

TANGA, LLC DBA THE KITCHEN SPACE - OPERATING AGREEMENT

<p>1. Services to be provided. TKS, an inspected and fully licensed Retail Food Establishment in the City of Austin agrees to provide the Customer access to and use of the kitchen facilities at TKS, including use for the production of Customer's products. Facilities and services provided shall include, but not be limited to: use of stoves, sinks, refrigerators, freezers, counters, and storage areas.</p> <p>2. Operating, Term and Pricing. Each kitchen within TKS shall be reserved exclusively for the Customer's use during the times booked by the Customer and agreed to by TKS. This Operating Agreement will remain effective for three (3) months. Upon request by TKS, all Customers will be required to execute new Operating Agreements at the expiration of each three-month period. The Customer will be charged in accordance with the prices shown on TKS' website, www.thekitchenspace.com or according to the prices agreed upon by TKS and the Customer.</p> <p>3. Production Responsibilities. Customer assumes all production risks in connection with TKS's kitchen(s) and equipment, including, but not limited to, any failure of equipment during Customers use of such kitchen(s) and equipment. Under no circumstances shall TKS be liable to the Customer for any failure to meet volume production, expected quality and/or other failure of the production process including but not limited to the failure of any particular piece of equipment or machinery. TKS assumes no responsibility for the supply of any other production requirements other than use of the facility and equipment previously set forth, including but not limited to ingredients, packaging, process, and recipes.</p> <p>4. Product Profits. Any and all profits derived from the production of Customer's products or services at TKS, whether at retail, wholesale, or otherwise, shall be the sole and exclusive property of the Customer unless provided for in a separate agreement.</p> <p>5. Tax Liability. The Customer shall be responsible for any and all State, Federal, City, and/or local government authority for any taxes that may be due as a result of the production and/or sale of any of the Customer's products or services at TKS.</p> <p>6. Other Business Interests. This agreement shall not be construed as a partnership, joint venture, or otherwise, and unless otherwise agreed in writing, signed by both parties, TKS has no right, title or interest in and to the business of the profits of the Customer. No employees or contractors of Customer shall be considered an employee or contractor of TKS.</p> <p>7. Security. TKS assumes no responsibility for the security of any equipment or supplies provided by the Customer for use at TKS. Any additional security of storage arrangements shall be the Customer's sole responsibility.</p> <p>8. Liability of Customer. TKS shall not be liable for: any damage to either person or property sustained by the Customer or by any third party arising in any way out of the Customer's use, operation, occupancy of kitchen premises, or sale or distribution of any product manufactured on the kitchen's premises. The Customer covenants and agrees to indemnify, defend, and hold harmless TKS and its employees from any and all claims, costs, and liabilities arising from or in connection with: damages or injuries to persons (including death) or property in, upon, or about the TKS premises, any portions thereof, or resulting from the sale distribution, consumption, and other use of any service provided or product manufactured at TKS for or by the Customer.</p>	<p>9. Damages to TKS Property; Public and Product Liability Insurance. Customer will be responsible for all damages to TKS's premises or equipment and will pay for such damages caused by Customer or the Customer's actions upon demand by TKS. In the event, Customer damages beyond repair or destroys any of TKS's equipment, Customer agrees to pay full replacement value for such damaged or destroyed equipment. Customer will maintain a minimum of \$1,000,000.00 of product liability insurance and general liability insurance with TKS listed as an additional insured. Customers will provide proof of insurance to TKS management prior to entering into this agreement. Any deviation from this policy must be approved in writing by TKS.</p> <p>10. Food and Equipment Safety and Sanitation. The Customer is responsible for obtaining and providing a valid and current Food Establishment Permit issued by the City of Austin. Note that this requires at least one individual to have a Food Manager Certificate issued by the City of Austin.</p> <p>11. Signs and Advertising. No signs or other advertising matter shall be attached or painted on TKS premise without prior approval of TKS management.</p> <p>12. Default. Customer shall abide by the terms of this Operating Agreement and TKS's Policy Handbook, a copy of which has been provided to Customer and the terms of which are incorporated herein by reference. A violation, breach, or failure to keep or perform any conditions of this Operating Agreement or TKS's Policy Handbook shall not continue more than three (3) days after the situation is specified in written notice to the Customer from the kitchen manager. As time is of the essence, the Customer will have three (3) days after written notice from the kitchen manager to remedy any situation that is brought to the attention of the Customer. If more than three (3) days pass without any corrective action taken by the Customer, the kitchen management may declare Customer's rights terminated with no further notice. Furthermore, TKS may repossess and remove Customer's property. The Customer will be charged any reasonable storage costs.</p> <p>13. Assignment. This agreement is solely between TKS and the Customer. The Customer shall not transfer privileges, services, or use of TKS.</p> <p>14. Termination. Notwithstanding any provision contained in this Agreement, TKS may, in TKS's sole and absolute discretion terminate this Agreement without further liability by delivering prior written notice to Customer.</p> <p>15. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.</p> <p>16. Customer. For the purposes of this agreement, "Customer" shall include the individual or legal entity (including but not limited to sole proprietorship, partnership, limited liability corporation, corporation) that executes this agreement, as well as any employees or contractors of the Customer.</p> <p>17. Video Surveillance. Customer acknowledges that TKS's premises will be under video surveillance at all times.</p>
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Customer initials _____
The Kitchen Space Initials _____

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

CUSTOMER

Company name: _____

a(n) _____ (corporation, individual, etc)

Signed: _____

Name: _____

Title: _____

Address: _____

Date: _____

THE KITCHEN SPACE, TANGA LLC.

Tanga LLC, DBA The Kitchen Space, a Texas corporation

Signed: _____

Name: _____

Title: _____

Address: __1204 Cedar Avenue_____

__Austin, TX 78702_____

Date: _____