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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Friendly Ice Cream Corporation

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Massachusetts
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)
Name: GE Capital Franchise Finance Corporation
Internal Address:
Street Address: 17207 N. Perimeter Drive
City: Scottsdale State: AZ Zip: 85255

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other
Execution Date: December 19, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1704309; 1597640; 1595593

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: GE Capital Franchise Finance Corporation
Internal Address:
Street Address: 17207 N. Perimeter Drive
City: Scottsdale State: AZ Zip: 85255

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) ..... $ 40.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark R. Nethers — Name of Person Signing
Mark R. Nethers — Signature
1/3/02 — Date

Total number of pages including cover sheet, attachments, and document: 971

01/14/2002 DBYRNE 00000316 1704309
01 FC:481 40.00 OP
02 FC:482 50.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

1-10-02

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AMENDED AND RESTATED MASTER LEASE

THIS AMENDED AND RESTATED MASTER LEASE (this "Lease") is executed on November 29, 2001 and made to be effective as of December 19, 2001 (the "Effective Date"), by and between GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation, successor by merger to FFCA Acquisition Corporation ("Lessor"), whose address is 17207 North Perimeter Drive, Scottsdale, Arizona 85255, and FRIENDLY ICE CREAM CORPORATION, a Massachusetts corporation ("Lessee"), whose address is 1855 Boston Road, Wilbraham, Massachusetts 01095-1098.

WITNESSETH:

THAT, in consideration of the mutual covenants and agreements herein contained, Lessor and Lessee hereby covenant and agree as follows:

1. ***Certain Defined Terms***. The following terms shall have the following meanings for all purposes of this Lease:

"*Adjustment Date*" means the applicable date shown on the attached Exhibit B.

"*Affiliate*" means any Person controlling, controlled by or under common control with any other Person. For purposes of this definition, "control" (including "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership or voting securities or otherwise.

"*Applicable Rent Reduction Percentage*" means, with respect to any Property, a fraction, the numerator of which shall be the Minimum Purchase Price for such Property, and the denominator of which shall be the sum of the Minimum Purchase Prices for all of the Properties then subject to this Lease, including such Property.

"*Base Annual Rental*" means, as of the Effective Date, $582,422.40; provided, however, that such amount shall be adjusted on each Adjustment Date to the corresponding amount shown on the attached Exhibit B, which Base Annual Rental amount shall be due and payable until the next Adjustment Date.

"*Base Monthly Rental*" means an amount equal to 1/12 of the applicable Base Annual Rental.

"*Code*" means the United States Bankruptcy Code, 11 U.S.C. Sec. 101 et seq., as amended.

"*De Minimis Amounts*" shall mean, with respect to any given level of hazardous substance or solid waste, that level or quantity of hazardous substance or solid waste in any form

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or combination of forms which does not constitute a violation of any Environmental Laws and is customarily employed in, or associated with, similar businesses located in the States in which the Properties are located.

"*Environmental Insurer*" means such environmental insurance company as Lessor shall select in its sole discretion.

"*Environmental Laws*" means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law of which Lessee has knowledge, relating to protection of human health or the environment, relating to Hazardous Materials, relating to liability for or costs of Remediation or prevention of Releases or relating to liability for or costs of other actual or threatened danger to human health or the environment. "Environmental Laws" includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act (including but not limited to Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. "Environmental Laws" also includes, but is not limited to, any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law: conditioning transfer of property upon a negative declaration or other approval of a governmental authority of the environmental condition of the property; requiring notification or disclosure of Releases or other environmental condition of any of the Properties to any governmental authority or other person or entity, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to any of the Properties; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of any of the Properties.

"*Hazardous Materials*" means (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant; (ii) radon gas, asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contains dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent, or any petroleum product; (iii) any substance, gas, material or chemical which is or may be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," hazardous wastes" or words of similar import under any Environmental Laws; and (iv) any other chemical, material, gas or substance the exposure to or release of which is or may be prohibited, limited or regulated by any governmental or quasi-governmental entity or authority that asserts or may assert jurisdiction over any of the Properties or the operations or activity at any of the Properties, or any chemical, material, gas or substance that does or may pose a hazard to the health and/or safety of the occupants of any of the Properties or the owners and/or occupants of property adjacent to or surrounding any of the Properties.

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"*Indemnified Parties*" means Lessor, Environmental Insurer and the directors, officers, successors, assigns and any Affiliate of Lessor, including, but not limited to, any successors by merger, consolidation or acquisition of all or a substantial portion of Lessor's assets and business and Environmental Insurer.

"*Lease Term*" shall have the meaning described in Section 3.

"*Lease Year*" means the 12-month period commencing on the first day of the calendar year or any other 12-month period as may be approved in writing by Lessor after the commencement of the Lease Term and each successive 12-month period thereafter.

"*License Agreement*" means that certain Security and License Agreement dated as of the date of this Lease between Lessor and Lessee.

"*Losses*" means any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement and damages of whatever kind or nature (including, without limitation, attorneys' fees and other costs of defense).

"*Marks*" shall have the meaning set forth in the License Agreement.

"*Material Adverse Effect*" means a material adverse effect on (i) any of the Properties, including, without limitation, the operation of any of the Properties as a Permitted Concept, or (ii) Lessee's ability to perform its obligations under this Lease.

"*Memorandum*" means the memorandum of master lease dated as of the Effective Date between Lessor and Lessee with respect to the Properties. A duplicate original Memorandum will be executed and recorded in the applicable real property records for each Property. Each Memorandum will contain exhibits with the addresses and store identification numbers for all of the Properties and the legal description for the applicable Property.

"*Minimum Purchase Price*" means, on the Effective Date, the amount corresponding to each Property as set forth on the attached Exhibit A-1, as such amount may be adjusted in accordance with Sections 7.A and 20.D.

"*Original Leases*" means the leases described on the attached Exhibit C between Lessor and Lessee with respect to the lease of the Properties.

"*Permitted Concept*" means a Friendly's restaurant operated in accordance with Lessee's corporate standards of operations then in effect for Lessee operated restaurants or, if Lessee or any Affiliate of Lessee has established and/or implemented a system of franchising its restaurants to third parties, then a Friendly's restaurant operated in accordance with the standards of operations then in effect, imposed by Lessee, or any Affiliate of Lessee, as franchisor of Friendly's restaurants, on its franchisees on a system-wide basis.

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"*Person*" or "*Persons*" means, as the context requires, any individual, corporation, trust, partnership, limited liability company, unincorporated organization, governmental authority or any other form of entity.

"*Properties*" means, collectively, the parcels of real estate described by address and FFC Number in Exhibit A-1 attached hereto and legally described in Exhibit A, all rights, privileges and appurtenances associated therewith, and all buildings, fixtures and other improvements (but excluding all items of personal property, trade fixtures, equipment, furniture, furnishings and appliances) now or hereafter located thereon (whether or not affixed to such real estate), as any such Property may be replaced by a Substitute Property in accordance with Subsection 7.C.

"*Related Leases*" means the master leases dated as of the date of this Lease described on the attached Exhibit D.

"*Release*" means any presence, release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Materials.

"*Remediation*" means any response, remedial, removal, or corrective action, any activity to cleanup, detoxify, decontaminate, contain or otherwise remediate any Hazardous Material, any actions to prevent, cure or mitigate any Release, any action to comply with any Environmental Laws or with any permits issued pursuant thereto, any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or any evaluation relating to any Hazardous Materials.

"*Rental Factor*" means the then Base Annual Rental divided by the Minimum Purchase Price.

"*Rent Reduction Percentage*" means, for each Property, the percentage set forth on the attached Exhibit A-1 corresponding to such Property.

"*Sale-Leaseback Agreement*" means, collectively, the "Sale-Leaseback Agreement" as defined in each of the Original Leases.

2. ***Amendment and Restatement; Demise of Properties; Master Lease Characterization***. A. This Lease amends and restates the Original Leases and replaces and supersedes each and every term and condition of the Original Leases; provided, however, the amendment and restatement of the Original Leases by this Lease is not intended to limit any obligation of Lessee which accrued under the Original Leases prior to the execution and delivery of this Lease, including, without limitation, (i) Lessee's obligation to pay "Base Monthly Rental" and "Additional Rental" under the Original Leases, (ii) Lessee's obligation to pay taxes and assessments assessed against or imposed upon the Original Properties prior to the Effective Date, and (iii) Lessee's indemnification obligations under the Original Leases.

B. In consideration of the rentals and other sums to be paid by Lessee and of the other terms, covenants and conditions on Lessee's part to be kept and performed, Lessor hereby leases to Lessee, and Lessee hereby takes and hires, the Properties.

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C. Lessor and Lessee intend that:

(i) this Lease constitutes a single master lease of all, but not less than all, of the Properties and that Lessor and Lessee have executed and delivered this Lease with the understanding that this Lease constitutes a unitary, unseverable instrument pertaining to all, but not less than all, of the Properties, and that neither this Lease nor the duties, obligations or rights of Lessee may be allocated or otherwise divided among the Properties by Lessee;

(ii) this Lease is a "true lease" and not a financing lease, capital lease, mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of this Lease are those of a true lease; and

(iii) the business relationship created by this Lease and any related documents is solely that of a long-term commercial lease between landlord and tenant and has been entered into by both parties in reliance upon the economic and legal bargains contained herein.

D. Lessor and Lessee acknowledge and agree that the Lease Term, including any term extensions provided for in this Lease, is less than the remaining economic life of each of the Properties.

E. Lessee waives any claim or defense based upon the characterization of this Lease as anything other than a true lease and irrevocably waives any claim or defense which asserts that this Lease is anything other than a true lease. The option to purchase provided for in this Lease may be exercised only by Lessee paying the greater of the fair market value of the Properties (as determined pursuant to Section 23) and the Minimum Purchase Price, which payment amount will not be nominal. Lessee covenants and agrees that it will not assert that this Lease is anything but a true lease. Lessee stipulates and agrees not to challenge the validity, enforceability or characterization of the lease of the Properties as a true lease and further stipulates and agrees that nothing contained in this Lease creates or is intended to create a joint venture, partnership (either de jure or de facto), equitable mortgage, trust, financing device or arrangement, security interest or the like. Lessee shall support the intent of the parties that the lease of the Properties pursuant to this Lease is a true lease and does not create a joint venture, partnership (either de jure or de facto), equitable mortgage, trust, financing device or arrangement, security interest or the like, if, and to the extent that, any challenge occurs.

F. Lessee waives any claim or defense based upon the characterization of this Lease as anything other than a master lease of all of the Properties and irrevocably waives any claim or defense which asserts that this Lease is anything other than a master lease. Lessee covenants and agrees that it will not assert that this Lease is anything but a unitary, unseverable instrument pertaining to the lease of all, but not less than all, of the Properties. Lessee stipulates and agrees not to challenge the validity, enforceability or characterization of the lease of the Properties as a unitary, unseverable instrument pertaining to the lease of all, but not less than all, of the Properties. Lessee shall support the intent of the parties that this Lease is a unitary, unseverable

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instrument pertaining to the lease of all, but not less than all, of the Properties, if, and to the extent that, any challenge occurs.

G. Lessee represents and warrants to Lessor that (i) the Base Annual Rental constitutes the fair market value for the use of the Properties as of the date of this Lease and was agreed to by Lessor and Lessee on that basis, and (ii) the execution, delivery and performance by Lessee of this Lease does not constitute a transfer of all or any part of the Properties.

H. The expressions of intent, the waivers, the representations and warranties, the covenants, the agreements and the stipulations set forth in this Section are a material inducement to Lessor entering into this Lease.

3. ***Lease Term***. The Lease Term for all of the Properties shall commence as of the Effective Date and shall expire on December 27, 2016, unless terminated sooner as provided in this Lease and as may be extended for three periods of five years each as set forth in Section 28 below. The time period during which this Lease shall actually be in effect is referred to herein as the "Lease Term."

4. ***Rental***. A. If the Effective Date is a date other than the first day of the month, Lessee shall pay Lessor on the Effective Date the Base Monthly Rental prorated on the basis of the ratio that the number of days from the Effective Date through the last day in the month containing the Effective Date bears to the number of days in such month. Thereafter, on or before the first day of each succeeding calendar month, Lessee shall pay Lessor in advance the Base Monthly Rental.

B. For any partial year between the commencement of the Lease Term and the beginning of the next Lease Year and the beginning of the last Lease Year and the end of the Lease Term, calculation of the Base Annual Rental shall be prorated on the basis of the ratio of the number of days in such partial year to 365.

C. All sums of money required to be paid by Lessee under this Lease which are not specifically referred to as rent ("Additional Rental") shall be considered rent although not specifically designated as such. Lessor shall have the same remedies for nonpayment of Additional Rental as those provided herein for the nonpayment of Base Annual Rental.

5. ***Representations and Warranties of Lessor***. Lessor represents and warrants to Lessee as follows:

A. *Organization, Authority and Status of Lessor*. (i) Lessor has been duly organized and is validly existing and in good standing under the laws of the State of Delaware. All necessary corporate action has been taken to authorize the execution, delivery and performance by Lessor of this Lease and the other documents, instruments and agreement provided for herein. Lessor is not a "foreign corporation" as such term is defined in the Internal Revenue Code and the regulations promulgated thereunder. Lessor's United States tax identification number is 86-0765661.

(ii) The person who has executed this Lease on behalf of Lessor is duly authorized so to do.

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B. *Enforceability.* This Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms.

6. ***Representations and Warranties of Lessee.*** The representations and warranties of Lessee contained in this Section are being made to induce Lessor to enter into this Lease and Lessor has relied, and will continue to rely, upon such representations and warranties. Lessee represents and warrants to Lessor as follows:

A. *Organization, Authority and Status of Lessee.* (i) Lessee has been duly organized, is validly existing and in good standing under the laws of its state of incorporation and is qualified as a foreign corporation to do business in any jurisdiction where such qualification is required. All necessary corporate action has been taken to authorize the execution, delivery and performance by Lessee of this Lease and of the other documents, instruments and agreements provided for herein. Lessee is not a "foreign corporation", "foreign partnership", "foreign trust" or "foreign estate", as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder. Lessee's United States tax identification number is correctly set forth on the signature page of this Lease.

(ii) The persons who have executed this Lease on behalf of Lessee are duly authorized to do so.

B. *Enforceability.* This Lease constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

C. *Litigation.* There are no suits, actions, proceedings or investigations pending, or to the best of its knowledge, threatened against or involving Lessee before any court, arbitrator, or administrative or governmental body, except for such lawsuits, actions, proceedings or investigations which, individually or in the aggregate, have not had, and would not reasonably be expected to result in, (i) a Material Adverse Effect or (ii) liability to Lessee (taking into account all applicable insurance, and deductibles and self insured retentions relating thereto) equal to or in excess of $500,000.

D. *Absence of Breaches or Defaults.* Lessee is not, and the execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not result, in any breach of or default under any other document, instrument or agreement to which Lessee is a party or by which Lessee, any of the Properties or any of Lessee's property is subject or bound, except for such breaches or defaults which, individually or in the aggregate, have not had, and would not reasonably be expected to result in, a Material Adverse Effect.

E. *Licenses and Permits.* Lessee has obtained all required licenses and . permits, both governmental and private, to use and operate the Properties in the intended manner.

F. *Financial Condition; Information Provided to Lessor.* The financial statements, all financial data and all other documents and information relating to the Properties heretofore delivered to Lessor by or with respect to Lessee and/or the

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Properties in connection with this Lease and/or relating to Lessee and/or the Properties are true, correct and complete in all material respects, and there have been no amendments to such financial statements, financial data and other documents and information since the date such financial statements, financial data, documents and other information were prepared or delivered to Lessor (except as otherwise disclosed in writing to, and approved, in Lessor's sole discretion, in writing by, Lessor prior to the Effective Date), and no material adverse change has occurred to any such financial statements, financial data, documents and other information not disclosed in writing to Lessor.

7. ***Fixed Charge Coverage Ratio; Substitute Property.*** A. Throughout the Lease Term, Lessee shall maintain an aggregate Fixed Charge Coverage Ratio at all of the Properties of at least 1.10:1. If Lessee fails to achieve and maintain such ratio within 30 days after notice thereof from Lessor, Lessee shall, at Lessee's option, without further notice or demand (i) pay to Lessor in immediately available funds that amount (the "FCCR Payment Amount") which will enable Lessee (based upon the business operations of Lessee at the Properties during the prior Lease Year) to comply with the Fixed Charge Coverage Ratio required hereby, or (ii) give the Substitute Property Notice (defined in Subsection 7.C) and use best efforts to satisfy all of the conditions precedent described in Subsection 7.C with respect to the substitution of one or more Substitute Properties for one or more Properties in order to achieve the Fixed Charge Coverage Ratio required by this Subsection 7.A. If Lessee pays to Lessor the FCCR Payment Amount, Lessor and Lessee shall enter into an amendment to this Lease to (i) reduce the Base Annual Rental then in effect by an amount equal to the FCCR Payment Amount multiplied by the Rental Factor then in effect, and (ii) reduce the Minimum Purchase Price then in effect for each Property by an amount equal to the FCCR Payment Amount multiplied by the corresponding Rent Reduction Percentage.

B. For purposes of this Section 7, the term "Fixed Charge Coverage Ratio" shall mean, with respect to the Properties and with respect to any 12-month period of time (except as otherwise specifically provided in subsection 7.D), the ratio calculated for such period of time of (a) the Restaurant Cash Flow, less a corporate overhead allocation in an amount equal to 3% of Gross Sales, to (b) the sum of the FFCA Payments and the Equipment Payment Amount.

For purposes of this Subsection, the following terms shall be defined as set forth below:

"*Capital Lease*" shall mean any lease of any property (whether real, personal or mixed) by Lessee with respect to one or more of the Properties which lease would, in conformity with generally accepted accounting principles consistently applied, be required to be accounted for as a capital lease on the balance sheet of Lessee.

"*Debt*" shall mean with respect to Lessee, the Properties and the period of determination (i) indebtedness for borrowed money, (ii) obligations evidenced by bonds, indentures, notes or other similar instruments, (iii) obligations to pay the deferred purchase price of property or services, (iv) obligations under leases which shall have been or should be, in accordance with generally accepted accounting principles consistently applied, recorded as Capital Leases, and (v) obligations under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or

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otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (i) through (iv) above.

"*Depreciation and Amortization*" shall mean the depreciation and amortization accruing during the period of determination with respect to all of the Properties as determined in accordance with generally accepted accounting principles consistently applied.

"*Equipment Payment Amount*" shall mean, for any period of determination, all amounts payable during such period of determination under all equipment leases and loans for the acquisition of equipment located at one or more of the Properties entered into after the "Effective Date" of the corresponding Original Leases.

"*FFCA Payments*" shall mean for any period of determination, the sum of all amounts owing under this Lease.

"*Gross Sales*" shall mean all sales or other income arising from all business conducted on all of the Properties during the period of determination, less sales tax and any amounts received from not-for-profit sales of all non-food items in connection with promotional campaigns, if any, authorized by Lessee, or an Affiliate of Lessee, as franchisor of Friendly restaurants, for its franchisees on a system-wide basis; provided, however, that Gross Sales shall exclude all revenues or receipts arising out of or attributable to the following: (i) internal, nonretail transfers of inventory, trade fixtures or equipment between Lessee and its employees, including Lessee's restaurant managers, (ii) sales made at a discount to Lessee's employees, (iii) nonretail trades or exchanges between stores owned by Lessee, (iv) the use of pay telephones located at the Properties, (v) sales from cigarette and other vending machines located at the Properties, (vi) sales of trade fixtures or other restaurant equipment, (vii) refunds, credits, allowances or discounts in any form on merchandise sold or services rendered, (viii) the imposition of sales, luxury or excise taxes collected from and separately paid by Lessee's customers, (ix) settlements of claims for loss or damage, and (x) nonretail sales of recycled by-products.

"*Interest Expense*" shall mean for any period of determination, the sum of all interest accrued or which should be accrued in respect of all Debt of Lessee allocable to one or more of the Properties and all business operations thereon (including interest attributable to Capital Leases), as determined in accordance with generally accepted accounting principles consistently applied.

"*Operating Lease Expense*" shall mean for any period of determination, the sum of all amounts payable by Lessee under any operating leases with respect to one or more of the Properties and/or the business operations thereon as determined in accordance with generally accepted accounting principles consistently applied.

"*Restaurant Cash Flow*" shall mean with respect to Lessee and with respect to the period of determination, Gross Sales less all operating expenses (other than Depreciation

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and Amortization, Interest Expense and Operating Lease Expense) adjusted for nonrecurring gains and losses allocable to the Properties and to such period (before provision or benefit for income taxes or charges equivalent to income taxes allocable to such period, as determined in accordance with generally accepted accounting principles consistently applied but before provision for corporate overhead expense allocable to the Properties and to such period).

C. *Substitute Property.* (i) Definitions. For purposes of this Subsection 7.C, the following additional defined terms shall be used:

"*Substitute Property Documents*" shall mean the documents, agreements and instruments described in this Subsection 7.C to be executed and delivered in connection with the consummation of the transaction contemplated by this Subsection.

"*Substitute Property*" means one or more parcels of real property substituted for a Property in accordance with the requirements of this Subsection, together with all rights, privileges and appurtenances associated therewith, and all buildings, structures, fixtures and improvements (but excluding all items of personal property, trade fixtures, equipment, furniture, furnishings and appliances) located (and thereafter to be located) thereon (whether or not affixed to such real estate).

"*Substitute Property Closing*" means the consummation of the transaction contemplated by this Subsection relative to the substitution of one or more Properties in order to achieve the Fixed Charge Coverage Ratio required by Subsection 7.A.

"*Substitute Property Closing Date*" means the date of consummation of the transaction contemplated by this Subsection relative to the replacement of one or more Properties with one or more Substitute Properties. The Substitute Property Closing Date shall occur no later than ten (10) days after satisfaction of all of the conditions precedent set forth in this Subsection.

"*Substitute Property Notice*" means written notice to Lessor that Lessee has elected to substitute one or more Substitute Properties for one or more Properties under this Lease in order to achieve the Fixed Charge Coverage Ratio required by Subsection 7.A (starting with the Property with the lowest "Fixed Charge Coverage Ratio" (determined as contemplated in the following sentence) and proceeding in ascending order to the Property with the next lowest Fixed Charge Coverage Ratio). For purposes of the preceding sentence, the definitions set forth in Subsection 7.B of this Lease with respect to the calculation of the Fixed Charge Coverage Ratio shall be deemed modified as applicable to provide for the calculation of a Fixed Charge Coverage Ratio for each Property on an individual basis rather than on an aggregate basis with the other Properties. For purposes of such calculation, the Operating Lease Expense with respect to this Lease for each such Property shall equal the product of (x) the Applicable Rent Reduction Percentage for such Property, and (y) the Base Annual Rental then in effect. Lessee shall identify the proposed Substitute Properties to Lessor contemporaneously with the giving of the Substitute Property Notice.

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"*Substitute Property Permitted Exceptions*" means such easements, restrictions and covenants of record affecting each Substitute Property as Lessor shall approve in Lessor's reasonable discretion.

(ii) *Conditions Precedent for Substitution.* Upon the giving of the Substitute Property Notice, Lessee shall use its best efforts to satisfy, or cause to be satisfied, as soon as reasonably practicable, the following conditions precedent relative to such substitution and shall use its best efforts to cause each proposed Substitute Property to meet the following conditions:

(1) Lessee and Lessor shall have entered into a sale-leaseback agreement relative to the proposed Substitute Property in substantially the same form as the Sale-Leaseback Agreements, and Lessee shall have performed all of its duties and obligations thereunder. In addition, Lessee and Lessor shall have executed an amendment to this Lease pursuant to which the Substitute Property will become a Property under this Lease and an amendment to the Memorandum of Lease pursuant to which the Substitute Property will become a Property thereunder, all in form and content reasonably acceptable to Lessor.

(2) The proposed Substitute Property must be owned by, and fee simple title thereto must be vested in, Lessee, free and clear of all liens, interests and encumbrances, except only the Substitute Property Permitted Exceptions.

(3) The proposed Substitute Property must have a fair market value (which fair market value shall be determined in the manner set forth in Section 23) equal to or greater than the fair market value (as determined in accordance with Section 23) of the Property being replaced on and as of the Substitute Property Closing Date.

(4) Lessee shall have reimbursed Lessor, in addition to all costs and expenses applicable to the proposed substitution, for Lessor's third-party and/or in-house site inspectors' costs and expenses with respect to the proposed Substitute Property.

(5) Lessor shall have received a preliminary title report and irrevocable commitment (subject only to payment of premium) to insure title by means of an Owner's ALTA extended coverage policy of title insurance (or its equivalent, in the event such form is not issued in the jurisdiction where the proposed Substitute Property is located) for such proposed Substitute Property issued by a nationally recognized title insurance company acceptable to Lessor showing good and marketable title in Lessee and committing to insure fee simple title in and to the proposed Substitute Property in Lessor, subject only to the Substitute Property Permitted Exceptions and containing such title endorsements as Lessor may reasonably require.

(6) Lessor shall have received a current ALTA survey of such proposed Substitute Property, the form and substance acceptable to Lessor.

(7) Lessor shall have completed such environmental due diligence of the proposed Substitute Property as it deems necessary or advisable in its sole discretion, including, without limitation, receiving an environmental insurance policy with respect to such proposed Substitute Property in form and substance and issued by such

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environmental insurance company as is acceptable to Lessor in its sole discretion, and Lessor shall have approved the environmental condition of the Substitute Property based on such environmental due diligence as Lessor deems necessary or advisable in its sole discretion.

(8) Lessee shall deliver, or cause to be delivered, to Lessor opinions of counsel relative to the Substitute Property in substantially the same form and substance as the form of opinion of counsel attached to the Sale-Leaseback Agreements issued by legal counsel reasonably approved by Lessor.

(9) The proposed Substitute Property must be a Permitted Concept, constructed of good workmanship and materials, fully equipped and operational, in good condition and repair, free from structural defects.

(10) No breach or default shall exist under this Lease as of the date Lessee gives the Substitution Notice and as of the Substitute Property Closing Date.

Within a reasonable period after receipt of the Substitution Notice, Lessor shall order the UCC financing statement searches, title commitment, ALTA survey and environmental diligence described above.

(iii) *Effect of Substitution*. Upon satisfaction of the foregoing conditions with respect to each Substitute Property:

(a) The proposed Substitute Property shall be deemed substituted for the Property being replaced;

(b) The Substitute Property shall become and thereafter be referred to herein as a "Property" during the unexpired Lease Term;

(c) The Substitute Documents shall be dated as of the Substitute Property Closing Date;

(d) Lessor will execute and deliver to Lessee a deed (substantially in the same form by which Lessor acquired title to the Properties) conveying to Lessee all of Lessor's right, title and interest in the replaced Property free and clear of all liens and encumbrances except liens for taxes and assessments and easements, covenants and restrictions of record which were attached to the replaced Property as of the date of the Original Lease, attached during the "Lease Term" of the Original Lease or this Lease through Lessee's action or inaction, as the case may be, have been granted by Lessor in lieu of a taking by the power of eminent domain or the like, have been approved by Lessee, or which do not materially adversely affect the use of the replaced Property as a restaurant. In the event Lessor is unable to convey title as required, Lessee shall have the right to accept such title as Lessor can convey or elect not to consummate the transaction contemplated by this Subsection 7.C, in which case this Lease shall remain in full force and effect and Lessee shall pay to Lessor that amount which will enable Lessee to comply with the Fixed Charge Coverage Ratio required by Subsection 7.A, all in accordance with the provisions set forth therein; and

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(e) Lessor will release, or cause to be released, the UCC-1 Financing Statements relative to the replaced Property.

(iv) *Costs, Expenses and Taxes.* Lessee shall be solely responsible for all costs, expenses and taxes relating to the replacement and substitution contemplated by this Subsection (whether incurred by Lessee or Lessor), including, without limitation, title premiums, cost of survey and environmental due diligence undertaken pursuant to this Section 7, including, without limitation, the cost of environmental insurance, escrow charges, recording fees, attorneys' fees and costs, stamp taxes, transfer taxes and fees (including, without limitation, transfer and other taxes associated with Lessor's special warranty deed to Lessee). Lessee shall pay (or reimburse Lessor, as applicable) all such costs, expenses and taxes on or prior to the Substitute Property Closing Date (regardless of whether the closing occurs).

(v) *Failure to Consummate Transaction.* In the event the Substitute Property Closing shall not have occurred within 90 days after Lessee gives the Substitute Property Notice (other than as a result of Lessor's failure to cure a breach of Lessor's obligations no later than 10 days after notice by Lessee to Lessor of such breach), Lessee shall pay to Lessor that amount which will enable Lessee to comply with the Fixed Charge Coverage Ratio required by Subsection 7.A, all in accordance with the provisions set forth therein.

D. Notwithstanding the foregoing, the period of determination relative to the computation of the Fixed Charge Coverage Ratio shall not include any period of time during which Lessee has ceased conducting its business activities at the Properties in accordance with (and as permitted under) the terms and conditions of Sections 14 and 33 and subsection 20.G.

8. ***Rentals To Be Net to Lessor.*** The Base Annual Rental payable hereunder shall be net to Lessor, so that this Lease shall yield to Lessor the rentals specified during the Lease Term, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Properties shall be performed and paid by Lessee.

9. ***Taxes and Assessments.*** Lessee shall pay, prior to the earlier of delinquency or the accrual of interest on the unpaid balance, all taxes and assessments of every type or nature assessed against or imposed upon or arising with respect to Lessor, any of the Properties, this Lease, the rental or other payments due under this Lease or Lessee during the Lease Term which affect in any manner the net return realized by Lessor under this Lease, including, without limitation, the following:

A. All taxes and assessments upon any of the Properties or any part thereof and upon any personal property, trade fixtures and improvements located on the Properties, whether belonging to Lessor or Lessee, or any tax or charge levied in lieu of such taxes and assessments;

B. All taxes, charges, license fees and or similar fees imposed by reason of the use of any of the Properties by Lessee; and

C. All excise, transaction, privilege, license, sales, use and other taxes upon the rental or other payments hereunder, the leasehold estate of either party or the activities of either party pursuant to this Lease, except that Lessee shall not be

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responsible for payment of Lessor's state and federal corporate income taxes or Lessor's general corporate excise taxes, unless (and to the extent) such general corporate excise taxes relate to the Properties, this Lease, or the Base Annual Rental or Additional Rent or other sums to be paid pursuant to this Lease, in which event Lessee shall be responsible for payment of such excise taxes.

All taxing authorities shall be instructed to send all tax and assessment invoices to Lessee and Lessee shall promptly provide Lessor with copies of all tax and assessment invoices received by Lessee. Upon request, Lessee shall also provide Lessor with evidence that such invoices were paid in a timely fashion. After recording the information on such invoices, Lessor shall promptly forward such invoices to Lessee for payment. Within 30 days after each tax and assessment payment is required by this Section to be paid, Lessee shall provide Lessor with evidence satisfactory to Lessor that such payment was made in a timely fashion. Lessee may in good faith seek a refund, rebate or abatement of any tax levied in connection with any of the Properties but only if Lessee has made arrangements for paying such tax prior to it becoming a lien on the applicable Property and has notified Lessor of such arrangements and such arrangements are reasonably acceptable to Lessor.

10. ***Utilities***. Lessee shall contract, in its own name, for and pay when due all charges for the connection and use of water, gas, electricity, telephone, garbage collection, sewer use and other utility services supplied to the Properties during the Lease Term. Under no circumstances shall Lessor be responsible for any interruption of any utility service.

11. ***Insurance***. Throughout the Lease Term Lessee shall maintain with respect to each of the Properties, at its sole expense, the following types and amounts of insurance (which may be included under a blanket insurance policy if all the other terms hereof are satisfied), in addition to such other insurance as Lessor may reasonably require from time to time:

A. Insurance against loss, damage or destruction by fire and other casualty, including theft, vandalism and malicious mischief, flood (for each of the Properties in a location designated by the Federal Emergency Management Administration as a Special Flood Hazard Area), earthquake (for each of the Properties in an area subject to destructive earthquakes within recorded history), boiler explosion (for each of Properties with a boiler), plate glass breakage, sprinkler damage (for each of the Properties with a sprinkler system), all matters covered by a standard extended coverage endorsement, special coverage endorsement commonly known as an "all risk" endorsement and such other risks as Lessor may reasonably require, insuring each of the Properties for not less than 100% of their full insurable replacement cost.

B. Commercial general liability and property damage insurance, including a products liability clause, covering Lessor and Lessee against bodily injury liability, property damage liability and automobile bodily injury and property damage liability, including without limitation any liability arising out of the ownership, maintenance, repair, condition or operation of the Properties or adjoining ways, streets or sidewalks and, if applicable, insurance covering Lessor and Lessee against liability arising from the sale of liquor, beer or wine on the Properties. Such insurance policy or policies shall contain a broad form contractual liability endorsement under which the insurer agrees to

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insure Lessee's obligations under Section 18 hereof to the extent insurable, and a "severability of interest" clause or endorsement which precludes the insurer from denying the claim of either Lessee or Lessor because of the negligence or other acts of the other, shall be in amounts of not less than $1,000,000.00 per injury and occurrence with respect to any insured liability, whether for personal injury or property damage, or such higher limits as Lessor may reasonably require from time to time, and shall be of form and substance satisfactory to Lessor.

C. State Worker's Compensation insurance in the statutorily mandated limits, employer's liability insurance with limits not less than $500,000 or such greater amount as Lessor may from time to time require and such other insurance as may be necessary to comply with applicable laws.

D. Business interruption insurance equal to 100% of the Base Annual Rental, then in effect, for a period of not less than six months.

All insurance policies shall:

(i) Provide for a waiver of subrogation by the insurer as to claims against Lessor, its employees and agents;

(ii) Provide that such insurance cannot be cancelled or coverage reduced without thirty (30) days prior written notice to Lessor;

(iii) Provide that any and all insurance policies issued in the name of Lessee shall be considered to be primary to any policies maintained by Lessor;

(iv) Contain a standard without contribution mortgage clause endorsement in favor of any lender designated by Lessor;

(v) Provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least 30 days' prior written notice to Lessor and to any lender covered by any standard mortgage clause endorsement;

(vi) Be issued by insurance companies licensed to do business in the states in which the Properties are located and which are rated A-:VI or better by Best's Insurance Guide or are" otherwise approved by Lessor; and

(vii) Provide that the insurer shall not deny a claim because of the negligence of Lessee, anyone acting for Lessee or any tenant or other occupant of any of the Properties.

It is expressly understood and agreed that the foregoing minimum limits of insurance coverage shall not limit the liability of Lessee for its acts or omissions as provided in this Lease. All insurance policies (with the exception of worker's compensation insurance to the extent not available under statutory law) shall designate Lessor and any mortgagee of Lessor as additional insureds as their interests may appear and shall be payable as set forth in Section 20 hereof. All

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such policies shall be written as primary policies, with deductibles not to exceed an amount equal to $250,000.00 for the insurance required to be maintained under Section 11.A, and with deductibles not to exceed an amount equal to $500,000.00 for the insurance required under Section 11.B or such other amounts as may be approved by Lessor in its reasonable discretion. Any other policies, including any policy now or hereafter carried by Lessor, shall serve as excess coverage. Lessee shall procure policies for all insurance for periods of not less than one year and shall provide to Lessor and any lender designated by Lessor certificates of insurance or, upon Lessor's request, duplicate originals of insurance policies evidencing that insurance satisfying the requirements of this Lease is in effect at all times.

12. ***Tax and Insurance Impound.*** Upon the occurrence of a default under this Lease by Lessee (after expiration of any applicable cure period set forth in this Lease), Lessor may require Lessee to pay to Lessor sums which will provide an impound account (which shall not be deemed a trust fund) for paying up to the next one year of taxes, assessments and/or insurance premiums relating, or allocable, to each of the Properties. Upon such requirement, Lessor will estimate the amounts needed for such purposes and will notify Lessee to pay the same to Lessor in equal monthly installments, as nearly as practicable, in addition to all other sums due under this Lease. Should additional funds be required at any time, Lessee shall pay the same to Lessor on demand. Lessee shall advise Lessor of all taxes and insurance bills which are due and shall cooperate fully with Lessor in assuring that the same are paid. Lessor may deposit all impounded funds in accounts insured by any Federal or State agency and may commingle such funds with other funds and accounts of Lessor. Interest or other gains from such funds, if any, shall be the sole property of Lessor. In the event of any default by Lessee, Lessor may apply all impounded funds against any sums due from Lessee to Lessor. Lessor shall give to Lessee an annual accounting showing all credits and debits to and from such impounded funds received from Lessee. All credit balances remaining at the expiration of the Lease Term shall be returned to Lessee provided Lessee is not then in default under this Lease.

13. ***Payment of Rental and Other Sums.*** All rental and other sums which Lessee is required to pay hereunder shall be the unconditional obligation of Lessee and shall be payable in full when due without any setoff, abatement, deferment, deduction or counterclaim whatsoever. Upon execution of this Lease, Lessee shall establish arrangements whereby payments of the Base Monthly Rental and impound payments, if any, are transferred by Automated Clearing House Debit directly from Lessee's bank account to such account as Lessor may designate or as Lessor may otherwise designate. Any delinquent payment (that is, any payment not made within five calendar days after the date when due) shall, in addition to any other remedy of Lessor, incur a late charge of 10% (which late charge is intended to compensate Lessor for the cost of handling and processing such delinquent payment and should not be considered interest) and bear interest at the rate of 18% per annum, which interest rate shall accrue from the date such payment was due, but in no event shall Lessee be obligated to pay a sum of late charge and interest higher than the maximum legal rate then in effect (the "Default Rate").

14. ***Use.*** Lessee shall use each of the Properties solely for the operation of a Permitted Concept. Lessee shall occupy the Properties promptly following the Effective Date and, except as otherwise permitted under this Lease, Lessee shall at all times during the Lease Term diligently operate its business on each of the Properties. Lessee may cease diligent operation of business at any of the Properties for a period not to exceed 90 days and may do so

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only once with respect to each Property within any five-year period during the Lease Term. If Lessee does discontinue operation pursuant to this Section, Lessee shall (i) give written notice to Lessor 60 days prior to the day Lessee ceases operation, (ii) provide adequate protection and maintenance of any such Properties during any period of vacancy and (iii) pay all costs necessary to restore such Properties to their condition on the day operation of the business ceased at such time as such Properties are reopened for Lessee's business operations or other substituted use approved by Lessor as contemplated below. Notwithstanding anything herein to the contrary, Lessee shall pay monthly Base Monthly Rental on the first day of each month during any period in which Lessee discontinues operation. Notwithstanding the foregoing, Lessee shall not be required to conduct business activities on or at any of the Properties on legal holidays established and recognized under the laws of the State where such Properties are located.

Lessee shall not, by itself or through any assignment, sublease or other type of transfer, convert the Properties to an alternative use during the Lease Term without Lessor's consent, which consent shall not be unreasonably withheld. Lessor may consider any or all of the following in determining whether to grant its consent, without being deemed to be unreasonable: (i) whether the rental paid to Lessor would be equal to or greater than the anticipated rental assuming continued existing use, (ii) whether the proposed rental to be paid to Lessor is reasonable considering the converted use of the Properties and the customary rental prevailing in the community for such use, and (iii) whether the converted use will increase Lessor's risks or decrease the value of the Properties.

15. ***Compliance with Laws, Restrictions, Covenants and Encumbrances.*** A. Lessee's use and occupation of each of the Properties, and the condition thereof, shall, at Lessee's sole cost and expense, comply fully with (i) all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders and approvals of any governmental agencies, departments, commissions, bureaus, boards or instrumentalities of the United States, the states in which the Properties are located and all political subdivisions thereof, including, without limitation, all health, building, fire, safety and other codes, ordinances and requirements and all applicable standards of the National Board of Fire Underwriters, and (ii) all restrictions, covenants and encumbrances of record with respect to the Properties.

B. Lessee will not permit any act or condition to exist on or about any of the Properties which will increase any insurance rate thereon, except when such acts are required in the normal course of its business and Lessee shall pay for such increase.

C. Without limiting the generality of the other provisions of this Section, Lessee agrees that it shall be responsible for complying in all material respects with the Americans with Disabilities Act of 1990, as such act may be amended from time to time, and all regulations promulgated thereunder (collectively, the "ADA"), as it affects each of the Properties, including, but not limited to, making required "readily achievable" changes to remove any architectural or communications barriers, and providing auxiliary aides and services within the Properties. Lessee further agrees that any and all alterations made to the Properties during the Lease Term will comply with the requirements of the ADA. All plans for alterations which must be submitted to Lessor under the provisions of Section 17 must include a statement from an architect or engineer licensed in the State in which the applicable Property is located (which licensed architect or engineer may be an employee of Lessee) certifying that they have reviewed

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the plans, and that the plans comply with all applicable provisions of the ADA. Any subsequent approval or consent to the plans by the Lessor shall not be deemed to be a representation of Lessor's part that the plans comply with the ADA, which obligation shall remain with Lessee. Lessee agrees that it will defend, indemnify and hold harmless Lessor and Lessor's shareholders, directors, officers, agents, attorneys and employees from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages (including consequential and punitive damages), losses, costs and expenses, including attorneys' fees, caused by, incurred or resulting from Lessee's failure to comply with its obligations under this Section.

D. The Properties and Lessee are not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any Environmental Laws, and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Properties. If any such investigation or inquiry is subsequently initiated, Lessee will promptly notify Lessor.

Lessee has not obtained and is not required to obtain any permits, licenses or similar authorizations to construct, occupy, operate or use any buildings, improvements, fixtures and equipment forming a part of the Properties by reason of any Environmental Laws.

Lessee has taken all reasonable steps to determine and has determined to its reasonable satisfaction (based upon Lessee's review of the environmental report(s) described in Section 11.E of the Sale-Leaseback Agreements) that (i) no Hazardous Materials have been disposed of or otherwise Released on or about the Properties, (ii) the Properties do not contain Hazardous Materials or underground storage tanks, (iii) there is no threat of any Release migrating to the Properties; (iv) there is no present non-compliance with Environmental Laws or with permits issued pursuant thereto in connection with the Properties and there was no non-compliance with then applicable Environmental Laws or permits issued pursuant thereto in connection with the Properties during the period of time that Lessee owned the Properties, and, to the best of Lessee's knowledge, there was no non-compliance with then applicable Environmental Laws or permits issued pursuant thereto in connection with the Properties prior to the date Lessee acquired title to the Properties; (v) Lessee does not know of, and has not received, any written or oral notice or other communication from any person or entity (including but not limited to a governmental entity) relating to Hazardous Materials or Remediation thereof, of possible liability of any person or entity pursuant to any Environmental Law, other environmental conditions in connection with the Properties, or any actual or potential administrative or judicial proceedings in connection with any of the foregoing; and (vi) Lessee has truthfully and fully provided to Lessor, in writing, any and all information relating to environmental conditions in, on, under or from the Properties that is known to Lessee and that is contained in Lessee's files and records, including but not limited to any reports relating to Hazardous Materials in, on, under or from the Properties.

Lessee covenants and agrees that: (i) all uses and operations on or of each of the Properties, whether by Lessee or any other person or entity, shall be in compliance with all Environmental Laws and permits issued pursuant thereto; (ii) there shall be no Releases in, on, under or from any of the Properties; (iii) there shall be no Hazardous Materials in, on, or under any of the Properties, except in De Minimis Amounts; (iv) Lessee shall keep each of the

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Properties free and clear of all liens and other encumbrances imposed pursuant to any Environmental Law, whether due to any act or omission of Lessee or any other person or entity (the "Environmental Liens"); (v) Lessee shall, at its sole cost and expense, fully and expeditiously cooperate in all activities pursuant to subsection (1) below, including but not limited to providing all relevant information and making knowledgeable persons available for interviews; (vi) upon the issuance (by any federal, state or local governmental or quasi-governmental authority, body, instrumentality or agency having jurisdiction over any of the Properties) of a request or order to do so (hereinafter called "Governmental Request") or upon a request of Lessor, provided Lessor has a reasonable basis for making such request, Lessee shall, at its sole cost and expense, perform any environmental site assessment or other investigation of environmental conditions in connection with any of the Properties (including but not limited to sampling, testing and analysis of soil, water, air, building materials and other materials and substances whether solid, liquid or gas), and share with Lessor the reports and other results thereof, and Lessor and other Indemnified Parties shall be entitled to rely on such reports and other results thereof; (vii) Lessee shall, at its sole cost and expense, comply with all Governmental Requests and requests of Lessor, provided Lessor has a reasonable basis for making such request, to (1) reasonably effectuate Remediation of any condition (including but not limited to a Release) in, on, under or from any of the Properties; (2) comply with any Environmental Law; (3) comply with any directive from any governmental authority; and (4) take any other reasonable action necessary or appropriate for protection of human health or the environment; (viii) Lessee shall not do or allow any tenant or other user of any of the Properties to do any act that materially increases the dangers to human health or the environment, poses an unreasonable risk of harm to any person or entity (whether on or off any of the Properties), impairs or may impair the value of any of the Properties, is contrary to any requirement of any insurer, constitutes a public or private nuisance, constitutes waste, or violates any covenant, condition, agreement or easement applicable to any of the Properties; and (ix) Lessee shall immediately notify Lessor in writing of (A) any presence of Releases or threatened Releases (of which Lessee has knowledge) in, on, under, from or migrating towards any of the Properties; (B) any non-compliance with any Environmental Laws related in any way to any of the Properties; (C) any actual or potential Environmental Lien; (D) any required or proposed Remediation of environmental conditions relating to any of the Properties; and (E) any written or oral notice or other communication which Lessee becomes aware from any source whatsoever (including but not limited to a governmental entity) relating in any way to Hazardous Materials or Remediation thereof, possible liability of any person or entity pursuant to any Environmental Law, other environmental conditions in connection with any of the Properties, or any actual or potential (of which Lessee has knowledge) administrative or judicial proceedings in connection with anything referred to in this Section.

Lessor and any other person or entity designated by Lessor, including but not limited to any receiver, any representative of a governmental entity, and any environmental consultant, shall have the right, but not the obligation, to enter upon any of the Properties at all reasonable times to assess any and all aspects of the environmental condition of any of the Properties and its use, including but not limited to conducting any environmental assessment or audit (the scope of which shall be determined in Lessor's reasonable discretion) and taking samples of soil, groundwater or other water, air, or building materials, and conducting other invasive testing if Lessor has a reasonable basis for making such invasive testing (unless Lessee shall have

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undertaken such invasive testing in a manner reasonably acceptable to Lessor). Lessee shall cooperate with and provide access to Lessor and any such person or entity designated by Lessor.

Lessee shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses (excluding Losses arising out of Lessor's gross negligence or wilful misconduct) and costs of Remediation (whether or not performed voluntarily), engineers' fees, environmental consultants' fees, and costs of investigation (including but not limited to sampling, testing, and analysis of soil, water, air, building materials and other materials and substances whether solid, liquid or gas) imposed upon or incurred by or asserted against any Indemnified Parties, and directly or indirectly arising out of or in any way relating to any one or more of the following: (i) any presence of any Hazardous Materials in, on, above, or under any of the Properties; (ii) any past, present or threatened Release in, on, above, under or from any of the Properties (iii) any activity by Lessee, any person or entity affiliated with Lessee or any tenant or other user of any of the Properties (excluding any tenant or user, other than Lessee and any person or entity claiming under or through Lessee, with whom Lessor has a direct contractual relationship, pursuant to which such tenant or user leases any of the Properties) in connection with any actual, proposed or threatened use, treatment, storage, holding, existence, disposition or other Release, generation, production, manufacturing, processing, refining, control, management, abatement, removal, handling, transfer or transportation to or from any of the Properties of any Hazardous Materials at any time located in, under, on or above any of the Properties; (iv) any activity by Lessee, any person or entity affiliated with Lessee or any tenant or other user of any of the Properties (excluding any tenant or user, other than Lessee and any person or entity claiming under or through Lessee, with whom Lessor has a direct contractual relationship, pursuant to which such tenant or user leases any of the Properties) in connection with any actual or proposed Remediation of any Hazardous Materials at any time located in, under, on or above any of the Properties, whether or not such Remediation is voluntary or pursuant to court or administrative order, including but not limited to any removal, remedial or corrective action; (v) any past, present or threatened non-compliance or violations of any Environmental Laws (or permits issued pursuant to any Environmental Law) in connection with any of the Properties or operations thereon, including but not limited to any failure by Lessee, any person or entity affiliated with Lessee or any tenant or other user of any of the Properties (excluding any tenant or user, other than Lessee and any person or entity claiming under or through Lessee, with whom Lessor has a direct contractual relationship, pursuant to which such tenant or user leases any of the Properties) to comply with any order of any governmental authority in connection with any Environmental Laws; (vi) the imposition, recording or filing or the threatened imposition, recording or filing of any Environmental Lien encumbering any of the Properties; (vii) any administrative processes or proceedings or judicial proceedings in any way connected with any matter addressed in this Section; (vii) any past, present or threatened injury to, destruction of or loss of natural resources in any way connected with any of the Properties, including but not limited to costs to investigate and assess such injury, destruction or loss; (viii) any acts of Lessee or other users of any of the Properties (excluding any user, other than Lessee and any person or entity claiming under or through Lessee, with whom Lessor has a direct contractual relationship, pursuant to which such user leases any of the Properties) in arranging for disposal or treatment, or arranging with a transporter for transport for disposal or treatment, of Hazardous Materials owned or possessed by such Lessee or other users, at any facility or incineration vessel owned or operated by another person or entity and containing such or similar Hazardous Materials; (ix) any acts of Lessee or other users of any of

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the Properties (excluding any user, other than Lessee and any person or entity claiming under or through Lessee, with whom Lessor has a direct contractual relationship, pursuant to which such user leases any of the Properties) in accepting any Hazardous Materials for transport to disposal or treatment facilities, incineration vessels or sites selected by Lessee or such other users, from which there is a Release, or a threatened Release of any Hazardous Material which causes the incurrence of costs for Remediation; (x) any personal injury, wrongful death, or property damage arising under any statutory or common law or tort law theory, including but not limited to damages assessed for the maintenance of a private or public nuisance or for the conducting of an abnormally dangerous activity on or near any of the Properties; and (xi) any misrepresentation or inaccuracy in any representation or warranty or material breach or failure to perform any covenants or other obligations pursuant to this Section.

The obligations of Lessee and the rights and remedies of Lessor set forth in this Section are independent from those of Lessee. Furthermore, such obligations of Lessee and rights and remedies of Lessor shall survive the termination, expiration and/or release of this Lease.

E. In addition to the other requirements of this Section, Lessee shall, at all times throughout the Lease Term, comply with all applicable federal, state or local statutes, laws, rules, regulations, ordinances, codes, policies or rules of common law now or hereafter in effect and in each case, as amended, and any judicial or administrative interpretation thereof, including any judicial order, consent, decree or judgment, applicable to Lessee.

16. ***Condition of Properties; Maintenance.*** Lessee has inspected, or had the opportunity to inspect, each of the Properties and hereby accepts each of the Properties "AS IS" and "WHERE IS" with no representation or warranty of Lessor as to the condition thereof. Each of the Properties shall be kept in good, clean, sanitary and working condition; and Lessee shall at all times at its own expense maintain, repair and replace, as necessary, each of the Properties, including all portions of each of the Properties, whether or not the Properties were in such condition on the Effective Date.

17. ***Waste; Alterations and Improvements.*** Lessee shall not commit actual or constructive waste upon any of the Properties. Lessee shall not alter the exterior, structural, plumbing or electrical elements of any of the Properties in any manner without the consent of Lessor, which consent shall not be unreasonably withheld or conditioned; provided, however, Lessee may undertake nonstructural alterations to each of the Properties costing less than $50,000.00 without Lessor's consent. Lessee may (upon notice to Lessor and as specifically permitted under Section 14) cease diligent operation of business at any of the Properties to undertake permitted alterations if such alterations may not reasonably be undertaken while continuing diligent business operations at such Property. The terms and conditions of Section 14 shall govern any period of cessation of continuous business operations for the purpose of undertaking such alterations. If Lessor's consent is required hereunder and Lessor consents to the making of any structural alterations or nonstructural alterations costing more than $50,000.00, the same shall be made by Lessee at Lessee's sole expense by a licensed contractor and according to plans and specifications approved by Lessor and subject to such other conditions as Lessor shall require. Any work at any time commenced by Lessee on the Properties shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply fully with all the terms of this Lease. Upon completion of any

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alterations, Lessee shall promptly provide Lessor with (i) an affidavit in form and substance reasonably acceptable to Lessor certifying that all laborers and materialmen contributing to the alterations and all other bills, accounts and invoices relating to the alterations have been paid in full, (ii) a certificate by an architect licensed in the state in which the applicable Property is located (which licensed architect may be an employee of Lessee) certifying the alterations to have been completed in conformity with the plans and specifications, (iii) a certificate of occupancy, and (iv) any other documents or information reasonably requested by Lessor. Lessee shall execute and file or record, as appropriate, a "Notice of Non-Responsibility," or any equivalent notice permitted under applicable law in the state where the applicable Property is located. Any addition (other than furniture, equipment, appliances, trade fixtures and other items of personal property) to or alteration of any of the Properties shall be deemed a part of the Properties and belong to Lessor, and Lessee shall execute and deliver to Lessor such instruments as Lessor may require to evidence the ownership by Lessor of such addition or alteration.

18. ***Indemnification***. Except for the gross negligence or willful misconduct of Lessor, Lessee shall indemnify, protect, defend and hold harmless Lessor and Lessor's directors, officers, successors, assigns and any Affiliate of Lessor from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs and expenses, including Lessor's attorneys' fees, caused by, incurred or resulting from its operations, use and occupancy (and prior ownership) of the Properties, whether relating to their original design or construction, latent defects, alteration, maintenance, use by Lessee or any person thereon, supervision or otherwise, or from any breach of, default under or failure to perform any term or provision of this agreement by Lessee, its officers, employees, agents or other persons. It is expressly understood and agreed that Lessee's obligations under this Section shall survive the expiration or earlier termination of this Lease for any reason.

19. ***Quiet Enjoyment***. So long as Lessee shall pay the rental and other sums herein provided and shall keep and perform all of the terms, covenants and conditions on its part herein contained, Lessee shall have, subject and subordinate to Lessor's rights herein, the right to the peaceful and quiet occupancy of the Properties.

20. ***Condemnation or Destruction***. A. In the event of a taking of all or any part of any of the Properties for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain or by agreement between Lessor, Lessee and those authorized to exercise such right ("Taking") or the commencement of any proceedings or negotiations which might result in a Taking or any material damage to or destruction of any of the Properties or any part thereof ("Casualty"), Lessee will promptly give written notice thereof to Lessor, generally describing the nature and extent of such Taking, proceedings, negotiations or Casualty and including copies of any documents or notices received in connection therewith. Thereafter, Lessee shall promptly send Lessor copies of all correspondence and pleadings relating to any such Taking, proceedings, negotiations or Casualty. During all periods of time following a Casualty, Lessee shall ensure that the subject Property is secure and does not pose any risk of harm to adjoining property owners or occupants or third-parties.

B. In the event of a Taking of the whole of any of the Properties, other than for temporary use ("Total Taking"), the obligations of Lessee with respect to such Property only

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shall terminate as of the date of the Total Taking, but this Lease shall otherwise continue in full force and effect with respect to the remaining Properties. From and after the date of a Total Taking, the Base Annual Rental shall be reduced by an amount equal to the product of (i) the Applicable Rent Reduction Percentage for the Property subject to the Total Taking, and (ii) the Base Annual Rental in effect as of the date of such Total Taking (the "Adjustment"). If the date of such Total Taking is other than the first day of a month, the Base Annual Rental payable for the month in which such Total Taking occurs shall be apportioned based on such Adjustment as of the date of the Total Taking. Lessee's obligations to Lessor under Section 18 of this Lease with respect to such Property and Lessee's obligation to pay all other sums of money under this Lease (whether payable to Lessor or to a third-party) which accrue prior to the date of such Total Taking shall survive the partial termination of this Lease with respect to such Property. A Total Taking shall include a Taking, other than for a temporary use, of such a substantial part of any Property as shall result in the portion of such Property remaining after such Taking being unsuitable for use as a Permitted Concept. Lessor shall be entitled to receive the entire award or payment in connection with a Total Taking without deduction for any estate vested in Lessee by this Lease. Lessee hereby expressly assigns to Lessor all of its right, title and interest in and to every such award or payment and agrees that Lessee shall not be entitled to any award or payment for the value of Lessee's leasehold interest in this Lease. Lessee shall be entitled to claim and receive any award or payment from the condemning authority expressly granted for the taking of Lessee's personal property, the interruption of its business and moving expenses, but only if such claim or award does not adversely affect or interfere with the prosecution of Lessor's claim for the Total Taking.

C. In the event of a Taking of all or any part of any of the Properties for a temporary use ("Temporary Taking"), this Lease shall remain in full force and effect without any reduction of Base Annual Rental, Additional Rental or any other sum payable hereunder. Except as provided below, Lessee shall be entitled to the entire award for a Temporary Taking, whether paid by damages, rent or otherwise, unless the period of occupation and use by the condemning authorities shall extend beyond the date of expiration of this Lease, in which case the award made for such Taking shall be apportioned between Lessor and Lessee as of the date of such expiration. At the termination of any such Temporary Taking, Lessee will, at its own cost and expense and pursuant to the terms of Section 19 above, promptly commence and complete the restoration of the Property; provided, however, Lessee shall not be required to restore the Property affected by such Temporary Taking if the term of this Lease shall expire prior to, or within one year after, the date of termination of the Temporary Taking, and in such event Lessor shall be entitled to recover all damages and awards arising out of the failure of the condemning authority to repair and restore such Property at the expiration of such Temporary Taking.

D. In the event of a Taking which is not a Total Taking or a Temporary Taking ("Partial Taking") or of a Casualty, all awards, compensation or damages shall be paid to Lessor, and Lessor shall have the option to (i) terminate this Lease with respect to the Property affected by notifying Lessee within 60 days after Lessee gives Lessor notice of such Casualty or that title has vested in the taking authority or (ii) continue this Lease in effect, which election may be evidenced by either a notice from Lessor to Lessee or Lessor's failure to notify Lessee that Lessor has elected to terminate this Lease with respect to such Property within such 60-day period. Lessee shall have a period of 60 days after Lessor's notice that it has elected to terminate this Lease with respect to such Property during which to elect to continue this Lease with respect

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to such Property on the terms herein provided. If Lessor elects to terminate this Lease with respect to such Property and Lessee does not elect to continue this Lease with respect to such Property or shall fail during such 60-day period to notify Lessor of Lessee's intent to continue this Lease with respect to such Property, then this Lease shall terminate with respect to such Property as of the last day of the month during which such period expired. Lessee shall then immediately vacate and surrender such Property, all obligations of either party hereunder with respect to such Property shall cease as of the date of termination (provided, however, Lessee's obligations to Lessor under any indemnification provisions of this Lease with respect to such Property (including, without limitation, Section 18) and Lessee's obligations to pay Base Annual Rental, Additional Rental and all other sums (whether payable to Lessor or a third party) accruing under this Lease with respect to such Property prior to the date of termination shall survive such termination), the Base Annual Rental shall be reduced by an amount equal to the product of (i) the Applicable Rent Reduction Percentage for such Property and (ii) the Base Annual Rental in effect as of the date of such Partial Taking or Casualty, and Lessor may retain all such awards, compensation or damages. This Lease shall continue in full force and effect with respect to all other Properties. If Lessor elects not to terminate this Lease with respect to such Property, or if Lessor elects to terminate this Lease with respect to such Property but Lessee elects to continue this Lease with respect to such Property, then this Lease shall continue in full force and effect on the following terms: (i) all Base Annual Rental, Additional Rental and other sums and obligations due under this Lease shall continue unabated, and (ii) Lessee shall promptly commence and diligently prosecute restoration of such Property to the same condition, as nearly as practicable, as prior to such Partial Taking or Casualty as approved by Lessor. Lessor shall promptly make available in installments as restoration progresses an amount up to but not exceeding the amount of any award, compensation or damages received by Lessor after deducting all costs, fees and expenses incident to the collection thereof, including all costs and expenses incurred by Lessor in connection therewith (the "Net Restoration Amount"), upon request of Lessee accompanied by evidence reasonably satisfactory to Lessor that such amount has been paid or is due and payable and is properly a part of such costs and that Lessee has complied with the terms of Section 17 above in connection with the restoration. Prior to the disbursement of any portion of the Net Restoration Amount with respect to a Casualty, Lessee shall provide evidence reasonably satisfactory to Lessor of the payment of restoration expenses by Lessee up to the amount of the insurance deductible applicable to such Casualty. Lessor shall be entitled to keep any portion of the Net Restoration Amount which may be in excess of the cost of restoration ("Excess Amount") and this Lease shall be amended pursuant to an amendment to be entered into between Lessor and Lessee in order to reduce the Minimum Purchase Price corresponding to such Property, then in effect, by an amount equal to the Excess Amount. Lessee shall bear all additional costs, fees and expenses of such restoration in excess of the Net Restoration Amount. If this Lease is terminated with respect to any Property as a result of a Casualty, simultaneously with such termination Lessee shall pay Lessor an amount equal to the insurance deductible applicable to such Casualty.

E. Any loss under any property damage insurance required to be maintained by Lessee shall be adjusted by Lessor and Lessee. Any award relating to a Total Taking or a Partial Taking shall be adjusted by Lessor or, at Lessor's election, Lessee. Notwithstanding the foregoing or any other provisions of this Section to the contrary, if at the time of any Taking or any Casualty or at any time thereafter a default under this Lease by Lessee shall have occurred and be continuing under this Lease, Lessor is hereby authorized and empowered but shall not be

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obligated, in the name and on behalf of Lessee and otherwise, to file and prosecute Lessee's claim, if any, for an award on account of such Taking or for insurance proceeds on account of such Casualty and to collect such award or proceeds and apply the same, after deducting all costs, fees and expenses incident to the collection thereof, to the curing of such default and any other then existing default under this Lease and/or to the payment of any amounts owed by Lessee to Lessor under this Lease, in such order, priority and proportions as Lessor in its discretion shall deem proper.

F. Notwithstanding the foregoing, nothing in this Section 20 shall be construed as limiting or otherwise adversely affecting the representations, warranties, covenants and characterizations set forth in Lease, including, without limitation, those provisions set forth in Section 2 of this Lease.

G. Lessee may cease diligent operation of business at a Property to perform the restoration of such Property required under subsections 20.C and 20.D if such restoration may not reasonably be performed while continuing diligent business operations at such Property. If Lessee does discontinue operation pursuant to this subsection, Lessee shall (i) give written notice to Lessor 60 days prior to the day Lessee ceases operation, and (ii) provide adequate protection and maintenance of such Property during any period of vacancy. Notwithstanding anything herein to the contrary, Lessee shall continue to pay Base Monthly Rental during any period in which Lessee discontinues operation. The period of time during which Lessee ceases diligent operation of business at the Properties pursuant to this Subsection 20.G shall not be considered as part of the period of time Lessee is permitted to cease diligent operation of business under Section 14.

21. ***Inspection***. Lessor and its authorized representatives shall have the right, upon giving reasonable notice (except in the case of an emergency), to enter any of the Properties at such times as would reasonably minimize interruption of Lessee's business activities conducted at the Properties (except in the case of any emergency) or any part thereof and inspect the same and make photographic or other evidence concerning Lessee's compliance with the terms of this Lease. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Properties and any other loss occasioned by such entry. Lessee shall keep and maintain at Lessee's corporate offices full, complete and appropriate books of account and records of Lessee's business operations relating to the Properties in accordance with generally accepted accounting principles. The books and records of Lessee shall at all times be open for inspection by Lessor, its auditors or other authorized representatives and shall show such information as is reasonably necessary to determine compliance with Lessee's obligations relative to the Fixed Charge Coverage Ratio pursuant to Section 7. Lessee further agrees to keep at its principal office for at least three (3) years following the end of each Lease Year all such books and records reasonably necessary for conducting an audit relative to the Fixed Charge Coverage Ratio requirements of this Lease. Lessee shall make available for Lessor's auditor at Lessee's corporate offices within ten (10) business days following Lessor's notice requiring such audit, all of the books, source documents, accounts, pertinent sales records and income, sales and occupancy tax reports of Lessee which such auditor deems necessary or desirable for the purpose of making an audit or, at Lessor's request, Lessee shall mail copies of all records and documents to Lessor or Lessor's auditor. Notwithstanding the foregoing, Lessor shall have the right to conduct only one audit of

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Lessee's books and records per calendar year, except in the event of errors, discrepancies and omissions in Lessee's books and records, in which event Lessor shall have the right to make such additional audits during any calendar year as Lessor shall reasonably determine.

22. ***Franchise Operations.*** In addition to the requirements set forth in this Lease, Lessee, in its use, occupancy and maintenance of each of the Properties shall comply (and cause any assignee of Lessee to comply) with all Lessee's corporate standards of operations then in effect for Permitted Concepts or, if Lessee has established and/or implemented a system of franchising its restaurants to third parties, in accordance with the standards of operations then in effect, imposed by Lessee, as franchisor of Permitted Concepts, on its franchisees on a system-wide basis.

23. ***Option To Purchase Properties.*** Lessee shall have the option during the 90 days immediately preceding the tenth and fifteenth anniversaries of this Lease and during the 90-day period immediately preceding the end of the first, second and third optional extension terms set forth in Section 28 of this Lease (as applicable, the "Window"), to give Lessor notice (the "Option Notice") of Lessee's election to purchase one or more of the Properties (the "Subject Properties") for the greater of (i) their aggregate fair market value (which fair market value shall be determined in the manner set forth below) or (ii) the Minimum Purchase Price corresponding to the Subject Properties, provided that for purposes of this Section, the Minimum Purchase Price for the applicable Properties shall be reduced by an amount equal to the payment, if any, made by Lessee to Lessor to achieve the Fixed Charge Coverage Ratio required by Subsection 7.A and any Excess Amount paid to Lessor pursuant to Section 20.D. The closing of such purchase must occur during the first 90 days (the "Purchase Period") following the end of the applicable Window if such appraisal has been received and, if not, a day for day extension will be allowed until the appraisal is received. Within 90 days of Lessor's receipt of the Option Notice, Lessor shall, at Lessee's sole expense, retain an independent MAI appraiser to prepare an appraisal of the fair market value of the Subject Properties including any additions or renovations thereto. In determining the fair market value of the Subject Properties, the appraiser shall utilize the cost, income and sales comparison approaches to value. In utilizing the income approach, the appraiser shall determine the "leased fee" value of the Subject Properties, which shall be arrived at by considering (i) the income that would be produced by this Lease through the end of the fully extended Lease Term, and, if the Base Annual Rental shall have been reduced in accordance with the terms of this Lease, the "leased fee" value of the Subject Properties shall be determined as if the Base Annual Rental had not been reduced; and (ii) any other factors relating to such approach which the appraiser shall deem relevant in his sole discretion. The fair market value shall be determined in accordance with the then current MAI guidelines for valuing commercial properties of substantially the same nature as the Subject Properties in the regions where the Subject Properties are located, provided that such fair market value shall be reduced by an amount equal to the payment, if any, made by Lessee to Lessor to achieve the Fixed Charge Coverage Ratio required by Subsection 7.A. If within 20 days after being notified of the result of such appraisal Lessee elects to reject that appraisal, then the first appraisal shall become null and void and Lessor shall nominate to Lessee a list of not less than three independent MAI appraisers who are experienced with appraising property similar to the Subject Properties, and Lessee shall select one such appraiser. Within 60 days of such selection, Lessor shall retain such appraiser to prepare an appraisal of the Subject Properties in the same manner described above. Within 20 days after the results of that appraisal have been delivered to Lessee, Lessee shall

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notify Lessor of its election to exercise this option to purchase the Subject Properties for the price set forth in such appraisal. If such notice of exercise is not received by Lessor within such 20-day period, the option for such time period shall lapse and this Lease shall remain in full force and effect.

Upon exercise of this option, Lessor and Lessee shall open an escrow account with a recognized title insurance or trust company selected by Lessor and reasonably acceptable to Lessee. Such escrow shall be subject to the standard escrow instructions of the escrow agent, to the extent they are not inconsistent herewith. At or before the close of escrow, Lessor shall deliver to the escrow agent a deed for each of the Subject Properties (substantially in the same form as the deeds by which Lessor acquired its interests in the Subject Properties) conveying to Lessee all of Lessor's right, title and interest in the Subject Properties free and clear of all liens and encumbrances except liens for taxes and assessments and easements, covenants and restrictions of record which were attached to the Subject Properties as of the date of the Original Leases, attached during the "Lease Term" under the Original Leases or this Lease through Lessee's action or inaction, as the case may be, have been granted by Lessor in lieu of a taking by the power of eminent domain or the like, have been approved by Lessee, or which do not materially adversely affect the use of any of the Subject Properties as a restaurant. In the event Lessor is unable to convey title as required, Lessee shall have the right to accept such title as Lessor can conveyor elect not to consummate its exercise of the option, in which case the option for such time period shall lapse and this Lease shall remain in full force and effect. Both Lessor and Lessee agree to execute a purchase agreement, escrow instructions and such other instruments as may be necessary or appropriate to consummate the sale of the Subject Properties in the manner herein provided. All cost of exercise of the option, including, but I not limited to, escrow fees, title insurance fees, recording costs or fees, attorneys' fees (including those of Lessor), appraisal fees, stamp taxes and transfer fees shall be borne by Lessee. Lessee shall continue to pay and perform all of its obligations under this Lease until the close of escrow which in no event shall occur after the date of the expiration of the Lease Term or the expiration of any extension thereof. The purchase price paid by Lessee in exercising this option shall be paid to Lessor or to such person or entity as Lessor may direct at closing in immediately available funds. Lessee shall not have the right to exercise this option or consummate the exercise thereof if at the time of exercise or consummation it shall be in default of any of the terms and conditions of this Lease or if any condition shall exist which upon the giving of notice or the passage of time, or both, would constitute a default by Lessee under this Lease.

Upon consummation of each option to purchase set forth in this Section:

(i) the obligations of Lessee with respect to the Subject Properties subject to such option to purchase shall terminate as of the date of the closing of such purchase, but this Lease shall otherwise continue in full force and effect with respect to the remaining Properties

(ii) Lessee's obligations under Section 18 of this Lease with respect to the Subject Properties and Lessee's obligation to pay all other sums of money under this Lease (whether payable to Lessor or to a third-party) which accrue prior to the date of such closing shall survive such closing; and

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(iii) the Base Annual Rental shall be reduced by an amount equal to the product of the Base Annual Rental then in effect and the aggregate Rental Reduction Percentages of the Subject Properties subject to such option to purchase.

The failure of Lessee to consummate the purchase of the Subject Properties as contemplated herein shall not release Lessee from its obligations under this Lease and the Lease shall remain in full force and effect until the expiration of the Lease Term or applicable extension period. The escrow shall close within the Purchase Period, or Lessor, at its option, may terminate Lessee's option to purchase the Properties during such time period. The closing date may be extended for a reasonable period of time to permit Lessor to cure title defects or to permit either party to cure any other defects or defaults provided each party is diligently seeking to cure such defect or default and Lessee continues to perform its obligation hereunder.

Lessee may not sell, assign, transfer, hypothecate or otherwise dispose of the option granted herein or any interest therein, except in conjunction with a permitted assignment of Lessee's entire interest herein and then only to the assignee thereof. Any assignment of this option which is contrary to the terms of this paragraph shall be deemed to be a default under this Lease and the option granted herein shall be void.

24. ***Default, Remedies and Measure of Damages***. A. Each of the following shall be deemed a material breach of this Lease and a default by Lessee:

(i) If any representation or warranty of Lessee herein was false in any material respect when made or, in the event that any such representation or warranty is continuing, becomes false in any material respect at any time, or if Lessee renders any false statement or account;

(ii) If any rent or other monetary sum due hereunder is not paid within five days after the date when due;

(iii) If Lessee becomes insolvent within the meaning of the Code, files or notifies Lessor that it intends to file a petition under the Code, initiates a proceeding under any similar law or statute relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (collectively, hereinafter, an "Action"), becomes the subject of either a petition under the Code or an Action, or is not generally paying its debts as the same become due;

(iv) If Lessee vacates or abandons any of the Properties (other than a cessation of Lessee's business activities on any of the Properties specifically authorized in accordance with the terms of this Lease);

(v) If Lessee fails to observe or perform any of the covenants, conditions, or obligations of this Lease; or

(vi) If there is an "Event of Default" under any of the Related Leases or a breach or default under any other agreement or instrument, including, without limitation, leases, promissory notes and guaranties, between or by (1) Lessee, or any Affiliate of Lessee, and, or for the benefit of, (2) Lessor or any Affiliate of Lessor.

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B. If any default occurs pursuant to subsection A.(ii) above, Lessor shall not be entitled to exercise its remedies set forth in subsection D. below unless and until Lessor shall have given Lessee notice thereof and a period of five days from the delivery of such notice shall have elapsed without such default being cured.

C. If any such breach or default does not involve the payment of any rent or other monetary sum, is not willful or intentional, does not place any rights or property of Lessor in immediate jeopardy, and is within the reasonable power of Lessee to cure within 30 days after receipt of notice thereof, all as determined by Lessor in its reasonable discretion, then such event shall not constitute a default hereunder unless and until Lessor shall have given Lessee notice thereof and a period of 30 days shall have elapsed, during which period Lessee may correct or cure such event, upon failure of which a default shall be deemed to have occurred hereunder without further notice or demand of any kind. If such nonmonetary breach or default cannot reasonably be cured within such 30-day period, as determined by Lessor in its reasonable discretion, and Lessee is diligently pursuing a cure of such breach or default, then Lessee shall have a reasonable period to cure such breach or default, which shall in no event exceed 90 days after receiving notice of the default from Lessor.

D. As a material inducement to Lessor executing this Lease, in the event of any breach or default, and with or without any notice or demand, except the notice prior to default required under certain circumstances by subsection B and C above or such other notice as may be required by statute and cannot be waived by Lessee (all other notices being hereby waived), Lessor shall be entitled to exercise, at its option, concurrently, successively, or in any combination, all remedies available at law or in equity, including without limitation, any one or more of the following as well as the applicable remedies set forth on the attached Schedule I:

(i) To terminate this Lease, whereupon Lessee's right to possession of the Properties shall cease and this Lease, except as to Lessee's liability, shall be terminated.

(ii) To reenter and take possession of any of the Properties, any or all Personal Property located on or at any or all of the Properties in which Lessor shall have a landlord's lien and/or security interest, and, to the extent permissible, permits and other rights or privileges of Lessee pertaining to the use and operation of any or all of the Properties and to expel Lessee and those claiming under or through Lessee, without being deemed guilty in any manner of trespass or becoming liable for any loss or damage resulting therefrom, without resort to legal or judicial process, procedure or action. No notice from Lessor hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Lessor to terminate this Lease unless such notice specifically so states. If Lessee shall, after default, voluntarily give up possession of any of the Properties to Lessor, deliver to Lessor or its agents the keys to any of the Properties, or both, such actions shall be deemed to be in compliance with Lessor's rights and the acceptance thereof by Lessor or its agents shall not be deemed to constitute a termination of this Lease. Lessor reserves the right following any reentry and/or reletting to exercise its right to terminate this Lease by giving Lessee written notice thereof, in which event this Lease will terminate as specified in said notice.

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(iii) To seize all Personal Property located on or at any or all of the Properties in which Lessor shall have a landlord's lien and/or security interest, and to dispose thereof in accordance with the laws prevailing at the time and place of such seizure or to remove all or any portion of such property and treat the same as having been abandoned, without becoming liable for any loss or damage resulting therefrom and without resorting to legal or judicial process, procedure or action.

(iv) To bring an action against Lessee for any damages (other than consequential damages) sustained by Lessor or any equitable relief available to Lessor.

(v) To relet any or all of the Properties or any part thereof for such term or terms (including a term which extends beyond the original term of this Lease), at such rentals and upon such other terms as Lessor, in its sole discretion, may determine, with all proceeds received from such reletting being applied to the rental and other sums due from Lessee in such order as Lessor, may, in it sole discretion, determine, which other sums include, without limitation, all repossession costs, brokerage commissions, attorneys' fees and expenses, employee expenses, alteration, remodeling and repair costs and expenses of preparing for such reletting. Except to the extent required by applicable law, Lessor shall have no obligation to relet any of the Properties or any part thereof and shall in no event be liable for refusal or failure to relet any of the Properties or any part thereof, and no such refusal or failure shall operate to relieve Lessee of any liability under this Lease or otherwise to affect any such liability. Lessor reserves the right following any reentry and/or reletting to exercise its right to terminate this Lease by giving Lessee written notice thereof, in which event this Lease will terminate as specified in said notice.

(vi) To accelerate and recover from Lessee all rent and other monetary sums due and owing and scheduled to become due and owing under the Lease both before and after the date of such breach for the entire original scheduled term of this Lease taking into account the present value thereof based upon a discount rate as may be determined to be reasonable by a court of competent jurisdiction, provided that Lessor agrees to use good faith efforts to mitigate Lessor's damages hereunder.

(vii) To recover from Lessee all costs and expenses, including attorneys' fees, court costs, expert witness fees, costs of tests and analyses, travel and accommodation expenses, deposition and trial transcripts, copies and other similar costs and fees, paid or incurred by Lessor as a result of such breach, regardless of whether or not legal proceedings are actually commenced.

(viii) To immediately or at any time thereafter, upon notice to Lessee, at Lessor's sole option but without any obligation to do so, correct such breach or default and charge Lessee all costs and expenses incurred by Lessor therein. Any sum or sums so paid by Lessor, together with interest at the then existing maximum legal rate, but not higher than 18% per annum, shall be deemed to be additional rent hereunder and shall be paid by Lessee to Lessor no later than five (5) days after notice thereof from Lessor. Any such acts by Lessor in correcting Lessee's breaches or defaults hereunder shall not be deemed to cure said breaches or defaults or constitute any waiver of Lessor's right to exercise any or all remedies set forth herein.

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(ix) To immediately or at any time thereafter, and with or without notice, except as required herein, set off any money of Lessee held by Lessor under this Lease against any sum owing by Lessee hereunder.

(x) To seek any equitable relief available to Lessor, including, without limitation, the right of specific performance.

All powers and remedies given by this Section to Lessor, subject to applicable law, shall be cumulative and not exclusive of one another or of any other right or remedy or of any other powers and remedies available to Lessor under this Lease by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements of Lessee contained in this Lease, and no delay or omission of Lessor to exercise any right or power accruing upon the occurrence of any default under this Lease by Lessee shall impair any other or subsequent default or impair any rights or remedies consequent thereto. Every power and remedy given by this Section or by law to Lessor may be exercised from time to time, and as often as may be deemed expedient, by Lessor, subject at all times to Lessor's right in its sole judgment to discontinue any work commenced by Lessor or change any course of action undertaken by Lessor.

25. ***Mortgage, Subordination, Nondisturbance and Attornment.*** Lessor's interest in this Lease and/or any of the Properties shall not be subordinate to any encumbrances placed upon any of the Properties by or resulting from any act of Lessee, and nothing herein contained shall be construed to require such subordination by Lessor. Lessee shall keep the Properties free from any liens for work performed, materials furnished or obligations incurred by Lessee. If any liens should be claimed, filed or recorded against any of the Properties arising out of work performed or materials furnished upon or at the instance of Lessee, Lessee shall promptly cause said claim or lien to be discharged either by paying the same or, with the prior written consent of Lessor, which consent shall not be unreasonably withheld, by providing a surety bond in a manner that will cause such claim or lien to be promptly discharged and terminated and will result in the Properties being released from the effect of such claim or lien. NOTICE IS HEREBY GIVEN THAT LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF ANY OF THE PROPERTIES OR LESSEE'S LEASEHOLD INTEREST THEREIN, AND ANY SUCH PURPORTED TRANSACTION SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED A TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S FEE OWNERSHIP OF THE PROPERTIES.

This Lease at all times shall automatically be subordinate to the lien of any and all ground leases, mortgages and trust deeds now or hereafter placed upon any of the Properties by Lessor, and Lessee covenants and agrees to execute and deliver, upon demand, such further instruments subordinating this Lease to the lien of any or all such ground leases, mortgages or trust deeds as shall be desired by Lessor, or any present or proposed mortgagees or trustees under trust deeds, upon the condition that Lessee shall have received a form of non-disturbance agreement signed by the owner and holder of the ground lease, mortgage or trust deed giving Lessee the right to remain in possession of the Properties under the terms of this Lease, notwithstanding any default

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in any or all such mortgages or trust deeds, or after foreclosure thereof, so long as Lessee is not in default under any of the covenants, conditions and agreements contained in this Lease.

If any mortgagee or trustee elects to have this Lease and the interest of Lessee hereunder be superior to any such interest or right and evidences such election by notice given to Lessee, then this Lease and the interest of Lessee hereunder shall be deemed superior to any such mortgage or trust deed, whether this Lease was executed before or after such mortgage or trust deed and in that event such mortgagee or trustee shall have the same rights with respect to this Lease as if it had been executed and delivered prior to the execution and delivery of the mortgage or trust deed and has been assigned to such mortgagee or trustee.

Although the foregoing provisions shall be self-operative and no future instrument of subordination shall be required, upon request by Lessor, Lessee shall execute and deliver whatever instruments may be required for such purposes, and in the event Lessee fails so to do within 10 days after demand, Lessee does hereby make, constitute and irrevocably appoint Lessor as its agent and attorney-in-fact and in its name, place and stead so to do, which appointment shall be deemed coupled with an interest.

In the event any collateral assignee or purchaser at a foreclosure sale acquires title to the Properties pursuant to the exercise of any remedy provided for in the collateral assignment, mortgage or trust deed or otherwise, Lessee shall attorn to such purchaser and recognize such purchaser as Lessor under this Lease, which shall continue in full force and effect as a direct lease between such purchaser and Lessee. The foregoing provision shall be self operative and effective without the execution of any further instruments.

Lessee shall give written notice to any lender (provided Lessee shall have been notified of such lender's address) of Lessor having a recorded lien upon any of the Properties or any part thereof of which Lessee has been notified of any breach or default by Lessor of any of its obligations under this Lease and shall give such lender the right to cure such breach or default (within the same period to which Lessor may be entitled to cure) before Lessee may exercise any remedy with respect thereto. Upon request by Lessor, Lessee shall also provide Lessee's most recent audited financial statements to Lessor or any such lender and certify the continuing accuracy of such financial statements in such manner as Lessor or such lender may request.

26. ***Estoppel Certificate***. A. At any time, and from time to time (but no more frequently than three times per calendar year), Lessee agrees, promptly and in no event later than 20 days after a request from Lessor, to execute, acknowledge and deliver to Lessor or any present or proposed mortgagee or purchaser designated by Lessor a certificate in the form supplied by Lessor, certifying: (i) that Lessee has accepted the Properties (or, if Lessee has not done so, that Lessee has not accepted the Properties, and specifying the reasons therefor); (ii) that this Lease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or, if this Lease is not in full force and effect, the certificate shall so specify the reasons therefor; (iii) the commencement and expiration dates of the Lease Term and the terms of any extension options of Lessee; (iv) the date to which the rentals have been paid under this Lease and the amount thereof then payable; (v) whether there are then any existing defaults by Lessor in the performance of its obligations under this Lease, and, if there are any such defaults, specifying the nature and extent thereof; (vi) that no notice has been received by Lessee

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of any default under this Lease which has not been cured, except as to defaults specified in the certificate; (vii) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of Lessee; and (viii) any other information reasonably requested by Lessor, or its present or proposed purchaser or mortgagee.

B. If Lessee shall fail or refuse to sign a certificate in accordance with the provisions of this Section within 20 days following a request by Lessor, a default by Lessee under this Lease shall be deemed to have occurred, and Lessor shall be entitled to exercise its rights and remedies set forth in this Lease.

27. ***Assignment***. A. Lessor shall have the right to sell or convey the Properties subject to this Lease or to assign its right, title and interest as Lessor under this Lease in whole or in part. In the event of any such sale or assignment other than a security assignment, Lessee shall attorn to such purchaser or assignee and (provided such assignee shall have assumed in writing all of Lessor's obligations hereunder accruing after the date of such assignment) Lessor shall be relieved, from and after the date of such transfer or conveyance, of liability for the performance of any obligation of Lessor contained herein, except for obligations or liabilities accrued prior to such assignment or sale.

B. Lessee acknowledges that Lessor has relied both on the business experience and creditworthiness of Lessee and upon the particular purposes for which Lessee intends to use the Properties in entering into this Lease. Lessee shall not, without the consent of Lessor, which consent shall not be unreasonably withheld (i) assign, transfer, convey, pledge or mortgage this Lease or any interest therein, whether by operation of law or otherwise; (ii) assign, transfer, convey, pledge or mortgage any interest in Lessee, whether by operation of law or otherwise, including, without limitation, dissolution of Lessee or, if Lessee is a corporation, a transfer (by one or more transactions) of a majority of the voting stock of Lessee (other than publicly traded stock), or if Lessee is a partnership, a transfer of the controlling interest in Lessee (including the admission of new partners or withdrawal of existing partners having a controlling interest), regardless of whether the transfer is made by one or more transactions, or whether one or more persons hold the controlling interest prior to the transfer or afterwards; or (iii) sublet all or any part of the Properties. It is expressly agreed that Lessor may withhold or condition such consent based upon such matters as Lessor may in its reasonable discretion determine, including, without limitation, the experience and creditworthiness of the assignee, the assumption by the assignee of all of Lessee's obligations hereunder by undertakings enforceable by Lessor, payment to Lessor of any rentals owing under a sublease which are in excess of the rentals owing hereunder, the transfer to such assignee of all necessary licenses and franchises to continue operating the Properties for the purposes herein provided (except as otherwise specifically approved by Lessor in accordance with Section 14), receipt of such representations and warranties from such assignee as Lessor may request, including such matters as its organization, existence, good standing and finances and other matters, whether or not similar in kind. At the time of any such assignment which is approved by Lessor, the assignee shall assume all of the obligations of Lessee under this Lease pursuant to Lessor's standard form of assumption agreement. Notwithstanding the foregoing, Lessee shall have the right (without Lessor's prior consent, but upon prior notice to Lessor) to assign Lessee's interest under this Lease to an Affiliate of Lessee. No assignment or subletting (with or without Lessor's consent) shall relieve Lessee of its

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obligations respecting this Lease. Any purported transfer, conveyance, pledge or mortgage in violation of this paragraph shall be voidable at the sole option of Lessor.

C. Notwithstanding the provisions of Subsection 27.B hereof, Lessee shall have the right (without Lessor's prior consent, but upon prior notice to Lessor) to assign (using a form of assignment reasonably acceptable to Lessor) Lessee's interest under this Lease to (1) an Affiliate of Lessee, or (2) a bona fide third party approved by Lessee as a franchisee or licensee of Lessee for the operation of a Permitted Concept at the Premises (provided Lessee, as franchisor, shall have entered into a written franchise or license agreement with such assignee, as franchisee, pursuant to which such assignee shall have the right and obligation to operate a Permitted Concept at the Premises, and further provided a copy of such franchise or license agreement shall be delivered to Lessor). At the time of any assignment of this Lease which is approved by Lessor, the assignee shall assume all of the obligations of Lessee under this Lease pursuant to Lessor's standard form of assumption agreement, which form of assumption agreement shall be reasonably acceptable to Lessee. No assignment (with or without Lessor's consent) shall relieve Lessee of its obligations respecting this Lease. Any purported assignment in violation of this paragraph shall be voidable at the sole option of Lessor.

D. Notwithstanding the provisions of Section 27.C, but subject to the conditions set forth in the following sentence, Lessee shall have the right to sublease the Properties to franchisees of Lessee, without the prior written consent of Lessor or the obligation to comply with the criteria set forth in Section 27.C, if the following conditions are satisfied:

(1) no event of default, after the delivery of all applicable notices and/or the passage of all applicable grace and/or cure periods, shall have occurred and be continuing under this Lease as of the effective date of such sublease;

(2) any such sublease shall be subordinate to this Lease and any mortgage or deed of trust granted by Lessor corresponding to the Property to which such sublease relates;

(3) Lessee shall remain liable under this Lease notwithstanding such sublease;

(4) the Properties subject to such subleases shall be used as a Permitted Concept and shall otherwise be operated and maintained in accordance with the terms and conditions of this Lease; and

(5) the form of sublease is reasonably acceptable to Lessor.

Within 10 days after the execution of each sublease, Lessee shall provide Lessor with a notice of such sublease and a photocopy of the fully executed sublease.

28. ***Option To Extend.*** Lessee, provided it is not in default hereunder (after expiration of any applicable cure period) at the time of exercise or at the expiration of the Lease Term or, if applicable, the first extension of the Lease Term, shall have the option to continue this Lease in effect for up to three additional successive periods of five years each in accordance with the terms and provisions of this Lease then in effect, except for the following:

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A. In the event the annual fair market rental value of the Properties (to be determined set forth below) is greater than the Base Annual Rental then in effect, then the annual fair market rental value of the Properties shall be substituted for the Base Annual Rental and all other provisions shall remain the same; or

B. In the event the annual fair market rental value of the Properties is less than the Base Annual Rental, then the provisions of this Lease shall remain the same.

Lessee shall exercise such extension option by giving notice to Lessor of Lessee's intention to do so not less than 210 days prior to the expiration of the Lease Term or the first or second extension of the Lease Term and upon receipt of such notice Lessor shall within 90 days, at Lessee's expense, cause an appraisal of the fair market rental value of the Properties to be made by an independent MAI appraiser, and Lessor shall provide Lessee with a copy of such appraisal promptly after Lessor's receipt thereof. If within 20 days after being notified of the result of such appraisal Lessee elects to reject that appraisal, then Lessor shall nominate to Lessee a list of not less than three independent MAI appraisers who are experienced with appraising property similar to the Properties, and Lessee shall select one such appraiser. Within 60 days of such selection an appraisal shall be made of the Properties by that appraiser and within 20 days after the results of that appraisal shall have been delivered to Lessee, Lessee shall notify Lessor of Lessee's election to exercise its option to extend this Lease and to pay the rental so established above which shall be absolutely net to Lessor as provided in Section 8 hereof. If such notice of exercise is not received by Lessor within the 20-day period then this Lease shall terminate on the last day of the Lease Term or, if applicable, the last day of the first or second extension of the Lease Term.

29. ***Notices***. All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Lease shall be in writing and given by (i) hand delivery, (ii) facsimile, (iii) express overnight delivery service or (iv) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (a) receipt, if hand delivered, (b) transmission, if delivered by facsimile with confirmation by telephone of receipt thereof, (c) the next business day, if delivered by express overnight delivery service with written confirmation of receipt thereof, or (d) the day receipt therefor is signed or, if rejected, the date delivery is rejected, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to Lessee:	Friendly Ice Cream Corporation Real Estate Department 1855 Boston Road Wilbraham, MA 01095 Telephone: (413) 543-2400 Telecopy: (413) 543-2820
With a copy to:	Friendly Ice Cream Corporation Legal Department 1855 Boston Road Wilbraham, MA 01095

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Telephone: (413) 543-2400
Telecopy: (413) 543-

If to Lessor: Dennis L. Ruben, Esq.
Executive Vice President, General Counsel and Secretary
GE Capital Franchise Finance Corporation
17207 North Perimeter Drive
Scottsdale, AZ 85255
Telephone: (602) 585-4500
Telecopy: (602) 585-2226

or to such other address or such other person as either party may from time to time hereafter specify to the other party in a notice delivered in the manner provided above.

30. ***Holding Over***. If Lessee remains in possession of any of the Properties after the expiration of the term hereof, Lessee, at Lessor's option and within Lessor's sole discretion, may be deemed a tenant on a month-to-month basis and shall continue to pay rentals and other sums in the amounts herein provided, except that the Base Monthly Rental shall be automatically increased to an amount equal to 125% of the Base Monthly Rental then in effect, and to comply with all the terms of this Lease; provided that nothing herein nor the acceptance of rent by Lessor shall be deemed a consent to such holding over. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against any and all claims, losses and liabilities for damages (other than consequential damages) resulting from Lessee's failure to surrender possession upon the expiration of the Lease Term, including, without limitation, any claims made by any succeeding lessee.

31. ***Removal of Lessee's Property***. At the expiration of the term of this Lease, and if Lessee is not then in breach hereof, Lessee may remove from the Properties all personal property belonging to Lessee. Lessee shall repair (or patch in a reasonable and workmanlike manner) any damage caused by such removal and shall leave the Properties broom clean and in good and working condition and repair inside and out. Any property of Lessee left on the Properties on the tenth day following the expiration of the Lease Term shall automatically and immediately become the property of Lessor.

32. ***Financial Statements***. Within 45 days after the end of each fiscal quarter and within 120 days after the end of each fiscal year of Lessee, Lessee shall deliver to Lessor (i) complete financial statements of Lessee including a balance sheet, profit and loss statement, statement of cash flows and all other related schedules for the fiscal period then ended; and (ii) income statements for the business at each of the Properties. All such financial statements shall be prepared in accordance with generally accepted accounting principles, consistently applied from period to period, and shall be certified to be accurate and complete by Lessee (or the Treasurer or other appropriate officer of Lessee). Lessee understands that Lessor is relying upon such financial statements and Lessee represents that such reliance is reasonable. In the event that Lessee's property and business at the Properties is ordinarily consolidated with other business for financial statement purposes, such financial statements shall be prepared on a consolidated basis showing separately the sales, profits and losses, assets and liabilities

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pertaining to each of the Properties with the basis for allocation of overhead of other charges being clearly set forth. The financial statements delivered to Lessor need not be audited, but Lessee shall deliver to Lessor copies of any audited financial statements of Lessee which may be prepared, as soon as they are available.

33. ***Force Majeure***. Any prevention, delay or stoppage due to strikes, lockouts, acts of God, enemy or hostile governmental action, civil commotion, fire or other casualty beyond the control of the party obligated to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rental and other monies to be paid by Lessee pursuant to this Lease.

34. ***Document Review***. In the event Lessee makes any request upon Lessor requiring Lessor or its attorneys to review and/or prepare (or cause to be reviewed and/or prepared) any document or documents in connection with or arising out of or as a result of this Lease, then, except as expressly stated elsewhere herein, Lessee shall reimburse Lessor or its designee promptly upon Lessor's demand therefor a reasonable processing and review fee.

35. ***Time Is of the Essence***. Time is of the essence with respect to each and every provision of this Lease in which time is a factor.

36. ***Lessor's Liability***. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Lessor, that (i) there shall be absolutely no personal liability on the part of Lessor, its successors or assigns and its officers, directors, employees and agents to Lessee with respect to any of the terms, covenants and conditions of this Lease, (ii) Lessee waives all claims, demands and causes of action against Lessor's officers, directors, employees and agents in the event of any breach by Lessor of any of the terms, covenants and conditions of this Lease to be performed by Lessor, and (iii) Lessee shall look solely to the Properties for the satisfaction of each and every remedy of Lessee in the event of any breach by Lessor of any of the terms, covenants and conditions of this Lease to be performed by Lessor, or any other matter in connection with this Lease or the Properties, such exculpation of liability to be absolute and without any exception whatsoever.

37. ***Waiver and Amendment***. No provision of this Lease shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion. No acceptance by Lessor of an amount less than the monthly rent and other payments stipulated to be due under this Lease shall be deemed to be other than a payment on account of the earliest such rent or other payments then due or in arrears nor shall any endorsement or statement on any check or letter accompanying any such payment be deemed a waiver of Lessor's right to collect any unpaid amounts or an accord and satisfaction.

38. ***Successors Bound***. Except as otherwise specifically provided herein, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of the respective heirs, successors, executors, administrators and assigns of each of the parties hereto.

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39. ***No Merger***. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not result in a merger of Lessor's and Lessee's estates, and shall, at the option of Lessor, either terminate any or all existing subleases or subtenancies, or operate as an assignment to Lessor of any or all of such subleases or subtenancies.

40. ***Captions***. Captions are used throughout this Lease for convenience of reference only and shall not be considered in any manner in the construction or interpretation hereof.

41. ***Severability***. The provisions of this Lease shall be deemed severable. If any part of this Lease shall be held unenforceable by any court of competent jurisdiction, the remainder shall remain in full force and effect, and such unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

42. ***Characterization***. A. It is the intent of the parties hereto that the business relationship created by this Lease and any related documents is solely that of a long-term commercial lease between landlord and tenant and has been entered into by both parties in reliance upon the economic and legal bargains contained herein. None of the agreements contained herein, is intended, nor shall the same be deemed or construed, to create a partnership between Lessor and Lessee, to make them joint venturers, to make Lessee an agent, legal representative, partner, subsidiary or employee of Lessor, nor to make Lessor in any way responsible for the debts, obligations or losses of Lessee.

B. Lessor and Lessee acknowledge and warrant to each other that each has been represented by independent counsel and has executed this Lease after being fully advised by said counsel as to its effect and significance. This Lease shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument, the relative bargaining powers of the parties or the domicile of any party. Whenever in this Lease any words of obligation or duty are used, such words or expressions shall have the same force and effect as though made in the form of a covenant.

43. ***Easements***. During the Lease Term Lessor shall have the right (with the consent of Lessee, not to be unreasonably withheld) to grant utility easements on, over, under and above the Properties without the prior consent of Lessee, provided that such easements will not materially interfere with Lessee's use of the Properties.

44. ***Bankruptcy***. A. As a material inducement to Lessor executing this Lease, Lessee acknowledges and agrees that Lessor is relying upon (i) the financial condition and specific operating experience of Lessee and Lessee's obligation to use each of the Properties specifically in accordance with this Lease, (ii) Lessee's timely performance of all of its obligations under this Lease as to all Properties notwithstanding the entry of an order for relief under the Code for Lessee and (iii) all defaults under this Lease as to all Properties being cured promptly and this Lease being assumed within 60 days of any order for relief entered under the Code for Lessee, or this Lease being rejected within such 60 day period and the Properties surrendered to Lessor.

Accordingly, in consideration of the mutual covenants contained in this Lease and for other good and valuable consideration, Lessee hereby agrees that:

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(i) All obligations that accrue or become due under this Lease (including the obligation to pay rent), from and after the date that an Action is commenced shall be timely performed exactly as provided in this Lease and any failure to so perform shall be harmful and prejudicial to Lessor;

(ii) Any and all obligations under this Lease that accrue or become due from and after the date that an Action is commenced and that are not paid as required by this Lease shall, in the amount of such rents, constitute administrative expense claims allowable under the Code with priority of payment at least equal to that of any other actual and necessary expenses incurred after the commencement of the Action;

(iii) Any extension of the time period within which Lessee may assume or reject this Lease without an obligation to cause all obligations accruing or coming due under this Lease from and after the date that an Action is commenced to be performed as and when required under this Lease shall be harmful and prejudicial to Lessor;

(iv) Any time period designated as the period within which Lessee must cure all defaults and compensate Lessor for all pecuniary losses which extends beyond the date of assumption of this Lease shall be harmful and prejudicial to Lessor;

(v) Any assignment of this Lease must result in all terms and conditions of this Lease being assumed by the assignee without alteration or amendment, and any assignment which results in an amendment or alteration of the terms and conditions of this Lease without the express written consent of Lessor shall be harmful and prejudicial to Lessor;

(vi) Any proposed assignment of this Lease to an assignee: (a) that will not use the Properties specifically as a Permitted Concept, (b) that does not possess financial condition, operating performance and experience characteristics equal to or better than the financial condition, operating performance and experience of Lessee as of the Effective Date, or (c) that does not provide guarantors of this Lease with financial condition equal to or better than the financial condition of the original guarantors of the Lease as of the Effective Date, shall be harmful and prejudicial to Lessor;

(vii) The rejection (or deemed rejection) of this Lease for any reason whatsoever shall constitute cause for immediate relief from the automatic stay provisions of the Code, and Lessee stipulates that such automatic stay shall be lifted immediately and possession of the Properties will be delivered to Lessor immediately without the necessity of any further action by Lessor; and

(viii) This Lease shall at all times be treated as consistent with the specific characterizations set forth in Section 2 of this Lease, and assumption or rejection of this Lease shall be (a) in its entirety, (b) for all of the Properties, and (c) in strict accordance with the specific terms and conditions of this Lease.

B. No provision of this Lease shall be deemed a waiver of Lessor's rights or remedies under the Code or applicable law to oppose any assumption and/or assignment of this Lease, to require timely performance of Lessee's obligations under this Lease, or to regain

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possession of the Properties as a result of the failure of Lessee to comply with the terms and conditions of this Lease or the Code.

C. Notwithstanding anything in this Lease to the contrary, all amounts payable by Lessee to or on behalf of Lessor under this Lease, whether or not expressly denominated as such, shall constitute "rent" for the purposes of the Code.

D. For purposes of this Section addressing the rights and obligations of Lessor and Lessee in the event that an Action is commenced, the term "Lessee" shall include Lessee's successor in bankruptcy, whether a trustee, Lessee as debtor in possession or other responsible person.

45. ***No Offer***. No contractual or other rights shall exist between Lessor and Lessee with respect to the Properties until both have executed and delivered this Lease, notwithstanding that deposits may have been received by Lessor and notwithstanding that Lessor may have delivered to Lessee an unexecuted copy of this Lease. The submission of this Lease to Lessee shall be for examination purposes only, and does not and shall not constitute a reservation of or an option for Lessee to lease or otherwise create any interest on the part of Lessee in the Properties.

46. ***Other Documents***. Each of the parties agrees to sign such other and further documents as may be reasonably necessary or appropriate to carry out the intentions expressed in this Lease.

47. ***Attorneys' Fees***. In the event of any judicial or other adversarial proceeding between the parties concerning this Lease, to the extent permitted by law, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled. In addition, Lessor shall, upon demand, be entitled to all attorneys' fees and all other costs incurred in the preparation and service of any notice or demand hereunder, whether or not a legal action is subsequently commenced. References in this Lease to attorneys' fees and/or costs shall mean both the fees and costs of independent counsel retained by Lessee or Lessor, as the case may be, with respect to the matter and the fees and costs of in-house counsel for Lessee or Lessor, as the case may be, incurred in connection with the matter.

48. ***Entire Agreement***. This Lease, the License Agreement and any other instruments or agreements referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements except as herein provided. Without limiting the foregoing, Lessee specifically acknowledges that neither Lessor nor any agent, officer, employee or representative of Lessor has made any representation or warranty regarding the projected level of Lessee's Gross Sales or the projected profitability of the business to be conducted on the Properties. Furthermore, Lessee acknowledges that Lessor did not prepare or assist in the preparation of any of the projected figures used by Lessee in analyzing the economic viability and feasibility of the business to be conducted by Lessee at the Properties.

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49. ***Forum Selection; Jurisdiction; Venue; Choice of Law.*** Lessee acknowledges that this Lease was signed by Lessor in the State of Arizona and delivered by Lessee to Lessor in the State of Arizona, and there are substantial contacts between the parties and the transaction contemplated herein and the State of Arizona. For purposes of any action or proceeding arising out of this Lease, the parties hereto hereby expressly (i) submit to the jurisdiction of all federal and state courts located in the States where the Properties are located, the State of Arizona and the State of Massachusetts, (ii) agree that venue shall be proper in either the State where the Properties are located, the State of Arizona or the State of Massachusetts, and (iii) consent that each may be served with any process or paper by registered mail or by personal service in accordance with the laws of the state in which the action is brought. The creation of this Lease and the rights and remedies of Lessor with respect to the Properties, as provided herein and by the laws of the state in which the Properties are located, shall be governed by and construed in accordance with the internal laws of the state in which the Properties are located without regard to principles of conflict of law. With respect to other provisions of this Lease, this Lease shall be governed by the internal laws of the State of Arizona.

50. ***Counterparts.*** This Lease may be executed in one or more counterparts, each of which shall be deemed an original.

51. ***Joint and Several Liability.*** If Lessee consists of more than one individual or entity, each such individual and/or entity shall be jointly and severally liable for all obligations of Lessee under this Lease.

52. ***Memorandum of Lease.*** Concurrently with the execution of this Lease, Lessor and Lessee are executing Lessor's standard form memorandum of lease ("Memorandum of Lease") in recordable form, indicating the names and addresses of Lessor and Lessee, a description of the Properties, the Lease Term, and the terms of any options to extend the Lease Term, or purchase the Properties, but omitting rent and such other terms of this Lease as Lessor may not desire to disclose to the public.

53. ***No Brokerage.*** Lessor and Lessee represent and warrant to each other that they have had no conversation or negotiations with any broker concerning the leasing of the Properties. Each of Lessor and Lessee agrees to protect, indemnify, save and keep harmless the other, against and from all liabilities, claims, losses, costs, damages and expenses, including attorneys' fees, arising out of, resulting from or in connection with their breach of the foregoing warranty and representation.

54. ***Waiver of Jury Trial and Punitive, Consequential, Special and Indirect Damages.*** LESSOR AND LESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF THE PROPERTIES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. THIS WAIVER BY THE PARTIES HERETO

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OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, LESSEE AND LESSOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM THE OTHER WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY LESSEE OR LESSOR AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THE WAIVER BY LESSEE AND LESSOR OF ANY RIGHT EITHER MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

55. ***State Specific Provisions***. The provisions and/or remedies which are set forth on Schedule I shall be deemed a part of and included within the terms and conditions of this Lease.

56. ***Reliance By Environmental Insurer***. Lessee acknowledges and agrees that Environmental Insurer may rely on the representations, warranties and covenants set forth in Section 15 of this Lease, that Environmental Insurer is an intended third-party beneficiary of such representations, warranties and consents and that Environmental Insurer shall have all rights and remedies available at law or in equity as a result of a breach of such representations, warranties and covenants, including to the extent applicable, the right of subrogation.

57. ***Landlord's Lien/Security Interest***. Lessee agrees that Lessor shall have a landlord's lien (to the extent permitted or provided for under applicable law), and additionally hereby separately grants to Lessor a first and prior security interest, in, on and against all Personal Property (as defined below), which lien and security interest shall secure the payment of all rental and other charges payable by Lessee to Lessor under the terms hereof and all other obligations of Lessee to Lessor under this Lease and Lessee's obligations to Lessor under the License Agreement. Lessee authorizes Lessor to file financing statements with respect to the Personal Property, continuation statements with respect thereto, and any amendments to such financing statements which may be necessitated by reason of any of the changes described in the last sentence of this Section. Furthermore, at any time, and from time to time, Lessee shall, promptly and in no event later than fifteen (15) days after a request from Lessor, execute, acknowledge and deliver to Lessor such financing statements and other documents as Lessor may then deem appropriate or necessary to perfect and maintain said lien and security interest. Lessee expressly acknowledges and agrees that, in addition to any and all other rights and remedies of Lessor whether hereunder or at law or in equity, in the event of any default of Lessee hereunder, Lessor shall have any and all rights and remedies granted a secured party under the Uniform Commercial Code then in effect in the state of Arizona (the "UCC") and also under the Uniform Commercial Code then in effect in the respective states where the respective Properties are located (to the extent applicable). Lessee represents that its exact legal name and state of incorporation is as set forth in the first paragraph of this Lease. Lessee shall preserve its current form of organization and shall not change its legal name, its state of formation, nor, in one transaction or a series of related transactions, merge with or into, or consolidate with, any other entity without providing, in each case, Lessor with thirty (30) days' prior written notice and obtaining Lessor's prior written consent (to the extent such consent is required under Section 27

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of this Lease). Lessee agrees that, notwithstanding any provision in the UCC to the contrary, Lessee shall not file a termination statement of any financing statement filed by Lessor in connection with any security interest granted under this Lease if Lessor reasonably objects to the filing of such termination statement. Notwithstanding anything to the contrary herein contained, Lessor agrees in connection with any enforcement of its remedies against the portion of the Personal Property that is comprised of the Marks and the other intellectual property licensed to Lessor by Lessee pursuant to the License Agreement, Lessor shall only execute such remedies for the sole purpose of being able to utilize the Marks and such other intellectual property in connection with the operation of the Properties and to enforce its rights and remedies under the License Agreement, all in conformity with the terms and conditions of the License Agreement.

For purposes of this Lease, the term "Personal Property" shall mean: (a) all tangible personal property owned by Lessee and now or at any time hereafter located on or at any of the Properties or used in connection therewith, including, without limitation, all goods, machinery, tools, equipment, lobby and all other indoor and outdoor furniture, books, records, manuals, plans, specifications, computer systems, furnishings, inventory, rugs, and maintenance and other supplies; provided, however, the term "Personal Property" shall not include the HVAC, walk-in coolers, walk-in freezers, supply fans, exhaust fans, air ducts, hoods, vents, built-in sinks, built-in countertops, plumbing and electrical fixtures, sign poles and lighting poles, all of which items are intended to be fixtures as such term is used within the definition of "Properties"; and (b) the Marks and the other intellectual property being licensed to Lessor by License pursuant to the License Agreement. The term "Personal Property" shall not include personal property leased by Lessee from third parties.

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IN WITNESS WHEREOF, Lessor and Lessee have entered into this Lease as of the date first above written.

LESSOR:

GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation

By _____
Printed Name MARK WOOD
Its VICE PRESIDENT

FRIENDLY ICE CREAM CORPORATION, a Massachusetts corporation

By _____
Printed Name AARON PARKER
Its VICE PRESIDENT

05-99915.04

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on November 29, 2001 by Mark Wood, Vice President of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation.

Rebecca L. Garner
Notary Public

My Commission Expires
11/21/03

"OFFICIAL SEAL"
Rebecca L. Garner
Notary Public-Arizona
Maricopa County
My Commission Expires 11/21/2003

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on November 29, 2001 by Aaron Parker, Vice President of Friendly Ice Cream Corporation, a Delaware corporation, on behalf of the corporation.

Rebecca L. Garner
Notary Public

My Commission Expires:
11/21/03

"OFFICIAL SEAL"
Rebecca L. Garner
Notary Public-Arizona
Maricopa County
My Commission Expires 11/21/2003

05-99915.04

EXHIBIT A-1

PROPERTIES

FFC No.	Address	Minimum Purchase Price	Rent Reduction Percentage
8000-4939	632 Bloomfield Ave. West Caldwell, NJ	$519,267.00	9.96%
8000-4940	11 Main St. West Harwich, MA	$569,967.00	10.93
8000-4941	697 Troy Schenectady Rd. Colonie, NY	$960,784.00	18.42
8000-4942	90 N. Genesee St. Utica, NY	$764,953.00	14.67
8001-0280	600 Mountain View Dr. Colchester, VT	$1,200,000.00	23.01
8001-0281	936 Walnut Bottom Rd. Carlisle, PA	$1,200,000.00	23.01

EXHIBIT A

LEGAL DESCRIPTIONS

that certain *tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the* Borough *of* West Caldwell *in the County of* Essex *and State of* New Jersey.

BEGINNING at a point in the southwesterly side of Bloomfield Avenue distant and along the same 108.24 feet northwesterly from a point of curve marked "F" on Map No. 2-E-19 filed in the Essex County Engineering Department which said point of beginning is also a corner of lands now or formerly of Francisco; thence (1) along said side of Bloomfield Avenue North 32 degrees 24 minutes 20 seconds West 128 feet to a corner of lands now or formerly of Wrensch; thence (2) along line of said lands now or formerly of Wrensch South 50 degrees 47 minutes 40 seconds West 228.01 feet to line of lands now or formerly of Sirotkin; thence (3) along said lands South 25 degrees 50 minutes 20 seconds East 130.66 feet to line of lands now or formerly of Francisco; thence (4) along said line North 50 degrees 47 minutes 40 seconds East 243.07 feet to said side of Bloomfield Avenue and place of BEGINNING.

SCHEDULE A
Description

ALL THAT certain tract, piece or parcel of land situate, lying and being in the Town of Colonie, Albany County, New York, lying Southeasterly of Wade Road, and Northeasterly of New York State Route 7, Troy-Schenectady, and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the Northeasterly margin of New York State Route 7, Troy-Schenectady Road, with the southeasterly margin of Wade Road; and runs thence from said point of beginning along said Southeasterly margin of Wade Road, North 46 degrees 06 minutes, 05 seconds East 295.33 feet to a point of curve thence Easterly along a curve to the right of radius 20.00 feet, a distance of 41.33 feet to a point of tangency on the Westerly margin of Forts Ferry Road (the chord for the above described curve being South 74 degrees 42 minutes 15 seconds East, 34.36 feet); thence along the Westerly and Southwesterly margin of Forts Ferry Road the following (3) courses: 1) South 15 degrees, 30 minutes 30 seconds East, 19.89 feet to a point; 2) along a curve to the left of radius 650.00 feet, a distance of 122.42 feet to a point; (the chord for the above-described curve being South 20 degrees 54 minutes 15 seconds East, 122.24 feet); and 3) South 26 degrees 17 minutes 35 seconds East, 22.52 feet to a point; thence through the lands of Boghosian and Moskowitz, the following three (3) courses: 1) South 46 degrees 06 minutes 05 seconds West, 167.31 feet to a point; 2) South 43 degrees 53 minutes 55 seconds East, 20.00 feet to a point; and 3) South 23 degrees 15 minutes 55 seconds West, 56.98 feet to a point on the Northeasterly margin of New York State Route 7 (Troy-Schenectady Road); thence along said Northeasterly margin, North 51 degrees 19 minutes 35 seconds West, 225.00 feet to the point and place of beginning.

Excepting from the above described premises all those lands appropriated by the State of New York as described in a Notice of Appropriation recorded in Liber 2232 cp. 970.

EXHIBIT A

the land in Harwich (West), Barnstable County, Massachusetts, together with buildings thereon, bounded and described as follows:

Beginning at the Northeast corner of the premises at land formerly of Zadoc Chase at a point in the Southerly sideline of the State Highway now known as Route 28;

THENCE Southerly by land now or formerly of said Chase, 158.00 feet to a corner at land formerly of Frank S. Doane;

THENCE Easterly 6.00 feet;

THENCE Southerly 160.50 feet by land formerly of Frank S. Doane to land formerly of Christopher Chase;

THENCE Westerly by land formerly of Christopher Chase and land formerly of Reuben R. Baker, 194.00 feet to a corner;

THENCE Northerly by land formerly of Reuben R. Baker, 180.50 feet to land of Chase Library Association;

THENCE Easterly 40.00 feet to a corner;

THENCE Northerly 100.00 feet by land of Chase Library Association to the State Highway aforesaid;

THENCE Easterly by said State Highway, 170 feet 8 inches to land formerly of said Chase and the point of beginning.

There is excepted and excluded from the above locus a parcel of real estate previously conveyed by Jessie P. Nickerson, et ali to the Chase Library Association under date of July 6, 1953 duly recorded with Barnstable Registry of Deeds in Book 848, Page 374.

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SCHEDULE A

ALL that certain parcel of land located at the southerly corner of the intersection of North Genesee Street and Wurz Avenue, Utica, Oneida County, New York and more particularly described as follows:

Beginning at the point of intersection formed by the new easterly ROW line of North Genesee Street with the present south ROW line of Wurz Avenue; thence proceeding in a Westerly and Southerly direction and along the aforesaid new Easterly ROW line for North Genesee Street the following two courses and distances to a point; North eighty nine degrees seventeen minutes twenty five seconds West (N.89 degrees 17' 25" W), forty one point seventy seven feet (41.77') and South forty two degrees forty seven minutes fifty six seconds West (S.42 degrees 47' 56" W.), one hundred eighty three point zero feet (183.0'); thence in an Easterly and Northerly direction and crossing the reputed lands of Charles Weitzman and William J. Kowalsky the following two courses and distances to a point located in the aforesaid South ROW line of Wurz Avenue; South sixty six degrees forty six minutes East (S.66 degrees 46'E.), two hundred fifty feet (250') and North forty two degrees forty seven minutes fifty six seconds East (N.42 degrees 47' 56" E.), two hundred feet (200'); thence in a Westerly direction and along the aforesaid South ROW line of Wurz Avenue North sixty six degrees forty six minutes West (N.66 degrees 46' W.), two hundred seventeen point one feet (217.1") to a point, said point being the point of beginning.

Being the same premises as shown on a survey dated February 20, 1985, and recertified through March 28, 1985, prepared by Hoffman Engineers and Surveyors, Hendrick Hudson Bldg., 200 Broadway, Troy, N.Y., entities "Boundary & Topographic Survey, North Genesee Street & Wurz Avenue, City of Utica, Oneida County, N.Y."

EXHIBIT A

Being all of Lot B-29 as shown and depicted on a plan entitled "Final Plat, Water Tower Hill" dated June 1988, and recorded in Slide 237 of the Town of Colchester Land Records.

Being all and the same lands and premises conveyed to Maplewood II, Ltd. by Limited Warranty Deed of Vermont Federal Bank, FSB dated September 29, 1994 and recorded in Volume 241, Page 124 of the Town of Colchester Land Records.

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

936 Walnut Bottom Road, Carlisle, Pennsylvania

All that certain tract or parcel of land situate in the Township of South Middleton, County of Cumberland, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

Beginning at a point on the southerly line of Walnut Bottom Road at the corner of land now or formerly of The Taco Maker and Melvin Murtorff; thence by same South thirty-two degrees (32°) twenty-seven minutes (27') fifty seconds (50") East a distance of two hundred twenty-six and 25/100 (226.25) feet to a point at Lot No. C2 of the hereinafter mentioned Plan of Lots; thence by same South fifty-seven degrees (57°) nineteen minutes (19') fifty seconds (50") West a distance of two hundred fifty-three and 00/100 (253.00) feet to a point on the easterly line of Stonehedge Drive; thence by the easterly line of Stonehedge Drive by a curve to the right having a radius of three hundred sixty and 00/100 (360.00) feet, an arc distance of one hundred seven and 94/100 (107.94) feet to a point; thence by same North twenty-eight (28°) degrees fifteen minutes (15') thirty seconds (30") West a distance of sixty-nine and 85/100 (69.85) feet to a point; thence by same and by a curve to the right having a radius of forty and 00/100 (40.00) feet, an arc distance of fifty-seven and 39/100 (57.39) feet to a point on the southerly line of Walnut Bottom Road; thence by the southerly line of Walnut Bottom Road North fifty-three degrees (53°) fifty-six minutes (56') fifty seconds (50") East a distance of two hundred twenty-seven and 33/100 (227.33) feet to a point, the place of beginning.

Being Lot No. CI on the Final Plan of Stage IV, Stonehedge Commercial Office Park prepared by Rodgers and Frederick, dated September 8, 1989 and recorded in the office of the Recorder of Deeds of Cumberland County, Pennsylvania in Plan Book 59, Page 50.

EXHIBIT B

ADJUSTMENT DATES; BASE ANNUAL RENTAL

January 1, 2003	$605,724.00
January 1, 2005	$629,952.00
January 1, 2007	$655,140.00
January 1, 2009	$681,348.00
January 1, 2011	$708,600.00
January 1, 2013	$736,956.00
January 1, 2015	$766,428.00
January 1, 2017	$797,085.00
January 1, 2019	$828,968.00
January 1, 2021	$862,127.00
January 1, 2023	$896,612.00
January 1, 2025	$932,476.00
January 1, 2027	$969,775.00
January 1, 2029	$1,008,566.00

EXHIBIT C

ORIGINAL LEASES

Four (4) Leases dated as of December 27, 1996 between FFCA Acquisition Corporation, as landlord, and Lessee, as tenant.

Lease dated as of August 12, 1999 between FFCA Acquisition Corporation, as landlord, and Lessee, as tenant.

Lease dated as of September 16, 1999 between FFCA Acquisition Corporation, as landlord, and Lessee, as tenant.

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EXHIBIT D

RELATED LEASES

Master Lease dated as of the date of this Lease between Friendly's Realty I, LLC, as landlord, and Lessee, as tenant.

Master Lease dated as of the date of this Lease between Friendly's Realty II, LLC, as landlord, and Lessee, as tenant.

Master Lease dated as of the date of this Lease between Friendly's Realty III, LLC, as landlord, and Lessee, as tenant.

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SCHEDULE I

STATE SPECIFIC PROVISIONS

None

C P E JC139
JAN 1 0 2002
PATENT & TRADEMARK OFFICE

Friendly's Copy

SECURITY AND LICENSE AGREE

THIS SECURITY AND LICENSE AGREEMENT (tl nade as of December 19, 2001 by and between GE CAPITAL FRANCHI ORATION, a Delaware corporation ("Lessor"), whose address is 17207 N Scottsdale, Arizona 85255, and FRIENDLY ICE CREAM CORPORATION, a Massachusetts corporation ("Lessee"), whose address is 1855 Boston Road, Wilbraham, Massachusetts 01095-1098.

PRELIMINARY STATEMENT

Lessor and Lessee entered into that certain Master Lease dated as of the date of this Agreement (the "Master Lease") with respect to the restaurant properties described by address on the attached Exhibit A (the "Properties"). To secure Lessee's obligations to Lessor under the Master Lease, and in consideration for Lessor entering into the Master Lease and this Agreement, Lessee has agreed to grant Lessor the licenses as set forth in this Agreement.

Each of the Properties currently is operated by Lessee as a "Friendly's" restaurant, a restaurant that has, as a distinguishing feature, its operation under the service mark "Friendly's®" and its utilization of the other trademarks and service marks listed on Exhibit B (each a "Mark" and, collectively, the "Marks").

Initially capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Master Lease.

AGREEMENT

In consideration of the mutual covenants and provisions of this Agreement, the parties agree as follows:

1. ***License.*** Upon the occurrence and during the continuance of an event of default under the Master Lease, after the delivery of all applicable notices and/or the passage of all applicable grace and/or cure periods (each, an "Event of Default"), Lessee grants to Lessor and its successors and assigns, for the sole purpose of facilitating Lessor's exercise of its rights and remedies under Section 24 of the Master Lease, as and when legally entitled, including any sublicensees, an irrevocable license (exercisable without payment of any license fee, royalty or other compensation to Lessee) to the following:

(i) to use, license and sublicense the use of the Marks in connection with the operation of a Permitted Concept at the Properties;

(ii) to use, and, to the extent permitted by law or contract, license or sublicense the use of any trade names, trademarks, service marks and other commercial symbols and applications in connection with the operation of a Permitted Concept at the Properties, including, without limitation, the use of all distinctive physical and structural features associated with the trade dress of Friendly's restaurant units and any other

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restaurant concept developed and used by Lessee at the Properties during the Lease Term (collectively, the "Licensed Concepts"); and

(iii) a non-exclusive license to use, in connection with the operation of Licensed Concepts at the Properties, the plans, specifications, business formats, construction plans, inspection and consultation programs, signs, flags, equipment layouts, methods, specifications standards, recipes, confidential information, trade secrets, operating procedures, training programs and materials, guidance policy statements and related materials, designs, advertising, publicity and marketing programs, distinctive décor, color schemes on all walls, counters, fixtures and furnishing, exterior treatments, the overall look and feel, and all other materials developed and used by Lessee to distinguish its properties as Licensed Concepts.

Each of the foregoing grants is referred to herein individually as a "License" and, collectively, as the "Licenses."

2. ***Exercise of Licenses; Assignment and Sublicensing***. The Licenses may be exercised by Lessor and its successors and assigns, including any sublicensees of Lessor with respect to the Licenses, upon the occurrence and during the continuance of an Event of Default. The Licenses shall terminate upon the earlier of (i) the satisfaction of all of Lessee's obligations to Lessor under the Master Lease, (ii) 30 years after the date hereof (the "Licensed Term") or (iii) a breach by Lessor of any of its obligations under Section 3(i) hereof which could reasonably be expected to result in a material adverse effect on the Marks (any such breach, a "Material Breach"), to the extent such Material Breach is not cured or deemed cured as provided in Section 3(ii). Lessor and its successors and assigns, including any sublicensees of the Licenses, shall not be obligated to pay any royalties to Lessor in connection with the exercise of the Licenses. In addition to the collateral assignment contemplated by Section 18 of this Agreement, Lessor shall have the right to assign and/or sublicense the Licenses in whole or in part to any Person operating any of the Properties.

3. ***Quality Control***.

(i) Lessee (or any successor of Lessee as owner of the Marks) shall have the right, at its expense, upon not less than 24 hours notice during regular business hours, under the supervision of a representative of Lessor and in a manner so as not to interfere with the business or operations of Lessor, to reasonably monitor the quality of the services offered by Lessor under the Marks. Lessor agrees that the nature and quality of the services using the Marks shall meet or exceed the standards for nature and quality of services from time to time set by Lessee for a "Friendly's®" restaurant under Lessee's franchise agreement (the "Quality Control Standards"). The current Quality Control Standards are attached to this Agreement as Exhibit C. Lessee may from time to time change the Quality Control Standards, but only upon 60 days prior written notice to Lessor, and only to the extent Lessee changes the standards for nature and quality of services for a "Friendly's®" restaurant under substantially all of Lessee's then current license and franchise agreements in the same region as such standards are applied to the Properties.

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(1) Lessor acknowledges that the Quality Control Standards contain confidential and proprietary information and trade secrets (collectively, "Confidential Information") and agrees (a) not to use the Confidential Information in any other business or capacity, (b) not to communicate or divulge the Confidential Information to, or use the same for the benefit of any person, persons, partnership, association or corporation, and (c) to divulge the Confidential Information only to such of Lessor's employees as must have access to it in order to operate Friendly's® restaurants at the Properties.

(2) The foregoing restrictions on disclosure and use of Confidential Information do not apply to information, processes or techniques which are generally known in the restaurant industry, other than through disclosure (whether deliberate or inadvertent) by Lessor or to disclosure of Confidential Information in judicial or administrative proceedings to the extent that Lessor is legally compelled to disclose such information, provided that Lessor has afforded Lessee the opportunity, to obtain an appropriate protective order or other assurance satisfactory to Lessee of confidential treatment for the information required to be so disclosed.

(ii) If Lessee believes that there has been a Material Breach, then the following provisions shall apply:

(1) Lessee shall give Lessor prompt written notice indicating the specific nature of the Material Breach and the corrective steps that Lessor must take to cure the same (the "Initial Default Notice"), and Lessor shall have 30 days from Lessor's receipt of such Initial Default Notice to cure such Material Breach; provided, however, with respect to the foregoing 30 day cure period, if the Material Breach is not reasonably capable of being cured within such 30 days, then the cure period shall be extended for such additional time as shall be needed to effectuate the cure, so long as Lessor commences to cure within such 30 day period, and thereafter continues to diligently prosecute such cure to completion (the aggregate cure period, herein referred to as the "Initial Cure Period").

(2) If Lessor disputes the existence of any such Material Breach and provides Lessee with written notice indicating the specific nature of such disagreement at any time within the first 30 days of the Initial Cure Period, Lessee may initiate an arbitration proceeding pursuant to Section 17 below to determine the nature and scope of the disputed Material Breach and the steps that Lessor must take to cure the same. If a Material Breach is found to exist, Lessor shall have 30 days from the determination by the panel assembled pursuant to Section 17 to take such actions as are required by such panel to cure such Material Breach; provided, however, with respect to the foregoing 30 day cure period, if the Material Breach is not reasonably capable of being cured within such 30 days, then the cure period shall be extended for such additional time as shall be needed to effectuate the cure, so long as Lessor commences to cure within such 30 day period, and thereafter continues to diligently prosecute such cure to completion.

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(3) If Lessor completes actions to fully cure any and all undisputed Material Breach within the Initial Cure Period and provides Lessee with prompt notice indicating the specific actions completed (any notice pursuant hereto, an "Initial Cure Notice"), then such Initial Cure Notice shall be deemed conclusive unless, within 30 days receipt thereof by Lessee, Lessee provides a second notice (the "Second Default Notice") indicating the specific additional corrective steps that Lessor must take to completely cure the same.

(4) Lessor shall have 30 days from Lessor's receipt of the Second Default Notice to take such additional corrective steps set forth in the Second Default Notice; provided, however, with respect to the foregoing 30 day cure period, if the Material Breach is still not reasonably capable of being cured within such 30 days, then the cure period shall be extended for such additional time as shall be needed to effectuate the cure, so long as Lessor commences to cure within such 30 day period, and thereafter continues to diligently prosecute such cure to completion (the aggregate cure period, herein referred to as the "Second Cure Period").

(5) If Lessor believes that the additional corrective steps required by Lessor in the Second Default Notice are unreasonable or unattainable, then, within 30 days of Lessor's receipt of the Second Default Notice, Lessor may initiate an arbitration proceeding pursuant to Section 17 below to determine the reasonable steps that Lessor must take to cure such Material Breach. Lessor shall have 30 days from the determination by the panel assembled pursuant to Section 17 to take such actions as are required by such panel to cure such Material Breach; provided, however, with respect to the foregoing 30 day cure period, if the Material Breach is not reasonably capable of being cured within such 30 days, then the cure period shall be extended for such additional time as shall be needed to effectuate the cure, so long as Lessor commences to cure within such 30 day period, and thereafter continues to diligently prosecute such cure to completion.

(6) If Lessor elects to take the corrective steps set forth in the Second Default Notice, then, upon completion thereof (which in any event must occur prior to the expiration of the Second Cure Period), Lessor shall give prompt notice to Lessee (the "Second Cure Notice"). Such Second Cure Notice shall be deemed conclusive unless, within 30 days of receipt thereof by Lessee, Lessee initiates an arbitration proceeding pursuant to Section 17 below to determine whether the Material Breach has been cured and what further reasonable steps Lessor must take to cure such Material Breach. If a Material Breach is found to still exist, Lessor shall have 30 days from the determination by the panel assembled pursuant to Section 17 to take such actions as are required by such panel to cure such Material Breach; provided, however, with respect to the foregoing 30 day cure period, if the Material Breach is not reasonably capable of being cured within such 30 days, then the cure period shall be extended for such additional time as shall be needed to effectuate the cure, so long as Lessor commences to cure within such 30 day period, and thereafter continues to diligently prosecute such cure to completion.

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4. ***Representations and Warranties of Lessee.*** The representations and warranties of Lessee contained in this Section are being made to induce Lessor to enter into this Agreement and Lessor has relied, and will continue to rely, upon such representations and warranties. Lessee represents and warrants to Lessor as of the date of this Agreement as follows:

(i) *Organization, Authority and Status of Lessee.* Lessee has been duly organized, is validly existing and in good standing under the laws of its state of incorporation and is qualified to do business in each state where the Properties are located and any other jurisdiction where the failure to be qualified could reasonably be expected to result in a Material Adverse Effect. All necessary action has been taken to authorize the execution, delivery and performance by Lessee of this Agreement. The Person who has executed this Agreement on behalf of Lessee is duly authorized to do so.

(ii) *Enforceability.* This Agreement constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, liquidation, reorganization and other laws affecting the rights of creditors generally and general principles of equity.

(iii) *Absence of Breaches or Defaults.* The authorization, execution, delivery and performance of this Agreement will not result in any breach of or default under any document, instrument or agreement to which Lessee is a party or by which Lessee, any of the Properties, or any of the property of Lessee is subject or bound. The authorization, execution, delivery and performance of this Agreement will not violate any applicable law, statute, regulation, rule, ordinance, code, rule or order.

(iv) *Licenses.* Lessee is the owner of the property rights described in the Licenses (the "Property Rights") and has the exclusive right and authority to grant the Licenses to Lessor. If Lessee fails to renew any Mark at least 120 days prior to its expiration date, Lessor shall have the right and Lessee hereby grants and appoints Lessor or Lender as the assignee of Lessor its true and lawful attorney-in-fact (which grant shall be deemed to be irrevocable and coupled with an interest) during the Licensed Term, to renew any Mark in the name of and for the benefit of Lessee. Lessee has not assigned, conveyed, pledged or otherwise granted any rights in and to the Property Rights, other than pursuant to the Licenses and pursuant to license or franchise agreements granted to licensees and/or franchisees, as applicable, at other locations. The exercise by Lessor and/or its successors and assigns, including any sublicensees of the Permitted Concepts, of the Licenses and the Property Rights will not violate or infringe any property right of any third party.

5. ***Notices.*** All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Agreement shall be in writing and given by (i) hand delivery, (ii) facsimile, (iii) express overnight delivery service or (iv) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (a) receipt, if hand delivered, (b) transmission, if delivered by facsimile during regular business hours of recipient or, if not, on the next Business Day, (c) the next Business Day, if delivered by express overnight delivery service, or (d) the third Business Day following the day of deposit of

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such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to Lessee:

Friendly Ice Cream Corporation

1855 Boston Road
Wilbraham, Massachusetts 01095-1098
Attention: Aaron Parker, Vice President
General Counsel and Secretary
Telephone: (413) 543-2400
Telecopy: (413) 543-3282

If to Lessor:

Dennis L. Ruben, Esq.
Executive Vice President,
General Counsel and Secretary
GE Capital Franchise Finance Corporation
17207 North Perimeter Drive
Scottsdale, AZ 85255
Telephone: (480) 585-4500
Telecopy: (480) 585-2226

or to such other address or such other person as Lender may from time to time specify to Lessor and Lessee in a notice delivered in the manner provided above.

6. ***Time Is of the Essence.*** Time is of the essence with respect to each and every provision of this Agreement in which time is a factor.

7. ***Waiver and Amendment.*** No provision of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

8. ***Successors Bound.*** Except as otherwise specifically provided herein, the terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the respective heirs, successors, executors, administrators, sublicensees and assigns of each of the parties hereto. Lessor shall have the right to assign and/or sublicense the Licenses, in whole or in part, to any Person operating the Properties.

9. ***Captions; Section References.*** Captions are used throughout this Agreement for convenience of reference only and shall not be considered in any manner in the construction or interpretation hereof. References to a particular Section herein shall mean such Section of this Agreement unless specific reference is also made to another instrument or agreement.

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10. ***Severability***. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held unenforceable by any court of competent jurisdiction, the remainder shall remain in full force and effect, and such unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

11. ***Other Documents and Actions***. Each of the parties agrees to sign such other and further documents and to take such other actions as may be reasonably necessary or appropriate to carry out the intentions expressed in this Agreement.

12. ***Attorneys' Fees***. In the event of any judicial or other adversarial proceeding between the parties concerning this Agreement, to the extent permitted by law, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled. In addition, Lessor shall, upon demand, be entitled to all reasonable attorneys' fees and all other costs incurred in the preparation and service of any notice or demand hereunder, whether or not a legal action is subsequently commenced.

13. ***Entire Agreement***. This Agreement and any other instruments or agreements referred to herein, including, without limitation, the Master Lease, constitute the entire agreement between the parties with respect to the subject matter hereof.

14. ***Forum Selection; Jurisdiction; Venue; Choice of Law***. Lessee acknowledges that this Agreement was substantially negotiated in the State of Arizona, this Agreement was executed and delivered in the State of Arizona and there are substantial contacts between the parties and the transactions contemplated herein and the State of Arizona. Except as otherwise provided in Section 17 below, for purposes of all actions or proceedings arising out of this Agreement, the parties hereto expressly submit to the non-exclusive jurisdiction of all federal and state courts located in the State of Arizona. Lessee and Lessor consent that they may be served with any process or paper by registered mail or by personal service within or without the State of Arizona in accordance with applicable law. Furthermore, each of Lessee and Lessor waives and agrees not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. This Agreement shall be governed by the internal laws of the State of Arizona, without regard to its principles of conflicts of law. Nothing contained in this Section 13 shall limit or restrict the right of Lessor or Lessee to commence any proceeding in the federal or state courts located in the states in which any of the Properties are located to the extent Lessor or Lessee deems such proceeding necessary or advisable to exercise remedies available under this Agreement.

15. ***Counterparts***. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

16. ***Waiver of Jury Trial and Punitive, Consequential, Special and Indirect Damages***. EACH OF LESSOR AND LESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY IT AGAINST THE OTHER

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PARTY OR SUCH OTHER PARTY'S SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF ANY OF THE PROPERTIES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. THIS WAIVER BY EACH OF THE PARTIES HERETO OF ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, LESSEE AND LESSOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM THE OTHER AND ANY OF THE OTHER'S AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER OR ANY OF THE OTHER'S AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THE WAIVER BY LESSEE AND LESSOR OF ANY RIGHT THEY MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

17. ***Arbitration of Quality Control Issues.*** Any controversy or claim arising out of or relating to Section 3 (Quality Control) hereof, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and "Expedited Procedures" thereunder (each as supplemented and amended by this Section 17, the "Rules"), and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The following rules, terms, conditions and requirements shall supplement and amend the Commercial Arbitration Rules and the "Expedited Procedures" thereunder for any arbitration required under this Section 17:

(i) The initiating party of the arbitration pursuant to this Section 17 (the "Claimant") shall give to the other party (the "Respondent") written notice of its intention to arbitrate (the "Demand"), which Demand shall contain a statement setting forth the nature of the dispute, the names and addresses of all other parties, the amount involved (if any), and the remedy sought.

(ii) Not later than five (5) days after Claimant delivers a Demand to Respondent, Claimant shall file at any office of the AAA located in Maricopa County, Arizona two (2) copies of the Demand and two (2) copies of this Section 17, together will all appropriate filing fees required by the AAA under the Rules. Claimant's failure to strictly comply with this paragraph (B) shall be deemed a material breach of this Section 17, and the Demand (and its subject matter including the requested remedy) shall be deemed withdrawn by Claimant for a period of not less than one (1) year, during which time Claimant may not pursue its Demand and claim of breach under Section 3 (Quality Control) hereof with AAA or any court of competent jurisdiction.

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(iii) AAA shall confirm in writing notice of such filing to the parties immediately upon receipt of Claimant's filed Demand (the "Confirmation").

(iv) The respondent may file (with the appropriate fee) an answering statement in duplicate with the AAA within ten (10) days after receipt of Confirmation and concurrently therewith send such answering statement to the Claimant. No further answers or counterclaims shall be accepted by AAA or the arbitrators thereafter.

(v) A panel of three (3) Qualified Arbitrators shall be selected for any arbitration under this Section 17. AAA shall create and send a list of potential Qualified Arbitrators to the Claimant and Respondent within twenty (20) days after the date AAA sends the Confirmation to the parties. A "Qualified Arbitrator" means a practicing attorney or a retired judge, with experience in matters concerning franchise law, operation, licensing and contracts under the laws of the State of Arizona.

(vi) Within seven (7) days after the date AAA sends a list of Qualified Arbitrators to the parties, Claimant and Respondent shall each select one person as a Qualified Arbitrator and deliver notice of that selection to AAA and the opposing party. In the event both Claimant and Respondent select the same individual or any party fails to timely deliver notice of a selected Qualified Arbitrator, AAA shall within five (5) days after such seven (7) day period select one or two Qualified Arbitrators, as applicable. The two selected Qualified Arbitrators shall, within ten (10) days of their selection, jointly select a third Qualified Arbitrator (the "Chair Arbitrator") from the list of Qualified Arbitrators. If the two selected Qualified Arbitrators are unable or fail to agree on a Chair Arbitrator, AAA shall select the Chair Arbitrator within five (5) days after such ten (10) day period. The date on which the Chair Arbitrator is selected shall hereinafter be referred to as the "Final Selection Date".

(vii) The arbitration shall be held in Maricopa County, Arizona at a place chosen by AAA.

(viii) This agreement shall be governed by the laws of the State of Arizona. The parties acknowledge that this agreement evidences a transaction involving interstate commerce. Title 9 of the United States Code (United States Arbitration Act) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration clause in this agreement.

(ix) Any award by the arbitrators shall be limited by and conform to Sections 12 and 16 hereof, as applicable.

(x) Except for a Material Breach that endangers the health and/or safety of customers or employees at the Properties, no party may apply to the arbitrators or any court having jurisdiction to seek injunctive relief until the arbitration award is rendered or the dispute is otherwise resolved.

(xi) The arbitration shall commence as expeditiously as possible, but in no event later than sixty (60) days after the Final Selection Date.

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(xii) In all events the arbitration shall be completed and an award (as determined by a majority of the Qualified Arbitrators) rendered and delivered to the parties within one hundred twenty (120) days after the Final Selection Date.

(xiii) Depositions prior to the arbitration are not required and shall not be mandated to occur by the Qualified Arbitrators.

Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Chair Arbitrator which determination shall be conclusive. All discovery shall be completed within forty five (45) days following the Final Selection Date.

(xiv) To the extent that any of paragraphs (i) through (xiv) above are in conflict or are inconsistent with the published Commercial Arbitration Rules and "Expedited Procedures" of the AAA, any such paragraph (i) through (xiv) shall be controlling.

18. ***Lessor's Liability***. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Agreement by Lessor, that (i) there shall be absolutely no personal liability on the part of Lessor, its successors or assigns and the trustees, members, partners, shareholders, officers, directors, employees and agents of Lessor and its successors or assigns, to Lessee with respect to any of the terms, covenants and conditions of this Agreement, (ii) Lessee waives all claims, demands and causes of action against the trustees, members, partners, shareholders, officers, directors, employees and agents of Lessor and its successors or assigns in the event of any breach by Lessor of any of the terms, covenants and conditions of this Agreement to be performed by Lessor, and (iii) Lessee shall look solely to the Properties for the satisfaction of each and every remedy of Lessee in the event of any breach by Lessor of any of the terms, covenants and conditions of this Agreement to be performed by Lessor, or any other matter in connection with this Agreement or the Properties, such exculpation of liability to be absolute and without any exception whatsoever.

19. ***Lanham Act***. The parties acknowledge their express intention that this License Agreement shall not operate in a manner that will substantially impair the ability of Lessee, or its successors or assigns or owner of the Marks set forth on Exhibit B, to protect and maintain control over the Marks in full compliance with the Lanham Act (15 U.S.C. §§1051 et seq.).

[SIGNATURES BEGIN ON NEXT PAGE]

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IN WITNESS WHEREOF, Lessor and Lessee have entered into this Agreement as of the date first above written.

LESSOR:

GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation

By _____
Printed Name MARK WOOD
Its VICE PRESIDENT

LESSEE:

FRIENDLY ICE CREAM CORPORATION, a Massachusetts corporation

By _____
Printed Name AARON PARKER
Its VICE PRESIDENT

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POWER OF ATTORNEY

Lessor or Lender, as the assignee of Lessor, may act as attorney-in-fact or otherwise or behalf of Lessee pursuant to Section 3.D. of this Agreement. This power of attorney is coupled with an interest, is durable and is not affected by subsequent disability or incapacity of the principal or lapse of time.

Witness

Lessee

WITNESS

In accordance with the requirements of Arizona Revised Statutes Section 14-5506 and other applicable law, the undersigned has executed this Agreement for the purpose of witnessing the grant of the powers of attorney by Lessee to Lessor or Lender, as the assignee of Lessor.

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STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on November 29, 2001 by MARK WOOD, VICE PRESIDENT of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation.

Rebecca L. Garner
Notary Public

My Commission Expires:
11/21/03

"OFFICIAL SEAL"
Rebecca L. Garner
Notary Public-Arizona
Maricopa County
My Commission Expires 11/21/2003

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on November 29, 2001 by AARON PARKER, VICE PRESIDENT of Friendly Ice Cream Corporation, a Massachusetts corporation, on behalf of the corporation.

Rebecca L. Garner
Notary Public

My Commission Expires:
11/21/03

"OFFICIAL SEAL"
Rebecca L. Garner
Notary Public-Arizona
Maricopa County
My Commission Expires 11/21/2003

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EXHIBIT A

PROPERTIES

FFC No.	Address
8000-4939	632 Bloomfield Avenue, West Caldwell, NJ
8000-4940	11 Main Street, West Harwich, MA
8000-4941	697 Troy Schenectady Rd., Colonie, NY
8000-4942	90 N. Genessee St., Utica, NY
8001-0280	600 Mountain View Dr., Colchester, VT
8001-0281	936 Walnut Bottom Rd., Carlisle, PA

EXHIBIT B

MARKS

	Mark	Registration Date	Registration Number	Expiration Date
(1)	Friendly's	7/28/92	1704309	7/28/02
(2)	Friendly's (Block)	5/22/90	1597640	5/22/10
(3)	Friendly's (Script)	5/8/90	1595593	5/8/10

EXHIBIT C

QUALITY CONTROL STANDARDS

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EXHIBIT A

PROPERTIES

FFC No.	Address
8000-4939	632 Bloomfield Avenue, West Caldwell, NJ
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EXHIBIT B

MARKS

	Mark	Registration Date	Registration Number	Expiration Date
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(2)	Friendly's (Block)	5/22/90	1597640	5/22/10
(3)	Friendly's (Script)	5/8/90	1595593	5/8/10

EXHIBIT C

QUALITY CONTROL STANDARDS

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into as of _____, 2001 (the "Agreement Date"), by and between **FRIENDLY'S RESTAURANTS FRANCHISE, INC.**, a Delaware corporation whose principal address is 1855 Boston Road, Wilbraham, Massachusetts 01095, and _____, a _____ whose principal address is _____.

For purposes of simplicity, we will sometimes refer to Friendly's Restaurants Franchise, Inc. as "us," "we" or "Friendly's" and we will sometimes refer to you as "you" or "Franchisee."

CONTRACT DATA SCHEDULE

A. Location of the Restaurant (the "Premises"):

_____

(number) (street) (city or town) (state) (zip code)

B. Term: twenty (20) years from the first date the Restaurant opens to serve the general public, or, in the case of an existing Restaurant, until _____, _____.

C. Initial Franchise Fee: _____and 00/100 Dollars ($)

D. Grand Opening Fee: _____and 00/100 Dollars ($)

E. Royalty Fee Rate: ----------FOUR percent (4.0%) of Net Sales

F. Marketing Fund Fee Rate: ----------THREE percent (3.0%) of Net Sales

G. Refurbishment Date: In the case of a new Restaurant, the date **five (5) years** after the first date the Restaurant opens to serve the public; or, for an existing Restaurant, on _____.

Remodel Date: In the case of a new Restaurant, the date **ten (10) years** after the first date the Restaurant opens to serve the public; or, for an existing Restaurant, on _____.

H. Address for notice to Franchisee will be at the Premises, unless another address is inserted here:

_____

I. Riders:

[x] Exhibit A Disclosure Acknowledgment Statement
[x] Exhibit B Guaranty and Assumption of Franchisee's Obligations
[x] Exhibit C Certificate by Franchisee Entity
[ ] Exhibit D Software License Addendum
[x] Exhibit E Franchisee's Construction and Opening of a New Restaurant
[ ] _____
[ ] _____
[ ] _____

For Friendly's use only:

1. INTRODUCTION AND GRANT OF LICENSE.

A. INTRODUCTION.

Through expenditure of considerable time, skill, effort and money, we have developed a system for establishing, operating and licensing distinctive, high quality restaurants ("Friendly's Restaurants") serving the public under the name "Friendly's®." A Friendly's Restaurant consists of all structures, facilities, appurtenances, grounds, landscaping, signs, furniture, fixtures, equipment and entry, exit, parking and other areas. The approved food, beverage and other products served and sold by Friendly's Restaurants (the "Products") for consumer consumption and not for resale are prepared in accordance with our standards, specifications and secret recipes. Friendly's Restaurants have a distinctive exterior and interior design, decor, color and identification schemes and furnishings established pursuant to our plans and specifications for construction, conversion, remodeling, decorating, equipment and layout. Friendly's Restaurants are operated in accordance with our distinctive business formats, construction plans, inspection and consultation programs, signs, equipment, layouts, methods, specifications, standards, recipes (including ice cream and other frozen dessert and related toppings recipes), confidential information, trade secrets, operating procedures, training programs and materials, guidance, policy statements and related materials, designs, advertising, publicity, and marketing programs and other materials which we may modify from time to time (collectively, the "System"). We own, use, promote and license certain proprietary interests, trade names, trademarks, service marks, logos, emblems, commercial symbols, trade dress and other indicia of origin, including colors, and applications related thereto, including "Friendly's®" and "Friendly's Restaurants®" (collectively, the "Marks"), and the confidential information, copyrights and business formats which comprise the System. We may change, modify or improve the System to enhance the operations of Friendly's Restaurants. All improvements and additions you, we or anyone else makes to the System, will become our sole property.

B. GRANT OF LICENSE; TERM.

You have applied for a license to own and operate a Friendly's Restaurant (the "Restaurant") at the location described in Item "A" of the Contract Data Schedule of this Agreement (the "Premises") and we have approved your application in reliance upon all of the representations you have made to us in connection with your desire to operate a Friendly's Restaurant, including but not limited to the information, representations and warranties contained in your application for a license. You represent and warrant that all financial and other information you provided us in connection with your application is true and accurate. If you are a corporation or LLC, you further represent and warrant that you are and will remain duly organized and in good standing during the term of this Agreement. Subject to the provisions of this Agreement, we grant to you the license to operate a Friendly's Restaurant at the Premises (the "License"), and to use the System and the Marks in operating the Restaurant, for the term described in Item "B" of the Contract Data Schedule of this Agreement, unless this Agreement is sooner terminated as provided in Section 17 of this Agreement. Termination or expiration of this Agreement will constitute a termination or expiration of the License. The License is specific to this one location only. You may not conduct your business pursuant to this Agreement from any location other than the Premises. This Agreement grants no rights outside the Premises and includes no protection against competition.

(1) *Commencement*. The term of this Agreement begins on the date hereof, but the License shall only commence upon the occurrence of all of the following conditions prior to the initial opening or the transfer of the Restaurant, as the case may be:

(a) *Financing*. Upon our request, you must provide us evidences that you have binding commitment(s) for all financing needed to develop or purchase the Restaurant.

(b) *Possession*. You must have the exclusive right to occupy and use the Premises for at least the term of this Agreement, whether you own the Premises, or lease the Premises pursuant to either a lease with a third party landlord on terms satisfying our then current lease policy and containing provisions required by us; or a lease from us or from one of our affiliates.

(c) *Training*. You and your Restaurant Managers must successfully complete the then-current training program required by Friendly's at our training centers, at locations from time to time designated by us. We may, in our sole discretion, waive or modify this requirement, in whole or in part, if you or any of your Restaurant Managers have prior, comparable training or on-the-job experience.

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(d) *Documents*. You must execute and deliver to us all documents we provide you related to this License, as we customarily require, in then-current form.

(e) *Payment*. Before you begin operating the Restaurant, you must pay us any and all moneys due, including, but not limited to, purchase price, fees, inventory, rent and/or security deposit, if required under your lease.

(f) *New Restaurant*. If you are opening a new Friendly's Restaurant, before you open for business, you must comply with all provisions of Exhibit E attached to and made a part of this Agreement relating to development of new Friendly's Restaurants.

(2) *Best Efforts*. You acknowledge the importance to us and to other franchisees of your commitment to operate the Restaurant at all times in accordance with our standards, in order to increase the demand for our products, to protect and enhance the reputation and goodwill of Friendly's and to promote and protect the value of the Marks, among other reasons. You agree that you will at all times faithfully, honestly and diligently perform your obligations under this Agreement, and exert your continuous best efforts to promote and enhance the business of the Restaurant and the goodwill of the Marks and the System.

(3) *Continuous Operation*. Commencing on the date we authorize you to open the Restaurant for business to the public, you will continuously occupy, operate and do business in the Restaurant, for seven (7) days per week (excluding Christmas and Thanksgiving), 363 days per year and for such hours as we will from time to time direct, provided, however, for no more than the maximum number of hours permitted by law. It is also understood that the Restaurant may be closed for business while any repairs or refurbishment we approve are being undertaken) and operate the Restaurant in such a manner as to produce the maximum volume of net sales (as defined in paragraph 6.E. of this Agreement. You may not change or reduce your hours of operation without first requesting and receiving our prior written approval.

C. RIGHTS RESERVED BY FRIENDLY'S.

Subject to any rights granted to you under a Development Agreement, if any, we (including our parent, subsidiaries and affiliates) retain the rights, in our sole and absolute discretion: (1) to operate and grant to others the right to operate, Friendly's Restaurants or other restaurants using the System or the Marks at such locations which may compete with you and draw customers from the same area as the Restaurant and on such terms and conditions as we deem appropriate; (2) to acquire other companies, businesses and/or proprietary marks and to be acquired by others (in either case, regardless of the form of transaction, and even if the other business competes with you); (3) to operate, and grant to others the right to operate, restaurants under other trade names, trademarks, service marks and commercial symbols different from the Marks, notwithstanding the fact that such restaurants may be the same as or similar to a Friendly's Restaurant; and (4) to sell the Products or other products identified by the Marks or by other trademarks in any channel of distribution.

2. SERVICES FURNISHED BY FRIENDLY'S.

A. SERVICES FOR THE INITIAL OPENING OF THE RESTAURANT.

We will provide you the following services prior to and at the initial opening of a new Restaurant (these provisions do not apply to a transfer of an existing Restaurant):

(1) We will make available to you our standards for the initial design, construction, equipping and operation of the Restaurant;

(2) For your first or second Friendly's Restaurant, we will make available to three (3) individuals designated by you, one of whom must be a party to or guarantor of this Agreement, our then-current initial training program regarding the operation of Friendly's Restaurants, at our training facility and/or a designated training restaurant;

(3) We will make our current Operations Manual available to you, so that you have access to the standards and procedures you must implement at the Restaurant; and

(4) We will make available to you assistance in the pre-opening, opening and initial operation of the Restaurant, at levels we deem advisable based upon your organization, prior experience and training. We will, in our sole discretion,

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determine the number of persons, if any, we will provide to assist you in opening the Restaurant, their duties and all other matters relating to such persons. You agree to pay all of our out-of-pocket expenses for such personnel, including, but not limited to, travel, lodging, meals, local transportation and miscellaneous office expenses, such as telephone and copier expenses. We will select the appropriate transportation, lodging and meal expense limitations in accordance with our then-applicable per diem policy. In general, we only provide such personnel at your first two (2) restaurant openings; you acknowledge, if you desire or require additional and/or extended services for this Restaurant, that you will reimburse us our salary costs to provide the personnel for such services.

(5) We will prepare and coordinate a "Grand Opening" promotional advertising program in such form and content as we may specify for the initial opening of the Restaurant.

B. SERVICES AFTER THE INITIAL OPENING OF THE RESTAURANT.

After the initial opening of the Restaurant, we will maintain a continuing advisory relationship with you, furnishing you guidance and consultation in the following areas:

(1) preparation, packaging, sale and delivery of Products authorized for sale at Friendly's Restaurants;

(2) development, preparation and packaging of new Products we develop for sale at Friendly's Restaurants;

(3) specifications, standards and operating procedures utilized by Friendly's Restaurants, and any modifications thereof;

(4) approved equipment, furniture, furnishings, signs, food products, operating materials and supplies;

(5) development and implementation of local advertising and promotional programs; and

(6) general operating and management procedures of Friendly's Restaurants.

In our discretion, we will furnish this guidance and assistance to you in the form of our confidential Operations Manual, bulletins, written reports and recommendations, electronic mail and/or other written or electronic materials (all of which are hereinafter referred to as the "Operations Manual"), inspection reports for the Restaurant, refresher training programs and/or telephonic consultations or consultations at our offices or at the Restaurant. If you request, we will furnish additional guidance and assistance at per diem fees and charges that we will establish. If you request special training of Restaurant personnel or other assistance in operating the Restaurant, and such training must take place at the Restaurant, you must pay all our expenses for such training, including travel, local transportation, and living expenses, including meals, for our personnel in accordance with our applicable per diem policy, and miscellaneous office expenses such as telephone, copier and meeting room expenses.

C. TRAINING.

Prior to the initial opening of the Restaurant, you and your Restaurant Managers (as defined in paragraph 7.H. below) must successfully complete our current training program for the operation of a Friendly's Restaurant. During the term of the License, we will, subject to availability and at your cost, also furnish similar training to all successors to such persons. Training programs will include classroom instruction and field training and will be furnished at our training facility and/or at a certified Friendly's Training Restaurant.

(1) Your Restaurant Managers must obtain our written certification that they have successfully completed our required training program to our satisfaction. You will not cause or permit the Restaurant to be supervised by any person who is not certified to have satisfactorily completed our training program. If any of your proposed or existing Restaurant Managers fail to obtain such certification, you must, as soon as practicable, hire a replacement who must be so certified or who must promptly complete our training program to our satisfaction. We may also offer such refresher or supplemental training programs to you and such persons as we deem appropriate at such places as we designate. By giving you prior written notice, we will have the right to require attendance at any refresher or supplemental training program by you or any of such persons.

(2) We will not charge you tuition for the required initial training program for your first two (2) restaurants, for up to three (3) individuals each; however, you must pay us any tuition and/or participation charges we establish for any successor, refresher or supplemental training programs. You will be responsible for all travel, local transportation, and

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living expenses, including meals, and compensation of yourself and your Restaurant Managers incurred while attending any and all initial training programs, and any successor, refresher or supplemental training programs we offer to you or require you or such persons to attend.

(3) You must also pay us our reasonable fees for training materials and you must purchase certain equipment we may, from time to time, require you to use in training.

D. OPERATIONS MANUAL.

We will provide you during the term of the License one copy of our Operations Manual, which may consist of multiple parts and/or volumes. The Operations Manual will contain both mandatory and suggested specifications, standards and operating procedures for Friendly's Restaurants and information relative to your obligations under this Agreement and in the operation of a Friendly's Restaurant. We may modify the Operations Manual to reflect changes in the specifications, standards and operating procedures of Friendly's Restaurants. You must keep your copy of the Operations Manual current by immediately inserting all modified pages we furnish to you and destroying the then obsolete pages. In the event of a dispute relative to the contents of the Operations Manual, the master copies we maintain at our principal office will be controlling. You may not at any time copy any part of the Operations Manual, disclose any part of it to employees or others not having a need to know its contents for purposes of operating the Restaurant, or permit its removal from the Restaurant without our prior approval. In the event a new version of the Operations Manual is provided to you, you must immediately return the then obsolete version to us. To the extent the Operations Manual contains any specification, standard or operating procedure concerning the operation of the Restaurant, such provision shall be deemed to be incorporated into this Agreement. We may elect to make our Operations Manual available to you exclusively at an Internet website for franchisees. If we do so, you must have or install at your expense the computer hardware and software, internet access service and other facilities needed to gain access to our website with a secure password we will issue to you. You must treat such password as confidential and not allow access to the website by any person not expressly authorized by us. Once you have access to our website, you must return to us all physical copies of the Manual.

3. MARKS.

A. GOODWILL AND OWNERSHIP OF MARKS.

Your right to use the Marks is non-exclusive and derived solely from this Agreement and is limited to your operation of the Restaurant pursuant to and in compliance with this Agreement and all applicable standards, specifications and operating procedures we prescribe from time to time during the term of the License. You may not sublicense the Marks. Any unauthorized use of the Marks by you during the term of this Agreement or after the expiration or earlier termination of this Agreement will constitute an incurable breach of this Agreement and an infringement of our rights in and to the Marks that will cause us irreparable harm subject to injunctive relief. All of your usage of the Marks and any goodwill established by your use of the Marks will inure to our exclusive benefit, and this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate a Friendly's Restaurant in compliance with this Agreement). All provisions of this Agreement applicable to the Marks will apply to any other trademarks, service marks and commercial symbols we later develop, authorize and license you to use.

B. LIMITATIONS ON YOUR USE OF THE MARKS.

The Marks must be the sole trade identification of the Restaurant. You must identify yourself as the independent owner of the Restaurant in the manner we prescribe. You must not use any Mark as part of any corporate or trade name including, but not limited to, "Friendly's", or any form or variations thereof, including, but not limited to, "friendly" or "friend", which, in our sole judgment, is likely to cause confusion or mistake regarding the separate identities of Friendly's and Franchisee. You must not register or use any of our Marks as part of a domain name or electronic mail address, nor may you use any of our Marks in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing. The Marks must be prominently displayed in the manner we prescribe at the Restaurant, on menus and in connection with advertising and marketing materials. You must not employ any of the Marks in signing contracts, applications for licenses or permits, or in any manner that may imply our

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responsibility for, or result in our liability for, any of your indebtedness or obligations, nor may you use the Marks in any way not authorized herein. See paragraph 4.B. below. You must give notices of trade and service mark registrations we specify, and obtain fictitious or assumed name registrations as required under applicable law.

C. CLAIMS AND INFRINGEMENTS.

During the term of this Agreement and for two (2) years after the expiration or termination hereof, you will not directly or indirectly contest or aid in contesting the validity or our ownership of the Marks. You will not, directly or indirectly, apply or assist another to apply to register, re-register or otherwise seek to use or control or in any way use any of the Marks or any confusingly similar form or variation thereof in any place or jurisdiction outside the United States. You must immediately notify us of any apparent infringement of or challenge to your use of any Mark, or claim by any person of any rights in any Mark. You may not assert a claim related to the Marks in any litigation against another party without first obtaining our prior written consent. You cannot communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate in connection with any infringement, challenge or claim, and the right to exclusively control any settlement, litigation or U.S. Patent and Trademark Office or other proceeding arising out of the alleged infringement, challenge or claim or otherwise relating to any Mark. You agree to execute any and all instruments and documents, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interest in any litigation or other proceeding or to otherwise protect and maintain our interest in the Marks.

D. DISCONTINUANCE OF USE OF MARKS.

If it becomes advisable at any time in our sole judgment to modify or discontinue use of any Mark and/or for the Restaurant to use one or more additional or substitute trade or service marks, you agree, at your expense, to comply with our directions to modify or otherwise discontinue the use of such Mark, and/or use one or more additional or substitute trade or service marks, within a reasonable time after we give you notice.

E. WE INDEMNIFY YOU.

We agree to indemnify you against, and to reimburse you for, and, at our option, to defend you against, all damages for which you are held liable in any proceeding arising out of your use of the Marks "Friendly's®" and "Friendly's Restaurant®", pursuant to and in compliance with this Agreement, and for all costs you reasonably incur in the defense of any such claim brought against you or in any such proceeding in which you are named as a party, including reasonable attorney's fees, provided that you have timely notified us of such claim or proceeding and you have otherwise complied with this Agreement. We must approve any counsel you employ in the defense of any such claim, and in the event we elect to defend any such claim, the fees and expenses of any separate counsel you employ will not be reimbursable.

4. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.

A. INDEPENDENT CONTRACTORS.

This Agreement does not create a fiduciary relationship between you and us. We and you are and shall be independent contractors, and nothing in this Agreement is intended to make either you or us a general or special agent, legal representative, joint venturer, partner or employee of the other for any purpose or to grant either you or us the right to direct or supervise the daily affairs of the other. You will identify yourself conspicuously in all dealings with third parties as the owner of the Restaurant under a license granted by us. You also will place such other notices of independent ownership on forms, business cards, stationery, advertising and other materials as we may require. No agreement we make with any third party is for your benefit.

B. NO LIABILITY FOR ACTS OF OTHER PARTY.

You will not employ any of the Marks in signing any contract, check, legal obligation, application for any license or permit, or in a manner that may imply that we are responsible, or which may result in liability to us for, any of your

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indebtedness or obligations. You also will not use the Marks in any way not expressly authorized by this Agreement. Except as expressly authorized in writing, neither we nor you may make any express or implied agreements, warranties, guarantees or representations, or incur any debt in the name of or on behalf of the other, or represent that our relationship is other than licensor and Franchisee.

C. TAXES.

Except for taxes which we are required to collect from you in connection with items you purchase from us, we will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon you, the Restaurant, your property, us or the royalty, marketing or any other fees which you pay to us, in connection with the sales made or business conducted by you. Payment of all such taxes will be your responsibility.

D. YOU INDEMNIFY US.

Franchisee will, during and after the term of this Agreement, save, exonerate, indemnify, defend and hold harmless Friendly's, our parent, subsidiary or affiliated entities, and their and our shareholders, directors, partners, officers, employees, agents, representatives, successors and assignees (collectively, the "Indemnitees"), from and against and reimburse the Indemnitees for any and all claims arising out of the use of the Marks in any manner not in accordance with this Agreement and all losses, liabilities, claims, taxes, demands, damages, causes of action, governmental inquiries and investigations, costs and expenses, including reasonable attorneys' and accountants' fees, consequently, directly or indirectly incurred, arising from, as a result of, or in connection with this Agreement, the operation of the Restaurant or any of your actions, errors, omissions, breaches or defaults under this Agreement, except those acts or omissions proven to be solely the result of our negligence or willful misconduct. For purposes of this indemnification, "claims" shall mean and include all obligations, actual and consequential damages, expenses, losses, costs and other liabilities reasonably incurred in the defense of any claim against the Indemnitees, including without limitation reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel, lodging and meal expenses incurred in litigation or preparation for litigation, whether or not litigation is filed. If the Indemnitees reasonably conclude that their interests are not being adequately represented by your counsel, the Indemnitees will have the right to employ their own attorneys to defend any claim against them in the manner they deem appropriate or desirable in their sole discretion, and your indemnification hereunder shall apply to and include the costs incurred in any such defense. Your obligation to indemnify the Indemnitees will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

5. CONFIDENTIALITY.

A. OUR CONFIDENTIAL INFORMATION.

We possess certain confidential and proprietary information and trade secrets consisting of, but not limited to, the following (collectively, the "Confidential Information"):

(1) methods and procedures relating to the development and operation of Friendly's Restaurants, whether contained in the Operations Manual or otherwise;

(2) secret recipes of ice cream and other frozen desserts and related toppings, menu analysis and methods of preparation of Products and services offered in Friendly's Restaurants;

(3) methods, procedures and techniques for packaging, marketing, selling and delivering Products and services offered in Friendly's Restaurants;

(4) knowledge of test programs, concepts and results relating to the planning, development and testing of the System and Products and services offered in Friendly's Restaurants;

(5) sources for purchase of food, beverages and other ingredients used by Friendly's Restaurants;

(6) methods, techniques, standards, specifications, procedures, information, systems and knowledge of and experience in the development, licensing and operation of Friendly's Restaurants: and

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(7) any and all other information or knowledge that we advise you, in writing, is confidential.

We will disclose the Confidential Information to you during the term of this Agreement. By virtue of your operation under the terms of this Agreement. you may also learn additional Confidential Information and trade secrets of ours during the term of this Agreement. You will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Restaurant. The use of the Confidential Information in any other business, or the disclosure of the Confidential Information to any other person or entity, will constitute an unfair method of competition with us and other Friendly's Restaurant franchisees.

B. RESTRICTIONS ON YOUR USE OF OUR CONFIDENTIAL INFORMATION.

The Confidential Information is a valuable asset of ours, includes trade secrets of ours, and will be disclosed to you solely on the condition that you:

(1) will not use the Confidential Information in any other business or capacity;

(2) will not communicate or divulge the Confidential Information to, or use the same for the benefit of any person, persons, partnership, association or corporation;

(3) will divulge the Confidential Information only to such of your employees as must have access to it in order to operate the franchised business;

(4) will not make unauthorized copies of any portion of the Confidential Information whether in written, audio, video or other reproducible form; and

(5) will adopt and implement procedures, some of which we may prescribe, to prevent unauthorized use or disclosure of the Confidential Information, including requiring your Restaurant Managers and other employees who have access to the Confidential Information to execute confidentiality agreements in the form we approve or prescribe prior to or during their employment.

Furthermore, other than for consumption in the Restaurant or approved carry-out or retail sales programs, you agree not to sell or provide to any person or entity other than us or our designee, for use, testing or any other purpose, any mixes or formulations for preparation of Products you purchase from us or our designees.

We acknowledge that the foregoing restrictions on your disclosure and use of Confidential Information do not apply to the following: (i) information, processes or techniques which are generally known in the restaurant industry, other than through disclosure (whether deliberate or inadvertent) by you; and (ii) disclosure of Confidential Information in judicial or administrative proceedings to the extent that you are legally compelled to disclose such information, provided that you have used your best efforts, and have afforded us the opportunity, to obtain an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed.

You agree to fully and promptly disclose to us, all ideas, concepts, formulas, recipes, methods and techniques relating to the development and/or operation of the Restaurant, conceived or developed by you and/or your employees during the term of this Agreement. Such ideas, concepts, formulas, recipes, methods and techniques will be our sole property, and you will not be entitled to any compensation whatsoever for the same.

C. YOUR CONFIDENTIAL INFORMATION.

We will treat as confidential the reports and Records we receive from you pursuant to Section 11 below, provided, however, that information may be released (a) to any person entitled to the same under any lease; (b) in connection with any court order, legal proceeding or arbitration proceedings, whether instituted by us or any other party; (c) to a prospective transferee of any interest subject to the transfer provisions of this Agreement, and (d) as incorporated into anonymous general information disseminated to franchisees, prospective franchisees and other third parties and in the formulation of plans and policies in the interest of the System. We will also treat as confidential such personal financial records as you may give us pursuant to paragraph 12.C. below, provided, however, that such information may be released if required in connection with any court order or legal or arbitration proceeding, whether instituted by us or any other party,

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provided that you receive notice of and an opportunity to obtain an appropriate protective order or other assurance satisfactory to you of confidential treatment for the information required to be so disclosed.

6. FEES.

A. INITIAL FRANCHISE FEE.

The initial franchise fee for the License, set forth in Item "C" of the Contract Data Schedule of this Agreement (the "Initial Franchise Fee"), is due and payable in full upon your execution of this Agreement, subject to credit for any deposit you paid with your application for this License or any portion of the Development Fee under the provisions of your Development Agreement, if applicable. The Initial Franchise Fee is non-refundable.

B. GRAND OPENING FEE.

You will pay us a Grand Opening Fee in the amount set forth in Item "D" of the Contract Data Schedule of this Agreement, for a grand opening promotional advertising program or such other advertising program as we may specify. Payment will be made in full at the same time as the balance of the Initial Franchise Fee or thirty (30) days prior to the scheduled opening of the Restaurant, whichever date is earlier, and will be nonrefundable once the Restaurant commences operations.

C. ROYALTY FEES.

You will pay to us a monthly "Royalty Fee" determined by multiplying the Net Sales of the Restaurant (as defined in paragraph 6.F. below) for the immediately preceding Fiscal Month times the percentage set forth in Item "E" of the Contract Data Schedule of this Agreement. A Fiscal Month begins on a Monday and ends on a Sunday. For each calendar quarter, the first and second Fiscal Months are four (4) weeks and the third fiscal month is five (5) weeks, with a periodic sixth (6th) week for alignment purposes. We will provide you advance, annual written notice of the specific beginning and end dates for each Fiscal Month of the next succeeding year. The Royalty Fee will be payable not later than the 10th day after the end of each calendar month, without deduction or set-off, based on Net Sales for the prior Fiscal Month.

D. MARKETING FUND FEES.

At the same time as, for the same Fiscal Month as, in the same manner as, and in addition to the Royalty Fee provided under paragraph 6.C. above, you will pay to the Marketing Fund described in paragraph 10.A., without deduction or set-off, a monthly fee determined by multiplying the Net Sales of the Restaurant, as defined in paragraph 6.E. below, times the percentage set forth in Item "F" of the Contract Data Schedule of this Agreement. If you have paid us a Grand Opening Fee under paragraph 6.B above, your obligation to pay Marketing Fund Fees will commence with Net Sales as of the Monday immediately preceding the date three (3) months after the first date the Restaurant opened for business to the general public.

E. DEFINITION OF NET SALES.

As used in this Agreement, the term "Net Sales" shall mean Gross Sales less deductions set forth below. "Gross Sales" are all revenues from the sale of all products or services by or for you or the Restaurant, in, upon, or from the Premises, or through or by means of the business conducted at the Restaurant, the Premises or otherwise, whether derived from cash, credit, the redemption of coupons or gift certificates, or otherwise, and regardless of collection. To arrive at "Net Sales", deduct the following items from Gross Sales: (a) sales and service taxes collected from customers and paid to the appropriate taxing authority; (b) revenues from automated teller machines, crane toy machines and the sale of gift certificates, cigars, cigarettes and newspapers; and (c) the discounted portion of menu prices whether for employee meals or by way of coupons, approved promotions or otherwise.

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F. ELECTRONIC FUNDS TRANSFER.

At our election, we may require you to pay your Royalty Fees, Marketing Fund Fees and any other recurring payments to us, our parent, subsidiaries or affiliates, such as rent or note payments, by electronic funds transfer ("ACH"). Acceptance of payment by ACH will not be deemed a waiver of any of our rights. You agree to promptly provide us all consents, authorizations and bank account data we need to establish ACH capability at your bank. In addition, you agree:

(1) to promptly provide us such forms as we may from time to time require to effectuate any changes needed to maintain ACH capability;

(2) to give us at least fourteen (14) days written notice (except in the case of emergency) before you make any change to your ACH bank account (providing all information and specimens required to change ACH to the new account);

(3) to immediately replace any ACH request rejected by your bank with a bank certified or cashier's check in the aggregate amount owed, plus interest, late fees, collection fees, costs of collection and attorneys fees.

G. INTEREST AND COSTS.

If any payment to us or our parent or any subsidiary or affiliate is not paid when due, you will pay interest and costs to us, our parent, subsidiary or affiliate, in addition to the unpaid amount, as described below.

(1) All Royalty Fees, Marketing Fund Fees and other amounts which you owe to us or our parent, subsidiaries or affiliates will bear interest beginning on the date such amounts were due at the highest applicable legal rate for open account business credit, not to exceed one and one-half percent (1.5%) per month. Entitlement to interest will be in addition to any other remedies we may have. This paragraph 6.G. does not constitute an agreement on our part to accept payments from you after the payments are due or our commitment to extend credit to, or otherwise finance your operation of, the Restaurant. Further, your failure to pay all amounts when due to us, our parent, subsidiaries or affiliates will constitute grounds for termination of this Agreement, as provided herein.

(2) Receipt of any check, draft or other commercial paper will not constitute payment until such funds are actually collected. You will pay all collection charges on dishonored checks, including reasonable attorney's fees. At our request, you will promptly replace any dishonored and returned check(s) with a bank certified or cashiers check in the aggregate amount owed, plus interest, late fees, collection fees, costs of collection and attorneys fees.

H. TAX ON ROYALTY AND MARKETING FUND FEES.

You agree to pay any sales, excise, use, privilege or other tax imposed or levied by any government or governmental agency on account of your payment of any of the fees under this Agreement. This provision does not apply to income taxes.

I. APPLICATION OF PAYMENTS.

We have sole discretion to apply any of your payments to any of your past due indebtedness in such order and amounts as we may elect. The acceptance of a partial or late payment will not constitute a waiver of any of our rights or remedies contained in this Agreement.

7. RESTAURANT OPERATING STANDARDS.

A. SPECIFICATIONS, STANDARDS AND PROCEDURES.

The operation of the Restaurant in compliance with our high standards is important to us and all other Friendly's Restaurant franchisees. You agree to operate the Restaurant in strict accordance with all standards we communicate to you from time to time. Standards will be established for and distributed to franchisees generally and you specifically in such form and content as we may from time to time in our sole discretion prescribe. You must comply with all mandatory

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specifications, standards and operating procedures relating to appearance, function, cleanliness, sanitation, safety, business hours, delivery services, new Products, purchasing or leasing new or different equipment, compliance with the decor, format and image, including equipment, furniture, fixtures and signage, of a Friendly's Restaurant and operation of a Friendly's Restaurant.

Mandatory specifications, standards and operating procedures that we prescribe from time to time in the Operations Manual, or otherwise communicate to you in writing, will constitute provisions of this Agreement as if fully set forth in this Agreement. All references to this Agreement include all such mandatory specifications, standards and operating procedures. The Operations Manual is copyrighted and you agree not to at any time copy, duplicate, record or otherwise reproduce any materials, in whole or in part, which set forth the standards or other proprietary information, or otherwise make the same available to any unauthorized person.

Because strict uniformity may not be possible or practical in all circumstances, we have the right to vary standards from location to location, as we may deem appropriate for the System and/or for any individual restaurant.

B. CONDITION, APPEARANCE & OPERATION OF THE RESTAURANT.

You agree as follows:

(1) You agree to use the Premises only for the operation of a Friendly's Restaurant in compliance with this Agreement and for no other purpose whatsoever;

(2) You agree to maintain the condition and appearance of the Restaurant, its equipment, furniture, furnishings, signs and the Premises in accordance with our specifications and standards and consistent with the image of a Friendly's Restaurant as an efficiently operated business offering high quality food service and observing the highest standards of cleanliness and sanitation;

(3) You agree to perform all periodic maintenance with respect to the decor, equipment, furniture, furnishings and signs of the Restaurant and the Premises that is required from time to time to maintain such condition, appearance and efficient operation, including, without limitation:

(a) thorough cleaning, repainting and redecorating of the interior and exterior of the Premises at reasonable intervals;

(b) interior and exterior repair of the Premises; and

(c) repair or replacement of damaged, worn out or obsolete equipment, furniture, furnishings, and signs.

(4) You agree not to make any material alterations to the Premises, or to the appearance of the Restaurant as originally developed, without our prior written approval;

(5) You agree to place or display at the Premises (interior and exterior) only approved signs, emblems, lettering, logos and display and advertising materials.

(6) You agree to immediately rectify all hazardous conditions and immediately remove and destroy any and all hazardous products. For purposes hereof, "hazardous conditions" are conditions that pose a risk of injury, illness or death; and "hazardous products" are products that are unfit for human consumption or otherwise pose a risk of injury, illness or death.

(7) You agree to employ only such methods of product storage, handling, preparation, packaging, delivery and sale as we from time to time prescribe in the Operations Manual or otherwise communicate or approve in writing. You must sell, distribute and deliver such products only in weights, sizes, forms and packages as we provide in the Operations Manual or otherwise communicate or approve in writing.

(8) You agree to discontinue offering for sale any Product if we at any time notify you in writing of our withdrawal of our approval of that Product for sale at the Restaurant.

(9) You agree to maintain as business records provided in paragraph 11.A. below. and to furnish us within five (5) days after written request, copies of all customer complaints and notices, warnings, citations, inspection reports and other communications from public authorities related to the Restaurant. Franchisee hereby authorizes any such public authority

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to provide Friendly's with copies of such notices and/or communications. You must promptly notify us if any suit, investigation or other legal proceeding related to your business is commenced by or against you, and you must keep us continuously advised of the status of the matter.

(10) You agree to record all sales at the Restaurant at the time of sale, in accordance with our procedures and on devices, the make, model and serial numbers of which we have individually approved in writing. Such devices must record accumulated sales in a manner that cannot be modified, turned back or reset, and must retain data in memory storage in the event of power loss. You agree to accurately report all Net Sales to us and implement all procedures we recommend to minimize employee theft. You further acknowledge and agree that employee theft will not relieve you of the obligation to make all payments to us based on Net Sales pursuant to this Agreement and that accurate reporting of Net Sales requires, among other things, compliance with all standards related thereto and recording all sales at the time the product is delivered to the purchaser, including, without limitation, bulk discount sales, whether for cash, by redemption of gift certificates or coupons, or sales for which payment may be deferred.

C. RESTAURANT MENU.

The Restaurant will offer for sale all food and beverage products and services that we require and sell only products that we have approved. The Restaurant will not sell any Products to any person for resale to any third person. The Restaurant cannot offer for sale or sell at the Premises or any other location any unapproved products, or use the Premises for any purpose other than the operation of the Restaurant.

We can approve the Restaurant's offering of Products or services on a test basis, which approval we may condition in any reasonable manner. We may stop the test at any time after its commencement.

D. APPROVED PRODUCTS, DISTRIBUTORS AND SUPPLIERS.

The reputation and goodwill of Friendly's Restaurants is based upon and maintained by the sale of distinctive, high quality food products and beverages and the presentation, packaging, service and delivery of such products in an efficient and appealing manner. We have developed various proprietary products according to our proprietary and secret recipes and formulas. We have developed standards and specifications for food products, ingredients, seasonings, mixes, beverages, materials and supplies incorporated in or used in the preparation, cooking, serving, packaging and delivery of prepared food products authorized for sale at Friendly's Restaurants. We have and will periodically approve suppliers and distributors of such products that meet our standards and requirements. You must purchase:

(1) *Proprietary Products* - our proprietary ice cream, frozen yogurt and other frozen desserts and related toppings, muffin and other mixes and batters, and other products developed by us from time to time pursuant to secret recipes or formulas, only from our parent, Friendly Ice Cream Corporation, or from a third party designated by us; and

(2) *Non-Proprietary Products* - all other furnishings, fixtures, signs, equipment, food products, ingredients, seasonings, mixes, beverages, materials and supplies used in the preparation of Products; menus, paper, glassware, china and plastic products; packaging or other materials, utensils and uniforms that meet our standards and specifications from suppliers we have approved in writing as having demonstrated to our reasonable satisfaction (a) the capability to supply products that meet all of our standards and (b) adequate capacity and facilities to supply your needs, as well as the needs of other franchisees, in the quantities, at the times and with the reliability requisite to an efficient operation.

You will at all times maintain a sufficient quantity and variety of approved food products, beverages, ingredients and other products.

Provided you are creditworthy in our parent company's sole judgment, you will be offered standard credit terms on your purchase of Products as is then-generally available to franchisees. If at any time our parent determines that you are not creditworthy, your credit terms may be modified or revoked, and/or you may be required to pre-pay for Products and/or you may be required to pay a deposit or provide our Parent collateral or a letter of credit.

We can approve a single distributor or other supplier for any Product and can approve a distributor or other supplier only as to certain of the Products. We can concentrate purchases with one or more distributors or suppliers to obtain lower prices and/or the best advertising support and/or services. Approval of a distributor or other supplier may be conditioned

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on requirements relating to the frequency of delivery, standards of service, and concentration of purchases, and may be temporary, pending our further evaluation of such distributor or other supplier.

You can request our approval of alternative suppliers or distributors for Non-Proprietary Products (items other than those listed in (1) above). Our evaluation of prospective suppliers and/or distributors will be conditioned upon payment of our reasonable evaluation costs. You will notify us and submit to us all information, specifications and samples that we reasonably request if you propose to purchase any non-proprietary item from a distributor or other supplier who has not been previously approved by us. We will notify you within a reasonable time whether you are authorized to purchase such products from such distributor or other supplier.

We may conduct market research and testing to determine consumer trends and the marketability of new food products and services. You agree to cooperate and assist us by participating in our customer surveys and market research programs, test marketing new food products and services in the Restaurant and providing us with timely reports and other relevant information regarding such customer surveys and market research.

E. PRICING.

We may, from time to time, set maximum prices on products and services offered from the Restaurant. If we have imposed such a maximum price on a particular product or service, you may charge any price for such product or service up to and including the maximum price set by us.

F. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.

You will secure and maintain in force in your name all required licenses, permits and certificates relating to the operation of the Restaurant. You also will maintain and operate the Restaurant in full compliance with all applicable civil and criminal laws, ordinances, rules, regulations and orders of public authorities, including, without limitation, those relating to health, safety and sanitation, workers' compensation insurance, unemployment insurance and withholding and payment of federal, state and local income taxes, social security taxes, sales taxes and The Americans With Disabilities Act. All of your advertising must be completely factual, be in good taste in our judgment and conform to the highest standards of ethical advertising. In all dealings with us, your customers, suppliers and public officials, you will adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You will refrain from any business or advertising practice which may injure our business or the goodwill associated with the Marks and other Friendly's Restaurants.

You agree to notify us, by telephone within forty-eight (48) hours followed within five (5) days by written notification, including copies of any pleadings or process received of: (i) the commencement of any action, suit or proceeding relative to the Restaurant; (ii) the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which may adversely affect the operation or financial condition of the Restaurant; and (iii) any notice of violation of any law, ordinance or regulation relating to health or safety. You must not accept service of process for us and on our behalf.

G. COMPUTER SYSTEMS.

You have the sole and complete responsibility for: (a) acquiring, operating, maintaining and upgrading your computer hardware, software, cash register and other equipment (your "Restaurant Technology System" or, for convenience, "RTS"); (b) the manner in which your RTS interfaces with our computer systems and those of third parties; and (c) any and all consequences that may arise if your RTS is not properly operated, maintained, and upgraded. The term "RTS" includes, without limitation, all hardware and software and the data you store thereon. You will use your RTS solely in connection with the operation of the Restaurant, in the manner reasonably specified by us from time to time. For your first Friendly's Restaurant, you must, at your sole expense, purchase or lease from us, or from our designated supplier, and install your RTS, including computers, printers, touch-screens, cash drawers, software and other equipment designated by us for the Restaurant. For your second or later Restaurant, you may elect to purchase or lease your RTS from another supplier, so long as it conforms to our standards. You must, at your sole expense, (a) maintain your RTS in continuous operation at the Restaurant, (b) comply with our requirements for safeguarding of data, records, and reports, (c) maintain an ongoing

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maintenance and support contract for your RTS and replace components as necessary, and (d) attend, and/or cause employees in the Restaurant to attend, such initial and other RTS training as we specify. Some or all components of our RTS may be licensed to us and sublicensed to you. You must, at your sole expense, at any time after your RTS is three (3) years old, replace such system upon our request, given the age, cost to operate and condition of the RTS then in the Restaurant, then-current and anticipated technology, and other factors as may be relevant.

You agree to at all times permit us immediate access to RTS, electronically or otherwise, without giving you advance notice. Such access will not unreasonably interfere with normal Restaurant operations. To facilitate such access, you will install and maintain such satellite, telephone or other service we designate.

We make no representation or warranty as to the costs, sales or profits, if any, which may result from the installation or replacement of RTS.

H. MANAGEMENT AND PERSONNEL OF THE RESTAURANT.

You will at all times (i) employ a General Manager who will have principal operational responsibility for the Restaurant and who will have such qualifications and experience as we will reasonably require and who will have satisfactorily completed our training program; and (ii) employ on a full-time basis a Manager and an Assistant Manager, each of whom has satisfactorily completed our training program (collectively, the General Manager, Manager and Assistant Manager are referred to as "Restaurant Managers"). The Restaurant will at all times be under the direct on-premises supervision of a Restaurant Manager. You agree to hire, train and supervise efficient, competent and courteous employees of good character for the operation of the Restaurant and be exclusively responsible for the terms of their employment and compensation and for the proper training of your employees in the operation of the Restaurant. All Restaurant Managers and other employees must have literacy and fluency in the English language sufficient, in our opinion, to satisfactorily complete the training program, to communicate with employees, customers, and suppliers and to satisfactorily serve customers in the Restaurant. You agree not to recruit any of our employees or any employees of any Friendly's Restaurant operated by us or by a Friendly's franchisee, without our prior written permission or the written permission of the Friendly's Restaurant franchisee, as the case may be.

I. INSURANCE.

You must procure, before the commencement of business, and maintain in full force and effect during the entire term of the License, at your sole expense, an insurance policy or policies protecting you and Friendly's and our directors and employees, against any loss, liability or expense whatsoever, including but not limited to employment practices liability, from, but not limited to, fire, personal injury, theft, death, property damage or otherwise, arising or occurring upon or in connection with your operation of the Restaurant or your occupancy of the Premises. you must also comply with all insurance requirements related to the Restaurant's lease or mortgage. You must maintain in force at all times, under policies of insurance issued by carriers we have approved:

(1) Employer's liability and workers' compensation insurance as prescribed by applicable law;

(2) Comprehensive general liability insurance (with products, completed operations and contractual liability and independent contractors and escalators coverage) and comprehensive motor vehicle liability insurance (for owned and non-owned vehicles) against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Restaurant (or otherwise in conjunction with your conduct of business pursuant to this License) under one or more policies of insurance, each on an occurrence basis, with single-limit coverage for personal and bodily injury, death and property damage of at least $2,000,000 (or such other amount as we may reasonably require), for each occurrence;

(3) All-risk building and contents insurance including flood and earthquake, vandalism and theft insurance for the replacement value of the Restaurant and its contents;

(4) Business interruption insurance for a period adequate to reestablish normal business operations; and

(5) Builders' risk insurance on a completed value non-reporting basis during the period of construction and/or any remodeling of the Restaurant.

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We may periodically increase the amounts of insurance you will be required to maintain, and we may require different or additional kinds of insurance at any time. Each insurance policy (i) must name as additional insured parties "Friendly Ice Cream Corporation" and "Friendly's Restaurants Franchise, Inc." and any other party or parties designated by us, as their interest may appear; (ii) must contain provisions denying to the insurer acquisition by subrogation of rights of recovery against any party named; (iii) must provide for thirty (30) days' prior written notice to us of any material modification, cancellation, termination or expiration of such policy; and (iv) must not be limited in any way by reason of any insurance which may be maintained by Friendly's or any other named party.

Prior to the expiration of the term of each insurance policy, you will furnish us with a certificate of insurance or with a certified copy of each renewal or replacement insurance policy you will maintain for the immediately following term and evidence of the payment of the premium for the insurance policy. If you fail or refuse to maintain required insurance coverage, or to furnish satisfactory evidence of required insurance coverage and payment of the premiums we can obtain the required insurance coverage on your behalf. You must cooperate fully with us in our effort to obtain such insurance policies, promptly execute all forms or instruments required to obtain or maintain any such insurance, allow any inspections of the Restaurant which are required to obtain or maintain such insurance and pay to us, on demand, any costs and premiums we incur.

Your obligations to maintain insurance coverage as described above will not be affected in any manner by reason of any separate insurance we maintain, nor will the maintenance of insurance relieve you of any obligations under Section 4 of this Agreement.

Each party hereby waives any and all rights of recovery against the other party, and against the officers, members, employees, agents, and representatives of the other party, for damage to such waiving party or for loss of its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. You must give notice to your insurance carrier or carriers that a mutual waiver of subrogation rights is contained in this Agreement. The foregoing waiver does not apply to either party's performance of contractual obligations of this Agreement.

8. REFURBISHMENT AND REMODELING.

In order to ensure continued public acceptance and patronage of the System, to avoid deterioration or obsolescence of the Restaurant and to take advantage of changes and improvements in design, concept and décor, you must timely complete the following refurbishments and remodeling of the Restaurant. These requirements are in addition to your continuing obligations to maintain, repair and replace all equipment, signage, furnishing, decor and personal property related to the Restaurant in accordance with our standards. Your obligations to maintain, repair and replace will not be delayed or deferred pending or in anticipation of any refurbishment or remodeling.

A. REFURBISHMENT.

No later than the Refurbishment Date set forth in Item "G" of the Contract Data Schedule of this Agreement, and at each ten (10) year interval thereafter, you will refurbish the Restaurant in accordance with our then-current refurbishment standards. Refurbishment means replacing décor, wall treatments, carpeting, upholstery and awnings; both interior and exterior painting; and will be generally the same as then required of Restaurants of the same age and condition.

B. REMODELING.

No later than the Remodel Date set forth in Item "G" of the Contract Data Schedule of this Agreement (and at each ten {10} year interval thereafter, if this Agreement is renewed), you will remodel the Restaurant in accordance with our then-current remodeling standards, including but not limited to fixtures, furnishings, signs and equipment. The remodeling will be generally the same as then required of Restaurants of the same age, condition, location and geographic region.

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9. THE INTERNET.

This Agreement grants you no right to use any of our Marks to advertise products and/or services for order through the mail or by any electronic or other medium. You will not, without our prior written approval, use any of our Marks on the Internet or in any similar electronic or other communications medium, to promote your business and/or advertise and/or sell Friendly's products and/or services. We have the sole right to establish an Internet "home page" using any of our Marks, and to regulate the establishment and use of linked home pages by franchisees. Before you establish a website in connection with your operation of the Restaurant, you must submit to us a complete sample of the proposed website. The website must comply with our standards and specifications as prescribed by us from time to time. If you propose to alter a previously approved website, you must first submit to us a sample of alterations and obtain our approval before they are implemented.

10. MARKETING.

A. BY FRIENDLY'S.

Because of the value of advertising to the goodwill and public image of Friendly's Restaurants, we will maintain and administer a marketing fund (the "Marketing Fund") for advertising, marketing, promotion and other purposes and programs that we deem necessary or appropriate. We will direct all advertising, marketing and promotional programs for the System, and will have sole discretion over the creative concepts, materials and endorsements used in the programs, and the geographic, market, and media placement and allocation of the programs. The Marketing Fund will be administered as follows:

(1) The *Production and Research Fund* will be funded at a minimum of one-half percent (0.5%), but no more than three-quarter percent (0.75%) of reported Net Sales, and may be used to pay the costs of (a) preparing and producing video, audio and written advertising materials; developing regional and system-wide advertising and promotional programs, including, without limitation, developing direct mail and other media advertising, and employing advertising agencies to assist therewith; (b) supporting public relations, (c) merchandising, (d) market research, (e) menu development, (f) trademark development, (g) salaries, administrative costs and overhead we pay in connection with the Marketing Fund, and (h) other advertising, marketing and promotional activities designed to increase sales and enhance the public reputation of Friendly's and the System, as we deem appropriate; and

(2) The balance of the Marketing Fund Fee set forth in Item F of the Contract Data Schedule will support the *Advertising and Promotion Fund*, to be used to pay the costs of placing video, audio and written advertising materials, and otherwise implementing regional or system-wide advertising and promotional programs, including, without limitation, purchasing direct mail and other media advertising, and employing advertising agencies to assist therewith; and to implement such other advertising, marketing and promotional activities designed to increase sales and enhance the public reputation of Friendly's and the System, as we deem appropriate.

The Marketing Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs and overhead as we may incur in activities reasonably related to the administration of the Marketing Fund and its marketing programs including, without limitation, conducting market research and menu development, preparing advertising and marketing materials, and collecting and accounting for contributions to the Marketing Fund (including, but not limited to, attorneys' and accountants' fees and other expenses of litigation). We may spend in any fiscal year an amount that is greater or less than the aggregate contribution of all Friendly's Restaurants to the Marketing Fund in that year. We may loan money to the Marketing Fund, or we may borrow money from other lenders, to cover deficits of the Marketing Fund and we may charge the Marketing Fund the interest on such loans. We may cause the Marketing Fund to invest any surplus for future use by the Marketing Fund. You authorize us to collect for the Marketing Fund any advertising or promotional monies or credits offered by any supplier based upon your purchases. All interest earned on monies contributed to the Marketing Fund will be added to and supplement the Production and Research Fund. We will prepare an annual statement of monies collected and costs incurred by the Marketing Fund within one hundred twenty (120) days after the end of our fiscal year and will furnish this statement to you upon your written request. At our sole discretion, we can cause the Marketing Fund to be incorporated or

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operated through a separate entity at such time as we deem appropriate, and if we do so, that entity will have all of our rights and duties pursuant to this paragraph 10A.

The Marketing Fund is intended to enhance recognition of the Marks and patronage of Friendly's Restaurants and Friendly's proprietary branded products. Although we will endeavor to utilize the Marketing Fund to develop advertising and marketing materials and programs, and to place advertising that will benefit all Friendly's Restaurants, we undertake no obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Marketing Fund by Friendly's Restaurants operating in that geographic area or that any Friendly's Restaurant will benefit directly or in proportion to its contributions to the Marketing Fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this Section 10, we assume no direct or indirect liability or obligation to you with respect to our maintenance, direction or administration of the Marketing Fund. We have the right, and you hereby authorize us, to settle or otherwise compromise all disputes with regard to the Marketing Fund.

B. BY FRANCHISEE.

You must participate in all advertising, marketing and promotional programs of the Marketing Fund.

In addition to all of your payments to the Marketing Fund described in paragraph 6.D., you also agree to spend annually for local advertising for the Restaurant, a percentage of the Net Sales at the Restaurant which is at least one-half percent (0.5%), but no less than the minimum percentage of Net Sales that Friendly's commits to spend for local advertising for company-operated restaurants for our then-current fiscal year, and in no event more than one percent (1.0%) of Net Sales. . We will advise you of our minimum commitment for local advertising for each fiscal year. Without limitation, local advertising expenses for the Restaurant include advertising specifically for the Restaurant, such as a telephone directory advertisement, directional billboard or direct mail inserts for the Restaurant only, and include local promotional campaigns, such as local charity and youth group sponsorships. The cost of menus and the value of coupon discounts are not included in local advertising expenses.

Prior to using any advertising or promotional material that you prepare for use in your local area, you must submit a specimen to us for our review and approval. If you do not receive our written disapproval of the specimen within fifteen (15) days from the date we received it, materials that conform to the specimen will be deemed approved for your use, unless we later disapprove it, in which case you must promptly discontinue further use.

C. BY COOPERATIVE.

Friendly's may elect, in its sole discretion, to form (and you will contribute to) a cooperative marketing fund organized on a regional basis. Franchisees must contribute to the cooperative marketing fund up to three percent (3%) of the Net Sales of each restaurant located within the region of the cooperative marketing fund. Such contribution will offset on a dollar-for-dollar basis the Marketing Fund Fee referenced in paragraph 6.D. above. Each company-operated restaurant within the region of the cooperative marketing fund will also contribute the same percentage of Net Sales to the cooperative fund, per restaurant within the region, as Franchisees. Each franchised and company operated restaurant contributing to the cooperative will have one vote per restaurant in determining how the cooperative will apply the funds of such cooperative.

11. RECORDS, REPORTS; FINANCIAL STATEMENTS AND CONDITION.

A. RECORDS.

You must keep full, complete and accurate books and accounts with respect to the Restaurant, in accordance with generally accepted accounting principles and all requirements of law. Unless we otherwise agree in writing, you must adopt our financial and operational reporting chart of accounts format, as set forth in the Operations Manual or otherwise furnished to you. You must preserve, in the English language and for the time periods set forth below, all books of account, governmental reports, register tapes, guest checks, daily reports and complete copies of all federal and state

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income tax returns, property and sales and use tax returns and supporting documents relating to your business operations at the Restaurant (hereinafter called the "Records"), including but not limited to, daily cash reports; cash receipts journal and general ledger; cash disbursements journal and weekly payroll register; monthly bank statements, and daily deposit slips and canceled checks; all business tax returns; suppliers invoices (paid and unpaid); dated cash register tapes (detailed and summary); monthly profit and loss statements; weekly guest counts; records of promotion & coupon redemptions; records described in subparagraph 7.B.(9) above; and such other records and information as we may from time to time request. With our prior written approval, you may preserve Records and submit reports electronically in accordance with our prescribed standards and requirements.

During the term of this Agreement, you must preserve and make available to us all Records for no less than your current fiscal year and your three (3) immediate-past fiscal years. For three (3) years after the date of any transfer of the controlling interest in this Agreement, the transferor must preserve and make available to us all Records of the last three (3) fiscal years of the transferor's operation under this Agreement. For a period of three (3) years after the expiration of the term of this Agreement (or after any earlier termination thereof) you must preserve and make available to us all Records for the last three (3) fiscal years of your business operation at the Restaurant.

B. REPORTS AND FINANCIAL STATEMENTS.

You will furnish us the following reports, in the form we prescribe:

(1) by the tenth (10th) day of each calendar month for the preceding Fiscal Month, a report of the Net Sales of the Restaurant, other revenues generated at the Restaurant and other information we request. This report must also include a statement computing amounts then due for Royalty Fees and Marketing Fund Fees and be certified by you or by your chief executive or financial officer;

(2) by the twentieth (20th) day of each calendar month for the preceding Fiscal Month, a profit and loss statement for the Restaurant certified by you or by your chief executive or financial officer;

(3) on Monday of each week, on our standard form, a signed weekly statement of the Restaurant's Net Sales and guest counts for the seven (7) day period (Monday through Sunday) ending at the close of business on the preceding day, transmitted to us by facsimile or over the Internet;

(4) upon our request, such other data, information and supporting records for such periods as we reasonably require; and

(5) within one hundred twenty (120) days after the end of your fiscal year, a fiscal year-end balance sheet, income statement and statement of changes in financial position (cash flow) of the Restaurant for such fiscal year, reflecting all year-end adjustments (audited if available) and a statement of annual Net Sales certifying that your Net Sales for the immediately preceding fiscal year have been calculated and reported in compliance with the terms of this Agreement, each of which will be certified by you or by your chief executive or financial officer.

C. FINANCIAL CONDITION.

If at any time you are delinquent in the payment of any amount owed to us or our affiliates, you agree: (1) upon our request, to furnish us income statements and balance sheets for such periods and as of such dates and all in such detail as we may request, for you and each entity affiliated with you, whether or not such entity conducts any business with the Restaurant, (2) that we may directly contact any lender, lessor, supplier or vendor for the purpose of obtaining information relating to the Restaurant and any lease or financial arrangements and you hereby authorize such persons to disclose all such information to us and, if you are an entity, you agree that we may contact any of your officers, directors, shareholders or partners for any purpose reasonably related to your undertakings contained in this Agreement and (3) to furnish, at our request, books of account, governmental reports, register tapes, guest checks, daily reports and complete copies of federal and state income tax returns, property and sales and use tax returns.

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12. INSPECTIONS AND AUDITS.

A. FRIENDLY'S RIGHT TO INSPECT THE RESTAURANT.

In order to preserve the validity and integrity of the Marks and to determine whether you and the Restaurant are complying with this Agreement, and with specifications, standards and operating procedures we prescribe for the operation of Friendly's Restaurants, we or our agents can, at any reasonable time, with or without prior notice:

(1) inspect the Restaurant and the Premises;

(2) observe, photograph and videotape the operations of the Restaurant (whether or not you are present);

(3) remove samples of any food and beverage product, material or other products for testing and analysis;

(4) interview personnel of the Restaurant;

(5) interview customers of the Restaurant; and

(6) inspect and copy any books, records and documents relating to the operation of the Restaurant.

You agree to cooperate fully with us in connection with any such inspections, observations, videotaping, product removal and interviews, including presenting to your customers any evaluation forms that we periodically prescribe and participating and/or requesting your customers to participate in any surveys performed by us or on our behalf.

B. FRIENDLY'S RIGHTS UPON INSPECTION.

In the event of any unsatisfactory inspection, we will have, in addition to all other rights and remedies set forth in this Agreement, any one or more of the following rights:

(1) We will have the right to require you to remove any item that fails to conform to applicable standards;

(2) We will have the right to immediately remove or destroy any product that we believe to be hazardous, contaminated or to otherwise pose an imminent risk to public health or safety, or that otherwise materially fails to conform to applicable standards;

(3) If we find the Premises to have a hazardous, unsafe, unhealthy or unsanitary condition and/or there is reason to believe that any product or products in the Restaurant are contaminated, and/or for any other reason of imminent risk to public health and safety, we will have the right to require you to immediately close and suspend operation of the Restaurant and/or to require such other actions as we, in our sole discretion, deem advisable. You must notify us immediately of any suspected product contamination or other violation affecting public health or safety and to promptly take any action we require in response thereto.

(4) We will also have the right to give you twenty-four (24) hours written notice requiring the correction of an unsafe, unhealthy, unsanitary or unclean condition. If we elect to do so, and you do not timely correct the condition, we may enter the Restaurant, without being guilty of or liable for trespass or tort, and may cause the condition to be corrected at your expense and without prejudice to any other of our rights or remedies.

You will be solely responsible for all of losses, costs and other expenses incurred by either us or you in complying with the provisions of this paragraph 12.B.

C. FRIENDLY'S RIGHT TO AUDIT.

We may at any time during business hours, and without prior notice to you, inspect and audit, or cause to be inspected and audited, the original business records, bookkeeping and accounting records, sales and income tax records and returns and other records of the Restaurant and the original books and records and tax returns of any entity which holds the License granted under this Agreement and to perform whatever tests and analyses we deem appropriate to verify Net Sales at the Restaurant. You must cooperate fully with our representatives and any independent accountants that we hire to conduct any such inspection or audit. If any such inspection or audit discloses an understatement of the Net Sales of the

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Restaurant, you will pay to us, within fifteen (15) days after receipt of the inspection or audit report, the Royalty Fees, and Marketing Fund Fees (and percentage rent, if applicable) due on the amount of such understatement, plus interest (at the rate and on the terms provided in paragraph 6.G, of this Agreement) from the date originally due until the date of payment. Further, in the event such inspection or audit is made necessary due to (i) your failure to maintain your Restaurant Technology System in continuous operation, or (ii) your failure to furnish us with reports, supporting records other information or financial statements on a timely basis, or if an understatement of Net Sales for the period of any audit is determined by any such audit or inspection to be greater than two percent (2%), you will reimburse us immediately upon notice for the cost of the inspection or audit, including, without limitation, the charges of attorneys and independent accountants, and the travel, lodging and meal expenses and applicable per diem charges for our employees. The foregoing rights will be in addition to all other remedies and rights that we may have under this Agreement or under applicable law, including the right to terminate this Agreement without opportunity to cure in the case of intentional under-reporting of Net Sales.

If we believe there may have been intentional under-reporting of Net Sales for the Restaurant, you and all your partners, members and shareholders, as applicable, will, upon our written demand, provide us, in addition to all of the Records described in Section 11, personal federal and state tax returns, personal bank statements, including deposit slips and canceled checks, and such other documents and information as we may in our sole discretion request in connection with our efforts to verify Net Sales reported by you under this Agreement. Schedules to personal tax returns and other financial data which are unrelated to the business of the Restaurant need not be provided by any partner, member or shareholder who has not been active in the business, and, in addition, has not directly or indirectly owned or controlled a majority interest in the business at the Restaurant, alone or in conjunction with any other family member or related entity.

13. TRANSFER OF LICENSE.

A. BY FRIENDLY'S.

This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests in this Agreement.

B. BY FRANCHISEE.

You may not transfer the License without our approval. The rights and duties created by this Agreement are personal to you. We have granted the License to you in reliance upon the individual and collective character, skill, aptitude, attitude, and business ability of the persons who will be engaged in the ownership and management of the Restaurant, your financial capacity and the representations and warranties made to us in your application, and the representations, warranties and covenants contained in this Agreement. Accordingly, neither this Agreement nor the License (or any interest therein), nor any part or all of the ownership of Franchisee (if an entity) or the Restaurant (or any interest therein), may be transferred, in whole or in part, directly or indirectly, without our prior written approval, and any attempted transfer without our prior written approval will constitute a breach of this Agreement and convey no rights to or interests in this Agreement or the License. As used in this Agreement the term "transfer" means and includes the voluntary, involuntary, direct or indirect assignment, sale, gift, pledge, grant of security interest or other transfer by you of any interest in: (i) this Agreement or any related agreement between you and us; (ii) the License; (iii) the Franchisee; (iv) the Restaurant or (v) the Premises. Provided that all conditions set forth in this Section 13 are satisfied, we will not unreasonably withhold our approval of any transfer by you.

This paragraph 13.B. does not apply to an interest in the Restaurant or the Premises conditionally transferred to a bona fide lender as collateral security for a loan to you or to any financing or refinancing structured as a sale-leaseback, provided that upon the sale of the Restaurant, it is simultaneously leased back pursuant to a Lease Agreement which is subject to our rights under this Agreement. At no time, however, may a security interest be given in this Agreement or the License granted hereunder.

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C. OUR RIGHT OF FIRST REFUSAL.

If, at any time during the term of this Agreement and for a period of one year thereafter, you or any of your shareholders, members or partners has received and desires to accept a signed, bona fide written offer from a third party to purchase any interest in this Agreement, the License, the Restaurant, the Premises, or a controlling interest in the Franchisee-entity, you must submit to us an exact copy of the executed, written offer from a responsible and fully disclosed purchaser along with any other information that we may reasonably request. We may, upon written notice to you within forty-five (45) days after the date of delivery of an exact copy of such offer and all requested information to us, elect to purchase such interest for the same price and on the same terms and conditions as are contained in such offer. Regardless of the terms of the offer, we may, in our discretion, structure the transaction as an asset purchase, rather than a stock purchase, and to substitute cash for securities or other property as consideration. If less than the entire interest in the Franchisee, this Agreement, the License, the Restaurant or the Premises is proposed to be sold, we can purchase the entire interest for a price equal to the proposed price plus a pro-rata increase based on the value of the interest to be purchased. Our credit will be deemed equal to the credit of any proposed purchaser, and we will have not less than ninety (90) days to prepare for closing. We will be entitled to all representations and warranties customarily given by the seller of assets of a business. We will not be obligated to pay any finder's or broker's fee or commission. Our exercise of our rights hereunder will not modify the transfer requirements of this Section 13 nor relieve you of your obligation to pay us the then-current transfer fee.

If we do not exercise our right of first refusal, the sale or other transfer may be completed pursuant to and on the terms of such offer, subject to our approval of the transfer as otherwise provided in this Agreement; provided, however, that if the proposed sale or other transfer is not completed within one hundred twenty (120) days after delivery of such offer to us, or if there is any change in the terms of the proposed transaction, we will have an additional right of first refusal for an additional thirty (30) days.

Our right of first refusal will not apply to the sale or transfer of an interest in this Agreement, the License, Franchisee, the Premises or the Restaurant to a member of the Seller's immediate family or, if Franchisee is an entity, between or among previously approved owners of Franchisee, provided that such transfer is otherwise permissible under this Agreement.

D. CONDITIONS FOR OUR APPROVAL OF YOUR TRANSFER.

The proposed transferee and its owners (if the proposed transferee is an entity) must meet our then applicable standards for Friendly's Restaurant franchisees. In addition, if the transfer is one of a series of transfers which in the aggregate constitute the transfer of the License or the Restaurant or a controlling interest in the Franchisee, all of the following conditions must also be met prior to, or concurrently with, the effective date of the transfer:

(1) You must have operated the Restaurant for a period of not less than six (6) months prior to the proposed transfer;

(2) You must pay and satisfy (i) all accrued money obligations to us, including but not limited to Royalty Fees, Marketing Fund Fees and all amounts owed to us or our parent, subsidiaries and affiliates, and (ii) your obligations to any third party that we have guaranteed, if any;

(3) You must cure to our satisfaction any and all defaults under this Agreement or any other agreement between you and us;

(4) The Restaurant, including equipment, signs, building, improvements, interior and exterior, must be in good operating condition and repair and in compliance with our then-current standards, including, without limitation, standards for replacements and additions;

(5) The transferee and each partner, shareholder or member of the transferee, as the case may be, must be a United States citizen or lawful resident alien, of good moral character and reputation, must be creditworthy and must have sufficient business experience, aptitude and financial resources to operate the Restaurant. Such qualifications include, without limitation, literacy and fluency in the English language sufficient, in our opinion, to communicate with employees,

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customers, and suppliers and to satisfactorily complete our training program, and such other tests and interviews as we reasonably require;

(6) The transferee and its management personnel must have completed our training program to our satisfaction;

(7) The transferee, including, where appropriate, all shareholders, members and partners of the transferee, must jointly and severally execute, on our then-current forms, a franchise agreement and all other standard ancillary agreements, including, but not limited to, an agreement, if applicable, that in the event the transferee will at any time be unable to make payments both to Licensor and to you for the purchase of the Restaurant, payments to Licensor, its affiliates and/or subsidiaries (including the Marketing Fund) will have priority;

(8) You and/or the transferee must pay us our then-current transfer fee as set forth in our then-current Uniform Franchise Offering Circular;

(9) You, and all of your partners, members, shareholders, officers and directors and any other owners must execute a general release in a form satisfactory to us, of any and all claims against us, our subsidiaries and affiliates, and our and their officers, directors, partners, employees and agents;

(10) We must approve the material terms and conditions of such transfer, including, without limitation, our determination that the price and terms of payment are not so burdensome as to adversely affect the subsequent operation or financial results of the Restaurant. This requirement creates no liability on our part to either you or your transferee, if we approve the transfer and the transferee later experiences financial difficulties;

(11) The transferee may not be a limited partnership, trust or other entity we do not specifically authorize and approve;

(12) You and your transferring owners must execute a non-competition covenant in favor of us and the transferee, containing the terms set forth in paragraph 15A;

(13) The lessor and lender, if any, of the Premises must give you any and all required advance written consent to the transfer of the Premises, and you must provide us with a copy of such consent; and

(14) You and your owners must guarantee the transferee's financial obligations to us in its commitment agreement and license agreement for two (2) years from the date of transfer.

In addition, we reserve the right to promulgate, communicate and enforce such additional reasonable requirements as we may hereafter, in good faith, establish.

Neither you nor any lending institution may assert any security interest, lien, claim or right now or hereafter in the License or franchise agreement granted to the transferee, or, if applicable, our lease of the Restaurant. Any security interest, lien, claim or right asserted with respect to any personal property at the above location will not include "after-acquired" property unless the same is subordinated to any subsequent lien for purchase-money financing of said after-acquired property.

E. YOUR TRANSFER TO A WHOLLY-OWNED ENTITY.

If you are in full compliance with this Agreement, we will not unreasonably withhold our approval of a transfer to an entity which conducts no business other than the Restaurant (or other Friendly's Restaurants), which is actually managed by you and in which you maintain management control and own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding securities, provided that you guarantee, in accordance with our then current form, the performance of such transferee's obligations under this Agreement. Transfers of interests in such entity will be subject to the other provisions of this Section 13 and of Section 22.

F. YOUR DEATH, DISABILITY OR INCAPACITY.

In the event of the death, permanent disability or mental incapacity of you or any partner, member or shareholder of your entity, as the case may be, the legal representative of the deceased, disabled or incapacitated party, as the case may be, together with all surviving partners, members or shareholders, if any, must, within six (6) months of such death, disability or mental incapacity, jointly apply in writing to transfer this Agreement or the interest of the affected party in this

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Agreement, to such person or persons as the legal representative may specify and who meets our then-current qualifications for franchisees and whom we approve.

If the legal representative and all surviving partners, members or shareholders, if any, do not propose a transferee acceptable to us under the standards set forth in this Agreement within the period set forth above, or if no transfer of the interest will have been accomplished consistent with the provisions of this Section 13 within one (1) year from the date of death, disability or mental incapacity, this Agreement will terminate forthwith and all rights licensed hereunder will automatically revert to us. We will have the right and option, exercisable upon such termination, to purchase all furniture, fixtures, signs, equipment and other chattels at a price to be agreed upon by the parties or, if no agreement as to price is reached by the parties, at such price as may be determined by a qualified, independent appraiser approved by both parties, such approval not to be unreasonably withheld. We will give you notice of our intention to exercise this option no later than twenty-one (21) days prior to termination. If you do not object to proposed appraiser within twenty (20) days after our notice, such appraiser will be deemed approved by both parties.

If the deceased, disabled or incapacitated party is also the General Manager of the Restaurant, then during the interim period until a transfer of the interest under this paragraph 13.F has taken place, the legal representative and surviving partners, members or shareholders will operate the Restaurant through a successor General Manager who we have approved. If you fail to appoint a successor General Manager approved by us within ninety (90) days after the date of death, disability or mental incapacity of the General Manager we may terminate this Agreement after sending you a thirty (30) day written notice-to cure.

We may require a certified copy of an order of a court of competent jurisdiction over the estate of the deceased or incapacitated person, in which the legal representative or heir or legatee will be determined, and may rely on such certified copy for the purposes of this paragraph 13.F. If not furnished with such certified copy of a court order, or in the event of a legal contest, we may decline, without liability, to recognize the claim of a party to such interest. We will not be liable to any heir, next of kin, devisee, legatee, or legal representatives of a deceased or incapacitated person by reason of approval of a transfer of the interest to the surviving spouse or a child of the deceased, so long as such approval is not contrary to an order of a court of competent jurisdiction previously served on us.

G. EFFECT OF OUR CONSENT TO YOUR TRANSFER.

Our consent to a transfer of this Agreement, the License, the Restaurant and/or an interest in the Franchisee-entity will not constitute a waiver of any claims we may have against you (or your owners if you are an entity), nor will it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of this Agreement by the transferee.

14. CONDEMNATION AND CASUALTY.

You must give us immediate notice in writing of any fire or casualty at the Restaurant or of any proposed taking by eminent domain of the Restaurant or any means of access thereto or any portion of the Premises. If we determine that (i) it is impossible or economically unreasonable to rebuild the Restaurant on the Premises or (ii) the taking will have a material, sustained adverse impact on the operation of the Restaurant on the Premises (or whatever remains thereof), we will permit you to transfer the License to a nearby location that you select within six (6) months of the casualty or taking, as the case may be. If we approve the new location, and provided you are not in default of this Agreement, you must open a new restaurant at such approved location in accordance with our specifications within one (1) year of the closing of this Restaurant. The new restaurant will be deemed to be the Restaurant under this Agreement, for the balance of the term hereof.

Except for permanent closing authorized as stated above, if the Restaurant is damaged by fire or other casualty, you will expeditiously repair the damage. If the damage or repair requires closing the Restaurant, you will diligently repair or rebuild the Restaurant in accordance with our standards, commencing reconstruction no later than four (4) months after the fire or casualty, and completing reconstruction in order to reopen the Restaurant for continuous business operations in no event later than twelve (12) months after the fire or casualty. You will give us ample advance written notice of the date of reopening. If the Restaurant is not reopened in accordance with this Section 14, the License and this Agreement will terminate as prescribed in Section 17.

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Nothing in this Section 14 will extend the term of this Agreement, but you will not be required to pay us any Royalty Fees or Marketing Fund Fees for periods during which the Restaurant is closed by reason of condemnation or casualty.

15. FRANCHISEE'S RESTRICTIVE COVENANTS.

A. YOUR COVENANTS NOT TO COMPETE.

We have invested a substantial amount of time and money in developing the System, the Marks, and the Confidential Information and we would be unable to protect our System, the Marks, Confidential Information and trade secrets against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among us and our franchisees if prospective franchisees or franchisees were permitted to hold interests in or perform services for any competing business and that the following restrictions are reasonably required in order to protect our information, marketing strategies, operating policies and other elements of the System from unauthorized appropriation. Therefore, except for the operation of additional Friendly's Restaurants under licenses we grant you, you agree that (i) during the term of this Agreement, including any extension or renewal hereof, and (ii) for a period of two (2) years after expiration or termination of this Agreement, regardless of the cause of termination (hereinafter called the "Post-Term Period"), neither you nor any of your officers, directors, stockholders, members or partners, as the case may be, will own, maintain or otherwise have any direct or indirect or beneficial interest in or perform services as an officer, director, manager, employee or consultant or otherwise for any business which owns, operates, licenses, franchises or develops one or more food service establishments that are mid-scale priced, family style restaurants, including, but not limited to, Denny's, Shoney's, Big Boy, Country Kitchen, Bob Evans, Cracker Barrel, IHOP, Village Inn, Waffle House or similar establishments. Notwithstanding the above, any food service establishment, whether or not it is a mid-scale priced family style restaurant, will be deemed to violate this restriction if frozen desserts comprise five percent (5%) or more of gross sales as measured on any six (6) month basis, including, but not limited to, Dairy Queen, Swensen's, Carvel, Baskin-Robbins, Ben & Jerry's, TCBY or similar establishments. With respect to the Post Term Period, this restriction will apply to any such competing activities within the Trade Area of this Restaurant or any other Friendly's Restaurant operated by us or any other of our franchisees. The term "Trade Area" will mean the geographic area surrounding a restaurant from which it draws the majority of its customers, as we reasonably determine at the time, but in no event shall be less than a radius of three (3) miles from such restaurant. You acknowledge that the determination of the Trade Area is based on many factors, some of which are subjective, and that the Trade Area as described in this Agreement is reasonable under the circumstances.

With respect to the Post-Term Period, only, you may, upon written notice to us, seek arbitration, in accordance with Section 19 of this Agreement, of whether our determination of any Post-Term Trade Area is a reasonable restriction on your activities. In such event, the decision of the arbitrator will be final and binding upon the parties. You further agree that, if you request arbitration, you will not engage in competitive activities pending resolution of the dispute.

For purposes hereof, an indirect interest will be presumed to exist if such interest is that of the spouse or of a parent or child of another person, in addition to other forms of indirect or beneficial interests. Such restriction will not apply to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent five percent (5%) or less of the number of shares of that class of securities issued and outstanding.

This Agreement does not confer any rights of exclusivity on you with respect to your operation of a Friendly's Restaurant within the Trade Area and will not prevent us from placing another Friendly's Restaurant or other food service establishment within the Trade Area.

B. YOUR ADDITIONAL RESTRICTIVE COVENANTS.

For and during the term of this Agreement and for the Post Term Period defined above, neither you nor any of your officers, directors, stockholders, members or partners, as the case may be, will do any of the following:

(1) you will not divert or attempt to divert any business or customer of the Restaurant to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with our Marks and System; and/or

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(2) you will not offer to employ or employ any person who is then employed by us, our affiliates or any other Friendly's franchisee; and/or

(3) you will not directly or indirectly contest or aid in contesting our right, or the right of any of our prospective franchisees to obtain a building permit, zoning variance or other governmental approval required for the development of another location as a Friendly's Restaurant.; or

(4) you will not violate the restrictions contained in paragraphs 3.C. and 5.B. of this Agreement.

C. SCOPE AND APPLICABILITY.

The covenants contained in this Section 15 will be construed as severable and independent and will be interpreted and applied consistently with the requirements of reasonableness and equity. If all or any portion of a covenant in this Section 15 is held unreasonable or unenforceable by a court, arbitration panel or other agency having valid jurisdiction in a decision to which we are a party, you expressly agrees to be bound by any lesser covenant included within the terms of such greater covenant that imposes the maximum duty permitted by law, as if the lesser covenant were separately stated in, and made a part of, this Section 15. We will have the right, in our sole discretion, to reduce the scope of any covenant set forth in this Section 15, or any portion or portions thereof, without your consent, and you agree you will comply with any covenant as modified.

16. DEFAULT.

A. BY FRIENDLY'S.

We will have the right to cure any default under this Agreement for sixty (60) days after your written notice of such default is delivered pursuant to Section 21 hereof; provided, however that if such default cannot reasonably be cured within sixty (60) days, provided we commence to cure within sixty (60) days after your written notice is delivered and continue to diligently prosecute such cure to completion, we will not be deemed to be in breach hereunder.

B. BY FRANCHISEE.

You will be in default under this Agreement:

(1) If you become insolvent or make an assignment for the benefit of creditors, or if you file a petition in bankruptcy, or if such a petition is filed against and consented to by you or is not dismissed within thirty (30) days, or if you are adjudicated a bankrupt, or if a bill in equity or other proceeding for the appointment of a receiver or other custodian for your business or assets is filed and is consented to by you or is not dismissed within thirty (30) days, or if a receiver or other custodian is appointed, or if proceedings for composition with creditors under any state or federal law should be instituted by or against you, or if your real or personal property will be sold at levy thereupon by any sheriff, marshall or constable, or if you take action toward dissolving or liquidating the entity owning the License, or any such action is taken against you, without first complying with Section 13 of this Agreement;; or

(2) If you or any one of you or your shareholders, members or partners is convicted of or pleads guilty or "nolo contendere" to a felony, a crime involving moral turpitude, or any other crime or offense that we believe is injurious to the System, the Marks or the goodwill associated therewith, or if we have clear and convincing evidence that any of you committed such a felony, crime or offense; or

(3) If you permit the use of the Restaurant or Premises for any illegal or unauthorized purpose, including, without limitation, palming off or substitution of products under the Marks or any other marks; or

(4) If any other franchise agreement between you and us is terminated because of your default; or

(5) If you have made any material misrepresentation or omission in the application for the License or this Agreement or in any other material submitted to us on which we have relied in determining whether to grant you the License; or

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(6) If you suffer or permit any expiration or termination of a lease, foreclosure of any mortgage, fire, casualty, condemnation or other event the result of which prevents your continued, uninterrupted exclusive possession and occupancy of the Premises, except as otherwise provided in Section 14 of this Agreement; or

(7) If you fail to pay, perform, observe or comply with any of your duties and obligations under this Agreement; or if you fail to carry out in all respects your obligations under any lease, mortgage, equipment agreement, promissory note, conditional sales contract or other contract materially affecting the Restaurant, to which you are a party or by which your are bound, whether or not we are a party thereto.

C. YOUR CURE PERIODS.

The following cure periods will apply to your default under this Agreement:

(1) *No Cure Period.* No cure period will be available if you are in default under subparagraphs 16.B.(1) through 16.B.(6) above; or if you abandon the Restaurant; or if you intentionally underreport Net Sales, falsify financial data or otherwise commit an act of fraud with respect to your acquisition of this License or your rights or obligations under this Agreement. In addition, no cure period will be available for any default if you have received three (3) or more previous notices-to-cure for the same or a substantially similar default, whether or not you have cured the same, within the immediately preceding twelve (12) month period;

(2) *Cure on Demand.* You must cure on demand all "hazardous conditions" and remove and destroy on demand all "hazardous products" as set forth in paragraph 7.B.(6) and will cure any situation which poses an imminent risk to public health and safety as provided in paragraph 12.B.;

(3) *24 Hour Cure Period.* A twenty-four (24) hour cure period will apply to the violation of any law, regulation or government order relating to health, sanitation or safety; as provided in paragraph 12.B.(4), or if you cease to operate the Restaurant for a period of forty-eight (48) hours without our prior written consent (provided, however, that if you abandon the Restaurant, no cure period will apply);

(4) *Seven Day Cure Period.* A seven (7) day cure period will apply if you fail, refuse or neglect to pay when due any moneys owing to us, the Fund or our parent; or if you fail to maintain the insurance coverage set forth in paragraph 7.I. of this Agreement;

(5) *Thirty Day Cure Period.* Except as otherwise provided in this paragraph 16.B. you will have the right to cure any default under this Agreement within thirty (30) days after our written notice of default is delivered pursuant to Section 21 hereof, unless such default cannot reasonably be corrected within such thirty (30) day period and you undertake, within ten (10) days after such written notice is delivered to you, and continue efforts to bring the Restaurant and the Premises into full compliance, and furnish proof acceptable to us of such efforts and the date by which full compliance will be achieved; or

(6) *Statutory Cure Period.* If any statute of the state in which the Restaurant is located requires a cure period for a default that is longer than the applicable cure period specified in this paragraph 16.B., the longer statutory cure period will apply.

D. INTEREST AND COSTS.

If you fail to cure a default within the applicable time period following notice set forth in paragraph 16.C. above, whether or not the Agreement is terminated as a result of your default, you will pay us all damages, costs and expenses, including, without limitation, interest at one and one-half percent (1.5%) per month or the highest permissible rate, and reasonable collection fees, investigation costs and attorneys' fees incurred by us as a result of such default or termination. All such interest, damages, costs and expenses may be included in and form part of the judgment awarded to us in any proceedings brought by us against you or any of you.

17. TERMINATION.

If you fail to cure a default within the applicable period following notice set forth in subparagraphs 16.C.(1) through 16.C.(6) above, we may, in addition to all other remedies at law or in equity or as otherwise set forth herein, immediately

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terminate this Agreement and the License granted hereunder. Such termination will be effective immediately upon your receipt of our written notice of termination. Notwithstanding the foregoing, this Agreement will, to the extent not prohibited by law, terminate without our giving a notice of termination immediately upon the occurrence of any event described in paragraph 16.B.(1).

A. NO LIMITATION.

In any judicial proceeding in which the validity of termination is at issue, we will not be limited to relying on the reasons for termination which are set forth in any notice sent to you in accordance with Section 16 above.

B. YOUR RIGHT TO TERMINATE THIS AGREEMENT.

You may terminate this Agreement at any time by giving us at least twelve (12) months, but not more than fifteen (15) months, written notice, and complying with the liquidated damages provisions of paragraph 17.D. below.

C. RIGHTS ARE CUMULATIVE.

Our rights to terminate this Agreement are in addition to all rights or remedies available at law or in equity in case of any breach, failure or default, or threatened breach, failure or default, all of which rights and remedies will be cumulative and not alternative.

D. LIQUIDATED DAMAGES.

(1) Except as otherwise provided in this Agreement, if this Agreement and the License granted hereby are terminated under or by reason of any of the provisions of Section 16 of this Agreement, or by reason of your exercise of your right under paragraph 17.B above, you agree to promptly pay us (as liquidated damages for the loss of the benefit bargained for in this Agreement due to premature termination only, and not as a penalty or as damages for breaching this Agreement or in lieu of any other payment) a lump sum equal to the royalty fees and Marketing Fund contributions payable to us during the thirty-six (36) calendar months immediately preceding the termination. If the Restaurant will not have been open for thirty-six (36) months prior to termination, the monthly average of such payments during such shorter period will be multiplied by thirty-six (36) for purposes of determining liquidated damages. If there are fewer than thirty-six (36) months remaining in the term hereof, the amount that you agree to pay will be equal to the number of months remaining in the term of this Agreement multiplied by the average monthly royalty fees and Marketing Fund contributions payable to us during the thirty-six (36) months immediately preceding termination.

(2) If we cannot determine the amount you owe by reason of your failure to submit some or all of your Net Sales reports as required pursuant to paragraph 11.B. of this Agreement, you agree that we may estimate the Net Sales of your Restaurant for the applicable periods described above for the purpose of computing the amount payable to us by you under this paragraph 17.D.

(3) If we elect to and successfully obtain control and possession of the Premises and Restaurant, on terms and conditions satisfactory to us for the purpose of reopening the Restaurant, we will refund (or, if applicable, reduce our claim against you by) a prorata portion of the liquidated damages paid or due us pursuant to this paragraph 17.D. based upon the number of full months the Premises reopens for business as a Friendly's restaurant during the liquidated damage period following termination. Such credit will not apply for any period in which you continue to operate the Restaurant following termination, with or without our permission.

E. YOUR OBLIGATIONS UPON TERMINATION OR EXPIRATION.

Upon any termination or expiration of this Agreement, your License to use the Marks and the System and your right to operate the Restaurant under the Marks will immediately terminate, and:

(1) You must pay to us, within fifteen (15) days after termination or expiration or such later date on which the amounts due to us are determined, all sums owing or accrued from you to us, including but not limited to, royalty fees,

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Marketing Fund contributions, amounts owed for your purchases from us or our parent, subsidiaries and affiliates, predecessors, successors and assigns, interest due on any of the foregoing, and all other amounts owed to us or our parent, subsidiaries and affiliates under this Agreement or otherwise and any costs and expenses, including reasonable attorneys' fees, incurred by us by reason of your default; and

(2) You must immediately cease to operate the Restaurant and not directly or indirectly at any time or in any manner identify yourself or any business as a current or former Friendly's Restaurant, or as a franchisee or licensee of, or as otherwise associated with us, or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us. You must also return to us any and all resalable inventory of our Proprietary Products for which you will be compensated at the lower of their cost or market value;

(3) You must immediately and permanently cease to use, by advertising or in any other manner whatsoever, any feature or method associated with the System, any or all of the Marks or any colorable imitation thereof and any other trade secrets, confidential information, operating manuals, slogans, trade dress, signs, symbols or devices which are part of our System or are otherwise used in connection with the operation of the Restaurant. You agree that any unauthorized use of our trademarks, trade names, proprietary marks, and service marks after termination of this Agreement will constitute willful trademark infringement and will cause us irreparable harm; and

(4) You must immediately cease to use in any business or otherwise any of our Confidential Information which has been disclosed to, learned by or acquired by you. You must immediately return to us all copies of the Operations Manual and other Confidential Information in your possession (all of which you acknowledge to be our property), and will retain no copy or record of any of the foregoing, except your copy of this Agreement, any correspondence between the parties, and any other documents which you reasonably needs for compliance with any provision of law; and

(5) You must immediately remove from the Premises, and return to us (or with our consent, destroy) any and all signs, menus, fixtures, furniture, furnishings, equipment, advertising, materials, stationery supplies, forms or other articles that display or contain any Mark or that otherwise identify or relate to a Friendly's Restaurant;

(6) You must immediately remove all Marks that are affixed to uniforms and/or, at our direction, cease to use all uniforms that have been used in the Restaurant;

(7) You must, within five (5) days after termination or expiration, disconnect, withdraw and/or terminate any telephone listings and/or fictitious name registration containing the word "Friendly". Upon our written demand upon any termination, expiration or non-renewal of the License, you must assign to us any telephone number used in the operation of the Restaurant. You hereby appoint us as your attorney-in-fact to do any act necessary to effect the intent of this paragraph; and

(8) You must continue to comply with Section 15. of this Agreement, for the Post-Term Period specified therein. If you begin to operate any other business, wherever situated, you will not, in connection with such other business or the promotion thereof, any reproduction, counterfeit, copy or colorable imitation of any of our Marks or trade dress; and you will not utilize any designation of origin or description or representation which falsely suggests or represent an association or connection with Friendly's, whether or not it constitutes unfair competition.

(9) You must, at our request, either terminate or assign to us any website that identifies you as currently or formerly associated with us or that displays any Mark, as well as any domain name of such website or any of your domain names (collectively the "Domain Names"), and you acknowledge that, between Friendly's and Franchisee, Friendly's has the sole right to any Domain Name; and

(10) You must furnish to us within sixty (60) days after the effective date of termination or expiration, evidence satisfactory to us of your compliance with the foregoing obligations.

F. OUR RIGHTS AND REMEDIES UPON TERMINATION.

If you fail to take such actions as required above to our satisfaction within thirty (30) days of termination or expiration of this Agreement, you grant us the right to enter the Premises to remove all items bearing the Marks and take such actions as we deem necessary to de-identify the Restaurant from the System without committing any trespass or incurring any liability for such actions. You will be responsible for all costs and expenses that we incur in taking such actions.

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No right or remedy herein conferred upon or reserved to us is exclusive of any other right or remedy herein, or by law or equity provided or permitted, but each will be cumulative of every other right or remedy given hereunder. You agree that the existence of any claims against us, whether or not arising from this Agreement, will not constitute a defense to the enforcement by us of any provision of this Agreement.

Nothing in this Agreement precludes us from seeking any remedy under federal or state law for willful trademark infringement, including, without limitation, injunctive relief.

Because the Restaurant is one of many restaurants within the System that sell similar products and services to the public, you agrees that your failure to comply with the terms of this Agreement would cause irreparable damage to Friendly's and the System as a whole for which no adequate remedy at law may be available, including, without limitation, violations of standards, unhealthy, unsafe or unsanitary conditions, unauthorized use of the Marks and breaches under Section 17 of this Agreement. In the event of your breach or threatened breach of any of the terms of this Agreement, we will be forthwith entitled to an injunction restraining such breach and/or to a decree of specific performance, without showing or proving any actual damage or irreparable harm or lack of an adequate remedy at law, and without the requirement for the posting of bond, which bond you hereby waive, until a final determination is made by a court of competent jurisdiction. The foregoing remedy will be in addition to all other remedies or rights that you might otherwise have by virtue of your breach of this Agreement.

G. CONTINUING OBLIGATIONS.

All obligations of Friendly's and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

18. RENEWAL OF LICENSE.

You have no unilateral right to renew or extend this Agreement or to obtain a new license to operate the Restaurant in the System beyond the expiration date provided for in this Agreement. However, if you desire to obtain a new license upon the expiration of this Agreement, you must apply to us for a new license agreement at least ninety (90) days, but not more than twelve (12) months, before expiration of the term of this Agreement. Upon payment of the then current renewal fee, which will not exceed the then current Initial Franchise Fee, we will process your application and in accordance with our procedures, criteria and requirements regarding upgrading of facilities, credit, market feasibility, your history of defaults under this Agreement and related criteria then being applied by us in issuing new licenses to use the System. If you fulfill our upgrading and other then current requirements, we will grant you a new license in the form of agreement then in use by us. If you are granted a new license, you (and if you are an entity, your owners) will be required to execute, in a form satisfactory to us, a general release of any and all claims against us and our subsidiaries, affiliates, partners, successors and assigns, and our and their respective officers, directors, shareholders, partners, agents, employees, representatives and servants, including claims arising under this Agreement and federal, state and local laws, rules and regulations. If you are not granted a new license, we will return the renewal fee less expenses incurred in processing your application.

During the pendency of your application for the issuance of a new license, royalty fees and Marketing Fund contributions and other fees will be paid at the rate specified in this Agreement. Upon issuance of the new license agreement, all such fees must be paid at the rates specified in the new license agreement, which may be greater than the rates specified in this Agreement, effective as of the date this Agreement expires or expired, as the case may be.

19. ARBITRATION.

Except as otherwise specified in this Section 19, all controversies, claims or disputes between Friendly's and Franchisee, of whatever kind or nature, whether arising out of or relating to the negotiation, performance or breach of this or any other agreement or otherwise, must be settled by arbitration administered by the CPR Institute for Dispute Resolution ("CPR") under its Rules for Non-Administered Arbitration (collectively the "Rules"), except as herein expressly modified. This provision encompasses all causes of action, whether nominally a "claim", "counterclaim" or "cross-claim", and whether arising under common law or any state or federal statute. As used in this Section 19, the terms "Friendly's"

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"we" and "us" and "Franchisee" and "you" include, without limitation, the past and present employees, agents, representatives, officers, directors, shareholders, members, guarantors, sureties, parent corporations, subsidiary corporations, controlled affiliated entities, predecessors, successors and/or assigns of each party hereto. The parties intend that this provision be given the broadest possible interpretation by a court of law.

A. ELIGIBILITY AND PROCEDURES.

Arbitration must be initiated in accordance with the statute of limitations applicable to the cause of action asserted, or within the time set forth in paragraph 19.G.(5) below, if less. Any claim, controversy or dispute that is not initiated within the lesser period stated above will not be eligible for arbitration. Arbitration will be initiated as provided in CPR's Rule 3. Arbitration shall be by a single arbitrator selected under the Rules, provided however, that either party may elect, within 20 days after the notice of arbitration is received under Rule 3.2, to require a panel of 3 arbitrators selected under Rule 5.1. The arbitration proceedings, including without limitation all conferences, preliminary and dispositive hearings will be conducted in the city closest to our principal place of business (currently Springfield, Massachusetts), unless otherwise required by law or if all parties agree to another venue. The arbitrator(s) may issue such orders for interim relief as may be deemed necessary to safeguard the rights of the parties during the arbitration proceedings, but without prejudice to the ultimate rights of the parties, the final determination of the dispute or our right to seek equitable relief from a court of competent jurisdiction at any time during the term of the arbitration proceedings.

B. ENFORCEABILITY AND EFFECT.

Judgment on the award, including, without limitation, any interim award for interim relief, rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The binding or preclusive effect of any award will be limited to the actual dispute or claim arbitrated, and to the parties, and will have no collateral effect on any other dispute or claim of any kind whatsoever.

C. GOVERNING LAW.

The Federal Arbitration Act, 9 U.S.C. §§ 1-16, and related federal judicial procedure will govern this contract to the fullest extent possible, excluding all state arbitration law, irrespective of the location of the arbitration proceedings, the nature of the dispute between the parties or the nature of the court in which any related judicial proceedings may be brought. Except as provided in the preceding sentence respecting arbitration law, the resolution of all disputes between the parties bound hereunder, whether in tort and regardless of the place of injury or the place of the alleged wrongdoing or whether arising out of or relating to the parties' contractual relationship, will be governed by the law of the Commonwealth of Massachusetts without regard to conflict of law principles.

D. EXCEPTIONS TO ARBITRATION.

(1) *Our Exceptions*. Friendly's will have the option to litigate any one or more of the following causes of action and will exercise said option by filing a complaint in any court of competent jurisdiction:

(a) The enforcement of an obligation to pay money to Friendly's under an express term of any agreement;

(b) Any action based upon an allegation of intentional underreporting of Net Sales by Franchisee;

(c) Any action for declaratory or equitable relief, including, without limitation, seeking of preliminary and/or permanent injunctive relief, specific performance, other relief in the nature of equity or any action in equity to enjoin any harm or threat of harm to Friendly's goodwill, Marks or its tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder; or

(d) any action in ejectment or for possession of any interest in real or personal property.

(2) *Your Exception*. Franchisee will have the option to litigate any action for declaratory or equitable relief, including, without limitation, seeking of preliminary and/or permanent injunctive relief, specific performance, other relief

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in the nature of equity or any action in equity to enjoin any harm or threat of harm to Franchisee's interests, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder.

(3) If Friendly's litigates any cause of action pursuant to subparagraph 19.D.(1) above, Franchisee will not file any counterclaim, cross-claim, offset claim or the like against Friendly's in the litigation, unless Franchisee expressly waives the right to a trial by jury and any and all claim(s) for punitive, multiple and/or exemplary damages. Otherwise, Franchisee must submit each such counterclaim, cross-claim, offset claim or the like to arbitration, if then available pursuant to this Section 19.

(4) Disputes concerning the validity or scope of this Section 19 (Arbitration), including, without limitation, whether a dispute is subject to arbitration hereunder, will be within the authority of the arbitrator(s).

E. WAIVER OF RIGHTS.

The parties hereto and each of them knowingly, voluntarily and intentionally agree as follows:

(1) Each party expressly waives any and all rights to a trial by jury; and

(2) Each party expressly waives any and all claims for punitive, multiple and/or exemplary damages, except that Friendly's is free at any time to bring an action for willful trademark infringement and, if successful, to receive an award of multiple damages as provided by law; and

(3) Each party expressly agrees that no party may recover damages for economic loss attributable to negligent acts or omissions, except for conduct which is determined to constitute gross negligence or an intentional wrong; and

(4) Each party expressly agrees that in the event of any final adjudication or applicable enactment of law that punitive, multiple and/or exemplary damages may not be waived, any recovery by any party in any forum will never exceed two (2) times actual damages, except for an award of multiple damages to Friendly's for willful trademark infringement, as provided by law; and

(5) Any and all claims and actions arising out of or relating to this Agreement, or the relationship of Friendly's and Franchisee, or Franchisee's operation of the Restaurant, brought in any forum by any party hereto against another, must be commenced within **two (2) years** after the discovery of the facts giving rise to such claim or action, or such claim or action will be barred.

F. NO CLASS ACTIONS.

No party will initiate or participate in any class action litigation claim against any other party bound hereby.

G. REPLACEMENT.

If CPR or a successor to CPR is at any time not available to arbitrate a dispute under this Section 19, the parties agree to use the American Arbitration Association as the replacement forum for arbitration.

H. POST-TERM APPLICABILITY.

The provisions of this Section 19 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement, however effected.

20. ENFORCEMENT.

A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.

Except as expressly provided to the contrary, each section, paragraph, term and provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any such provision of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which we are a party, that ruling will

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not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise enforceable, all of which will continue to be given full force and effect and bind the parties to this Agreement, although any portion held to be invalid will be deemed not to be a part of this Agreement from the date the time for appeal expires, if you are a party thereto, or otherwise upon your receipt of a notice of non-enforcement thereof from us. To the extent that any provision of subparagraph 13.D.(12) or paragraph 15.A. is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but could be made enforceable by reducing any or all thereof, you and we agree that such provisions will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement than is required under this Agreement, or the taking of some other action not required under this Agreement, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure we prescribe is invalid or unenforceable, the prior notice and/or other action required by such law or rule will be substituted for the comparable provisions of this Agreement, and we will have the right, in our sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. You agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is contained within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement, or any specification, standard or operating procedure that we prescribe, any portion or portions which a court may hold to be unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order. Such modifications to this Agreement will be effective only in such jurisdiction, unless we elect to give them greater applicability, and will be enforced as originally made and entered into in all other jurisdictions.

B. WAIVER OF OBLIGATIONS.

You and we may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Any waiver granted by us will be without prejudice to any other rights we may have, will be subject to continuing review by us, and may be revoked, in the good faith exercise of our sole discretion, at any time and for any reason, effective upon delivery to you of ten (10) days' prior written notice. You and we will not be deemed to have waived or impaired any right, power, or option reserved by this Agreement (including, without limitation, the right to demand strict compliance with every term, condition, and covenant herein, or to declare any breach thereof to be a default and to terminate the License prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof; any failure, refusal, or neglect by you or us to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder.

C. FORCE MAJEURE.

Neither you nor we will be liable for loss or damage or deemed to be in breach of this Agreement if a failure to perform particular obligations results from: (i) transportation shortages, inadequate supply or unavailability from the manufacturers or suppliers of equipment, merchandise, supplies, labor, material, or energy, or the voluntary surrender of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations, or instructions of any federal, state, or municipal government or any department or agency thereof; (ii) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof; (iii) acts of God; (iv) fires, strikes, embargoes, war or riot; or (v) any other similar event or cause.

Any delay resulting from any of such causes will extend the time for performance or excuse performance, in whole or in part, as may be reasonable, except that such causes will not excuse payments of amounts owed at the time of such occurrence or payment of any amounts due thereafter.

D. INJUNCTIVE RELIEF.

You agree that we will have the right to preliminary injunctive relief to restrain any conduct by you in the development or operation of the Restaurant that could materially damage the goodwill associated with the System, the

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Marks and Friendly's Restaurants. We will not be required to post a bond to obtain injunctive relief, your only remedy if an injunction is entered against you will be the dissolution of that injunction, and you will not have any right to recover damages for wrongful entry of such an injunction.

E. RIGHTS OF PARTIES ARE CUMULATIVE.

Your and our rights under this Agreement are cumulative and no exercise or enforcement by you or us of any right or remedy hereunder will preclude the exercise or enforcement by you or either of us of any other right or remedy hereunder or which you or we are entitled by law to enforce.

F. COSTS AND ATTORNEYS' FEES.

In any proceeding by either party to enforce or interpret any provision of this Agreement, or appeal thereof, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses, including but not limited to, reasonable accounting and attorneys' fees. Attorneys' fees shall include, without limitation, reasonable legal and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to or in preparation for or in contemplation of the filing of any written demand or claim, action, hearing or proceeding. In any such proceeding involving more than one allegation, issue or provision of this Agreement under circumstances where neither party prevails on all allegations or issues, the presiding court or other body may apportion costs and expenses between the parties.

G. VENUE AND JURISDICTION.

Subject to the provisions of Section 19 above, you agree that (i) we may institute any action against you to enforce the provisions of this Agreement in any state or federal court of competent jurisdiction in the state and county in which our principal place of business is then located and you irrevocably submit to the jurisdiction and venue of such courts and waive any objection you may have to either the jurisdiction or venue of such courts and (ii) any action brought by you to enforce any provision of this Agreement will be brought and maintained only in a state or federal court of competent jurisdiction in such county and state.

H. BINDING EFFECT.

This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest, and will not be modified except by written agreement signed by both you and us.

I. INTERPRETATION.

The preambles and exhibits are a part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between Friendly's and the Franchisee relating to the subject matter of this Agreement except for the Commitment Agreement and Development Agreement, certain portions of which survive the execution and delivery of this Agreement. In the event of a conflict between this Agreement and the Commitment Agreement or Development Agreement (if applicable), the provisions of this Agreement will control. This Agreement may be modified only by a writing signed by both you and us. Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto. Except where this Agreement expressly obligates Friendly's to reasonably approve or not unreasonably withhold its approval of any action or request by the Franchisee, Friendly's has the absolute right to refuse any request by the Franchisee or to withhold its approval of any action or omission by the Franchisee. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit, or construe the contents of such sections or paragraphs. The term "attorneys' fees" will include, without limitation, reasonable legal fees, whether incurred prior to, in preparation for or in contemplation of the filing of any written demand or claim, action, hearing or proceeding, including appellate proceedings, to enforce the obligations of this Agreement. The term "family member" as used herein refers to parents, spouses, offspring and siblings, and the spouses of parents and siblings. The term "affiliate" as used herein means any person or entity that directly or indirectly owns or controls, or is owned or controlled by, or is under common ownership or control with, another person or entity. References to a "controlling interest" in the Franchisee will mean fifty percent (50%) or

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more of the voting control of the Franchisee or such lesser percentage that may have the power to control the management and affairs of the Restaurant or the Franchisee. The term "Franchisee" as used herein is applicable to one or more persons, a corporation or a partnership or other entity, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two or more persons are at any time the Franchisee hereunder, whether or not as partners or joint venturers, their obligations and liabilities to Friendly's will be joint and several. This Agreement may be executed in counterparts, each of which will be deemed an original.

J. TIME.

Time is of the essence of this Agreement.

21. NOTICES AND PAYMENTS.

All written notices and reports permitted or required to be delivered hereunder will be deemed so delivered at the time delivered by hand, the day of transmission by facsimile or other electronic system, with a copy sent by an overnight commercial courier service one (1) business day after being placed in the hands of a commercial courier service for overnight delivery, or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified. All payments and reports required by this Agreement will be directed to Friendly's at the address notified to the Franchisee from time to time, or to such other persons and places as Friendly's may direct from time to time. Any required payment or report not actually received by Friendly's during regular business hours on the date due (or postmarked by postal authorities at least two (2) days prior thereto) will be deemed delinquent.

22. PROVISIONS APPLICABLE IF FRANCHISEE IS AN ENTITY.

You may be a sole proprietorship or organized as a general partnership, corporation or limited liability company. You may not be a limited partnership, trust or other entity we have not specifically authorized herein or approved in writing.

A. IF YOU ARE A CORPORATION.

You represent, warrant and agree that (i) you are organized under the laws of the state set forth at your signature below, (ii) your charter provides that your activities are limited to developing and operating Friendly's Restaurants, (iii) you are and will remain duly organized and in good standing during the term of this Agreement, (iv) each of your stock certificates has and will have conspicuously endorsed upon it a statement that any assignment or transfer thereof is subject to all restrictions imposed upon transfers by this Agreement;, (v) all your shareholders must enter into a written agreement, in a form satisfactory to us, to jointly and severally guaranty the full payment and performance of the corporation's obligations to Friendly's and to assume all personal obligations required of partners, members and/or shareholders contained in this Agreement; and (vi) no new shares of your common or preferred voting stock will be issued to any person, persons, partnership, association, LLC or corporation without obtaining our prior written consent pursuant to Section 13 of this Agreement. You will at all times maintain a current list of all owners of record and all beneficial owners of any class of your voting stock and you will furnish the list to us upon request. You agree to complete and execute, from time to time upon our request, a Certificate of Resolution in form as attached hereto as Exhibit C-1.

B. IF YOU ARE A LIMITED LIABILITY COMPANY.

You represent, warrant and agree that (i) you are a limited liability company ("LLC") organized under the laws of the state set forth at your signature below, (ii) your Operating Agreement provides that your activities are limited to developing and operating Friendly's Restaurants, (iii) you are and will remain duly organized and in good standing during the term of this Agreement, (iv) your Operating Agreement provides that any assignment or transfer of membership interests in the LLC is subject to all restrictions imposed upon transfers by this Agreement; (v) all your members must enter into a written agreement, in a form satisfactory to us, to jointly and severally guaranty the full payment and performance of the LLC's

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obligations to Friendly's and to assume all personal obligations required of partners, members and/or shareholders contained in this Agreement and (vi) no new membership interest(s) in the LLC will be created for, issued or granted to any person, persons, partnership, association LLC or corporation without obtaining our prior written consent, pursuant to Section 13 of this Agreement. You will at all times maintain a current list of all your members of record and you will furnish the list to us upon request. You agree to complete and execute, from time to time upon our request, a Certificate of Authority and Incumbency in form as attached hereto as Exhibit C-2.

C. MANAGING OWNER.

You represent and warrant that your Managing Owner designated in Exhibit C presently has and will have, throughout the term of this Agreement, the authority to bind you in any dealings with us, our parent, subsidiaries and affiliates and to direct any action necessary to ensure compliance with this Agreement and any other agreements relating to the Restaurant, Premises and License. You agree to furnish us with such evidence as we may from time to time request. We may fully rely upon these representations and warranties until such time as you notify us in writing of a change of your Managing Owner. No change in the Managing Owner may be made without prior written notice to us. If you wish to change your Managing Owner, we must approve your proposed new Managing Owner pursuant to our then-current criteria for Managing Owners. If your Managing Owner dies or becomes disabled or incapacitated, you must, within sixty (60) days thereafter, name a new Managing Owner approved by us pursuant to our then current criteria for Managing Owners.

23. ACKNOWLEDGEMENTS.

Contemporaneously with your execution of this Agreement, you have carefully reviewed and executed the Disclosure Acknowledgment Statement attached to and incorporated into this Agreement as Exhibit A.

You acknowledge that, due to the length of time we have been granting licenses to operate Friendly's Restaurants or other food service concepts using the Marks, there is more than one form of license agreement in effect between us and our various franchisees and that such agreements contain provisions that may be materially different from the provisions contained in this Agreement and that you are not entitled to rely on any provision of any other such agreement, whether to establish course of dealing, waiver, estoppel or for any other purpose.

You acknowledge receiving a copy of this Agreement, the attachments hereto, and agreements relating hereto, if any, at least five (5) business days before the date you sign this Agreement. You further acknowledge receiving our Uniform Franchise Offering Circular on or before the date of your first personal meeting with us, and no less than ten (10) business days before the date you execute this Agreement.

[SIGNATURE PAGE FOLLOWS]

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The Undersigned Franchisee hereby grants Friendly's the right to inspect the records of any of Franchisee's suppliers and distributors of raw materials, food products, supplies and equipment and hereby authorizes such parties to release to Friendly's records of the Franchisee's purchases and deliveries, by electronic transfer or otherwise, at such times and places as Friendly's may from time to time reasonably request.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the Agreement Date.

FRIENDLY'S RESTAURANTS FRANCHISE, INC.
a Delaware corporation

Attest:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

The parties expressly acknowledge their understanding of the waiver of rights set forth in Section 19 of this Agreement.

FRANCHISEE
Entity: _____
organized under the laws of the state of
_____

Attest:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Witness:

_____

_____

_____

Individually:

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

FRF-12.6.2001

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EXHIBIT A
TO THE FRANCHISE AGREEMENT
BETWEEN
FRIENDLY'S RESTAURANTS FRANCHISE, INC.
AND

_____

Dated: _____, 2001

DISCLOSURE ACKNOWLEDGMENT STATEMENT

FRIENDLY'S RESTAURANTS FRANCHISE, INC. ("we" or "us") through the use of this Disclosure Acknowledgment Statement, desires to ascertain that _____ ("you") fully understand and comprehend that your execution of this Franchise Agreement for a License to own and operate a Friendly's Restaurant (the "Restaurant") is a business decision, complete with its associated risks, and that it is our policy to verify that you are not relying upon any oral or written statements, representations, promises or assurances or visual observations relating to a Friendly's Restaurant which have not been authorized by us.

1. You recognize and understand that business risks, which exist in connection with the ownership, development and operation of any business, make the success or failure of the Restaurant subject to many variables, including such factors as your skills and abilities, competition, interest rates, the economy, inflation, store location, operation, labor and supply costs, lease terms and costs, the market place and others. You acknowledge that you have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that the success of the venture involves substantial business risk and will be primarily dependent upon your ability as an independent business person. You hereby acknowledge your willingness to undertake these business risks.

2. You acknowledge that you have received and had the opportunity to personally read and review, and that you comprehend and understand this Franchise Agreement. You acknowledge that we have permitted you ample time and opportunity to consult with advisors of your own choosing about the potential benefits and risks associated with the operation of a Friendly's Restaurant and of entering into this Franchise Agreement. You also acknowledge that you have received and read carefully, and that you understand, the Uniform Franchise Offering Circular (the "Offering Circular") prepared by us, and that we have not made any oral, written or visual claims, representations, promises, agreements, contracts, commitments, understandings or statements which contradict or are inconsistent with and not contained in the Offering Circular, except as follows (if no exceptions, write "None" and initial):

_____
_____
_____
_____
_____
_____
_____
_____

3. You agree and acknowledge that your decision to enter into this business and undertake the risks inherent therein is in no manner predicated upon any oral, written or visual representations, assurances, warranties, guarantees or promises made by us or any of our directors, officers, employees or agents (including any broker) as to the likelihood of success of the Restaurant.

4. We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any information, representations, warranties, guarantees, inducements, promises or agreements, express or implied, orally or otherwise, from us or any of our directors, officers, employees or agents (including any broker)

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concerning the actual, average, projected or forecasted sales, revenues, profits, earnings or likelihood of success that you might expect to achieve from operating a Friendly's Restaurant, that are contrary to the statements made in the Offering Circular, except as follows (if no exceptions, write "None" and initial): _____

_____
_____
_____
_____
_____
_____

5. We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any promises, agreements, contracts, commitments, representations, understandings, "side deals" or other assurances, express or implied, orally or otherwise, that we have made to or with you with respect to any matter regarding advertising, marketing, television, radio or other media support, site location, market penetration, or training, operating and support assistance or other services, that are contrary to the statements made in our Offering Circular, except as follows (if no exceptions, write "None" and initial):

_____
_____
_____
_____
_____

6. You acknowledge that you have evaluated on your own and have made an independent investigation of the site for the Restaurant and the lease or purchase agreement for the site. You acknowledge that you bear primary responsibility for selecting the site for the Restaurant and for negotiating the terms and conditions of your lease or purchase agreement for the site.

7. You acknowledge that, although we have provided you with the plans and specifications for the Restaurant, have specified certain furniture, fixtures and equipment for the Restaurant, and have certain rights of review and/or approval under our Franchise Agreement with you, that you have not received or relied upon, and we have not made, any warranty whatsoever, of the Restaurant or the plans, specifications, furniture, fixtures and equipment. You acknowledge that it is your sole responsibility to insure that the Restaurant's construction or conversion remodeling complies with any and all applicable laws, codes or regulations. You acknowledge that you are solely responsible for, and that we will have no liability or obligation, whatsoever, with respect to the plans, the construction or the conversion remodeling of the Restaurant except to the limited extent contained in the Construction Management Agreement between us, if applicable.

8. You understand that the Franchise Agreement is non-exclusive and that we or another franchisee may open one or more Friendly's Restaurants, or other food service establishments, near your Restaurant.

FRANCHISEE:

By: _____
Name: _____
Its: _____

Individually:

_____
_____
_____
_____

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EXHIBIT B

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

This Guaranty is from the undersigned officers, directors or owners of the Franchisee under the Franchise Agreement (the "Agreement") dated the date hereof between **FRIENDLY'S RESTAURANTS FRANCHISE, INC.** ("Friendly's") and _____ (the "Franchisee").

In consideration of and as an inducement to the execution of the Agreement by Friendly's, each person signing this Guaranty hereby personally and unconditionally, jointly and severally: (i) guarantees to Friendly's and its successors and assigns that the Franchisee will punctually pay when due all amounts required to be paid under the Agreement and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (ii) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement.

Each of the undersigned waives: (i) acceptance and notice of acceptance by Friendly's of the undersigned's obligations under this Guaranty; (ii) notice of demand for payment of any indebtedness or nonperformance of any obligation guaranteed by the undersigned; (iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by the undersigned; (iv) any right the undersigned may have to require that an action be brought against the Franchisee or any other person as a condition of the undersigned's liability; and (v) all other notices and legal or equitable defenses to which the undersigned may be entitled in the undersigned's capacity as guarantor.

Each of the undersigned consents and agrees that: (i) the undersigned's direct and immediate liability under this Guaranty will be joint and several; (ii) the undersigned will make any payment or render any performance required under the Agreement upon demand if the Franchisee fails or refuses punctually to do so; (iii) the undersigned's liability will not be contingent or conditioned upon Friendly's pursuit of any remedies against the Franchisee or any other person, including any other guarantor; (iv) the undersigned's liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Friendly's may from time to time grant to the Franchisee, any guarantor or to any other person, including, for example, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; (v) the undersigned's liability will not be diminished, relieved or otherwise affected by any amendment or modification to the Agreement and (vi) this Guaranty will continue and be irrevocable during the term of the Agreement and, as to those provisions of the Agreement that survive its termination or expiration, after its termination or expiration.

This Guaranty shall be governed by, and construed under, the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law principles.

WITNESS:	**GUARANTOR(S):**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Dated: _____

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EXHIBIT C-1

CERTIFICATE OF CORPORATE RESOLUTION

The undersigned officers hereby certify that they are the duly elected and acting officers of _____ (the "Corporation") and that the following is a true and correct copy of the resolutions adopted by the Board of Directors of the Corporation at a meeting duly called and held, at which meeting a quorum was present and acting throughout and that such resolutions have not been rescinded or modified and are now in full force and effect:

> "RESOLVED, that this corporation enter into agreements with Friendly's Restaurants Franchise, Inc. and/or its parent, affiliates or subsidiaries, as are necessary and proper to acquire an interest in the Friendly's Restaurant located at _____.
>
> "FURTHER RESOLVED, that any one of the officers of the corporation is authorized and directed to execute said agreements on behalf of this corporation, and to approve any modifications, extensions, amendments or terminations of said agreements as any said officer may deem to be in the best interests of the corporation, notwithstanding the fact that such documents as amended, modified, terminated or extended may differ from those presented at this meeting."

We further certify that there is no provision in the Charter or By-Laws of the Corporation that limits the power of the Board of Directors to adopt the foregoing resolutions, and that the same are in conformity with the provisions of said Charter and By-Laws.

We further certify that the Corporation is duly organized under the laws of the state of _____ and the Corporation currently has issued and outstanding a total of _____ shares of its capital stock, and all of the owners of stock and the number of shares owned by each are as follows:

Print or Type Shareholder's Name	Social Security No.	Number of Shares Owned

⇒ Attach an additional sheet, if needed. The sum of shares must equal the total stated above.

We further certify that the following list sets forth the current Directors of the Corporation:

⇒ print or type names of Directors above.

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We further certify that the Corporation's federal tax identification number (FEI) is _____.

We further certify that the "Managing Owner" designated by the Corporation pursuant to Section 22 of the Franchise Agreement is:

Print or Type Name:	Title:	Signature of Managing Member:
_____	_____	_____

We further certify that each of the Corporation's stock certificates has conspicuously endorsed thereon the following statement:

> "The shares represented by this certificate are held subject to restrictions imposed on transfers by a certain Franchise Agreement between the corporation and Friendly's Restaurants Franchise, Inc."

IN WITNESS WHEREOF, we have hereunto each subscribed our name under the penalties of perjury on or as of the date of this Franchise Agreement.

The following are names and official signatures of the present officers of the Corporation:

Print or Type Name:	Signature of Officer:	
_____	President	_____
_____	Treasurer	_____
_____	Secretary (Clerk)	_____
_____	Vice President	_____
_____	Vice President	_____

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EXHIBIT C-2

CERTIFICATE OF AUTHORITY AND INCUMBENCY BY MEMBERS OF A LIMITED LIABILITY COMPANY

The undersigned individuals hereby certify that we are all of the members of _____, a Limited Liability Company ("LLC") duly organized under the laws of the state of _____;

We further certify that the following member (the "Managing Member") is authorized to execute, on behalf of the LLC, any agreements with Friendly's Restaurants Franchise, Inc. and/or its parent, affiliates or subsidiaries (collectively "Friendly's"), as are necessary and proper to acquire an interest in the Friendly's Restaurant located at _____.
We further certify that the Managing Member is authorized to make such modifications, extensions, amendments or termination of said agreements as the member may at any time deem to be in the best interest of the LLC and that there is no provision of the LLC's Organization Agreement which limits the power of the Managing Member to bind the LLC to contracts with Friendly's.

The name and specimen signature of the Managing Member of the LLC is as follows:

Print or Type Name: _____ Signature of Managing Member: _____

Friendly's may rely upon this authorization until such time as the LLC submits and Friendly's approves a successor Managing Member.

We acknowledge that any transfer of an interest in the LLC is subject to all restrictions imposed on transfers by the Friendly's License Agreement.

We further certify that the LLC's federal tax identification number (FEI) is _____

We further certify that the members own the percentage interest in the LLC stated below:

IN WITNESS WHEREOF, we have hereunto each subscribed our name under the penalties of perjury on or as of the date of this Franchise Agreement.

MEMBER: (type or print name)	% INTEREST:	SIGNATURE:
_____ ssn: _____	_____ %	_____
_____ ssn: _____	_____ %	_____
_____ ssn: _____	_____ %	_____
_____ ssn: _____	_____ %	_____
_____ ssn: _____	_____ %	_____

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EXHIBIT D

SOFTWARE LICENSE ADDENDUM

This Exhibit "D" sets forth the terms, covenants and conditions under which we will make available to you the following proprietary computer programs (hereinafter individually and collectively, depending on context, referred to as the "Product"):

Fisher Point of Sale Software
Xcellenet Communications Software

Grant of License. We have developed or obtained the rights to use and license you to use the Product. We hereby grant you the non-exclusive, non-assignable, limited right to use the Product on the computer system located in your Restaurant. The Product may not be used at any location other than the Restaurant, however, we may from time to time grant you additional licenses to use the Product at other Friendly's Restaurants. The Product may not be used for any purpose other than to support your operation of the Restaurant.

Support.

A. Installation and Start-Up: We will provide you assistance with the installation of the Product on your computer system at the Restaurant under whichever one of two options you select:

Option One: Our personnel will spend up to five (5) days providing training to your designated training team (not to exceed four people) at your Restaurant, at no charge. If additional days are needed beyond the five days, you will pay for our trainers' cost and expenses, at reasonable rates; or

Option Two: We will develop and present to you a proposed comprehensive training plan for your Restaurant staff (not to exceed sixty {60} people). If you accept the proposal, our personnel will execute this customized and more extensive training program at your cost, as established in the proposal.

B. Ongoing Operation: We will not provide you ongoing services to support your operation of the Product. However, if you elect to enter into our separate software maintenance agreement, certain support services for the Product will be provided under the term thereof. The maintenance agreement will be renewable on an annual basis at the mutual discretion of Franchisee and Friendly's. If you have a maintenance agreement in effect with us at the time, Friendly's may from time to time, as and when they become available, provide you updated versions of or enhancements to the Product, and you agree to install and use such later versions or enhancements, subject to the terms of this Agreement.

C. Term. The license hereby granted is effective as of the date hereof and shall terminate upon the earlier of (a) any termination or expiration of this Franchise Agreement or (b) our delivery of notice to you that further use of the Product is no longer legally authorized. Upon any termination of this license, you will (i) cease all use of the Product, (ii) cause the Product to be completely erased from your computer system hard-drive and all other disks or other storage medium, including all backup copies, (iii) promptly return the Product to us, including all documentation and copies thereof, and (iv) certify to us that you have complied with the obligations of this Section 3, within fifteen (15) business days after termination. You may terminate this license at any time by ceasing to use the Product and complying with the steps set forth in the preceding paragraph.

D. Fee. The one-time license fee for use of the Product is one thousand eight hundred dollars ($1,800.00) due and payable upon signing this Agreement.

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E. Ownership of the Product: We own the Product, or are otherwise authorized to make the Product available to you, and we warrant that we have full and complete authority to grant this license to you. You acknowledge that the Product is a valuable trade secret and your rights under this license are subject to the provisions of Section 5 of this Franchise Agreement.

F. Warranty; Exclusion of Warranties. We warrant that the Product will function in accordance with the specifications contained in our authored documentation we deliver to you, so long as you use a Friendly's-supported version of the Product.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO A WARRANTY OF THE PRODUCT'S MERCHANTABILITY OR A WARRANTY OF THE PRODUCT'S FITNESS FOR A PARTICULAR PURPOSE. NEITHER FRIENDLY'S, THE AUTHOR OR THE OWNER OF THE PRODUCT HAS MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE OR RESULTS FRANCHISEE MAY OBTAIN BY USING THE PRODUCT.

In the event of a significant malfunction of the Product, provided you promptly notify us of the same, we will use all commercially reasonable efforts to correct any fault occurring in the Product or replace the Product with a comparable substitute, except for faults caused by the intentional or negligent acts of Franchisee or Franchisee's employees or independent contractors, or by the malfunction of Franchisee's computer system.

Provided that you are not in default of this Agreement during the term of this license, we will defend you against any claim or suit brought against you based on a claim that your use of the Product infringes any third party patent, copyright or other proprietary right, provided that we are promptly notified of such claim or suit and you have given us full authority, information and assistance in the defense thereof. We will not be responsible for fees or costs of counsel you retain, or for any settlement you make without our prior written consent.

Provided that you are not in default of this Agreement, in the event we receive notice of your alleged infringement of a third party's rights or if your use of the Product is prevented by an injunction based on alleged infringement of a third party's rights, we may, at our option, (a) obtain the rights to continue using the Product, (b) substitute other suitable software, or (c) modify or obtain modifications to the Product to ensure it is no longer infringing. If none of the above options are reasonably available, in our discretion, upon our written notice, you agree you will cease using the Product and comply with Section 3 of this Exhibit "D", in which event we will refund to you the license fee you paid under this Exhibit "D".

G. Hold Harmless and Indemnity. You acknowledge that you have read the description of the Product's features and capabilities, and have participated in one or more demonstrations of the Product's capabilities, and that you have exercised your independent judgment in making your decision to acquire the license to use the Product. You hereby waive and relinquish any claim of any sort against us or our officers, directors, partners, employees or representatives, or against the author or owner of the Product regarding the failure of the Product to perform in a manner you expected or produce the results you anticipated. You agree to indemnify and hold harmless Friendly's, the author and the owner of the Product from any claims, demands, losses and expenses, including attorney fees and court costs, including such costs on appeal, from any third party resulting from any loss, destruction, unauthorized access or misappropriation of programs, information or data stored on the computer on which the Product is installed or to which any such computer may have access.

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H. Limitation of Liability. In no event will Friendly's, the author or the owner of the Product be liable, whether based on breach of warranty or contract, in tort or strict liability or otherwise, for (a) any damages arising from performance or nonperformance of the Product, (b) any lost profits, loss of use, or other consequential or incidental damages, even if Friendly's, the author or the owner of the Products have been advised of the possibility of such damage, or (c) any claim against you by any other party, except as provided for in Section 5 with respect to infringement of the rights of others. In no event will our liability for any cause related to the Product exceed the license fee you paid to us pursuant to this Exhibit "D".

I. Documentation. We will provide you with all documentation required to operate the Product effectively. All material, both written and otherwise, furnished you by Friendly's, the author or the owner of the Product, will remain the property of the provider thereof, and you agree to save and preserve any such material except those that may be consumed in the normal course of business operations.

J. Modifications to Product. You agree not to modify, amend, add to, decompile, disassemble, reverse engineer or otherwise alter the Product or the menu or menus of the Product. You agree not to alter or remove any copyright notice or other notice of proprietary interest of Friendly's, the author or the owner of the Product. You agree not to use the Product in connection or combination with software not provided or approved by us for use with the Product.

Initial:	Initial:
Franchisee:	Friendly's:
_____	_____

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EXHIBIT E

SPECIAL TERMS AND CONDITIONS APPLICABLE TO FRANCHISEE'S CONSTRUCTION AND OPENING OF A NEW RESTAURANT

You intend to build a new Friendly's® Restaurant at the Premises set forth in Item A of the Contract Data Schedule of this Agreement. In order to achieve reasonable uniformity in the System, the Restaurant must be constructed (or remodeled for conversion, as the case may be), furnished and equipped in strict compliance with our standards, specifications, procedures and requirements, including our generic, prototypical plans and specifications for the building design and configuration approved for the Premises (collectively, our "Requirements"). In order to facilitate your obtaining financing and other needed resources, we have elected to enter into this Franchise Agreement prior to having the opportunity to ensure that the Restaurant has been built in accordance with all of our Requirements. Accordingly, you acknowledge and agree that your right to commence operations of your Restaurant under the terms of this Agreement is subject to the condition that you will strictly comply with all of our Requirements and procedures, as set forth in both your Development Agreement and this Agreement. You further agree not to open the Restaurant for business until we authorize you in writing to do so. In consideration of our conditional grant of a franchise to you for the Premises, you hereby agree as follows:

Net Worth and Liquidity Requirements. Until the Restaurant opens for business at the Premises, you agree you will maintain and preserve your Net Worth, (defined as the excess of your assets, excluding homes, furnishings and automobiles and any intangibles such as goodwill, over your liabilities) at or above the Net Worth you represented to us in the financial statements you submitted to us in connection with your approval as franchisee.

Real Estate Control. If, twelve (12) months after the date of this Agreement, (a) you have failed to obtain possession of the Premises by purchase or lease, or (b) you have failed to obtain all necessary permits, licenses and local governmental approvals needed to commence construction and operation of the Restaurant at the Premises, we will have the right to terminate this Franchise Agreement by written notice to you, upon the occurrence of which, all rights and obligations hereunder shall immediately cease and be of no further force and effect.

No Liability. Our approval of the Premises is not a representation or a warranty that the Restaurant will be profitable or that you will achieve any particular level of sales at the Restaurant. It merely means that the Premises have met certain minimum criteria we have established for identifying suitable sites for proposed Restaurants in the region in which the Premises are located. You acknowledge that restaurant development is not a precise science and agree that our approval of the Premises does not impose any liability or obligation upon us. The decision to proceed to develop the Restaurant under this Agreement is yours, alone.

Design Approval. We will furnish you a set of our prototypical plans and specifications (the "Friendly's Plans"). The Friendly's Plans are and at all times shall remain our exclusive property. You must employ a licensed architect (your "Architect") to develop a complete set of plans and specifications for the Restaurant in accordance with our Requirements and the laws, codes and regulations of the jurisdiction in which the Premises are located (your "Proposed Plans"). You must submit your Proposed Plans to us for our review and written approval. If we require changes, you must revise your Proposed Plans and resubmit them to us. You must not commence construction until after your Proposed Plans have received our written approval (the "Approved Plans").

NEITHER YOU NOR YOUR ARCHITECT SHALL OBTAIN ANY RIGHTS OF OWNERSHIP, USE OR REUSE IN OUR PROTOTYPICAL PLANS AND SPECIFICATIONS OR IN ANY AND ALL OF YOUR

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ARCHITECT'S ADAPTATIONS THEREOF, EXCEPT AS IS NECESSARY TO CONSTRUCT THE RESTAURANT.

No Modifications. Once we have approved your plans and specifications for the Restaurant at the Premises, there can be no further material change in the site plan, building plans, specifications or zoning approvals without our approval. Without limiting the generality of the foregoing, you must notify us of all modifications required to be made by any governmental agency or other third party, and obtain our prior written approval. We may disapprove any material modification that results in non-compliance with our Requirements. If the party requiring the modification refuses to compromise the change in order to comply with our Requirements, we may then terminate this Agreement by written notice to you.

Environmental & ADA Compliance. It is your responsibility to obtain satisfactory evidence and/or assurance that the Premises and all structures thereon are free from environmental contamination and in compliance with the requirements of the Americans With Disabilities Act ("ADA"). We assume no responsibility for evaluation of the soil or subsoil on the Premises for hazardous substances or unstable conditions, inspection of any structure on the Premises for asbestos or other hazardous materials or compliance with the ADA.

Orientation and Training. Your designated representatives must successfully complete our initial training programs at least thirty (30) days prior to the opening of the Restaurant. You will pay all costs and expenses incurred directly or indirectly in connection with such training, including travel, lodging and compensation, except that you will not be required to pay any tuition or participation charge to us. We will not provide any training in your Restaurant until you have received a certificate of occupancy or its equivalent from the appropriate public official.

Construction. You must commence construction within twelve (12) months after the date of this Agreement. If you fail to do so, we may, in our sole discretion, terminate this Agreement by written notice to you. Commencement of construction means, in the case of new construction, excavation for footings, or, in the case of remodeling, demolition.

A. Before construction commences, you and your contractor(s) must obtain and maintain a comprehensive general liability insurance policy that conforms to subsection 7.I. of this Agreement. Coverage under such insurance shall include operations, premises liability, independent contractor's coverage, contractual liability and automobile liability (owned and non-owned). Prior to commencing construction, you must furnish us with an insurance certificate evidencing the foregoing policy and that all contractors have procured worker's compensation insurance covering all persons employed in construction of the Restaurant.

B. Once commenced, you will ensure that construction is diligently prosecuted to completion, suffering only delays caused by circumstances beyond your control. During the course of construction, we will have access to the Premises at all times, to inspect construction in progress and ensure compliance with our Requirements. You will cause your architects, engineers, contractors and subcontractors to cooperate fully with us for the purpose of permitting us to inspect the Restaurant. Without limiting the generality of the foregoing, you must supply us with such samples of construction or remodeling materials, test borings, corings, supplies, equipment and other materials and reports as we may request.

C. Neither Friendly's nor any of our employees will act as your architect or agent. The duties of our construction representatives are limited solely to assuring us that you are complying with our Requirements on the Premises. If we require you to use, or if you wish to use, our assistance in managing your construction and equipping of the Restaurant, we will also furnish such administration and management services as are described in a separate Construction Management Agreement. In the event of any conflict between the terms of this Agreement and the Construction Management Agreement, the terms of this Agreement shall prevail. You expressly agree not to rely upon any opinions expressed by any of our employees or agents regarding structural integrity, safety or construction procedures, building codes or

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ordinances or other matters properly within the responsibility of your architect. We assume no liability or responsibility for architectural or engineering judgments outside the scope of the duties stated above.

D. You will bear the entire cost of constructing and equipping the Restaurant, including, without limitation, the cost of all professional fees, licenses and permits, building contracts, fixtures, furnishings, equipment, signs, pylons, decor, landscaping, supplies and other items required by the Plans, your lease, all applicable laws, codes and ordinances and this Agreement. You agree to furnish us, within ninety (90) days after the Restaurant opens, a report in a form prescribed by us, certifying all such costs.

E. Except in the case of delay caused by us, if the Restaurant does not commence to open and serve the general public within fifteen (15) months after the date of this Agreement, we will have the right, in our sole discretion, to terminate this Agreement by written notice to you. If you have been unavoidably delayed by act of God, government restrictions, labor difficulties, inability to obtain building materials or similar circumstances not within your control, you may submit to us a written request for a new Franchise on our then-current franchise agreement and with our then-current fees. Subject to your obligation to substantiate the cause(s) for delay, and to meet our then-current requirements for franchisee candidates, we will not unreasonably withhold our approval. Your Initial Franchise Fee under this Agreement will be credited toward the initial franchise fee due under the new franchise agreement.

Conditions for Opening.

A. Before you open the Restaurant to commence serving the general public, you must obtain final written approval by our Vice President of Development of your construction of the site improvements, building and landscaping, as appropriate, and installation of all furniture, signs and equipment. Our approval does not mean that we represent or warrant that the Restaurant was constructed in accordance with any architectural, engineering or legal standard(s) for design or workmanship and you agree that our approval of construction of the Restaurant will not impose any liability or obligation upon us. Our approval merely means that we are satisfied that the Restaurant substantially complies with our Requirements. If we request, your Architect must certify to us in writing that the Restaurant has been constructed or remodeled in strict compliance with the Approved Plans, as well as all applicable codes or other requirements of applicable law.

B. You must also comply with all the conditions of subsection 1.B. of this Agreement before you open the Restaurant for business.

C. As soon as we have approved that your construction and equipping of the Restaurant are substantially complete and that all conditions required for opening the Restaurant have been met, you will promptly open the Restaurant to serve the general public.

Initial: Initial:

Franchisee: Friendly's:

_____ _____

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FRIENDLY'S BUILDING SPECIFICATIONS

1/20/00

BUILDING 42/163-D

GENERAL SPECIFICATIONS

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1B - Base and Alternate Bids

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2B - Site Drainage
4/99 - 2B: 1 OF 1

2C - Earthwork
5/96 - 2C: 1 OF 2
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2D - Soil Poisoning
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2E - Roads and Walks
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2F - Site Improvements
5/96 - 2F: 1 OF 1

2G - Landscaping
5/96 - 2G: 1 OF 1

2H - Erosion & Sedimentation Control
1/00 - 2H: 1 OF 1

2I - Chain Link Fence
8/95 – 2I – 1 OF 1

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DIVISION 3 - CONCRETE

3A - Concrete
5/96 - 3A: 1 OF 28
5/96 - 3A: 2 OF 28
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4A - Brick
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DIVISION 5 - METALS

5A - Structural Steel
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5B - Miscellaneous Metal Fabrications
4/99 - 5B: 1 OF 1

DIVISION 6 - WOOD

6A - Rough Carpentry
5/96 - 6A: 1 OF 3
5/96 - 6A: 2 OF 3
5/96 - 6A: 3 OF 3

6B - Finish Carpentry
1/00 - 6B: 1 OF 2
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DIVISION 7 - THERMAL AND MOISTURE PROTECTION

7A - Building Insulation
4/99 - 7A: 1 OF 2
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7B - Shingles
4/99 - 7B: 1 OF 3
4/99 - 7B: 2 OF 3
4/99 - 7B: 3 OF 3

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DIVISION 7 (CONTINUED)

7C - Built-up Bituminous Roofing
4/99 - 7C: 1 OF 4
4/99 - 7C: 2 OF 4
4/99 - 7C: 3 OF 4
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7D - Sheet Metal Work
4/99 - 7D: 1 OF 2
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7E - Sealants
4/99 - 7E: 1 OF 2
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7F - Vinyl Siding
2/97 - 7F: 1 OF 2
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7G - Standing Seam Roof
2/97 - 7G: 1 OF 1

7H - Exterior Insulation Finish System
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7J - Vapor Barriers

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8A - Aluminum Entrance and Storefront Systems
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8B - Interior Wood Core Doors
2/97 - 8B: 1 OF 1

8C - Steel Doors and Frames
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8D - Access Doors
5/96 - 8D: 1 OF 1

8E - Wood Windows
5/96 - 8E: 1 OF 2
5/96 - 8E: 2 OF 2

8F - Glazing
2/97 - 8F: 1 OF 1

8G - Aluminum Windows
2/97 - 8G: 1 OF 1

DIVISION 9 - FINISHES

9A - Gypsum Wallboard
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4/99 - 9A: 3 OF 4
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9B - Tile
2/97 - 9B: 1 OF 2
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9C - Suspended Ceiling
4/99 - 9C: 1 OF 1

9D - Wallcovering
4/99 - 9D: 1 OF 1

9E - Painting
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DIVISION 9 (CONTINUED)

9F - Prefinished Panels and Corner Guards
5/96 - 9F: 1 OF 2
5/96 - 9F: 2 OF 2

DIVISION 10 - SPECIALTIES

10A - Toilet Accessories
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10B - Louvers
3/98 - 10B: 1 OF 1

DIVISION 11 - EQUIPMENT

11A - Equipment
5/96 - 11A: 1 OF 1

DIVISION 12 - FURNISHINGS

12A - Furnishings
1/00 - 12A: 1 OF 1

DIVISION 13 - SPECIAL CONSTRUCTION

None

DIVISION 14 - SPECIAL CONSTRUCTION

None

DIVISION 15 - MECHANICAL

15A - Plumbing
1/00 - 15A: 1 OF 5
4/99 - 15A: 2 OF 5
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15B - Heating, Ventilating, and Air Conditioning
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4/99 - 15B: 3 OF 5
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10B - Louvers

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11A - Equipment

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12A - Furnishings

DIVISION 13 - SPECIAL CONSTRUCTION

None

DIVISION 14 - SPECIAL CONSTRUCTION

None

DIVISION 15 - MECHANICAL

15A - Plumbing
15B - Heating, Ventilating, and Air Conditioning and Refrigeration

DIVISION 16 - ELECTRICAL

16A - Electrical

BIDDING REQUIREMENTS

INSTRUCTIONS TO BIDDERS

EXAMINATION OF SITE:

All Bidders submitting proposals for this work shall first examine the site (Premises) and all conditions thereon and/or therein. All proposals shall take into consideration all such conditions as may affect the work under this contract. Failure to examine site will not relieve the successful Bidder from necessity to provide work that may be required to complete the work without additional cost to the Owner.

EXPLANATION TO BIDDERS:

A. No oral explanation in regard to the meaning of the Drawings and Specifications will be made and no oral instructions will be given before the award of the Contract.

   Discrepancies, omissions, or doubts as to meaning of the Drawings and Specifications should be communicated in writing to the Owner for interpretation.

   In the event of unresolved discrepancies or ambiguity, the architect of record will be the final judge on plan interpretation. Bidders should act promptly and allow sufficient time for a reply to reach them before the submission of their bids. Any revision made will be in the form of an Addendum to the Specifications bearing the approval of the Owner and will be forwarded to all bidders and its receipt by the Bidder should be acknowledged by the Bidder by his signature affixed thereto at the time of receipt and verified by his acknowledgement on the Bid Form.

B. Each prospective Bidder will be furnished Bidding Documents, which will enable him to figure the work.

PREPARATION & SUBMISSION OF BIDS:

A. The Bidder is required to bid on all alternates or on all items called for in the Bid Form, except when alternates are called for on a type of method of construction as to which Bidder does not desire to bid. He may insert the words "NO BID" in the space provided for prices on such alternate type or method of construction.

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B. Bids shall be submitted on the forms furnished and shall be signed in ink. Erasures or other changes in a Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or items not called for in the Proposal, or irregularities of any kind, may be rejected by the Owner as being incomplete.

PROJECT BREAKDOWN:

Bids shall be accompanied by one (1) signed copy of Friendly's Standard "Project Breakdown" Form. As indicated on the form, individual line items are to be shown at the General Contractor's cost with no markup for overhead or profit by the General Contractor. However, each line item shall indicate the full value of Subcontractor work including Subcontractor's overhead and profit. Supervision, overhead, and profit for the General Contractor's work shall be shown on the appropriate lines.

AWARD OF CONTRACT:

The Owner reserves the right to determine what are formalities in the making, receiving, and opening of Bids and the awarding of Contracts thereon, and the further right to waive any such formality when such waiver is, in the discretion of the Owner, to the best interest of the Owner, also, to accept any item in the Bid unless otherwise specified.

REJECTION OF BIDS:

The Owner reserves the right to reject any and all bids.

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STANDARD FORMS

1. AIA Document A305 - Contractor's Qualification Statement.

2. AIA Document G701 - Change Order.

3. AIA Document G702 - Application and Certificate of Payment. This document summarizes the contract amount, work completed, stored materials, retainage, previous certificates of payment, and the current amount due.

4. AIA Document G703 - Continuation sheet (One (1) or more sheets as required). This document details the amounts summarized on Document G702. It provides a project breakdown and discloses the name of the Company providing labor and materials. When labor is paid by the Contractor directly to individual workers, it should be identified as "G.C. LABOR". This does not include any labor paid to a third party. Materials taken from the Contractor's inventory should be listed as "G.C. MATERIALS. This may not include materials delivered directly to the job site or identified in any way by they Supplier with Friendly's. Contractor's overhead and profit shall be shown as a separate line item. If Subcontract amounts change from amounts shown on the original project breakdown, the changes shall be shown on the payment request with a corresponding change to the Contractor's overhead and profit line. Unless a Change Order is involved, the total contract amount shall remain the same.

5. Certificate of Substantial Completion, AIA Document A704.

6. AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims - In this document, the Contractor swears that all Sub-Contractors and Materialmen are disclosed on G703 and that each has been paid.

7. AIA Document G706A - Contractor's Affidavit of Release of Liens - In this document, the Contractor swears that all Sub-Contractors and Materialmen are listed on G703 and that Waivers of Lien, his own included, are attached.

8. AIA Document G805 - List of Sub-Contractors.

9. Consent of Surety (Surety Company's Form).

10. Partial Waiver of Lien Form - In this form, the Contractor, Sub-Contractors and Materialmen waive their right to file a lien for work performed to date. This document is acceptable for interim certificates of payment.

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11. Final Waiver of Lien Form - In this form, the Contractor, Sub-Contractors and Materialmen waive their right to file a lien forever.

12. Contractor's Affidavit of Disclosure of Debts and Claims. This form will be provided by Friendly's. In this document, the Contractor swears that all debts and claims are disclosed. It summarizes the current amount due each firm; i.e. Contractor, Sub-Contractors or Materialmen listed on G703. It also provides the address, phone number, and representative of each firm.

CONTRACT FORMS

1. The Contract for Construction shall be Friendly's "Construction Contract Agreement" or other contract provided by owner.

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GENERAL CONDITIONS

GENERAL:

A. The "General Conditions of the Contract for Construction", Standard Form of the American Institute of Architects, Form A-201, latest edition, are hereby, except as the same may be inconsistent herewith, made a part of this Specification. Copies are on file in the office of Friendly's Design and Engineering Department and are incorporated by reference and hereby made a part of the Contract.

B. Where any article of the AIA "General Conditions" is supplemented hereby the AIA provision of such article shall remain in effect. All the supplementary conditions shall be considered as if added thereto. Where any portion of such an article is amended, voided or superseded thereby, the provisions of such article not so specifically amended, voided, or superseded shall remain in effect.

C. The General Condition Supplementary Conditions and applicable portions of Division 1 of the Specifications apply to any and all subsequent sections of these Specifications.

D. Where any article or portion of an article conflicts with the Laws of the state of the location of the project, such article, or portion of the article is hereby stricken.

E. "Contractor shall be required to comply with 1991 Americans with Disabilities Act (29CFR part 1630). Titles I and III and the regulations promulgated in accordance therein. Contractor shall indemnify and hold Owner and Architect harmless from any and all losses, suits, claims, costs, expenses and other damages which may be incurred by Owner or Architect as a result of Contractor's failure to comply with said Act."

ARTICLE 3 - CONTRACTOR:

A. Article 3.4 Labor and Materials of said "General Conditions" Paragraph 4.4.3 is hereby added as follows:

"All Contractors and Sub-Contractors employed upon the work shall be required to conform to the federal, state, and local labor laws and various acts amendatory and supplementary thereto, and to all other laws, ordinances, and legal requirements applicable thereto."

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B. Article 3.6 Taxes of said "General Conditions" Paragraph 3.6.1 is hereby amended and supplemented as follows:

"The Contractor also shall pay for all taxes necessary for the proper execution and completion of the work, both temporary and permanent."

C. Article 3.7 Permits, Fees and Notices of said "General Conditions" Paragraph 4.7.3 delete in its entirety and substitute in lieu thereof as follows:

"The Contractor shall bring to the attention of the Owner any conflicts, omissions, deletions, or errors in the Drawings and/or Specifications which do not conform to applicable zoning, code and other use regulations and/or to the Americans with Disabilities Act and regulations promulgated thereunder. The Contractor shall not be liable to the Owner or the Architect for any damages resulting from any such errors except that Contractor shall be fully and exclusively liable upon failure to put Architect on notice of said conflicts, omissions, deletions, or errors."

D. Article 3.15 Cleaning up of said "General Conditions" paragraph 3.15.1 hereby amended and added as follows:

"The Contractor shall remove from the job site all crates, packing, debris, etc. from kitchen equipment. The interior of the building shall be broom cleaned daily by the Contractor. At the completion of the project, the Contractor shall leave the building cleaned dust free, clean all glass, replace any broken glass, remove stains, spots, marks and dirt from decorated work, clean hardware, remove paint spots from all surfaces, clean fixtures, and wash all tile floors."

ARTICLE 11 - INSURANCE:

Article 11.1 Contractor's Liability Insurance of said "General Conditions" is hereby modified as follows:

Insurance: Comprehensive, Automobile, Umbrella Liability Certificates of Insurance from carriers approved by the Owner shall be filed in not less than the following amounts or greater amounts as required by law prior to commencement of the work:

1. Workmen's Compensation..... As required by Law in the applicable State.

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2. Comprehensive General Liability..... (A) $1,000,000 per Occurrence Combined-Single Limit; ..... (B) $1,000,000 Aggregate

3. Owned and Non-Owned Automobile Liability..... $1,000,000 per Occurrence

4. Excess (Umbrella) Liability ....$1,000,000 per Occurrence

ARTICLE 7 CHANGES IN THE WORK:

Article 7.2 Change Orders of said "General Conditions" sub-paragraph 7.2.1 is hereby extended as follows:

.4 "In considering Proposals for changes, involving added work, decreased work, omitted work, or any combination of the two, check estimates will be made by the Owner, utilizing unit prices where specified or agreed upon, with the view of arriving at equitable adjustments."

.5 With each proposal for a change involving increase or decrease in the amount of the Contract, the Contractor shall submit separately an itemized breakdown that will include but not be limited to the following:

(a) Material quantities and unit prices (separated into trades). Provide bona fide Manufacturers' or Suppliers' proposals for manufactured or preassembled items.
(b) Labor Costs
(c) Construction Equipment
(d) Workmen's Compensation and Public Liability
(e) Overhead
(f) Profit
(g) Social Security Tax

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SUPPLEMENTARY CONDITIONS

1. PAYMENT TO CONTRACTOR:

A. MONTHLY CONTRACT PAYMENT

Monthly progress payments shall be paid by the Owner for 90% of work completed and material stored as of the last day of each month. Applications for payment shall be submitted on AIA documents a702 and a703. Payments may be made by the Owner on the Joint Payee Basis, Reimbursement Basis, or Cash Advance Basis at the election of the Owner. Contractor is to forward Authorized Change Order Directives, AIA Document G701, which have been incurred to that point, with application for payment. Contractor is to advise Owner or its Agent of Contract amount prior to doing work.

B. FINAL PAYMENT

Contractors will make application to owner for the Final Payment. The requests will be supported by the originals of the following documentation (explanations of these Forms are given under Standard Forms):

1. AIA Document G702 - Application and Certificate for Payment.
2. AIA Document G703 - Continuation Sheet.
3. AIA Document G706, AIA Document G706A and Final Waiver of Liens Form properly executed and acknowledged.
4. AIA Document G805 - List of Subcontractors.

Within thirty (30) days after receipt of the filing for Final Payment, the Owner shall pay to the Contractor the amount therein stated, less all deductions authorized by the Terms of this Contract and prior payments and advances whatsoever to or for the account of the Contractor.

All prior estimates and payments including those relating to extra work shall be subject to correction at the time of this payment, which is throughout this Contract called Final Payment. Final Payment shall be subject to inspection and acceptance by the Owner or duly authorized representatives of the Owner, and by the representatives of all agencies having direct interest in the Project.

Questions regarding applications can be resolved by contacting the owner's representative.

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2. CERTIFICATE OF SUBSTANTIAL COMPLETION:

The Date of this Certificate shall serve as the time for computing the Guarantee Period of the Building unless otherwise agreed upon.

3. OWNER'S USE AND OCCUPANCY OF BUILDING BEFORE ACCEPTANCE OF CONSTRUCTION:

The Owner, for occupancy of the Building described in the Drawings, may take possession of and use same as he so desires upon a Substantial Completion of the Contract, provided such occupancy and use is approved by the Contractor, also further upon relieving the Contractor of any damage done to the Building due solely to such occupancy by said Owner but under no circumstances shall such occupancy be an acceptance of the work for the completion of the Contract or an acceptance of the labor done and materials used or installed.

4. MANUFACTURED ITEMS IN THE SPECIFICATIONS:

Where items are listed in the Specifications and/or no "OR EQUAL" is mentioned the materials listed shall be used. These materials shall be included in the Bid submitted on the Bid Form. No deviation from the materials listed shall be made by the Contractors submitting Bids. After Award of the Contract, the Contractor may submit a substitute material for the items specified as an "EQUAL" to the material. Such request shall be supported by technical data showing that the materials or service is equal to the items specified and stating the amount of decrease or increase in the Contract Sum. If no change in the Contract Sum will be made, state "NO CHANGE". Friendly's Design and Engineering Department will determine if the material is acceptable as a substitute for the specified item and make notification in writing to the Contractor, this ruling being final. Changes to the Contract Sum will be handled to Change Order Authorization.

5. SALES TAX:

A. This Project is subject to state and local sales tax. Include sales tax on all materials used in the Project.

B. With each Request for Payment, provide a Certified Statement of the amount paid for sales tax in the requested Sum.

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6. NON-DISCRIMINATION CLAUSE:

The Contractor, his Agent, or his Employees shall not discriminate in any manner on the basis of race, color, creed, sex, or national origin with reference to the subject matter of this Contract, no matter how remote.

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DIVISION 1: GENERAL REQUIREMENTS

SECTION 1A: GENERAL

1. SCOPE OF WORK:

Work to be performed under this contract shall include all demolition, site work, building construction, and improvements to the property designated in the Construction Documents. The intent of the Construction Contract is to provide a restaurant complete in all respects with all work performed in a quality and workmanlike manner with the Building ready for occupancy when construction is complete.

2. PROTOTYPE PLANS:

The Plans are drawn as a prototype to be built in many locations. The location, size, and extent of site work and site details are to be determined by a Final Site Plan and/or Grading Plan and/or Landscaping Plan to be provided by the Owner.

3. START OF WORK:

Work shall be started upon written order of the Owner, and the entire Project shall be completed as stipulated in accordance with the Terms and Provisions of the Contract Documents.

4. COOPERATION:

The Prime Contractor and all Sub-Contractors shall coordinate all work, one with the other, so as to facilitate the general progress of the work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work.

5. ENGINEERING AND LAYOUT:

As the work progresses, the General Contractor shall cooperate with all Sub-Contractors in checking the location of all partitions, so that absolute assurance will be obtained that all roughing in of concealed work will be confined within partitions, or spaces as indicated.

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6. STANDARDS:

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments thereto, unless a code reference standard.

7. MANUFACTURER'S DIRECTIONS:

All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the Manufacturers unless herein specified to the contrary.

8. CLEANING & TOUCH-UP:

A. Foreign matter on any exposed surface, which would affect quality of finish painting, shall be removed by the Craft responsible for its presence.

B. Restoration of shop-priming if damage occurs before, during or after installation or erection, shall be included in the Division under which the Item is to be furnished and installed.

9. SIGNAGE:

No signs or advertisements will be allowed to be displayed without the approval of the Owner.

10. TEMPORARY UTILITIES:

The General Contractor shall provide temporary water and minimum of 120/240 1 Phase, 100 Amp Electrical Service to the Job Site and pay for same. The Subcontractors on the job shall arrange with the General Contractor for the use of these facilities. The General Contractor shall provide any heat or temporary closing-in of the Building that may be required.

11. TEMPORARY TOILET FACILITIES:

The General Contractor shall erect and maintain in a safe and sanitary condition, a toilet facility for all workmen on the job. The type of facility shall be in compliance with the requirement of the local Health Department.

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12. WORK BY OTHERS:

The Contract Documents call for certain items to be supplied by the Owner or others and installed by the General Contractor. Other items are to be furnished and installed by the Owner or others. The General Contractor shall coordinate the work of all Trades and cooperate in the preparation of surfaces, dimensions, and utilities for work to be performed by the Owner or by others. Subcontractors installing mechanical, electrical, and plumbing services for food service equipment to be installed by the Owner or by others are cautioned that the rough-in dimensions shown on the Plans are extremely critical. Errors in locating services shall be corrected by the Subcontractor performing the rough-in work at no additional cost to the Owner.

Final electrical connections to food service equipment and final water drain, gas, and ventilation connects to food service equipment shall be as indicated in Equipment Schedule.

13. CONFLICTS AND ERRORS:

If there is a conflict between the Plans and Specifications, the Specification shall take precedence unless specifically indicated otherwise by the Owner or Owner's Representative. It shall be the Contractor's responsibility to notify the Owner or the Owner's Agent of any conflicts, omissions, deletions, or errors in the Plans or Specifications encountered during the Bidding Period and the course of construction before continuing the work affected.

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SECTION 1B: BASE AND ALTERNATE BIDS

GENERAL:

The explanation in this Section together with the information listed in other Sections of the Specifications shown on the Drawings and/or described in the Instructions to Bidders identify areas required to accomplish the Bid Requirements for Alternate Bids.

BASE BID:

Include all work shown and specified herein and excluding modifications of the work stated for the alternate bid.

ALTERNATE BID:

1. SUMMARY

This Section specifies administrative and procedural requirements for Alternates.

1. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.

2. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

3. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

4. Include as part of each Alternate, miscellaneous devices, accessory objects, construction methods, similar items and labor incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

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2. ALTERNATE: DELETE INTERIOR NON-LOAD BEARING WALL WOOD STUD FRAMING AND SUBSTITUTE WITH METAL STUD FRAMING

Provide the labor, material and equipment to install metal stud framing at all interior walls indicated in the construction documents. This will include the recalculation of all interior dimensions which are currently indicated for wood stud framed walls, determining the centerlines of each wood framed wall and adjusting all dimensions for the new metal stud dimensions. Metal stud thicknesses shall correspond to the comparable wood stud thickness. This alternate shall include all accessories, fasteners and miscellaneous fittings required for a comparable installation to the base bid wood stud installation. Additionally, all sub-structure and finish material attachments to the base bid wood stud framing system shall be adjusted for the metal stud framing system alternate.

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DIVISION 2: SITE WORK

SECTION 2A: CLEARING OF SITE

GENERAL PROVISIONS:

SCOPE: Furnish all materials, equipment and labor, clearing, excavating, removal of rubbish, trash and other noted items, filling, grading and related items necessary to complete clearing of site where shown and specified.

PERFORMANCE:

1. Refer to the Site Plan and Grading Plan to determine extent of work necessary under this heading. Where demolition of Buildings and removal of trees is required, a Demolition Plan showing these features is included along with the Site Plan showing the location of the New Building, Finish Floor Elevation, and items to remain where applicable.

2. Fires, storage of materials, debris, or parking of equipment shall not be permitted within the spread of branches of trees to remain.

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SECTION 2B: SITE DRAINAGE

GENERAL PROVISIONS:

SCOPE: Furnish and install storm drain pipes, catch basins, curb inlets, grating frames, manholes, and related items.

MATERIALS AND PERFORMANCE:

1. Concrete pipe shall conform to ASTM Specifications C76 Class III except pipe over 18" in diameter shall be Class III and/or Class IV where surcharges require.

2. Corrugated metal pipe shall conform to ASTM A-760, A761 or A-762. Fabrication and installation shall be in accordance with AISI Specifications.

3. Manholes, yard drains, curb inlets, and catch basins shall be constructed of cast-in-place and/or precast reinforced concrete. Grating and frames shall be of cast iron. Precast manholes shall be per ASTM Specification C-478.

4. Vitrified clay pipe shall conform to ASTM Specification C-200 for extra strength pipe.

5. The heights of storm drainage structures shall be adjusted so that the site drains properly as intended on the Drawings within the slope limits.

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SECTION 2C: EARTHWORK

GENERAL PROVISIONS:

1. SCOPE: Furnish and install/perform all general excavation, footing excavation, filling, backfilling, stripping of topsoil, site grading, and related items necessary to bring the sub-grade to proper contour.

2. QUALITY CONTROL: To assure compliance with the filling and backfilling compaction requirements, a Soil Testing Laboratory shall be notified by the Contractor to check compaction when so instructed by the Owner or his Agent. Provide the Owner with a copy of the compaction test results.

3. A Soils Test will be conducted and a Soils Report furnished by the Owner, and shall be referenced for specific site, soil and foundation modifications.

MATERIALS AND PERFORMANCE:

1. FOOTING EXCAVATION:

   A. All footing excavation shall extend into undisturbed virgin soil of 2,000 pounds per square foot (psf) minimum bearing capacity, to the depth of the footing shown, or to a minimum depth required by local code to meet frost line, or other restrictions, whichever is greater.

   B. In the event a Soils Report is furnished, excavation, preparation, filling and backfilling will be performed to the Specifications of that Soils Report.

   C. All excavation below the bottom of the footing shall be backfilled with 2,000 psi concrete, but excavation shall not exceed 10 feet without prior approval of the Engineer.

   D. All foundation excavations shall be free of mud, water, and all foreign material prior to pouring.

   E. Provide adequate protection against cave-in.

   F. Excavation for plumbing, heating and electrical work shall be done by the Trades involved.

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2. GRADING:

A. The entire Site shall be graded to drain properly. Existing and finish grades are shown on the Grading Plan. Grade and provide necessary cut or fill to bring the sub-grade to the required level for the Building and Parking Lot. All fill material and compaction shall be as recommended in the Soils Engineer's Report.

B. In the event of conflict between grades established on the Friendly's site and existing grades on adjacent properties, the Owner shall be notified immediately.

3. FILL MATERIAL: Refer to Soils Report for fill material and Compaction Specifications. If no Soils Report is provided, provide materials as indicated in Foundation Notes on Drawing 3C. Additionally, if no Soils Report is provided, for each type of borrow material delivered to the Site, one (1) optimum moisture maximum density curve shall be established by an accepted Laboratory. These densities shall be determined by ASTM D1557, Modified Proctor Density. Compaction shall be 95% of maximum density with moisture content within 3% of optimum and capable of supporting 3,000 psf. Fill material shall be placed in 6 to 8 inch lifts.

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SECTION 2D: SOIL POISONING

GENERAL REQUIREMENTS:

1. SCOPE: Furnish and install chemical treatment to prevent termite infestation for all areas to be covered by building slabs, footings, and sidewalks.

2. GUARANTEE: Furnish written guarantee providing that (A) chemical as applied meets concentration requirement and application rate specified herein, (B) soil is effectively treated against termite infestation for a period of five (5) years from the date of treatment, and (C) if any evidence of infestation occurs within five (5) years, entire Project will be completely retreated and all construction damage caused by termites will be repaired at no cost to Owner.

MATERIALS:

Soil areas designated shall be treated by one of the following chemicals at not less than the concentrations as shown below:

CHEMICAL	CONCENTRATION
Aldrin	.5% in Water Emulsion
Dieldrin	.5% in Water Emulsion
Dursban	.5% in Water Emulsion

PERFORMANCE:

Because of the toxic nature of these materials, they shall be applied carefully to only the designated areas by an experienced applicator.

Foundation, Walls, Piers etc.	4 Gallons per 10 Linear Feet	Mix to a depth of 1'0" min.
Unit Masonry and Piers under Floor Slabs	2 Gallons per 10 Linear Feet	Apply near bottom of foundation
Slabs	1.5 Gallons per 10 Square Feet	Uniform Coverage

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Apply just prior to installation of vapor barrier. If necessary for complete protection, subsequent treatment shall be made before slabs and sidewalks are poured or if soil is disturbed by later excavation.

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SECTION 2E: ROADS AND WALKS

GENERAL REQUIREMENTS:

1. SCOPE: Furnish and install curbing, paving, marking stripes, and sidewalks as shown on the Site Plan and noted herein.

2. QUALITY CONTROL:

   A. SAMPLING AND TESTING:

      1. The Owner is to employ an Independent Laboratory to core the Parking Lot on the day that it is installed.

      2. The Owner is to advise the General Contractor of the Testing Laboratory.

      3. The General Contractor shall notify the Testing Company of the date of the paving, with a minimum of one (1) week's advance notice.

      4. The General Contractor is to inform the Paving Contractor that he is to include in his price the replacement of the cores as specified in Section 2E: Performance: Asphalt: D. To ensure the integrity of the pavement and full warranty.

      5. If requested by the Owner, furnish for test and analysis representative samples of the materials to be used in the work.

   B. SMOOTHNESS: The surface of the completed work, when tested with a 10' straight edge, shall not contain irregularities in excess of 1/4 inch.

MATERIALS

1. CONCRETE: Cast-in-place concrete as hereinafter specified in the SECTION 3A: CONCRETE.

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2. ASPHALT PAVEMENT:

Asphalt material and application shall be according to Design Specifications provided by Soil Engineer's Report. Refer to the Soils Report for further information.

1. All materials and construction procedures are to meet State Highway Department Specifications.
2. Pavement Section: see Site Plans and/or Soil Report for paving specifications.

3. Prime coat of approximately 0.3 gallons per square yard of cut back asphalt primer shall be applied to surface of stone base course.

3. TRAFFIC MARKING PAINT: One (1) White paint equal to State Highway Department Specifications.

PERFORMANCE:

1. CONCRETE:

A. EXTERIOR CONCRETE: Curbs shall be according to Details on Plans. Sidewalks and patio slabs shall be poured 4" thick over well tamped earth base, with outside edges thickened and reinforced as shown. Slope to drain. After screeding and trowling, to provide a uniform surface, broom lightly before final set. Provide control joints as shown. Cure in accordance with SECTION 3A: CONCRETE.

Where required by Local Code or Highway Department Regulations, provide concrete approaches from street in compliance with such regulations. Any alterations to existing sidewalks required for proper approaches are to be considered part of the Contract.

B. PAVEMENT PREPARATION FOR SUBGRADE: The bottom of the excavation or the top of the fill shall be known as the Pavement Subgrade and shall conform to the lines, grade, and cross sections shown in the Plans. Refer to the Soils Report for further information.

C. CONCRETE PLACEMENT AND FINISHING: Ready-mixed concrete hauled in truck mixers or truck agitators shall be deposited in place within ninety (90) minutes from the time water is added to the mix. Before placing concrete, freestanding water, snow, ice, or other foreign materials shall be removed from subgrade. All forms shall be thoroughly cleaned, secured in position, and coated with a form-release agent. Concrete shall be placed, struck off, consolidated, and finished to plan grade with a mechanical finishing machine, vibrating screed, or by hand-finishing

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methods when approved. In lieu of fixed forms, the Contractor may place concrete with a slipform paver designed to spread, consolidate, screed, and float finish the freshly placed concrete in one (1) complete pass of the machine. Pavement shall be pitched to area drains or perimeter areas to remove water.

D. JOINTS: Unless shown on the Project Drawings, a Jointing Plan shall be prepared by the Contractor and approved before paving begins.

Control Joints or Contraction Joints shall be formed by one (1) of the following methods: Sawing, forming by hand, forming by premolded filler, or using full-depth construction joints. Joint depth shall be a minimum of 1/4 the slab thickness. Hand-formed joints shall have a maximum edge radius of 1/4" sawing of joint shall begin as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling. All joints shall be completed before uncontrolled shrinkage cracking occurs. Joints shall be continuous across the slab unless interrupted by full-depth premolded joint filler. Joints shall extend completely through the curb. Joint openings wider than 1/4" shall be cleaned and sealed before opening parking area to traffic.

Isolation joints (expansion joints) shall be used to isolate fixed objects abutting or within the paved area. They shall contain premolded joint filler for the full depth of the slab.

When approved, the Contractor shall be permitted to make minor adjustments in joint location to make them coincide with drainage or other structures.

Dowels 18" long shall be used on all joints on 18" centers.

E. CURING: Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three (3) days after placement. Moist curing, waterproof paper, white polyethylene sheeting, white liquid membrane compound, or a combination thereof may be used. After finishing operations have been completed, the entire surface of the newly-placed concrete shall be covered by whatever curing medium is applicable to local conditions and approved by the Engineer. The edges of concrete slabs exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment equal to the method selected for curing the slab and curb surface.

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The Contractor shall have at hand and ready to install before actual placement begins the equipment needed for adequate curing.

F. OPENING TO TRAFFIC: The Engineer shall decide when the pavement shall be opened to traffic. It shall not be opened to traffic until the field-cured concrete has attained a flexural strength of 550 PSI, or a compressive strength of 3,500 PSI. If such tests are not conducted, the pavement shall not be opened to traffic until fourteen (14) days after the concrete was placed. Before opening to traffic, the pavement shall be cleaned.

2. ASPHALT:

A. PAVEMENT PREPARATION OF SUBGRADE: Material in soft spots shall be removed to the depth required to provide a firm foundation and replaced with a material equal to the best sub-grade material on site. Refer to the Soils Report for further information.

B. SPREADING BASE AND SURFACE COURSES - ASPHALT BASE AND SURFACE: For all areas of more than 1000 square yards, asphalt base and surface courses shall be spread and struck off with a paver. Any irregularities in surface of pavement course shall be corrected directly behind the paver. Excess material forming high spots shall be removed with a shovel or lute. Intended areas shall be filled with hot mix and smoothed with a lute or the edge of a shovel being pulled over the surface. Casting of mix over such areas shall not be permitted.

C. COMPACTION - ASPHALT BASE AND SURFACE: Rolling shall start as soon as the hot mix material can be compacted without displacement. Rolling shall continue until thoroughly compacted and all roller marks have disappeared.

D. SPECIFICATIONS FOR SAMPLING AND PATCHING NEW ASPHALTIC CONCRETE PAVEMENTS:

1. At completion of paving, test cores shall be taken by an Independent Laboratory selected and paid by the Owner, to verify that the thickness of the paving materials meet the Minimum Specification Requirements.

2. Sufficient cores shall be taken in both parking stalls and drives to ensure representative sampling. However, no less than four (4) locations shall be tested.

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3. The Testing Laboratory shall notify the General Contractor at least two (2) days prior to coring.

4. The Paving Contractor shall patch core holes immediately upon completion.

5. If the asphaltic concrete patch cannot be installed immediately after completion of coring, a minimum of 5" of Portland Cement Concrete should be placed in the test hole, such that the surface of the concrete is 1" below the surface of the pavement. The concrete should have a minimum twenty eight (28) days' compressive strength of 3,000 PSI, with proper air entrainment. Six (6) test holes with depths in excess of 6" may be backfilled to the required patch depth with compacted crushed stone or Portland Cement Concrete.

6. PATCHING METHOD:

   a. A tack coat shall be applied to the sides of the core holes. The tack coat may consist of SS-1, SS-1H, CSS-1H, RS-1, CRS-1, Emulsified Asphalts or RC-70 cutback asphalt.

   b. An asphaltic concrete patch with a minimum thickness equal to the original asphaltic concrete or 3", whichever is greater, should be installed in the core hole, flush with the existing pavement surface. The minimum thickness may be reduced to 1" if a temporary concrete patch is utilized as in (5) above.

   c. The asphaltic concrete may consist of hot mix placed at a temperature of at least 285 Degrees F., or cold mix utilizing emulsified or cutback asphalt. The asphaltic concrete should meet the appropriate State Specifications for asphaltic concrete surface course, and should be properly compacted.

   d. Patching should be performed at temperatures above 40 Degrees F to ensure proper setting of the Portland Cement Concrete, if used, and curing of the asphaltic concrete, if cold mix is used.

3. MARKING: Mark all parking bays, arrows, and other traffic markings indicated on the Site Plan.

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SECTION 2F: SITE IMPROVEMENTS

GENERAL PROVISIONS:

SCOPE: Furnish and Install wood posts and install sign furnished by Owner.

MATERIALS:

"OPENING SOON" SIGN: Supplied and shipped to the site by the Owner. The sign consists of two (2) 4' x 8' metal sheets. Install on three (3) 4" x 4" x 8' wood posts in "V " Shape so the sign may be read from either direction. Install the day received in a location to ensure prime visibility.

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SECTION 2G: LANDSCAPING

GENERAL PROVISIONS:

1. SCOPE: Furnish and install topsoil to proper contour for all areas noted on the Site Plan to be landscaped.

2. NOTES:

   A. Planting materials and installation shall be as shown and specified on Plans.

   B. Coordinate the timing of the placement of topsoil with planting in order to prevent erosion of topsoil.

MATERIALS

TOPSOIL: 6" minimum topsoil.

PERFORMANCE

The topsoil fill shall be placed after the completion of all foundation and site utility work when construction is nearing completion. Rake smooth in preparation of plant material installation, and remove all lumps and trash. Topsoil shall be backfilled to all perimeter curbs, and to any paving. Topsoil shall be placed in the outside planter.

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SECTION 2H: EROSION & SEDIMENTATION CONTROL

GENERAL PROVISIONS:

SCOPE: Furnish materials, labor and equipment to complete erosion and sedimentation control requirements as shown on Drawings.

MATERIALS:

1. SEDIMENT FENCE:

   A. Prefabricated sediment fence by Mirafi - Envirofence, Amoco-Propex Silt Stop, Terratex - Econofence or other approved equal.

   B. Posts to be wood or steel, placed as shown on Drawings.

2. HAY BALES:

   A. Standard hay bales free of organic contaminants.

   B. Stakes to be wood as shown on Drawings.

3. GEOTEXTILE FABRIC - Mirafi Filter Fabric or equal.

4. STONE - Two (2) inch and four (4) inch size per AAHSTO-M43 Specifications.

PERFORMANCE:

INSTALLATION:

A. SEDIMENTATION FENCE. Install as shown on Drawings using posts at appropriate spacing. Seal at juncture with ground as shown to prevent passage of soil from area.

B. HAY BALES. Install as shown on Drawings utilizing stakes and filter fabric for anchorage and erosion control to prevent particulate matter from entering storm drainage system.

C. CONSTRUCTION EXIT. Install filter fabric and stone roadway to contain soils on site.

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SECTION 2I: CHAIN LINK FENCE

GENERAL PROVISIONS:

SCOPE: Furnish materials, labor and equipment necessary to complete fence installation as shown on the Drawings and Details.

MATERIALS:

1. FENCE FABRIC: CLFMI Light Industrial, Standard Residential service,

2. FABRIC WIRE (STEEL): ASTM A116 galvanized wire quality fabric.

3. FENCE RAILS AND GATE FENCES: One and one half (1 1/2) inch standard weight or Schedule 40 galvanized pipe.

4. PRIVACY SLATS: Vinyl strips, sized to fit fabric weave, dark green color or as selected by Owner.

5. FENCE POSTS: Two (2) inch standard weight or Schedule 40 galvanized pipe.

6. GATE POSTS: Four (4) inch standard weight or Schedule 40 galvanized pipe.

7. FENCES: Cast steel or aluminum on open end of all posts or rails.

8. HARDWARE: Galvanized steel clamps, caps, cane bolts, and hinges with bolted connections.

PERFORMANCE:

INSTALLATION:

A. POSTS: Set posts in concrete to the depth shown on Drawings.

B. FENCE GATES: Attach to post using bolted hinges. Doors to be mounted so as to close automatically.

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DIVISION 3A: CONCRETE

SECTION 3A: CAST-IN-PLACE CONCRETE

GENERAL PROVISIONS

1. RELATED WORK

   A. Earthwork: Section 2
   B. Structural Steel: Section 5

2. SUMMARY

   A. Extent of concrete work is shown on drawings.

   B. Concrete paving and walks and exterior pads are specified in Division 2.

   C. SCOPE: Furnish and install all concrete for footings, subslabs, outside slabs, bases for light poles, bases for signs, all other concrete items, all necessary forms, and gravel fill under slabs.

   D. Install perimeter foundation insulation which is furnished under DIVISION 7 and anchor bolts which are furnished under DIVISION 5.

   E. Notify Owner when forms and reinforcing are in place prior to concrete pouring.

3. SUBMITTALS

   A. Refer to Section 01300.

   B. Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, and others as requested by Engineer.

   C. Shop Drawings; Reinforcement: Submit original shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures.

   D. Laboratory Test Reports: Submit laboratory test reports for concrete materials and mix design test.

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E. Materials Certificates: Materials certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

F. Resubmitted shop drawings shall have revisions circled or clouded to identify the change.

G. Submit the following:

1) Shop drawings and bending schedules of reinforcing.

2) Copies of laboratory tests.

3) Mix designs: Submit data confirming concrete mix proportions and components using the CONCRETE MIX DESIGN SUBMITTAL FORM included at the end of this section. Submit one form for each class of concrete specified at least 15 days prior to start of work. Do not begin production until mixes have been reviewed by the Engineer.

4) Production facility standard deviation records: Only required if excess concrete strength requirement for trial mixes is less than 1,200 psi.

5) Cylinder test reports.

6) Admixture certification.

4. QUALITY ASSURANCE

A. Refer to Quality Control in this Section.

B. Codes and Standards: Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:

ACI 301 "Specifications for Structural Concrete for Buildings".

ACI 318 "Building Code Requirements for Reinforced Concrete".

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C. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice".

ACI 304 "Recommended Practice for Measuring, Mixing Transporting, and Placing Concrete".

ACI 305 "Hot Weather Concreting".

ACI 306 "Cold Weather Concreting".

ACI 315 "Details and Detailing of Concrete Reinforcement".

ACI 347 "Recommended Practice for Concrete Formwork".

ACI 211 "Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete".

ACI 214 "Recommended Practice for Evaluation of Compressive Test Results of Concrete".

ACI 302 "Guide for Concrete Floor and Slab Construction".

ACI 201 "Guide to Durable Concrete".

5. PROJECT CONDITIONS

A. Protection of Footings Against Freezing: Cover completed work at footing level with sufficient temporary or permanent cover as required to protect footings and adjacent subgrade against possibility of freezing; maintain cover for time period as necessary.

B. Protect adjacent finish materials against spatter during concrete placement.

6. STORAGE OF MATERIALS

Metal reinforcement: store on wood mud sills, off ground. Keep clean of dirt. Provide proper drainage of ground water.

MATERIALS

1. FORM MATERIALS

A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide

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continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood", Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.

B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.

C. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

D. Form Ties: Factory-fabricated, adjustable-length, removable or snapoff metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units which will leave no metal closer than 1-1/2" to surface.

Provide ties which, when removed, will leave holes not larger than 1" diameter in concrete surface.

2. REINFORCING MATERIALS

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

B. Welded Wire Fabric: ASTM A 185, welded steel wire fabric. All mesh reinforcement shall be furnished in flat sheets.

C. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications.

1) For slabs-on-grade, use supports with horizontal runners where base material will not support chair legs.

2) For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).

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3. CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, Type I, American made.

Use one brand of cement throughout project, unless otherwise acceptable to Engineer.

B. Normal Weight Aggregates: ASTM C 33, and as herein specified.

1) Provide aggregates from a single source for exposed concrete.

2) For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.

C. Fine aggregate: clean, washed sharp sand, uniformly graded fine to coarse as approved, conforming to ASTM C33, with no more than 5% passing 100 sieve when sand is thoroughly dry.

D. Coarse aggregate: clean washed gravel or crushed trap rock, or combination thereof, graded in accordance with ASTM C 33 size number 67 (3/4" aggregate).

E. Water: Clean, free from deleterious amounts of acid, alkalis, and organic materials.

F. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

Products: Provide one of the following:

"AEA-92"; Euclid Chemical Co.
"Micro-Air"; Master Builders.
"Darex II - AEA"; W.R. Grace.

G. Water-Reducing Admixture: ASTM C 494, Type A, and containing not more than 0.1 percent chloride ions by weight of cement.

Products: Subject to compliance with requirements, provide one of the following:

"WRDA Hycol"; W.R. Grace.
"Eucon WR-75"; Euclid Chemical Co.
"Pozzolith 122N"; Master Builders.

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H. High-Range Water-Reducing Admixture (Superplasticizer): ASTM C 494, Type F or Type G and containing not more than 0.1 percent chloride ions by weight of cement.

Products: Subject to compliance with requirements, provide one of the following:

"Daracem-100"; W.R. Grace.
"Eucon 37"; Euclid Chemical Co.
"Rheobuild"; Master Builders.

I. Water-Reducing, Non-Chloride Accelerator Admixture: ASTM C 494, Type C or E, and containing not more than 0.1 percent chloride ions by weight of cement.

Products: Subject to compliance with requirements, provide one of the following:

"Accelguard 80"; Euclid Chemical Co.
"Pozzotec 20"; Master Builders.
"Daraset Accelerator": W. R. Grace

J. Water-Reducing, Retarding Admixture: ASTM C 494, Type D, and containing not more than 0.1 percent chloride ions by weight of cement.

Products: Subject to compliance with requirements, provide one of the following:

"Pozzolith 122R"; Master Builders.
"Eucon Retarder 75"; Euclid Chemical Co.
"Daratard-17"; W.R. Grace.

K. Prohibited Admixtures: Calcium chloride thyocyanates or admixtures containing more than 0.1 percent chloride ions are not permitted.

4. RELATED MATERIALS

A. Non-Shrink Grout: CRD-C 621, factory pre-mixed non-metallic grout.

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Products: Subject to compliance with requirements, provide one of the following:

"Set Grout"; Master Builders.
"Euco-NS"; Euclid Chemical Co.
"Sure-Grip Grout"; Dayton Superior Corp.
"Five Star Grout"; U.S. Grout Corp.

B. Waterstops: Provide flat, dumbbell type or centerbulb type waterstops at construction joints and other joints as indicated. Size to suit joints. Polyvinyl Chloride Waterstops: Corps of Engineers CRD-C 572.

Manufacturer: Subject to compliance with requirements, provide products of one of the following:

Anti-Hydro Waterproofing Co.
The Burke Co.
Harbour Town Products.
W.R. Meadows.

C. Vapor Barrier: Provide vapor barrier cover over prepared subbase material where indicated below slabs on grade. Use only materials which have a vapor permeance of 0.10 perms or less when tested in accordance with ASTM E96, Procedure A.

Manufacturer: Subject to compliance with requirements, provide products of one of the following:

"Moistop"; Fortifiber
"Plybar Plus II"; Glas-Kraft

D. Compressible Backup Material: Closed cell polyethylene foam rod equivalent to Ethafoam sealant backer rod, manufactured by Dow Chemical Co.

E. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.

F. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.

Waterproof paper.
Polyethylene film.
Polyethylene-coated burlap.

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G. Liquid Membrane-Forming Curing Compound: Liquid type membrane curing compound complying with ASTM C-309, TYPE 1. Liquid type membrane curing compound shall be an acrylic water-based curing and sealing compound.

1) Products: Subject to compliance with requirements, provide one of the following:

"Masterkure-N-Seal"; Master Builders.
"Safe Cure & Seal (J-18)"; Dayton Superior.
"Kure-N-Seal"; Sonneborn.

H. Bonding Compound: Polyvinyl acetate or acrylic base.

Products: Acrylic or Styrene Butadiene. Subject to compliance with requirements, provide one of the following:

"J-40 Bonding Agent"; Dayton Superior Corp.
"Everbond"; L & M Construction Chemicals.
"SBR Latex"; Euclid Chemical Co.
"Daraweld C"; W.R. Grace

I. CONCRETE SEALER (Mechanical Room): Polyseal by Chem-Masters Corporation, Chagrin Falls, Ohio, Seal Tight CS-309 by W.R. Meadows, Inc. or Dress and Seal 18 by L & M. Construction Chemicals, Inc. or equal.

J. Epoxy Adhesive: ASTM C 881, two component material suitable for use on dry or damp surfaces. Provide material "Type", "Grade", and "Class" to suit project requirements.

Products: Subject to compliance with requirements, provide one of the following:

"Thiopoxy"; W.R. Grace.
"Sikadur Hi-Mod"; Sika Chemical Corp.
"Euco Epoxy 452 or 620"; Euclid Chemical Co.

K. Epoxy joint filler: Euclid Chemical Company's "Euco Epoxy #700", Metzer/McGuire's, "MM-80" or Sika Corporation's, "Sikadur 51". Epoxy joint filler shall be three (3) component, 100% solids compound with a shore D hardness of 50.

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L. Structural repair compound: The Euclid Chemical Company's 'Euco Epoxy #460 or #463, Sika Corporation's, "Colma-Dur" or "Colma-Dur LV" or L & M Construction Chemical's "Epopatch".

M. Dovetail Slots: Shall be 22 gage material.

Products: Provide one of the following:

"D/A 100"; Dur-O-Wal
"AA 100"; AA Wire Products Company
"No. 100 Standard"; Heckmann

N. EXPANSION JOINTS: 1/2" thick asphalt-saturated celotex expansion joint material.

5. PROPORTIONING AND DESIGN OF MIXES

A. Contractor: solely responsible for providing concrete to meet strength requirements.

B. Composition:

1) The concrete shall be composed of Portland Cement, fine aggregate, coarse aggregate, water reducing admixture, water, and air entraining admixture where required.

2) Materials shall conform to Article MATERIALS above and to applicable sections of referenced standards.

C. Concrete Quality:

Concrete shall be proportioned and produced to provide the specified compressive strength within or below the established "standard deviation" (see "Selection of Concrete Proportion"). The concrete shall be homogeneous, readily placeable, and workable and shall be proportioned in accordance with ACI 211.1.

D. Density: The unit weight (air dry) of normal weight concrete at 28 days shall be between 140 and 150 lbs. per cu. ft.

E. Selection of Concrete Proportions by Trial Batches:

The concrete shall be proportioned to produce an average strength level in 28 days exceeding the required strength by an amount specified under Excess Strength Requirements. Adequacy of concrete proportions shall be confirmed by an approved testing laboratory on the basis of trial

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laboratory batches of concrete with both air content and slump at the maximum permitted by the specifications. Tests shall be made in accordance with "Method of Test for Compressive Strength of Molded Concrete Cylinders" (ASTM C39) on specimens prepared in accordance with "Method of Making and Curing Test Specimens in the Laboratory" (ASTM C192). Trial batch determination of concrete proportions shall be performed for each class of concrete specified unless field performance data is provided as specified below.

F. Selection of Concrete Proportions by Performance Data:

The concrete shall be proportioned to produce an average strength level exceeding the required strength. Adequacy of concrete strength shall be confirmed by records of 30 consecutive strength tests representing concrete having identical materials, proportions, air content and slump to that specified for each class of concrete specified. The 30 consecutive strength test records must have been obtained within the year preceding submission.

G. Excess Strength Requirements:

Laboratory trial batches must verify strength attainment in 28 days which shall exceed the required compressive strength (fc') by the amount specified in the following:

1. If the production facility has established control records, based on at least 30 consecutive strength tests of a similar mix obtained within the past year representing similar materials and conditions to those expected, the average strength used as a basis for selecting proportions shall exceed the required strength in accordance with Section 4.3 of ACI 318.

2. If suitable records of strength test performance are not available, proportions shall be selected to produce an average strength at least 1200 psi greater than the required strength.

H. Submit written reports to Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by Engineer.

6. CONCRETE PROPERTIES

A. Use compressive strengths of concrete as shown on the drawings and classes of concrete generally as tabulated below:

1) Class I: All concrete not specifically mentioned.

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2) Class II: All exterior concrete including but not limited to walls, foundations, beams,

3) Class III: Interior slabs on grade.

4) Class IV: Concrete subjected to deicers.

5) Class V: Lean concrete for over-excavation.

CLASS	STRENGTH 28 DAYS	MAXIMUM WATER/ CEMENT	BAGS OF CEMENT	SLUMP	SPECIAL REQUIRE-MENTS
I	3000 PSI	0.54	5.5	3"	Note (1)
II	3000 PSI	0.54	5.5	3"	Notes (1), (2)
III	3500 PSI	0.50	6.0	4"	Notes (3), (4)
IV	4000 PSI	0.40	6.5	3"	Notes (1), (2), (3)
V	1500 PSI	---	---	---	---

Slump values are those which will be measured at the point of discharge and prior to the addition of superplasticizer.

Note (1) Use water reducing admixture.

Note (2) Use air-entraining admixture.

Note (3) High range water reducing admixture (superplasticizer) may be used to increase slump to a maximum value of 8".

Note (4) Limit Air Content to 3%.

B. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Engineer before using in work.

C. Evaluation and acceptance of Concrete:

1) The evaluation and acceptance of concrete shall be governed by "Building Code Requirements for Reinforced Concrete" (ACI 318).

2) In general, the strength level of the concrete will be considered satisfactory if the averages of all sets of three consecutively tested

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concrete specimens equal or exceed the required strength and no individual strength test result falls below the required strength by more than 500 PSI.

3) If the above requirements are not met, and if the likelihood of low strength concrete is confirmed, additional tests shall be performed at the contractor's expense as outlined in Chapter 4 of the ACI 318 Code or other action appropriate to the circumstances and as determined by the Engineer shall be taken to assure the load-carrying capacity of the structure under design loads.

D. Admixtures:

1) Use water-reducing admixture or high range water-reducing admixture (superplasticizer) in concrete as required for placement and workability.

2) Use non-chloride accelerating admixture in concrete slabs placed at ambient temperatures below 50 deb F (10 deg C).

3) High-range water-reducing admixture may be used in concrete for interior slabs, slabs on metal deck, concrete required to be watertight, and concrete with water/cement ratios below 0.50.

4) Use admixtures for water-reducing and set-control in strict compliance with manufacturer's directions.

5) Use air-entraining admixture in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content of 6% plus-or-minus 1-1/2 percent.

7. CONCRETE MIXING

A. Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.

B. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.

C. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required.

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PERFORMANCE

1. GENERAL

Coordinate the installation of joint materials with placement of forms and reinforcing steel.

2. FORMS

A. Design, erect, support, brace, and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure.

B. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances complying with ACI 347.

C. Design formwork to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.

D. Construct forms to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.

E. Chamfer exposed corners and edges using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

F. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

G. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retightening forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

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H. PLACING REINFORCEMENT

1) Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for details and methods of reinforcement placement and supports, and as herein specified.

2) Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.

3) Accurately position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.

I. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

J. Install welded wire fabric in as long lengths as is practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

3. JOINTS

A. Construction Joints: Locate and install construction joints as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to Engineer.

B. Provide keyways at least 1-1/2" deep in construction joints in walls, slabs, and between walls and footings; accepted bulkheads designed for this purpose may be used for slabs.

C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints, except as otherwise indicated.

D. Waterstops: Provide waterstops in construction joints as indicated. Install waterstops to form continuous diaphragm in each joint. Make provisions to support and protect exposed waterstops during progress of work. Each piece of premolded waterstop shall be the maximum practicable length to limit the number of joints. Joint at intersections and at ends shall be made in accordance with the manufacturer's recommendations and shall develop effective watertightness equal to that of the continuous waterstop.

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E. Isolation Joints in Slabs-on-Ground: Construct isolation joints in slabs-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals, foundation walls, grade beams, and elsewhere as indicated.

F. Contraction (Control) Joints in Slabs-on-Ground: Construct contraction joints in slabs-on-ground to form panels of patterns as shown. Use saw cuts 1/8" x 1/4 slab depth, unless otherwise indicated.

1) Contraction joints in unexposed floor slabs shall be formed by saw cuts as soon as possible after slab finishing as may be safely done without dislodging aggregate.

2) If joint pattern is not shown, provide joints not exceeding 20', plus or minus 5', in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third-bays).

G. All exposed construction and contraction joints in slabs-on-grade shall be filled with the specified epoxy joint filler. Joint preparation and mixing and placing of the joint filler shall be in strict accordance with the directions of the manufacturer. Joints shall not be filled sooner than 90 days after slab placement. Carefully clean joints prior to filling with joint filler.

4. INSTALLATION OF EMBEDDED ITEMS

A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto.

B. Thoroughly clean metal to be embedded in concrete of heavy rust scale, oil, paint, other foreign matter which would reduce its bond to concrete.

C. Permit subcontractors for other trades to install sleeves, inserts, plugs, etc., required for their work in forms before concrete is poured.

D. Provide anchors required to secure materials of other trades against concrete.

E. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units sufficiently strong to support types of screed strips by use of strike-off templates or accepted compacting type screeds.

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5. VAPOR BARRIER INSTALLATION

A. Following leveling and tamping of granular base for slabs on grade, place vapor barrier sheeting with longest dimension parallel with direction of pour. Vapor barrier sheets shall be located above the compacted imported sand-gravel fill base and under the imported fine to medium sand fill.

B. Lap joints 6" and seal with appropriate tape.

C. After placement of moisture barrier, cover with fine to medium sand fill and compact to depth as shown on drawings.

6. CONCRETE PLACEMENT

A. Convey concrete from mixer or truck to forms as rapidly as possible by methods which will prevent segregation or loss of ingredients. Place in forms as nearly as practicable to its final position. Thoroughly spade or tamp around reinforcing.

B. Preplacement Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.

C. General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete", and as herein specified.

D. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.

E. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints. When concrete is started, carry on as continuous operation until placing of section is completed. Cold joints will not be permitted.

F. If concreting must be stopped before completing any particular section, build a keyed bulkhead in forms. Before continuing thoroughly dampen

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and apply the bonding compound. New concrete shall be placed only after the bonding compound has dried.

G. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.

H. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

I. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.

J. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.

K. Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.

L. Maintain reinforcing in proper position during concrete placement operations.

M. Cold Weather Placing:

1) Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.

2) When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C), and not more than 80 deg F (27 deg C) at point of placement.

3) Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

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4) Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.

N. Hot Weather Placing:

1) When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

2) Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water.

3) Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.

a. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.

b. Use water-reducing retarding admixture (Type D) when required by high temperatures, low humidity, or other adverse placing conditions.

O. FINISH OF FORMED SURFACES

1) Rough Form Finish: For formed concrete surfaces not exposed-to-view in the finished work and not to receive any applied materials. This is the concrete surface having texture imparted by form facing material used. Patch and repair tie holes and defective areas. Rub down or chip off fins and other projections exceeding 1/4" in height.

2) Smooth Form Finish: Smooth Form Finish, as defined by ACI 301, shall be provided at concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or other similar system. This is finished cast-in- concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. The form facing material shall be supported by studs or other backing capable of preventing excessive deflections within tolerances defined in ACI 301. Material

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with raised grain, torn surfaces, worn edges, patches, dents, or other defects which will impair the texture of the concrete surface shall not be used. Repair and patch defective areas with fins or other projections completely removed and smoothed. Rub surfaces exposed-to-view smooth.

P. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

7. MONOLITHIC SLAB FINISHES

A. Scratch Finish: Apply scratch finish to monolithic slab surfaces that are to receive concrete floor topping or mortar setting beds for tile, portland cement terrazzo, and other bonded applied cementitious finish flooring material, and as otherwise indicated.

After placing slabs, plane surface to tolerances not exceeding 1/4" in 18'-0" when tested with a 18'-0" straight edge. Slope surfaces uniformly to drain where required. After leveling, roughen surface before final set, with stiff brushes, brooms, or rakes.

B. Float Finish: Apply float finish to monolithic slab surface to receive trowel finish.

After screeding, consolidating, and levelling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Cut down high spots and fill low spots. Uniformly slope surfaces to drains where required. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

C. Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed-to-view at stair areas, machine rooms, and slab surfaces to be covered with paint.

After floating, begin first trowel finish operation using a power- driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final

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hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with surface leveled to tolerances of F_F 20 - F_L 17. Grind smooth surface defects which would telegraph through applied floor covering system.

C. Non-Slip Broom Finish: Apply non-slip broom finish to slabs for vehicular traffic, exterior concrete slabs, platforms, steps, and ramps, and elsewhere as indicated.

Immediately after float finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

8. CONCRETE CURING AND PROTECTION

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.

C. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

D. Curing Methods: Perform curing of concrete by curing and sealing compound, by moist curing, by moisture-retaining cover curing, and by combinations thereof, as herein specified.

E. Provide moisture curing by following methods.

1) Keep concrete surface continuously wet by covering with water.

2) Continuous water-fog spray.

3) Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.

F. Provide moisture-cover curing as follows:

Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3"

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and sealed by waterproof tape of adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

G. Provide curing and sealing compound to exposed interior slabs and to exterior slabs, walks, and curbs, as follows:

1) Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours). Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

2) Do not use membrane curing compounds on exterior slabs, exterior walks, and any concrete surfaces which are to be covered with coating material applied directly to concrete, waterproofing, dampproofing, membrane roofing, painting, and other coatings and finish materials, unless otherwise acceptable to Engineer.

3) Sealer and Dustproofer: Apply a second coat of specified curing and sealing compound to surfaces.

9. REMOVAL OF FORMS

A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

B. Form facing material may be removed 4 days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

10. MISCELLANEOUS CONCRETE ITEMS

A. Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

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B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.

D. Grout base plates and foundations as indicated, using specified non-shrink grout. Use non-metallic grout.

11. CONCRETE SURFACE REPAIRS

A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Engineer.

B. Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.

C. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.

D. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.

E. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness using a template having required slope.

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F. Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.

G. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.

H. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Engineer.

I. Repair defective areas, except random cracks and single holes not exceeding 1" diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

J. Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.

K. Perform structural repairs with prior approval of Engineer for method and procedure, using specified epoxy adhesive and mortar.

L. Repair methods not specified above may be used, subject to acceptance of Engineer.

12. QUALITY CONTROL TESTING DURING CONSTRUCTION

A. The Owner will employ a testing laboratory to perform tests and to submit test reports.

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B. The Testing Laboratory will analyze the proposed concrete design mix and sample and test aggregate and concrete as follows:

1) Fine aggregate tests: organic content, sieve analysis, fineness modulus.

2) Coarse aggregate tests: sieve analysis.

3) Mix design: refer to Section 03310 for requirements and submittal format.

C. Sampling and testing for quality control during placement of concrete shall include the following:

1) Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.

2) Slump: ASTM C 143; one test for each 100 cubic yards, or fraction thereof, at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.

3) Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231 pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.

4) Concrete Temperature: Test hourly when air temperature is 40 deg F (4 deg C) and below, and when 80 deg F (27 deg C) and above; and each time a set of compression test specimens made.

5) Compression Test Specimen: ASTM C 31; one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.

6) Compressive Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yds. plus additional sets for each 50 cu. yds. over and above the first 25 cu. yds. of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.

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7) When frequency of testing will provide less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.

8) When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.

9) Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.

10) Test results will be reported in writing to Engineer and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day tests and 28-day tests.

D. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Engineer. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests when unacceptable concrete is verified.

E. Reinforcing: The testing service will inspect the location and installation details of reinforcing steel for compliance with the approved drawings, specifications and AC1 318.

F. CONCRETE CURBS: Rub, cure and protect concrete curbs and/or curb and gutter. Provide expansion and contraction joints at a maximum of 20' O.C.

G. EXPANSION JOINTS: Joints in walks or approaches shall be as shown, where not shown, shall be 20' O.C. maximum. Provide expansion fillers where concrete abuts vertical faces of Building or other concrete.

H. CONTROL JOINTS: Joints in slabs shall be as shown.

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CONCRETE MIX DESIGN SUBMITTAL FORM: Page 1 of 3
(one for each class of concrete specified)

PROJECT:_____ CITY:_____

GENERAL CONTRACTOR:_____

MIX DESIGN NO.:_____ CONCRETE GRADE;_____

USE (Describe):_____

SUBMISSION BASIS: Performance Data ☐ Trail Batches ☐

DENSITY: _____ PCF STRENGTH: _____ PSI (28 DAY)

SLUMP: _____ IN. AIR: _____ %

AGGREGATES (SIZE, TYPE, SOURCE, SPECIFICATION)

COARSE: _____

FINE: _____

OTHER MATERIALS:	**PRODUCT-MANUFACTURER (SOURCE)**
CEMENT: TYPE _____	_____
AIR ENTRAINER:_____	_____
WATER REDUCER:_____	_____
SUPERPLASTICIZER: _____	_____
ACCELERATOR: _____	_____
RETARDER: _____	_____

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(one for each class of concrete specified)

RATIOS

WATER	_____ Lbs.		
CEMENT	Lbs.	= _____	
FINE AGG.	_____ Lbs.		
TOTAL AGG.	Lbs.	= _____	

MIX PROPORTIONS
Per Cubic Yard

	WEIGHT (LBS.)	VOLUME (CU. FT.)
CEMENT:	_____	_____
FINE AGG.:*	_____	_____
COURSE AGG.:*	_____	_____
WATER:***	_____	_____
TOTAL:	_____	_____

* Saturated surface dry weight
** Footings, interior slabs, etc.
*** Includes free water in AGG.

STANDARD DEVIATION ANALYSIS:

NUMBER OF TEST CYLINDERS EVALUATED: _____ STANDARD DEVIATION:_____

MIX DESIGN PROPORTIONED TO ACHIEVE $f'_{cr} = f'_c +$ _____psi

$f'_{cr} = f'_c + 1.34s$ or $f'_{cr} = f'_c + 2.33s - 500$

TRIAL MIX TEST DATA:
COMPRESSIVE STRENGTH, PSI

AGE, DAYS	MIX #1	MIX #2	MIX #3
7	_____	_____	_____
7	_____	_____	_____
28	_____	_____	_____
28	_____	_____	_____

AIR CONTENT = _____%

SLUMP (INITIAL) = _____IN.

UNIT WEIGHT = _____ PCF

SLUMP (FINAL) = _____ IN.
(after superplasticiser)

REV. 5/96

REMARKS:

_____

_____

_____

NOTE: Fill in all blank spaces. Use -0- (zero) or N.A. (not applicable). See Design and Control of Concrete Mixtures, 12th Edition by Portland Cement Association, for assistance in filling out this form.

SUBMITTED BY:

Ready Mix Supplier:

Name: _____

Address: _____

_____

Telephone: _____ Date: _____

DIVISION 4: MASONRY

SECTION 4A: BRICK

GENERAL PROVISIONS:

SCOPE: Furnish and install 3 5/8" thick brick, mortar and accessories system as indicated in the drawings and specifications. Furnish and install complete with fasteners, anchors and other required attachments and special shapes.

MATERIALS:

1. BRICK manufactured by General Shale Products Corporation, Belden Brick Company, Baltimore Brick Company and Glen-Gery Brick (Scotch Traditions), hand molded and used in appearance and as approved by the Owner, in the grades and colors as follows:

   Face Brick: (Red Veneer) : AMSI/ASTM C216, Type FBX, Grade SW, molded and used in appearance. Color: in one range as selected by Owner.

   Face Brick: (Brown) : AMSI/ASTM C216, Type FBX, Grade SW, molded and used in appearance. Color: in one range as selected by Owner.

   Face Brick: (White) : AMSI/ASTM C216, Type FBX, Grade SW, molded and used in appearance. Color: in one range as selected by Owner.

   The brick shall be installed in a running bond, with all three colors blended as directed by the Owner.

1. Accessories and anchorages manufactured by Durowall, Inc., AA Wire Products Company, Heckman Building Products, Inc., or Hohmann & Barnard, Inc.

   A. Corrugated Formed Sheet Metal Wall Ties: 7/8" x 6 3/4" size x 22 gage thick, galvanized steel finish.

2. Brick Sealer: Water based silane sealer by Hydrozo Coatings Company (Enviroseal Double 7) or approved equal.

3. Mortar: ASTM C270, Type S using the Property Method, in color selected by Owner. 1 part Portland Cement, 1/2 part lime and sand equal to 2 1/4 to 3 times the amount of cementitious material, all measured by volume. Add integral waterprooofer to the mortar mix.

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1) Portland Cement: ASTM C150, Type I, color as selected by Owner.

2) Sand: Clean white iron-free quartzite or silica type, for thin joints per ASTM C144, not less than 100% passing a No. 8 sieve.

3) Hydrated Lime: ASTM C207, Type S.

4) Water: Clean and potable.

PERFORMANCE

1. INSTALLATIONS: Install in accordance with Manufacturer's instructions.

   A. Lay solid masonry units in full bed of construction cement, with full head joints, uniformly jointed with other work.

   B. Remove excess mortar as Work progresses.

   C. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.

   D. Perform jobsite cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.

2. SEALER APPLICATION: After surfaces are clean, and dry, treat any apparent alkali or efflorescence with a neutralizing compound recommended by brick manufacturer. Mix two part sealer and coat entire wall in accordance with manufacturer's directions, applying from the bottom up. Remove excess sealer from adjacent construction and brick surfaces.

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DIVISION 5: METALS

SECTION 5A: STRUCTURAL STEEL

GENERAL PROVISIONS:

1. RELATED WORK SPECIFIED IN OTHER SECTIONS

   Concrete Work: Section 3A.

2. SUMMARY

   A. Extent of Structural steel work is shown on drawings, including notes and details to show size and location of members and type of steel required. Extent of Structural Steel includes, but is not limited to, providing and installing beams, columns, base and cap plates, bearing plates, leveling plates, angles, plates, bent plates, and other items which are part of structural framing and bracing, or are secured to structural steel beams or columns, or are shown on the Structural Drawings. In addition, provide all items listed in Section 2 of the AISC Code of Standard Practice except loose lintels which are specified in Section 05500, Miscellaneous Metals.

   B. Provide steel sections, anchors, bolts, expansion bolts, and other items attached to structural steel for attachment of work of other trades.

   C. Miscellaneous Metal Fabrications are specified elsewhere in Division 5.

   D. Refer to Division 3 for anchor bolt installation in concrete.

   E. Source quality control: materials and fabrication procedures are subject to inspection and tests in mill, shop, and field. Such inspections and tests will not relieve Contractor of responsibility for providing materials and fabrication procedures in compliance with specified requirements.

   F. Design of connections: connection design parameters and member end reactions are indicated on the drawings. The Fabricator shall be responsible for the design and adequacy of all connections. Promptly notify the Engineer of Record whenever connection design parameters are not clearly understood.

   G. Existing conditions: Verify dimensions at site whenever possible without causing delay in the work.

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3. SUBMITTALS

A. Product data: submit producer's or manufacturer's specifications and, when appropriate, installation/application instructions for the following products:

1) Structural steel primer paint.

2) Shrinkage-resistant grout.

B. Certification of Conformance: state that products conform to construction document requirements for the following products:

1) Structural steel (each type).

2) High strength bolts including bolts and washers.

a. Certificate shall be signed by the supplier and countersigned by Contractor.

C. Shop drawings: submit shop drawings including complete details for fabrication and assembly of structural steel. Include all erection plans, member details, and anchor bolt setting plans. Column details shall include column flange and/or web reinforcement sized by the Contractor in accordance with AISC requirements.

1) No changes shall be made on any approved shop drawings without the written authorization of the Engineer of Record.

2) The omission from the shop drawings of any material shown on the contract drawings shall not relieve the Contractor from furnishing same, even though the drawings have been returned reviewed.

3) Substitutions of shapes or sections, or modifications of details as well as any deviations from the Structural Design Drawings, and the reasons therefore, shall be submitted with shop drawings for approval <u>and shall be specifically called to the attention of the Engineer of Record</u>.

4) Resubmitted shop drawings shall have <u>revisions circled or clouded</u> to identify the change. Piece mark designations which may be added to erection drawings on successive submissions need not be identified.

5) The Contractor alone shall be responsible for all errors of detailing, fabrication, and for the correct fitting of the structural members.

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6) The Contractor shall be responsible for the correct coordination of his work where it comes in conjunction and/or contact with any other work. Dimensions are the responsibility of the Contractor. Indicate provisions to be made for connection of other work such as stair stringers and supports for equipment and apparatus. Indicate information relative to holes, cut-outs, and fittings as required by the work of other trades.

7) Fabrication of any material or performance of any work shall not proceed until shop drawings have been reviewed by the Engineer of Record.

8) The details shall be prepared in such a way as to avoid having steel connections, bracing, etc., interfere with architectural details or in any way reduce the area of shafts, openings, clearances, etc.

9) All weld symbols, both shop and field shall be those shown in the latest edition of "Symbols for Welding and Nondestructive Testing", AWS A2.4.

D. Welder Certification: provide certification that welders to be employed in work have satisfactorily passed AWS qualification tests.

4. QUALITY ASSURANCE

A. Refer to Quality Control in this Section.

B. Codes and standards: comply with provisions of following, except as otherwise indicated:

1. AISC "Code of Standard Practice for Steel Buildings and Bridges", dated June 10, 1992.

a. Paragraph 4.2.1 of the above code is hereby modified by deletion of the following sentences:

1) "Where the fabricator must select or complete connection details, this approval constitutes acceptance by the owner's authorized representative of design responsibility for the structural adequacy of such connections."

2) "Approval of this submittal [for a changed detail] constitutes acceptance by the owner's authorized representative of design responsibility for the structural adequacy of the changed detail."

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C. AISC "Specifications for Structural Steel Buildings, Allowable Stress Design and Plastic Design, June 1, 1989 with commentary".

D. AISC "Specifications for Structural Joints using ASTM A 325 or A 490 Bolts" approved by the Research Council on Riveted and Bolted Structural Joints of the Engineering Foundation, November 13, 1985.

E. American Welding Society (AWS) D1.1 "Structural Welding Code - Steel".

F. ASTM A 6 "General Requirements for Delivery of Rolled Steel Plates, Shapes, Sheet Piling and Bars for Structural Use".

G. Qualifications for Welding Work: Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure".

5. DELIVERY, STORAGE AND HANDLING

A. Deliver materials to site at such intervals to insure uninterrupted progress of work.

B. Deliver anchor bolts and anchorage devices, which are to be embedded in cast-in-place concrete, in ample time to not delay work. Provide setting drawings, templates, and directions for the installation of the anchor bolts and other devices.

C. Store materials to permit easy access for inspection and identification. Structural steel members which are stored at the project site shall be above ground on platforms, skids or other supports. Other materials shall be stored in a weathertight and dry place until ready for use in the work. Protect steel members and packaged materials from corrosion and deterioration.

D. Do not store materials on structure in a manner that might cause distortion or damage to members or supporting structures. Repair or replace damaged materials or structures as directed.

MATERIALS:

6. PRODUCTS

A. Metal surfaces, general: for fabrication of work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, rust and scale, seam marks, roller marks, rolled trade names and roughness. Remove such blemishes by grinding, or by

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welding and grinding, prior to cleaning, treating and application of surface finishes.

B. Structural steel shapes, plates, and bars: ASTM A 36.

C. Cold-formed steel tubing: ASTM A 500, Grade B (Fy=46 ksi).

D. Structural steel pipe: ASTM A53, Type S, Grade B.

E. Anchor bolts: ASTM A 307, nonheaded type unless otherwise indicated.

F. High-strength threaded fasteners: American made, heavy hexagon structural bolts, heavy hexagon nuts, and hardened washers, as follows:

1) Quenched and tempered medium-carbon steel bolts, nuts and washers, complying with ASTM A 325.

G. Expansion bolts/anchors: conforming to Federal Specification FF-S-325, Group II, Type 4, Class 1 for concrete expansion anchors.

H. Electrodes for welding: AISC Specification, Structural Steel for Buildings, Section 1.4.5, Series E70XX or E80XX.

I. Structural steel primer: lead and chromate free metal primer equivalent to Tnemec No. 10-1009 Grey Metal Primer.

J. Hot-Dipped Galvanizing: in accordance with ASTM A 123.

K. Zinc rich coating: a liquid compound containing 95% zinc in the dried film equivalent to Z.R.C. Cold Galvanizing Compound

L. Non-Shrink Grout: ASTM C 1107 Grade B or C, factory pre-mixed grout.

1) Products: Provide one of the following:

"Set Grout"; Master Builders.
"Euco-NS"; Euclid Chemical Co.
"Sure-Grip Grout"; Dayton Superior Corp.
"Five Star Grout"; U.S. Grout Corp.

7. FABRICATION

A. Shop fabrication and assembly: fabricate and assemble structural assemblies in shop to greatest extent possible. Fabricate items of

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structural steel in accordance with AISC Specifications and as indicated on final shop drawings. Provide camber in structural members where indicated.

B. Properly mark and match-mark materials for field assembly.

C. All beams, unless otherwise shown, shall be fabricated with the natural camber up.

D. Where finishing is required, complete assembly, including welding of units, before start of finishing operations. Provide finish surfaces of members exposed in final structure free of markings, burrs, and other defects.

E. High-strength bolted construction: install high-strength threaded fasteners in accordance with AISC "Specifications for Structural Joints using ASTM A 325 or A 490 Bolts". High-strength fasteners indicated as bearing connectors on the drawings shall be tightened to a "snug tight" condition in accordance with ASTM A325 or A490, Section 8(c).

F. Welded construction: comply with AWS Code for procedures, appearance and quality of welds, and methods used in correcting welding work.

G. Assemble and weld built-up sections by methods which will produce true alignment of axes without warp.

H. Holes for Other Work: Provide holes required for securing other work to structural steel framing, and for passage of other work through steel framing members, as shown on final shop drawings. Shop cut, drill, or punch holes perpendicular to metal surfaces. Do not flame cut holes or enlarge holes by burning. Drill holes in bearing plates.

8. SHOP PAINTING

A. General: shop paint structural steel.

1) Do not paint surfaces which are to be welded or high-strength bolted with slip critical type connections.

2) Apply 2 coats of paint to surfaces which are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

3) Do not paint steel which will be hot-dipped galvanized or which will receive a zinc-rich coating.

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B. Surface preparation: after inspection and before shipping, clean steel work to be painted. Remove loose rust, loose mill scale, and spatter, slag or flux deposits. Clean steel in accordance with Steel Structures Painting Council (SSPC) as follows:

1) SP-3 "Power Tool Cleaning".

C. Painting: immediately after surface preparation, apply structural steel primer paint in accordance with manufacturer's instructions and at a rate to provide dry film thickness of not less than 1.5 mils. Use painting methods which result in full coverage of joints, corners, edges and exposed surfaces.

9. GALVANIZING

General: steel members exposed to weather in the completed construction shall be hot-dipped galvanized in accordance with ASTM A 123. Minimum acceptable zinc coating weight shall be 2 oz./sq. ft.

PERFORMANCE:

1. ERECTION

A. Surveys: Check elevations of concrete, bearing surfaces, and locations of anchor bolts and similar devices, before erection work proceeds, and report discrepancies to the Engineer of Record. Do not proceed with erection until corrections have been made, or until compensating adjustments to structural steel work have been agreed upon with the Engineer of Record.

B. Temporary shoring and bracing: provide temporary shoring and bracing members with connections of sufficient strength to bear dead, snow, wind and erection loads. Maintain temporary shoring and bracing members and connections, until permanent members are in place and final connections are made and until all shear walls have been erected and attached to steel framing. Provide temporary guy lines to achieve proper alignment of structures as erection proceeds.

C. Temporary planking: provide temporary planking and working platforms as necessary to effectively complete work.

D. Setting bases and bearing plates: clean concrete bearing surfaces of bond-reducing materials and roughen to improve bond to surfaces. Clean bottom surface of base and bearing plates.

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E. Grouting: pack grout solidly between bearing surfaces and bases or plates to ensure that no voids remain. Finish exposed surfaces, protect installed materials, and allow to cure.

1) For proprietary grout materials, comply with manufacturer's instructions.

F. Field assembly: set structural frames accurately to lines and elevations indicated. Align and adjust various members forming part of complete frame or structure before permanently fastening. Clean bearing surfaces and other surfaces which will be in permanent contact before assembly. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

G. Level and plumb individual members of structure within specified AISC tolerances.

H. All beams shall be erected with the natural camber up.

I. The Contractor shall be solely responsible for obtaining from the Heating, Ventilating and Air Conditioning; Electrical; Plumbing; and other Sub-Contractors the final approved sizes and location and framing requirements for openings and special supports to be provided for their trades.

J. Provide heavy washers above base plates at all anchor bolts and as otherwise required.

K. The Contractor shall be solely responsible that all welded connections, including moment connections, are completed and made in full compliance with all recommendations and requirements of the AWS Building Code.

L. The Contractor shall be solely responsible that all bolted connections are complete. Connections with high strength bolts shall be completed in full compliance with all requirements of the Specification for Structural Joints.

M. High strength threaded fasteners shall be used in all connections requiring bolting.

N. Splice members only where indicated and accepted on shop drawings.

O. Do not enlarge unfair holes in members by burning or by use of drift pins, except in secondary bracing members. Ream holes that must be enlarged to admit bolts.

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P. Gas cutting: do not use gas cutting torches in field for correcting fabrication errors in primary structural framing. Cutting will be permitted only on secondary members which are not under stress, as acceptable to the Engineer of Record. Finish gas-cut sections equal to a sheared appearance when permitted.

Q. Touch-up painting and Z.R.C. coating: immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint or Z.R.C. coating. Apply paint or coating to areas using same material as used for shop painting.

1) Apply by brush or spray to provide minimum dry film thickness of 1.5 mils.

2. QUALITY CONTROL

A. Owner will engage an independent testing and inspection agency to inspect high-strength bolted connections and welded connections and to perform tests and prepare test reports.

B. Testing agency shall conduct and interpret tests and state in each report whether test specimens comply with requirements, and specifically state any deviations therefrom.

C. Provide access for testing agency to places where structural steel work is being fabricated or produced so that required inspection and testing can be accomplished.

D. Testing agency may inspect structural steel at plant before shipment; however, Architect reserves right, at any time before final acceptance, to reject material not complying with specified requirements.

E. Correct deficiencies in structural steel work which inspections and laboratory test reports have indicated to be not in compliance with requirements. Perform additional tests, at Contractor's expense, as may be necessary to reconfirm any non-compliance of original work, and as may be necessary to show compliance of corrected work.

F. Shop bolted connections: Inspect or test in accordance with AISC specifications.

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G. Shop welding: inspect and test during fabrication of structural steel assemblies, as follows:

1) Certify welders and conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.

2) Perform visual inspection of all welds.

H. Field bolted connections: inspect in accordance with Section 6 of Specification for Structural Joints.

I. Field welding: inspect and test during erection of structural steel as follows:

1) Certify welders and conduct inspections and tests as required. Record types and locations of defects found in work. Record work required and performed to correct deficiencies.

2) Perform inspection of all field welds on members where indicated on the drawings by non-destructive testing in accordance with Section 6 of AWS Building Code.

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SECTION 5B: MISCELLANEOUS METAL FABRICATIONS

GENERAL PROVISIONS

SCOPE: Furnish and install pipe guards and metal gates for trash dumpster's area and compressor stand.

MATERIALS

1. PIPE GUARDS: 4" Standard Steel Pipe.

2. Dumpster gates and posts shall conform to ASTM A-36 of sizes shown.

   A. SHOP PAINTING: Apply one (1) shop coat of rust inhibitive paint to all steel surfaces, except surface areas to be imbedded in concrete or field welded.

   B. Welds shall be cleaned and painted with rust inhibitive primer paint. Where rusting of steel members occurs prior to acceptance of the Building, the rust spots shall be removed by sandblasting or grinding to bare metal and repainted with rust inhibitive primer.

PERFORMANCE

INSTALLATION:

1. PIPE GUARDS: Set pipe in concrete. Fill pipes with concrete and form concrete dome at top.

2. METAL GATES: Install as shown.

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DIVISION 6: WOOD

SECTION 6A: ROUGH CARPENTRY

GENERAL PROVISIONS

1. SCOPE: Furnish and install all wood trusses, wall and roof framing, roof deck, exterior sheathing, and all blocking, clips and accessories.

2. NOTES: Framing shall conform to all applicable State and Local Codes and Ordinances.

   Roof Trusses shall be designed to withstand a minimum of 18 PSF Dead Load plus equipment loads imposed upon them in addition to a minimum Live Load of 30 lbs. per square foot except where this minimum Live/Snow Load is exceeded by Local requirements. In that case, Roof Trusses shall be designed to withstand all Dead Loads plus the locally required Live Load.

3. QUALITY CONTROL: All plywood shall be American Plywood Association (APA) Grade-Trademarked.

4. SHOP DRAWINGS: Submit four (4) copies of Sealed Engineering Shop Drawings of the intended Truss Details to the Owner's Representative.

5. DELIVERY AND STORAGE: When delivered to the Site, the moisture content of framing lumber shall be not more than 19%.

MATERIALS

1. FRAMING, lumber for studs, posts, blocking, plates, ceiling joists, trusses, furring, and rafters shall be Southern Pine No. 2 or equal Grade with a minimum extreme Fiber Bending, FB, of 1200 PSI.

2. TREATED LUMBER: All lumber in contact with concrete or masonry shall be decay-resistant pressure-treated with water solution of preservative chemicals and then air seasoned or kiln dried. Wolmanized by Koppers Company, Inc., 1900 Koppers Building, Pittsburgh, PA, or OSMOSE K-33 by Osmose Wood Preserving Co. of America, Inc., Buffalo, NY.

3. WALL SHEATHING (unless noted otherwise) shall be C-D Plywood, exterior glue, 5/8" thick with a designation of 24/0 or greater. Substitutions: 1/2" OSB Panels are allowed for wall sheathing only.

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All Panels shall bear the stamp of Timber Engineering Company and the name of the Manufacturer. The "Nailing Schedule for Plywood" shall apply.

A. EXTERIOR MDO PLYWOOD: Exterior grade, exposed painted - MDO Medium Density Overlay, with tongue and groove or shiplap edge profiles in thickness indicated in the Plans.

4. PLYWOOD ROOF SHEATHING shall be C-D interior plywood, exterior glue, with a designation of 24/0 or greater. At the option of the Contractor, Tongue and Groove Plywood may be used. See Roof Framing Plan for thickness. OSB Panels are not allowed for roof sheathing.

5. SHEET METAL ANCHORS as required shall conform to ASTM A-93 and be Simpson Designations shown or equal by Teco, Silver, or Heckman.

6. NON-COMBUSTIBLE LUMBER AND PLYWOOD as noted shall be fire retardant treated with pressure-impregnated fire retardant monomeric resin solution and then kiln dried to cure chemicals in wood. Treatment shall have U.L. designation of FRS or Flame Spread Rating not greater than 25. Dricon by Koppers Company, In., Pittsburgh, PA, or Osmose Flame Proof LHC by Osmose Wood Preserving Co. of America, Inc., Buffalo, NY.

7. WOOD SLEEPERS to be kiln dried Redwood or Cypress, Grade B or better.

8. BLOCKING supplied and installed by individual trades as required shall be coordinated by General Contractor for proper location and installation.

9. FASTENERS:

A. Nails shall be Common Steel Wire Federal Specification FF-N-101 except as otherwise noted. Length shall be 2 1/2 times thickness of piece nailed minimum. All nails for exposed work shall be finishing or casing nails with heads set. Use aluminum allow or stainless steel nails for exterior work.

B. Self-trapping sheet metal screws shall be used when attaching wood to metal framing.

C. Hardened steel nails shall be used when attaching wood to concrete or masonry.

D. Powder-Actuated Fasteners: CID A-A-442, A-A-444, or A-A-445.

10. NAIL STOPPERS shall be NS-16, 16 gage Galvanized Steel to conform to National Electric Code, by Simpson Company or equal by Teco of Silver.

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PERFORMANCE

1. INSTALLATION:

Provide all temporary guying and bracing required to erect and hold the wood frame in alignment until all roof trusses, roof decks, floor decks, and walls are in place. Bracing recommendations by the Wood Truss Council of America refer to Minimum Bracing Guidelines.

Install all framing plumb, level, and true.

Install framing anchors as recommended by Manufacturer.

Trusses shall be installed level, plumb, and true, and spaced in accordance with Truss Layout Plan. Trusses shall be anchored with metal clips to withstand uplift forces. All permanent bracing elements shall be installed according to the Truss Fabricators Details.

Provide studs or blocking for all accessories attached to walls such as ladder, toilet accessories, toilet partitions, shelving and counters. Refer to blocking schedule for representative or typical blocking locations and details.

2. NAILING SCHEDULE FOR PLYWOOD:

A. WALL, SHEAR WALL, AND ROOF SHEATHING - Nailing shall be according to Sheathing Nailing Schedule.

B. MANSARD NAILING shall be 6" O.C. minimum at edges and 12" minimum at intermediate support unless otherwise noted.

C. PANEL END JOINTS TO OCCUR OVER FRAMING. Allow 1/16" spacing at Panel Ends and 1/8" at Panel Edges.

D. POWER NAILING shall use the same nail size as specified. The nail head SHALL NOT be driven BELOW the surface of the Plywood.

3. NAILING SCHEDULE FOR FRAMING:

All framing shall be nailed with minimum connections meeting the requirements of Appendix M, Boca Basic Building Code.

4. Install Nail Stopper to protect water, gas, and electric lines that penetrate the Framing Members.

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SECTION 6B: FINISH CARPENTRY

GENERAL PROVISIONS

1. SCOPE: Furnish and install clapboard, exposed interior and exterior wood trim, millwork, casework, wood cabinets, plastic laminates, and wood shelving, unless otherwise noted on drawings.

2. MOISTURE CONTENT: Finish woodwork materials shall be kiln dried to the following moisture content unless otherwise recommended in the applicable "Quality Standards" for Regional Climate Conditions:

   Interior Woodwork - 6% to 11%
   Exterior Woodwork - 9% to 12%

3. FIELD MEASUREMENTS: All dimensions affecting prefabricated millwork and casework items shall be Field verified prior to fabrication.

4. CONDITIONS: Provide proper temperature and humidity requirements for woodwork installation areas. Install woodwork after the required temperature and relative humidity have been stabilized in installation areas. Maintain temperature and humidity conditions until acceptance of the work by the Owner.

5. QUALITY CONTROL: Woodwork shall comply with Architectural Woodwork Institute (AWI) "Quality Standards" except where otherwise noted.

6. SUBMISSIONS: Submit four (4) copies of Shop Drawings of all Cabinetwork and Millwork Items to Owner.

MATERIALS

1. EXTERIOR WOOD TRIM: Facias, starter strips, moldings, soffits and trim; of white cedar, clear grade or better, to match profile and detailing indicated in the Drawings, backprimed with one coat of exterior grade latex paint before installation.

   A. Nails: Hot dipped galvanized type; non-staining, of size and strength to securely and rigidly retain the work. Do not fill the nail holes.

2. INTERIOR WOOD TRIM:

   A. Red Oak in AWI Custom Grade 1 Plain Sawn Wood. Fabricate wood trim to Dimensions, Profile and Details shown. Route or groove reverse side of trim members wider than 4" to be applied to flat surfaces except for members with ends exposed in the finished work. Secure with finish nails

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staggered and counter sink, with putty to match wood color. Miter outside corner and continuous joints. Finish with one (1) coat of Benwood Past Wood Filler #238-05 and two (2) coats Benwood Polyurethane Finish Low Lustre #435.

B. Pine: PS 20; Custom grade in accordance with AWI; maximum moisture content of 6 percent; southern yellow pine species, with vertical grain, #2 grade or better. Sand and seal with one coat of water-borne sealer ready for painted finish specified in Section 9E.

3. CABINETS, COUNTERTOPS, AND OTHER MILLWORK: Comply with AWI Quality Standards for Custom Work.

A. PLYWOOD: Exposed Painted - MDO Medium Density Overlay.
Concealed - B-C Plywood.
Exposed Stained - 3/4" Oak Plywood.
Edge Band Exposed Plywood Edges with Clear Wood Trim and Concealed Fasteners.

B. WOOD TRIM: Clear Varnish, Red Oak.
Stain/Varnish - Bass Wood.
Painted - Clear Pine.

C. PLASTIC LAMINATE: Provide Plastic Laminate or the Manufacturer, color, texture, and pattern as shown on Finish Schedule, unless otherwise noted on plans.

4. HARDWARE: Adjustable shelf hardware shall be Knape and Vogt, wall-mounted shelf standards with Heavy Duty Brackets as shown. Finish Anochrome.

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DIVISION 7: THERMAL AND MOISTURE PROTECTION

SECTION 7A: BUILDING INSULATION

GENERAL PROVISIONS

1. SCOPE: Furnish and install fiberglass insulation to provide a completely insulated thermal shell with no breaks or penetrations.

2. NOTES: Insulation values shall comply with State and Local Code requirements and/ or values shown on the Drawings and specified herein, whichever requirement provides the Greater "R" Value.

3. QUALITY CONTROL: The Owner shall be notified when the insulation is in place, prior to the installation of Finish Materials.

MATERIALS

1. FIBERGLASS INSULATION CONCEALED in walls by Owens-Corning or Johns-Manville. 5 1/2", R-22, Fiberglass Roll Insulation with Kraft Type Vapor Barrier on inside face unless kraft paper is not in contact with gypsum board wall sheathing, at which point is shall be provided with Integral Foil Reinforced Kraft facing.

2. FIBERGLASS INSULATION EXPOSED above ceiling by Owens- Corning or Johns-Manville. 9 1/2", R-30 Fiberglass Roll Insulation with Integral Foil Reinforced Kraft facing on inside face with Flame Hazard Rating of 25/50 or less.

3. PERIMETER FOUNDATION INSULATION shall be Styrofoam SM by Dow Chemical Co . or approved equal, 2" thick. Thermal Conductivity shall be .20 BTH/HR/SQ.FT./INCH Thickness at 75 DEG F Mean Temperature, R-10 Value.

4. SLAB FORMING PERIMETER INSULATION shall be Styrofoam BY Dow Chemical Co . or approved equal, in thickness and height indicated in the drawings.

5. SOUND ATTENUATION INSULATION: ASTM C 665, Type I and ASTM E 136; preformed glass fiber batts; minimum 3 1/2 inches thick to achieve an STC rating of 50, with batts doubled to fill the cavities in 6" nominal thick walls.

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PERFORMANCE

INSTALLATION:

1. FIBERGLASS INSULATION: Staple and/or tape in place with Vapor Barrier side inward. All joints shall be lapped to prevent moisture vapor migration. All penetrations and Plumbing and Electrical Boxes shall be insulated on the Outward Side. Any joints not over Wood framing or Blocking shall be taped thoroughly. Stuff around door frames and closely spaced framing members.

2. PERIMETER FOUNDATION INSULATION: Install from top of slab downward to the top of footings as indicated in the construction drawings. Otherwise insulation shall extend from top to bottom of slab and then horizontally under slab 48" toward interior of Building.

3. SOUND ATTENUATION BATT INSULATION: Install in a friction fit manner between studs. Fill cavity completely. Cut the lengths to friction fit against floor and ceiling tracks or wall headers. Supplementary support should be provided until drywall is in place on both sides of walls over 8 feet high. Fit insulation around outlets, junction boxes and other irregularities. Extend sound attenuation batts from the floor to the underside of structure at all indicated walls and locations.

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SECTION 7B: SHINGLES

GENERAL PROVISIONS

SCOPE: Furnish and install Fiberglas shingles, underlayment, eave and valley (Ice and Watershield) protection, ridge vents, flashings, rake and eave edges, closures, and miscellaneous accessories to provide a complete roof enclosure as shown on the Drawings.

MATERIALS

A. MANUFACTURERS - FIBERGLASS SHINGLES

1. Bird, Incorporated; Seal King (1-800-247-3462)

2. Manville Fire King III (1-800-526-3992)

3. GAF Timberline 25 (1-732-297-0091)

B. FIBERGLASS SHINGLES

1. Fiberglass Shingles: ANSI/ASTM D3018, Class A with Type I - Self Sealing; UL Rating of A and Wind Resistance Label, glass fiber mat base, mineral granule surface type; weight no less than 265 lb./square; self sealing type; architectural grade type; slate blend color. 25 year warranty.

C. SHEET MATERIALS

1. Eave and valley (Ice and Watershield) Protection: Sheet barrier of rubberized asphalt bonded to sheet polyethylene, 40 mil total thickness, with strippable treated release paper; manufactured by W.R. Grace and Company, or Nord Bitumi U.S., Inc.

2. Starter Course: Trim tabs from shingle, applying solid shingle strips as starter course, extending 3/8" over eave and rake edges for drip edge.

3. Underlayment: ANSI/ASTM D226, No. 15 unperforated asphalt saturated felts as recommended for use in waterproofing.

D. FLASHING MATERIALS

1. Sheet Flashings: ANSI/ASTM B209; 0.03 inch thick aluminum.

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2. Eave and Rake Edges: Non-corroding aluminum drip edges designed for rake and eave conditions, in baked-on white paint finish.

E. ACCESSORIES

1. Ridge Vents: Continuous ridge vent, (shingle over design) of formed plastic, 1 to 1 1/2 inch thick, of watertight construction to permit attic space below to freely vent to the atmosphere. Similar to Easy-up Ridge Vent (PRV-4) by Ampcor Corporation or Cora-vent equal. Provide with plastic or similar material terminating end caps for finished appearance. Color to match shingle color.

2. Soffit Vents: Continuous insect screen of woven aluminum mesh; 18 X 16 mesh size, black in color.

3. Nails: Standard round wire shingle type, hot dipped zinc coated steel minimum 13/64 inch head diameter and 0.080 inch shank diameter, of sufficient length to penetrate through roof sheathing 3/4 inch into roof decking.

4. Plastic Cement: ANSI/ASTM D2822, asphalt type with mineral fiber components, free of toxic solvents, capable of setting within 24 hours at temperatures of 75 degrees F (24 degrees C) and 50 percent RH;

5. Lap Cement: Fibrated cutback asphalt type, for use in application of underlayment, free of toxic solvents.

PERFORMANCE:

A. INSTALLATION - PROTECTIVE UNDERLAYMENT

1. Place one ply of underlayment over entire area with ends and edges weather lapped minimum 6 inches. Stagger end laps of each consecutive layer. Nail in place.

2. Install protective underlayment perpendicular to slope of roof and weather lap minimum 12 inches over eave protection, set in a full bed of asphalt cement.

3. Weather lap and seal watertight at rakes with plastic cement.

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B. INSTALLATION - EAVE AND VALLEY PROTECTION

1. Install membrane waterproofing in accordance with manufacturer's instructions.

2. Overlap edges and ends minimum 3 inches. Apply uniform bead of sealant to joint edge.

3. Seal items penetrating membrane with counterflashing membrane material.

4. Extend eave protection membrane a minimum 3 feet up the slope to the distance indicated in the construction documents.

5. Place one ply, minimum 36 inches wide, centered over valleys opened or removed by gutter rehabilitation operations. Weather lap joints minimum 2 inches. Nail in place minimum 6 inches from the centerline of the valley.

6. Extend shingles on both slopes to a woven valley pattern, with closed cut trimming in accordance with the manufacturer's recommendations.

C. INSTALLATION - SHINGLES

1. Install shingles in accordance with manufacturer's instructions.

2. Place shingles in straight coursing pattern with 5" weather exposure, but as a minimum to produce double thickness over full roof area. Provide double course of shingles at the eaves as indicated above.

3. Project first course of shingles 1/2 inch beyond the up slope line of the gutters.

4. Extend shingles to the edge flashing at the gable ends.

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SECTION 7C: BUILT-UP BITUMINOUS ROOFING

GENERAL PROVISIONS

1. SCOPE: Furnish and install Built-up Roofing System including all flashing, counter flashing and related materials required for a complete, waterproof installation. Furnish accent eave flashing.

2. NOTES:

   A. PAYMENT for this Section will be made after receipt of Manufacturer's Full Replacement NDL (No Dollar Limit) 10-Year Warranty for Materials and Labor.

   B. CAUTION: The HVAC System is designed with the Thermal Characteristics of the built-up roofing membrane and no variations are allowed unless given prior written approval by architect.

   C. Notify Roofing Contractor a minimum of three (3) weeks in advance of needed roof installation date.

   D. Manufacturer's Representative shall inspect the roof installation, if required, prior to issuing 10-year NDL Materials and Labor Warranty.

   E. Materials and system as manufactured by Celotex, Firestone or approved equal.

MATERIALS:

A. DESCRIPTION OF ROOFING SYSTEM: 4 Ply glass felt, asphalt bitumen, aggregate surfaced.

Substrate: Plywood

COMPONENTS	QUANTITY
Unsaturated felt or building paper	1 ply felt
Base sheet (GB)	1 ply
Ply felt (GA)	3 plies
Asphalt:	
Between each ply	25-40 lbs/100 S.F.
Top coat	

B. ASPHALT: ASTM D 312, Type II or III

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C. Felts: For built-up roofing and flashing:

DESIGNATION	USE	FELT	IMPREGNANT	COATING	SPECIFICATION
GB	Base sheet	Glass	Asphalt	Asphalt	None
GA	Ply felt	Glass	Asphalt	None	ASTM D 2178, Type IV
GF	Flashing	Glass	Asphalt	Asphalt	See Note (2), Felts

Note (2): Flashing felt shall be of a type specifically prepared in the manufacturing process for use in two-ply base flashing construction and shall be one of two types: a single thickness of glass felt conforming to the properties listed in ASTM D 2178, for Type IV, or glass felt factory-laminated to a woven glass fiber scrim or cotton fabric. Both types of flashing construction shall be factory-coated on both sides with an asphaltic coating which may include a fine mineral stabilizer insoluble in water and fine mineral surfacing.

D. Primer: ASTM D 41.

E. Asphalt Roof Cement: ASTM D 2822, Type II for summer application, or Type I for winter application, except materials shall not contain asbestos.

F. Aggregate for Surfacing Built-up Roofing: Water-worn gravel, crushed stone, crushed slag, all conforming to ASTM D 1863, or marble, expanded slag, or expanded shale, all conforming to ASTM D 1863 except that density shall be not less than 55 pcf. Aggregate shall be white, no larger that 5/8" diameter in size.

G. Unsaturated Felt or Rosin-sized Building Paper: Minimum weight, 5 pounds per 100 square feet.

H. Fasteners: Provide fasteners of nonferrous metal or galvanized steel, except for fastening metal items of copper, aluminum, and stainless steel. Use hard copper fasteners for copper items, aluminum or stainless steel fasteners for aluminum items, and stainless steel fasteners for stainless steel items. For roofing felts, use fasteners driven through metal discs, or one-piece composite fasteners with heads not less than one inch in diameter or one inch square with rounded or 45-degree tapered corners.

1. Fasteners for Securing Felts and Metal Items to Wood Substrates: 11-gauge annular threaded shank nails with 7/16- to 5/8-inch diameter heads; or one-piece composite nails with annular threaded shanks not less than 11 gauge. Fasteners shall be long enough to penetrate the wood substrate not less than 5/8 inch and plywood substrate 3/8 to 7/16 inch and not protrude through the underside of deck, when driven through the material to be fastened.

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2. Metal Discs (Tin Caps): Flat discs or caps of zinc-coated sheet metal not lighter than 28 gauge and not less than one-inch in diameter. Discs shall be formed to prevent dishing. Do not use bell or cup-shaped caps. Omit disc when one-piece composite fasteners are used.

I. TRAFFIC PAD: Modified bitumen or roll roofing membrane, minimum 80 mils thick, with contrasting aggregate surfacing.

3. NAILERS: Treated Wood.

4. ACCENT EAVE TRIM/FLASHING: 24 Gauge Hot Dipped Galvanized Steel with Kynar 500 Finish in custom color indicated in the Drawings or as selected by the Owner. Can be purchased from the following Suppliers:

A. Foremost Manufacturing, 21000 West Eight Mile Road, Southfiled, MI 48075. Contact Bob Murphey (800) 622-4001 or (313) 357-4020.
B. Peterson Aluminum Corp., 955 Estes Ave., Elk Grove Village, IL 60007. Contact Michael F. Peterson (800) 323-1960.
C. Berridge Manufacturing Company, 1720 Maury, Houston, TX 77026. Contact Stacey Emmons, (800) 231-8127.

PERFORMANCE:

1. SURFACE PREPARATION: The entire area to be roofed shall be free of debris and gross irregularities.

2. ROOF FLASHINGS: Flashings shall be installed in accordance with the roofing manufacturer's Instructions.

FLASHING MEMBRANE shall be fully adhered, using bonding adhesive, to vertical substrates. In addition, Membrane Flashings shall be mechanically fastened at 6" O.C. Hot Air Welding shall be used at that portion of the Flashing that overlaps 6" onto the field of the Roof Membrane or onto an adjacent flashing.

3. ROOFING SHEET: Membrane shall be unrolled in an area to be covered. Mechanical Fasteners and Plates shall be installed along the leading edge of the Membrane and at the Seam, through the Insulation and into the Roof Deck. Spacing pattern as determined by the manufacturer to resist Local Wind Loads. Adjoining rolls of the Membrane shall overlap the fastened edge of the installed Membrane by 4 1/2" minimum, seam area shall be cleaned and Hot Air Welded with an approved Hot Air Welding Machine. Install extra layer of Membrane under Equipment and Equipment Supports not attached through Roof Membrane.

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4. TRAFFIC PAD: Adhered to Roof in locations shown on the roof plan with hot asphalt compatible with Roof Membrane.

5. CLEANUP: The Roofing Contractor shall clean the Construction Area of his debris and shall remove his debris to a Job Site Trash Container.

6. WARRANTY: Furnish to the Owner the Manufacturer's NDL (No Dollar Limit) 10-Year Warranty for full replacement of Materials and Labor.

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SECTION 7D: SHEET METAL WORK

GENERAL PROVISIONS

1. SCOPE: Furnish and install Gravel Stops, Flashing and Roof Vents.

2. NOTES:

   A. CAP AND DRIP FLASHING is included in Section 7C: Built up Bituminous Roofing

   B. ROOFING MEMBRANE FLASHING is included in Section 7D: Built-up Bituminous Roofing.

MATERIALS

1. MISCELLANEOUS SHEET METAL: 26 Gauge Galvanized Steel or Aluminum. Roof perimeter flashings, copings and gravel stops shall be a minimum .040 inches thick (or greater depending on height or area of metal surface, based on SMACNA recommendations) galvanized steel, with Kynar finish as indicated in the drawings.

2. NAIL FASTENERS: 1 3/4" x 11 Gauge Galvanized, Stainless Steel, or Aluminum Roofing Nails may be used for Fasteners into Wood when concealed only.

3. WASHERS: Neoprene.

4. SCREW FASTENERS: Corrosion-resistant, Self-Tapping, Hex Head Screw, 1/4" minimum diameter with sufficient length to penetrate 1" minimum into Wood or 1/2" minimum into Steel. Provide Neoprene Sealing Washer for exposed fastening.

5. GUTTERS AND DOWNSPOUTS

   A. Aluminum Sheet: ASTM B209, alloy, .032 inch thick; shop precoated with baked enamel coating of custom color selected by Owner.

   B. COMPONENTS

      1. Gutters: Rectangular SMACNA style profile.

      2. Downspouts: Rectangular profile.

      3. Downspout Boots: Of material and profile to align with and connect to storm water pipe riser.

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C. ACCESSORIES

1. Anchorage Devices: Type recommended by fabricator.

2. Gutter Supports: Brackets.

3. Downspout Supports: Brackets.

D. FABRICATION

1. Form sections square, true, and accurate in size, in maximum possible lengths and free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints. Form work in accordance with SMACNA standards and recommendations for the specific device and application.

2. Hem exposed edges of metal.

3. Fabricate gutter and downspout accessories; seal watertight.

PERFORMANCE:

1. INSTALLATION: Exposed miscellaneous flashings shall be painted to match adjacent materials. Verify with owner's representative.

2. Install gutters, downspouts, and accessories in accordance with manufacturer's instructions.

3. Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts and accessories.

4. Slope gutters to drain.

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SECTION 7E: SEALANTS

GENERAL PROVISIONS

SCOPE: Furnish and install one part polysulfide sealants as indicated in the drawings.

MATERIALS

A. Exterior Sealant: For joints in vertical surfaces, provide ASTM C 920, Type S, Class 25, Grade NS, Use NT. For joints at aluminum surfaces, provide ASTM C 920, Type S, Class 25, Grade NS, Use A. For joints in horizontal surfaces, provide ASTM C 920, Type S, Class 25, Use T. Location(s) of sealant shall be as follows (Colors to be selected by Owner):

1. Joints and recesses formed where frames and adjacent subsills of windows, doors, louvers, and vents surface adjoin masonry, concrete, or metal frames.

2. Expansion and control joints.

3. Metal reglets, where flashing is inserted into masonry Brown joints, and where flashing is penetrated by coping dowels.

4. Metal-to-metal joints where sealant is indicated or specified.

5. Joints between ends of gravel stops, fascias, copings, and adjacent walls.

6. Joints between toilet fixtures and ceramic tile, impervious material or vitreous wall coatings (Utilizing non-mildewing silicone sealant.

7. All sealants used in kitchen and prep area shall be USDA approved for such locations.

B. Manufacturers: The following manufacturers are approved for use:

1. Tremco Corporation, or;
2. Pecora Corporation, or;
3. Sika Corporation, or;
4. approved equal.

C. PRIMER FOR SEALANT: Provide a nonstaining, quick-drying type of consistency recommended by the sealant manufacturer for the particular application.

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D. BOND BREAKERS: Provide the type and consistency recommended by the sealant manufacturer for the particular application.

E. BACKSTOPS: Provide glass fiber roving or neoprene, butyl, polyurethane, or polyethylene foams (backer rod) free from oil or other staining elements as recommended by sealant manufacturer. Backstop material shall be compatible with sealant.

F. CLEANING SOLVENTS: Provide type(s) recommended by the sealant manufacturer.

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SECTION 7F: VINYL SIDING

GENERAL PROVISIONS

SCOPE: Furnish and install beveled vinyl siding for walls and related trim, flashings, accessories, and fastenings as indicated in locations on the drawings.

MATERIALS

A. Vinyl Siding: Alcoa Building Products Company , T-LOK Barkwood , vinyl .048" thick, with double 4" exposure, low gloss, in almond color or as selected by owner.

Accessory Components: Facias, starter strips, inside and outside corner posts, door head flashing and trim; of same material and finish as siding.

B. Sheet Barrier: White or gray high density, cross-laminated polyethylene film for above grade application, 2.4 oz./sq. yd.; manufactured by Griffolyn or Typar Housewrap.

PERFORMANCE:

A. INSTALLATION - BUILDING PAPER

1. Install one layer of sheet barrier horizontally on sheathed walls.

2. Weather lap edges and ends in accordance with manufacturers recommendations.

3. Stagger vertical joints.

4. Nail in place.

B. INSTALLATION - SHEET SIDING

1. Nail sheet siding 12 inches o.c. Overlap joints. Fasten siding in place, level and plumb. Arrange for orderly nailing pattern. Blind nail except on over trim.

2. Touch-up pre-finished paint surfaces that are disfigured. Unsightly touch-up will require removal and replacement of affected siding.

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3. Provide contractor's five year warranty for materials and workmanship.

4. Warranty: Include coverage of finished siding products from degradation of color or deterioration of finish.

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SECTION 7G: STANDING SEAM ROOF

GENERAL PROVISIONS

1. SCOPE: Furnish and install Standing Seam Roof Panels, Fasteners, Clips, Flashings, Closures, and Miscellaneous Accessories to provide a complete Roof Enclosure as shown on the Drawings. Provide snow guards on all planes of the standing seam roof areas.

2. NOTE: No substitutions acceptable.

3. SHOP DRAWINGS shall be supplied to Owner's Representative prior to installation.

MATERIALS

1. SRS-18 Manufactured by Steelite Inc., Pittsburgh, PA 15202

2. Color: Brite Red

3. Width of Panel: 12" with 3" High Seam, Uninsulated

4. Panel Battens: To Match.

5. Accessories: By Manufacturer to install Materials to meet Scope.

6. Snowguards: Clear polycarbonate snowguards equal to "Snojax", manufactured by Snowjax, Inc. Provide with clear adhesive recommended by manufacturer. The frequency and spacing of the snow guards will be in accordance with that recommended by the metal roof panel manufacturer.

PERFORMANCE:

PANELS: Install per Manufacturer's Specifications to provide Sealed Roof System.

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SECTION 7H: EXTERIOR INSULATION FINISH SYSTEM

GENERAL PROVISIONS

1. SCOPE: Furnish and install Exterior Insulation Stucco Finish (EIFS).

2. SAMPLE SUBMISSION: Submit a Sample Area for approval by Owner prior to commencing the work.

3. Refer to Cover Sheet and Details for indication if Stucco is required.

4. All acrylic-based Stucco Systems listed to have a 5-Year performance Warranty issued from Manufacturer to Owner.

5. EIFS system shall be installed only by certified contractor engaged in application of Class PB DIFS for a minimum of three (3) years. Contractor shall employ skilled mechanics who are experienced and knowledgeable in Class PB EIFS application, and familiar with the requirements of the specified work. Provide the proper equipment, manpower and supervision on the job-site to install the system in compliance with Sto 5/32 s published specifications and details, and the project plans and specifications.

MATERIALS:

1. STO STOLIT EXTERIOR INSULATION SYSTEM by Sto Industries, Inc., 6175 Riverside Drive, S.W., Atlanta, GA 30331, (404) 346-3666. Contact Thomas Rosenberger (800) 221-2347.

   A. ADHESIVE:
      (1) OVER WOOD SUBSTRATE: Sto Dispersion Adhesive.

   B. BASE:
      (1) OVER WOOD SUBSTRATE WITH INSULATION: Sto Expanded Polystyrene Insulation Board, 1" thick as shown on Details), 1.0 LBS/CU.FT. Density, U Value of 0.21 or better per inch, Type 1, Class A., Less than 25 Flame Spread. Sculpt and joint insulation and finish as detailed in the Drawings.

   C. GROUND COAT: Sto RFP or BTS-B.

   D. FABRIC: Sto Reinforced Fiber Mesh.

   E. FINISH: Sto Exterior Ready-Mixed Acrylic-Based Wall Coating.
      TEXTURE: Striated #142 STO Stolit R 1.5.
      COLOR: Sto Custom Color as selected by Owner.

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2. R-WALL EXTERIOR INSULATION SYSTEM by ISPO, USA Inc., 6175 Riverside Drive, S.W., Atlanta, GA 30331, (404) 346-3666. Contact Thomas Rosenberger (800) 221-2347.

A. ADHESIVE: r-Wall Primer Adhesive mixed with Type 1 Portland Cement.

B. BASE:

OVER WOOD SUBSTRATE: R-Wall Insulation Board - Expanded Polystyrene, 1" thick as shown on Details), 1.0 LBS/CU.FT. Density, U. Valve of .21 or better per inch, Type 1, Class A. Sculpt and joint insulation and finish as detailed in the Drawings.

C. GROUND COAT R-WALL PRIMER ADHESIVE mixed with Type 1 Portland Cement.

D. FABRIC: R-Wall Regular Reinforcing Glass Fiber Fabric over Insulation Board. 2 layers at corners and around openings.

E. FINISH: R-Wall Acrylic Finish Coat
TEXTURE: Medium
CUSTOM COLOR: As selected by Owner
AGGREGATE: Size 1.5

3. DRYVIT OUTSULATION SYSTEM by Dryvit Systems, Inc., One Energy Way, P.O. Box 1014, West Warwick, RI (800) 556-7752.

A. ADHESIVE: Genesis mixed with Type 1 Portland Cement.

B. BASE:

(1) OVER WOOD SUBSTRATE: Insulation Board - Expanded Polystyrene, 1" thick as shown on Details), 1.0 LBS/CU.FT. Density, U. Valve of .21 or better per inch, Type 1, Class A. Sculpt and joint insulation and finish as detailed in the Drawings.

C. GROUND COAT: GENESIS mixed with Type 1 Portland Cement.

D. FABRIC: Standard Plus Reinforcing Glass Fiber Fabric over Insulation Board. 2 layers at corners and around openings.

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E. FINISH: Dryvit Acrylic Finish Coat with Demandit acrylic coating.

TEXTURE: Medium
CUSTOM COLOR: As selected by Owner.

SUBSTITUTIONS: (VERIFY WITH FRIENDLY'S REPRESENTATIVE)

1. EXTERIOR STUCCO PLASTER:

A. PORTLAND CEMENT EXTERIOR STUCCO PLASTER WITH ACRYLIC FIBER REINFORCEMENT.

B. LATH FOR OVER WOOD SUBSTRATE: Type 1, Expanded Galvanized Steel Lath Grade "B", meeting Federal Specifications W-B-790, Exterior Waterproof, self-furring and paper-backed, "Aqua-K-Lath" By Lath Corporation or approved equal.

C. GALVANIZED STEEL JOINTS NO. 15, 1" Deep, by Keene Corporation or Approved equal for Expansion Joints and "V" Joints.

D. ELASTOMERIC WATERPROOF COATING BY BENJAMIN MOORE "Moorlastic 055" #997 (Warm Gray). Contact Ms. Reta Jennick, Architectural Services. Benjamin Moore and CO. (201) 573-9600.

OR: STO SILCO COATING IN 1921-A (Warm Gray) Coating by Sto Industries.

E. 15# ASPHALT-IMPREGNATED BUILDING FELT nailed over Plywood Substrate.

PERFORMANCE:

1. Install Sto Stolit, R-Wall or USG Duroscreen 1000 Exterior Insulation System in accordance with Manufacturer's instructions. Install 8" minimum width preformed corner reinforcing fabric at all outside corners and material returns at openings and 45 Deg. "V" Joints per Manufacturer's instructions. Issue Manufacturer's 5-Year Warranty to Owner.

2. SUBSTITUTION: INSTALLATION FOR CEMENT-BASED STUCCO:

A. Power Wash and Scrape to remove all greasy residue, mortar, paint, etc.

B. Install Lath over Wood Siding or concrete backer board in accordance with Manufacturer's instructions. Attach wires Lath securely at 6" on center maximum.

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C. Install Steel Joints @ 10' on center in balanced pattern measured from corners of Building.

D. Scratch coat, brown coat, and finish coat shall be strong in mix, of proper consistency, applied as heavy as practical, and worked to a smooth and level finish of 1" total thickness. Final finish coat shall be Medium Stipple.

E. Apply Masonry Seal to Stucco by roller or spray after cementitious materials are fully cured. Clean thoroughly with non-acid products prior to application of sealer.

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SECTION 7J: VAPOR BARRIER

GENERAL PROVISIONS

SCOPE: Furnish and install vinyl vapor barrier located under floor slab, exterior walls and at bottom of roof trusses, to provide a continuous barrier against air infiltration..

MATERIAL:

Vapor barrier to be clear vinyl, 6-mil thickness, and minimum width of 10 feet by Polar Plastics or equal.

PERFORMANCE

A. INSTALLATION-WALLS: Install one layer of vinyl vapor barrier as shown on construction documents. Lap side and end joints 6 inches. Provide openings around doorways, windows, electrical junction boxes, plumbing stub or other openings and/or fittings. Seal openings provided to prevent displacement of vapor barrier during construction and air infiltration around openings.

B. INSTALLATION-TRUSSES: Install one layer of vinyl vapor barrier as shown on construction documents above chicken wire. Lap side and end joints 6 inches. Provide openings around ductwork penetrations, electrical conduit, plumbing, structural members and other openings. Seal openings to prevent air infiltration and displacement of barrier.

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DIVISION 8: DOORS, WINDOWS, AND GLASS

SECTION 8A: ALUMINUM ENTRANCE, STOREFRONT

GENERAL PROVISIONS:

1. SCOPE: Install the Owner furnished Aluminum Entrance and Storefront Systems and spare aluminum entrance door frame from U.S. Aluminum and Kynar finished flashing as shown. No substitutions.

2. NOTES: National Accounts Programs have been established for purchasing and installation of U.S. Aluminum for Storefront Framing, Flashing/Trim, Doors and Hardware:

   A. Eastfield Glass, 355 Walnut Street, Springfield, MA 01105. Contact Tom Lampron (413) 734-7446

MATERIALS:

1. ALUMINUM STOREFRONT AND ENTRANCE FRAMES:

   A. SYSTEMS TO RECEIVE INSULATED GLAZING: U.S. Aluminum Standard 2" x 4 1/2" framing. Finish: Kynar Finish in color selected by Owner.

   B. SIDE LIGHT - To match the door and frame construction and detailing. Install 6" High Sill to match ceramic tile base height. Provide 4" x 4 1/2" aluminum tube adjacent to interior aluminum door and sidelight per details.

2. ALUMINUM ENTRANCE DOORS: U.S. Aluminum Door with Standard Bottom Door Rail and Hardware including LCN 4040 Regular Closer (or Norton 1604 surface closer) with 18TJ Adapter Plate (and Norton comparable), Adams Rite Lock #1850-505A with appropriate face and strike plates on all exterior doors, One (1) pair Pivots (OP 6, 7, 9 and 10), Adams Rite 4590 paddle device on side exit door, FB-14 top and bottom flush bolt on the inactive paired exterior door. Push/Pulls shall be "U" Type Brass Pulls without Panic Hardware. Install 4" Bottom Rail Extension. Provide manufacturer's standard pile and polyfin weatherstripping on jambs and heads and meeting stiles.

3. MISCELLANEOUS FLASHING/TRIM: Kynar finished aluminum head, column and wall trim as shown.

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PERFORMANCE:

INSTALLATION: Install in accordance with Manufacturer's instructions. Set in correct location as shown in the Details. Level, square, and plumb at proper elevations and in alignment with other work. Maintain space in Head Pocket for 1/4" Head Deflection. Insure framing profiles meet installation requirements of Glazing Units to maintain Glass warranty. See Section 8F: Glazing.

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SECTION 8B: INTERIOR WOOD CORE DOORS AND FRAMES

GENERAL PROVISIONS:

SCOPE: Furnish and install all Interior Wood Core Doors and related Aluminum Frames.

MATERIALS:

1. DOORS AND FRAMES by Marlite Division of Masonite Corp. All Solid Wood Core Doors shall be Flakeboard Core, pre-finished, and pre-machined for the specified hardware and finish. See Door Schedule for size, material, hardware, and finish. Frames shall be Pre-machined, Two-piece Aluminum Model AAA. Bronze Finish for full-size doors.

2. See Hardware Schedule for Hardware and Manufacturers.

3. See Section 10A for Toilet Stall Doors.

PERFORMANCE

INSTALLATIONS: Install in accordance with Manufacturer's instructions. Caulk around abutting edges with clear silicone.

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SECTION 8C: STEEL DOORS AND FRAMES

GENERAL PROVISIONS:

SCOPE: The General Conditions, Supplementary Conditions, and applicable portions of Division 1 of the Specifications are part of this Section.

Furnish and install all Steel Doors and Frames, complete with Jamb Anchors.

MATERIALS:

1. DOORS AND FRAMES by Pioneer Industries, inc., Steelcraft, or Ceco.

   Door Frames shall be of 16 Gauge Cold Rolled Steel. They shall be mitered and welded at corners. Interior frames shall be furnished factory-primed and shall have three (3) "T" Type Jamb Anchors for each side of each frame. Exterior frames shall be ASTM A525 and A526 steel sheet hot-dipped zinc coated to .60 oz/sq. ft.

   Doors shall be constructed of two (2) sheets of 18 Gauge Cold Rolled Steel with Vertical Stiffeners not over 6" apart and top and bottom edges reinforced horizontally by steel channels, joints at edges of door shall be continuously welded. Doors shall be sound deadened by filling core with mineral wool insulation. They shall be thoroughly cleaned of grease and other impurities, filled flush, and interior doors given two (2) coats of Baked-on Rust-Resistant Metallic Primer. Exterior Applications shall be to ASTM A525 and A526 steel sheet hot-dipped zinc coated to .60 oz/ square feet. Caulk around all abutting edges with clear silicone or tinted silicone to match finish.

2. See Hardware Schedule for Hardware and Manufacturers.

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SECTION 8D: ACCESS DOORS

GENERAL PROVISIONS:

Shop fabricated exterior rated wall access doors.

MATERIALS:

A. MANUFACTURERS - WALL UNITS

1. Milcor Corporation

2. J.L Industries, Inc.

3. Larsons Manufacturing Co, Inc.

B. ACCESS UNITS

Fire Rated Door and Frame Unit: Formed steel, primed finish; rated for exterior exposure, sized as indicated in the construction documents:

1. Provide appropriate model for placement in exterior wood framed wall.

C. FABRICATION - WALL UNITS

1. Fabricate frames and flanges of 16 gage steel.

2. Fabricate door panels of 14 gage steel double sheet with integral non-combustible insulation filler.

3. Weld, fill, and grind joints to assure flush and square unit.

4. Hardware:

   a. Hinge: 175 degree steel piano hinge with concealed constant force closure spring type hinge.

   b. Lock: Key lock with thumb turn handle for secure access. Provide with three keys.

D. FINISHES

Base Metal Protection: Prime coat units with alkyd primer.

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SECTION 8E: WOOD WINDOWS

GENERAL PROVISIONS:

1. Shop fabricated wood windows with fixed sash; shop glazed.

2. SYSTEM DESCRIPTION

   Windows: Wood primed sections, shop fabricated, vision glass, related flashings, anchorage and attachment devices.

3. PERFORMANCE REQUIREMENTS

   A. Conform to performance requirements of ANSI/NWWDA IS-2, Class 40.

   B. System to accommodate, without damage to components or deterioration of seals, movement between window and perimeter framing, deflection of lintel.

   C. Limit air leakage through assembly to 0.15 cfm/min/sq ft of wall area, measured at a reference differential pressure across assembly of 1.57 psf as measured in accordance with ASTM E283.

   D. Water Leakage: None, when measured in accordance with ASTM E331 with a test pressure difference of 2.86 lbf/sq ft.

   E. Perform Work in accordance with ANSI/NWWDA IS-2.

   F. WARRANTY

      1. Provide five year warranty.

4. WINDOW CONSTRUCTION

   A. Wood: Clear pine species, clear preservative treated to ANSI/NWWDA IS-4 of type suitable for transparent or opaque exterior and interior finish.

   B. Fasteners: Galvanized steel.

   C. COMPONENTS

      1. Frames: 4 9/16 inch wide x 1 5/16 inch deep profile; flush glass stops of screw fastened type.

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2. Sills: 2 inch nominal thickness, wood; sloped for positive wash; fit under sash to project 1/2 inch beyond wall face; one piece full width of opening.

3. Stools: 3/4 inch nominal thickness, wood; fit under sash to project 1/2 inch beyond interior wall face; one piece full width of opening.

4. Extension Jambs: 3/4 inch nominal thickness, wood; fit into ship-lapped joint of jamb to project flush with the interior wall face.

D. GLASS AND GLAZING MATERIALS

Glass in Exterior Lights: Insulating Low E, argon filled, 5/8" thick minimum.

E. FABRICATION

1. Fabricate framing and sash members with mortise and tenon joints. Glue and steel pin joints to hairline fit, weather tight.

2. Finger joints permitted if wood matches in color and grain texture.

3. Form sills in one piece. Slope sills for wash.

4. Form glass stops of solid wood sloped for wash.

5. Fabricate components with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.

6. Arrange fasteners to conceal from view.

7. Shop glaze window units.

F. FINISHES

Exterior Surfaces: Opaque as specified in Section 9E. Pre-painted of white color.

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SECTION 8F: GLAZING

GENERAL PROVISIONS:

1. SCOPE: Furnish and install Glass in Storefront.

2. QUALITY CONTROL: All Glass broken during installation or during construction prior to final delivery of the Building to the Owner shall be replaced at no additional expense to the Owner. Glass shall be delivered with labels prominently displayed and they shall be left in place until the Owner's Representative inspects it.

3. A National Account Program has been established for purchasing and installation of Glass with:

   Eastfield Glass, 355 Walnut Street, Springfield, MA 01105. Contact Tom Lampron (413) 734-7446

MATERIALS:

STOREFRONT GLAZING:

1. EXTERIOR GLAZING - 1" Insulated Clear Glass, Outboard Pane 1/4" PPG (or equal) with Inboard Pane 1/4" thick Plate Glass (tempered where required) with air space hermetically sealed with Dual Silicone Seal and Metal Edge to match window finish.

2. EXTERIOR DOORS - 5/8" thick, Insulated Tempered Glass.

PERFORMANCE:

1. INSTALLATION: Install Glazing with Manufacturer's instructions to provide resistance to Local Code R requirements including wind, 25 PSM min., snow load, 20 PSF min. Glazing Panels shall be installed with a Dual Silicone Seal and in Frames which protect the seal from Ultra Violet Degradation to meet Manufacturer's requirements to validate 5 year Minimum Material Replacement Warranty.

2. Allow for 1/4" Minimum Head Deflection due to Live Load.

3. GUARANTEES AND WARRANTIES: At the completion of the Glazing, prove the installation watertight by spraying all joints with a garden hose with nozzle set for maximum pressure. Provide additional caulking or sealant, or reset Glass as necessary to effect a watertight job.

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SECTION 8G: ALUMINUM WINDOWS

GENERAL PROVISIONS:

1. SCOPE: Install the Owner furnished Aluminum Window Systems from U.S. Aluminum and Kynar finished flashing as shown. No substitutions.

2. NOTES: National Accounts Programs have been established for purchasing and installation of U.S. Aluminum for Aluminum Windows, Flashing/Trim, Doors and Hardware:

   Eastfield Glass, 355 Walnut Street, Springfield, MA 01105. Contact Tom Lampron (413) 734-7446

MATERIALS:

ALUMINUM WINDOWS FRAMES:

SYSTEMS TO RECEIVE INSULATED GLAZING: U.S. Aluminum Standard 2" x 4 1/2" framing. Finish: Kynar Finish in color selected by Owner.

PERFORMANCE:

INSTALLATION:- Install in accordance with Manufacturer's instructions. Set in correct location as shown in the Details. Level, square, and plumb at proper elevations and in alignment with other work. Insure framing profiles meet installation requirements of Glazing Units to maintain Glass warranty. See Section 8F: Glazing.

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DIVISION 9: FINISHES

SECTION 9A: GYPSUM WALLBOARD

GENERAL PROVISIONS:

1. SCOPE: Furnish and install Gypsum Wallboard as a sub-base for other finish materials on all Interior Walls and the Interior Portions of Exterior Walls. Furnish and install Gypsum Board Suspended Ceiling with Hangers and Supports.

2. Furnish and install metal studs and framing for interior walls in varying thickness as an alternate to the base bid.

MATERIALS:

1. MATERIAL names are based on National Gypsum Gold Bond Sta-Smooth Bevel Edge System. Use Gold Bond or equal system by U.S. Gypsum.

Walls (Except Where Noted):	1/2" Sta-Smooth Gypsum Wallboard
Walls Where Noted:	1/2" Thick Tapered Edge M/R (Moisture-Resistant) Gypsum Wallboard
Exterior Sheathing Where Noted:	5/8" Thick Tapered Edge M/R (Moisture-Resistant) Gypsum Wallboard
Dropped Ceiling Where Noted:	1/2" Thick Sta-Smooth Gypsum Wallboard
Fire Rated Where Noted or Required by Code	5/8" Fire-Shield (Gypsum Wallboard)
Exterior Concrete Board Where Noted or Required by Code	1/2" DUROCK Exterior Cement Board or Gold Bond equal

2. FRAMING MATERIALS

   A. Studs and Tracks: (as per bid alternate) GA-216 and GA-600; galvanized sheet steel, 25 gage thick (except where height and weight restrictions require a heavier gage and as indicated in the construction documents), C shape (1 1/2", 3 5/8" and 6"), with knurled faces.

   B. Fasteners: ASTM C1002. GA-216.

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C. Furring, Framing and Accessories: ASTM C645.

Anchorage to Substrate: Tie wire, nails, screws and other metal supports, of type and size to suit application; to rigidly secure materials in place.

3. FASTENERS:

A. GWB-54 1 5/8" Long Annular Ring Shank Nails Meeting the Requirements of ASTM C-380.

B. 1 1/4" Long Type W Drywall Screws to Wood Studs.

C. 1 1/4" Long Type S Drywall Screws to Interior Metal Studs.

D. 1 1/4" Long Type S-12 Corrosion Resistant Screws for Exterior Gypsum Sheathing to framing.

4. JOINT TREATMENT COMPOUND shall be ready mixed. Joint Tape shall be cross fibered, perforated, feather edged. Corner Beads shall be Galvanized Steel with perforated Tape Flanges. Casing Beads shall be Galvanized Steel Roll-Formed U-Shaped Channels.

5. HANGERS AND SUPPORTS: 2 x 4 Wood Framing.

PERFORMANCE:

1. METAL STUD INSTALLATION (as per bid alternate)

A. Install studs in accordance with GA-201, GA-216 and GA-600.

B. Metal Stud Spacing: 16 inches on center, unless otherwise noted.

C. Refer to Drawings for indication of partitions extending to finished ceiling only and for partitions extending through the ceiling to the structure above. Maintain clearance under structural building members to avoid deflection transfer to studs. Provide extended leg ceiling runners.

D. Door Opening Framing: Install double studs at door frame jambs. Install stud tracks on each side of opening, at frame head height, and between studs and adjacent studs.

E. Blocking: Nail wood blocking to studs. Install blocking for support of plumbing fixtures, toilet partitions, wall cabinets, toilet accessories, fire extinguisher cabinets and hardware.

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REEL: 002421 FRAME: 0918

2. INSTALLATION:

A. CUTTING WALLBOARD: Gypsum Wallboard shall be cut by scoring and breaking, or by sawing, working from the Face Side. Where Board meets projecting surfaces, it shall be Scribed neatly.

B. INSTALLING WALLBOARD: Gypsum Wallboard shall be applied at right angles to Framing Members. Boards of maximum practical length shall be used so that an absolute minimum number of End Joints occur. Wallboard Joints shall be located so that no End Joint shall align with edges of openings. End Joints shall be staggered.

C. FASTENING WALLBOARD: Attach with screws or nails spaced approximately 8" O.C. The nails shall be driven home with the head slightly below the surface of the Board in a dimple formed by the driving tool.

D. FASTENING EXTERIOR GYPSUM SHEATHING: Attach to Metal Studs with screws @ 12" O.C. with Head flush with Surface.

E. JOINT FINISHING: Joint Compound, Quick-Treat, and Topping Compound shall be applied in accordance with printed instructions contained in the Package. A uniformly thin layer of Joint Compound shall be applied over the Joint under the Tape to provide proper bond. Ceiling and wall angles and inside corner angles shall be reinforced with the Tape folded to conform to the angle and embedded in the Compound.

After the compound is thoroughly dry (approximately twenty four (24) hours for regular compound, 2 1/2 hours for Quick-Treat), the Tape shall be covered with a coat of Joint Compound or Topping Compound spread over the Tape approximately 3" on each side of Tape, and feathered out at the edge. After thoroughly dry, another crown over joints. This coat shall be smooth and the edges feathered approximately 3" beyond the preceding coat.

Allow each application of Compound to Joints and Nail Heads to dry, then sand if necessary. All Wallboard and treated areas shall be smooth and ready for painting or wallcovering.

F. At SUSPENDED GYPSUM BOARD CEILING provide 2 x 4 Wood Framing at 24" maximum spacing with vertical support @ 8'-0" O.C. maximum secured to trusses above. Install continuous 2 x 4 Headers at walls, ceiling height changes and above Aluminum Foyer Framing. Install 2 x 4 Framing around all ceiling penetrations for lights, registers, access panels, etc. to provide perimeter support for Gypsum Board.

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Apply Gypsum Board of maximum practical length with long dimension at right angles to Framing. Position End Joints at Framing Member and stagger adjacent rows. Fit ends and edges closely, but not forced together. Fasten Board to Framing with 1 1/4" Type W Bugle Headscrews 12 O.C. to Framing Members.

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SECTION 9B: TILE

GENERAL PROVISIONS:

1. SCOPE: Furnish and install all Tile Floors and Base.

2. QUALITY CONTROL: All Tile Materials and installations shall conform to the recommended practices of the Tile Council of America, Inc.

MATERIALS:

1. CERAMIC AND QUARRY TILE as shown on Finish Schedule.

2. GROUT:

   A. JOINTS IN FLOOR AND BASE: Hydroment sanded joint filler as manufactured by the UPCO Company or equal custom Building Products. Color as shown on Finish Schedule.

   B. JOINTS IN BASE: Hydroment Tile-Mate Unsanded Joint Filler, 719 Dry Tile Grout as manufactured by the UPCO Company or equal Custom Building Products. Color as shown on Finish Schedule.

3. CONCRETE TILE BACKER BOARD:

   A. WONDERBOARD 7/16" Nailable Concrete Backer Board by Glascrete, Inc., 2265 Sweetwater Industrial Blvd., Lithia Springs, GA 30057, (404) 944-9862.

   B. DUROCK NAILABLE CONCRETE BACKER BOARD by USG Industries Inc., 101 S. Dr., Chicago, IL 60606. Attn: 4385 Dept. #TOS-585.

PERFORMANCE:

1. INSTALLATION:

   A. INTERIOR FLOOR TILE FLOOR AND BASE shall be installed in accordance with Tile Council Thin-Set Method F113 Dry Set Mortar or Latex Portland Cement Mortar with Hydroment Tile-Mate 760 with flex-a-lastic additive.

   B. JOINTS IN FLOOR AND BASE shall be grouted with "Hydroment Joint Filler" by the UPCO Co., in accordance with Manufacturer's directions. Joints shall be 1/4" wide and completely filled level with the shoulder of the Tile and then tooled to a smooth dense finish.

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ALTERNATE: Joints in floors and Base in food prep, supply, sales, utility wash, and toilets to be in stalled in accordance with the Tile Council Method of #115 Dry-Set Mortar with epoxy grout in lieu of cement base grout. Grout shall be hydroment U-Poxy AAR11. (Verify with Friendly's Representative if required for use with Hurri-wash system).

C. CLEAR SILICONE SEALANT around perimeter Tile edges when abutting to other materials.

D. CONCRETE TILE BACKER-BOARD installed 6" high around all interior walls and on low wall under Storefront as shown with Factory edge down and Fasteners as required by Manufacturer.

2. SUBSTITUTE INSTALLATION METHOD FOR INTERIOR FLOOR TILE: Thick-Set Floor installation in accordance with Tile Council Method F112 Cement Mortar may be used with 1/2" setting bed in lieu of Thin-Set Method at the Contractor's option providing Finish Floor Elevations remain as shown and slabs be depressed 2" to compensate for 1 1/2" minimum bed thickness.

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SECTION 9C: SUSPENDED CEILING

GENERAL PROVISIONS:

SCOPE: Furnish and install Acoustical Tile and Vinyl covered Suspended Ceiling Panels with pre-finished metal Tee Bar Suspension system. Provide heavy duty grid complying with seismic restraint and loading requirements for local code conditions. Provide certification or design calculations that suspension system is seismically restrained and designed in accordance with ASTM E 580.

MATERIALS:

1. DINING ACOUSTICAL CEILING TILE to be one of the following:

   USG INTERIORS 2' x 2' x 3/4" Frost #414-SLB Tegular Beveled edge in Manila 246 Color. Mount in Donn DX 15/16" Grid. No substitutions.

2. FOOD PREP AREA AND SUPPORT AREA SUSPENDED CEILING TILE to be one of the following:

   A. ARMSTRONG, DURACLAD 1/2" x 2' x 4' Vinyl-Faced Gypsum Board Lay in Ceiling Panels. Mount in White Prelude 15/16" Armstrong Grid. (800) 752-5370.

   B. CAPAUL, VINYLROCK II, 2' x 4' x 1/4" Stipple White Vinyl covered Lay In Ceiling Panels. (800) 436-8500 or (800) 421-8368. Mount in Chicago 15/16" White Metal Grid.

   C. USG GLIP #3270, 2' x 4' x 1/2" White Vinyl Covered Gypsum Lay IN Ceiling Panels. Mount in Donn 15/16" White Metal Grid. (800) 950-3839.

PERFORMANCE:

INSTALLATION: Grid shall be installed as shown and in strict accordance with Manufacturer's instructions. Level accurately and hang from #9 Gauge Annealed Wire not over 4' on centers. Provide seismic bracing as required by local code requirement, and twist wire as required for restraint. Provide hold-down clips. Cooperate in fitting around air conditioning and ventilation outlets.

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SECTION 9D: WALLCOVERING

GENERAL PROVISIONS:

1. SCOPE: Install Vinyl Wall Covering furnished by the Owner.

2. Coordinate the wall covering scope and installation with the Owner.

MATERIALS:

1. Use only the materials recommended by the selected wall covering manufacturers.

2. Use Heavy Duty Mildew-Resistant clear strippable adhesive.

PERFORMANCE:

INSTALLATION: Install in accordance with Manufacturer's instructions for material and strippable adhesive.

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SECTION 9E: PAINTING

GENERAL PROVISIONS:

SCOPE: Supply all labor, materials, and equipment necessary for the proper painting and finishing of the Building.

MATERIALS:

1. PAINT BRANDS AND COLORS are given in the Finish Schedule to show exact color required. Exact matches within the following brands are acceptable:

   A. Benjamin Moore
   B. Devoe
   C. Glidden
   D. Olympic
   E. Pratt and Lambert
   F. Sherwin-Williams
   G. Duron

   Unspecified brands of materials such as shellac, turpentine, thinner, etc., shall be pure and of the best quality obtainable. All materials shall be used without adulterations and only as specified by the Paint Manufacturer.

2. PUTTY AND FILLERS shall be as recommended by the Paint Manufacturer.

3. CAULKING MATERIALS shall be "Mono" Acrylic Terpolymer Sealant, white color, by Tremco Manufacturing Co., Cleveland, OH, or approved equal.

PERFORMANCE:

1. WORKMANSHIP: All surfaces to be painted shall be clean and free of dirt, dust, or grit before painting is started. Painting shall not be done when there is sweeping or excessive dust in the air. All pitch streaks, resin spots, etc, shall be cleaned of all residue and touched up with shellac before painting. Putty all nail holes, cracks, etc., in woodwork after the first coat is applied. Where the Prime Coat does not dry to a uniform sheen over the entire surface, spot prime the areas that indicate suction before applying finish coats. Undercoats of paint shall be tinted to a color approximating the finish coats, with enough variation in color to permit visual inspection of materials during this work. All materials shall be evenly spread and flowed on without runs, sap, or excessive brush marks.

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2. STEEL DOORS, FRAMES, GATES, PIPE GUARDS, LIGHT POLES, EXPOSED SIGN SUPPORTS, GAS PIPES, AND OTHER FREE-STANDING METAL ACCESSORIES:

   A. PRE-PRIMED: Two (2) additional coats of exterior enamel Benjamin Moor Iron Clad #163 over finely-sanded primer. See Finish Schedule for Color.

   B. BARE METAL: Two (2) coats Benjamin Moore Iron Clag #163 over two (2) coats finely-sanded metal primer. See Finish Schedule for Color.

   NOTE: Gas Pipe shall be painted only after pressure tested.

3. LIGHT POLES AND SIGN POLES shall be painted with two (2) coats of Benjamin Moore Iron Clad Retardo #163-HC105 over finely-sanded primer or paint. Verify if shop painted by Manufacturer. HC-105 Custom Gallon Formula = 163.01 base, OY 1 x 12, BK 1 x 4, OG 16.

4. MISCELLANEOUS UNFINISHED SURFACES: Miscellaneous unfinished surfaces not specified above or in Finish Schedule, except mill-finished aluminum, stainless steel, and natural finish materials, paint to match colors of adjacent surfaces.

5. CAULKING: Caulk at the junction of all steel door frames and walls, as well as intersections of cabinet work, sinks, hoods, shelving, and counters with walls, etc., as needed to seal all Joints between dissimilar materials.

6. BUILDING SOFFIT: Paint with exterior latex and in the color as listed in the Finish Schedule. Apply a minimum of two (2) coats for uniform coverage.

7. PLYWOOD SIDING AND WOOD SLATS FOR DUMPSTER/UTILITY ENCLOSURE: See Site Drawings.

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SECTION 9F: PREFINISHED PANELS AND CORNER GUARDS

GENERAL PROVISIONS:

1. SCOPE: Furnish and install Interior Prefinished Panels, Trim, Corner Guards, and Accessories as shown on Drawings.

2. NOTES: For Marlite National Account contact Marlite Division of the Masonite Corporation, Commercial Division, 3715 Atlanta Industrial Parkway, Atlanta, GA 30331. Contact Larry Kiefer, Customer Service, (404) 691-1234 or Fax (404) 691-6915.

MATERIALS:

1. MARLITE PANELS AND TRIM, 4'.0" x 8'-0" x 1/4", Symmetrix Panels color and texture as shown on Finish Schedule.
   ADHESIVE: Marlite Brand C-375 Waterproof Adhesive.
   CAULKING: Marlite Brand Caulking.

2. FIBERGLASS REINFORCED PANELS:

   Kemlite FRP Panels, 4' x 9' x 0.10", and matching trim, Class C/III.
   COLOR: Colonial White.
   ADHESIVE: Kemlite Brand Waterproof Solvent-Based Adhesive.
   caulking: Silicone Sealant.

3. EXTRA DUTY CORNER GUARDS at outside wall corners in food prep, pot wash, and storage areas as shown shall be Marlite Corner Guards 2" x 2" #M960FP, 96", to extend from top of tile base to ceiling, with Concealed Fasteners, caulk to match.

   SUBSTITUTION:

   Marlite Stainless Steel Corner Guards F-560 x 96" with Concealed Fasteners. 48", 16 Gauge, Stainless Steel Corner Guards with 1/8" radius with clear caulk.

4. CLEAR CORNER GUARDS will be provided by F.I.C. and installed by the Contractor.

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PERFORMANCE:

1. INSTALL MARLITE SYMMETRIX PANELS in accordance with Manufacturer's instructions. Adhere with Marlite solvent-based adhesive C-375. Apply matching trim at corners with clear silicone sealant in trim slot prior to Panel Installation. Caulk all Joints in Trim or Butt.

2. INSTALL KEMLITE FRP PANELS in accordance with Manufacturer's instructions. Apply matching trim before installing panels. Glue up panels on Gypsum Board, setting all panels into trim in a bed of clear caulk. Use solvent-based adhesive or equal approved by Manufacturer. Do not apply when temperature is less than 40 Degrees F. Caulk around all joints, trim and abutting edges with clear silicone.

3. INSTALL CORNER GUARDS in accordance with Manufacturer's recommendations. Ensure all edges are De-Burred and smooth. Caulk with clear caulking around edges.

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DIVISION 10: SPECIALTIES

SECTION 10A: TOILET ACCESSORIES

GENERAL PROVISIONS:

1. SCOPE: Install Toilet partitions, Toilet Accessories, and related Hardware as shown on Plans or Installation Drawings.

   Bobrick Toilet Accessories will be furnished and installed by the Contractor.

2. SUBMISSIONS: Provide Installation Drawings to Owner's Representative showing the size and location of each component and rough opening sizes and mounting heights. Label all components to correspond to instruction for ease of installation.

MATERIALS:

1. DOORS FOR TOILET COMPARTMENTS with Stud Wall Partitions shall be 3/4" x 58" high Toilet Stall Doors with standard hinges #502 catch slide surface strike #5140 for outswinging doors, and #5260 surface strike for in-swinging doors, coat hook with rubber bumper. Finish - Folkstone 927 (Gray), MCP Laminate.

2. STALL DOOR HINGE JAMB: 1-1/4" x 1-1/4" x 8'-0" Mill Finish Aluminum Tube Hinge Jamb Post for toilet stall doors. Pre-Drill for #12 screws 08" O.C.

3. PANELIZED TOILET COMPARTMENTS & DOORS (When Shown) shall be Marlite floor-mounted, overhead-braced Toilet Partitions and/or floor-mounted, ceiling-braced urinal screen by Marlite with stainless steel pilaster shoe covers. Finish 927 Folkstone (Gray), MCP Laminate, doors to have coat hook with rubber bumper.

PERFORMANCE:

1. INSTALL TOILET COMPARTMENT DOOR to Hinge Jamb Post with #10 Pan Head Shoulder Bolts and Barrel Nuts.

2. INSTALL TUBE JAMB POST to Wall Studs or Blocking with #12 x 3 1/2 Plated Pan Head Wood Screw @ 8" O.C. Paint.

   INSTALL PARTITIONS, ACCESSORIES, AND HARDWARE in accordance with Manufacturer's recommendations and Installation Drawings.

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SECTION 10B: LOUVERS

GENERAL PROVISIONS:

1. SCOPE: Provide and install aluminum wall louvers with insect screens and related Hardware as shown on Plans or Installation Drawings.

2. SUBMISSIONS: Indicate on shop drawings, layout, elevations, dimensions, and tolerances; head, jamb, and sill details; blade configuration; screening; and frames. Submit manufacturer's installation instructions.

MATERIALS:

1. Extruded aluminum louvers, equal to Airolite Company (614-373-7676) Horizontal Blade Sightproof Louver, Model #K605, manufactured from ANSI/ASTM 6063-T5 alloy, extruded shape, prefinished with baked-on polyester urethane resin paint finish, in color selected from manufacturer's standard colors. Louver Size: 5 inches deep, 18" outside diameter as indicated in elevations. Louver Blade: Sloped at 19 degrees; minimum material thickness of .081 inch. Louver Frame: Channel shape, welded corner joints, material thickness of .125 inch. Head, Jamb, and Sill Flashings: Roll formed to required shape, one piece per location.

2. Fasteners and Anchors: Galvanized steel type, isolated from the aluminum frame in method approved by manufacturer.

3. Accessories shall include insect screening, 18 x 16 size aluminum mesh, set in steel or aluminum frame. Screens: Permanently install screen mesh in shaped frame with reinforced corner construction; screw to louver frame. Flashings shall be of same material as louver frame.

PERFORMANCE:

Install louver assembly in accordance with manufacturer's instructions. Install louvers level and plumb. Secure louvers in opening framing with concealed fasteners. Install flashings and align louver assembly to ensure moisture shed from flashings and diversion of moisture to exterior. Install insect screening to interior of louver. Install perimeter sealant and backing rod in accordance with Section 7.

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DIVISION 11: EQUIPMENT

SECTION 11A: EQUIPMENT

GENERAL PROVISIONS:

1. SCOPE: Cooperate with the installation of all equipment items shown on Plans and scheduled in Equipment Schedule (Except as noted as installed by Kitchen Contractor) which are furnished by the Owner or under separate Contract. Equipment Schedule lists Trades responsible for furnishing, installation and final connection.

2. SUBMISSIONS: Provide the Owner, at the completion of this Contract, with an " Owner's Manual" so labeled. The Manual shall consist of a three-ring loose-leaf binder containing all printed matter such as: Guarantee Cards, Cleaning Instructions, Notices to Owner, Operations Manuals, and Maintenance Instructions that may be contained in the shipping carton of equipment and specialties.

3. DELIVERY AND STORAGE: Receive, unload, and safeguard the equipment. Coordinate shipping time with Owner.

4. PROTECTION AND CLEANING: Surfaces shall be cleaned before Final Inspection.

MATERIALS:

See Equipment Schedule.

PERFORMANCE:

INSTALL Equipment according to NFPA 96 and Manufacturer's instructions.

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SECTION 12A: FURNISHINGS

GENERAL PROVISIONS:

1. SCOPE: Install Artwork, Seating, Free-Standing Cabinets and Shelving, Window Treatment, Floor Mats and/or Accessories.

2. NOTES: Details and Materials shown on the approved Decor Drawings shall supersede the Standard Plans, and the Building shall be finished in accordance with the approved Decor Drawings.

3. DELIVERY AND STORAGE: Receive and safeguard these items on the Job Site if requested.

PERFORMANCE:

INSTALLATION: Prepare surfaces to receive these Materials and install Decor Materials as shown on the Decor Drawings.

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SECTION 12A: FURNISHINGS

GENERAL PROVISIONS:

1. SCOPE: Install Artwork, Seating, Free-Standing Cabinets and Shelving, Window Treatment, Floor Mats and/or Accessories.

2. NOTES: Details and Materials shown on the approved Decor Drawings shall supersede the Standard Plans, and the Building shall be finished in accordance with the approved Decor Drawings.

3. DELIVERY AND STORAGE: Receive and safeguard these items on the Job Site if requested.

PERFORMANCE:

INSTALLATION: Prepare surfaces to receive these Materials and install Decor Materials as shown on the Decor Drawings.

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DIVISION 15: MECHANICAL

SECTION 15A: PLUMBING

GENERAL PROVISIONS:

1. SCOPE:

   A. Provide all labor, materials and equipment in accordance with these Specifications and the accompanying Drawings to provide a complete and properly operating Plumbing System for the Building.

   B. When required, make water, sewer and related service taps, extending service from same to Building as shown on Drawings. Applications and fees will be made by Owner. When service is provided by a third party, extension of service from these provisions is required. Gas service, whether NG or LPG, will be provided by the Owner through the local source or utility.

2. DRAWINGS: The location of the piping runs are approximate and the Contractor must make any necessary changes in the piping runs, etc., at no additional cost to the Owner. Rough-in locations for supply, drainage and gas are critical and must be coordinated closely with equipment and fixture requirements. Coordinate this work with the installers of equipment furnished and installed by others. Refer to the other Drawings for Details of the Building Construction and the other Mechanical, Electrical, and Equipment features.

3. COORDINATION AND WORKMANSHIP: Schedule this work so that it will be properly coordinated with all other Trades. Workmanship shall be in accordance with the best practice for the class of work involved. Workmanship shall allow the appliance to operate as intended and be installed to best protect the Public and Operators from injury or damage, and to present a neat, pleasing, and orderly appearance.

MATERIALS AND PERFORMANCE:

1. MATERIALS: All Materials shall be new and of the quality indicated by the specified brand names. Substitutions of material of equal quality by other qualified manufacturers may be acceptable provided a list of such substitutions is approved in writing by owner representative. A Substitutions List shall be submitted in triplicate within five (5) days after the Contract is let.

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2. BACKFILLING: Perform all necessary excavating and backfilling required for this installation. Prepare a proper bed of sand or gravel or equivalent in rock screenings so as to eliminate shimming and void spaces under any of the Utility Service Pipes. Bending of any hard pipe will not be permitted. Where a change in direction is necessary on Pressure Pipes, "Compatible" Couplings or equal shall be used and bends may not exceed 90 Degrees. All excavation below the bottom of footings shall be backfilled with 2000 PSI Concrete. Other Backfill shall consist of 2-3" of Sand or Rock Screenings and earth to a final level equal to its original condition. In the event the Backfill should settle before the Final Top Surface is applied, apply additional Backfill to sustain the original level. Care should be taken to minimize the dust level when excavating and Backfilling so as to comply with Federal and State E.P.A. Regulations relating to this type of work (Fugitive Dust).

3. PIPING INSTALLATION: Furnish and Install cleanouts as indicated on drawings and as required by Code. Use Reduction Fittings in making reductions in size of Pipe. Ream all Pipe after cutting, then turn Pipes on end and knock out all loose dirt and scale before installing. Make changes in horizontal direction of sanitary and waste pipes with long radius fittings for with "Y" Branches and 1/8 or 1/16 Bends. Connect soil stacks at base to horizontal runs with "Y" Connections.

   Water Supply Pipes to fixtures and Waste Pipes from Fixtures shall be centered in the proper place relative to the Center Line of the Fixture. No offsets will be allowed. All Pipes shall be run mechanically straight and square with Building Lines, except for required pitch on horizontal lines, and all changes in direction shall be made with fittings. Water Piping to be routed in walls and above suspended ceilings as noted. Where water supply lines are routed under the floor slab, they shall be run within a PVC pipe conduit, minimum three-inch diameter with no joints in the run of pipe.

   No wax, putty, or varnish will be permitted. Cracked fittings shall be removed and replaced with new Fittings. Make Threaded Joints in Brass Pipe and Fittings with Pipe threading to the shoulder of the Fittings. No Slip Joints or Coupling Joints in Brass Pipe will be permitted, except on the Fixture Side of the Trap.

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4. GAS PIPING:

A. 2 INCH AND SMALLER: For aboveground installations, all Fittings to be joined with Teflon tape Seal or other suitable seal and made in conformance with the best practices of AGA, NFPA 58 and NFPA 54. All fittings shall be 150 PSIG malleable iron. Unions shall be Cast Black Iron and installed in a manner such that no stress will be placed on the male-female sealing surfaces. Proper alignment will be made at time of installation. All Joints and Connections shall be thoroughly cleaned of oil, thread cuttings and residuals to accept enamel paint. Rough or sharp exposed thread surfaces shall be filed smooth. Testing shall be as outlined under Section 15A, Paragraph II, Tests.

B. 2-1/2 INCH AND LARGER: Schedule 40, ASTM-A-S3 black steel pipe with welded joints and 150 PSIG forged steel slip on flanges. Gaskets shall be 1/16-inch thick preformed neoprene approved for gas service.

5. WATER SUPPLY PIPE:

A. Joints shall be cleaned and deburred as recommended by the Manufacturer and Federal, State, and Local Codes. Soldered joints shall be made with lead free solder and flux.

B. Under no circumstances shall dissimilar metals come into direct contact with Copper Tubing, E.G., Galvanized Strapping, Hangers, of Clamps to secure the Tubing.

C. Water Pipe shall be properly secured and aligned so as not to exert vertical or horizontal stresses on the seating of the Mating (male and female) surfaces of the Unions.

D. Materials:
1. Below Grade: Type "K" Copper Tube, Soft Temper.
2. Above Grade: Type "L" Copper Tube, Hard Drawn.

E. Insulation: Insulation for hot and cold water piping shall be 1/2" thick Armaflex UL Labeled or Fiberglass 25 with ASJ/SSL Foil/Vinyl Jacket or equal. Insulate Piping and Fittings.

6. WASTE PIPING: Install Horizontal Drain and Waste Pipes with 1/4" FT. Slope.

MATERIALS: Cast Iron - Hub Type with Neoprene Joints or PVC with PVC fittings and solvent welded joints.

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7. ROOF DRAIN PIPING: Install Horizontal Drain and Waste Pipes with minimum 1/8" per foot Slope or as indicated on plan.

   MATERIALS: Cast Iron - Hub Type with Neoprene Joints or PVC with PVC fittings and solvent welded joints.

8. PIPE SUPPORTS: Hang pipes using clevis hangers or unistrut with minimum bearing surface equal to largest diameter supported. Provide supports at five (5) foot intervals for horizontal pipe and ten (10) foot intervals for vertical pipe.

9. PIPE SLEEVES/ESCUTCHEONS: Provide Chrome-Plated Escutcheons on all pipes passing through walls, floors, or ceilings of finished rooms. Escutcheons to be Beaton & Cadwell, #10, 40 6A or equivalent with set-screws. Provide Escutcheons on all Waste Lines from Plumbing Fixtures, whether through walls, floors, and whether concealed behind counters or exposed. Pipe Sleeves shall be provided when Pipes penetrate foundation and shall be 1" larger than pipe, seal sleeve 1/caulking.

10. PLUMBING FIXTURES: Furnish and install Plumbing Fixtures as shown on Drawings with all Accessories and trim as listed. All fixtures shall be protected through the course of the construction. Any fixture damaged shall be replaced without additional expense to the Owner.

11. CONNECTION TO OTHER FIXTURES: Connect Building Service Piping, including but not limited to water, drain, and gas pipes to food service equipment as indicated in Equipment Specifications. Provide cross connection control devices on ice machines and beverage equipment supply connections.

12. TESTS:

    A. DRAINAGE AND VENT PIPING - Sanitary and Storm Drainage and Vent Piping shall be tested before the Plumbing Fixtures are installed by capping the openings and filling the entire system with water and allowing it to stand thus filled not less than one (1) hour. Inspect Water Level to determine if Piping is tight.

    B. WATER PIPING - The Water Supply Piping Lines shall be tested before the Plumbing Fixtures are connected by filling the entire system with potable water and applying hydrostatic pressure of 100 PSI an allowing to stand for not less than four (4) hours at this pressure to prove plumbing integrity.

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C. GAS PIPING - In lieu of Local Requirements, gas piping shall be filled with compressed air to 150 PSI and held for a period of four (4) hours. Each Joint shall be checked by Liquid Soap or Special Liquid Chemical for leaks. NOTE: Remove all gas valves and protect from damage before testing system.

13. DISINFECTION OF POTABLE WATER SYSTEM: Upon completion of installation disinfect the Water System by filling it with solution containing 50 parts per million of Chlorine and allow it to stand for not less than six (6) hours before flushing thoroughly and returning to service. Furnish clean water samples to the Local Authority for testing after the lines have been disinfected. This procedure to be in accordance with the State Plumbing Code.

14. CLEANUP: Clean all plumbing fixtures and equipment thoroughly before final inspection, leaving all ready for use.

15. GUARANTEE: Materials and Workmanship shall be guaranteed for one (1) year from date of Final Acceptance. Defective work and all damages caused thereby which may occur during the term of the aforementioned guarantee will be repaired and/or replaced at no expense to the Owner.

16. OWNER'S MANUAL: Provide the Owner, at completion of this Contract, with an "Owner's Manual" so labeled. The Manual shall consist of a three-ring loose-leaf binder containing all printed matter such as: Guarantee Cards, Cleaning Instructions, Notices to Owner, Operating Manuals, and Maintenance Instructions that may be contained in the shipping cartons or equipment housings.

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SECTION 15B: HEATING, VENTILATING & AIR-CONDITIONING

GENERAL PROVISIONS:

1. SCOPE:

   A. Provide all labor, material, and equipment in accordance with these Specifications and the accompanying Drawings to provide a complete and properly operating heating, ventilating, and air conditioning, and systems for the building. Work under this Section includes, but is not necessarily limited to:

   B. INSTALL THE FOLLOWING EQUIPMENT (see plans for furnishing responsibility):

      1. Packaged rooftop air conditioning units, including accessories.
      2. Exhaust fan, support stand and hood for ventilation of cooking equipment.
      3. Exhaust fan, curb and hood for exhaust of dishwasher.
      4. Exhaust fan and curb for exhaust of Toilet Rooms.

      Note: Installation includes unloading, rigging, placing and anchoring of equipment.

   C. FURNISH AND INSTALL THE FOLLOWING:
      1. Standard ductwork and specialties.
      2. Kitchen grease exhaust ductwork and specialties.
      3. Water heater flue pipe.
      4. Air inlets and outlets.
      5. Automatic temperature controls.
      6. Duct insulation (duct wrap).
      7. Exterior duct insulation (weatherproofing).

2. GENERAL REQUIREMENTS: All work under this Contract shall be accomplished in strict accordance with Federal, State, and Local Codes. Where these Plans and Specifications are in conflict with such Codes, the Codes shall govern. Pay for and obtain necessary Construction Permits and Certificates of Inspection.

   NOTE: Where Energy Permits are required, these shall be submitted to Friendly's Construction and Maintenance Department for approval prior to any construction.

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A. COORDINATION: Coordinate work with other Trades. Locations shown are approximate. Refer to the Architectural Plans for exact measurements in the placement of equipment, fixtures, outlets, etc. Where the locations are not clear, obtain the exact location from Friendly's Design and Engineering Department and field verify. The Plans do not give exact Details as to Elevations and Locations of various pipes, fitting, ducts, conduit, etc., and do not show all offsets and other Installation Details which may be required.

MATERIALS AND PERFORMANCE:

1. MATERIALS: All materials shall be new and of the quality indicated by the specified brand names. Substitutions of material of equal quality by other first-line Manufacturers may be acceptable provided a list of such substitutions is approved in writing by Friendly's Design and Engineering Department. A Substitutions List shall be submitted in triplicate within five (5) days after the Contract is let.

2. ROUTING OF DUCT SYSTEMS: Coordinate routing of Duct Systems with others, line up work true to adjacent spaces and in a Workmanlike manner, and use standard radius 90 Elbows. Where required, Ductwork is to be sturdily supported and separated in accordance with ASHRAE & SMACNA Standards.

3. DUCTWORK FOR HVAC SYSTEM:

   A. GENERAL NOTES:
      1. Volume Dampers with manual locking quadrant shall be installed at branch runouts where required to balance system to CFM indicated.
      2. Duct dimensions indicated are "Inside" dimensions with no internal duct liner.
      3. Ductwork shall be built in accordance with SMACNA and the ASHRAE Guide.
      4. Use 90 Deg. Turning Vanes in all Elbows where indicated on the Drawings. Vanes to be properly spaced in accordance with the ASHRAE Guide Recommendations.
      5. Duct Board is not allowed.

   B. METAL DUCTWORK (EXCLUDING GREASE DUCT):
      1. Ductwork shall be constructed of new Galvanized Prime grade Steel Sheets (G-90 coated galvanized steel of lock forming grade conforming to ASTM AG53 and ASTM A924).
      2. The gauges of Metal to be used and the construction and bracing of Joints shall be in accordance with SMACNA and the ASHRAE Guide Recommendations.

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3. Metal Duct shall be supported from Building Structure on Strip Hangers not over 8'-0" apart.

4. Provide flexible connectors at duct connection to all equipment and as indicated on Drawings.

C. DUCT INSULATION (DUCT WRAP):
1. Insulate exterior of all Metal Supply and Return Ducts with 1-1/2" thick, 3/4 lb. per cu. ft. density, fiberglass blanket insulation with foil backing and UL labeled.
2. Insulation shall have a Flame Spread of twenty-five (25) or less and a Smoke Developed Rating of fifty (50) or less.
3. Insulation shall be Owens-Corning FRK25 or equal.
4. Insulation shall be spot glued on 6" centers, and lightly lapped with 2" wide vapor barrier pressure-sensitive tape.
5. Duct Wrap shall be installed in a neat and competent manner with all edges covered with approved Metallic Duct Tape to vapor-proof the entire Duct.

D. EXTERIOR DUCT INSULATION (WEATHERPROOFING): System shall consist of sheet metal duct, rigid insulation, fasteners and adhesive, vapor retarder tape over joints and penetrations of insulation jacket, metal corner beads, and weather-barrier mastic reinforced with fabric or mesh. Install as indicated on drawings for supply and return ductwork exposed on roof.

E. FLEXIBLE DUCT:
1. Flexible duct shall be permitted for final connection of supply duct to diffuser or grille and maximum length shall be five (5) feet.
2. Flexible duct shall be permitted for straight runs only. Provide hard duct to accomplish change in direction.
2. Flexible duct shall be constructed of trilaminate fabric (aluminum foil, fiberglass and aluminized polyester) supported by helically wound galvanized steel mechanically locked to fabric. Pressure rating shall be 12 in. wg positive and 5 in. wg negative.

F. FLEXIBLE CONNECTORS: UL-listed, fire-retardant, neoprene-coated, woven glass fiber fabric, complying with NFPA 90A, approximately six inches wide and crimped into metal edging strip.

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4. COOKING EXHAUST FANS AND DUCTWORK: Install all cooking exhaust fans in accordance with Plans and Manufacturer's installation instructions. Cooking exhaust fans are supplied by Owner.

   Ventilator Exhaust Duct shall be fabricated and installed in accordance with NFPA 96. When duct passes within 18 inches of combustibles, reduced clearance measures as defined in NFPA-96 shall be employed if acceptable to the local authorities.

5. TEMPERATURE SETTINGS: At conclusion of project, set points shall be approximately 75 degrees for cooling and 68 degrees for heating at thermostat controls.

6. ROOF CURBS: Curbs to be furnished and installed in accordance with Section 5C: Roof Curbs shall be Field-Insulated. Coordinate with Roof Contractor:

   A. ROOF-TOP HVAC UNITS: Prefab curb from the HVAC Manufacturer by Owner.

   B. CURBS for exhaust fans to be supplied by Owner. Field-insulate as indicated in Details.

7. TESTING AND ADJUSTING OF HVAC SYSTEM: Upon completion of the installation, the HVAC system will be tested and balanced by a certified air balance contractor provided by the Owner. All adjustments are to be made by the contractor and include but are not limited to the following:

   A. Adjust the entire installation to minimize noise and vibration from fans and compressors.

   B. Eliminate duct pulsation by use of stiffeners or additional supports as required.

   C. Correct any equipment or component which is generating objectionable noise in the opinion of the Owner or by Local Authorities.

   D. Adjust fan drives and dampers as required by balance supply air, outside air, and exhaust air to values specified on plans.

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8. CONTROLS: Furnish and install Thermostatic Controls and Sensors as shown on Drawings.

   Furnish and install all control wiring and cables from HVAC units and temperature sensors to thermostat. Provide batteries, program thermostats and verify proper sequence for all units.

9. CLEANUP: After completion of the work and before Final Inspection, clean HVAC Equipment.

10. FILTERS: Provide clean set of filters for each HVAC Unit when turned over to the Owner.

11. HVAC OWNER'S MANUAL: Provide the Owner, at the completion of this Contract, with and "Owner's Manual" so labeled. The Manual shall consist of a three-ring loose-leaf binder containing all printed matter such as: Guarantee Cards, Cleaning Instructions, Notices to Owner, Operating Manuals, and Maintenance Instructions that may be contained in the shipping cartons or equipment housing.

12. FIELD INSTRUCTION: Qualified Representatives of the Air Conditioning Contractor shall meet with the Project Coordinator and Representative of the Owner. The Owner's Representative shall be instructed in the proper operation and Maintenance of the HVAC and Control System.

13. GUARANTEE: Materials and workmanship shall be guaranteed for one (1) year from date of final acceptance. Defective work and all damages caused thereby which may occur during the term of the aforementioned guarantee will be repaired and/or replaced at no expense to the Owner. In addition, all refrigeration compressors shall bear a non-prorated 5-year factory warranty, and all extended warranties.

14. SERVICE ACCESS: Provide service access as required in Manufacturer's Installation Instructions. If such access is not available, notify Owner and evaluate whether necessary changes can be worked out with other Trades. If not, do not install equipment which does not meet Manufacturer's requirements for accessibility. In no case bid, submit, or install equipment in situations that do not meet that Manufacturer's Warranty requirements.

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SECTION 15C: REFRIGERATION

GENERAL PROVISIONS:

1. SCOPE:

   A. Provide all labor, material, and equipment in accordance with these Specifications and the accompanying Drawings to provide complete and properly operating refrigeration systems for the building. Work under this Section includes, but is not necessarily limited to:

   B. INSTALL THE FOLLOWING EQUIPMENT (see plans for furnishing responsibility):

      1. Holding Room evaporator and condensing unit, including piping and accessories.
      2. Ante Room evaporator and condensing unit, including piping and accessories.
      3. Condensing unit and accessories serving display freezer.

      Note: Installation includes unloading, rigging, placing and anchoring of equipment.

   C. FURNISH AND INSTALL THE FOLLOWING:
      1. Pipe and fittings.
      2. Insulation.

2. GENERAL REQUIREMENTS: All work under this Contract shall be accomplished in strict accordance with Federal, State, and Local Codes. Where these Plans and Specifications are in conflict with such Codes, the Codes shall govern. Pay for and obtain necessary Construction Permits and Certificates of Inspection. Refrigerant piping shall be fabricated and installed in accordance with ASME standard 831.5 and ASHRAE standard 15.

   A. COORDINATION: Coordinate work with other Trades. Locations shown are approximate. Refer to the Architectural Plans for exact measurements in the placement of equipment, fixtures, outlets, etc. The Plans do not give exact Details as to Elevations and Locations of various pipes, fitting, ducts, conduit, etc., and do not show all offsets and other Installation Details which may be required.

   B. EPA CERTIFICATION: All handling of refrigerants shall be by EPA certified technicians in accordance with the latest EPA regulations.

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MATERIALS AND PERFORMANCE:

1. MATERIALS: All materials shall be new and of the quality indicated by the specified brand names. Substitutions of material of equal quality by other first-line Manufacturers may be acceptable provided a list of such substitutions is approved in writing by Friendly's Design and Engineering Department. A Substitutions List shall be submitted in triplicate within five (5) days after the Contract is let.

2. Pipe shall be hard drawn AC&R copper, ASTM B88 or ASTM B280, with brazed joints. Brazing material shall be 15% silver, 80% and 5% phosphorus. Low temperature soft solders (95/5) shall not be permitted.

3. Fittings shall be wrought copper meeting ASME B16-22 standards.

4. Insulation shall be fire retardant polyethylene having a smoke developed rating of 50 maximum and a flame spread rating of 25 maximum. Insulate all suction lines with one thick material.

5. Support pipe above ceiling with unistrut spaced every six feet. Secure pipe to unistrut with two-piece clamps.

CLOSEOUT:

1. Charge all systems, start-up equipment and set pressure switches in accordance with Manufacturer's recommendations.

2. Remove all materials and debris related to system installation.

3. Perform punch list corrections within fifteen (15) days of issue.

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DIVISION 16: ELECTRICAL

SECTION 16A: ELECTRICAL

GENERAL PROVISIONS:

1. SCOPE: Provide all labor, material, and equipment in accordance with these Specifications and the accompanying Drawings to provide a complete and properly operating Electrical System for the Building.

2. GENERAL REQUIREMENTS: All work shall be performed by Skilled Licensed Electricians in accordance with the best practices of the Trade, meeting the requirements of the latest edition of the National Electrical Code, Applicable Federal, State, and Local Codes, and the requirements of the Power Company furnishing the services. Pay for and obtain necessary Construction Permits and Certificates of Inspection.

   COORDINATION: All Outlets must be accurately located, particularly appliance outlets which shall be located from the dimensions given on the Drawings and Field verified. Review the Architectural, Plumbing, and Heating and Ventilating Plans in order to coordinate this work with other Trades, and cooperate with them in the entire installation.

3. SERVICE: Service as designated on the Plans is 120/208 Volt, 3-Phase, 60-Cycle, 4-Wire "Y", except where noted. Equipment is ordered for this Voltage.

   Service shall be as shown on Site Plan or indicated in Instructions to Bidders. Poles and other equipment on the Site must be submitted to the Owner for approval. Include cost of all service connections and meter charges and furnish as part of the Base Bid.

MATERIALS AND PERFORMANCE:

1. GENERAL: All materials shall be new and of the quality indicated by the specified brand names and shall be listed by Underwriters Laboratories for intended use. Substitution of products of equal quality by other first-line manufacturers may be acceptable provided a list of such substitutions is approved in writing by owner representative. A Substitutions List shall be submitted in triplicate within five (5) days after the Contract is let. Contractor shall furnish and install required backboards and other required mounting items.

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2. SERVICE ENTRANCE EQUIPMENT: Main distribution panel with main circuit breaker and feeder circuit breakers shall be for installation by Contractor. Current transformer cabinet shall be furnished and installed by Contractor. Contractor shall furnish and install meter socket conforming with requirements of local utility.

3. PANELBOARDS: Panelboards shall be furnished by Owner with circuit breakers for installation by Contractor.

4. EXCAVATIONS: Perform all necessary excavating and backfilling required of this installation. All excavations below the bottom of footings shall be backfilled with 2000 PSI concrete, where ditches are cut for outside runs or conduit, replace, and tamp the earth in 12" layers and leave the ground level and equal to its original conditions.

3. CONDUIT AND FITTINGS: All Wiring shall be installed in Conduit in accordance with NEC and as specified. Conduit size shall be per NEC. Conduit shall be electrically continuous from the Service Equipment to all devices and equipment, and shall be secured to all Metal Boxes with one lock nut outside and one inside the box with Reinforced Bakelite Bushing.

   If Nonmetallic Conduit is used, then appropriately sized ground wire shall be run electrically continuous from the service equipment to all Outlets and Equipment, secured in accordance with NEC. Flexible Conduit shall be allowed only between Rigid Conduit Terminations and Motors, Lighting Fixtures, or Equipment requiring flexible connections. Flexible Conduit runs shall be less than 6 feet in length.

   Service conductors shall be run from secondary side of transformer underground to building in rigid nonmetallic conduit listed for direct burial. Material shall be high-density polyethylene (HDPE) Schedule 40 or fiberglass reinforced epoxy.

   During construction, Conduit shall be kept free of all foreign matter by use of Capped Bushings on all turned up ends. Paper or Wood Plugs are not acceptable for this purpose.

4. WIRE AND CABLES:

   A. Conductors for Power and Lighting Circuits shall be Soft-Drawn Copper rated 600 Volts, type THHN/THWN, not smaller than #12 AWG. Conductors larger than #8 AWG shall be stranded.

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B. Upgrade wire size as required to limit voltage drop from panelboard to connection point to three percent (3%).

C. Cables shall be installed for HVAC Control Wiring and Computer System Data Transmission in accordance with NEC and as shown. Cables shall be properly secured in straight runs, where possible. Under no circumstance shall cable be power stapled.

D. All receptacles, unless otherwise noted, to be Ivory.

5. SITE AND SIGNAGE LIGHTING: Conductors shall be run in rigid Galvanized Steel or Rigid Nonmetallic Conduit listed for direct buried use. Minimum conduit size shall be 1", except where specific installation requires larger size in accordance with NEC. Conductors shall be sized to prevent Voltage Drop exceeding 3 percent at farthest fixture in accordance with NEC 210-19, FPN No. 4. Set Fixtures and Poles on Concrete Bases as provided under Section 3A: Concrete. Ground/Bond all Site and Signage Lights per NEC. Refer to the Site Plan for Quantity and location of all Site and Signage Lighting. Set Fixtures as specified and aim after dark for uniform light distribution.

6. OTHER WIRING:

A. Furnish and Install all Power Wiring and Conduit as indicated on the Drawings for roof-top HVAC equipment, exhaust fans, freezer and cooler compressors and evaporators, and other systems as indicated on drawings. Furnish and install service disconnect switches per NEC.

B. Verify the correct Power Supply and Phasing has been provided at load side of service disconnect switch before operating equipment.

7. EMPTY CONDUIT: Leave a #12 pull wire in all empty conduit.

8. BOXES AND WIREWAYS: All Junction Boxes, Pull Boxes Wireways, etc., shall be sized in accordance with the National Electrical Code.

9. FIRE ALARM SYSTEM:

A. Owner shall furnish fire alarm control panel, initiating devices, notification devices and cable required for all interconnections.

B. Contractor shall provide power with transient voltage surge suppression to control panel and shall install all components and materials.

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10. TELEPHONE SYSTEM: Furnish and install service conduit and required backboard. Furnish and install conduit, boxes and pull wire required as indicated on drawings.

11. POS SYSTEM:

    A. Owner shall provide cable with terminations for installation by Contractor.

    B. Contractor shall furnish and install conduit and connectors required for complete installation.

    C. Contractor shall furnish and install isolated ground circuits and receptacles as indicated on drawings.

12. BUZZER: Furnish and install delivery/customer buzzer system.

13. TESTS: Make all necessary tests to ensure that the entire installation is free from Improper Grounds and from shorted and/or open conductors. Voltage, Current, and Rotation Tests shall be made before any Motors are placed in operation. All loads must be balanced across phases. Check to see that all lights work and are controlled by switches indicated on Drawings or Breakers so indicated on Panel Schedule.

14. GUARANTEE: Materials and Workmanship shall be guaranteed for one (1) year from date of final acceptance. Defective work and all damages caused thereby which may occur during the term of the aforementioned guarantee will be repaired and/or replaced at no expense to the Owner.

15. TEMPORARY POWER: Provide at Job Site adequate 120/240V, 1-Phase, 100 AMP service with Power Outlets for temporary construction power. Temporary lighting shall be maintained in all areas of the Building until permanent power sources have been energized. Temporary service to be provided under Section 1A of these Specifications.

16. CLEANUP: Leave this portion of the work in a clean and finished condition.

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