

disclose to anyone any information about the affairs of the Company, including, without limitation, trade secrets, trade "know-how", inventions, customer lists, business plans, operational methods, pricing policies, marketing plans, sales plans, identity of suppliers or customers, sales, profits or other financial information, which is confidential to the Company or is not generally known in the relevant trade, nor shall the Employee make use of any such information for his own benefit. Any technique, method, process or technology used by the Company shall be considered a "trade secret" for the purposes of this Agreement.

(d) Employee hereby agrees that all know-how, documents, reports, plans, proposals, marketing and sales plans, client lists, client files and materials made by him or by the Company are the property of the Company and shall not be used by him in any way adverse to the Company's interests. Employee shall not deliver, reproduce or in any way allow such documents or things to be delivered or used by any third party without specific direction or consent of the Board of Directors of the Company. Employee hereby assigns to the Company any rights which he may have in any such trade secret or proprietary information.

5.2 If the Employee breaches, or threatens to commit a breach of Section 5.1 (the "Restrictive Covenants"), the Company shall have the following rights and remedies, each of which shall be enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity.

(a) The Employee shall account for and pay over to the Company all compensation, profits, and other benefits, after taxes, which inure to Employee's benefit which are derived or received by the Employee or any person or business entity controlled by the Employee resulting from any action or transactions constituting a breach of any of the Restrictive Covenants.

(b) Notwithstanding the provisions of subsection 5.2(a) above, the Employee acknowledges and agrees that in the event of a violation or threatened violation of any of the provisions of Section 5, the Company shall have no adequate remedy at law and shall therefore be entitled to enforce each such provision by temporary or permanent injunctive or mandatory relief obtained in any court of competent jurisdiction without the necessity of proving damages, posting any bond or other security, and without prejudice to any other rights and remedies which may be available at law or in equity.

5.3 If any of the Restrictive Covenants, or any part thereof, is held to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants, which shall be given full effect, without regard to the invalid or unenforceable portions. Without limiting the generality of the foregoing, if any of the Restrictive Covenants, or any part thereof, is held to be unenforceable because of the duration of such provision or the area covered thereby, the parties hereto agree that the court making such termination shall have the power to reduce the duration and/or area of such provision and, in its reduced form, such provision shall then be enforceable.

5.4 The parties hereto intend to and hereby confer jurisdiction to enforce the Restrictive Covenants upon the courts of any jurisdiction within the geographical scope of such Restrictive Covenants. In the event that the courts of any one or more of such jurisdictions shall hold such Restrictive Covenants wholly unenforceable by reason of the breadth of such scope or otherwise, it is the intention of the parties hereto that such determination not bar or in any way affect the Company's right to the relief provided above in the courts of any other jurisdictions within the geographical scope of such Restrictive Covenants, as to breaches of such covenants in such other respective jurisdictions, the above covenants as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

6. TERMINATION.

6.1 The Company may terminate the Employee's employment under this Agreement at any time for Cause. "Cause" shall exist for such termination if Employee (i) is adjudicated guilty of any crime involving fraud, dishonesty or moral turpitude by a court of competent jurisdiction, (ii) commits any act of fraud or intentional misrepresentation, (iii) has, in the reasonable judgment of the Company's Board of Directors, (a) engaged in serious misconduct, which conduct has, or would if generally known, materially adversely affect the good will or reputation of the Company and which conduct the Employee has not cured or altered to the satisfaction of the Board of Directors within ten (10) days following notice by the Board of Directors to the Employee regarding such conduct, or (b) wilfully and intentionally failed to perform his duties as specified to him by the Board of Directors, or (iii) has made any material misrepresentation to the Company.

6.2 If the Company terminates the Employee's employment under this Agreement pursuant to the provisions of Section 6.1 hereof, the Employee shall not be entitled to receive any compensation following the date of such termination. Additionally, the Company reserves the right to offset against any and all sums payable under this Agreement an amount equal to any and all damages sustained by the Company related to Employee's termination for Cause.

6.3 This Agreement shall automatically terminate on the last day of the month in which Employee dies or becomes permanently incapacitated. "Permanent incapacity" as used herein shall mean mental or physical incapacity, or both, reasonably determined by the Company's Board of Directors based upon a certification of such incapacity by, in the discretion of the Company's Board of Directors, either Employee's regularly attending physician or a duly licensed physician selected by the Company's Board of Directors, rendering Employee unable to perform substantially all of his or her duties hereunder and which appears reasonably certain to continue for at least six consecutive months without substantial improvement. Employee shall be deemed to have "become permanently incapacitated" on the date the Company's Board of Directors has determined that Employee is permanently incapacitated and so notifies Employee.

6.4 Upon termination because of disability, the Employee shall be entitled to receive compensation for six (6) months from the date of such termination (such payments to be

diminished, however, by the extent to which the Employee receives compensation during such period from any disability insurance or other income source) in an amount equal to the monthly compensation paid Employee for the month prior to such termination.

6.5 Employee's employment may be terminated by the Company "without cause" (for any reason or no reason at all) at any time by giving Employee 60 days prior written notice of termination, which termination shall be effective on the 60th day following such notice. If Employee's employment under this Agreement is so terminated, the Company shall continue to provide compensation to the terminated individual at that individual's then current compensation rate for a period of six (6) months. At the end of the six (6) month period, the Company shall not be obligated to continue providing any benefits to Employee (except as may be required by law).

6.6 Employee may terminate his or her employment hereunder by giving the Company 90 days prior written notice, which termination shall be effective on the 90th day following such notice. Voluntary termination shall not entitle the Employee to receive any compensation following the date of termination.

6.7 At the Company's option, Employee shall immediately leave the Company's premises on the date notice of termination is given by either Employee or the Company.

7. MISCELLANEOUS.

7.1 The Company may, from time to time, apply for and take out, in its own name and at its own expense, life, health, accident, disability or other insurance upon the Employee in any sum or sums that it may deem necessary to protect its interests, and the Employee agrees to aid and cooperate in all reasonable respects with the Company in procuring any and all such insurance, including without limitation, submitting to the usual and customary medical examinations, and by filling out, executing and delivering such applications and other instruments in writing as may be reasonably required by an insurance company or companies to which an application or applications for such insurance may be made by or for the Company. In order to induce the Company to enter this Agreement, the Employee represents and warrants to the Company that to the best of his knowledge the Employee is insurable at standard (non-rated) premiums.

7.2 This Agreement is a personal contract, and the rights and interests of the Employee hereunder may not be sold, transferred, assigned, pledged or hypothecated except as otherwise expressly permitted by the provisions of this Agreement. The Employee shall not under any circumstances have any option or right to require payment hereunder otherwise than in accordance with the terms hereof. Except as otherwise expressly provided herein, the Employee shall not have any power of anticipation, alienation or assignment of payments contemplated hereunder, and all rights and benefits of the Employee shall be for the sole personal benefit of the Employee, and no other person shall acquire any right, title or interest hereunder by reason of any sale, assignment, transfer, claim or judgment or bankruptcy proceedings against the Employee;

provided, however, that in the event of the Employee's death, the Employee's estate, legal representative or beneficiaries (as the case may be) shall have the right to receive all of the benefit that accrued to the Employee pursuant to, and in accordance with, the terms of this Agreement.

7.3 The Company shall have the right to assign this Agreement to any successor of substantially all of its business or assets, and any such successor shall be bound by all of the provisions hereof.

8. NOTICES.

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when mailed in any general or branch United States Post Office, enclosed in a registered or certified postpaid envelope, addressed to the parties stated below or to such changed address as such party may have fixed by notice:

TO THE COMPANY: The Good Food Fast Companies
151 Kalms Drive, Suite E-200
Costa Mesa, California 92626
Attn: Christopher A. Wheeler

COPY TO: Barry D. Falk, Esq.
JEFFERS, WILSON & SHAFF, LLP
18881 Von Karman Ave., Suite 1400
Irvine, California 92612

TO THE EMPLOYEE: Sean Wilson
6667 S.W. 56th Street, #806
Miami, Florida 33155

9. ENTIRE AGREEMENT.

This Agreement supersedes any and all Agreements, whether oral or written, between the parties hereto, with respect to the employment of Employee by the Company and contains all of the covenants and Agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise with respect to such employment not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the parties hereto.

10. PARTIAL INVALIDITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

11. ATTORNEYS' FEES.

Should any litigation or arbitration be commenced between the parties hereto or their personal representatives concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its or their attorneys' fees in such litigation or arbitration which shall be determined by the court or arbitration board.

12. ARBITRATION.

Any matter or disagreement arising under this Agreement shall be submitted in Orange County, California for decision to a panel of three neutral arbitrators with expertise in the subject matter to be arbitrated. One arbitrator will be selected by each party and the two arbitrators so selected shall select the third arbitrator. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision and award rendered by the arbitrators shall be final and binding. Judgment upon the award may be entered in any court having jurisdiction thereof. Any arbitration shall be held in Orange County, California, or such other place which may be mutually agreed upon by the parties.

13. GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

14. BINDING NATURE.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

15. WAIVER.

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16. CORPORATE APPROVALS.

The Company represents and warrants that the execution of this Agreement by its corporate officer named below has been duly authorized by the Board of Directors of the Company, is not in conflict with any Bylaw or other agreement and will be a binding obligation of the Company, enforceable in accordance with its terms.

17. CONTINUED OBLIGATIONS.

The obligations of Employee under paragraph 5 hereof shall survive the termination of this Agreement to the extent specified in paragraph 5.

18. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, each of which shall be an original and all of which together shall be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above written.

THE COMPANY:

GFF Management Company

By: 

Christopher A. Wheeler, President

EMPLOYEE:

Signed: 

Sean Wilson

G:\CLIENTS\GOODS\ALSEMP5.WIL

EXHIBIT "C"

**ASSIGNMENTS, CONSENTS,
LICENSE AGREEMENTS AND LEASES**

LICENSE ASSIGNMENT

This License Assignment ("Assignment") is dated as of April 30th, 1997 ("Effective Date") and is entered into by foodworx Management Group, Inc., a Florida corporation ("Assignor") and foodworx, inc., a Nevada corporation ("Assignee").

RECITALS

A. Assignor is the beneficiary under that certain Agreement dated December 1, 1996 a copy of which is attached hereto, including any and all amendments thereto, as Schedule "A" ("Master Agreement").

B. Assignor desires to assign all of its right, title, interest and obligation under the Master Agreement to Assignee and Assignee desires to assume those obligations to the extent arising from and after the Effective Date pursuant to this Assignment.

NOW, THEREFORE, for valuable and sufficient consideration received, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Assignor assigns to Assignee all of Assignor's right, title and interest under the Master Agreement and all of Assignor's obligations under the Master Agreement that come due on and after the Effective Date.

2. **Assumption.** Assignee accepts the foregoing assignment and assumes the foregoing obligations.

3. **Assignor's Representations and Warranties.** Assignor represents and warrants to Assignee that: (i) Assignor is the Licensee under the Master Agreement; (ii) the Master Agreement is in full force and effect; and (iii) Assignor is not in default under the Master Agreement and does not claim or believe that the Q Clubs Inc. is in default under the Master Agreement.


4. **Merger Agreement and Plan of Reorganization.** This Assignment is subject to, and governed by, that certain Merger Agreement and Plan of Reorganization of even date herewith entered into by and between Assignor and Assignee.


5. **Counterparts.** This Assignment may be executed in any number counterparts, including electronically transmitted counterparts, each of which shall be enforceable against the parties mutually executing such counterparts, and all of which together shall constitute one instrument.

Assignor and Assignee have entered into this Assignment as of the day and year first written above.

"ASSIGNOR"


foodworx Management Group, Inc.,
a Florida corporation

By: 
David Goldstein,
President

B. 
Norman Wedderburn,
Secretary

"ASSIGNEE"

foodworx, inc.,
a Nevada corporation

By: 
Christopher A. Wheeler,
President

[continued on following page]

Q Clubs hereby consents to Assignor's assignment of all of its right, title and interest in and to the Master Agreement to Assignee. In addition to its consent, Q Clubs hereby certifies and represents to Assignor that as of the date hereof:

1. The Master Agreement is in full force and effect, without modification except as set forth in Recital A, above. True, correct and complete copies of the Master Agreement, including all modifications thereto, are attached hereto as Schedule "A."
2. There are no uncured defaults in Assignor's performance of its obligations under the Master Agreement, and Q Clubs has no claims against Assignor under the terms of the Master Agreement.
3. Assignee and its successors and/or assigns may rely upon this Consent and Certificate in connection with Assignee's acquisition of Assignor's right, title and interest in and to the Master Agreement.

Q Clubs Inc.

By: _____
Name: _____
Title: _____

ON CLINTON COUNTY WORK LEASES AND CLASSIFICATION

LICENSE ASSIGNMENT

This License Assignment ("Assignment") is dated as of April 24, 1997 ("Effective Date") and is entered into by foodworx Management Group, Inc., a Florida corporation ("Assignor") and foodworx, Inc., a Nevada corporation ("Assignee").

RECITALS

A. Assignor is the Licensee under that certain License dated December 1, 1996 a copy of which is attached hereto, including any and all amendments thereto, as Schedule "A" ("License").

B. Assignor desires to assign all of its right, title, interest and obligation under the License to Assignee and Assignee desires to assume those obligations to the extent arising from and after the Effective Date pursuant to this Assignment.

NOW, THEREFORE, for valuable and sufficient consideration received, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor assigns to Assignee all of Assignor's right, title and interest under the License and all of Assignor's obligations under the License that come due on and after the Effective Date.

2. Assumption. Assignee accepts the foregoing assignment and assumes the foregoing obligations.

3. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that: (i) Assignor is the Licensee under the License; (ii) the License is in full force and effect; and (iii) Assignor is not in default under the License and does not claim or believe that the Licensor thereunder is in default under the License.

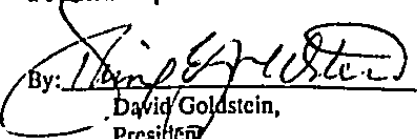
4. Merger Agreement and Plan of Reorganization. This Assignment is subject to, and governed by, that certain Merger Agreement and Plan of Reorganization of even date herewith entered into by and between Assignor and Assignee.

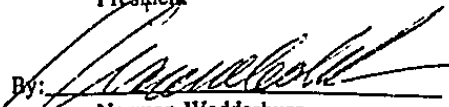
5. Counterparts. This Assignment may be executed in any number counterparts, including electronically transmitted counterparts, each of which shall be enforceable against the parties mutually executing such counterparts, and all of which together shall constitute one instrument.

Assignor and Assignee have entered into this Assignment as of the day and year first written above.

"ASSIGNOR"

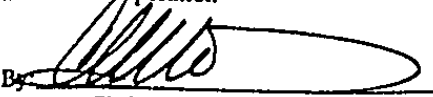
foodworx Management Group, Inc.,
a Florida corporation

By: 
David Goldstein,
President

By: 
Norman Wedderburn,
Secretary

"ASSIGNEE"

foodworx, inc.,
a Nevada corporation

By: 
Christopher A. Wheeler,
President

[continued on following page]

LICENSOR CONSENT AND CERTIFICATE

This Licensor Consent and Certificate is executed as of this 21st day of April, 1997, by Q Clubs Inc. ("Licensor").

Licensor hereby consents to Assignor's assignment of all of its right, title and interest in and to the License to Assignee. In addition to its consent, Licensor hereby certifies and represents to Assignor that as of the date hereof:

1. The License is in full force and effect, without modification except as set forth in Recital A, above. True, correct and complete copies of the License, including all modifications thereto, are attached hereto as Schedule "A."

2. There are no uncured defaults in Assignor's performance of its obligations under the License, and Licensor has no claims against Assignor under the terms of the License.

3. Assignee and its successors and/or assigns may rely upon this Licensor Consent and Certificate in connection with Assignee's acquisition of Assignor's right, title and interest in and to the License.

"LICENSOR"

Q Clubs Inc.

By: [Signature]

Name: Frank J. Prossio

Title: President

G:\CLIENTS\GOOD\FOOD\WORK\LEASES\LCNEAST.CAP

LICENSE ASSIGNMENT

This License Assignment ("Assignment") is dated as of April ²⁴ 1997 ("Effective Date") and is entered into by foodworx Management Group, Inc., a Florida corporation ("Assignor") and foodworx, Inc., a Nevada corporation ("Assignee").

RECITALS

A. Assignor is the Licensee under that certain License dated September 17, 1996 a copy of which is attached hereto, including any and all amendments thereto, as Schedule "A" ("License").

B. Assignor desires to assign all of its right, title, interest and obligation under the License to Assignee and Assignee desires to assume those obligations to the extent arising from and after the Effective Date pursuant to this Assignment.

NOW, THEREFORE, for valuable and sufficient consideration received, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor assigns to Assignee all of Assignor's right, title and interest under the License and all of Assignor's obligations under the License that come due on and after the Effective Date.

2. Assumption. Assignee accepts the foregoing assignment and assumes the foregoing obligations.

3. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that: (i) Assignor is the Licensee under the License; (ii) the License is in full force and effect; and (iii) Assignor is not in default under the License and does not claim or believe that the Licensor thereunder is in default under the License.

4. Merger Agreement and Plan of Reorganization. This Assignment is subject to, and governed by, that certain Merger Agreement and Plan of Reorganization of even date herewith entered into by and between Assignor and Assignee.

5. Counterparts. This Assignment may be executed in any number counterparts, including electronically transmitted counterparts, each of which shall be enforceable against the parties mutually executing such counterparts, and all of which together shall constitute one instrument.

Assignor and Assignee have entered into this Assignment as of the day and year first written above.

"ASSIGNOR"

foodworx Management Group, Inc.,
a Florida corporation

By: 

David Goldstein,
President

By: 

Norman Wedderburn,
Secretary

"ASSIGNEE"

foodworx, inc.,
a Nevada corporation

By: 

Christopher A. Wheeler,
President

[continued on following page]

LICENSOR CONSENT AND CERTIFICATE

This Licensor Consent and Certificate is executed as of this 24th day of April, 1997, by Q Clubs Inc. ("Licensor").

Licensor hereby consents to Assignor's assignment of all of its right, title and interest in and to the License to Assignee. In addition to its consent, Licensor hereby certifies and represents to Assignor that as of the date hereof:

1. The License is in full force and effect, without modification except as set forth in Recital A, above. True, correct and complete copies of the License, including all modifications thereto, are attached hereto as Schedule "A."
2. There are no uncured defaults in Assignor's performance of its obligations under the License, and Licensor has no claims against Assignor under the terms of the License.
3. Assignee and its successors and/or assigns may rely upon this Licensor Consent and Certificate in connection with Assignee's acquisition of Assignor's right, title and interest in and to the License.

"LICENSOR"

Q Clubs Inc.

By: [Signature]

Name: [Signature]

Title: [Signature]

G:\CLIENTS\GOODWOOD\WORK\LEASE\LICNSRST.COM

LICENSE AGREEMENT

THIS License AGREEMENT (the "License") is made and entered into as of this 1st day of December, 1996, by and between Q Clubs Inc. aka Sports & Fitness, Inc. (the "Q Clubs") and foodworx Management Group, Inc. (the "foodworx").

W I T N E S S E T H:

Q Clubs, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, does hereby demise and license to foodworx (for the Term hereinafter stipulated) the premises (hereinafter called the "Premises") being a portion of the building known as the Q-Sports Club (the "Building") containing approximately 450 square feet, shown in red and dimensioned on the Site Plan ("Site Plan") attached hereto and made a part hereof as Exhibit "A" in the building located at _____ ("Plantation Club").

Q Clubs hereby licenses the Premises to foodworx, and hereby grants to foodworx its guests and invitees all easements, rights and privileges appurtenant thereto including the right to use access ways in the Building necessary to access the Premises and parking areas, driveways, roads, alleys, means of ingress and egress and other portions of the "Common Areas" as hereinafter described. In addition, Q Clubs shall provide at no charge, a seating area including tables and chairs for a minimum of 20 people to be located immediately adjacent to the Premises (the "Seating Area"). The right herein granted shall be subject to reasonable rules and regulations developed by Q Clubs.

ARTICLE I REFERENCE PROVISIONS, PREMISES AND TERM

A. TERM -- The "Term" hereof shall be a period of one (1) year, as hereunder defined, commencing on the earlier of (a) foodworx's opening for business or (b) sixty (60) days after Q Clubs has delivered access to foodworx for commencement of construction ("Commencement Date"), and expiring at the end of the month one year thereafter, subject to extension or earlier termination as provided for herein.

B. LICENSE YEAR -- A "License Year" as used herein shall be defined as the twelve (12) full calendar months following the Commencement Date, and each successive License Year shall be that twelve (12) month period following each anniversary date of the Commencement Date thereafter; provided, however, that in the event the Commencement Date is a day other than the first day of the month, the first License Year shall include such partial month as well. The first License Year of foodworx shall begin on the first day of the month following the Commencement Date if the Commencement Date is other than the first day of the month.

C. RENEWAL OPTION -- Q Clubs hereby grants unto foodworx five (5) successive options to renew this License ("Renewal Options") each for an additional three (3) year period upon the expiration of the Term hereunder. The Renewal Options shall be subject to the terms and provisions hereof. foodworx shall have the right to exercise the Renewal Options by delivering to Q Clubs written notification of foodworx's intention to renew at least ninety (90) days prior to the expiration of the initial Term or renewal terms, as applicable. foodworx's failure to exercise any Renewal Option shall render all further renewal options of no further force and effect. In the event that any Renewal Option is not exercised, for any reason, Q Clubs shall have the right to purchase all of the cafe equipment in accordance with Article 6 hereof.

D. NOTICE ADDRESS --

To Q Clubs:	Q Clubs Inc. 395 Springside Drive Akron, Ohio 44333 Attention: Frank Leoneslo
With copy to:	Andrew R. Duff, Esq. Amer Cunningham Brennan Co., L.P.A. Sixth Floor Key Building 159 South Main Street Akron, Ohio 44308-1322
To foodworx:	foodworx Management Group, Inc. 1000 N.W. 190 Ave. Pembroke Pines, Florida 33029 Attention: Ronald Linares
With copy to:	Norm Wedderburn, Esq. 16300 N.E. 19th Avenue Suite 208 North Miami Beach, Florida 33162

E. USE -- The Premises shall be used as a food and beverage cafe including, but not limited to the sale of sandwiches, cookies, muffins, pastries and beverages and for no other purposes without the prior written consent of Q Clubs. foodworx shall fully stock its products in a clean and professional manner. foodworx expressly agrees that it will not use the Premises for the sale of vitamin or vitamin supplements or alcoholic beverages.

Q Clubs shall be entitled to approve and within a reasonable time from submittal, in advance, foodworx' menu (including pricing), uniform, policies, and practices, as well as the physical appearance of the Cafe. The parties understand and acknowledge that the

appearance of services provided by foodworx is of utmost importance to Q Clubs and if it is determined that such appearance and service is not equivalent to that provided by Q Clubs to its clients and customers, foodworx shall be deemed in default hereunder.

foodworx agrees that there shall be no traditional cooking within the Premises inasmuch as the restaurant odors would be detrimental to Q Clubs' operations. foodworx shall be permitted to "bakeoff" pastries, muffins, or other products utilizing a microwave oven, roaster, and/or convection oven and shall be further permitted to heat soup and similar products in crockpot-type containers.

foodworx agrees to continuously operate the cafe Monday through Friday 6:00 AM to 9:00 PM. Saturday hours will be 6:00 AM to 6:00 PM and Sunday hours will be 7:30 AM to 2:00 PM. The parties agree that within ninety (90) days after commencement of operation by foodworx, they will evaluate foodworx's hours and make reasonably adjustments if necessary to accommodate the needs of Q Clubs' customers and foodworx's operators. In no event shall foodworx be permitted to open for business at times when Q Clubs is not opened for business.

F. Exclusive Use - as long as this License is in full force and effect and tenant is not in default hereunder and is occupying the entire Premises and actively conducting its business therein in accordance with the terms and conditions of this License, Q Clubs agrees that from and after the date of the mutual execution and delivery hereof, Q Clubs will not rent or use any other space in the Building for the sale of food or beverages, including but not limited to all vending machines. The foregoing shall not impact Q Clubs' ability to maintain any employee lunchroom with vending machines, provided, foodworx shall manage any such machines (with pricing to be mutually agreed upon by Q Clubs and foodworx).

ARTICLE 2 EXISTING IMPROVEMENTS AND FOODWORX ALLOWANCE

Q Clubs represents that the existing equipment as hereinafter described, the electrical system, plumbing system, the heating and air conditioning equipment serving the Premises shall be in good working order on the date it delivers possession of the Premises to foodworx. Possession shall be delivered within five working days after foodworx has obtained all permits for its anticipated improvements. Throughout the term of this License and any Renewal Options, foodworx shall have the right at no additional charge to use the equipment ("existing equipment") presently in place at Q Clubs' existing cafe including the two door refrigerator, ice machine, soda dispenser, ice cream freezer, Crathco Jet Spray dispenser, and all storage space in the pantry.

foodworx shall be entitled to a two (2) month rental credit at the commencement of the term as consideration for its retrofit and buildout of the Premises.

ARTICLE 3
DATE ON WHICH RENT BEGINS

A. Throughout the term of this License and any extensions thereof, foodworx does hereby covenant and agree to pay to Q Clubs without offset or deductions except for the rental credit contemplated in Article 2 hereof, for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, the following Base Annual Rent. During the First License Year, the annual sum of \$20,000.00, to be paid in monthly installments of \$1,667.00, U.S. dollars, in advance, without notice or invoice from Q Clubs, on the first day of each and every month, commencing upon the Commencement Date and ending upon the expiration of the First License Year. Thereafter, the Base Annual Rent (and monthly installments) shall be increased three percent (3%) per year throughout the Term and/or any Renewal Option. In the event such Base Annual Rent shall be determined to commence on a day other than the first day of a month, then the rental for the period from such Commencement Date until the first day of the month next following shall be prorated accordingly.

B. In addition to the Base Annual Rent, foodworx shall also pay to Q Clubs each year percentage rental ("Percentage Rent") determined by multiplying the total gross sales made in and from the Premises during the particular calendar year in excess of \$200,000.00 by ten percent (10%). Such shall be paid within 45 days after the end of the License Year.

C. If this License should commence on a date other than the first day of a calendar year or terminate on a date other than the last day of a calendar year, percentage rental for such fractional part of the calendar year following the Commencement Date or preceding the termination date, as the case may be, shall be prorated to account of the partial year. Upon the termination of this License, foodworx shall make a payment of percentage rental for the final month or partial calendar month of the term of this License.

D. The term "gross sales" shall be construed to include the entire amount of the sales price, whether for cash or otherwise (including the full purchase price of purchases in whole or in part by means of gift certificates, advertising certificates or trade-in), of all sales of food and services, and other receipts whatsoever, of all business conducted in or from the Premises, including, by way of illustration, mail or telephone order received or purchases filled at the Premises, "layaways" and other deposits (offset by such sums refunded to purchasers), orders taken (although such orders may be filled elsewhere) sales through vending machines, and sales by any approved sublicensee or concessionaire or otherwise in or from the Premises. Each sale upon installment or credit shall be treated as a sale for the full price in the month during which the sale was made, irrespective of the time when foodworx receives payment from its customer. No deduction shall be allowed for uncollected or uncollectible credit accounts. Gross sales shall not include, however, any sums collected and paid out for any sales or excise tax imposed by any duly constituted governmental authority, nor shall it include the exchange of merchandise between the stores of foodworx, if any, where such exchanges are made solely for the convenient operation of the business of

foodworx and not for the purpose of consummating a sale which has theretofore been made in or from the Premises and/or for the purpose of depriving Q Clubs of the benefit of a sale which otherwise would be made in or from the Premises, nor the amount of returns to shippers or manufactures, nor the amount of any cash or credit refund made upon any sale when the merchandise sold, some part thereof, is thereafter returned by purchaser and accepted by foodworx, nor sales of foodworx's fixtures.

E. Within forty-five (45) days after the expiration of each calendar year and within sixty days after the termination of this License if this License should not terminate at the end of a calendar year, foodworx shall prepare and deliver to Q Clubs at the place where rental is then payable a statement of gross sales made from the Premises during the preceding calendar year (or partial calendar year), certified to be correct by foodworx and its chief financial officer. foodworx shall furnish similar statements for its licensees, concessionaires and subtenants, if any.

F. foodworx shall keep in the Premises or at some other location in the city where the Premises is located a permanent, accurate set of books and records of all sales of merchandise and revenue derived from business conducted in the Premises, and all supporting records such as sales tax reports and banking records. All such books and records shall be retained and preserved for at least twenty-four months after the end of the calendar year to which they relate, and shall be subject to inspection and audit by Q Clubs and its agents at all reasonable times.

G. In the event the foodworx fails to deliver statements of gross sales for two consecutive months or in the event that Q Clubs is not satisfied with the statements of gross sales submitted by foodworx, Q Clubs shall have the right to have its auditors make a special audit of all books and records, wherever located, pertaining to sales made in or from the Premises. If foodworx's statements are found to be incorrect to an extent of more than 3% over the figures submitted by foodworx, foodworx shall pay for such audit. In addition, foodworx shall promptly pay to Q Clubs any deficiency which is established by such audit.

ARTICLE 4 TAXES

All real estate taxes upon the Building in which the Premises is located shall be paid by Q Clubs without reimbursement from foodworx.

All sales taxes, income taxes or other taxes and/or assessments arising out of foodworx's conducting business within the Premises shall be promptly paid by foodworx.

ARTICLE 5 UTILITIES

In further consideration of the Base Annual Rent and Percentage Rent paid hereunder, Q Clubs shall provide and pay all normal and customary charges for gas, water, electricity, sewage, garbage removal and any other utilities used or consumed on the Premises during the Term and any renewals thereof. If garbage removal exceeds in volume that experienced by Q Clubs in its Q Cafe as of the date hereof, foodworx shall reimburse Q Clubs for said excess. In the event any utilities required to be provided by Q Clubs are not provided or become in disrepair, and as a result, the Premises are rendered wholly untenable, Base Annual Rent, but not percentage rent, shall abate for the period of such untenability. Notwithstanding anything stated above, foodworx shall be responsible for payment of all telephone charges attributable to the Premises or the employees of foodworx.

ARTICLE 6 FIXTURES AND PERSONAL PROPERTY

Any trade fixtures, business equipment, inventory, trademarked items, signs, decorative soffit, counters, shelving, showcases, mirrors and other removable personal property installed in or on the Premises by foodworx, at its expense, shall remain the property of the foodworx. Q Clubs agrees that foodworx shall have the right, at any time or from time to time, to remove any and all of such items. Notwithstanding the foregoing, in the event of termination of this License for any reason whatsoever, foodworx, at its expense, shall immediately repair any damage occasioned by the removal of its fixtures, signs and other personal property, and upon expiration or earlier termination of this License, shall leave the Premises in a neat and clean condition, free of debris, normal wear and tear excepted. foodworx shall pay before delinquency all taxes, license fees and public charges levied, assessed or imposed upon its business operation in the Premises, as well as upon its trade fixtures, merchandise and other personal property in, or upon the Premises.

Notwithstanding the foregoing, in the event of termination of this License for any reason whatsoever, Q Clubs shall be entitled to purchase all fixtures, equipment, inventory, furniture, and other items of personal property, or any portion thereof, from foodworx then unamortized cost of the items which Q Clubs desires to acquire. Q Clubs shall advise foodworx in writing within thirty (30) days of its desire to purchase said equipment. In the event of termination as a result of default by foodworx, Q Clubs shall be entitled to a credit against the purchase price of said personal property to the extent of any delinquency by foodworx to Q Clubs.

ARTICLE 7 SIGNAGE

It is expressly understood and agreed that as an inducement for foodworx to enter into this License, foodworx shall have the right to install and maintain two bulletin boards within the Building outside the Premises. The exact location and appearance of such boards shall be subject to the mutual agreement of the parties.

ARTICLE 8 DAMAGE TO PREMISES

In the event the Premises are hereafter damaged or destroyed or rendered partially untenable for their accustomed use, by fire or other casualty insured or which should have been insured under the coverage which Q Clubs is obligated to carry pursuant to this License, then Q Clubs and/or foodworx shall have right to terminate this License effective as of the date of the casualty, by giving one to the other within thirty (30) days of such casualty, written notice of termination.

ARTICLE 9 INSURANCE AND INDEMNITY

A. Q Clubs agrees to carry at its cost, or cause to be carried, during the term hereof Commercial General Liability Insurance on the Building and Common Areas, providing coverage of not less than One Million Dollars (\$1,000,000.00), combined Bodily Injury and Property Damage Liability in separate limits for each of the following: General Aggregate, Products-Completed Operations Aggregate, Each Occurrence, Personal & Advertising Injury, and Fire Damage, limits of Fifty Thousand Dollars (\$50,000.00).

B. foodworx agrees to carry commercial General Liability Insurance on the Premises during the term hereof covering both foodworx and Q Clubs as their interest may appear, with companies reasonably satisfactory to Q Clubs and giving Q Clubs and foodworx a minimum of ten (10) days written notice by the Insurance company prior to cancellation, termination or change in such Insurance. Such Insurance shall be for limits of not less than One Million Dollars (\$1,000,000.00) combined Bodily Injury and Property Damage Liability in separate limits for each of the following: General Aggregate, Products-Completed Operations Aggregate, Each Occurrence, Personal & Advertising Injury, and Fire Damage, limits of Fifty Thousand Dollars (\$50,000.00).

foodworx further agrees to carry all risk property insurance covering, fire, wind, and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage for the replacement value, of all of foodworx's merchandise, trade fixtures, furnishings, equipment, and all other items of personal property

of foodworx located on or within the Premises. foodworx shall provide Q Clubs certificates evidencing that such insurance is in full force and effect.

C. Q Clubs and foodworx and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard, covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. This waiver shall not be required if the insurance carrier charges an additional premium in order to provide such waiver and the party benefitting from the waiver does not agree to pay the additional premium.

ARTICLE 10 SERVICES

Q Clubs agrees to cause the necessary mains, conduits and other facilities to be provided to make water, sewer, gas, phone and electricity available to the Premises and to make available to foodworx water, sewer, gas, phone and electrical services prior to the Delivery Date at Q Clubs' expense. foodworx acknowledges that the current condition of the Premises (and its services) satisfies Q Clubs' obligations hereunder.

ARTICLE 11 COMMON AREAS

Q Clubs covenants and agrees that it shall maintain or cause to be maintained at its cost the Common Areas in good order and repair. The "Common Areas" as herein referred to, shall consist of all parking areas, landscaped areas, streets, sidewalks, driveways, loading platforms, washrooms, lounges and shelters, and other facilities available for joint use, all as they may from time to time exist and be available to all the tenants in the Building, their employees, agents, customers, licensees and invitee.

ARTICLE 12 REPAIRS AND MAINTENANCE

A. Repair and Maintenance by Q Clubs. Q Clubs covenants and agrees, at its expense without reimbursement or contribution by foodworx, to keep, maintain and replace, if necessary, the foundations, the exterior paint, the plumbing system, the HVAC system, the electrical system, the utility lines and connections to the Premises, the sprinkler mains, if any, structural systems including, without limitation, the roof, roof covering (including interior ceiling if damaged by leakage) and load-bearing walls and floor slabs and masonry walls in good condition and repair. In the event the Premises becomes out of repair and not in good

condition due to either the failure of Q Clubs to comply with the terms of this Article or a latent defect, then Q Clubs shall perform or cause to be performed any and all repairs necessary to restore the Premises to a state of good condition and repair.

B. Repair and Maintenance by foodworx. Except as provided above, foodworx shall at all times keep the Premises, including trade fixtures, furnishings, and equipment located therein, and the Seating Area in a reasonably satisfactory condition of repair, maintenance, and cleanliness and foodworx shall repair or replace any defective or worn out items of personal property. The Premises shall be returned to Q Clubs at the termination of this License in good condition, ordinary wear and tear and casualty excepted.

ARTICLE 13 CONSTRUCTION, ADDITIONS AND ALTERATIONS

A. Within fifteen days after signing this License, foodworx shall provide Q Clubs for its approval all plans for its improvements. Q Clubs' approval shall not be unreasonably withheld provided the plans conform to current code specifications. Final architectural plans shall be completed by foodworx at its cost within a reasonable time after Q Clubs approves preliminary plans taking into consideration opening dates, etc.. The rights and obligations hereunder shall be further conditioned upon the approval of this License Agreement by the ground lessor upon whose property the Building is located.

B. foodworx covenants and agrees that any and all work to be made by foodworx, will be performed in a good and workman-like lien-free manner in accordance with the plans and specifications approved by the appropriate governmental authorities and shall be in accordance with all applicable required laws including, but not limited to, all building codes and zoning ordinances. foodworx shall obtain all permits from the appropriate governmental authorities prior to commencement of any such work.

C. Governmental Regulations.

(1) foodworx and Q Clubs agree to comply with all laws, ordinances, orders and regulations affecting the use and occupancy of the Premises and the cleanliness, safety or operation thereof. foodworx agrees to comply with the reasonable regulations and requirements of any insurance underwriter, inspection bureau or similar agency.

(2) foodworx agrees not to (i) permit any illegal practice to be carried on or committed on the Premises; (ii) make use of or allow the Premises to be used for any purpose that might invalidate or increase the rate of insurance therefor; (iii) keep or use or permit to be kept or used on the Premises any flammable fluids, gases, or explosives without the prior written permission of Q Clubs, except for those products required in foodworx's normal business operations; (iv) use the Premises for any purpose whatsoever which might create a nuisance; (v) deface or injure the Premises

or the Building of which it is a part; (vi) overload the floor; (vii) commit or suffer any waste; or (viii) install any electrical equipment that overloads lines.

D. foodworx agrees to review a bid from any contractor designated by Q Clubs to perform foodworx's work, but shall not be obligated to accept such bid.

ARTICLE 14 EMINENT DOMAIN

In the event the Building shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, then at the election of Q Clubs or foodworx, this License shall terminate and expire as of the date of such taking, and both Q Clubs and foodworx shall thereupon be released from any liability thereafter accruing hereunder. All of the condemnation award shall be paid to Q Clubs except for any award which may be separately awarded to foodworx provided such award does not diminish the amount otherwise payable to Q Clubs.

ARTICLE 15 DEFAULT BY FOODWORX

A. The occurrence of any of the following shall constitute a material default and breach of this License by foodworx:

(1) any failure by foodworx to pay the rental or make any other payment required to be made by foodworx hereunder within five (5) days after its due date.

(2) a failure by foodworx to observe and perform any other material provision of this License to be observed or performed by foodworx, where such failure continues for fifteen (15) days after written notice thereof by landlord to foodworx, except that this fifteen (15) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said fifteen (15) day period and foodworx proceeds to diligently cure the default.

(3) a default by foodworx under any other agreement with Q Clubs or affiliate of Q Clubs or third party in a facility being operated by Q Clubs or affiliate of Q Clubs.

B. In the event of any such default by foodworx, Q Clubs shall be entitled to all remedies at law or in equity, except that if foodworx shall continue to pay landlord on a monthly basis all rentals and charges due hereunder until the Premises are released by Q Clubs, then a final assessment of damages shall be made against

foodworx at that time and Q Clubs shall not have the right to accelerate the rentals and charges due hereunder.

C. If Q Clubs obtains possession of the Premises as a result of foodworx's abandonment of same or by a decree from a court of competent jurisdiction, this shall not be construed as an election to terminate this License, unless Q Clubs provides foodworx with a written notice of this election.

ARTICLE 16 LIENS

Mechanics' and Materialmen's Liens. foodworx shall do all things reasonably necessary to prevent the filing of any mechanics' or materialmen's liens against the Premises and improvements thereon. foodworx further covenants and agrees that it will protect, save and keep Q Clubs forever harmless from and indemnified against any such liens against the Premises or the improvements thereon as a result of work done by or on behalf of foodworx.

It is specifically agreed that neither foodworx nor anyone claiming by, through or under foodworx, including contractors, subcontractors, sub-subcontractors, materialmen, mechanics and laborers, shall have any right to file or place mechanic's or materialmen's liens of any kind whatsoever upon the Premises nor upon any building or improvement thereon, and any such liens are hereby specifically prohibited. All such persons so dealing with foodworx must look solely to the credit and interest of foodworx and not to the Q Clubs' interest or assets. foodworx agrees that, subsequent to Q Clubs delivery of possession of the Premises to foodworx, foodworx will cause any such lien filed against the Premises, for work thereafter done by or on behalf of foodworx, to be canceled, released, discharged or extinguished within fifteen (15) days after receipt from Q Clubs of notice of the filing thereof. foodworx shall pay and indemnify Q Clubs against said lien and any all costs, charges and expenses, including attorneys' fees, incurred in and about the prosecution or defense of any suit or efforts in connection therewith. A lawful transfer of any lien to a bond shall be deemed compliance with the provisions of this Article.

ARTICLE 17 ASSIGNMENT OR SUBLETTING

A. foodworx shall have the absolute right to sublet, assign or otherwise transfer its interest in this License to a licensee, franchisee, franchisor or any parent or operating subsidiary of foodworx, or subsidiary of foodworx's parent, or to a corporation with which it may merge or consolidate, without Q Clubs' approval, written or otherwise, as long as foodworx remains fully liable for full performance of all its obligations under this License and further as long as said sublessee, assignee, or transferee assumes all obligations thereunder.

B. The consent by Q Clubs to any other transfer, assignment, subletting, license or concession agreement, change of ownership or hypothecation shall not be unreasonably withheld or delayed, provided, however, that if Q Clubs fails to respond to any request by foodworx for Q Clubs' consent or approval within thirty (30) days of such request, the consent or approval of Q Clubs shall be deemed given.

ARTICLE 18 Q CLUBS' LIEN

Q Clubs agrees to subordinate its statutory landlord's lien subject to the following conditions: (I) Q Clubs' lien shall be subordinated only to an institutional lender or a company engaged in the business of making equipment or other business loans; and (II) Q Clubs' lien shall be subordinated only to the extent of the amount of foodworx's financing for use in its business on the Premises, as evidenced by foodworx's presentation of reasonable proof thereof.

ARTICLE 19 FORCE MAJEURE

In the event that foodworx's ability to perform any of its non-monetary covenants and obligations hereunder is affected by strikes, labor troubles, unavailability of supplies or materials, or any other cause beyond foodworx's reasonable control, then the time period in which foodworx may perform such covenants and obligations shall be extended by such delay.

ARTICLE 20 TRANSFER OF Q CLUBS' INTEREST

In the event that Q Clubs transfers its interest in the Premises, Q Clubs shall be relieved if any and all obligations and liabilities on the part of Q Clubs accruing from and after the date of such transfer and foodworx agrees to look only to any such transferee for the performance, from and after the date of such transfer, of Q Clubs obligations under this License.

ARTICLE 21 EARLY TERMINATION

If after the first ninety (90) days of operation for business, if foodworx or Q Clubs determines, in their respective sole discretion, that they do not wish to continue this License, either party shall have the right upon written notice to the other, to terminate this License in which case both parties shall be released from any further obligations hereunder except as expressly herein set forth. If either party has an objection with the performance hereunder, said party shall provide written notice to the other within forty-five (45) days after execution hereof, provided such notice shall not be a prerequisite to the termination right herein

specified. Such termination notice must be given within ten (10) days after the first ninety (90) days of operation or this early termination right shall be deemed waived. In the event either party exercises the termination right, foodworx shall vacate the Premises within 14 days after delivery of the termination notice, bring all rent payments (including percentage rent) current to the date it vacates the Premises, and leave the Premises in the condition required under this License. Upon vacation, Q Clubs shall pay to foodworx within 30 days of request for payment, 80% of all leasehold improvement costs including furniture, fixtures and equipment expended by foodworx on the Premises, after application of the rental credit, as supported by bills submitted to Q Clubs and foodworx shall convey to Q Clubs such improvements by a suitable bill of sale if requested by Q Clubs.

Furthermore, in the event Q Clubs ceases operating a health and/or recreational facility in the Building, Q Clubs and/or foodworx shall have the right to terminate this License anytime thereafter upon ten days written notice to Q Clubs.

ARTICLE 22 OTHER PROVISIONS

A. Relationship of the Parties. Nothing contained in this License shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that no provision contained herein nor any act of the parties hereto shall be deemed to create any relationship between parties other than that of Q Clubs and foodworx.

B. Attorneys' Fees. If either party institutes legal proceedings to interpret or enforce such party's rights under this License, the non-prevailing party will pay all expenses incurred by the prevailing party in connection with the litigation, including reasonable attorneys' fees and costs through appeal, if any.

C. Estoppel Certificates. Q Clubs and foodworx each agree, at any time and from time to time, so long as this License shall remain in effect, upon not less than ten (10) days prior written request by the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying that this License is unmodified and in full force and effect (or, if there have been any modifications) setting forth any defaults under the License and stating the dates to which the rent and other charges have been paid, in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee title of the Premises, as permitted by this License, or any assignee, sublessee, or mortgagee of foodworx's interest.

D. Benefit. This License, and all the covenants, conditions and agreements contained in this instrument shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

E. Notices. Whenever notice shall or may be given to either of the parties by the other, each such notice shall be by (i) registered or certified mail with return receipt requested, at the respective addresses of the parties as contained herein or to such other address as either party may from time to time designate in writing to the other in accordance with this provision, (ii) or personal delivery, or (iii) nationally recognized overnight delivery service (e.g., Federal Express). Any notice under this License shall be deemed to have been given at the earlier of receipt or three (3) days after mailing unless otherwise provided for herein.

F. Entire and Binding Agreement. This License contains all of the agreements between the parties hereto, and may not be modified in any manner other than by agreement in writing signed by all the parties hereto.

G. Waiver. The failure of either Q Clubs or foodworx to insist upon strict performance by the other of any of the covenants, conditions and agreements of this License shall not be deemed a waiver of any subsequent breach or default in any of the covenants, conditions and agreements of this License. No surrender of the Premises by foodworx shall be affected by Q Clubs' acceptance of rental or by other means whatsoever unless the same is evidenced by landlord's written acceptance of the surrender.

H. Holding Over. If foodworx or any party claiming under foodworx remains in possession of the Premises or any part thereof after any termination or expiration of this License, Q Clubs, in Q Clubs' sole discretion, may treat such holdover as an automatic renewal of this License for a month-to-month tenancy subject to all the terms and conditions of this License provided herein with Base Annual Rent increased to one hundred twenty-five percent (125%) of that previously in existence.

I. Consent. Wherever in this License Q Clubs or foodworx is required to give its consent or approval, such consent or approval shall not be unreasonably withheld or delayed. Except as otherwise provided in this License, no written response to a consent or request for approval is provided within ten (10) days from the receipt of the request, then the consent shall be presumed to have been given.

J. Covenant of Title and Quiet Enjoyment. Q Clubs' covenants that it has full right, power and authority to make this License and that foodworx or any permitted assignee or sublessee of foodworx, upon the payment of the rentals and performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the Premises and improvements thereon during the term or any renewal or extension thereof.

K. Discounts. All employees of Q Clubs while on duty shall be entitled to a 10% discount on food and beverages purchased from foodworx.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

Witnesses:

Julie Tortora
Nicki Z. Romig

Q Clubs Inc.

By: [Signature]

Title: President

Date: 3-17-97

[Signature]
Roller

foodworx Management Group, Inc.

By: [Signature]

Title: PRESIDENT

Date: 3/10/97

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 1st day of December, 1996, by and between Q Club Inc. fka Sports & Fitness Clubs, Inc. ("Q Club") and foodworx Management Group, Inc., d/b/a Q Cafe ("foodworx").

WITNESSETH

WHEREAS, Q Club currently operates a number of health and fitness facilities throughout the United States under the name of Q Sports Club.

WHEREAS, foodworx has been established for the purpose of owning and operating food and beverage cafes, ("Cafes").

WHEREAS, Q Club, as landlord, and foodworx, as tenant, have executed or will shortly execute a lease agreement for space in Q Club's building located at 9800 West Atlantic Boulevard, Coral Springs, Florida for the purpose of establishing a cafe to be known as Q Cafe. A copy of this lease is attached hereto and made a part hereof as Exhibit A (the "Lease").

WHEREAS, Q Club and foodworx desire to establish an arrangement under which additional Cafes can be introduced into Q Club's existing and future health and recreational facilities.

NOW THEREFORE, for and in consideration of Ten Dollars and other good and valuable consideration and the promises and covenants in the Lease and hereinafter made, the parties agree as follows:

(1) Provided the Lease, and other subsequently executed leases between the parties are in full force and effect and no default, or events which will become an event of default with the mere passage of time exist, Q Club grants to foodworx the exclusive option to lease space, and have an exclusive license to own and operate Cafes in any or all of its existing health and recreational facilities currently operated under the name Q Club in accordance with the terms contained in the Lease. It is understood that minor adjustments may be made to location and dimensions of the leased premises and the equipment and facilities provided by Q Club. This exclusive option may be exercised by foodworx on any or all of Q Club's existing location provided written notice of such exercise is given by foodworx no later than eighteen months after the opening of the first Cafe. It is further agreed that upon the opening of each fifth Cafe, foodworx' exclusive option to own and operate Cafes in any and all existing Q Club shall extend for an additional eighteen (18) months. After such eighteen month period, the option to lease premises in Q Club's existing locations shall terminate.

(2) Provided foodworx has exercised the option described in paragraph one above for one or more of Q Club's existing locations, foodworx shall have the right and exclusive

option to lease space in Q Club's future health and recreational facilities in accordance with the terms contained in the Lease. Q Club agrees to give foodworx at least thirty days written notice prior to the opening of any new locations and foodworx shall have until the later of (a) thirty days after receipt of such notice, and (b) fourteen days after the opening of the new facility in which to exercise its option to lease space at such location. Failure of foodworx to exercise such option shall void the option for such location, but shall not affect foodworx's right to exercise any option(s) for existing or future locations.

(3) Nothing herein contained shall be construed to limit Q Club's rights to operate, or cause others to operate, Cafe's in any of its facilities prior to the time that foodworx exercises its option pursuant to the terms hereof. In the event that Q Club has another entity operating a Cafe within a facility, Q Club shall have one hundred twenty (120) days following foodworx' exercise of its option hereunder pertaining to said facility to terminate the rights of the existing operator.

(4) Whenever notice shall or may be given to either of the parties by the other, each such notice shall be by (i) registered or certified mail with return receipt requested, at the respective addresses of the parties as contained herein or to such other address as either party may from time to time designate in writing to the other in accordance with this provision, (ii) or personal delivery, or (iii) nationally recognized overnight delivery service (e.g., Federal Express). Any notice under this Agreement shall be deemed to have been given at the earlier of receipt or three (3) days after mailing unless otherwise provided for herein.

NOTICE ADDRESS --

To Landlord: Q Club Inc.
395 Springside Drive
Akron, Ohio 44333
Attention: Frank Leonesio

To Tenant: foodworx Management Group, Inc.
1000 N.W. 190 Ave.
Pembroke Pines, Florida 33029
Attention: Ronald Linares

(5) This document contains all of the agreements between the parties hereto, and may not be modified in any manner other than by agreement in writing signed by all the parties hereto.

(6) All the covenants, conditions and agreements contained in this instrument shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

(7) If either party institutes legal proceedings to interpret or enforce such party's rights under this Agreement, the non-prevailing party will pay all expenses incurred by the prevailing party in connection with the litigation, including reasonable attorneys' fees and costs through appeal, if any.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

Witnesses:

Julie Tarlong
Michi Z. Romney

LANDLORD:

Q Club Inc.

By: [Signature]

Title: President

Date: 3-17-97

TENANT:

Foodworx Management Group, Inc.

By: [Signature]

Title: PRESIDENT

Date: 3/10/97

[Signature]
Rabbi

Schedule 3.2(a)
The Good Fast Food Companies
Capitalization - as of April 8, 1997

**LIST OF SHAREHOLDERS AND
CAPITALIZATION TABLE**

Authorized and Outstanding Capital Stock
of
The Good Food Fast Companies

Common Stock Authorized	10,000,000 Shares
Common Stock Issued and Outstanding	898,333 Shares
Preferred Stock Authorized	5,000,000 Shares

<u>Name of Stockholders</u>	<u>Type of Security</u>	<u>Issued and Outstanding</u>
Christopher A. Wheeler ⁽¹⁾	Common	167,125 Shares
Edward "Ty" Penbody ⁽¹⁾	Common	154,500 Shares
J. Brian Amster ⁽¹⁾	Common	167,125 Shares
Grant Bettingen	Common	40,000 Shares
Barry D. Falk	Common	25,000 Shares
Harry Amster	Common	30,000 Shares
B.J.P. Properties, Inc.	Common	12,500 Shares
Bill Geller	Common	6,250 Shares
Joel Jacobson	Common	5,000 Shares
Steve Kircher	Common	12,500 Shares
G. Craig Williams	Common	5,000 Shares
Java Centrale, Inc.	Common	273,333 Shares ⁽²⁾

Total Common Shares Issued and Outstanding:	<u>898,333 Shares</u>
---	-----------------------

Reserved for Future Issuance:

Sirrom Investments, Inc.	Common (Warrant)	174,779 Shares ⁽²⁾
--------------------------	------------------	-------------------------------


Total Common Shares To Be Outstanding on a Fully Diluted Basis:	<u>1,073,112 Shares</u>
--	-------------------------

- (1) Shares are subject to a Shareholders Agreement which includes voting trust provisions.
- (2) Based on a conversion price of \$.01 per share and subject to certain anti-dilution provisions set forth in the Stock Purchase Warrant and subject to a 1.5% increase in the number of shares that can be purchased each year beginning December 1998 if any portion of the Note remains outstanding.
- (3) Shares are subject to a Stock Option Agreement with Good Food Fast Companies.

Schedule 4.1
foodworx Management Group, Inc.

STATES COMPANY IS QUALIFIED TO DO BUSINESS
AND COMPANY'S STANDING IN EACH STATE

As of April 30, 1997, foodworx Management Group, Inc. is qualified to do business and is in good standing in the State of Florida.

By: 
Name: Norman E. Wedderburn
Title: Secretary

By: 
Name: David Goldstein
Title: President

LIST OF SHAREHOLDERS AND CAPITALIZATION TABLE

Common Stock Authorized	150,000 Shares
Common Stock Issued and Outstanding	10,000 Shares

<u>Name of Stockholders</u>	<u>Type of Security</u>	<u>Issued and Outstanding</u>
David Goldstein	Common	4,550 Shares
Ronald Linares	Common	4,550 Shares
Sean Wilson	Common	400 Shares
Wedderburn & Jacobs, P.A.	Common	500 Shares
Total Common Shares Issued and Outstanding:		<u>10,000 Shares</u>