

**OPEN KITCHEN, LLC – CHEF’S TIMESHARE KITCHENS
OPERATING AGREEMENT**

This Operating Agreement (“Agreement”) is entered into by OPEN KITCHEN, LLC (“OPEN KITCHEN”), a Virginia limited liability company operating at 7115 Leesburg Pike, #107, Falls Church, VA 22043 (the “Facility”), and the “CLIENT”.

CLIENT Name: _____

A(n) _____ corporation limited liability company, partnership,
 proprietorship

Address: _____

TERMS OF AGREEMENT

This Agreement shall commence on _____, 20__ (“Commencement Date”) and end as agreed herein. CLIENT is subject to a ninety (90) day probationary period from the Commencement Date. This Agreement will automatically continue at the end of the 90 day period unless CLIENT is notified in writing otherwise.

- 1. SERVICES TO BE PROVIDED.** OPEN KITCHEN, an inspected and licensed Food Service Establishment in Falls Church, VA, agrees to provide the CLIENT and those of its employees, contractors, and other CLIENT personnel as authorized by OPEN KITCHEN (“Authorized Users”) access to and use of designated kitchen space within Open Kitchen’s Falls Church facility for those purposes identified in the CLIENT’S Chef’s Timeshare Kitchens Application(s) and which are approved in writing by Open Kitchen.

Facilities and services provided shall include, but not limited to: use of stoves, sinks, refrigerators, freezers, counters, storage areas, etc. in designated areas and such other services as described in any attached Schedule(s) signed by both parties.

- 2. AUTHORIZED KITCHEN USAGE.** CLIENT is authorized to use designated kitchen space within OPEN KITCHEN facilities only for those lawful purposes that Open Kitchen has expressly approved; and only upon full payment for CLIENT’S reserved and confirmed kitchen time.
- 3. IMPROVEMENTS AND CHANGES TO FACILITIES, GENERAL ADMINISTRATION AND OPERATING POLICY.** OPEN KITCHEN reserves the right to make changes at any time to its kitchen and general facilities, administrative and policy changes, which may include, but will not be limited to, fee changes, changes in rules of operation, accessibility, CLIENT identification requirements, security procedures and support services
- 4. OPERATING SCHEDULE.** Designated kitchen space within OPEN KITCHEN’S facility shall be available for the CLIENT’S reservation and use only in accordance with Open Kitchen’s Operating Schedule, as published on OPEN KITCHEN’S website.

5. **PRICING SCHEDULE.** The CLIENT will be charged in accordance with the terms and policies included in this Agreement and attached Schedule(s), which may be amended by Open Kitchen's from time to time with twenty-four(24) hours prior written notice. All applicable changes to Open Kitchen's pricing schedules (the "Pricing Menu") will be emailed or otherwise delivered to CLIENT in writing and posted online by OPEN KITCHEN.
6. **PRODUCTION RESPONSIBILITIES.** CLIENT assumes all production risks in connection with OPEN KITCHEN'S kitchen(s) and equipment, including, but not limited to, any unavailability or failure of equipment during CLIENT'S use of such Kitchen(s). Under no circumstances shall OPEN KITCHEN be liable to CLIENT for any consequential damage, including failure to meet volume production, expected quality and/or other loss cost, or expense the CLIENT may incur. OPEN KITCHEN assumes no responsibility for the supply of any other production requirements other than use of the facility and equipment as previously set forth, including but not limited to ingredients, packaging, process, and recipes. OPEN KITCHEN assumes no responsibility for any loss, cost or expense CLIENT may incur as a result of time overlapping of other clients.
7. **PRODUCT PROFITS.** Any and all profits derived from the production of CLIENT's products or services at OPEN KITCHEN, whether at retail, wholesale or otherwise, shall be the sole and exclusive property of the CLIENT unless specifically set forth or provided for in a separate agreement.
8. **TAX LIABILITY.** The CLIENT shall be responsible for any and all State, Federal, City and/or local government authority for any taxes that may be due as a result of the CLIENT's use of the Facility including taxes on the production and/or sale of any of the CLIENT's products or services at the Facility or any business property taxes that may apply to any equipment or other property of the Client that OPEN KITCHEN may hereafter agree that the Client maintain or otherwise store at the Facility.
9. **RELATIONSHIP OF PARTIES.** This Agreement is a terminable license that, subject to all of the terms and conditions of this Agreement and the documents referenced herein (the "Incorporated Documents") permits the CLIENT to use certain kitchen facilities and attendant fixtures and equipment at such times and for such durations as from time to time the CLIENT and OPEN KITCHEN may from time to time mutually agree. CLIENT using OPEN KITCHEN facilities is a separate business entity from OPEN KITCHEN and is responsible for complying with all applicable local, state and federal regulations governing food related businesses concerning licensing, food safety and sanitation, taxes, employment, etc. This Agreement is not a lease and does not give CLIENT any interest in any real property. Additionally, this Agreement shall not be construed as a partnership, joint venture or otherwise, and unless otherwise agreed in writing, signed by both parties, OPEN KITCHEN has no right, title or interest in and to the CLIENT's business or profits. No employees or contractors of CLIENT shall be considered an employee or contractor of OPEN KITCHEN. CLIENT agrees to indemnify, defend, and hold OPEN KITCHEN harmless from any claim made by or through the CLIENT or by any employee or contractor of the CLIENT.
10. **SECURITY.** OPEN KITCHEN assumes no responsibility for the security of any equipment or supplies provided by the CLIENT for its own use at OPEN KITCHEN's Facility. Any additional security of storage arrangements shall be the CLIENT'S sole responsibility.
11. **LIABILITY.** Unless otherwise agreed in writing, CLIENT agrees to use the Facility "AS IS". OPEN KITCHEN shall not be liable for any damage to either person or property sustained by the CLIENT or by any third party arising in any way out of the CLIENT'S use of the Facility. In

Client Initials: _____
Open Kitchen LLC's Initials: _____

the event of any liability, loss, cost, damage or expense that CLIENT may incur arising from such use, CLIENT agrees to look exclusively to such insurance as the Client may maintain pursuant to this Agreement or the CLIENT may additionally elect to maintain. Without limitation to any such rights OPEN KITCHEN may have under the policies of insurance CLIENT will maintain, the CLIENT covenants and agrees to indemnify, defend, and hold harmless OPEN KITCHEN, and its employees and independent contractors from any and all claims, costs, and liabilities arising from or in connection with: damages or injuries to persons (including death) or property in, upon, or about OPEN KITCHEN's premises, any portions thereof, or resulting from the sale distribution, consumption, and use of any service provided or product produced or manufactured by the CLIENT using OPEN KITCHEN's Facility. In no event will OPEN KITCHEN be liable to the CLIENT under any theory of law or equity in an amount greater than the sums paid by the CLIENT TO OPEN KITCHEN for the specific use of the Facility from which liability is claimed and CLIENT agrees to accept refund of said payments as liquidated damages for all claims.

12. AUTHORIZED USERS & ACCESS TO OPEN KITCHEN FACILITIES. Prior to scheduling kitchen time, the CLIENT must provide a list of all individuals expected to use the kitchen and/or have access to Open Kitchen facilities for the provision of deliveries and other assistance needed by the CLIENT, including the full legal name, address and telephone number of each individual. The CLIENT must receive pre-authorization from OPEN KITCHEN of all such individuals, e.g., employee(s), contractor(s), CLIENT's other invitees and anyone else working in and/or using the reserved kitchen facility during the Client's reserved kitchen time. All authorized users must attend an Open Kitchen orientation prior to using the facility. CLIENT may from time to time request that an additional individual(s) be approved by Open Kitchen as an "Authorized User"; but may not do so less than 24 hours prior to the Client's scheduled kitchen time. Although one orientation will be provided without charge, a \$50.00 fee must be paid for each orientation that Open Kitchen thereafter provides. Please use the CTK Reservation Request Form found on the website.

13. CAPACITY LIMIT FOR AUTHORIZED USERS. Unless otherwise authorized by OPEN KITCHEN, each designated kitchen space for use by the CLIENT shall have no more than a total of four (4) Authorized Users in the Kitchen Facility at any one time. (For all purposes of this Agreement an individual CLIENT will be counted as an Authorized User when present in the designated kitchen space.) CLIENT warrants that each Authorized User will be in compliance with all applicable laws. At least one of the CLIENT's Authorized Users must have a current valid Northern Virginia Certified Food Manager Card at any and all times that CLIENT is using the Facility. OPEN KITCHEN without liability to OPEN KITCHEN, reserves the right to refuse access, without liability, to all or any portion of OPEN KITCHEN's Facility to anyone, including Authorized Users, for any reason.

14. CLIENT'S RESPONSIBILITY FOR AUTHORIZED USERS. Unless otherwise authorized by OPEN KITCHEN, CLIENT must be present at OPEN KITCHEN facilities during their reserved kitchen time. Further, The CLIENT is solely responsible for the safety and the actions of any and all Authorized Users, CLIENT's other invitees and anyone else present in the reserved kitchen facility during the CLIENT's reserved kitchen time.

15. LICENSES/ PERMITS. The CLIENT will maintain, at all times, current Licenses and Permits required by Law and Regulation for the operation of their business. Copies of all current business specific licenses and permits will be submitted to OPEN KITCHEN before use of kitchen is permitted.

16. PROHIBITED USE. The CLIENT shall not use or permit the Facility or any parts thereof to be used by any person in violation of any municipal, county, state or federal ordinance or law. . The CLIENT shall not use or permit the Facility or any parts thereof to be used by any person in any manner disruptive to OPEN KITCHEN or any other Authorized Users of the OPEN KITCHEN facility. The CLIENT shall not use or permit any portion of the Facility other than the kitchen facility the CLIENT has reserved to be used or, except for the restrooms, to be accessed by any person. Without limitation to the foregoing, CLIENT shall not use or permit the Facility or any parts thereof to be used by any person in violation of this Agreement or Policy Manual, as these documents may be amended from time to time.

17. UNAUTHORIZED USE OF "OPEN KITCHEN" NAME. CLIENT is prohibited from using the name "OPEN KITCHEN" in connection with any services unless the proposed use has been disclosed to OPEN KITCHEN and OPEN KITCHEN is afforded a reasonable opportunity to object. Without limitation to the forgoing, CLIENT is prohibited from using the OPEN KITCHEN name in connection with any product manufactured at Open Kitchen or elsewhere unless each specific use has been expressly approved by OPEN KITCHEN in writing.

18. DAMAGES TO OPEN KITCHEN FACILITY AND PROPERTY. CLIENT will be responsible for any and all damage and other loss to and/or in OPEN KITCHEN'S Facility, including all fixtures, furnishings, equipment and any durable supplies provided by OPEN KITCHEN for the CLIENT's use (collectively called Open Kitchen's "Equipment") which is caused or occasioned by the CLIENT, CLIENT's Authorized Users, or any other Invitee of the CLIENT, or anyone accessing the designated kitchen during the CLIENT's reserved time. Client will pay for any such damage of loss immediately upon demand by OPEN KITCHEN. CLIENT agrees to pay the full replacement cost for any damaged or destroyed equipment which may not otherwise be fully or cost-effectively restored.

19. INSURANCE.

CLIENT shall obtain and maintain following policy or policies of insurance at the CLIENT's sole cost and expense for all Category 1 activities:

- a. General Liability Insurance on an occurrence basis with minimum limits of liability in an amount of One Million Dollars (\$1,000,000.00) for bodily injury, personal injury or death; and/or with respect to damage to property. Said policy of insurance shall name the OPEN KITCHEN as an additional insured.
- b. Product Liability Insurance on an occurrence basis with minimum limits of liability in an amount of One Million Dollars (\$1,000,000.00). Said policy of insurance shall name the OPEN KITCHEN as an additional insured.

CLIENT shall obtain and maintain following policy or policies of insurance at the

CLIENT's sole cost and expense for all Category 2 activities:

- a. General Liability Insurance on an occurrence basis with minimum limits of liability in an amount of One Million Dollars (\$2,000,000.00) for bodily injury, personal injury or death; and/or with respect to damage to property. Said policy of insurance shall name the OPEN KITCHEN as an additional insured.
- b. Product Liability Insurance on an occurrence basis with minimum limits of liability in an amount of One Million Dollars (\$2,000,000.00). Said policy of insurance shall name the OPEN KITCHEN as an additional insured.

CLIENT will maintain worker's compensation insurance covering all Authorized Users as required by law

Client Initials: _____
Open Kitchen LLC's Initials: _____

CLIENT will provide proof of insurance to OPEN KITCHEN's management prior to this Agreement being deemed effective and understands that the continuous maintenance of such insurance in full force and effect is a condition precedent to CLIENT's use of the Facility. Any deviation from this policy must be approved in writing by OPEN KITCHEN.

20. ACCESS AND INSPECTION. OPEN KITCHEN and its agent(s) shall have the right to access and inspect the Open Kitchen Facility, including any area of the Facility that the CLIENT may then be using and may do so at any time without prior notice to the CLIENT other than the notice provided by this Paragraph. CLIENT agrees to immediately correct and cure any problems that the CLIENT may have caused or occasioned which OPEN KITCHEN brings to the CLIENT's attention, to include, without limitation, CLIENT's violation of any applicable law, ordinance or regulation, or CLIENT's breach of this Agreement or any of the requirements, policies or procedures referenced in this Agreement, including Open Kitchen's Policy Handbook, as then amended and any other Incorporated Document, as applicable. In the event of any serious violation or breach, or in the event of any matter is identified which might involve a threat to the public health, OPEN KITCHEN reserves the right to immediately suspend the CLIENT's use of the Facility or any part thereof until the breach or other matter is fully and completely resolved. CLIENT acknowledges and agrees that any such exercise of OPEN KITCHEN's inspection rights and remedies are reasonable and will be without liability of any kind, including, without limitation, any loss, cost or expense the CLIENT may experience should the CLIENT's use of the Facility or any part thereof be disrupted.

21. HEALTH AND FOOD SAFETY INSPECTIONS. The CLIENT shall submit to health and food safety inspections conducted by regulatory authorities to include but not limited to the Virginia Department of Agriculture and Consumer Services (VDACS) and Fairfax County Health Department as often as the Inspector shall require. Client shall provide prior written notice of all scheduled inspections to Linda Skiles, Open Kitchen's Operations Manager, at CTK@openkitchen-dcmetro.com and obtain final approval for all such inspections to take place at Open Kitchen. CLIENT shall give immediate notice to OPEN KITCHEN of any violation or other matters identified during any such inspection. All issues arising from such inspections must be disclosed to Open Kitchen and resolved as a condition of continued use of Open Kitchen's facilities. In addition to any requirements imposed by these health and food safety regulatory authorities, CLIENT agrees that the provisions of Section 18 (INSPECTIONS) shall also apply.

22. FOOD AND EQUIPMENT SAFETY AND SANITATION. The CLIENT is responsible for obtaining and providing a valid and current Northern Virginia Certified Food Service Manager Card issued by ORS Interactive, Inc. at all times the CLIENT will use the Facility.

23. CLIENT'S FAILURE TO REPAIR DAMAGE OR PERFORM COVENANTS. If CLIENT shall fail to perform any obligations in accordance with the provisions of this Agreement, including to remedy any damage or deficiency as required by Paragraphs 16, 18 and 19 herein, or to correct any other deficiency pursuant to the requirements of this Agreement, OPEN KITCHEN shall have the right, at its option, to make such repairs, remedy such deficiency or to perform such obligations on behalf of and for the account of CLIENT and CLIENT agrees to promptly pay the cost and expense thereof.

24. SECURITY DEPOSITS. CLIENT agrees at all times during the pendency of this Agreement to maintain a Security Deposit with OPEN KITCHEN in the required amount as listed in the Pricing Schedule included in this Agreement. If CLIENT defaults with respect to any provision of this Agreement, OPEN KITCHEN may use any part of the Security Deposit, at OPEN KITCHEN's

option, for the payment of any sums in default, or for the payment of any amount which OPEN KITCHEN may spend or become obligated to spend by reason of CLIENT's default, or to compensate OPEN KITCHEN for any other loss, cost, damage or default which OPEN KITCHEN may suffer by reason of CLIENT's damage or default. If any portion is so used, CLIENT shall within five (5) days after written demand therefore, deposit with OPEN KITCHEN an amount sufficient to restore the Security Deposit, as applicable, to its original amount and CLIENT's failure to do so shall be a material breach of this Agreement. OPEN KITCHEN's refund of the Client's Security Deposit(s) will be in accordance with the provisions of this Agreement and the Incorporated Documents and will be subject to offset and deduction for any and all claims OPEN KITCHEN may have. In the event CLIENT should violate any provision of this Agreement, OPEN KITCHEN reserves the right to increase the amount of the Security Deposit as a condition precedent to permitting the CLIENT to resume use of the Kitchen Facility.

25. SIGNS AND ADVERTISING. No signs, posters, or any advertising materials shall be attached, painted, or otherwise displayed on or about OPEN KITCHEN's Facility without OPEN KITCHEN's prior written approval.

26. RESERVING KITCHEN TIME. Time must be reserved in advance of CLIENT'S use of OPEN KITCHEN's kitchen facilities. Kitchen time must be reserved in one (1) hour increments with a minimum fee that is equivalent to a three-hour consecutive minimum applied. CLIENT must purchase anticipated hours of usage via OPEN KITCHEN'S payment center at time of reservation. Reconciliation of hours used will be performed weekly or at the conclusion of CLIENTS one-time reservation and additional hours and any and all applicable fees, will be charged to CLIENTS active credit card, on file. Except as otherwise expressly provided herein, or the Open Kitchen Policy Handbook no credit will be given for any time the CLIENT may fail to use.

27. CANCELLATION POLICY. OPEN KITCHEN maintains a cancellation policy to ensure kitchen time does not go unused. For any and all purchased and unused kitchen hours OPEN KITCHEN will maintain a cancellation policy as outlined in the Open Kitchen Policy Handbook.

28. DEFAULT. CLIENT shall abide by the terms of this Operating Agreement and all other documents of OPEN KITCHEN which have been incorporated herein by reference (the "Incorporated Documents), including, without limitation OPEN KITCHEN's Policy Handbook and PRICING MENU. A violation, breach, or failure to keep or perform any provision of this Operating Agreement or the Incorporated Documents shall constitute a breach upon its occurrence which must be promptly cured. As time is of the essence, the CLIENT will, as a function of the severity of the problem, have no more than three(3) business days after the situation is, by written notice, brought to the CLIENT's attention by OPEN KITCHEN. OPEN KITCHEN reserves the right to immediately cure the problem on the CLIENT's behalf and account and deduct all attributable costs from the CLIENT's Security Deposit(s). Without limitation on OPEN KITCHEN's right to terminate the Agreement at any time, if more than three(3) business days should pass without any corrective action taken by the CLIENT, OPEN KITCHEN's management may declare CLIENT'S rights terminated with no further notice. Furthermore, OPEN KITCHEN may take possession and remove CLIENT'S property. The CLIENT will be charged any reasonable storage cost. OPEN KITCHEN maintains the right to at any time immediately eject any non authorized user with or without cause. OPEN KITCHEN reserves the right to, at any time, eject any Authorized User, including the CLIENT from the Facility or any part thereof, in the event OPEN KITCHEN believes the Authorized User is creating or potentially creating a public health hazard, creating a disturbance, threatening bodily harm, and/or is engaged or threatening to engage in any unlawful action. OPEN KITCHEN may

6 of 9

Client Initials: _____
Open Kitchen LLC's Initials: _____

suspend the Client's access to the Facility or any part thereof without such action constituting a breach by OPEN KITCHEN hereunder.

29. ASSIGNMENT. This agreement is solely between OPEN KITCHEN and the CLIENT. The CLIENT shall not transfer any usage privileges or services of OPEN KITCHEN, or otherwise permit any third party to use of the whole or any part of the kitchen facilities.

30. INACTIVITY. Three consecutive months of inactivity in operating at OPEN KITCHEN will, at OPEN KITCHEN's option, result in termination of this Agreement. Upon termination, all deposit fees or any part thereof will, subject to all of OPEN KITCHEN's rights hereunder, be refunded in accordance with the provisions of this Agreement. Re-application will be required to resume operations at OPEN KITCHEN. In addition, OPEN KITCHEN will communicate to the applicable regulatory authorities to include but not limited to VDACS and Fairfax County Health Department that the CLIENT is no longer using the OPEN KITCHEN facility.

31. TERMINATION. Notwithstanding any provision contained in this Agreement, OPEN KITCHEN may, in OPEN KITCHEN's sole and absolute discretion terminate this Agreement without further liability:

- a. during the probation period with twenty-four(24) hours prior written notice to the CLIENT.
- b. with twenty-four(24) hours prior written notice to the CLIENT when CAUSE is a factor.
- c. with forty-eight(48) hours prior written notice to the CLIENT WITHOUT CAUSE.
- d. CLIENT may also terminate this Agreement at anytime with three(3) days prior written notice to OPEN KITCHEN

32. GENERAL.

- a. The laws of the State of Virginia shall govern this agreement.
- b. OPEN KITCHEN makes no representations, warranties or guarantees, express or implied, including without limitation, any warranties for the merchantability or the fitness of the intended use of the Facilities, including the kitchen facilities, other than those contained in this agreement. CLIENT may inspect the OPEN KITCHEN Facility at the immediate commencement of the CLIENT's designated period and upon the CLIENT's use, the Facility will be deemed accepted "AS IS".
- c. The CLIENT acknowledges that it has read this Agreement and all of the documents referenced in this Agreement (the Incorporated Documents), understands them, and agrees to be bound by their terms. Further, CLIENT agrees that this Agreement and the documents incorporated herein constitutes the entire agreement between parties and supercedes all proposals, oral and written, and all negotiations, conversations or discussions had between the CLIENT and OPEN KITCHEN related to the subject matter of this agreement.

33. NON-BINDING UNTIL FULLY EXECUTED. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties. As of the date of execution by both parties, this Operating Agreement shall substitute any previous Operating Agreement made between OPEN KITCHEN and the CLIENT.

34. INCORPORATED DOCUMENTS: The following documents are Incorporated herein:

- a. Policy Handbook, as amended and published on OPEN KITCHEN's web-site.
- b. Pricing Menu, as amended and published on OPEN KITCHEN's Web-site
- c. OPEN KITCHEN'S Operating Schedule, as amended and published on OPEN KITCHEN's website

- d. OPEN KITCHEN reserves the right to establish additional rules, procedures and requirements applicable to the use of the Facility, which will be titled "FACILITY REQUIREMENT" and will be both provided to the Client in writing and published on OPEN KITCHEN's web-site.
- e. CLIENT'S "Chef's Timeshare Kitchens Application(s)".

CLIENT acknowledges they have received a copy of all applicable Incorporated Documents, have read the Incorporated Documents, and understand their provisions, conditions and requirements. CLIENT understands that any or all of the Incorporated Documents may be amended and changed at any time at the sole and absolute discretion of OPEN KITCHEN. (All updates and amendments to the Incorporated Documents will be posted at: <http://www.openkitchen-dcmetro.com/chefstimesharekitchens/> and unless otherwise stated in the amendment, will become effective twenty-four(24) hours thereafter. The CLIENT agrees to read and comply with all of the provisions and requirements set forth in the OPEN KITCHEN Incorporated Documents, as these documents may be amended from time to time and as amended, all of the Incorporated Documents will be deemed incorporated into this Operating Agreement.

- 35. CLIENT.** If the CLIENT is an entity (e.g. a limited liability company or corporation), the person signing on behalf of the entity shall be deemed to have executed this Agreement both in his or her representative capacity and also individually as a guarantor of the CLIENT'S performance. Additionally, for the purpose of this agreement "CLIENT" shall include the legal entity (and the individual who executes this Agreement).
- 36. VIDEO SURVEILLANCE.** CLIENT acknowledges that OPEN KITCHEN has reserved the right, but assumes no duty, to conduct video surveillance at any or all times. Without limitation, CLIENT acknowledges that it and anyone, including all Authorized User of the Facility, will not have an expectation of privacy when present at the Facility.
- 37. ENJOYMENT.** OPEN KITCHEN is a unique facility meant to be used and enjoyed by its CLIENTS. OPEN KITCHEN management wishes each CLIENT success with their product and business.
- 38. NONPAYMENT.** In the event any sums are not paid to OPEN KITCHEN within days of when due, interest may be charged from the due date at eighteen percent (18%) per annum. In the event any sums owed to OPEN KITCHEN are more than thirty (30) days past-due, a five percent(5%) late fee may be imposed. Additionally, CLIENT will be responsible for all of OPEN KITCHEN'S collection costs, including OPEN KITCHEN'S reasonable attorney's fees and any post-judgment collection cost OPEN KITCHEN may incur.
- 39. NOTICES AND COMMUNICATIONS.** All written notices or official written communications which may be required under this agreement shall be delivered personally, e-mailed, faxed or sent by regular mail, postage prepaid, addressed as follows unless additional mailing requirements are required by this agreement.

Written notices and communications to OPEN KITCHEN from the CLIENT should be mailed or delivered to:

EMAIL: CTK@openkitchen-dcmetro.com
FAX: 888-433-0819
MAIL: Linda Skiles, Operations Manager
OPEN KITCHEN
7115 Leesburg Pike, #107
Falls Church, VA 22043

Written notices and communications from OPEN KITCHEN to the CLIENT should be mailed or delivered to:

EMAIL: _____
FAX: _____
MAIL: _____
Attention: _____

Notices delivered personally, e-mailed or faxed shall be deemed effective when transmitted. Notices sent by mail shall be effective when delivered or three days after mailing, whichever is earlier. OPEN KITCHEN and the CLIENT agree to keep the foregoing contact information current. It is the CLIENT's responsibility to maintain a valid and operational email address and fax number in OPEN KITCHEN's records.

TO EVIDENCE THEIR AGREEMENT, these parties have subscribed their names to be effective the date this Agreement is fully executed.

CLIENT

Business Name: _____

Name: _____ Title: _____

Signed: _____ Date: _____

OPEN KITCHEN, LLC, a Virginia Limited Liability Company

Name: _____ Title: _____

Signed: _____ Date: _____