

MARK'S CARTS LICENSE AGREEMENT

THIS AGREEMENT, dated _____, 2013, is between UNION HALL KITCHEN, L.L.C. d/b/a MARK'S CARTS ("Union Hall") and _____ (the "Vvvv").

WHEREAS, Union Hall has initiated a program (the "Mark's Carts Program") in which individuals or entities acting as independent contractors (each a "Vendor") will secure licenses from Union Hall (each a "License") for access to and the use of the equipment storage, food storage and food preparation facilities maintained by Union Hall at 208 West Liberty Street, Ann Arbor, Michigan (the "Kitchen") and to sell and serve to customers (the "Customers") from a food cart owned or leased by the Vendor (the "Food Cart") the food prepared in the Kitchen in the food court maintained by Union Hall at 211 West Washington, Ann Arbor, Michigan (the "Food Court"); and

WHEREAS, Vvvv proposes to operate a Food Cart as a Vendor and to secure a License for access to and use of the Kitchen and the Food Court.

NOW THEREFORE, Union Hall and Vvvv (each a "Party" and both collectively the "Parties") agree as follows:

1. License. Union Hall grants to Vvvv and Vvvv accepts the non-exclusive License for access to and use of the Kitchen on the terms stated in this Agreement during the term of the License (the "Term"). Under the License:

(a) Union Hall will keep the Kitchen and Food Court open for Vendor access from 8:00 a.m. to 10:00 p.m. each day unless agreed upon by Union Hall Kitchen. Union Hall will hire and pay a manager to oversee the usage of the Kitchen and Food Court by the Vendors and the maintenance obligations of Union Hall in this Agreement (the "Manager"). Union Hall reserves the right in its discretion to increase or to reduce access hours based on the actual requirements and usage of the Vendors.

(b) Union Hall will issue four press releases during the Term: two announcing the opening and closing of the Food Court for the Term, and two at commercially strategic times during the Term. Union Hall will host and maintain an email address and website for the Food Court (info@markscarts.com, www.markscarts.com) and will distribute electronically submitted information to Vendors when appropriate to the Vendors' operations.

(c) Vvvv will have access to the equipment storage and food storage facilities in the Kitchen during all hours in which the Kitchen is open for access by Vendors. Vvvv will have access to and use of the food preparation facilities in the Kitchen for twenty (20) hours per week, at times scheduled by Union Hall in its sole discretion. Union Hall will designate a specific station in the Kitchen for Vvvv's use for its food preparation. Union Hall will designate a specific "cubbie" in the storage area of the Kitchen for Vvvv's exclusive use and a specific area in the walk-in cooler for Vvvv's exclusive use to store Vvvv's perishable ingredients. Union Hall will provide a

freezer space in the Kitchen for use by Vvvv and the other Vendors, with space as assigned by Union Hall in its reasonable discretion.

(d) Vvvv will have the right to use the Kitchen solely for the receipt, storage and preparation of food to be sold and served by Vvvv for a Food Cart operated by the Vendor. Unless with the consent of Union Hall, Vvvv shall not use the Kitchen for the receipt, storage and preparation of food to be sold and served by Vvvv by any means other than sale from a Food Cart at the Food Court. Without limiting the generality of the preceding sentence, unless with the consent of Union Hall, Vvvv may not use the Kitchen for the preparation of food for catering sales. Union Hall will consider requests for consent to the use of the Kitchen to prepare food for service outside of the Food Court (and may require supplemental fees from Vendors as a condition to giving that consent).

(e) Vvvv will have the right to store non-food items and equipment in its designated lockable “cubbie” and designated shelves, as long as these items are required for the preparation of food that Vvvv will sell in its Food Cart. Vvvv will not have the right to store any other equipment in the Kitchen or Food Court without the consent of Union Hall. Vvvv will keep the door to its “cubbie” closed and locked at all times when not being accessed by Vvvv. Union Hall will not be responsible for anything stored in the Food Court.

(f) Vvvv will have the right to store in the Kitchen and in its Food Cart in the Food Court ingredients used by Vvvv for the preparation of food that Vvvv will sell in its Food Carts. Vvvv will not have the right to store any other food in the Kitchen or its Food Cart unless with the consent of Union Hall. All perishable ingredients must be stored only in the Kitchen and in containers and in storage areas designated by Union Hall in its discretion in accordance with Health Department regulations and the protocols procedures from time to time prescribed by Union Hall in its discretion. Unless otherwise agreed by Union Hall, only non-perishable ingredients stored in the Kitchen may be stored in Vvvv’s “cubbie.” No food may be stored on the tops of freezers or other equipment; sodas and other drinks held for sale to customers may be stored only on shelves or other areas of the Kitchen designated for that purpose;

(g) Vvvv will not use any equipment, food ingredients or prepared foods of any other Vendor unless with the consent of that Vendor.

(h) Vvvv will use all equipment in the food preparation facilities of the Kitchen in strict compliance with good culinary practices, manufacturer’s instructions. All food preparation equipment and facilities must otherwise be used in strict compliance with all governmental regulations and protocols and procedures from time to time established by Union Hall.

(i) Union Hall will assign a specific service area in the Food Court for Vvvv’s use (the “Cart Space”). Vvvv may use its Cart Space only for sales and service to customers when Vvvv is open for business and not as storage areas for Vvvv’s equipment. Any items stored outside of Food Carts in Cart Spaces must be removed at the discretion Union Hall. Vvvv will be permitted to display signage in its Cart Space advertising Vvvv’s food, but the signage must be of a size and format and in content

approved by Union Hall. Vvvv will be required to display clearly on its Food Cart the menu, hours, and contact information for Vvvv's operations.

(j) Vvvv will operate its business of preparing and selling food from its Food Cart in compliance with the business plan that Vvvv has supplied to Union Hall in securing the License, with the food sold from the Food Cart of a quality and type substantially similar to the sample food supplied by Vvvv to Union Hall in its application. Vvvv will be solely responsible for all ingredients and other supplies required by Vvvv to prepare, sell and serve food to consumers from Vvvv's Food Carts or to perform its obligations under the License.

(k) Vvvv will comply with requirements and directives of the Manager and Vvvv will otherwise comply with the protocols attached to this Agreement, which may from time to time be modified by Union Hall in its discretion.

While Vvvv's License for access to the Kitchen and Food Court is non-exclusive, Union Hall will in selecting and granting Licenses to other Vendors, consider whether that Vendor's food is the same or substantially similar to the food sold by another Vendor in the courtyard. Union Hall reserves the right to schedule periods in which Bill's Beer Garden may use the Kitchen for preparation of foods to be served at Bill's Beer Garden.

2. Term/Termination

(a) The term of Vvvv's License (the "Term") will begin on April 1, 2013 and will continue thereafter until October 31, 2013(i) Vvvv may, at no extra rent, begin operations in the Kitchen and Food Court one week before April 1 and/or one week after October 31, provided that Union Hall is able to provide water to the Food Court. If Union Hall determines in its discretion and delivers written notice to Vvvv that Vvvv's operations in the Kitchen or Food Court present a health hazard to the other Vendors or to any Customers of Vvvv or any other Vendors, then Vvvv will be prohibited from using the Kitchen and operating its Food Cart in the Food Court until the hazardous operations are remedied and if Vvvv fails to remedy those hazardous operations within three days after the date of delivery of that notice then Vvvv's License to use the Kitchen and Food Court will automatically terminate. If Union Hall determines in its discretion that Vvvv has failed to comply with any provision of this Agreement and if Vvvv fails to remedy that non-compliance within three (3) days after the date that Union Hall delivers written notice to Vvvv identifying that non-compliance and demanding that remedial action, then Union Hall may terminate the License by delivery of a written notice of termination to Vvvv at any time following the expiration of that 3-day period, with the termination effective as of the date of delivery of that notice (or any later date stated in that notice).

(b) Upon termination of the License, whether at the expiration of the Term or at an earlier date due to non-compliance by Vvvv, Vvvv's right of access to and use of the Kitchen and Food Court will terminate; Vvvv must remove all equipment, ingredients and other property owned by Vvvv from the Kitchen and Food Court within five (5) days after the effective date of termination and Union Hall will have the right to remove and discard any items of property owned by Vvvv that are not removed by such date without any liability to Vvvv. Vvvv will return to Union Hall all keys to the

Kitchen in Vvvv's possession within five (5) days after the effective date of termination. Vvvv acknowledges that no equipment or food ingredients may be stored in the Kitchen or Food Court during the period of the year when the Kitchen is not open for access by Vendors and the Food Court is not open for access by Customers. Food Carts left in the Food Court and/or equipment or ingredients left in the Kitchen more than 5 days after the season closing date – which could run as much as one weeks after the scheduled closing date – will be charged a \$25 daily charge until removed by the Vendor. Ingredients left in the Kitchen more than 5 days after the season closing date will be disposed of.

3. License Fees/Deposit.

(a) For the License to use the Kitchen for the Term, Vvvv will pay to Union Hall a fee of \$9,500.00 for the Term, payable in six installments of \$1,583.33 each on April 1, 2013 and on the first day of each month thereafter to and including September 1, 2013. If any installment of the fee is not paid in full within five (5) days after its due date, then interest will accrue on the unpaid portion of that fee from its due date to the date of payment at the rate 12% per annum.

(b) As security for the payment and performance by Vvvv of its obligations under this Agreement, Vvvv, at the time of the signing of this Agreement, is depositing \$500 with Union Hall. If Vvvv fails to pay or perform any obligation under this Agreement, then Union Hall, in its discretion, may use this deposit to remedy that failure or repair any damage sustained as a result of Vvvv's failure and in that case Vvvv shall immediately on demand pay to Union Hall a sum equal to the portion of the deposit applied by Union Hall for such purpose in order to restore the deposit to its original balance. The deposit, if not applied as provided above, will be returned to Vvvv at the expiration or termination of the License, Vvvv' removal of all of its property from the Kitchen and Vvvv's return to Union Hall of all keys to the Kitchen.

(c) By signing this Agreement, Vvvv commits both to pay the fee stated in Section 3(a) for the entire Term and to comply with all other terms of this Agreement during that Term and if this Agreement is terminated prior to the end of the Term as a result of Vvvv's failure to comply with those terms, then Vvvv will be liable to Union Hall for the fees payable for the remainder of the Term (to the extent that Union Hall is unable to secure a replacement for Vvvv as a Vendor for the remainder of the Term).

4. Licensing/Permits/Legal Compliance.

(a) Union Hall will be solely responsible for securing and maintaining in effect all licenses and permits required to operate the Kitchen as a facility for the preparation of food to be sold and served to consumers. Union Hall will be solely responsible for securing and maintaining in effect all licenses and permits required to operate the Food Court as a facility for the sale and service of food to consumers. Union Hall will in its ownership and operation of the Kitchen and Food Court comply with all laws and regulations applicable to the use of the Kitchen as a facility for the preparation of food to be sold and served to consumers and the use of the Food Court as a facility to sell and serve food to consumers.

(b) Vvvv will be solely responsible for securing and maintaining in effect all licenses and permits required to prepare food at the Kitchen for sale and service to consumers and for the operation of Vvvv's Food Cart for the sale and service of food to consumers and will in its ownership and operation of its Food Cart comply with all laws and regulations applicable to the use of the Food Carts for the sale and service of food to consumers.

5. Equipment/Maintenance/Utilities.

(a) Union Hall has equipped the Kitchen with a walk-in cooler with storage areas for each Vendor's perishable food ingredients, a 10-burner stove with a double oven, a double convection oven, a 3-bay pot and pan sink, a 2-bay vegetable preparation sink, freezers, five food preparation tables, a dish washing machine and dunnage racks, a shaved ice machine, a storeroom, with lockable "cubbies" for each Vendor, a "dumpster cave" for storage of certain items of equipment and refuse dumpsters, and bathrooms for use by the Vendors. Union Hall will be responsible for maintaining the cooler, stove, ovens, sinks, freezers, tables, dish machine and ice machines in good operating condition; provided, however, that Vvvv will be obligated to reimburse Union Hall for any expense incurred by Union Hall to repair or replace any equipment damaged due to the negligent or willful misconduct of Vvvv or Vvvv's employees or other agents. Subject to Section 5(c), Union Hall will be responsible for maintaining the Kitchen, storeroom, "dumpster cave", bathrooms and equipment supplied by Union Hall in a clean and sanitary condition. To that end, Union Hall will clean floors in the Kitchen and bathrooms on a daily basis, will clean ovens and stoves on a monthly basis and will clean hood filters, the dish machine, ice machines, grease traps and other equipment when reasonably required. Union Hall will supply all cleaning supplies, dish washing chemicals and washrags necessary for that maintenance of the Kitchen.

(b) Vvvv will be solely responsible for all other equipment required by Vvvv to prepare, sell and serve food to consumers from Vvvv's Food Carts or to perform its obligations under the License. Vvvv will be responsible for maintaining its food preparation equipment stored and used in the Kitchen, its lockable "cubbie" in the storage area and its food preparation station in the Kitchen in a clean and sanitary condition. Vvvv, in common with the Vendor who shares a freezer with Vvvv, will be responsible for periodic defrosting and cleaning that freezer.

(c) Vvvv will comply with all requirements in Section 1 in its use of the common areas of the Kitchen. Vvvv will immediately clean all "spills" from its food preparations to avoid hazards or unsanitary conditions in the Kitchen. After each use of the Kitchen (and before Vvvv leaves the Kitchen and opens for sales to Customers from its Food Cart), Vvvv will discard all refuse generated by that use into garbage and recycling containers in the area of the "dumpster cave" designated by Union Hall; will "break down" any boxes for deposit in those containers; will store all prepared food generated by that use in Vvvv's Food Carts or designated storage areas; will store all of its equipment in its designated "cubbie" or shelves; will clean its designated food preparation station; will wash all pans and dishes used in its preparation and place those pans on designated shelves; will clean all other portions of

the Kitchen affected by that use (including, without limitation, emptying and washing out trash containers, disposing of “gray water” in the sanitary sewer, cleaning counters and stove tops, sinks and other equipment, clearing wares from drying shelves, and sweeping and damp-mopping any floor areas affected by Vvvv’s operations), will deposit all cleaning rags in designated areas in the “dumpster cave”, and will in general leave the Kitchen in the same condition as existed when Vvvv began that use. Vvvv acknowledges that it is essential to the joint use of the Kitchen by multiple Vendors that each Vendor must complete this clean-up of the Kitchen immediately after each use of the Kitchen and before moving to the Food Court to serve Customers. Fines will be posted and imposed for failure of Vvvv and other Vendors to comply with these requirements. If Vvvv fails to provide any maintenance as provided above, Vvvv will be obligated to reimburse Union Hall for any expense incurred in providing that maintenance.

(d) Union Hall will be responsible for watering plants in the Food Court, supplying dumpsters for trash from the Food Court and arranging for the emptying of those dumpsters and will power-wash the Food Court at least one time each week. Union Hall will not supply dumpsters for compostable materials and any Vendors who generate and wish to compost those materials must independently make arrangements for the storage and removal of those materials.

(e) Vvvv will comply with all requirements in Section 1 in its use of the Food Court. Vvvv will be solely responsible for maintaining its Food Cart and maintaining its assigned Cart Space in the Food Court in a clean, refuse-free and sanitary condition, including, without limitation, collecting and depositing all refuse from the operation of its Food Cart in dumpsters designated by Union Hall. Vvvv and the other Vendors will share the responsibility of maintaining and cleaning the seating areas and tables in the Food Court including, without limitation, busing and cleaning tables after customer use and after lunch and end of night emptying the refuse deposited in containers located in the Food Court into dumpsters identified by Union Hall. Vvvv and the other Vendors will share the responsibility of raising umbrellas in the Food Court and lowering and fastening those umbrellas at the end of each day and during windy or other weather conditions that could damages the umbrellas. If Vvvv fails to perform any maintenance of its Food Cart or Cart Space as required in this Section, Vvvv will be obligated to reimburse Union Hall for any expense incurred in providing this required maintenance

(f) Union Hall will be solely responsible for all charges for water, sewer, electric, natural gas required to operate the Kitchen and Food Court and for the purchase and changing of all light bulbs for the Kitchen and Food Court. Vvvv will be solely responsible for obtaining and paying all charges for any other utility or energy sources required by Vvvv to prepare, sell and serve food to consumers from Vvvv’s Food Cart.

(g) Vvvv will be solely responsible for the security of all equipment, food and food ingredients stored by Vvvv in the Kitchen and Union Hall shall not be liable for any damage to or loss of that equipment, food or food ingredients as a result of the acts or omissions of any other Vendors or other parties.

6. Enforcement/Fines/Reimbursements. Vvvv acknowledges that the compliance by each Vendor with the requirements of this Agreement is essential to the efficient and cooperative use of the Kitchen and Food Court by all Vendors and that Union Hall must have the ability to enforce that compliance. To that end, Union Hall will have the right to impose monetary fines of \$50 or more, at Union Hall's discretion, for any violation by Vvvv of any of the requirements of this Agreement and to require Vvvv to reimburse Union Hall for any expenses incurred by Union Hall in performing any maintenance that was Vvvv's obligation or making any repairs that are required as a result of Vvvv's acts or omissions. If the violation is of an obligation shared with other Vendors or can be attributed to a group of Vendors but cannot be attributed to a single Vendor, Union Hall reserves the right to assess fines or require reimbursement from all potentially responsible Vendors. Any fines or reimbursement requirements assessed against Vvvv must be paid in full within ten (10) days after Union Hall gives written notice to Vvvv of the assessment of such fine or reimbursement requirement. Vvvv will train all of its employees or other agents regarding the requirements of this Agreement and will be responsible for any failures by its employees to comply with those requirements.

7. Indemnity/Insurance.

(a) Each Party shall be solely responsible for all claims of all parties based upon any acts or omissions of the indemnifying Party or its agents and employees and shall indemnify and shall hold the other Party, and the other Party's officers, directors, employees and agents, harmless from any loss, liability or expense resulting from such claims; provided, however, that Union Hall shall not be liable to Vvvv for any claims based on the acts or omissions of any other Vendors licensed to use the Kitchen or of such other Vendors' officers, directors, employees and agents,. Each Party shall indemnify and hold the other Party, and the other Party's officers, directors, employees and agents, harmless from any loss, liability or expense resulting from any breach by the indemnifying Party of its commitments in this Agreement. Indemnified expenses will include, without limitation, attorneys' fees and related expenses.

(b) Vvvv shall secure and maintain in effect during the Term liability insurance with limits of at least \$1,000,000 with Union Hall designated as an additional insured and other such insurance as Union Hall reasonably requires from insurers approved by Union Hall.

8. Independent Status. The Parties acknowledge that Vvvv is an independent contractor; that Vvvv has complete control and discretion regarding the manner in which Vvvv will prepare food at the Kitchen; will operate Vvvv's Food Cart, sell food from the Food Cart and will otherwise conduct Vvvv's business; and that neither Vvvv nor any employees or agents of Vvvv will be deemed for any purposes to function as employees or other agents of Union Hall. Vvvv shall be solely responsible for and shall pay when due all taxes payable with respect to the operation of Vvvv's business and will indemnify and hold Union Hall harmless from all such taxes. Vvvv shall have no obligation or authority to take any acts or to make any commitments on behalf of Union Hall. Union Hall shall have no authority to take any actions or make any commitments on behalf of Vvvv.

9. Video Surveillance. Vvvv acknowledges that for the security of Vvvv and all other Vendors, Union Hall may install and operate video surveillance cameras in some or all of the areas of the Kitchen and Food Court and Vvvv consents to such installations and operations.

10. No Assignment. Vvvv may not assign its rights of access and use under the License without the prior written consent of Union Hall.

11. Applicable Law. This Agreement is being made under and shall be interpreted in accordance with the laws of the State of Michigan.

12. Entire Agreement. This eight page document constitutes the entire agreement between the Parties with respect to the License to Vvvv and, except as otherwise provided in this Agreement, no amendment of or termination of this Agreement will be effective unless confirmed by document signed by both of the Parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first written above.

UNION HALL, L.L.C.

By: _____
Mark Hodesh, Member

By: _____
_____, _____

UNION HALL KITCHEN OPERATING PROTOCOLS

A current copy of this document can be found posted in the Union Hall Kitchen.