

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “**Employment Agreement**”) is made on October [REDACTED], 2018 by and between the Temple Restaurant Partners (the “**Partnership**”), a Pennsylvania general partnership, and Emeril Starr (the “**Chef**”).

Commented [AM1]: The parties should date this agreement.

Recitals

WHEREAS the Partnership is in the business of owning and operating a restaurant located at 777 South Broad Street in Philadelphia, Pennsylvania (the “**Restaurant**”) and has determined that the future services of Chef will be of value to the Partnership and desires that Chef be employed by the Partnership in accordance with the terms set forth below;

WHEREAS Chef is willing to serve the Partnership on a full-time basis during the term of this Employment Agreement in accordance with the terms set forth below.

Agreement

NOW THEREFORE IN CONSIDERATION of the mutual promises set forth below and intending to be legally bound thereby, the parties agree as follows:

1. Employment. The Partnership hereby employs Chef, and Chef hereby accepts full-time employment from the Partnership.

2. Term. The term of Chef’s employment shall be [REDACTED] years, commencing on [REDACTED] (the “**Commencement Date**”) and shall end at 11:59 p.m. on [REDACTED] (the “**Termination Date**”), unless sooner terminated in accordance with the terms of this Employment Agreement.

Commented [AM2]: The parties should negotiate the term of Chef’s employment by the Partnership.

Commented [AM3]: The parties should add the Commencement Date.

Commented [AM4]: The parties should add the Termination Date.

Commented [AM5]: The parties should negotiate Chef’s responsibilities and duties as Executive Chef. The parties should add as much language to this provision as they feel is necessary to achieve their clients’ goals with respect to Chef’s responsibilities and duties as Executive Chef.

3. Duties; Job Description. Chef shall have the title of Executive Chef.

4. Full-Time Employment Defined.

Commented [AM6]: The parties should negotiate a definition of “full-time employment” and insert the agreed upon provision here.

5. Compensation and Benefits.

Commented [AM7]: The parties should negotiate Chef’s Base Salary.

(a) Base Salary. The Partnership shall pay to Chef a base salary of \$[REDACTED] per annum (the “**Base Salary**”) plus health insurance benefits at 20 percent of the Base Salary. The Base Salary shall be payable in equal bi-weekly installments. All required federal, state, and local taxes shall be deducted or withheld from the Base Salary.

Commented [AM8]: If the parties want to supplement the provisions regarding Chef’s Base Salary, they should do so here.

(b) Bonuses.

Commented [AM9]: The parties should negotiate the terms of any bonus compensation that Chef may receive and insert the agreed upon provision here. If the parties agree that Chef is not entitled to any bonus compensation, the parties should leave this blank.

6. Maintenance and Ownership of Recipes. Chef acknowledges that the recipes being used to prepare food at the Restaurant are integral and important to the Restaurant’s prospects.

Commented [AM10]: The parties should negotiate any additional terms regarding the recipes, their ownership, and their use. The parties may use the same provision set forth in the Term Sheet, or they may renegotiate all or any part of this provision.

7. Non-Disclosure. Chef shall not at any time during the term of the Agreement or thereafter, except as properly required in the conduct of the business of the Partnership and as authorized by the Partnership, or as otherwise required by law or court order, disclose or authorize anyone else to disclose secret, proprietary or confidential information, material or matter relating to the Partnership.

8. Covenant Not to Compete.

Commented [AM11]: The parties should negotiate Chef's non-compete agreement and insert the agreed-upon provision here.

9. Termination. Chef's employment under this Employment Agreement shall terminate only upon the occurrence of any of the following:

(a) Death or Disability. If Chef dies or becomes permanently disabled; provided that "permanently disabled" shall mean that, in the opinion of an independent physician selected by the Partnership and reasonably satisfactory to Chef or his representative, Chef becomes mentally or physically disabled, or if Chef has for six (6) successive months, or for shorter periods aggregating nine (9) months in any period of eighteen (18) consecutive months, been unable to substantially perform his duties under this Employment Agreement.

(b) Resignation. The voluntary resignation of Chef; provided that Chef agrees that he will give not less than [] month(s) advance written notice of such resignation to the Partnership, which notice may be waived by the Partnership in its sole discretion. During such period, Chef shall provide reasonable assistance, upon request of the Partnership, in training his successor and providing any other services, reasonably requested, in order to assure an orderly transition.

Commented [AM12]: The parties should negotiate the amount of notice that Chef shall provide in the event of his voluntary resignation.

(c) Cause. For cause, which for purposes of this Employment Agreement shall only be any of the following:

(i). Material failure by Chef to perform or fulfill his covenants, obligations, and duties under this Employment Agreement, other than by reason of permanent disability, as defined in subsection 9(a) above; provided that Chef shall first be given written notice of such failure, specifying the particulars in detail and shall have a period of thirty (30) days thereafter to cure or rebut the claimed basis of such failure.

(ii). Act of fraud, theft, or embezzlement by Chef against the Partnership; or if he is convicted of any felony whether or not directed against the Partnership; or if he is convicted of any misdemeanor involving moral turpitude.

(d) Partnership's Breach. In the event of the Partnership's material breach of any provision of this Employment Agreement, which shall be deemed to include any failure to timely pay any amounts owing to Chef or any material interference with the Chef's responsibility, authority, or ability to perform his duties hereunder, Chef shall have the right to terminate his employment hereunder; provided that Chef shall give written notice to the Partnership of his intent to terminate his employment setting forth the basis

for such termination, and the Partnership shall then have ten (10) days after receipt of such notice to cure fully, or cause the full cure of, the subject breach.

10. Termination Obligations of Chef. In the event Chef's employment under this Employment Agreement is terminated, Chef, or his legal representative in case of termination by death or permanent disability, shall:

(a) By the close of the next business day following termination, promptly return to a representative designated by the Partnership all property, including but not limited to keys, identification cards, and credit cards of the Partnership; and

(b) Incur no further expenses or obligations on behalf of the Partnership.

11. Severance Payment. Any breach of subsection 9(d) shall result in a severance payment of [REDACTED] to Chef.

Commented [AM13]: The parties should negotiate a severance payment to Chef.

12. No Right in Future Restaurants. Chef acknowledges that entities affiliated with the Partnership may from time to time decide to own or operate additional restaurants that may compete with the Restaurant. Chef further acknowledges that he shall have no right or claim upon any ownership interest in or any entitlement to employment at any such additional restaurants.

13. Representations and Warranties Concerning Authority and Other Agreements.

(a) Chef and the Partnership both represent and warrant that he/it has the power and authority to enter into and execute this Employment Agreement. Chef and the Partnership also represent and warrant that the Employment Agreement will be binding on each of them according to its terms.

(b) Chef represents and warrants to the Partnership that he is not a party to any agreement or understanding of any kind or nature whatsoever that would prevent him from entering into this Employment Agreement or subject him to any restriction or penalty in such event.

14. Notices. Unless either party notifies the other to the contrary, any notice required hereunder shall be duly given if delivered in person or by registered first class mail or recognized overnight mail carrier, or if sent in another manner, when actually received.

15. General Provisions.

(a) Binding Effect. This Employment Agreement shall be binding upon and inure to the benefit of the Partnership and its successors and assigns and Chef and his estate. Neither Chef nor his estate shall commute, pledge, encumber, sell, or otherwise dispose of the rights to receive the payments provided in this Employment Agreement,

which payments and the rights thereto are expressly declared to be nontransferable and non-assignable, except by death or otherwise by operation of law.

(b) Governing Law. This Employment Agreement shall be governed by the laws of the Commonwealth of Pennsylvania from time to time in effect.

(c) Counterparts. This Employment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Employment Agreement.

(d) Headings. The heading of the sections of this Employment Agreement have been inserted for convenience of reference only and shall in no way restrict any of the terms or provisions hereof.

(e) No Adverse Inference. The parties acknowledge that they have each been represented by counsel and each has participated in the drafting of the Employment Agreement and that no adverse inference shall be drawn against either party in the event of any ambiguity contained in the Employment Agreement.

(f) Entirety. This Employment Agreement constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings of such parties, whether oral or written. No promise, inducement, representation, or agreement other than as expressly set forth herein has been made to or by the parties hereto. This Employment Agreement may be amended only by written agreement, signed by the parties to be bound by the amendment.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of October , 2018.

Commented [AM14]: The parties should date this agreement

Emeril Starr

Carly Whitman for Temple Restaurant Partners