

17.3.3 The articles of organization or written operating agreement shall at all times note conspicuously that membership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement.

17.3.4 You shall prepare and furnish to us, upon request, a list of all members in You.

17.4 If You are a corporation, partnership or limited liability corporation, or if any successor to or assignee of You are a partnership or limited liability corporation, then all of the principals thereto shall execute a Guarantee, Indemnification, and Acknowledgment in the form attached hereto as Exhibit E.

## **18. TAXES, PERMITS, AND INDEBTEDNESS**

18.1 You shall promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind You incurred in the operation of the Franchised Business. You shall pay to us an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax) imposed on us with respect to any payments to us required under this Agreement, unless the tax is credited against income tax otherwise payable by us.

18.2 In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, You may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event shall You permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business, or any improvements thereon.

18.3 You shall comply with all federal, state, and local laws, rules, and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, real estate brokerage licenses, membership in the appropriate local board of Realtors®, sales tax permits, building permits and fire clearances.

## **19. INDEPENDENT CONTRACTOR AND INDEMNIFICATION**

19.1 We and You agree that this Agreement does not create a fiduciary relationship between us, that You shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

19.2 During the term of this Agreement, You shall hold yourself out to the public as an independent contractor operating the Franchised Business pursuant to a franchise agreement from us. You agree to take such action as may be necessary to do so and as required by law, including, without limitation, exhibiting a notice of that fact on contracts and letterhead, and in a

conspicuous place at the premises of the Franchised Business, the content of which We reserve the right to specify.

19.3 Nothing in this Agreement authorizes You to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name; and We shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall We be liable by reason of any act or omission of You in your operation of the business franchised hereunder or for any claim or judgment arising therefrom against You or us. You shall indemnify and hold us and our affiliates, and our respective officers, directors, shareholders, partners, agents, representatives, independent contractors and employees harmless against any and all claims, losses, costs, expenses, liabilities and damages arising directly or indirectly from, as a result of, or in connection with your operation of the Franchised Business, as well as the costs, including attorneys' fees, of the indemnified party in defending against them.

## **20. APPROVALS, WAIVERS AND REPRESENTATION**

20.1 Whenever this Agreement requires our prior approval or consent, You shall make a timely written request to us therefor, and such approval or consent must be obtained in writing.

20.2 We make no warranties or guarantees upon which You may rely, and assume no liability or obligation to You, by providing any waiver, approval, consent, or suggestion to You in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

20.3 No failure of us to exercise any power reserved to us by this Agreement, or to insist upon strict compliance by You with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of our right to demand exact compliance with any of the terms of this Agreement. Waiver by us of any particular default of You shall not affect or impair our rights with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, force, or omission of us to exercise any power or right arising out of any breach of default by You of any of the terms, provisions, or covenants hereof, affect or impair our right to exercise the same, nor shall such constitute a waiver by us of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. our subsequent acceptance of any payments due to us hereunder shall not be deemed to be a waiver by us of any preceding breach by You of any terms, covenants, or conditions of this Agreement.

20.4 Neither us, our affiliates, nor You shall be responsible or liable for any delays in the performance of any duties under this Agreement which are not the fault or within the reasonable control of that party including, but not limited to, fire, flood, natural disasters, acts of God, terrorist attack, delays in deliveries by common carriers, governmental acts or orders, late deliveries of products or goods or furnishing of services by third party vendors, civil disorders, or strikes and any other labor-related disruption, and in any event said time period for the performance of an obligation hereunder shall be extended for the amount of time of the delay or impossibility. Provided, however, this clause shall not apply to and not result in an extension of:

(1) the time for payments to be made by You as required by Section 4.6 above; or (2) the term of this Agreement.

20.5 You acknowledge that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 (the "Order"), We are prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Order. Accordingly, You represent and warrant to us that as of the date of this Agreement, neither You nor any person holding any ownership interest in You, controlled by You, or under common control with You is designated under the Order as a person with whom business may not be transacted by us, and that You (1) do not, and hereafter shall not, engage in any terrorist activity; (2) are not affiliated with and do not support any individual or entity engaged in, contemplating, or supporting terrorist activity; and (3) are not acquiring the rights granted under this Franchise Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

## **21. GRANT OF SECURITY INTEREST**

As security for the payment of all amounts from time to time owing by You to us under this Agreement and all other agreements between the parties, and performance of all obligations to be performed by You, You hereby grant to us a security interest in all of your assets, including, without limitation, all equipment, furniture, fixtures, and building and road signs, as well as all proceeds of the foregoing (the "Collateral"). You warrant and represent that the security interest granted hereby is prior to all other security interests in the Collateral except bona fide purchase money security interests, if any. You agree not to remove the Collateral, or any portion thereof, from the Premises without our prior written consent. Upon the occurrence of any event entitling us to terminate this Agreement or any other agreement between the parties, We shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State in which the Franchised Business is located, including, without limitation, the right to take possession of the Collateral. You agree to execute and deliver to us financing statements or such other documents as We reasonably deem necessary to perfect our interest in the Collateral within ten (10) days of receipt by You of such documents from us. Any notices delivered or mailed in accordance with Section 22 below at least five (5) days prior to disposition of the Collateral, or any portion thereof, and, in reference to a private sale, need state only that You intend to negotiate such a sale.

**22. NOTICES**

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, or sent by other means which affords the sender evidence of delivery or rejected delivery, to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party:

Notices to us: Casa Latino Franchise Corporation  
Bullet Hill Park  
#307  
Southbury, CT 06488  
Attn: General Counsel

Notices to You: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Any notice by a means that affords the sender evidence of delivery or rejected delivery shall be deemed to have been given and received at the date and time of receipt or rejected delivery.

**23. ENTIRE AGREEMENT**

23.1 This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between us and You concerning the subject matter hereof, and supersede any prior agreements, no other representations having induced You to execute this Agreement. Except for those permitted to be made unilaterally by us hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

23.2 By executing this Agreement, You, on behalf of your legal representatives, successors and assigns, and each assignee of this Agreement, release and discharge us and our affiliates and each of our respective officers, directors, employees, agents and servants from any and all claims relating to or arising out of any franchise agreement or any other agreement between the parties executed prior to the date of this Agreement, and all other claims relating to any dealings between the parties.

**24. SEVERABILITY AND CONSTRUCTION**

24.1 If, for any reason, any section, part, term, provision, and/or covenant herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions, and/or

covenants of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, provisions, and/or covenants shall be deemed not to be a part of this Agreement.

24.2 Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination or assignment of this Agreement (regardless of cause for termination), shall survive such expiration, termination or assignment, including but not limited to Sections 9, 16, and 24.

24.3 Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than You, us, our officers, directors, shareholders, agents, and employees, and such of our successors and assigns as may be contemplated by Section 13 above, any rights or remedies under or by reason of this Agreement.

24.4 You expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which We are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order.

## **25. APPLICABLE LAW**

25.1 This Agreement shall be interpreted and construed exclusively under the laws of the State of Delaware. In the event of any conflict of law, the laws of Delaware shall prevail, without regard to the application of Delaware conflict-of-law rules. If, however, any provision of this Agreement would not be enforceable under the laws of Delaware and if You are located outside of Delaware and such provision would be enforceable under the laws of the state in which You are located, then such provision shall be interpreted and construed under the laws of that state.

25.2 With respect to any claims, controversies or disputes arising out of or relating to this Agreement (and Exhibits) or the relationship created by this Agreement, You agree that venue shall be the courts in the judicial district in which We have, at the time of the commencement of the legal proceeding, our principal place of business, and You irrevocably accept the venue and jurisdiction of the courts of that state, and federal courts located in the judicial district, in which We have, at the time of the commencement of such legal proceeding, our principal place of business for such claims, controversies or disputes; provided, however, with respect to any action legal proceeding which involves injunctive relief, We may bring such legal proceeding in any state which has jurisdiction.

25.5 No right or remedy conferred upon or reserved to us or You by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

25.6 We and You hereby irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding. Any and all claims and actions arising out of or relating to this Agreement, the relationship of You and us, or your operation of the Franchised Business, brought by You against us, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

25.7 We and You hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

25.8 Nothing herein contained shall bar our right to obtain injunctive relief from a court of competent jurisdiction against threatened conduct that will cause it loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions.

25.9 You shall pay to us all damages, costs, and expenses, including all court costs and reasonable attorney's fees, and all other expenses incurred by us in enforcing any obligation or in defending against any claim, demand, action, or proceeding related to this Agreement, including, but not limited to the obtaining of injunctive relief.

## **26. ACKNOWLEDGMENTS**

26.1 You acknowledge that You have conducted an independent investigation of the business franchised hereunder, and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of You (or, if You are a corporation, partnership or limited liability company, the ability of your principals) as an independent businessperson. We expressly disclaim the making of, and You acknowledge that You have not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

26.2 You acknowledge that You received a complete copy of this Agreement, the attachments hereto, and agreements relating thereto, if any, at least five (5) business days prior to the date on which this Agreement was executed. You further acknowledge that You received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures" at least ten (10) business days prior to the date on which this Agreement was executed.

26.3 You acknowledge that You have read and understood this Agreement, the attachments hereto, and agreements relating thereto, if any, and that We have accorded You

ample time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in duplicate on the date first above written.

\_\_\_\_\_  
FRANCHISEE

CASA LATINO FRANCHISE CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A TO  
CASA LATINO FRANCHISE CORPORATION FRANCHISE AGREEMENT**

**RESPONSIBLE BROKER**

\_\_\_\_\_ is the real estate broker duly licensed under any and all applicable laws, rules and regulations of the Territory, as defined in the Franchise Agreement, at the Casa Latino Real Estate Office.

\_\_\_\_\_  
FRANCHISEE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT B TO  
CASA LATINO REAL ESTATE FRANCHISE AGREEMENT**

**SITE SELECTION ADDENDUM**

Casa Latino Franchise Corporation (hereinafter "We," "us," or "our") and \_\_\_\_\_

\_\_\_\_\_ (hereinafter "You" or "your"), have this date, \_\_\_\_\_, 200\_\_\_\_, entered into a certain Casa Latino Real Estate Franchise Agreement (the "Franchise Agreement") and desire to supplement its terms, as set forth below. The parties hereto therefore agree as follows:

1. Within sixty (60) days after your execution of the Franchise Agreement, You shall obtain a site, at your expense, for the Casa Latino Real Estate Office ("Casa Latino Real Estate Office") franchised under the Franchise Agreement, which premises We reserve the right to disapprove as hereinafter provided. The premises shall be within the following territory ("Site Selection Territory"):

2. Failure by You to obtain premises for the Casa Latino Real Estate Office within the time required in Paragraph 1 above shall constitute a default under the Franchise Agreement and this Site Selection Addendum. Time is of the essence.

3. We shall not establish, nor franchise another to establish, a Casa Latino Real Estate Office within the Site Selection Territory until We approve a location for the Casa Latino Real Estate Office, or until the time set forth in Paragraph 1 above expires, whichever event first occurs.

Prior to your acquisition by lease or purchase of a site for the Casa Latino Real Estate Office, You shall submit to us, in the form specified by us, a completed site review form, such other information or materials as We may reasonably require, and a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the proposed site. Recognizing that time is of the essence, You agree that You must submit a proposed site, together with the information and materials required by this Paragraph 4, to us within thirty (30) days after execution of this Site Selection Addendum. We reserve the right to disapprove, in our sole discretion, the site as a location for the Casa Latino Real Estate Office, within fifteen (15) days after receipt of such information and materials from You.

5. We shall furnish to You such site selection guidelines as We deem advisable. You acknowledge and agree that, notwithstanding any other terms hereunder or under the Franchise Agreement, We are not obligated to provide You any site selection assistance hereunder or under the Franchise Agreement.

6. If You will occupy the premises of the Casa Latino Real Estate Office under a lease, You, shall, prior to the execution thereof, (1) execute the Conditional Assignment of Lease and obtain the lessor's execution of the Consent and Agreement of Lessor, in the forms attached as Exhibit F to the Franchise Agreement, and (2) submit the lease to us for our approval. Our approval of the lease may be conditioned upon the inclusion of the following terms and conditions:

a. That the initial term of the lease, or the initial term together with renewal terms, shall be for not less than seven (7) years;

b. That the lessor consents to your use of such Proprietary Marks and initial signage as We may prescribe for the Casa Latino Real Estate Office;

c. That the use of the premises be restricted solely to the operation of the Casa Latino Real Estate Office;

d. That You be prohibited from subleasing or assigning all or any part of its occupancy rights or extending the term of or renewing the lease without our prior written consent;

e. That lessor provide to us copies of any and all notices of default given to You under the lease;

f. That We have the right to enter the premises to make modifications necessary to protect the Proprietary Marks or the System or to cure any default under the Franchise Agreement or under the lease;

g. That We (or our designee) have the option, upon default, expiration or termination of the Franchise Agreement, and upon notice to the lessor, to assume all of your rights under the lease terms, including the right to assign or sublease.

7. You shall furnish us with a copy of any executed lease within ten (10) days after execution thereof.

8. Unless We disapprove in writing of the site for the Casa Latino Real Estate Office, the site shall constitute the Accepted Location referred to in Section 1.2 of the Franchise Agreement.

9. You hereby acknowledge and agree that our acceptance of a site does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the site for the Casa Latino Real Estate Office or for any other purpose. Our acceptance of the site indicates only that We believe the site complies with acceptable minimum criteria established by us solely for our purposes as of the time of the evaluation. Both You and We acknowledge that application of criteria that may have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to our approval of a site, demographic and/or economic factors, such as competition from other similar

businesses, included in or excluded from our criteria could change, thereby altering the potential of a site or lease. Such factors are unpredictable and are beyond our control. We shall not be responsible for the failure of a site approved by us to meet your expectations as to revenue or operational criteria. You further acknowledge and agree that your acceptance of a franchise for the operation of the Casa Latino Real Estate Office at the site is based on your own independent investigation of the suitability of the site.

10. This Site Selection Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Site Selection Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Site Selection Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in duplicate on the date first above written.

\_\_\_\_\_

CASA LATINO FRANCHISE CORPORATION

FRANCHISEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C TO  
CASA LATINO FRANCHISE CORPORATION FRANCHISE AGREEMENT**

**FRANCHISEE'S TERRITORY**

**EXHIBIT D TO  
CASA LATINO FRANCHISE CORPORATION FRANCHISE AGREEMENT**

**CONFIDENTIALITY AND NON-COMPETITION AGREEMENT**

In consideration of my position as \_\_\_\_\_ of \_\_\_\_\_ (the "Franchisee"), and One Dollar, receipt of which is acknowledged, I hereby acknowledge and agree that:

1. Casa Latino Franchise Corporation (the "Franchisor"), as the result of the expenditure of time, skill, effort, and money, has developed, and continues to develop, a distinctive system relating to the establishment and operation of Casa Latino Real Estate Offices ("Casa Latino Real Estate Offices") where independent real estate professionals offer to the public, and in particular Hispanic/Latino home buyers and home sellers, real estate brokerage services, including, but not limited to, listing, offering for sale and rent, residential and other real property; providing marketing, referral and consulting services for leasing, and renting of real property; and representing sellers, purchasers, lessors and lessees of real property, and all such other activities permitted for a licensed real estate broker or sales person under applicable state law (the System").

2. As an employee of the Franchisee, I will receive valuable confidential information, disclosure of which would be detrimental to the Franchisor and the Franchisee, such as information relating to information, ideas, forms, marketing plans, the eCommerce solutions, customer lists, recruiting methods, and accounting procedures of the Franchisor and the System related to the establishment and operation of Casa Latino Real Estate Offices which are beyond the present skills and experience possessed by me. This list of confidential matters is illustrative only, and does not include all matters considered confidential by the Franchisor and the Franchisee.

3. I will hold in strict confidence all information designated by the Franchisor or the Franchisee as confidential. Unless the Franchisor otherwise agrees in writing, I will disclose and/or use the confidential information only in connection with my duties as an employee of the Franchisee, and will not disclose confidential information to anyone, with the exception of my attorneys, tax/financial advisors and immediate family members (collectively, the "Disclosure Group"), as may be reasonably required. Prior to such disclosure, I shall require members of the Disclosure Group to be subject to the confidentiality provisions contained herein. □ My undertaking, and that of the Disclosure Group, not to disclose confidential information is a condition of my position with the Franchisee, and continues even after I cease to be in that position.

4. While in my position with the Franchisee, I will not do anything which may injure the Franchisee or the Franchisor, such as (a) divert or attempt to divert any present or prospective business or customer of any Casa Latino Real Estate Office to any competitor, by direct or indirect inducement or otherwise; (b) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Franchisor's marks and the System; or (c) employ or seek to employ any person who is at that time been employed by the Franchisor or any

franchisee of the Franchisor (including the Franchisee), or otherwise directly or indirectly induce such person to leave his or her employment.

5. While in my position with the Franchisee, I will not own, maintain, operate, engage in, be employed by, provide any assistance or advise to, or have any interest in (as owner or otherwise) any business that offers or sells products or services which are the same as or similar to the products and services being offered by Casa Latino Real Estate Offices under the System, including, without limitation, any real estate services business.

6. For two (2) years after I cease to be in my position with the Franchisee, I will not own, maintain, operate, engage in, be employed by, provide any assistance or advice to, or have any interest in (as owner or otherwise) any business that offers or sells services or products which are the same as or similar to the services and products being offered by the Casa Latino Real Estate Office under the System, including, without limitation, any real estate services business and is, or is intended to be, located (a) at the Accepted Location (as defined in the Franchise Agreement); (b) within the county or municipality in which the Accepted Location is located; (c) within ten (10) miles of the Accepted Location; or (d) within ten (10) miles of any business operating under the Proprietary Marks.

7. The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisor and/or the Franchisee may apply for the issuance of an injunction preventing me from violating this Agreement in addition to any other remedies it may have hereunder, at law or in equity; and I agree to pay the Franchisor and the Franchisee all the costs it/they incur/s, including without limitation attorneys' fees, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisor and the Franchisee, any claim I have against the Franchisor or the Franchisee is a separate matter and does not entitle me to violate, or justify any violation of, this Agreement. If any part of this Agreement is held invalid by a court or agency having valid jurisdiction, the rest of the Agreement is still enforceable and the part held invalid is enforceable to the extent found reasonable by the court or agency. I agree that all the words and phrases used in this Agreement will have the same meaning as used in the Franchise Agreement, and that such meaning has been explained to me.

8. The Franchisor may, in its sole discretion, reduce the scope of any covenant set forth in this Agreement, without my consent, effective immediately upon my receipt of written notice thereof; and I agree to comply with any covenant as so modified.

9. This Agreement shall be construed under the laws of the State of Delaware. The only way this Agreement can be changed is in a writing signed by both the Franchisee and me.

ACKNOWLEDGED BY YOU:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E TO  
CASA LATINO FRANCHISE CORPORATION FRANCHISE AGREEMENT**

**GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT**

As an inducement to Casa Latino Franchise Corporation ("Franchisor"), to execute the Franchise Agreement between Franchisor and \_\_\_\_\_ ("Franchisee") dated \_\_\_\_\_ 200\_\_ (the "Agreement"), the undersigned, jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns that all of Franchisee's obligations under the Agreement will be punctually paid and performed.

Upon demand by Franchisor, the undersigned will immediately make each payment to Franchisor required of Franchisee under the Agreement. The undersigned hereby waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. The undersigned waive notice of amendment of the Agreement and notice of demand for payment by Franchisee, and agree to be bound by any and all such amendments and changes to the Agreement.

The undersigned hereby agree to defend, indemnify, and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

The undersigned hereby acknowledge and agree to be individually bound by all of the confidentiality provisions and non-competition covenants contained in Sections 9 and 16 of the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with Section 25 of the Agreement. This Guarantee shall be interpreted and construed under the laws of the



State of Delaware. In the event of any conflict of law, the laws of Delaware shall prevail, without regard to, and without giving effect to, the application of the State of Delaware conflict-of-law rules.

The Guarantors agree that the dispute resolution and attorney fee provisions in Section 25 of the Agreement are hereby incorporated into this Agreement by reference, and references to "You," "Franchisee," and the "Franchise Agreement" therein shall be deemed to apply to "Guarantors" and this "Guarantee," respectively, herein.

Any and all notices required or permitted under this Guarantee shall be in writing and shall be personally delivered, sent by registered mail, or sent by other means which afford the sender evidence of delivery or rejected delivery, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: Casa Latino Franchise Corporation  
Bullet Hill Park  
#307  
Southbury, CT 06488  
Attn: General Counsel

Notices to Guarantors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Any notice by a method that affords the sender evidence of delivery or rejected delivery shall be deemed to have been given at the date and time of receipt or rejected delivery.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

GUARANTORS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_, to me known to be the persons who executed the  
foregoing Guarantee.

Notary Public: \_\_\_\_\_

(NOTARY SEAL)

My Commission Expires: \_\_\_\_\_

**EXHIBIT F TO  
CASA LATINO FRANCHISE CORPORATION FRANCHISE AGREEMENT**

**CONSENT AND AGREEMENT OF LESSOR**

The undersigned Lessor under the afore-described Lease hereby:

(a) Agrees to notify Assignee in writing of and upon the failure of Assignor to cure any default by Assignor under the Lease;

(b) Agrees that Assignee shall have the right, but shall not be obligated, to cure any default by Assignor under the Lease within 30 days after delivery by Lessor of notice thereof in accordance with paragraph (a) above;

(c) Consents to the foregoing Conditional Assignment and agrees that if Assignee takes possession of the premises demised by the Lease and confirms to Lessor the assumption of the Lease by Assignee as tenant thereunder, Lessor shall recognize Assignee as tenant under the Lease, provided that Assignee cures within the 30-day period the defaults, if any, of Assignor under the Lease;

(d) Agrees that Assignee may further assign the Lease to a person, firm or corporation who shall agree to assume the tenant's obligations under the Lease and who is reasonably acceptable to Lessor and upon such assignment Assignee shall have no further liability or obligation under the Lease as assignee, tenant or otherwise.

DATED: \_\_\_\_\_

LESSOR:

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT F TO  
CASA LATINO FRANCHISE CORPORATION FRANCHISE AGREEMENT**

**CONDITIONAL ASSIGNMENT OF LEASE**

**FOR VALUE RECEIVED**, the undersigned (“Assignor”) hereby assigns and transfers to Casa Latino Franchise Corporation, a Delaware corporation (“Assignee”), all of Assignor’s right, title and interest as tenant in, to and under that certain lease, a copy of which is attached hereto as Exhibit 1 (the “Lease”) respecting premises commonly known as \_\_\_\_\_

\_\_\_\_\_. This Assignment is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee takes possession of the premises demised by the Lease pursuant to the terms hereof and assumes the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously assigned or transferred, and is not obligated to assign or transfer, any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under the franchise agreement for a Casa Latino Real Estate Office between Assignee and Assignor (the “Franchise Agreement”), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor therefrom, and, in such event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing. If Assignee does not otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as aforesaid, Assignor hereby appoints Assignee as its true and lawful

attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the purpose of effecting such extension or renewal.

WITNESS:

ASSIGNOR:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

SIGNED AND SEALED this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

Notary Public