



Open

4.1 \$_____
for the first mile of linear facilities, or per linear foot, plus \$_____
per
Linear Foot thereafter up to a monthly charge under this subsection of \$_____
per
foot.
4.2 \$_____
for each
~~line of attachment to municipal facility~~
in the Right-of-Way
Provided, however, no such minimum charge shall be imposed during the first
months after the use of the Right-of-Way have been authorized by the
~~communications~~
A. Wording for costs based on a per length or rate charge:

1. Commencing on the effective date of this Agreement, the Franchisee shall pay to the
Municipality a fee for the use of the construction ROW access permit
required as part of this Agreement, a one time fee of (i) \$_____, (ii) \$_____
per foot for underground facilities, and (iii) \$_____
per foot for any underground crossing of
a line of attachment to municipal facility.
2. The Franchisee shall also pay a yearly fee for administration and maintenance of
the Right-of-Way, which shall be paid in advance, and shall be due and payable on the
first day of January of each year for the period commencing on the date of the
underground installation. Any prepurchased crossing under public roadway requires
a yearly maintenance fee of \$_____
per hour.
B. Costs services require attachment to municipal owned items (such as poles, buildings,
water towers, etc.):

Annual Attachment Fee. As compensation for the use of Municipal Facilities,
Municipality shall charge the Franchisee an Annual Attachment Fee for the use of each municipal facility upon which the
"Annual Fee" is applied. The Annual Attachment Fee shall be applied to each facility
with respect to each year of the term shall be due and payable not later than forty-five (45)
days after each anniversary of the Installation Date. The ~~communications~~ represents
and certifies that there are no other fees or charges for the use of which it is claiming the
Pole Attachment Fee from all ~~installations~~.

C. There are other forms of compensation that can be used such as free services and/or to
provide additional incentives:

The ~~communications~~ may consider other forms of compensation as proposed by
either the ~~communications~~ or Franchisee. However, there is no obligation by
either the ~~communications~~ or Franchisee to accept other forms of compensation unless
agreed to by both parties.

Municipal Subscriber Program. In consideration of ~~communications~~ execution
of this Agreement, the ~~communications~~ shall have the right throughout the term
of this Agreement to ~~communications~~ free basic service subscriptions.

Municipality Owned Facilities. ~~communications~~ shall provide and install
for and on behalf of the Municipality at its cost to the Municipality as more specifically set

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MASTER FRANCHISE AGREEMENT FOR CANADA

THIS AGREEMENT is made and entered into on [franchise agreement date] by and between [Franchisor]
("Franchisor"), a corporation organized under the laws of the Province of [province], and [MASTER
FRANCHISEE], a company incorporated under the laws of the Province of [province] ("Master
Franchisee").

WHEREAS:

- A. [Franchisor], as the result of the expenditure of time, skill, effort, and money, has developed and owns a unique and distinctive system relating to the establishment and operation of [description of franchise business], [using the unique operating system and tools developed and maintained by [Franchisor] and using the proprietary software program designed by [Franchisor] and made available to its franchisees to assist in the management of the franchise business ("System")];
- B. The distinguishing characteristics of the System include without limitation a distinctive design and layout and training, management, and promotional assistance, in connection with the establishment and ongoing operation of [franchise business] Centres, all of which may be changed, improved, and further developed by [Franchisor] from time to time;
- C. [Franchisor] identifies the System, in the Province(s) of [provinces] ("Territory"), by means of certain trade names, trademarks, logos, and indicia of origin, including the mark [TRADE MARK] and such other trade names and trademarks as are now designated or may hereafter be designated by [Franchisor] in writing, for use in connection with the System ("Proprietary Marks");
- D. Master Franchisee wishes to obtain the right and license to use the Proprietary Marks and the exclusive right to grant franchises to other persons ("Franchisees") to establish and operate [franchise business] Centres using the Proprietary Marks and System ("[Franchisor] Centres") in the Territory; and wishes to receive the training and other assistance provided by [Franchisor] in connection therewith; and
- E. Master Franchisee understands and acknowledges the importance of [Franchisor]'s high standards of quality, appearance, and service, and the necessity of operating the [Franchisor] Centres in conformity with [Franchisor]'s standards and specifications.

NOW, THEREFORE, the parties agree as follows:

1. GRANT

1.1 [Franchisor] grants to Master Franchisee the right, in the Territory, and Master Franchisee accepts the obligations, pursuant to the terms and conditions of this Agreement and in accordance with the development schedule described in Section 2.3 hereof:

- (a) The right and license to use the Proprietary Marks in connection with the business to be conducted by Master Franchisee pursuant to the provisions of this Agreement and
- (b) To license Franchisee ("FRANCHISEE(S)") to establish and operate Franchised Centres pursuant to a separate Franchise Agreement for each such Franchised Centre unit as described in Section 2 hereof. Master Franchisee owned centres, and Franchised Centres shall be referred to collectively in this agreement ([Franchisor] Centre(s)); and

1.2 Except as otherwise described in Section 2.8 hereof, neither [Franchisor] nor any affiliate of [franchisor] shall establish or operate, or franchise any entity to establish or operate, a business using the Proprietary Marks and System at any location within the Territory.

Master Franchise Agreement

Between and

Date:

()
Telephone:
Facsimile:
Email:
Website:

EXHIBIT 10.4

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

Reference is hereby made to the Bond Purchase Agreement dated as of May 21, 2019 (as amended, supplemented or otherwise modified from time to time, the "Bond Purchase Agreement"), among Atlantic City Electric Company and the Purchasers that are signatories thereto.

Unless otherwise defined herein, capitalized terms defined in the Bond Purchase Agreement and used herein have the meanings given to them in the Bond Purchase Agreement.

Pursuant to the provisions of Section 10.4 of the Bond Purchase Agreement, the

- signed hereby certifies that:

 - (i) it is the sole record and beneficial owner of the Bond(s) in respect of which it is providing this certificate;
 - (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code;
 - (iii) it is not a ten percent shareholder of the Company within the meaning of Section 871(h)(3)(B) of the Code; and
 - (iv) it is not a controlled foreign corporation related to the Company as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Issuer with a certificate of its non-U.S. Person status

[NAME OF HOLDER]

By: _____
Name: _____
Title: _____

Date: _____, 2019

**Exhibit 10.4
Bond Purchase Agreement**

ne right brand and the adequate individual, the master franchise can be a mutually beneficial opportunity. 5. The second is a continuous franchise fee (often also known as a continuous registration or fee) for the use of the franchise system and the continuous support service of the franchisor. Depending on the achievement of clearly defined
ives, whether in terms of turnover or the number of open subfranchises, or of a combination of both, the parties can opt for the expansion or reduction of the territory adequately. Image source: This article has been written by Saharsh Prateek, which performs a certificate course in Introduction to Jurid Editor: Contracts, requests, reviews and
of Lawsikho.com. Continuation type clauses We offer a list of type clauses that are usually included in a franchise framework contract: 1. Example The franchisor reserves the right to terminate the agreement without prejudice to any other appeal present in this agreement, if The main franchisee: does not start the business in the period of 4 months from the date of the agreement. References Students from Lawsikho courses regularly carry out written work and practical exercises as part of their course work and develop in practical real-life skills. 4. In many franchise systems, the initial rate is divided into equal sections and then according to the open unit. You can click on this link: Example to ensure the intellectual property rights of the franchisor and maintain the common identity and reputation of the franchise system, the master franchise will use the best commitments to open, through its franchisees , at least 10 (ten) new points of sale for the franchise system within 12 (twelve) months from the of this contract.
rainer will provide training to the master franchisee and the franchisee's employees at a reasonable location as the master franchisee shall: The MASTER Franchisee will cause each franchisor to use and own the facilities of the Franchise Center solely for the continuing operation of the franchise business. 9. In addition, the franchisor
es technical assistance in association with the franchisee business to the Master Franchisee, who in turn, provides technical assistance to its sub-franchisees. Early termination by the franchisor in the event of a material breach or natural termination in the event of bankruptcy, insolvency, etc. of the master franchisee is typically included
h local bankruptcy and may determine the effectiveness of the termination. The law and dispute resolution generally applicable, the law of the country where the franchisor is domiciled is relevant as the choice of law to the master franchise agreement. Advertising is indispensable when it comes to ensuring the success of a franchise system.
ranchisor has varying roles and responsibilities for the Master Franchisee, so consider specifically what is expected of you and make sure it is something that aligns with your goals and background and skills. In this article, we will learn more about the master franchise system and how to write a clear and concise master franchise agreement.
ponents of a master franchise agreement. The Master Franchise Agreement comprises three parties: the franchisor who owns the brands, the know-how (Franchise Manual) and the products, the Master Franchisee. Do not make payment of any amount required under the terms of this most recent agreement within 15 (fifteen) days after its
te. The Franchisor reserves the right to terminate the agreement in the event of any other negligence or predetermined failure (which is capable of remedying) that affects the nature of the services delivered to the In addition, pay for the additional approach to the length ³ the agreement and what happens after the agreement is ³. MasterÃ
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"); Master FranchiSee wishes to acquire the right and license to use the proprietary trademarks and the exclusive right to grant franchises to other persons or entities ("franchisees") to establish and operate the franchise business centers using the trademarks and the proprietary system (Ã¢ â''). ÅFanchisor Centers) in the territory, and
to obtain the training and assistance provided by the Franchisor in relation to it; and the Master Franchisee understands and acknowledges the importance of the high standards of quality, appearance and service of the Franchisor and the need to operate the Franchisor Centers in the territory. with the standards of the franchisor. However,
nchisor loses a piece of power and considerable control over the system due to the sharing of responsibility and the authorization of the standards of the system could be more difficult in this type of relationship. For example, conclusion, it is imperative to be adaptable and helpful when drafting clauses that are specific to the parties and
nding circumstances at that time. The agreement should provide solutions for circumstances where minimum realistic developments are not acquired (e.g. restricting the scope of exclusivity granted for termination of the Agreement). LawSikho has created a group of telegrams to exchange legal knowledge, references and various opportunities.
anchise Center, including any Franchise Center established and operated by the Master Franchisee will be established in accordance with the Unit Franchise Agreement ("Franchise Agreement") prepared by the Franchisor. In the event of disputes under an international master franchise agreement, the resolution of international disputes will
Most favored. The rights granted the generally shared objective of the agreement should further develop the franchise system in and make this conceivable by granting the main franchisor the right to use the franchise system, a trademark licence and the licence for the exploitation and use of any other intellectual property right and granting
isees to sub-franchisees within the specified limits provided for in the agreement. For example: if a current U.S.-based franchise wants to venture into another country, they could sell the rights to Master Franchising by saying, India or anywhere else in the world. Introduction A master franchise agreement is a type of franchise agreement in
the franchisor (the owner of the trademark) cedes control of the franchise rights in a designated territory to a person or entity, called the master franchisor, by which the franchisor grants the master franchisee the right to own and work more of a unit and the right to sub-franchise the right to open units to other independent undertakings (so-called franchisees) for a specified period of time and within a designated area. Have you ever wondered how franchisees interact with their franchisor? Development Schedule Master franchise agreements will incorporate a development schedule that will reflect the progress of the number of franchise units that will be opened in the designated
ry. It provides an adaptable and neutral forum and allows the parties to choose an arbitrator with relevant expertise. 3. Example The master franchisee understands and acknowledges that each and every detail of the system and franchise centers is crucial to master franchisees, franchisors, franchisees and other franchisees and master
isees of the system in order to: Develop and maintain operational quality standards; Increase demand for products and services; Protecting the and goodwill à € à ™ franchider. 10. Master Franchising is advantages for both parties here, it is the reason: the franchisor benefits with htgnerts eht htiw stifeneb eesihcnarf retsam eht .rosihcnarF
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actual property rights of the franchisee and maintain the identity and reputation of the franchise system, the master franchise will constitute and maintain an advertising and promotional fund for the development of service within the designated territory, imposing all franchisees a Canon of 2.5% of its total turnover, payable in the
way as the Canon of Franchise. In general, the main franchisee and subfranchisee must join a local advertising fund created by the main franchisee, as well as regional and global advertising funds established by the franchisor. The master franchisee will also pay any tax on the added value that corresponds to the franchisor on said franchise.
nation The Master Franchise Contract will naturally end up expiration of the agreed terms, unless agreed upon renovation conditions have been fulfilled. In case of non-compliance in the payment of any amount owed to the franchisor by the master franchisee, the master franchisee will pay the franchisor an interest of 3% monthly, on the
t of any amount owed but not paid. Appropriately, the determination of the master franchisee is a critical effort for the success of the relationship. Fees The Master Franchise Agreements cover two types of fees paid by the Master franchisees: the main franchise will pay the franchisor the rational ration rate of 12% of the total
excluding VAT) of all invoices delivered by the franchisees during each accounting period. Example Subject and according to the terms of this document, the franchisor grants the franchisee The exclusive right to continue the Business within the Territory. The right to use in the Business the Marks and eesihcnarf retsam eht elpmaxE .nevig
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