

9. If the Franchisee misuses or makes any unauthorized use of the Proprietary Marks, engages in any business or markets any service or products under a name or mark which is confusingly similar to the Proprietary Marks, or otherwise materially impairs the goodwill associated therewith or the Franchisor's rights therein;

10. If a threat or danger to public safety results from the construction, maintenance or operation of the Franchised Business;

11. If the Franchisee or any shareholder, member, partner, or other person controlling more than five percent (5%) of Franchisee's stock, membership interest or partnership interest is convicted of a crime of moral turpitude or similar felony or is convicted of any other crime or offenses that the Franchisor reasonably believes is likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith or the Franchisor's interest therein;

12. If a judgment or a consent decree against the Franchisee, or any of its officers, directors, shareholders or partners is entered in any case or proceeding involving allegations or fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, or the Proprietary Marks, the goodwill associated therewith or the Franchisor's interest therein;

13. If the Franchisee purports to transfer any rights or obligations under this Agreement to any third party without the Franchisor's prior written consent, contrary to any of the terms of Section XII of this Agreement;

14. If the Franchisee fails to comply with any of the covenants contained in Section XV hereof;

15. If, contrary to Sections VII and VIII hereof, the Franchisee or any of its officers, directors, shareholders, managers, members, or partners discloses or divulges the contents of the Manuals or any other trade secrets or Confidential Information provided to the Franchisee by the Franchisor;

16. If the Franchisee knowingly maintains false books or records or submits any false statements, applications or reports to the Franchisor or any assignee of the Franchisor;

17. If the Franchisee fails to acquire the site and/or sign the lease within one hundred and twenty (120) days from the Effective Date of this Agreement, initiate construction within 210 days from the Effective Date of this Agreement, or fails to open for business to the general public within one (1) year from the Effective Date of this Agreement or as otherwise extended by the Franchisor.

18. If the Franchisee or any of its officers, directors, shareholders, managers, members, or partners willfully and repeatedly engages in a course of conduct which constitutes a misrepresentation or a deceptive or unlawful act or practice in connection with its sale of the services and products offered at the Franchised Business;

19. If the Franchisee fails to strictly comply with the product and quality control standards and specifications, fails to have suppliers approved by the Franchisor or otherwise fails to meet any other significant specifications or guidelines set forth in the Manuals;

20. If any other franchise agreement issued to the Franchisee, to companies affiliated with the Franchisee, or to any company owned or controlled by a shareholder or partner of Franchisee, by the Franchisor is terminated for any reason;

21. If the Franchisee receives three (3) or more notices of default under Section XIII.B. during any twelve (12) month period hereof during the term of this Agreement whether or not such defaults are cured after notice;

22. If the Franchisee or any shareholder or partner controlling more than five percent (5%) of Franchisee's stock or partnership interest wilfully engages in any illegal, immoral or unethical acts or any act in violation of the mission and values of the Franchisor as set forth in the Manuals and modified by Franchisor from time to time in its sole discretion;

23. If the Franchisee defaults under its lease agreement for the premises on which the Franchised Business is located or under any other agreement to which the Franchisee and the Franchisor, or any parent or subsidiary corporation or any other affiliated entity of the Franchisor, are parties and fails to cure said default within the grace period (if any) provided for in such agreement; or

24. If the Franchisee relocates the Franchised Business without obtaining the prior written approval of the Franchisor.

25. If the Franchisee fails to earn a satisfactory minimum score on three (3) consecutive B.E.R. Assessments.

B. Default With Thirty (30) Day Opportunity To Cure. Except as provided in Section XIII.A. of this Agreement, the Franchisee shall have thirty (30) days after receiving from the Franchisor a written notice of default within which to remedy any default described in this Section XIII.B. and provide evidence thereof to the Franchisor. If any such default is not cured within that time, or such longer period as applicable law may require, this Agreement, at Franchisor's option, shall terminate without further notice to the Franchisee effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. The Franchisee shall be in default hereunder for any failure to comply substantially with any of the requirements imposed by this Agreement and the Manuals, or for any failure to carry out the terms of this Agreement in good faith. Such defaults shall include, without limitation, the occurrence of any of the following events:

1. If the Franchisee fails, refuses or neglects to pay promptly any monies owing to the Franchisor or its subsidiaries or affiliates or suppliers when due, or to submit the financial information or other reports required by the Franchisor under this Agreement;

2. If the Franchisee fails to maintain any of the standards or procedures prescribed by the Franchisor in this Agreement, the Manuals, any other franchise agreement between the Franchisor and (i) the Franchisee, (ii) companies affiliated with the Franchisee, or (iii) any company owned or controlled by a shareholder or partner of Franchisee, or any other written agreements between the parties or otherwise;

3. the Franchisee fails to comply with its duties set forth in Section V of this Agreement or fails to perform any obligation owing to the Franchisor or to observe any covenant or agreement made by the Franchisee, whether such obligation, covenant or agreement is set forth in this Agreement or in any other agreement with the Franchisor including any other franchise agreement by and between the Franchisor and the Franchisee or any entity related to the Franchisor;

4. If the Franchisee fails to adequately promote the Franchised Business as provided in this Agreement, the Manuals or otherwise in writing;

5. If the Franchisee fails to maintain and submit to the Franchisor all reports required pursuant to Section IX hereof, including financial statements, weekly, monthly and other reports of Gross Sales and copies of tax returns;

6. If the Franchisee fails to maintain the Franchisor's quality control standards with respect to its use of signage and other uses of the Proprietary Marks;

7. If the Franchisee fails to notify the Franchisor, within one hundred eighty (180) days of the relocation date, of the Franchisee's intention to relocate the Franchised Business;

8. If the Franchisee, its Operating Principal, General Manager, Kitchen Manager, or employees fail to attend and successfully complete any mandatory training program unless attendance is excused or waived, in writing, by the Franchisor; or

9. If the Franchisee fails to obtain the prior written approval of the Franchisor of any and all advertising, marketing or promotional plans and materials in whatever form used by the Franchisee in connection with its promotion of the Franchised Business or otherwise fails to comply with Franchisor's policies and procedures with respect to advertising, marketing or promotion.

C. No Right or Remedy. No right or remedy herein conferred upon or reserved to the Franchisor is exclusive of any other right or remedy provided or permitted by law or equity.

D. Default and Termination. The events of default and grounds for termination described in this Section XIII shall be in addition to any other grounds for termination contained elsewhere in this Agreement or otherwise.

E. Right to Purchase. In the event of termination of this Agreement for any reason, including a default under this Section XIII, the Franchisor shall have the right and option to purchase the Franchisee's interest in the tangible assets of the Franchised Business as set forth in Section XIV.K below. In the event that the Franchisor elects to purchase the Franchisee's interest in said assets, the Franchisee shall also execute an assignment of the lease for the premises of the Franchised Business.

F. Liquidated Damages. In the event of a termination of this Agreement by the Franchisor based on a Material Default by the Franchisee, the Franchisee agrees to pay the Franchisor as fair and reasonable liquidated damages (but not as a penalty) an amount equal to three (3) years of projected Royalty Fees. Such projected Royalty Fees shall be computed using the average monthly Gross Sales during the last six (6) months that business was conducted at the Franchised Location (or if the Franchised Location has been operating for less than six (6) months, the average over the actual operating period). The Franchisee agrees that this amount is for the Franchisor's lost revenues, and that it would be difficult to calculate with certainty the amount of damage the Franchisor will incur. Notwithstanding the Franchisee's agreement to pay liquidated damages, if a court determines that the liquidated damages payment is unenforceable, then the Franchisor may pursue all other available remedies, including recovery of consequential damages. Payment of the liquidated damages will not in any way limit any other remedy the Franchisor may have at law or in equity resulting from the Franchisee's failure to perform its obligations.

XIV. OBLIGATIONS UPON TERMINATION

Upon termination or expiration of this Agreement, all rights granted hereunder to the Franchisee shall forthwith terminate, and Franchisee shall observe and perform the following obligations, all of which shall survive the termination or expiration of this Agreement:

A. Cessation of Operation. The Franchisee shall immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a franchisee of the Franchisor.

B. Cessation of Use of Proprietary Marks. The Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any equipment, format, confidential methods,

recipes, customer data base, programs, literature, procedures and techniques associated with the System, the name **Boston's The Gourmet Pizza** and any Proprietary Marks and distinctive trade dress, forms, slogans, uniforms, signs, symbols or devices associated with the System. In particular, the Franchisee shall implement a de-identification program as prescribed by the Franchisor and shall cease to use, without limitation, all signs, fixtures, furniture, equipment, advertising materials or promotional displays, uniforms, stationery, forms, inventory bearing the Proprietary Marks, and any other articles which display the Proprietary Marks associated with the System.

C. Cancellation of Name. The Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the Proprietary Marks or any other trademark, trade name or service mark of the Franchisor, and the Franchisee shall furnish the Franchisor with evidence satisfactory to the Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

D. Optional Assignment of Lease. The Franchisee shall, at the Franchisor's option pursuant to Section XIII.E. above, assign to the Franchisor any interest, which the Franchisee has in any lease, or sublease for the premises of the Franchised Business. In the event the Franchisor elects to exercise its option to acquire such lease or sublease, the Franchisor shall pay for any furniture, equipment, supplies and signs acquired by the Franchisor as a result of such assignment, at the Franchisee's cost or fair market value (whichever is less), less any sums of money owed by the Franchisee to the Franchisor and less any sums of money necessary to upgrade and renovate the premises to meet the Franchisor's then current standards for its Franchised Business and less any sums necessary to acquire clear title to the lease or sublease interest. In the event that the Franchisor and the Franchisee are unable to agree on the fair market value of said items, an independent appraiser shall be appointed by the Franchisor to determine the fair market value of said items. The determination of said appraiser shall be final and binding upon the parties. The costs and expenses associated with the appointment of an independent appraiser shall be paid by the Franchisee.

In the event that the Franchisor does not elect to exercise its option to acquire such lease or sublease, the Franchisee shall make such modifications or alterations to the premises of the Franchised Business immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of said premises from that of other Restaurants under the System, and shall make such specific additional changes thereto as the Franchisor may reasonably request for that purpose. In the event the Franchisee fails or refuses to comply with the requirements of this Section XIV, the Franchisor shall have the right to enter upon the premises of the Franchised Business without being guilty of trespass or any other tort for the purpose of making or causing to be made such changes as may be required, at the expense of the Franchisee, which expense the Franchisee agrees to pay upon demand.

E. Franchisor's Right to Continue Operations. In the event this Agreement is terminated, the Franchisor may, at its option, immediately enter the premises of the Franchised Business and continue to provide services to customers of the Franchised Business and apply receipts from the Franchised Business to debts owed to the Franchisor by the Franchisee. The Franchisor shall have no other obligations to the Franchisee in connection with the Franchisor's operation of the Franchised Business following said termination.

F. Non-Usage of Marks. The Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, and expressly subject to the limitations set forth in Section XV.C., not to use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks or trade dress, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute the Franchisor's exclusive rights in and to the Proprietary Marks or trade dress, and agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with the Franchisor so as to constitute unfair competition.

G. Prompt Payment Upon Default. The Franchisee shall promptly pay all sums owing to the Franchisor and its subsidiaries, affiliates and suppliers. In the event of termination for any default of the Franchisee, such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Franchisor as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of the Franchisor against any and all of the personal property, machinery, fixtures, equipment and inventory owned by the Franchisee and on the premises of the Franchised Business at the time of default.

H. Payment of Costs. The Franchisee shall pay to the Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Franchisor subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provision of this Section XIV or any other obligation under this Agreement.

I. Return of Materials. The Franchisee shall immediately turn over to the Franchisor all copies of all materials in the Franchisee's possession including the Manuals, all records, files, instructions, correspondence, customer database, brochures, agreements, disclosure statements and any and all other materials relating to the operation of the Franchised Business in the Franchisee's possession, and all copies thereof (all of which are acknowledged to be the Franchisor's property), and shall retain no copy or record of any of the foregoing, excepting only the Franchisee's copy of this Agreement, any correspondence between the parties and any other documents which the Franchisee reasonably needs for compliance with any provision of law. In addition to the foregoing, the Franchisee shall deliver to the Franchisor a complete list of all persons employed by the Franchisee during the three (3) years immediately preceding termination, together with all employment files of each employee on such list. All costs of delivering all materials required by this Section XIV.I. shall be borne by the Franchisee.

J. Assignment of Telephone Listings. The Franchisee shall promptly notify the appropriate telephone company and all telephone directory listing agencies of the termination or expiration of its right to use any telephone number and any regular, classified or other telephone directory listings associated with any Proprietary Marks and authorize the transfer of same to or at the direction of the Franchisor. In connection therewith, the Franchisee shall execute a Telephone Assignment Agreement in the form of **Attachment C** attached hereto. The Franchisee agrees to execute updated letters of direction to any telephone companies and telephone directory listing agencies directing termination and/or transfer of the Franchisee's right to use any telephone number associated with the Proprietary Marks, which the Franchisor may hold until termination or expiration hereof. The Franchisee acknowledges that as between the Franchisor and the Franchisee, the Franchisor has the sole right to and interest in all telephone numbers and directory listings associated with any Proprietary Marks. The Franchisee authorizes the Franchisor, and hereby irrevocably appoints the Franchisor and any officer of the Franchisor as its attorney in fact, this appointment being coupled with an interest, to direct the appropriate telephone company and all listing agencies to transfer all such listings to the Franchisor upon termination of this Agreement.

K. Option to Purchase. In the event of expiration or earlier termination of this Agreement, the Franchisor shall have the right, but not the obligation, to purchase free and clear of any lien, charge, encumbrance or security interest not previously approved by Franchisor, any or all of the tangible assets of the Franchised Business, including the signs, advertising materials, promotional displays, supplies, forms, inventory, software, furniture or other items bearing the Proprietary Marks, at a price equal to eighty percent (80%) of the Franchisee's originally invoiced cost for inventory and supplies, and eighty percent (80%), net of any costs associated with the purchase and valuation process as of the date when notice is given, of the fair market value for any portion of Franchisee's leasehold improvements, machinery, equipment, fixtures, furniture, signage, and other assets utilized at the Franchised Business, as agreed by Franchisor and Franchisee within twenty one (21) days of such date, or as determined by a single appraiser mutually acceptable to the parties, and the appraiser's determination shall be final and binding. The Franchisor's election to purchase provided for herein must be exercised by written notice to the Franchisee within thirty (30) days after termination or expiration of this Agreement.

L. **Covenant of Further Assurances.** The Franchisee shall execute any legal document that may be necessary to effectuate the termination in accordance with the terms of this Agreement and shall furnish to the Franchisor, within thirty (30) days after the effective date of termination, written evidence satisfactory to the Franchisor of the Franchisee's compliance with the foregoing obligations.

M. **Compliance with Covenants.** The Franchisee shall comply with all applicable covenants contained in this Agreement.

N. **No Further Interest.** Other than as specifically set forth above, the Franchisee shall have no interest in the Franchised Business upon termination or expiration of this Agreement.

XV. COVENANTS, REPRESENTATIONS AND WARRANTIES

A. **Best Efforts.** The Franchisee covenants that during the term of this Agreement, and subject to the post-termination provisions contained herein, and except as otherwise approved in writing by the Franchisor, the Franchisee or Franchisee's designated Operating Principal devotes his or her full time, energy and best efforts to the efficient and effective management and operation of the Franchised Business.

B. **Non-Solicitation and Non-Competition.** The Franchisee has heretofore specifically acknowledged that pursuant to this Agreement, the Franchisee and the Principals, as applicable, shall receive valuable specialized training and/or Confidential Information, including but not limited to information regarding the business, promotional, sales, marketing and operational methods and techniques of the Franchisor and the System. The Franchisee and the Principals covenant that during the Term of this Agreement and subject to the post-termination provisions contained herein, and except as otherwise approved in writing by the Franchisor, the Franchisee and the Principals shall not, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person, persons, partners or corporation:

1. divert or attempt to divert any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System;

2. employ or seek to employ any person who is at that time employed by the Franchisor or by any other franchisee or multi-unit operator of the Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment;

3. own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to or have any interest in any business which is the same as or substantially similar to the Franchised Business and which is located within a radius of ten (10) miles of the approved site or the location of the Franchised Business contemplated by this Agreement or any other Restaurant which is in existence or under construction; or

4. sell, or offer for sale, products or services offered by, or similar to those offered by, the Franchised Business in any venue other than through, and on the premises of, the Franchised Business.

C. **Restrictive Covenants.** The Franchisee and the Principals covenant that, except as otherwise approved in writing by the Franchisor, for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter (or in the case of a Principal who has executed **Attachment D** or **Attachment G** to this Agreement, for a continuous uninterrupted period commencing upon the date on which such individual ceases to be a Principal and continuing for two (2) years thereafter), the Franchisee and the Principals, will not either directly or indirectly, for itself or through, on behalf of or in conjunction with

any person, persons, partnership or corporation, own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to or have any interest in any business which is the same as or substantially similar to the Franchised Business and which is located at the site of the Franchised Business contemplated by this Agreement or within a radius of ten (10) miles from such site or the approved site or the location of any other Restaurant which is in existence or under construction on the date of expiration or termination of this Agreement.

If the period of time or the area specified above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the area will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced in such area and for such time as is adjudged to be reasonable.

D. No Undue Hardship. The Franchisee and the Principals acknowledge and agree that the covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on the Franchisee or the Principals or the Franchisee's shareholders, members or partners, if the Franchisee is a corporation, limited liability company, limited partnership, partnership, or other legal entity, since the Principals and the Franchisee and its shareholders, members, or partners have other considerable skills, experience and education which afford the Principals and the Franchisee and its shareholders, members, or partners the opportunity to derive income from other endeavors.

E. Inapplicability of Restrictions. Sections XV.B.3. and XV.C. shall not apply to the ownership by the Franchisee or the Principals of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held corporation.

F. Independence of Covenants. The parties and the Principals agree that each of the covenants in this Agreement shall be construed as independent of any other covenant or provision of this Agreement. If any or all portions of the covenants in this Section XV is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Franchisor is a party, the Franchisee and the Principals expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

G. Mission. The Franchisee agrees to support the Franchisor's mission as more specifically set forth in the Manuals and other materials provided from time to time by Franchisor to Franchisee and to conduct the Franchised Business in accordance with the Franchisor's operating policies and stated principles.

H. Modification of Covenants. The Franchisee and the Principals understand and acknowledge that the Franchisor shall have the right, in its sole discretion, to amend the scope of any covenant set forth in this Section XV or any portion thereof, without the Franchisee's or the Principals' consent, effective immediately upon receipt by the Franchisee or the Principals, as applicable, of written notice thereof, and the Franchisee and the Principals agree that they shall forthwith comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XXIII hereof.

I. Enforcement of Covenants. The Franchisee and the Principals expressly agree that the existence of any claims they may have against the Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by the Franchisor of the covenants in this Agreement. The Franchisee and the Principals, as applicable, agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by the Franchisor in connection with the enforcement of the covenants set forth in this Agreement.

J. Injunctive Relief. The Franchisee and the Principals acknowledge that a violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to the Franchisor for which no adequate remedy at law will be available. Accordingly, the Franchisee and

the Principals hereby consent to the entry of an injunction prohibiting any conduct by the Franchisee or the Principals, as applicable, in violation of the terms of the covenants not to compete set forth in this Agreement. The Franchisee and the Principals expressly agree that it may be presumed conclusively that any violation of the terms of said covenants not to compete was accomplished by and through the Franchisee's and the Principals' unlawful utilization of the Franchisor's confidential information, know-how, methods and procedures.

K. Terrorist and Money Laundering Activities.

Franchisee and the Principals represent and warrant to Franchisor that neither Franchisee, nor any Principal, nor any of their respective affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.treas.gov/offices/enforcement/ofac/). Further, Franchisee and the Principals represent and warrant that neither it nor any Principal or affiliate referred to above has violated, and agrees not to violate, any law prohibiting corrupt business practices, money laundering or the aid or support of persons or entities who conspire to commit acts of terror against any person, entity or government, including acts prohibited by the U.S. Patriot Act (text currently available at <http://www.epic.org/privacy/terrorism/hr3162.html>), U.S. Executive Order 13224 (text currently available at <http://www.treas.gov/offices/enforcement/ofac/legal/eo/13224.pdf>), or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee and the Principals shall immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

L. Written Agreements. At the Franchisor's request, the Franchisee shall require and obtain execution of covenants similar to those set forth in this Section XV (including covenants applicable upon the termination of a person's relationship with Franchisee) from the Franchisee's officers, directors, and owners. All covenants required by this Section XV.L. shall be in forms satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third party beneficiary of such covenants with the independent right to enforce them. Failure by Franchisee to obtain execution of a covenant required by this Section XV.L. shall constitute a default under Section XIII.B hereof.

XVI. CHANGES AND MODIFICATIONS

The Franchisor may modify this Agreement only upon the execution of a written agreement by the Franchisor and the Franchisee. The Franchisor reserves and shall have the sole right to make changes in the Manuals, the System and the Proprietary Marks at any time in its sole discretion and without prior notice to Franchisee. Franchisee shall promptly alter any signs, products, business materials or related items, at its sole cost and expense, upon written receipt of written notice of such change or modification in order to conform to the Franchisor's revised specifications. In the event that any improvement or addition to the Manuals, the System or the Proprietary Marks is developed by the Franchisee, then the Franchisee agrees to grant to the Franchisor an irrevocable, world-wide, exclusive, royalty-free license, with the right to sublicense such improvement or addition.

The Franchisee understands and agrees that due to changes in competitive circumstances, presently unforeseen changes in the needs of customers, and/or presently unforeseen technological innovations, the Franchisor's System must not remain static, in order that it best serve the interests of Franchisor, franchisees and the System. Accordingly, Franchisee expressly understands and agrees that Franchisor may from time to time change the components of the System, including altering the programs, services, methods, standards, forms, policies and procedures of that System; adding to, deleting from or modifying those programs, products and services which the Franchised Business is authorized to offer; and changing, improving or modifying the Proprietary Marks. Subject to the other provisions of this Agreement, Franchisee expressly agrees to abide by any such modifications, changes, additions, deletions and alterations.

XVII. TAXES AND INDEBTEDNESS

A. Payment. The Franchisee shall promptly pay, when due, all taxes levied or assessed by any federal, state or local tax authority and any and all other indebtedness incurred by the Franchisee in the operation of the Franchised Business. The Franchisee shall pay to the Franchisor an amount equal to any sales tax, gross receipts tax or similar tax imposed on the Franchisor with respect to any payments to the Franchisor required under this Agreement, unless the tax is credited against income tax otherwise payable by the Franchisor.

B. Dispute. In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, the Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; provided, however, in no event shall the Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business or any improvements thereon.

C. Compliance with Federal, State and Local Laws. The Franchisee shall comply with all federal, state, and local laws, rules and regulations, and shall timely obtain any and all permits, certificates, licenses and bonds necessary for the full and proper operation and management of the Franchised Business, including, without limitation, a license to do business and provide services, fictitious name registration and sales tax permits. Copies of all subsequent inspection reports, warnings, certificates and ratings, issued by any governmental entity during the term of this Agreement in connection with the conduct of the Franchised Business which indicate Franchisee's failure to meet or maintain the highest governmental standards or less than full compliance by Franchisee with any applicable law, rule or regulation, shall be forwarded to Franchisor by Franchisee within three (3) days of Franchisee's receipt thereof.

D. Duty to Notify. The Franchisee shall notify the Franchisor in writing within three (3) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business. Additionally, any and all consumer related complaints shall be answered by the Franchisee within fifteen (15) days after receipt thereof or such shorter period of time as may be provided in said complaint. A copy of said answer shall be forwarded to the Franchisor within three (3) days of the date that said answer is forwarded to the complainant.

XVIII. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. Independent Contractor and Indemnification

1. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that the Franchisee shall be an independent contractor, and that nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever.

2. During the term of this Agreement and any extensions hereof, the Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a license from the Franchisor and as an authorized user of the System and the Proprietary marks which are owned by the Franchisor. The Franchisee agrees to take such affirmative action as may be necessary to do so, including exhibiting to customers a sign provided by Franchisor in a conspicuous place on the premises of the Franchised Business.

3. The Franchisor shall not have the power to hire or fire the Franchisee's employees, and except as herein expressly provided, the Franchisor may not control or have access to the

Franchisee's funds or the expenditures thereof, or in any other way exercise dominion or control over the Franchised Business.

4. It is understood and agreed that nothing in this Agreement authorizes the Franchisee to make any contract, agreement, warranty, or representation on the Franchisor's behalf, or to incur any debt or other obligation in the Franchisor's name, and that the Franchisor shall in no event assume liability for or be deemed liable hereunder as a result of any such action or by reason of any act or omission of the Franchisee in the Franchisee's conduct of the Franchised Business or any claim or judgment arising there from against the Franchisor. The Franchisee and the Principals agree at all times to defend at their own cost, and to indemnify and hold harmless to the fullest extent permitted by law, the Franchisor, its partners (including without limitation BPR GP, Inc. ("BPR GP") and BP USA and any other limited partners) its subsidiaries, and other entities owned by it, its affiliates (including without limitation all entities and persons owned by or owning, directly or indirectly, an interest in Franchisor, BPR GP and/or BP USA), BP Holdings, successors, assigns and designees of any such entity, officers, directors, employees, agents, contractors, and other entities and persons providing services for or otherwise acting on behalf of the Franchisor (including, without limitation, the Franchisor's affiliates in any capacity or role), and the respective directors, officers, employees, agents, shareholders, members, managers, partners, designees, and representatives of each (the Franchisor and all of such others referred to herein collectively as "Indemnitees") from all damages, losses, expenses (including without limitation reasonable attorneys fees), actions, suits, proceedings, claims, demands, investigations, or formal or informal inquiries (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or is based upon or related to any of the following: (a) the Franchisee's alleged infringement or any other violation or any other alleged violation of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; (b) the Franchisee's alleged violation or breach of any contract, federal, state or local law, regulation, ruling, standard or directive of any industry standard; (c) libel, slander or any other form of defamation by the Franchisee; (d) the Franchisee's alleged violation or breach of any warranty, representation, agreement or obligation in this Agreement; (e) any acts, errors or omissions of the Franchisee or any of its agents, servants, employees, contractors, partners, proprietors, affiliates, or representatives; (f) latent or other defects in the Franchised Business, whether or not discoverable by the Franchisor or the Franchisee; (g) the inaccuracy, lack of authenticity or nondisclosure of any information by any customer of the Franchised Business; (h) any services or products provided by the Franchisee at, from or related to the operation at the Franchised Business; (i) any services or products provided by any affiliated or nonaffiliated participating entity; (j) any action by any customer of the Franchised Business; and, (k) **ANY DAMAGE TO THE PROPERTY OF THE FRANCHISEE OR THE FRANCHISOR, THEIR AGENTS OR EMPLOYEES, OR ANY THIRD PERSON, FIRM, CORPORATION OR OTHER LEGAL ENTITY, WHETHER OR NOT SUCH LOSSES, CLAIMS, COSTS, EXPENSES, DAMAGES, OR LIABILITIES WERE ACTUALLY OR ALLEGEDLY CAUSED WHOLLY OR IN PART THROUGH THE ACTIVE OR PASSIVE NEGLIGENCE OF THE FRANCHISOR OR ANY OF ITS AGENTS OR EMPLOYEES, OR RESULTED FROM ANY STRICT LIABILITY IMPOSED ON THE FRANCHISOR OR ANY OF ITS AGENTS OR EMPLOYEES.** Each Indemnitee shall be a third party beneficiary of this Section XVIII.A. and, as such, shall be able to enforce this indemnification against the Franchisee.

_____ [Please initial to acknowledge that you have read and understand this Section XVIII.A.]

B. Identification. The Franchisee shall conspicuously identify itself and the Franchised Business and in all dealings with its clients, contractors, suppliers, public officials and others, as an independent Franchisee of the Franchisor, and shall place such notice of independent ownership on all forms, business cards, stationery, advertising, signs and other materials and in such fashion as the Franchisor may, in its sole discretion, specify and require from time to time, in its Manuals (as same may be amended from time to time) or otherwise.

C. No False Representations. Except as otherwise expressly authorized by this Agreement, neither party hereto will make any express or implied agreements, warranties, guarantees or

representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between the Franchisor and the Franchisee is other than that of Franchisor and Franchisee. The Franchisor does not assume any liability, and will not be deemed liable, for any agreements, representations, or warranties made by the Franchisee which are not expressly authorized under this Agreement, nor will the Franchisor be obligated for any damages to any person or property which directly or indirectly arise from or relate to the operation of the Franchised Business franchised hereby.

D. No Liability. The Franchisee acknowledges that: (a) the Franchisor is a limited partnership and, as such, its limited partners, including BP LP and BP USA, are not liable for the debts, obligations and liabilities of the Franchisor arising under this Agreement or otherwise; (b) neither BP LP nor BP USA is a general partner of the Franchisor and no conduct, services, acts or transactions of BP LP or BP USA shall cause the Franchisee to believe that BP LP or BP USA is anything other than a limited partner; (c) any claims by the Franchisee against the Franchisor shall be limited to the assets and capital of the Franchisor (and its corporate general partner), and the Franchisee shall have no recourse to the Franchisor's limited partners or their assets or capital; (d) Boston Pizza International Inc. and BP USA will, from time to time, provide services to the Franchisor, including without limitation management, training and administrative services, and that all services, acts and transactions will be provided by Boston Pizza International Inc., and BP USA as contractors of the Franchisor and no such services, acts or transactions will give rise to any liability on the part of BP LP or BP USA to the Franchisee; (e) all services provided by Boston Pizza International Inc. or BP USA to the Franchisee, including marketing and training, will be provided as contractor or agent for or otherwise on behalf of the Franchisor and, as such, the Franchisee's sole recourse for any claim related thereto shall be against the Franchisor, not Boston Pizza International Inc. or BP USA; and (f) that the Delaware Limited Partnership Act expressly limits the liability of limited partners, such as BP LP and BP USA, to third parties, such as the Franchisee.

XIX. APPROVALS AND WAIVERS

A. Written Consent. Whenever this Agreement requires the prior approval or consent of the Franchisor, the Franchisee shall make a timely written request to Franchisor, and such approval or consent shall be obtained in writing.

B. No Waiver. No failure of the Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by the Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the Franchisor's right to demand exact compliance with any of the terms herein. Waiver by the Franchisor of any particular default by the Franchisee shall not affect or impair the Franchisor's rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of the Franchisor to exercise any power or right arising out of any breach or default by the Franchisee of any of the terms, provisions or covenants hereof affect or impair the Franchisor's right to exercise the same, nor shall such constitute a waiver by the Franchisor of any right hereunder or the right to declare any subsequent breach or default and to terminate this Franchise prior to the expiration of its term. Subsequent acceptance by the Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by the Franchisor of any preceding breach by the Franchisee of any terms, covenants or conditions of this Agreement.

C. WAIVER OF JURY TRIAL. THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY RELATING TO THE RELATIONSHIP BETWEEN THE PARTIES OR ARISING UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY RIGHT OR REMEDY HEREUNDER.

_____ [Please initial to acknowledge that you have read and understand this Section XIX.C.]

XX. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified mail, return receipt requested, or dispatched by overnight delivery envelope, or transmitted by facsimile or sent by other electronic means if the sender can verify receipt. Notices shall be sent to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: Boston Pizza Restaurants, LP
1501 LBJ Freeway
Suite 450
Dallas, Texas 75234

With a Copy to: Corporate Counsel
Boston Pizza Restaurants, LP
5500 Parkwood Way
Richmond, B.C.
V6V 2M4

Notices to Franchisee: Insert Address
Insert Address
Insert Address

With a Copy to: Insert Address
Insert Address
Insert Address

Any notice sent by certified mail shall be deemed to have been given at the date and time of attempted delivery. All notices to Franchisee shall be conclusively deemed to have been received by Franchisee upon the delivery or attempted delivery of such notice to Franchisee's address listed herein, or such changed address.

XXI. RELEASE OF PRIOR CLAIMS

By executing this Agreement, the Franchisee, individually and on behalf of the Franchisee's heirs, legal representatives, successors and assigns, and each assignee of this Agreement by accepting assignment of the same, hereby forever releases and discharges the Franchisor and its officers, directors, employees, agents and servants, including the Franchisor's subsidiary and affiliated corporations, their respective officers, directors, employees, agents and servants, from any and all claims relating to or arising under any franchise agreement or any other agreement between the parties executed prior to the date of this Agreement including any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities or antitrust laws of the United States or of any state or territory thereof.

XXII. DISCLOSURE STATEMENT AND DISCLAIMER

A. Compliance with Applicable Laws. The Franchisee acknowledges, by its signature hereto, that it received from the Franchisor a Federal Trade Commission or Uniform Franchise Offering Circular for the State in which the Franchised Business will be located, or the Franchisee's place of residence, as appropriate, at least ten (10) business days prior to the execution of this Agreement.

_____ [Please initial to acknowledge that you have read and understand this Section XXII.A.]

B. Receipt of Agreement. The Franchisee acknowledges that it received from the Franchisor this Agreement and all applicable attachments with all blanks filled in at least five (5) business days prior

to the execution of this Agreement. The Franchisee represents that it has read this Agreement in its entirety and that it has been given the opportunity to clarify any provisions that it did not understand and to consult with an attorney or other professional advisor. The Franchisee further represents that it understands the terms, conditions and obligations of this Agreement and agrees to be bound thereby.

_____ [Please initial to acknowledge that you have read and understand this Section XXII.B.]

XXIII. ENTIRE AGREEMENT

This Agreement, the documents referred to herein and the Attachments hereto, if any, constitute the entire, full and complete Agreement between the parties hereto concerning the subject matter hereof, and supersede all prior agreements with no other representations having induced Franchisee to execute this Agreement. No amendment, change or variance from this Agreement shall be binding on the parties hereto unless mutually agreed to by the parties and executed by themselves or their authorized officers or agents in writing.

XXIV. SEVERABILITY AND CONSTRUCTION

A. Severability.

Except as expressly provided to the contrary herein, each section, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement; provided, however, that if the Franchisor determines that such finding of invalidity or illegality adversely affects the basic consideration of this Agreement, the Franchisor, in its sole discretion, may terminate this Agreement.

B. Business Judgment.

Notwithstanding any contrary provisions contained in this Agreement, Franchisor and Franchisee acknowledge and agree that (a) this Agreement (and the relationship of the parties which arises from this Agreement) grants Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's explicit rights and obligations hereunder that may affect favorably or adversely Franchisee's interests; (b) Franchisor will use its business judgment in exercising such discretion based on its assessment of its own interests and balancing those interests against the interests of the owners of Restaurants generally (including Franchisor and its affiliates and other franchisees), and specifically without considering Franchisee's individual interests or the individual interests of any other particular franchisee; (c) Franchisor will have no liability to Franchisee for the exercise of its discretion in this manner; and (d) even if Franchisor has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification no trier of fact in any legal action shall substitute its judgment for Franchisor's judgment so exercised, and such action or decision will not be subject to challenge for abuse of discretion. IF FRANCHISOR TAKES ANY ACTION OR CHOOSES NOT TO TAKE ANY ACTION IN ITS DISCRETION WITH REGARD TO ANY MATTER RELATED TO THIS AGREEMENT AND SUCH ACTION OR INACTION IS CHALLENGED FOR ANY REASON, THE PARTIES EXPRESSLY DIRECT THE TRIER OF FACT THAT FRANCHISOR'S RELIANCE ON A BUSINESS REASON IN THE EXERCISE OF ITS DISCRETION IS TO BE VIEWED AS A REASONABLE AND PROPER EXERCISE OF ITS DISCRETION, WITHOUT REGARD TO WHETHER OTHER REASONS FOR ITS DECISION MAY EXIST AND WITHOUT REGARD TO WHETHER THE TRIER OF FACT WOULD INDEPENDENTLY ACCORD THE SAME WEIGHT TO THE BUSINESS REASON.

C. **Covenants.** The Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which the Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

D. **Captions.** All captions in this Agreement are intended solely for the convenience of the parties, and none of the captions shall be deemed to affect the meaning or construction of any provision hereof.

E. **References.** All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter, corporate or plural, where applicable, and all acknowledgements, promises, covenants, agreements and obligations herein made or undertaken by the Franchisee shall be deemed jointly and severally undertaken by all of the parties executing this Agreement in his individual capacity on behalf of the Franchisee. This Agreement may be executed in one or more originals, each of which shall be deemed an original.

F. **Definition of Franchisee.** As used in this Agreement, the term "Franchisee" shall include all persons who succeed to the interest of the original Franchisee by Transfer or operation of law and shall be deemed to include not only the individual or entity defined as the "Franchisee" in the introductory paragraph of this Agreement, but shall also include all partners of the entity that executes this Agreement, in the event said entity is a partnership; all shareholders, officers and directors of the entity that executes this Agreement, in the event said entity is a corporation; and all members of the entity that executes this Agreement, in the event said entity is a limited liability company. By their signatures hereto, all partners, shareholders, officers and directors of the entity that signs this Agreement as Franchisee acknowledge and accept the duties and obligations imposed upon each of them, individually, by the terms of this Agreement.

G. **Force Majeure.** If, as a result of hurricane, tornado, typhoon, flooding, lightning, blizzard and other unusually severe weather, earthquake, avalanche, volcanic eruption, fire, riot, insurrection, war, terrorist attack, explosion, unavoidable calamity or other act of God (a "Force Majeure"), compliance by any party with the terms of this Agreement is rendered impossible or would otherwise create an undue hardship upon any party, all parties shall be excused from their respective obligations hereunder for the duration of the Force Majeure and for a reasonable recovery period thereafter, but otherwise this Agreement shall continue in full force and effect.

XXV. APPLICABLE LAW

A. **Governing Law.** This Agreement takes effect upon its acceptance and execution by the Franchisor. EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §§1051 *et. seq.*), THIS AGREEMENT SHALL FOR ALL PURPOSES BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS, EXCEPT THAT ITS CHOICE OF LAW AND CONFLICT OF LAW RULES SHALL NOT APPLY.

B. **Jurisdiction and Venue.** The parties hereto mutually agree that the U.S. District Court for the Northern District of Texas, or if such court lacks jurisdiction, the state courts located in Dallas County, Texas, shall be the venue and exclusive forum in which to adjudicate any case or controversy arising from or relating to this Agreement and any guarantees hereof, undertakings hereunder provided and relationship established thereby, however, with respect to any action which includes injunctive relief or other extraordinary relief, Franchisor may bring such action in any court of competent jurisdiction. The parties irrevocably submit to the jurisdiction of such courts and waive any objections to either the jurisdiction of or venue in such courts. The parties mutually agree that personal jurisdiction may be effected by service of process and that when so made shall be as if served personally. This Agreement

was executed and accepted at Franchisor's place of business in Dallas County, Texas. The parties anticipate that the performance of certain of Franchisee's obligations arising under this Agreement, including the payment of certain monies due Franchisor, will occur in Dallas County, Texas.

C. **Remedy.** No right or remedy conferred upon or reserved by the Franchisor or the Franchisee by this Agreement is intended and it shall not be deemed to be exclusive of any other right or remedy provided or permitted herein, by law or at equity, but each right or remedy shall be cumulative of every other right or remedy.

D. **Injunctive Relief.** Nothing herein contained shall bar the Franchisor's right to obtain injunctive relief against threatened conduct that will cause it loss or damage under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

XXVI. LIMITATIONS ON CLAIMS AND DAMAGES

Except with respect to Franchisee's and each Principal's obligation to indemnify Franchisor pursuant to the terms of this Agreement and claims Franchisor brings for Franchisee's unauthorized use of the Proprietary Marks or unauthorized use or disclosure of any of Franchisor's trade secrets, the parties waive to the fullest extent permitted by law any right to or claim for any punitive, exemplary, special and consequential damages against the other and agree that, in the event of a dispute between the parties, the parties making a claim will be limited to equitable relief and to recovery of any direct or general damages it sustains; provided, however that Franchisor shall have the right to recover lost profits and any applicable liquidated damages in the event of termination of this Agreement.

_____ [Please initial to acknowledge that you have read and understand this Section XXVI.]

Except for claims arising from Franchisee's nonpayment or underpayment of amounts Franchisee owes Franchisor pursuant to this Agreement, or claims related to Franchisee's unauthorized use of the Proprietary Marks, any and all claims arising out of or relating to this Agreement or the relationship created hereby will be barred unless a judicial proceeding is commenced within two years from the date on which the party asserting such claims knew or should have known of the facts giving rise to such claims. Notwithstanding the foregoing, with respect to any claims arising out of or in connection with an event of Force Majeure, the two year limit on claims provided for in this section shall be extended for a period equal to the extended performance period resulting from the event of Force Majeure, provided that such period shall not exceed 90 days.

XXVII. ACKNOWLEDGMENTS

The Franchisee acknowledges that it has conducted an independent investigation of all aspects relating to the Franchised Business and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the skills and ability of the Franchisee as an independent business person or organization. The Franchisee acknowledges that it has received, read and understands this Agreement, the attachments hereto and agreements relating thereto, and that the Franchisor has accorded the Franchisee ample time and opportunity to consult with advisors of the Franchisee's own choosing about the potential benefits and risks of entering into this Agreement. The Franchisee acknowledges that this Agreement takes effect upon the acceptance and execution by the Franchisor.

THE SUCCESS OF THE FRANCHISEE IN OPERATING A FRANCHISE IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING, TO A LARGE EXTENT, THE FRANCHISEE'S INDEPENDENT BUSINESS ABILITY. THIS OFFERING IS NOT A SECURITY AS THAT TERM IS DEFINED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS. THE OBLIGATION TO TRAIN, MANAGE, PAY, RECRUIT AND SUPERVISE

EMPLOYEES OF THE FRANCHISED BUSINESS RESTS SOLELY WITH THE FRANCHISEE. THE FRANCHISEE HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL SUCCESS OR PROJECTED INCOME OF THE BUSINESS VENTURE CONTEMPLATED HEREBY. NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE BY THE FRANCHISOR TO INDUCE THE FRANCHISEE TO ENTER INTO THIS AGREEMENT EXCEPT AS SPECIFICALLY INCLUDED HEREIN. THE FRANCHISOR HAS NOT MADE ANY REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL REVENUES, PROFITS OR SERVICES OF THE BUSINESS VENTURE TO THE FRANCHISEE AND CANNOT, EXCEPT UNDER THE TERMS OF THIS AGREEMENT, EXERCISE CONTROL OVER THE FRANCHISEE'S BUSINESS. THE FRANCHISEE ACKNOWLEDGES AND AGREES THAT IT HAS NO KNOWLEDGE OF ANY REPRESENTATION MADE BY THE FRANCHISOR OR ITS REPRESENTATIVES OF ANY INFORMATION THAT IS CONTRARY TO THE TERMS CONTAINED HEREIN.

_____ [Please initial to acknowledge that you have read and understand this Section XXVII]

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement on the day and year written below.

WITNESS:

FRANCHISOR:

BOSTON PIZZA RESTAURANTS, LP
a Delaware limited partnership

By: Authorized Signatory

Date:

By: Authorized Signatory

Date:

WITNESS:

FRANCHISEE:

By: Insert Name, Insert Title

Date:

LOCATION ADDENDUM

[To Be Completed Only Upon Final Site Approval]

THIS ADDENDUM is made this **Insert Day** day of **Insert Month**, **Insert Year**, by and between **Boston Pizza Restaurants, LP** (the "Franchisor") and **Insert Name of Franchisee** (the "Franchisee").

WHEREAS, the Franchisor and the Franchisee are parties to a Franchise Agreement dated **Insert Date of Franchise Agreement**, by the terms of which the Franchisor has granted to the Franchisee the right and license to operate a **Boston's The Gourmet Pizza** franchise pursuant to the Franchisor's System and Proprietary Marks, of which this Addendum forms a part (together, the "Franchise Agreement"); and

WHEREAS, the Franchisee has selected and presented a site to the Franchisor which has been approved by the Franchisor;

NOW, THEREFORE, the parties hereto, intending to be bound, agree as follows:

1. Franchised Location. The approved location (the "Franchised Location"), which constitutes the site referred to in Section I.A. of the Franchise Agreement, shall be located as follows: (Specific address and/or legal description)

Insert Address of Franchise Location

If a specific address is not available at the date this Addendum is executed, the Franchisee will provide Franchisor with a specific address as soon as practical.

2. Franchisee's Representations and Warranties regarding Location. The Franchisee represents and warrants that it has negotiated, but not yet executed, a purchase agreement and/or a lease for the premises for the Franchised Business (or if its has, the Franchisee has done so with full knowledge that the location was not yet approved by the Franchisor, and without relying upon any representations made by the Franchisor), a copy of which has been provided to the Franchisor, and, with respect to the lease, the Franchisee warrants and represents as follows:

(a) That the initial term of any such lease, or the initial term together with any renewal terms (for which rent shall be set forth in the lease), shall have a term at least as long as the term of the Franchise Agreement be for not less than ten (10) years; and

(b) That the lessor has consented to the Franchisee's use of the Proprietary Marks, which may be revised or changed from time to time in Franchisor's sole discretion, and initial signage as the Franchisor may prescribe for the Franchised Business.

(c) A fully executed copy of the lease for the premises will be provided to the Franchisor immediately upon execution.

3. Other Business Particulars. The following are the business particulars more fully described in the Franchise Agreement and the attachments thereto:

Territory: (Section I.B.): a Insert Radius [insert 1 mile or ½ mile, if location is within Statistical Metropolitan Area with a population of one million people or more] mile radius surrounding the Approved Location for the Franchised Business.

Scheduled Opening Date (Section V.D.): Scheduled Opening Date of Franchise Location(the Scheduled Opening Date of Franchised Location).

Refurbishment Date (Section V.M.): Scheduled Refurbishing Date

4. Miscellaneous.

(a) All capitalized terms not defined herein shall have the meaning given to them in the Franchise Agreement.

(b) This Addendum constitutes an integral part of the Franchise Agreement, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum on the day and year written below.

Date: _____

WITNESS:

WITNESS:

**FRANCHISOR:
BOSTON PIZZA RESTAURANTS, LP**

By: _____
Authorized Signatory

_____ Date

FRANCHISEE:

INSERT NAME OF FRANCHISEE

By: _____

_____ Date

MANDATORY ADDENDUM TO LEASE AGREEMENT

THIS AGREEMENT is made and entered into this Insert Date day of Insert Month, Insert Year, by and among **Boston Pizza Restaurants, LP** (hereinafter referred to as "Franchisor"), a Delaware corporation; Insert Name of Landlord (hereinafter referred to as the "Landlord"), with its principal offices at Insert Address of landlord, and Insert name of Tenant (hereinafter referred to as the "Tenant"), with its principal offices at Insert Address of Tenant.

WITNESSETH:

WHEREAS, the Landlord and the Tenant have executed a lease agreement dated Insert Date of Lease Agreement, (the "Lease") for the premises located at Insert Address of Leased Premises (the "Leased Premises") for use by the Tenant as a business to be operated pursuant to Franchisor's proprietary marks and system in connection with a written Franchise Agreement dated Insert Date of Franchise Agreement, by and between Franchisor and the Tenant (the "Franchise Agreement");

WHEREAS, a condition to the approval of the Tenant's specific location by the Franchisor is that the Lease for the Leased Premises designated for the operation of a Boston's The Gourmet Pizza restaurant (hereinafter the "Franchised Business") contain the agreements set forth herein;

WHEREAS, the Landlord acknowledges that the Franchisor requires the modifications to the Lease set forth herein as a condition to its approving the Leased Premises as a site for the Franchised Business, and that the Landlord agrees to modify and amend the Lease in accordance with the terms and conditions contained herein;

WHEREAS, according to Section XIV.D. of the Franchise Agreement, all right, title and interest in and to the Lease may be assigned to Franchisor upon the termination of the Franchise Agreement ; and

WHEREAS, it is the intent of the parties hereto to provide Franchisor with the opportunity to preserve the Leased Premises as a Franchised Business in the event of any default or termination of said Lease or Franchise Agreement and to assure the Landlord that in the event Franchisor exercises its rights herein contained any defaults of the Tenant under the Lease will be cured by Franchisor before it takes possession of the Leased Premises.

1. Use Clause. The Leased Premises shall be used for the operation of a Franchised Business offering pizza and pasta dishes in a full service casual dining restaurant environment and identified by the mark Boston's The Gourmet Pizza or any other name. The Leased Premises must be able to accommodate at a minimum all required elements described within the BPR prototypical drawings and operational manuals or as otherwise approved or amended by BPR.

The Landlord acknowledges that such use shall not violate any then existing exclusives granted to any existing tenant of the Landlord. The Landlord further acknowledges that during the term of this Lease or any extension thereof, the Landlord will not lease space within the location of the Franchised Business to a restaurant that serves pizza and pasta as primary menu items.

The Landlord represents and warrants that the Leased Premises has no existing building code violations and is properly zoned for its intended use.

2. Default of Lessee under Lease. The Landlord shall deliver to Franchisor via overnight courier service copies of any notice of default or termination it gives to the Tenant concurrently with

giving such notices to the Tenant. If the Tenant fails to cure any default within the period provided in the Lease, if any, the Landlord shall give Franchisor immediate written notice of such failure to cure. The Landlord shall thereupon offer to Franchisor and Franchisor shall have the right to accept an assignment of the Lease or a new lease containing the same terms and conditions of the Lease, whichever Franchisor elects. If Franchisor elects to continue the use of the Leased Premises under an assignment of the Lease or a new lease, it shall so notify the Landlord in writing within thirty (30) days after it has received written notice from the Landlord specifying the defaults the Tenant has failed to cure within the grace period specified in the Lease. Upon receipt of such notice from Franchisor, the Landlord shall promptly execute and deliver to Franchisor an assignment of the Lease or a new lease, whichever Franchisor requests, and shall deliver to Franchisor possession of the Leased Premises, free and clear of any rights of the Tenant or any third party. Franchisor, before taking possession of the Leased Premises, shall promptly cure the defaults specified by the Landlord in its notice to Franchisor and shall execute and deliver to the Landlord its acceptance of the assignment of the Lease or of the new lease, as the case may be.

In the event that the Franchisor elects to enter into a new lease with the Landlord, Landlord shall do so upon terms and conditions no less favorable than those contained in the Lease.

3. Termination of the Franchise Agreement. If the Franchise Agreement between Franchisor and the Tenant is terminated for any reason during the term of the Lease or any extension thereof, the Tenant, upon the written request of Franchisor, shall assign to Franchisor all of its right, title and interest in and to the Lease. If Franchisor elects to accept the assignment of the Lease from the Tenant, it shall give the Tenant and the Landlord written notice of its election to acquire the leasehold interest. The Landlord hereby consents to the assignment of the Lease from the Tenant to Franchisor, subject to the Tenant's and/or Franchisor's curing any defaults of the Tenant under the Lease before Franchisor takes possession of the Leased Premises. Alternatively, in the event of a termination of the Franchise Agreement, Franchisor may elect to enter into a new lease with the Landlord containing terms and conditions no less favorable than the Lease. Upon the Landlord's receipt of written notice from Franchisor advising the Landlord that Franchisor elects to enter into a new lease, the Landlord shall execute and deliver such new lease to Franchisor for its acceptance. The Landlord and the Tenant shall deliver possession of the Leased Premises to Franchisor, free and clear of all rights of the Tenant or third parties, subject to Franchisor's curing any defaults of the Tenant, under the Lease, and executing an acceptance of the assignment of Lease or the new lease, as the case may be.

The Franchisor shall indemnify, defend and hold the Landlord harmless from any attempt to terminate the Lease or dispossess the Tenant from the Leased Premises based upon a termination of the Franchise Agreement.

4. Tenant's Agreement to Vacate Leased Premises. The Tenant agrees to peaceably and promptly vacate the Leased Premises and (subject to Franchisor's right to acquire any such property pursuant to its Franchise Agreement with the Tenant) to remove its personal property therefrom upon the termination of the Franchise Agreement or upon the Tenant's failure to timely cure all of its defaults under the Lease. Any property not removed or otherwise disposed of by the Tenant shall be deemed abandoned.

5. Delivery of Possession. If it becomes necessary for the Landlord to pursue legal action to evict the Tenant in order to deliver possession of the Leased Premises to the Franchisor, the Franchisor shall, at the written request of the Landlord, pay into an interest-bearing escrow account all amounts necessary to cure any default of the Tenant's, pending delivery of the Leased Premises to the Franchisor. If the Landlord may not legally obtain possession of the Leased Premises or if the Landlord is unable to deliver the Leased Premises to the Franchisor within six (6) months from the date the Franchisor notifies the Landlord of its election to continue the use of the Leased Premises, then the Franchisor shall have the right at any time thereafter to rescind its election to acquire a leasehold interest in the Leased Premises and to terminate the Lease or any new lease between it and the Landlord for the Leased Premises,

whereupon all amounts deposited by the Franchisor in escrow, together with interest earned thereon, shall be returned forthwith to the Franchisor, and the Landlord shall release the Franchisor from all of its obligations under the Lease or under any new lease.

6. Amendment of Lease. The Landlord and the Tenant agree not to amend the Lease in any respect, except with the prior written consent of the Franchisor.

7. Franchisor Not a Guarantor. The Landlord acknowledges and agrees that notwithstanding any terms or conditions contained in this Addendum or any other agreement, the Franchisor shall in no way be construed as a guarantor or surety of the Tenant's obligations under the Lease. Notwithstanding the foregoing, in the event the Franchisor becomes the Tenant by assignment of the Lease in accordance with the terms hereof or enters into a new lease with Landlord, then the Franchisor shall be liable for all of the obligations of the Tenant on its part to be performed or observed under the Lease or a new lease.

8. Document to Govern. The terms and conditions contained herein modify and supplement the Lease. Whenever any inconsistency or conflict exists between this Addendum and the Lease, the terms of this Addendum shall prevail.

9. No Hazardous Materials. The Landlord warrants and represents that no part of the Franchised Business location, including the walls, ceilings, structural steel, flooring, pipes or boilers is wrapped, insulated, fire-proofed or surfaced with any asbestos-containing materials (hereinafter "ACM") or other hazardous materials as the same may be identified from time to time by applicable federal, state or local laws or regulations ("Hazardous Materials"), and that no ACM materials or Hazardous Materials will be present in the Leased Premises or on the property on which the Leased Premises sits as of the date Tenant takes possession thereof.

10. Assignment and Subletting. Notwithstanding anything set forth in the Lease to the contrary, the Tenant shall have the right to assign this Lease or any interest therein, or sublet the Leased Premises or any portion thereof without the consent of Landlord:

(a) to any bona fide franchisee of the Franchisor; or

(b) to the Franchisor or any successor or affiliate thereof.

11. Subordination. The Landlord will subordinate its interest in the Tenant's equipment to any lender financing the same, and the Landlord will further cooperate in executing all required documents to recognize such subordination within a reasonable time frame.

12. Waiver. Failure of Franchisor to enforce or exercise any of its rights hereunder shall not constitute a waiver of the rights hereunder or a waiver of any subsequent enforcement or exercise of its rights hereunder.

13. Amendment of Agreement. This Agreement may be amended only in writing signed by all parties hereto.

14. Notices. All notices hereunder shall be by certified mail to the addresses set forth above or to such other addresses as the parties hereto may, by written notice, designate.

15. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, successors, assigns and legal representatives.

16. Severability. If any provision of this Agreement or any part thereof is declared invalid by any court of competent jurisdiction, such act shall not affect the validity of this Agreement and the

remainder of this Agreement shall remain in full force and effect according to the terms of the remaining provisions or part of provisions hereof.

17. Remedies. The rights and remedies created herein shall be deemed cumulative and no one of such rights or remedies shall be exclusive at law or in equity of the rights and remedies which Franchisor may have under this or any other agreement to which Franchisor and the Tenant are parties.

18. Attorneys' Fees. If any action is instituted by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all attorneys' fees and costs incurred in connection therewith.

19. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Leased Premises are located.

20. Certain Acknowledgements. The Landlord and the Tenant acknowledge and agree that all interior and exterior signage and related items (collectively the "Leased/Licensed Assets") are the sole property of the Franchisor. The Tenant shall have no right to pledge in any manner the Leased/Licensed Assets and the Landlord shall have no rights to place any liens on or make any other claims to the Leased/Licensed Assets.

21. Assignment of this Agreement. Franchisor and Landlord shall have the right to assign this Agreement to any successor entity and shall thereby be released from any further liability under this Agreement.

[Remainder of page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Mandatory Addendum to Lease to be executed the day and year first above written.

WITNESS:

INSERT NAME OF LANDLORD:

By: _____
Insert Name and Title

Date

INSERT NAME OF TENANT

By: _____
Insert Name and Title

Date

BOSTON PIZZA RESTAURANTS, LP

By: _____
Authorized Signatory

Date

By: _____
Authorized Signatory

Date

**TELEPHONE ASSIGNMENT AGREEMENT AND
POWER OF ATTORNEY**

THIS TELEPHONE ASSIGNMENT AGREEMENT is made as of this **Insert Date** day of **Insert Month, Insert Year** by and between **Insert name of Assignor** (hereinafter the "Assignor") and **Boston Pizza Restaurants, LP**, a Delaware limited partnership (hereinafter the "Assignee").

WITNESSETH:

WHEREAS, the Assignee has developed and owns or is the exclusive U.S. Licensee of the proprietary system ("System") for the operation of a restaurant under the trademark and logo **Boston's The Gourmet Pizza** (the "Franchised Business");

WHEREAS, the Assignor has been granted a license to operate a Franchised Business pursuant to a Franchise Agreement dated **Insert date of Franchise Agreement** in accordance with the System;

WHEREAS, in order to operate its Franchised Business, the Assignor shall be acquiring one or more telephone numbers, telephone listings and telephone directory advertisements; and

WHEREAS, as a condition to the execution of the Franchise Agreement, the Assignee has required that the Assignor assign all of its right, title and interest in its telephone numbers, telephone listings and telephone directory advertisements to the Assignee in the event of a termination of the Franchise Agreement and to execute the accompanying Power of Attorney attached as Exhibit 1, as evidence of Assignee's authority to take assignment of Assignor's telephone numbers, telephone listings, and telephone directory advertisements;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Assignment**. In the event of termination of the Franchise Agreement, and in order to secure continuity and stability of the operation of the System, the Assignor hereby sells, assigns, transfers and conveys to the Assignee all of its rights, title and interest in and to certain telephone numbers, telephone listings and telephone directory advertisements pursuant to which Assignor shall operate its Franchised Business in accordance with the terms of the Franchise Agreement; provided, however, such Assignment shall not be effective unless and until the Franchise Agreement is terminated in accordance with the provisions thereof.

2. **Representation and Warranties of the Assignor**. The Assignor hereby represents, warrants and covenants to the Assignee that: As of the effective date of the Assignment, all of the Assignor's obligations and indebtedness for telephone, telephone listing services and telephone directory advertisement services shall be paid and current;

(a) As of the date hereof, the Assignor has full power and legal right to enter into, execute, deliver and perform this Agreement;

(b) This Agreement is a legal and binding obligation of the Assignor, enforceable in accordance with the terms hereof;

(c) The execution, delivery and performance of this Assignment does not conflict with, violate, breach or constitute a default under any contract, agreement or instrument to which the Assignor is a party or by which the Assignor is bound, and no consent of nor approval by any third party is required in connection herewith; and

(d) The Assignor has the specific power to assign and transfer its right, title and interest in its telephone numbers, telephone listings and telephone directory advertisements, and the Assignor has obtained all necessary consents to this Assignment.

3. **Miscellaneous.** The validity, construction and performance of this Assignment shall be governed by the laws of the State of Texas. All agreements, covenants, representations and warranties made herein shall survive the execution hereof. All rights of the Assignee shall inure to its benefit and to the benefit of its successors and assigns.

IN WITNESS WHEREOF, each of the parties have executed this Assignment as of the day and year first written above.

ASSIGNEE:

BOSTON PIZZA RESTAURANTS, LP
a Delaware limited partnership

By: Authorized Signatory

By: Authorized Signatory

ASSIGNOR:

By: Insert Name, Insert Title

Date: _____

POWER OF ATTORNEY

By its execution hereof, **Insert Name of Assignor** hereby makes, constitutes and appoints Boston Pizza Restaurants, LP or its designee, ("BPR") as its true and lawful agent and attorney-in-fact, with full power of substitution, in its name, place and stead to make, execute, sign, acknowledge, swear to, record and file, on behalf of it:

- (a) to take and effectuate an assignment to BPR's name and account of all telephone numbers, telephone listings and telephone directory advertisements held in the name of **Insert Name of Assignor**; and
- (b) all other instruments which may be required or permitted by law to be executed to take and effectuate the assignment to BPR's name and account of all telephone numbers, telephone listings and telephone directory advertisements held in the name of **Insert Name of Assignor**.

Insert Name of Assignor

Name of Signatory for Assignor

STATE OF **Insert State**)

COUNTY OF **Insert County**)

Subscribed and sworn to before me this _____ day of _____, **Insert Year**, by _____, as _____.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

[SEAL]

GUARANTY AND UNDERTAKING

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement, and any revisions, modifications and amendments thereto, (hereinafter collectively the "Agreement") dated the **Insert Day** day of **Insert Month**, **Insert Year** by and between **Boston Pizza Restaurants, LP**, a Delaware limited partnership (hereinafter the "Franchisor") and **Insert Name of Franchisee** (hereinafter the "Franchisee"), the undersigned **Insert Name of Guarantor** (the "Guarantor") agrees as follows:

1. Without limiting any of Franchisee's obligations under the Agreement, Guarantor, individually and collectively with all other Agreement guarantors: (a) makes all of the covenants, representations, warranties and agreements of a Principal (as defined in the Agreement), including, but not limited to, those set forth in Sections VII.C (Confidentiality), VII.F (Duplication), VIII (Confidential Information), XII (Transfer of Interest), XV (Covenants), and XVIII.A.4 (regarding indemnification) of the Agreement and is obligated to perform thereunder; and (b) represents that each and every representation of Franchisee made in connection with the Agreement is true, correct and complete in all respects as of the time given and as of the time of the undersigned's execution of this Guaranty and Undertaking.
2. The Guarantor does hereby unconditionally guaranty the full, prompt and complete performance of the Franchisee under the terms, covenants and conditions of the Agreement, including without limitation, compliance with all confidentiality requirements, protection and preservation of confidential information, compliance with all non-compete provisions, compliance with the terms of any and all other agreements executed by Franchisee in order to open and operate the Franchised Business, and the complete and prompt payment of all indebtedness to the Franchisor under the Agreement. The word "indebtedness" is used herein in its most comprehensive sense and includes without limitation any and all advances, debts, obligations and liabilities of the Franchisee, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitation or is otherwise unenforceable.
3. The obligations of the Guarantor are independent of the obligations of the Franchisee and a separate action or actions may be brought and prosecuted against the Guarantor, whether or not actions are brought against the Franchisee or whether the Franchisee is joined in any such action.
4. The Franchisor shall not be obligated to inquire into the power or authority of the Franchisee or its partners or the officers, directors, agents, members or managers acting or purporting to act on the Franchisee's behalf and any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed hereunder. Where the Guarantor is a corporation or partnership it shall be conclusively presumed that the Guarantor and the partners, agents, officers and directors acting on their behalf have the express authority to bind such corporations or partnerships and that such corporations or partnerships have the express power to act as the Guarantor pursuant to this Guaranty and Undertaking and that such action directly promotes the business and is in the interest of such corporations or partnerships.

5. The Franchisor, its successors and assigns, may from time to time, without notice to the undersigned: (a) resort to the undersigned for payment of any of the indebtedness, whether or not it or its successors have resorted to any property securing any of the indebtedness or proceeded against any other of the undersigned or any party primarily or secondarily liable on any of the indebtedness; (b) release or compromise any indebtedness of any of the undersigned hereunder or any indebtedness of any party or parties primarily or secondarily liable on any of the indebtedness; (c) extend, renew or credit any of the indebtedness for any period (whether or not longer than the original period); (d) alter, amend or exchange any of the indebtedness; or (e) give any other form of indulgence, whether under the Agreement or otherwise.

6. The undersigned further waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between the Franchisee and the Franchisor resulting from the Agreement or otherwise, and the settlement, compromise or adjustment thereof.

7. This Guaranty and Undertaking shall be enforceable by and against the respective administrators, executors, successors and assigns of the Guarantor and the death of any Guarantor shall not terminate the liability of such Guarantor or limit the liability of other Guarantors hereunder.

8. Section XXV (Applicable Law) is hereby incorporated into this Guaranty and Undertaking by reference.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty and Undertaking under seal effective as of the **Insert Day** day of **Insert Month**, **Insert Year**.

Signature

Insert Name
Insert Home Address
Insert Home Address
 Telephone
 E-Mail

Date: _____

CERTIFICATE OF CORPORATE STATUS

for
Insert Name of Franchisee (the "Franchisee")

I CERTIFY THAT I am the corporate attorney for the Franchisee and that the corporate records of the Franchisee reveal the following facts:

<u>Director/Manager</u>	<u>Officer</u>	<u>Office Held</u>
Insert Name	Insert Name	Insert Office
Insert Name	Insert Name	Insert Office

The shareholders/members of the Franchisee are as follows:

<u>Shareholders/Members</u>	<u>Class and Kind Held</u>	<u># of Shares - % of Membership Interest</u>
Insert Name	Insert Share Class and Kind	Insert Number Held
Insert Name	Insert Share Class and Kind	Insert Number Held

The shareholders/members shown above own, both legally and beneficially, all shares/membership interests issued and outstanding. Attached are true copies of the Register of Shareholders, Directors and Officers for the Franchisee. If any shares, membership, or partnership interests are owned legally and beneficially by another incorporated entity, a limited liability company, or another legal entity then the principals of that entity are also detailed above and a true copy of the Register of Shareholders/Members is attached.

The Franchisee was formed as a **Insert type of entity** in the state of **Insert state** on **Insert date of incorporation**, as shown on the attached document issued by the appropriate agency in the Franchisees jurisdiction. The Franchisee is, on the date hereof, in good standing with respect to the filing of annual reports in its jurisdiction.

DATED at _____, _____, this ____ day of _____, 20__.

Attorney (to stamp name and address below)

BOSTON LINK FRANCHISEE AGREEMENT

THIS AGREEMENT is made effective the **Insert Day** day of **Insert Month**, **Insert Year**, between **Boston Pizza Restaurants, LP**, a Delaware limited partnership ("BPR"), whose principal place of business is Suite 450, 1501 LBJ Freeway, Dallas, Texas, 75234, Facsimile No. 972-484-7630 for US Franchisees, and **Insert Franchisee Name**, of **Insert Franchisee Address** Facsimile No. **Insert Franchisee Fax Number** ("Franchisee").

WHEREAS, BPR provides a private intranet at *www.bostonlink.org* (the "**Boston Link**") containing trade secrets and confidential information intended by BPR to be available only to its employees, area developers, franchisees and others associated with the BPR System (defined below) for their use only in a fashion authorized by BPR;

WHEREAS, the Franchisee wishes to have access, and to allow Users (defined below) to have access to the Boston Link and BPR has agreed to allow the Franchisee and Users to have access on the terms and conditions herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the Franchisee and BPR agree as follows:

1. DEFINITIONS

In this Agreement:

"Affiliate" means any corporation which is Controlled by or which Controls BPR or any other corporation Controlled by, or which Controls BPR, whether such Control be direct or indirect.

"BPR Manuals" means the copyrighted BPR System series of manuals owned by BPR, as revised by BPR from time to time, together with all computer media (e.g., information posted on the Boston Link, computer software and CD-Roms) and electronic communications via the Internet (e.g., email) provided, or made available, by BPR to the Franchisee or the Users.

"BPR System" means the franchised system of full service, casual dining restaurants (the "BPR Restaurants") featuring pizza, pasta and other food specialties, beverages and forms of entertainment, which operate under one or more of the trade-marks of BPR; including, without limitation, procedures for developing new BPR Restaurants, preparing foods and beverages, conducting advertising and other marketing, training and ongoing administrative support to franchisees.

"Control", "Controls" and "Controlled" includes, without limitation:

the right to exercise a majority of votes which may be cast at a general meeting of a corporation; and

the right to elect or appoint, directly or indirectly, a majority of the directors of a corporation or one or more other persons who have the right to manage or supervise the management of the affairs and business of the corporation.

“Franchise Agreement” means the Franchise Agreement between BPR and the Franchisee dated as of the date of this Agreement, as amended from time to time, and each renewal or replacement thereof.

“User” or “Users” means that person or persons who access the Boston Link through a user account created by BPR at the request of the Franchisee and who are employed by the Franchisee.

2. LIMITED LICENSE

BPR hereby grants to Franchisee a limited license, revocable in BPR’s sole discretion, to access and use the Boston Link in accordance with the terms of this Agreement.

3. INFORMATION PROVIDED

Whenever the Franchisee or any User provides any information to BPR through the Boston Link, the Franchisee irrevocably agrees that BPR may use that information in the same manner as the information provided by the Franchisee to BPR under the Franchise Agreement.

4. CONSENT TO COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

The Franchisee acknowledges that BPR will collect personal information from the Franchisee in several ways, such as through application forms, surveys, inspection reports, emails, communications between the Franchisee or the Users and BPR, from information submitted by the Franchisee through the Boston Link, and from information collected by BPR from references, search agencies, financial institutions, credit reporting agencies and other sources. The Franchisee acknowledges that any personal information collected about the Franchisee by BPR will be used by BPR to provide services over the Boston Link, to protect the Confidential Information defined hereunder, and to ensure the Franchisee and the Users comply with this Agreement and other applicable agreements and laws. The Franchisee also acknowledges that the Franchisee’s personal information may be distributed to third parties including landlords, financial institutions, financial and legal advisors and government bodies for any of the same purposes. The Franchisee irrevocably consents to BPR collecting, using and disclosing the Franchisee’s personal information for any of the above purposes. In addition, and without limiting the foregoing, BPR may disclose any information you provide to, on or through Boston Link (i) when BPR believes disclosure to be appropriate to comply with any law, regulation, or government request or to comply with judicial process; or (ii) if such disclosure is necessary or appropriate to operate Boston Link; or (iii) to protect the rights or property of BPR, other Boston Link users, or any of BPR’s customers, franchisees, or affiliates. The Franchisee grants BPR a non-exclusive, royalty free, perpetual, irrevocable, world wide and universal license to use and display all information and content provided on the Boston Link by the Franchisee on the Boston Link and in any other medium and to perform all actions in relation to that content as BPR deems fit. BPR may delete or modify any of the content without notice and without reason.

5. FORUMS AND LINKS TO OTHER WEB SITES

BPR is not responsible for, and will not be liable for any damages caused by, the information or comments provided on any Boston Link web page modules or any web pages displaying information from sources other than BPR including the following:

Module	Description
Discussion / Forum	An area to share information with other users of the Boston Link.
Important Information	The <i>Important Information</i> page shows Mailings and Seminar dates. Mailings can include memos, manual updates, new menus, and other important information.
My Mail	The <i>My Mail</i> area provides access to the Franchisee's mailbox. Mail messages can be read, saved, deleted, replied to, and forwarded. New messages can also be composed and sent.
Supplier Links	The <i>Suppliers and Links</i> page displays the various Suppliers and Links that relate to BPR.

6. MONITORING

BPR has the right, but not the obligation, to monitor or log use of the Boston Link by one or both of the Franchisee and the Users (including any information in the discussion forums and mail portions of the Boston Link), to determine whether the Franchisee and the Users are complying with this Agreement, and any other agreements between BPR and the Franchisee or the User. The Franchisee irrevocably consents to such monitoring and collection of information. BPR may delete, remove or block access to any such information at any time without notice.

7. CONFIDENTIAL INFORMATION

The Franchisee acknowledges that BPR and its Affiliates are the owners of all proprietary rights in and to the materials and information revealed in or through the Boston Link including trade secrets, techniques, procedures, methods, menus, format and the BPR Manuals (collectively, the "Confidential Information"). The Franchisee acknowledges that the Confidential Information is highly confidential. The Confidential Information is revealed in strictest confidence and the Franchisee covenants to keep and respect the confidence so reposed. The Franchisee will not use, and will not permit any of the Users to use, the Confidential Information for any purpose inconsistent with the Franchise Agreement, or reveal the Confidential Information to any person, firm, corporation or entity whatsoever, unless such information becomes public knowledge through no fault of the Franchisee. Subject to the following sentence, the Franchisee will not copy or reproduce or permit to be copied or reproduced, any of the Confidential Information. The Franchisee may download information from the Boston Link if specifically authorized to do so on the website (the "Downloaded Information"). The Franchisee also acknowledges that various information will be automatically downloaded and stored by the Franchisee's computer upon accessing the Boston Link (the "Automatic Downloads"). The Downloaded Information and the Automatic Downloads are Confidential Information and the Franchisee will protect that information and all such electronic information in the same manner as set out above. The Franchisee acknowledges that:

- (a) the Confidential Information is also protected by the Franchise Agreement. If there is any conflict between this Agreement and the Franchise Agreement with regard to Confidential Information, then the Franchise Agreement will prevail, and
- (b) theft or misappropriation of trade secrets is subject to serious criminal sanctions and civil liability under applicable law, that the Confidential Information constitutes trade secrets, and that the theft or misappropriation of any information from the Boston Link will be prosecuted to the full extent of the law.

8. RESTRICTION OF LIABILITY

The BPR Link and the information contained thereat are provided "As Is" without warranty of any kind (expressed or implied) including, but not limited to, any warranty of merchantability, title, non-infringement, durability or fitness for a particular purpose. The material contained in the Boston Link may not be correct, accurate or reliable and may include technical inaccuracies or typographical errors. BPR does not warrant that the functions contained in the material on the Boston Link will be uninterrupted or error free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or other harmful components. In no event will BPR or any of its Affiliates or their officers, directors, shareholders, employees or representatives be liable to the Franchisee, the Users or any third parties for any loss or injuries to earnings, profits, goodwill, data or otherwise, or for any incidental, special, punitive or consequential damages, or for any other damages of any sort whether arising in contract tort or otherwise, caused by or arising in connection with the Boston Link, including but not limited to loss associated with:

- (a) any service interruption;
- (b) any hardware or software malfunction;
- (c) any display or misdisplay of any content provided by the Franchisee or the Users;
- (d) the provision of any inaccurate or incorrect information; or
- (e) any failure of performance, error, omission, delay in operation of transmission, computer virus, or line failure. The above limitation or exclusion may not apply to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages.

9. FRANCHISEE'S REPRESENTATIONS AND COVENANTS

The Franchisee represents to and covenants with BPR that:

- (a) the Franchisee and its User(s) will use the Boston Link in a manner consistent with all applicable laws and regulations, and
- (b) all information and content posted on the Boston Link by the Franchisee and its Users will be accurate, truthful, lawful, and will not be defamatory, obscene, offensive, or in violation of any third parties' intellectual property rights, and will not contain any virus or any other harmful material.

10. INDEMNITY

The Franchisee will maintain the security of the Users' user names and passwords. The Franchisee and the Users will be jointly and severally responsible and liable for all activities conducted under the Users' user name and password. The Franchisee will indemnify and hold BPR and its Affiliates and their officers, directors, shareholders, employees or representatives harmless from and against all claims, taxes, damages, costs (including lawyers' accounts) from any source or for any reason, including but not limited to claims arising in tort law, or relating directly or indirectly to the Franchisee's and the Users' Boston Link account(s), the Franchisee's and the Users' access to the Boston Link, the Franchisee's breach of this Agreement.

11. REVOCATION OF RIGHT TO ACCESS

BPR shall have no obligation to provide or continue to provide access to the Boston Link. BPR reserves the right to deny the Franchisee or any Users access to the Boston Link from time to time or completely without notice.

12. USERS

The Franchisee will not allow anyone to have access to the Boston Link except a User who has been approved by BPR as follows:

- (a) the Franchisee will submit to BPR, in a form prescribed by BPR from time to time, a request that its manager or other supervisory personnel have access to the Boston Link;
- (b) the Franchisee will provide such information and documentation as BPR may reasonably request about the proposed User; and
- (c) BPR will advise the Franchisee whether the proposed User is approved.

The Franchisee reserves the right, in its sole discretion, to deny without cause the application for anyone to become a User.

The Franchisee acknowledges that the Users will at all times be deemed to be acting on behalf of the Franchisee. The Franchisee will be responsible for ensuring that each User complies with the terms of this Agreement, all other agreements between BPR and the Franchisee, and with all applicable laws.

13. LICENSE

The Franchisee grants BPR a non-exclusive, royalty free, perpetual, irrevocable, world wide and universal license to use and display all information and content provided on the Boston Link by the Franchisee and the Users on the Boston Link and in any other medium and to perform all actions in relation to that content as BPR deems fit. BPR may delete or modify any of the content without notice and without reason.

14. WAIVERS

The failure of a party to insist upon the strict performance of any provision of this Agreement, or to exercise fully or at all any right, or remedy contained in this Agreement, will not be construed as a waiver or a relinquishment by that party for the future of the right to insist upon full performance or exercise any such right or remedy.

15. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability will attach only to such term or portion thereof, and the remaining portion of the term and all other terms of this Agreement will continue in full force and effect. The parties will negotiate in good faith to agree to a substitute term that will be as close as possible to the intention of any term found to be invalid or unenforceable in whole or in part while being valid and enforceable. The invalidity or unenforceability of any provision in whole or in part in any particular jurisdiction will not affect its validity or enforceability in any other jurisdiction where it is valid or enforceable.