TERMS AGREEMENT

The undersigned (Purchaser) agrees that all purchases made by Purchaser from Jack's Famous Bagels, Inc., or any subsidiaries or affiliated entities (Seller) are subject to the following terms and conditions.

All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.

All amounts due Seller are payable in accordance with the payment terms granted by Seller's Credit Department from which the goods are services are delivered. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained multiplying the delinquent balance by the lesser of (a) one and one-half percent (1 1/2 %) per month or (b) the maximum lawful rate permitted to be charged under applicable state's laws.

Purchaser shall pay Seller a service charge in an amount which is the greater of $ 40.00 or 5 % of the check balance for all checks returned by Purchasers bank; provided the service charge shall not be due and payable in the event such payment would result in the violation of the usery laws of the applicable jurisdiction.

In the event the account is turned over to an attorney or any third party collection agent, or suit is on same, or the same collected through any judicial proceeding whatsoever, Purchaser shall pay all reasonable attorney's fees and court costs incurred by Seller. It is further agreed by the purchaser and/or personal guarantor that I/we do hereby empower any attorney of any court of any record within the United States or elsewhere to appear for Seller and after one or more declarations, file, confess judgment against me/us as of any term for the outstanding balance due with costs of suit and attorney's commission and costs, not exceeding 33 1/3 % of the outstanding balance for collection and release of their heirs and without stay of execution and inquisition and extension upon any levy on real estate is hereby waived, and condemnation agreed to and the exemption of personal property from levy and sale on any execution herein is hereby also expressively waived, and no benefit of exemption can be claimed under and by virtue of any law now in force or for which may thereafter by passed.

Purchaser shall notify the Seller by certified mail prior to any change of ownership of Purchaser. Purchaser warrants to Seller that all information furnished for the purpose of obtaining credit is true, correct, and complete in all material respects, and the Purchaser authorizes Seller to investigate all references and explicitly authorizes Seller to obtain a business and/or a consumer credit report.

_____ _____

Purchaser Date Purchaser Date

PERSONAL GUARANTEE

I personally guarantee payment in full of all present and future indebtedness of the Purchaser to Seller including any and all delinquency charges, collection costs, attorney's fees as stated herein, and waive any presentment, demand protest and any other notice from Seller, regarding this guarantee of payment or the Purchasers default. Personal guarantor acknowledges all terms as stated above and herein.

_____ _____

Signature Date Signature Date