

EXHIBIT 2028

From: Bnugent <bnugent@food.com>
To: John Laing <jlaing@food.com>; Joan Varrone <jvarrone@food.com>; Tanya Dins <tanya@food.com>; Rich Frank <rfrank@food.com>
Date: Monday, September 13, 1999 3:34 PM
Subject: Ameranth Licenseing Contract

I have met with Keith McNally to agree on the deal points on a Licensing Agreement. Here are the products and services we would want.

1. Menu Wizard --- this is a tool which digitally constructs and updates restaurant menus. This benefits to us with this tool would be the following:
 - a) create and update menus faster with significant labor savings
 - b) lower cost of maintenance (restaurant customers will be able to update and change specials themselves)
 - c) exclusive rights to this tool (barrier to entry)
2. Communications Wizard--- this tool creates a standard that can be used to integrate with any POS terminal and establishes the online ordering protocol.
3. Reservations--- Food.com would have exclusive rights to the online reservation system. They would help us create a hybrid system that can connect with the POS but can also operate through a call center as we establish the POS integration. *This would be a revenue split arrangement 50/50*
4. Registered Users and Order incentives--- we would pay Ameranth a fee for registered users brought to us as well as the initial order placed by new registered users. *We talked about \$1.00 for a new registered user and \$1.00 for the first order a new registered user would place.*

Ameranth would integrate us with the following POS companies that they say they either have contracts or will have signed contracts by the end of the month.

HSI
Aloha
Squirrel
Infogenesis
Positouch

Ameranth would agree to develop the tools that would give us immediate intergrations with all of the above as well as any POS companies we signed agreements with independently (Micros and Radiant). Ameranth would give us a NTE (**not to exceed**) estimate for all of the tools mentioned above of \$200,000 and commit to a goal of \$150,000 for this work.

Tiny will be taking these deal points to our lawyers so I would ask you all to make your comments and corrections to myself and Tanya as quickly as possible.

10/6/99