

**FRANCHISE AGREEMENT
FOR PASTA RESTAURANT**

TABLE OF CONTENTS

Table of Contents	2
DEFINITIONS	3
ARTICLE 1 - FRANCHISE RIGHT GRANTED, LOCATION	4
1.1 GRANT.....	4
1.2 LICENSE.....	4
1.3 LOCATION.....	4
ARTICLE 2 - INSTALLATION AND COMMENCEMENT OF BUSINESS.....	5
ARTICLE 3 - TRAINING	5
ARTICLE 4 - MANUALS AND STANDARDS OF OPERATOR QUALITY, CLEANLINESS AND SERVICE.....	6
4.1 STANDARDS.....	6
4.2 MANUALS.....	6
4.3 HOURS.....	6
4.4 APPEARANCE.....	7
4.5 PRODUCT LINE AND SERVICE.....	7
4.6 CONTAINERS, FIXTURES AND OTHER GOODS	7
ARTICLE 5 - MENUS, UNIFORMS, INSPECTIONS, SIGNS	7
5.1 MENUS.....	7
5.2 COMPLIANCE.....	8
5.3 SIGNS, DESIGNS AND FORMS OF PUBLICITY	8
5.4 UNIFORMS AND EMPLOYEE APPEARANCE	8
5.5 VENDING OR OTHER MACHINES	9
5.6 INSPECTION.....	9
ARTICLE 6 - ADVERTISING AND FRANCHISEE ASSOCIATIONS.....	9
ARTICLE 7 - COMPANY MARKS AND ADDITIONAL MARKS.....	11
ARTICLE 8 - DISTRIBUTION AND PURCHASE OF EQUIPMENT, SUPPLIES, AND OTHER PRODUCTS	11
8.1 DEFINITIONS.....	11
8.2 DISTRIBUTORS.....	12
8.3 MANUFACTURERS.....	12
8.4 PURCHASE OBLIGATIONS.....	13
ARTICLE 9 - CONTINUING FRANCHISE FEES, REPORTS, BOOKS AND RECORDS	14
9.1 CONTINUING FRANCHISE FEES.....	14
9.2 REPORTS AND INSPECTION OF RECORDS.....	15
ARTICLE 10 - COVENANT REGARDING OTHER BUSINESS INTERESTS	15
ARTICLE 11 - INTERFERENCE WITH EMPLOYMENT RELATIONS	16
ARTICLE 12 - SUBFRANCHISORS, SALESMEN.....	16
ARTICLE 13 - LOCAL RESTAURANT MARKETING MANUAL.....	16
ARTICLE 14 - NATURE OF INTEREST, AND TRANSFER	17
14.1 GENERAL PROVISIONS.....	17
14.2 CONSENT TO TRANSFER.....	17
ARTICLE 15 - TERM, DEFAULT AND TERMINATION.....	18
15.1 TERM.....	18
15.2 DEFAULTS WITHOUT OPPORTUNITY TO CURE.....	19
15.3 DEFAULTS WITH OPPORTUNITY TO CURE.....	20
ARTICLE 16 - RIGHTS AND OBLIGATIONS UPON TERMINATION	21
ARTICLE 17 - INSURANCE.....	22
ARTICLE 18 - SOLE OBLIGATIONS OF FRANCHISOR.....	22
ARTICLE 19 - POINT OF SALE SYSTEM, COLLECTION OF DATA	23
ARTICLE 20 - RELATIONSHIP OF PARTIES, DISCLOSURE	24
ARTICLE 21 - DISPUTE RESOLUTION: ARBITRATION AND LEGAL PROCEEDINGS	24
ARTICLE 22 - EXECUTION, REQUESTS, CONSENTS AND WAIVERS.....	25
ARTICLE 23 - MISCELLANEOUS PROVISIONS.....	26

THIS AGREEMENT made this __ day of ____, 20__, by and between

Corporation A Inc., a [jurisdiction] corporation,
located at [address in full]
("Franchisor")

and

Corporation B Inc. located at [address in full]
("Operator," as also defined in Article 10)

WHEREAS, Franchisor is the owner of the trademark "Corporation A", for which an application for registration has been filed with, or a registration has been issued by the United States Patent and Trademark Office of the United States of America, and Franchisor may in the future become the owner, licensee and/or authorized distributor for related trademarks, including logos and designs (collectively, "Franchisor's Marks"); and

WHEREAS, Franchisor has developed and continues to develop a system for merchandising Corporation A authorized products, which system includes distinctive signs, food recipes, uniforms, and various trade secrets and other confidential information, and in some cases also includes architectural designs, equipment specifications, layout plans, inventory, record-keeping and marketing techniques (the "System"). The System is materially reflected in Franchisor's Operations Manual, Local Restaurant Marketing Manual and Construction Manual (collectively, the "Manuals"). Franchisor identifies the System by Franchisor's Marks, and such other trademarks, service marks, trade names, logos and designs as may be designated by Franchisor in writing as being authorized for use under the System. Franchisor's Marks identify for the public the source of the services rendered in accordance with the standards and specifications established by Franchisor; and

WHEREAS, the System as used in existing Traditional and Nontraditional Corporation A Restaurants and Corporation A Distribution Points have established or will establish a reputation for quality, cleanliness, appearance and service, and through such operations and continued marketing and advertising efforts, have created demand and goodwill for the authorized Corporation A food products sold as a result of which the System has acquired valuable goodwill and a favorable reputation; and

WHEREAS, Operator desires to enjoy the benefits of (i) operating under the System and using Franchisor's Marks, and (ii) being authorized and licensed to operate one System Restaurant as set forth below within the System in strict accordance with the standards and specifications established by Franchisor; and

WHEREAS, Franchisor is willing to grant Operator a license under Franchisor's Marks and the System, subject to Operator's strict compliance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

DEFINITIONS

In this Agreement the following capitalized terms shall have the meanings set forth below, unless the context otherwise requires:

- (a) A Corporation A Branded Product is any product now existing or developed in the future that bears Franchisor's Marks and is sold by some or all Corporation A Franchisees or Franchisor or other entities authorized by Franchisor, such as supermarkets, grocery stores or convenience stores.
- (b) A Corporation A Distribution Point or Distribution Point is any system other than a Corporation A Restaurant, where Authorized Corporation A Products using Franchisor's