

DOMAIN/LOGO/WEBSITE LEASE AGREEMENT

This Lease Agreement (Agreement) is entered into as of this ___ day of _____, 20___, by and between Western Specialty Products Inc (Lessor), an Oregon Corporation with its principal office located at 1945 Keldan Lane, Grants Pass, Oregon 97527 and _____(Lessee), with its principal office located at _____.

WHEREAS Lessor represents that it is the owner of the Trade Name, Domain Name, Logo, and Website, Eat----- .com (The Eat Directory) attached below as Exhibit "A" of this Agreement as applied to any advertising, products, services, and apparel as described in this Agreement. The Eat Directory is a restaurant directory website that offers advertising to Restaurants and complimentary industries which includes sales, services and all good will and marketing connected with The Eat Directory Site. During the term of this lease and always, Lessor maintains the ownership and exclusive rights to the above said Domain Name, Logo, and Website at all times.

WHEREAS Lessee desires to promote The Eat Directory Domain Name, Logo, and Website style with a local suffix after the prefix EAT which will offer restaurant ad products and services, marketed locally and nationally, and offered directly by Lessor, or through its authorized agents.

WHEREAS Lessee desires to obtain a Lease from Lessor to use The Eat Directory under the terms and conditions provided in this agreement and to offer the advertising services that The Eat Directory provides.

WHEREAS Lessor is willing to grant to Lessee the right to use The Eat Directory and keep 100% of the proceeds related to ad sales generated by The Eat Directory for a flat fee of \$450. Per month, paid in advance on or before the 15th of each month under the terms and conditions provided in this Agreement.

NOW THEREFORE, in consideration of the matters described above and as set forth in this Agreement, it is hereby mutually agreed as follows:

GRANT OF LEASE - Subject to the terms and conditions of this agreement, Lessor hereby grants to Lessee the nonexclusive right to use The Eat Directory in connection with the Lessee's marketing, advertising, sale and provisions of the product and services. The use of The Eat Directory by the Lessee shall be solely in the capacity of doing business as----- . Beyond "Brand" association, there shall be no assumed business practice affiliation in any way with Lessor in any capacity including but not limited to, a partner or subsidiary.

TERM - The term of this Agreement shall begin on the ___ day of _____, 20___, and end on the ___ day of _____, 20___ . If Lessee is within the terms, and not in Default of this Agreement, this agreement may be renewed annually at Lessee's option at the same agreed upon monthly amount. After the initial six (6) month term, Lessee may exit this agreement at any time for any reason with no penalty by notifying Lessor in writing 30 days prior to exit.

LEASE AMOUNT - During the above specified term, Lessee shall pay Lessor a flat fee of \$450. (Four hundred fifty) dollars per month, paid on or before the 15th of each month under the terms and conditions provided in this Agreement.

SET UP FEE - There is No Set Up Fee to get started with The Eat Directory however, six (6) months of lease payments (\$450. X 6 — \$2700.) must be made in advance of commencement to offset costs associated to setting up The Eat Directory Website, associated printing, etc. and to also provide for Lessee an element of "skin in the game" incentive. This amount is to be paid upon execution of this agreement. Detail of items that Lessee will receive relative to The Eat Directory is explained as EXHIBIT "B" below.

QUALITY STANDARDS - **A.** Lessor shall have the right to approve or disapprove all activity of Lessee relative to the use, marketing, advertising, and services of The Eat Directory for the purpose of protecting and maintaining the standards of quality established by Lessor in connection with the products and services offered under The Eat Directory. **B.** Lessee agrees to permit Lessor or Lessor's authorized agent access to Lessee's operation at all times for the purpose of evaluating the use, marketing, advertising, and service quality associated with The Eat Directory. **C.** Lessee shall not, directly, or indirectly, license or attempt to license, whether orally or in writing, any other person or firm to use The Eat Directory without prior written consent by Lessor. **D.** Lessee warrants that Lessee will maintain all applicable licenses required by and pursuant to all local, state, and federal governments. **E.** Lessor shall exercise adequate supervision over the use and

marketing of The Eat Directory, whether marketed directly by Lessor or through Lessees to ensure the maintenance of a high standard of quality with respect to all products and services represented under The Eat Directory.

AGENT IDENTIFICATION - In all packaging, labeling, advertising, marketing, and wherever Lessee uses The Eat Directory names and identifiers in connection with any product or service offered, Lessee may use and is encouraged to use a source designation identifying Lessee, i.e.- "Your Company Name, a Western Specialty Products Inc Lessee"

ADVERTISING AND PRINTING - **A.** All advertising, labels, designs, and descriptive material of every type shall be the responsibility of the Lessee and can either be purchased directly from Lessor or developed through its own resources, but subject to Lessor's guidelines and approval. Standardized Branding programs will be established by Lessor relative to advertising, marketing, and packaging, at which point, Lessee can adopt and use future standardized templates or its own marketing initiatives that adhere to the tenants of The Eat Directory Brand Image. **B.** All advertising copy bearing any The Eat Directory names and identifiers must be submitted by E-mail for brand compliance approval by Lessor before its release to the public.

INSURANCE - Lessee shall at its own expense, maintain a simple Errors and Omissions Insurance policy and name Lessor as additional insured. A comprehensive general liability insurance with respect to the activities associated with the use of The Eat Directory is at Lessees option and Not Required to be maintained by Lessor. Lessor however will be held harmless by Lessee of all claims resulting from all activities of Lessee relative to The Eat directory during and after the term of this Agreement. Lessee shall provide Lessor with current Certificates of E&O Insurance.

SUPPORT - After the execution of this Agreement, Lessor shall offer marketing knowledge and materials as needed, indefinitely by phone, email, and text. Because of the focus of offering this lease to experienced advertising salespeople, there is no formal training required beyond familiarization of the details and theories behind The Eat Directory. Lessor however firmly believes in the benefits of support systems and will be available for all communications Monday through Friday; 9 am to 5pm PST. The assistance available from Lessor shall be on a consulting basis by phone, email, and text and not in the field.

TRADE NAME AND IDENTIFIERS INFRINGEMENT - Lessor represents that it is the owner of the Trade Name, Domain Name, Logo, and Website covered by this Agreement, and Lessor agrees to diligently defend these identifiers against copyright infringement. Should it choose to do so, Lessor shall at its own expense, challenge and prosecute all unauthorized use and infringement upon the Trade Name, Domain Name, Logo, and Website identifiers. Lessee agrees to assist Lessor in any impending copyright lawsuit by providing such evidence and expert assistance as Lessee may have within its control, and to the extent permitted by law. Lessee shall have the right to intervene at its own expense in any legal proceeding affecting the rights acquired by Lessee under this Agreement.

DEFAULT - If Lessor at any time finds the product or service offered by Lessee to be deficient in quality, misleading, suspect of deceptive practices, or otherwise advertised or sold in a manner that is in violation of this Agreement, Lessor at that time may notify Lessee in writing of such deficiencies. If Lessee fails to correct or eliminate such deficiencies within ten (10) days after receipt of such notice, Lessor may at its election, declare the term of this Agreement ended and terminated by giving Lessee written notice of such intention. Lessor shall have, in addition to the remedy above provided, any other right or remedy available to Lessor, either in law or equity. Lessor shall use reasonable efforts to mitigate its damages. In the event Lessor retains legal counsel to assist Lessor in the event of default of the terms and provisions of this Agreement, Lessee shall be obligated to pay Lessor reasonable attorney's fees and costs related thereto.

SUCCESSORS - The provisions of this agreement shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, successors, and assigns.

TERMINATION - Upon termination of this agreement for any reason including but not limited to default and expiration, Lessee shall immediately discontinue use of Trade Name, Domain Name, Logo, and Website of The Eat Directory including all labels, markings, advertising, vehicle identification, and any other marketing material.

WAIVER - No waiver of any default of Lessee hereunder shall be implied from any omission of Lessor to take any action on account of such default.

FINAL AGREEMENT - Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Lessor and Lessee.

EXHIBIT "A"

EXHIBIT "B"

1- Customized Eat Directory website, 500- Personalized Color Business Cards, 250- Personalized Color Brochures, 300- Personalized Pens, 250- 2-part Carbonless Order Forms, 1- Custom outgoing message for your phone, 1- Excel Sheet with Your area Restaurants, addresses and emails (where available). 1- HTML email to send to Restaurant owners prior to visiting them, 250- Full Color 6 X 11" Postcards to send to Restaurant owners prior to visiting them.

This Agreement by and between Lessor and Lessee, is executed on the day and year above first written and is pursuant to the Governing laws of the County of Josephine, State of Oregon.

_____ Date _____

Western Specialty Products Inc, ("Lessor")

_____ Date _____

Printed Company and/or Authorized Agent Name ("Lessee")

_____ Date _____

Signed by Authorized Agent ("Lessee")

_____ Date _____

Witness to Lessor

_____ Date _____

Witness to Lessee

Notice Regarding the Western Specialty Products Inc Program - This information is intended to offer for sale, our consulting services, and the license to use The Eat Directory Brand, associated procedures and advertising. Western Specialty Products Inc is Not a Franchisor and does not offer Franchises for sale. There is no Prospectus, Pre- sale registration or disclosure requirements as we are acting in the strict capacity of consultant outlining a path and offering the lease of an advertising website. We make no claims or promises as to income or business success. We present at no charge, the lease package of website, printed materials and advertising initiatives all with specific guidelines relative to The Eat Directory Brand. As Lessor, we disclose and share with a potential Lessee all our knowledge of The Eat Directory, the good and the not so good. Leasing an Eat Directory is by choice and Lessee is not required to adhere to any rules and regulations beyond maintaining the good image guidelines and reputation of The Eat Directory Brand. A Lessee can exit the lease agreement at any time, for any reason. If exit takes place before the first six months of the lease term, the remainder of the initial 6 months of lease prepayment is the only fiscal penalty. Lessor can exit The Eat Directory Lease Agreement pursuant to termination guidelines set forth and mutually accepted by Lessor and Lessee.

OUR WEBSITE HAS NOT BEEN REVIEWED OR ENDORSED BY ANY AGENCY OF THE STATE OF OREGON NOR IS IT REQUIRED TO BE REVIEWED AND/OR ENDORSED.