

16. ENTIRE AGREEMENT

This Agreement and the Franchise Agreement 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.

17. 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 BPR: 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.

18. ASSIGNMENT

The Franchisee may not assign this Agreement without the prior written consent of BPR. BPR may assign this Agreement to any party in its sole discretion without the Franchisee's consent. Any purported assignment by Franchisee, by operation of law or otherwise, not having the written consent of the BPR shall be null and void and shall constitute a material breach of this Agreement, for which BPR may immediately terminate this Agreement without opportunity to cure.

19. 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.

20. FURTHER ASSURANCES

Each party will from time to time execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to give full effect to this Agreement and to make this Agreement legally effective, binding, and enforceable as between them and as against third parties.

21. SUCCESSORS AND ASSIGNS

This Agreement will be binding upon and will enure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns. Each of the Affiliates is also entitled to all benefits of BPR hereunder.

22. GOVERNING LAW

This Agreement takes effect upon its acceptance and execution by BPR. 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.

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, BPR 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 BPR'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 BPR, will occur in Dallas County, Texas.

23. 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.

24. OTHER AGREEMENTS/CROSS DEFAULT

If there is any conflict between this Agreement and the Franchise Agreement, the Franchise Agreement shall prevail. The Franchisee will be deemed to have committed a "Material Default" of the Franchise Agreement if the Franchisee:

- (a) fails to comply with any of its respective obligations hereunder for a period of 14 days after written notice of such default has been delivered by BPR to the Franchisee, or
- (b) fails to comply at any time with its obligations under Section 7 of this Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals effective as of the day and year written below.

BPR:

BOSTON PIZZA RESTAURANTS, LP.

Authorized Signatory

Date: _____

Authorized Signatory

Date: _____

FRANCHISEE:

Insert Franchisee Name

Insert Name & Title

Date: _____

PRINCIPALS' 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 Principal** (the "Principal") agrees as follows:

1. Each of the undersigned acknowledges and agrees as follows:

(a) Each has read the terms and conditions of the Agreement and acknowledges that the execution of this Principals' Undertaking is in partial consideration for, and a condition to, the granting of the franchise, and that Franchisor would not have granted the franchise without the execution of this Principals' Undertaking and the undertakings by each of the undersigned;

(b) Each is included in the term "Principal" as defined in the Agreement; and

(c) Without limiting any of Franchisee's obligations under the Agreement, Principal, individually and collectively with all other Principals: (i) 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 (ii) 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 Principals' Undertaking.

2. The obligations of the Principals are independent of the obligations of the Franchisee and a separate action or actions may be brought and prosecuted against the Principal, whether or not actions are brought against the Franchisee or whether the Franchisee is joined in any such action.

3. This Principals' Undertaking shall be enforceable by and against the respective administrators, executors, successors and assigns of the Principal and the death of any Principal shall not terminate the liability of such Principal or limit the liability of other Principals hereunder.

IN WITNESS WHEREOF, the undersigned has executed this Principals' 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: _____

**AMENDMENT TO BOSTON PIZZA RESTAURANTS, LP
FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA**

The Boston Pizza Restaurants, LP Franchise Agreement between _____ (“Franchisee” or “You”) and Boston Pizza Restaurants, LP (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Corporations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORPORATIONS CODE Section 31000 *et seq.*, and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.* To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. California Business and Professions Code Sections 20000 through 20043 provide rights to You concerning nonrenewal and termination of the Agreement. The Federal Bankruptcy Code also provides rights to You concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Agreement contains a provision that is inconsistent with these laws, these laws will control.
- b. If the Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.
- c. If the Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.
- d. If the Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.
- e. If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.
- f. If the Agreement requires that it be governed by a state's law, other than the State of California, such requirement may be unenforceable.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the California law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Franchise Agreement on this ____ day of _____, _____.

WITNESS:

BOSTON PIZZA RESTAURANTS, LP
a Delaware limited partnership

By: Authorized Signatory

Date:

By: Authorized Signatory

Date:

WITNESS:

FRANCHISEE:

By: _____

Date: _____

**AMENDMENT TO BOSTON PIZZA RESTAURANTS, LP
FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS**

The Boston Pizza Restaurants, LP Franchise Agreement between _____ (“Franchisee” or “You”) and Boston Pizza Restaurants, LP (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, Ill. Comp. Stat. ch. 815 para. 705/1 - 705/44 (1994). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. 815 ILCS 705/19 and 705/20 provide rights to You concerning nonrenewal and termination of this Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act will control.
- b. If Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule of order under the Act, such release shall exclude claims arising under the Illinois Franchise Disclosure Act, and such acknowledgments shall be void with respect to claims under the Act and are hereby deleted.
- c. If this Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void under the Illinois Franchise Disclosure Act.
- d. If this Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act, the Act will control.
- e. The 9th recital of this Agreement is deleted in its entirety.
- f. Section IV.A. of this Agreement is amended by adding the following:

Pursuant to a requirement of the Illinois Attorney General, and until written authorization is given by the Illinois Attorney General, the franchise fees paid by Illinois franchisees to BPR will be deposited into an escrow account and held in escrow until such time as BPR has met its initial obligations to its franchisee and the Franchised Business is open and operating.

- g. Section XXVII of this Agreement is amended to state that the representations made in the Offering Circular are not excluded from that on which You may rely.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Franchise Agreement on this ____ day of _____, _____.

WITNESS:

BOSTON PIZZA RESTAURANTS, LP
a Delaware limited partnership

By: Authorized Signatory

Date:

By: Authorized Signatory

Date:

WITNESS:

FRANCHISEE:

By: _____

Date: _____

**AMENDMENT TO BOSTON PIZZA RESTAURANTS, LP
FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND**

The Boston Pizza Restaurants, LP Franchise Agreement between _____ (“Franchisee” or “You”) and Boston Pizza Restaurants, LP (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

MARYLAND LAW MODIFICATIONS

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§ 14-201 - 14-233 (1998 Repl. Vol. & Supp. 2002). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. Franchisee is required in this Agreement to execute a release of claims as a condition to transfer and renew the franchise. Such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law, and such release shall be void with respect to claims under the Law.
- b. This Agreement requires you to assent to a release of claims, estoppel or waiver of liability, to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act or a rule or order under the Act in order to purchase the franchise. Such release, estoppel or waiver shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law, and such acknowledgments shall be void with respect to claims under the Law.
- c. The Maryland Franchise Registration and Disclosure Law provides that Franchisee must bring any claims under the Law within 3 years from the grant of the franchise, which period will apply for claims under such Law.
- d. If this Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights you may have under Sec. 14-216 (c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland.
- e. Section III.A. of this Agreement is revised to provide that the State of Maryland has required Franchisor to post a surety bond to secure performance of its initial obligations to Franchisee.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Franchise Agreement on this ____ day of _____, _____.

WITNESS:

BOSTON PIZZA RESTAURANTS, LP
a Delaware limited partnership

By: Authorized Signatory

Date:

By: Authorized Signatory

Date:

WITNESS:

FRANCHISEE:

By: _____

Date: _____

**AMENDMENT TO BOSTON PIZZA RESTAURANTS, LP
FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA**

The Boston Pizza Restaurants, LP Franchise Agreement between _____ (“Franchisee” or “You”) and Boston Pizza Restaurants, LP (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

MINNESOTA LAW MODIFICATIONS

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 *et seq.*, and of the Rules and Regulations promulgated under the Act (collectively the “Franchise Act”). To the extent that the Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

- a. The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims that the Franchisees' use of the Intellectual Properties infringes trademark rights of the third party. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.
- b. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a franchisee be given written notice of a franchisor's intention not to renew 180 days prior to expiration of the franchise and that the franchisee be given sufficient opportunity to operate the franchise in order to enable the franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement contains a provision that is inconsistent with such requirement of the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.
- c. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases that a franchisee be given 90 days notice of termination (with 60 days to cure). If the Agreement contains a provision that is inconsistent with such requirement of the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.
- d. If the Agreement requires Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.
- e. If the Agreement requires that it be governed by a state's law, other than the State of Minnesota or arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.
- f. To the extent Minnesota Rule 2860.4400J. prohibits a franchisor from requiring You to consent to Franchisor obtaining injunctive relief, the Agreement is hereby

revised to reflect that Franchisor may seek injunctive relief and that whether any bond will be necessary will be determined by the court.

- g. Section 80C.17 of the Act provides that no action may be commenced pursuant to that section more than three years after the cause of action accrues. No provision in the Agreement shall not be construed to limit the time period for You to bring a claim under the Act.
- h. Minn. Rule 2860.4400J. prohibits Franchisor from requiring Franchisee to consent to liquidated damages and/or termination penalties and prohibits waiver of a jury trial. If the Agreement contains a provision that is inconsistent with the Minn. Rule, the provisions of the Agreement shall be superseded by the Minn. Rule's requirements and shall have no force or effect.

2. Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Franchise Agreement on this ____ day of _____, _____.

WITNESS:

BOSTON PIZZA RESTAURANTS, LP
a Delaware limited partnership

By: Authorized Signatory

Date:

By: Authorized Signatory

Date:

WITNESS:

FRANCHISEE:

By: _____

Date: _____

**AMENDMENT TO BOSTON PIZZA RESTAURANTS, LP
FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK**

The Boston Pizza Restaurants, LP Franchise Agreement between _____ (“Franchisee” or “You”) and Boston Pizza Restaurants, LP (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

NEW YORK LAW MODIFICATIONS

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.
- b. If the Agreement requires that it be governed by a state's law, other than the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon the Licensee under the New York General Business Law, Article 33, Sections 680 through 695.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

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IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Franchise Agreement on this ____ day of _____, _____.

WITNESS:

BOSTON PIZZA RESTAURANTS, LP
a Delaware limited partnership

By: Authorized Signatory

Date:

By: Authorized Signatory

Date:

WITNESS:

FRANCHISEE:

By: _____

Date: _____

**AMENDMENT TO BOSTON PIZZA RESTAURANTS, LP
FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA**

The Boston Pizza Restaurants, LP Franchise Agreement between _____
("Franchisee" or "You") and Boston Pizza Restaurants, LP ("Franchisor") dated _____
(the "Agreement") shall be amended by the addition of the following language, which shall be considered
an integral part of the Agreement (the "Amendment"):

NORTH DAKOTA LAW MODIFICATIONS

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments shall be void with respect to claims under the Law.
- b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.
- c. If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.
- d. If the Agreement requires that it be governed by a state's law, other than the State of North Dakota, to the extent that such law conflicts with the North Dakota Franchise Investment Law, the North Dakota Franchise Investment Law will control.
- e. If the Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.
- f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Franchise Agreement on this ____ day of _____, _____.

WITNESS:

BOSTON PIZZA RESTAURANTS, LP
a Delaware limited partnership

By: Authorized Signatory

Date:

By: Authorized Signatory

Date:

WITNESS:

FRANCHISEE:

By: _____

Date: _____

**AMENDMENT TO BOSTON PIZZA RESTAURANTS, LP
FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND**

The Boston Pizza Restaurants, LP Franchise Agreement between _____ (“Franchisee” or “You”) and Boston Pizza Restaurants, LP (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under Rhode Island Franchise Investment Act Sec. 19-28.1-14.
- b. If this Agreement requires that it be governed by a state's law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Sec. 19-28.1-14.
- c. If Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Franchise Agreement on this ____ day of _____, _____.

WITNESS:

BOSTON PIZZA RESTAURANTS, LP
a Delaware limited partnership

By: Authorized Signatory

Date:

By: Authorized Signatory

Date:

WITNESS:

FRANCHISEE:

By: _____

Date: _____

**AMENDMENT TO BOSTON PIZZA RESTAURANTS, LP
FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON**

The Boston Pizza Restaurants, LP Franchise Agreement between _____ (“Franchisee” or “You”) and Boston Pizza Restaurants, LP (“Franchisor”) dated _____ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

WASHINGTON LAW MODIFICATIONS

1. The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, WA Rev. Code §§ 19.100.010 to 19.100.940 (1991). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. Washington Franchise Investment Protection Act provides rights to You concerning nonrenewal and termination of the Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act will control.
- b. If Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the Washington Franchise Investment Protection Act; except when the release is executed under a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. If there are provisions in the Agreement that unreasonably restrict or limit the statute of limitations period for claims brought under the Act, or other rights or remedies under the Act, those provisions may be unenforceable.
- c. If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of Washington, the requirement may be unenforceable under Washington law. Arbitration involving a franchise purchased in the State of Washington, must either be held in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
- d. If the Agreement requires that it be governed by a state’s law, other than the State of Washington, and there is a conflict between the law and the Washington Franchise Investment Protection Act, the Washington Franchise Investment Protection Act will control.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Washington law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Franchise Agreement on this ____ day of _____, _____.

WITNESS:

BOSTON PIZZA RESTAURANTS, LP
a Delaware limited partnership

By: Authorized Signatory

Date:

By: Authorized Signatory

Date:

WITNESS:

FRANCHISEE:

By: _____

Date: _____