

ITEM 1 THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

To simplify the language of this offering circular, “we,” “us,” or “Casa Latino” refers to Casa Latino Franchise Corporation, the franchisor. “You” refers to the franchisee who enters into a franchise agreement. The franchisee may be a person, corporation, partnership or limited liability company. If the franchisee is a corporation, partnership or limited liability company, “you” does not include the principals of the corporation, partnership or limited liability company.

Casa Latino was incorporated in Delaware on June 5, 2006. Our principal place of business is 3 Bullet Hill Park, Suite 307, Southbury, CT 06488. We do business under the name “Casa Latino Real Estate”, “Casa Latino Realty” or “Casa Latino” and under no other names. Our agents for service of process are listed in Exhibit B.

Before the date of this franchise offering circular, we have not offered franchised businesses for the same type of business as that to be operated by you. Since the date of this offering circular, we have conducted a business of a type to be operated by you, as described in this offering circular. We have never offered franchises in any other line of business. We do not engage, and have never engaged, in any business activities or any other line of business other than as described in this offering circular. We have no predecessors or affiliates for purposes of this Item 1. Since August 2005, our President and Chief Executive Officer, Mr. Robert L. Heering, has operated a business of a type to be operated by you.

Description of the Franchised Business

General. We grant franchises to establish and operate a Casa Latino Real Estate office (the “Franchised Business” or the “Casa Latino Real Estate Office”) under a franchise agreement (the “Franchise Agreement”). The Franchised Business is a retail business where independent real estate professionals offer to the public, and in particular Hispanic/Latino home buyers and home sellers, real estate brokerage services, including listing, auctioning, 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 other activities permitted for a licensed real estate broker or sales person under applicable state law. In order to become a franchisee, you must operate your Casa Latino Real Estate Office in accordance with our standards and specifications, and you must sign a Franchise Agreement.

The Casa Latino System. The Franchised Business must operate according to a unique system developed and owned by us (the “System”). The distinguishing characteristics of the System include distinctive marketing, sales and promotional materials, and programs directed to Hispanic/Latino home buyers and home sellers; advertising and operational assistance; policies and procedures for fair, ethical, efficient and courteous operations; and training and assistance; all of which may be changed, improved and further developed by us.

The Franchised Business must operate in accordance with a Confidential Operations Manual (“Manual”) to be provided to you. You will also be provided with the right to use certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including the marks “Casa Latino,” “Casa Latino Real Estate” and “Casa Latino Realty” and trade marks,

service marks, logos, emblems and other indicia of origin as we may designate in writing for use in the System (“Proprietary Marks”).

Market and Competition. The market for real estate brokerage services, including those that will be offered by the Franchised Business, is well-developed and competitive. The Franchised Business will compete with other national and regional real estate agencies that sell real estate brokerage services, including Century 21, Coldwell Banker, Re/Max, and ERA. The market in which your real estate services will be focused is primarily Hispanic/Latino home buyers. Your ability to compete will depend upon factors including your personal marketing expertise, existing market demographics and local economic conditions. Your Franchised Business will be subject to laws and regulations that are applicable to businesses generally, as well as real estate broker and agency laws which are specific to the industry in which the Franchised Business operates.

ITEM 2 BUSINESS EXPERIENCE

Listed below are our principal officers, directors and other executives who will have management responsibility in connection with the franchises offered by this offering circular. The principal occupation and business experience of each, including the names and locations of prior employers, are indicated below. Unless otherwise indicated, the employer is Casa Latino and the location of employment is Southbury, Connecticut. We do not use any franchise brokers.

Robert L. Heering: Chief Executive Officer and President

Mr. Heering has been the Chief Executive Officer and President of Casa Latino since its inception. Mr. Heering has been a licensed Connecticut attorney since December, 1987, a licensed real estate agent and broker since April, 2003, and since November, 2000 Mr. Heering has been the managing director of Fortune Lending Group, LLC, a Connecticut based mortgage company he founded.

Raquel Garcia Colby: Senior Vice President and General Counsel

Ms. Colby has served as Senior Vice President and General Counsel of Casa Latino Franchise Corporation since its inception. From April, 2000 to August, 2006 she was a Partner in the law firm of Withers Bergman, LLP, with offices in New York, NY and New Haven, CT.

Paul S. Bessent: Vice President

Mr. Bessent has served as Vice President of Casa Latino Franchise Corporation since August, 2006. He has served as president and managing broker of Bessent Insurance Agency, Inc. from July, 1981 and since January, 2000 has been an active real estate investor and developer.

Mark R. Morrow: Vice President, Finance

Mr. Morrow has served as Vice President, Finance of Casa Latino Franchise Corporation since its inception. From May, 1986 to November, 2005 he was employed by Photronics, Inc. and served as Vice President, US Operations from September, 2004 through November, 2005.

**ITEM 3
LITIGATION**

No litigation is required to be disclosed in this offering circular.

**ITEM 4
BANKRUPTCY**

No person previously identified in Items 1 or 2 of this Offering Circular has been involved as a debtor in proceedings under the U.S. Bankruptcy Code that must be disclosed in this Offering Circular.

**ITEM 5
INITIAL FRANCHISE FEE**

You must pay to us a \$12,500.00 non-refundable initial franchise fee for a single Casa Latino Real Estate Office to be operated under an individual Franchise Agreement. You must pay the entire initial franchise fee no later than the date of your signing the Franchise Agreement. If you are among the first 50 Casa Latino Real Estate Office franchisees, and have signed your Franchise Agreement prior to September 30, 2008, you will be entitled to receive a \$5,000 credit towards your franchise fee.

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**ITEM 6
OTHER FEES**

The following table describes other recurring or isolated fees or payments that you must pay to us, or which we impose or collect on behalf of a third party, in whole or in part. Unless otherwise indicated below, all of the fees listed below are non-refundable and are imposed by, payable to, and collected by us.

NAME OF FEE	AMOUNT	DUE DATE
Product ¹	Then-current price list in Manual or otherwise in writing	Within 30 days of date of your receipt of billing statement for purchases
Royalty ²	6% of the Gross Commission Income	Wednesday of each week for the preceding week
Advertising Fund ³	1% of Gross Commission Income	Wednesday of each week for the preceding week
Management Fee ⁴	10% of the Fund's account	As incurred
Late Payment Interest ⁵	18% per annum or the maximum rate permitted by law, whichever is less	As incurred
Training Fee ⁶	Then-current training fee for additional training courses and programs	As incurred
Attendance Fee ⁷	Then-current fee for convention	As incurred
Additional Opening Consultation and On-site Assistance ⁸	\$250 per person, plus out-of-pocket expenses	As incurred
Satellite Office Fee ⁹	\$2,500	As incurred
Insurance ¹⁰	Cost of insurance and, if not obtained by you, our expense	As required and as incurred.
Audit ¹¹	Cost of audit	As incurred
Transfer ¹²	\$5,000	Time of transfer
Renewal ¹³	\$1,000	Time of renewal
Indemnification ¹⁴	Cost of liability	As incurred
Collection Costs and Attorneys' Fees ¹⁵	Cost of collection and attorneys' fees	As incurred

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¹ You must pay us for all materials and supplies you purchase from us for the Casa Latino Real Estate Office at the prices set forth in our then-current price list as described in the Manual or otherwise in writing, within 30 days of the date of your receipt of the billing statement for these purchases.

² In consideration of our granting you a franchise under the Franchise Agreement, you agree to pay us a weekly continuing royalty equal to 6% of the Gross Commission Income of

your Franchised Business. "Gross Commission Income" is the pre-tax real estate commission income received by you and licensed real estate agents, salespersons and brokers associated with your Casa Latino Real Estate Office from the sale of all real estate services and products and all other income of every kind and nature at or from your Casa Latino Real Estate Office or otherwise related to your Casa Latino Real Estate Office, including any proceeds from business interruption insurance, whether for cash or credit, and regardless of collection in the case of credit. Gross Commission Income will not include any sales taxes or other taxes collected from customers by you and paid directly to the appropriate taxing authority.

³ We have the right to establish an advertising fund (the "Fund") for advertising and promotion for the System. If the Fund is established, you must contribute to the Fund, during the term of the Franchise Agreement, an amount equal to 1% of Gross Commission Income, which will be paid to us by the Wednesday of each week.

⁴ We have the right to charge a Fund management fee of 10% in our sole discretion as we deem appropriate relating to our direction and implementation of the Fund and advertising programs for franchisees and the System, including costs of personnel for creating and implementing advertising, promotional and marketing programs.

⁵ If any payment is overdue, you must pay us, in addition to the overdue amount, interest on the amount from the date it was due until paid at the rate of 18% per annum, or the maximum rate permitted by law, whichever is less. Entitlement to this interest will be in addition to any other remedies we may have.

⁶ We reserve the right to charge you and your employees our then-current training fee for the additional training courses and programs.

⁷ We reserve the right to require you (or, if you are a corporation, partnership or limited liability company, a principal of you approved by us, or other person from the Casa Latino Real Estate Office you designate and we approve) to attend one annual, national or regional meeting, seminar or convention for Casa Latino Real Estate Office franchisees, at a location as we designate for training or business purposes at your expense, and we reserve the right to charge you an attendance fee for any convention.

⁸ Upon your request, we will provide additional opening consultation and on-site assistance, at a cost of \$250 per person providing this assistance per day, plus our out-of-pocket expenses (including the costs of travel, lodging and meals) we incur.

⁹ You may establish and operate an additional Casa Latino Real Estate Office location ("Satellite Office") within the geographic area described and depicted on the map attached as Exhibit C to the Franchise Agreement ("Territory"), subject to our prior written approval for each location, which approval may be withheld in our sole discretion, and your payment of \$2,500.

¹⁰ You must obtain, prior to the beginning any operations under the Franchise Agreement, and must maintain in full force and effect at all times during the term of the Franchise Agreement, at your expense, an insurance policy or policies protecting you, us, and our affiliates, successors and assigns, and their respective officers, directors, shareholders, partners, employees, servants, representatives and agents against any demand or claim with respect to realtors

professional errors and omissions, comprehensive liability, automobile liability, personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or relating to the Casa Latino Real Estate Office. Should you, for any reason, fail to obtain or maintain the insurance required by the Franchise Agreement, as these requirements may be revised by us in the Manual or otherwise in writing, we will have the right and authority (but not the obligation) to obtain the insurance and to charge you for this insurance, which charges, together with a reasonable fee for our expenses in so acting, will be payable by you immediately upon notice. These remedies are in addition to any other remedies we may have.

¹¹ We and our designated agents have the right at all reasonable times to examine and copy, at our expense, your books, records, accounts and tax returns. We also have the right, at any time, to have an independent audit made of your books. If an inspection should reveal that any payments have been understated in any report to us, then you must immediately pay us the amount understated upon demand, in addition to interest from the date the amount was due until paid, at the rate of 18% per annum, or the maximum rate permitted by law, whichever is less, plus all of our costs and expenses relating to the inspection, including travel costs, lodging and wages expenses, and reasonable accounting and legal costs. These remedies are in addition to any other remedies we may have.

¹² If there is a transfer under the Franchise Agreement (as described in Item 17 and the Franchise Agreement), you must pay to us a transfer fee of \$5,000.

¹³ If you renew your rights under the Franchise Agreement, you must pay to us a renewal fee in an amount equal to \$1,000.

¹⁴ You must indemnify and hold us and our affiliates, and our respective officers, directors, shareholders, partners, agents, representatives, independent contractors and employees harmless against any claims, losses, costs, expenses, liabilities and damages arising directly or indirectly from, as a result of, or relating to your operation of the Franchised Business, as well as the costs, including attorneys' fees, of the indemnified party in defending against them.

¹⁵ You must pay to us all damages, costs, and expenses, including all court costs and reasonable attorneys' fees, and all other expenses we incur in enforcing any obligation or in defending against any claim, demand, action, or proceeding relating to the Franchise Agreement, including the obtaining of injunctive relief.

**ITEM 7
INITIAL INVESTMENT**

Except as otherwise described in the notes in this Item 7, the following chart provides an estimate of your initial investment for a new, single Casa Latino Real Estate Office and the costs necessary to begin operation of your Casa Latino Real Estate Office. All costs listed below are estimates only. Actual costs will vary for each franchisee and each location depending upon a number of factors. All fees and payments described in this Item 7 are non-refundable, unless otherwise stated or permitted by the payee.

	ESTIMATED COSTS	METHOD OF PAYMENT	WHEN DUE	TO WHOM MADE
Initial franchise Fee ¹	\$12,500	Lump sum	At signing of Franchise Agreement, unless financed. See Item 10	Casa Latino
Lease ²	\$500 - \$3,000	Lump sum	At signing of lease agreement	Landlord
Leasehold Improvements ³	\$0 - \$3,000	As arranged	Prior to opening	Suppliers
Fixtures & Furnishings ⁴	\$0 - \$3,500	As arranged	Prior to opening	Suppliers
Equipment ⁵	\$0- \$2,000	As arranged	Prior to opening	Suppliers
Signage/Neon Lights ⁶	\$300 - \$2,000	As arranged	Prior to opening	Suppliers
Supplies ⁷	\$0 - \$500	As arranged	As incurred	Suppliers
Grand Opening Advertising ⁸	\$1,000 - \$3,000	As arranged	Prior to opening	Suppliers
Advertising ⁹	\$1,000 - \$2,000	As arranged	Prior to opening; as incurred	Suppliers
Prepaid Insurance Premiums ¹⁰	\$0- \$250	As arranged	As incurred	Insurance Broker
Utility Deposits ¹¹	\$0 - \$150	As arranged	Prior to opening; as incurred	Suppliers
Permits & Licenses ¹²	\$0 - \$200	As arranged	As incurred	Suppliers
Additional Funds - 3 months ¹³	\$4,500 - \$15,000	As arranged	As incurred	Suppliers
TOTAL	\$19,800- \$47,100			

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¹ See Item 5 for a description of the initial franchise fee for franchisees.

² If you do not already own a site for your Casa Latino Real Estate Office, you must lease or acquire a site for your Casa Latino Real Estate Office for the term of the Franchise Agreement. You will probably choose for your Casa Latino Real Estate Office to be located in a strip shopping center, multi unit retail space or on its own as a freestanding unit. In the event that you lease the premises for the Casa Latino Real Estate Office (the "Premises"), we have provided an estimated cost, which estimate includes one month's rent plus one month's rent as security deposit. We have not provided an estimate of costs incurred for purchasing the Premises.

You may renovate, or remodel your Casa Latino Real Estate Office. This estimate includes costs of remodeling, painting, and general preparation of the Premises

⁴ You must purchase the fixtures and furnishings for your Casa Latino Real Estate Office. This estimate includes the costs of desks and chairs, file cabinets, and general office furnishings.

⁵ You must equip your Casa Latino Real Estate Office. This estimate includes the costs of a personal computer, copier, facsimile machine and printer.

⁶ The figures in the chart reflect the estimated cost of interior and exterior signage required under Casa Latino standards, specifications and requirements. The cost of signs depends on the size and location of your Casa Latino Real Estate Office, the particular requirements of the landlord, local and state ordinances and zoning requirements. The estimates provided in the chart range from simple non-illuminated board signage to a more elaborate backlit or illuminated sign.

⁷ You must purchase the supplies for the Casa Latino Real Estate Office. This estimate includes the cost of paper, forms, and general office supplies

⁸ Beginning 2 weeks prior to the opening of your Casa Latino Real Estate Office and continuing until the opening of your Casa Latino Real Estate Office, you must conduct an initial, grand opening local advertising and promotional program in the form and manner required by us in writing. You must expend no less than \$1,000 on grand opening advertising and promotion. ⁹

You must at your expense, obtain listings in the local telephone directories in accordance with our specifications. The amount of money you spend on advertising will depend on size and style of advertising. We will also make available to you advertising and promotional materials.

¹⁰ Before you open your Casa Latino Real Estate Office, you must purchase the insurance coverage required by the Franchise Agreement, and described in Item 6, above. The cost of the business insurance coverage will vary from state to state and will depend on your prior loss experience, if any, and/or the prior loss experience of your insurance carrier in the state or locale in which you operate, and national or local market conditions. We anticipate that you will be required to pay your insurance carrier or agent a full annual premium in advance. The estimate provided in the chart is for a full annual premium.

¹¹ This estimate includes the costs of deposits (which may or may not be required by your local utility company) for electric service that you will need to operate your Casa Latino Real Estate Office.

¹² Prior to the opening of your Casa Latino Real Estate Office, you must obtain all necessary permits and licenses. The above estimate includes business permits, state real estate licensing and certificates of occupancy.

¹³ The need for additional funds varies, depending on a variety of factors. Assuming that your Casa Latino Real Estate Office is open during the first 3 months, we estimate the monies described in the chart will be necessary during the first 3 months of the operation of your Casa Latino Real Estate Office. We have relied upon the expenditures paid by, and the experience of, our company-owned Casa Latino Real Estate office, in determining this estimate. The actual amount of additional funds you will need depends on factors including the number of paid employees you hire and their rate of pay, your own management and operational skill, economic conditions and competition.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To insure that the highest degree of quality and service is maintained, you must operate the Casa Latino Real Estate Office in strict conformity with the methods, standards, and specifications as we may require in the Manual or otherwise in writing. You must refrain from deviating from our standards and specifications without our prior written consent. We may revise the contents of the Manual, and you must comply with each new or changed standard and specification. You must at all times insure that your copy of the Manual is kept current and up to date.

We reserve the right to require that all products, materials, supplies, fixtures, furnishings and equipment used at the Casa Latino Real Estate Office, meet our then-current standards and specifications, as established in the Manual or otherwise in writing. You must purchase all supplies, materials, and other products and equipment used or offered for sale at the Casa Latino Real Estate Office for which we establish standards or specifications solely from suppliers (including manufacturers, distributors and other sources) which demonstrate, to our continuing reasonable satisfaction, the ability to meet our standards and specifications, who possess adequate quality controls and capacity to supply your needs promptly and reliably, and who we have approved in the Manual or otherwise in writing. If you desire to purchase products from a party other than an approved supplier, you must submit to us a written request to approve the proposed supplier, together with evidence of conformity with our specifications as we may reasonably require. You do not incur any fee for submitting this request. We will use our best efforts, within 7 days after our receipt of the completed request, to notify you in writing of our approval or disapproval of the proposed supplier. Approval will not be unreasonably withheld. You must not sell or offer for sale any products of the proposed supplier until our written approval of the proposed supplier is received. We may revoke our approval of particular products or suppliers if we determine, in our sole discretion, that any products or suppliers no longer meet our standards. Upon receipt of written notice of the revocation, you must cease to sell any disapproved products and cease to purchase from any disapproved supplier. You must use any products purchased from approved suppliers solely for the purpose of operating the Casa Latino Real Estate Office and not for any other purpose, including resale.

We reserve the right to require that you purchase and install, at your expense, all equipment (including computer hardware and software, a fax machine and telephone), broadband Internet access, fixtures, furnishings, supplies, and signs as we may reasonably direct; must use at all times, only equipment (including computer software and hardware, fax machine and telephone), Internet access, fixtures, furnishings, supplies, and signs as conform with our standards and specifications; and refrain from using, installing or permitting to be installed on or about the Premises, without our prior written consent, any equipment (including computer hardware or software, fax machine, or telephone), Internet access, fixtures, furnishings, supplies, or signs not previously approved as meeting our standards and specifications.

We formulate and modify specifications and standards imposed upon franchisees by evaluating the market acceptance of products and the financial stability of suppliers. We will issue our specifications and standards to franchisees or approved suppliers. However, we are not required to issue our criteria for supplier approval made available to franchisees.

Currently, you are not required to purchase any products of goods and services from us or suppliers approved by us. We estimate that the proportion of your required purchases from us or suppliers approved by us to all your purchases of goods and services in establishing the Franchised Business will be 0%, and in operating the Franchised Business will be 0%. There are no purchasing or distribution cooperatives related to our franchises. We do not provide any material benefit to franchisees for use of approved suppliers. We may negotiate purchase arrangements with some of our suppliers (including price terms) of printing and signage for the benefit of our franchisees, but we are under no obligation to do so. We do not currently receive payment, in the form of preferred pricing, from any suppliers due to these suppliers' transactions with us or our franchisees.

ITEM 9 FRANCHISEE'S OBLIGATIONS

THIS TABLE SUMMARIZES YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND OTHER ITEMS OF THIS OFFERING CIRCULAR.

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM IN OFFERING CIRCULAR
a. Site selection and acquisition/lease	1.2, Site Selection Addendum	No provision
b. Pre-opening purchases/leases	3.7 and 6.6	Items 5, 6, 7 and 8
c. Site development and other pre-opening requirements	6.1, 6.2, 6.3, and 6.4	Item 11
d. Initial and ongoing training	5	Items 6, 7 and 11
e. Opening	6.3	Item 11
f. Fees	4	Items 5, 6 and 7

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM IN OFFERING CIRCULAR
g. Compliance with standards and policies/ Operating Manual	6.5, 6.11, 6.17, 6.21, and 8.1	Items 8 and 11
h. Trademarks and proprietary information	7 and 9	Items 13 and 14
i. Restrictions on products/services offered	6.5 and 6.12	Items 8 and 16
j. Warranty and customer service requirements	6.10	Item 11
k. Territorial development and sales quota	1.3 and 1.4	Item 12
l. Ongoing product/service purchases	6.12	Item 8
m. Maintenance, appearance and remodeling requirements	6.15 and 6.16	Item 11
n. Insurance	12	Items 6 and 7
o. Advertising	11	Items 6, 7 and 11
p. Indemnification	19.3	Item 6
q. Owner's participation/management/staffing	6.9 and 6.10	Items 11 and 15
r. Records/reports	10	Item 6
s. Inspections/audits	6.13 and 10.3	Items 6 and 11
t. Transfer	13	Item 17
u. Renewal	2.2	Item 17
v. Post-termination obligations	15	Item 17
w. Non-competition covenants	16	Item 17
x: Dispute resolution	25	Item 17

ITEM 10 FINANCING

We do not currently offer financing of the initial franchise fee.

ITEM 11 FRANCHISOR'S OBLIGATIONS

Except as described below, we are not obligated by the Franchise Agreement to provide any assistance to you.

Pre-Opening Obligations

Except as described below, before the Casa Latino Real Estate Office opens, we are

required by the Franchise Agreement to provide the following to you:

1. We will (a) make available, at no charge to you, standards, operating procedures, policies and guidelines to assist you in the opening of the Casa Latino Real Estate Office, including, signage designs, letterhead designs, sales and promotional materials, and other similar office materials and consultation, and (b) assist you, as we deem appropriate in our sole discretion, with grand opening publicity and advertising for your Casa Latino Real Estate Office (Franchise Agreement, Section 3.1);

2. We will provide you with three (3) days of pre-opening and post-opening consultation and guidance at the location for your Franchised Business as designated in the Franchise Agreement (“Accepted Location”) as we deem necessary or appropriate in our sole discretion (Franchise Agreement, Section 3.4);

3. Upon your request, we will provide additional opening consultation and on-site assistance at your cost (Franchise Agreement, Section 3.5);

4. We will provide you, on loan, one copy of our Manual (Franchise Agreement, Section 3.6);

5. We will provide an initial training program prior to the opening of the Casa Latino Real Estate Office, for you (or, if you are a corporation, partnership or limited liability company, a principal of you approved by us) or your designated manager and up to 5 additional persons designated by you and approved by us (Franchise Agreement, Section 5.1); and

6. We must furnish to you site selection guidelines as we deem advisable. (Franchise Agreement, Site Selection Addendum, Paragraph 5).

Continuing Obligations

After the Casa Latino Real Estate Office opens, we are required by the Franchise Agreement to provide the following to you:

1. We will provide you with the right to use our accounting system and software as we designate and our Casa Latino Real Estate public web site (Franchise Agreement, Section 3.2);

2. We will make available to you advertising and promotional materials and advertising assistance for newspaper inserts and local real estate magazines. (Franchise Agreement, Section 3.7); and

3. We will make available to you for purchase various materials and supplies for the Casa Latino Real Estate Office or for purchase by licensed agents that may, at our option, include business cards, brochures, flyers, post cards, envelopes, key tags, letterhead, name badges, signs or other similar items (Franchise Agreement, Section 3.8).

Advertising Programs

Advertising Fund. We have the right to establish the Fund for advertising and promotion for the System. If the Fund is established, you must contribute to the Fund, during the term of the Franchise Agreement, an amount equal to 1% of Gross Commission Income, which must be paid to us by the Wednesday of each week. (Franchise Agreement, Section 11.2). Each franchisee is required to contribute at the same rate. The company-owned Casa Latino Real Estate offices will contribute to the Fund at the same rate as franchisees.

We will direct all advertising programs, with sole discretion over the concepts, materials, and media used in these programs and the placement and allocation. We are not obligated, in administering the Fund, to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or from expenditures by the Fund. (Franchise Agreement, Section 11.3.1). The Fund's advertising may be disseminated in print, radio, or television, and may be local, regional, or national in scope. The source of the advertising is from in-house advertising.

The Fund, all contributions thereto, and any earnings thereon, are to be used exclusively to meet any costs of maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System, including the costs of preparing and conducting radio, cable television and print advertising campaigns; developing, maintaining, and updating the Casa Latino Web site on the Internet; marketing on the Casa Latino Web site; direct mail advertising; marketing surveys; employing advertising and/or public relations agencies to assist; purchasing promotional items; and providing promotional and other marketing materials and services to the businesses operating under the System. (Franchise Agreement, Section 11.3.2).

All sums paid by you to the Fund must be maintained in an account separate from our other monies and must not be used to defray any of our expenses, except we have the right to charge Fund management fee of 10% in our sole discretion as we deem appropriate for our direction and implementation of the Fund and advertising programs for franchisees and the System, including costs of personnel for creating and implementing advertising, promotional and marketing programs. The Fund and any earnings must not otherwise inure to our benefit. We must maintain separate bookkeeping accounts for the Fund. (Franchise Agreement, Section 11.3.3).

Except as indicated above, we do not receive payment for providing goods or services to the Fund. It is anticipated that all contributions to and earnings of the Fund will be expended for advertising and/or promotional purposes during the taxable year within which the contributions are made. If, however, excess amounts remain in the Fund at the end of the taxable year, all expenditures in the following taxable year(s) will be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions. We do not intend to use any monies contributed to the Fund for the solicitation of the sale of franchises. (Franchise Agreement, Section 11.3.4). We must make available for your review copies of the financial statements of the Fund. The Fund will be audited annually. Although we intend that the Fund will be of perpetual duration, we maintain the right to terminate the Fund. The Fund may

not be terminated, however, until all monies in the Fund have been expended for advertising and/or promotional purposes or returned to contributors on the basis of their respective contributions.

Advertising. All advertising and promotion by you must be in media and of the type and format as we may approve, must be conducted in a dignified manner and must conform to standards and requirements as we may specify. You must not use any advertising or promotional plans or materials unless and until you have received written approval from us, as described below. (Franchise Agreement, Section 11.4).

We will make available to you, at your expense, samples of promotional materials, including marketing slogans, marketing templates and designs in electronic format, and similar advertising and promotional materials, as we deem appropriate in our sole discretion. (Franchise Agreement, Section 11.5).

You must submit to us samples of all advertising and promotional plans and materials for any print, broadcast, cable, electronic, computer or other media (including the Internet) that you desire to use and that have not been prepared or previously approved by us within the preceding 6 months, for our prior approval (except with respect to minimum prices to be charged). You must not use plans or materials until we have approved them in writing. If you do not receive written notice of approval from us within 15 days of the date of receipt by us of samples or materials, we will be deemed to have disapproved them. (Franchise Agreement, Section 11.6).

Web Site. You must use the World Wide Web site(s) ("Web site") that we have established or may later establish for conducting business with our franchisees. Except as approved in advance by us, you may not establish or maintain any other Web site, or otherwise maintain a presence or advertise on the Internet or any other public computer network, in connection with the Franchised Business. In connection with any Web site You wish to establish, you must comply with our requirements and all other applicable requirements that we set forth in the Manual or otherwise in writing. (Franchise Agreement, Section 11.7).

You may only use Web materials, Web pages, and Web site content which we have approved in advance in writing. You must promptly incorporate on, and remove from, your Web site any information we require in the manner specified in the Manual or otherwise in writing. (Franchise Agreement, Section 11.7.1). You must provide on your Web site all hyperlinks or other links we require. You must not use any of the Proprietary Marks on your Web site, except as expressly permitted by us in writing. You may not post or include any confidential information or any other copyrighted material or information on your Web site without our prior written approval. If you wish to modify your approved Web site, all proposed modifications must receive our prior written approval. (Franchise Agreement, Section 11.7.2). We may furnish you with materials for your Web site, which you must adapt and utilize, but we must and at all times remain the sole owner of the copyrights for all material which appears on your Web site. (Franchise Agreement, Section 11.7.3). You must obtain our prior written approval for each Internet domain name and/or home page address you use for your Web site. We must be, and at all times remain, the sole owner of the domain name and/or home page address for the Web site you maintain for the Franchised Business, you must sign all documents we require, and you agree to appoint us as your attorney-in-fact to sign these documents on your behalf if you fail to do so. (Franchise Agreement, Section 11.7.4).

You must, at your expense, obtain listings in the white and yellow pages of local telephone directories. You must comply with our specifications concerning the form and size of these listings, and the number of directories in which these listings must be placed.

Advertising Cooperative. There is no advertising cooperative in existence at this time. Currently, we do not reserve the right to establish one.

Advertising Council. There is no advertising council in existence at this time, although we reserve the right to create an advertising council in the future.

Operations Manual

You must operate the Franchised Business in accordance with the Manual provided to you. We may revise the contents of the Manual, and you must comply with each new or changed standard. You must at all times insure that your copy of the Manual is kept current and up to date. The Table of Contents of the Manual is attached to this offering circular as Exhibit C. The total number of pages and the number of pages devoted to each topic are reflected in the Table of Contents.

Site Selection

You must operate the Franchised Business only at the "Accepted Location" set forth in the Franchise Agreement. If, at the time of signing of the Franchise Agreement, you have not yet obtained a location approved by us, you must, at your expense, lease or acquire a location approved by us within 90 days, within the Site Selection Territory specified in your Franchise Agreement. If you fail to obtain an Accepted Location within 90 days of signing the Franchise Agreement, we can terminate the Franchise Agreement.

You must submit your proposed site to us for approval within 30 days of signing the Site Selection Addendum, and we will notify you in writing of our approval or disapproval of your proposed site within 15 days. We will provide site selection guidelines as we deem advisable. Our approval of your proposed site will depend on factors including suitability of the site for the operation of a Casa Latino Real Estate office.

Computer Hardware/Software

We reserve the right to require that you purchase and install, at your expense, computer hardware and software as we may reasonably direct. We do not require any specific type of computer hardware or software at this time.

If established by us, you must use the intranet computer network as we designate and must maintain an agent roster on the Casa Latino information management and accounting systems as we develop. We will have the right to, at any time, retrieve from your computer system any accounting information pertaining to your Casa Latino Real Estate Office that we, in our discretion, deem necessary.

Typical Length of Time Between Signing Franchise Agreement and Opening Franchised Business

The typical length of time between signing the Franchise Agreement and opening a Casa Latino Real Estate Office is 30 to 90 days. The factors that affect this time are availability of site, pre-opening preparations, and licensing issues

Training Programs

Our initial training program will consist of approximately 5 days of training and will take place at your approved Casa Latino Real Estate office location. You must attend and complete the initial training program to our satisfaction at least 15 days prior to the opening of your Casa Latino Real Estate Office. Instructional materials for the training program are provided to you at the time of training. All training programs are conducted on an as-needed basis by instructors with at least 2 years of real estate experience. Our instructors must have a minimum of 2 years of real estate experience.

You and your employees must attend additional training courses and programs at times and places as we may designate. You or your employees will be responsible for any other expenses incurred by them in the training program, including the costs of transportation, lodging, meals, and wages. We must provide, at no charge to you, instructors and training materials for the initial training and we reserve the right to charge you and your employees our then-current training fee for the additional training courses and programs.

We reserve the right to require you (or, if you are a corporation, partnership or limited liability company, a principal of you approved by us, or other person from the Casa Latino Real Estate Office you designate and we approve) to attend one annual, national or regional meeting, seminar or convention for Casa Latino Real Estate Office franchisees, at a location as we designate for training or business purposes at your expense, and we reserve the right to charge you an attendance fee for any convention.

Initial Training Program

SUBJECT	DAY BEGUN	INSTRUCTIONAL MATERIAL	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING
Overview	1	Documents, Forms	1	0
Operations Manual	1	Documents, Forms	4	0
Franchise Agreement	1	Documents, Forms	1	0
Franchisee's Responsibilities	1	Documents, Forms	1	0
Pre-Opening Obligations	2	Documents, Forms	1	1
Training for Product/Service Presentation	2	Documents, Forms	2	1
Business Registration	2	Documents, Forms	.50	0
Site selection and lease Negotiation	2	Documents, Forms	1	0
Insurance and Banking	2	Documents, Forms	.50	0
Reporting requirements and maintenance	2	Documents, Forms	1	1
Setting up the Business	2	Documents, Forms	.50	0
Hiring your staff and personnel practices and policy	2	Documents, Forms	.50	1
Preparation, office design	2	Hands on	1	1
Record keeping and accounting	3	Documents, Forms	3	0
Review	3	None	.50	0
Computer training	3	Documents, Forms	.50	1
Job & Staff Training	3	Documents, Forms	1	0
Computer daily reports	3	Documents, Forms	1	1
Review	4-5	None	1	1
Sales and Marketing Training	5	Documents, Forms, Hands on.	2	1

ITEM 12 TERRITORY

You will be granted the right to operate the Franchised Business at the Accepted Location. You may not relocate the Franchised Business without our prior written approval, which we may withhold in our sole discretion.

Except as otherwise provided in the Franchise Agreement, during the term of the Franchise Agreement, we must not establish or operate, nor license any other person to establish or operate, a Casa Latino Real Estate Office under the System and the Proprietary Marks at any location within Territory. The Territory granted to a franchisee will be described in the Franchise Agreement and will cover a minimum area covering a population of approximately 75,000 at the time the parties entered into the Franchise Agreement. Nevertheless, (a) we retain the rights, among others, on any terms and conditions we deem advisable, and without granting you any rights, to establish and operate, and license others to establish and operate, a Casa Latino Real Estate Office under the System and the Proprietary Marks at any location outside the Territory; (b) we, any franchisee of ours and any other authorized person or entity may, at any time, advertise or promote the System and provide real estate brokerage services to customers in the Territory, without granting you any rights; and (c) we retain the right to purchase, merge, acquire, be acquired by or in any fashion affiliate with an existing competitive or non-competitive real estate brokerage franchise network, chain or any other business regardless of the location of that network's, chain's or business's offices, and to operate, franchise or license those businesses and/or offices as Casa Latino offices operating under the Proprietary Marks or any other marks following the purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which may be within the Territory, and near your Casa Latino Real Estate Office. However, we will not operate, franchise or license these businesses and/or offices under the Proprietary Marks within the Territory.

You may establish and operate a Satellite Office within your Territory, subject to our prior written approval for each location, which approval may be withheld in our sole discretion, and your payment of \$2,500 within 15 days of receipt of our approval. Each Satellite Office will operate as a part of the Casa Latino Real Estate Office (for example, under the same ownership as the Casa Latino Real Estate Office), will operate under the same name as the Casa Latino Real Estate Office, and, except as otherwise provided in the Franchise Agreement, will comply with and be subject in every aspect to the terms and conditions of the Franchise Agreement as are applicable to the Casa Latino Real Estate Office. We are not obligated to provide any Satellite Office with any of the services or benefits made available to the Casa Latino Real Estate Office, although we may, as we in our sole discretion deem appropriate, provide some services and benefits to the Satellite Offices.

Except for the Satellite Office(s), you will not be granted any option, right of first refusal or similar right to acquire additional franchises within your Territory, or in a contiguous territory. We have not established; however, we reserve the right to establish, other franchises or company owned outlets, or other channels of distribution selling or leasing similar products or services under a different trade name or trademark; but, we retain the right to do so. The Territory is not dependent on the achievement of a certain sales volume, market penetration or contingency.

**ITEM 13
TRADEMARKS**

You will be granted the right, by the Franchise Agreement, to establish and operate a Franchised Business under the Proprietary Marks “Casa Latino”, “Casa Latino Real Estate” and “Casa Latino Realty” and other trademarks, trade names, and service marks as we may designate as part of the System.

Our President and Chief Executive Officer, who own the Proprietary Marks, has applied for registration of the following character mark on the Principal Register of the United States Patent and Trademark Office:

Character Mark/Service Mark	Application Number	Application Date
Casa Latino	78868547	April 24, 2006
Casa Latino Realty	7894092	September 14, 2006

Our President and Chief Executive Officer intend to assign the Proprietary Marks to us. All required affidavits pertaining to this registration have been filed. There are no currently effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state, or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Proprietary Marks which may be relevant to their use in this state or otherwise. By not having a Principal Register federal registration for the Proprietary Marks, Casa Latino does not have certain presumptive legal rights granted by a registration.

You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We must defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the Franchise Agreement, we will bear the cost of this defense, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement, you must bear the cost of this defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of the Proprietary Marks, you must sign any documents and do acts as may, in our opinion, be necessary to carry out the defense or prosecution, including becoming a nominal party to any legal action. If litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, we must reimburse you for your out-of-pocket costs in doing these acts.

We do not actually know of any infringing uses that could materially affect your use of the Proprietary Marks in this state or elsewhere.

We reserve the right, in our sole discretion, to modify, add to, or discontinue use of the Proprietary Marks, or to substitute different proprietary marks for use in identifying the System and the businesses operating under the Proprietary Marks. You must comply with any changes, revisions and/or substitutions, and you must bear the costs of modifying your signs, advertising materials, interior graphics and any other items to conform to our new Proprietary Marks.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any right in, or to, any patents or registered copyrights that are material to the franchise.

Confidential Manual

In order to protect our reputation and goodwill and to maintain high standards of operation under the System, you must operate your Casa Latino Real Estate Office in accordance with the standards, methods, policies, and procedures specified in the Manual. Upon your completion of our initial training program to our satisfaction, we will loan you one copy of the Manual for the term of your Franchise Agreement.

You must treat the Manual, any other manuals created for or approved for use in the operation of the Casa Latino Real Estate Office, and the information contained, as confidential, and you must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any unauthorized person. The Manual will remain our sole property and must be kept in a secure place on the Premises. We may revise the contents of the Manual, and you must comply with each new or changed standard.

You must ensure that the Manual is kept current at all times. In the event of any dispute as to the contents of the Manual, the terms of the master copy maintained by us at our home office will be controlling.

Confidential Information

You must not, during or after the term of the Franchise Agreement, communicate, divulge or use for the benefit of any other person, partnership, association, limited liability company or corporation any confidential information, knowledge or know-how concerning the methods of operation of the business franchised hereunder, including information, ideas, forms, marketing plans, customer lists, recruiting methods, and accounting procedures, which may be communicated to you or of which you may be apprised by virtue of your operation under the terms of the Franchise Agreement. You must divulge confidential information only to your employees as must have access to it in order to operate the Franchised Business. Any information, knowledge, know-how, techniques and other data which we designate as confidential will be deemed confidential for purposes of the Franchise Agreement.

At our request, you must require your manager and other personnel having access to any of our confidential information, as we require, to sign non-competition covenants and covenants

that they will maintain the confidentiality of information they receive in their employment by you at the Casa Latino Real Estate Office. These covenants must be in the form attached to the Franchise Agreement as Exhibit D.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION
OF THE FRANCHISE BUSINESS

You must devote full time and best efforts to the management and supervision of the Casa Latino Real Estate Office. You must supervise the licensed agents; and must be responsible to the continuing oversight, day-to-day management, orientation, instruction and supervision of the licensed agents.

The Casa Latino Real Estate Office must at all times be under the direct, on-premises supervision of an individual who has satisfactorily the initial training program for franchisees. You must maintain a competent, conscientious, trained staff. You (or, if you are a corporation, partnership or limited liability company, at least one principal of you) must have at least 2 years of real estate experience and must at all times hold a valid state real estate broker license; must obtain our prior written approval for any broker you wish to employ or affiliate with your Casa Latino Real Estate Office. You are, or must have designated a real estate broker duly licensed under any and all applicable laws, rules and regulations of the Territory (your "Responsible Broker") at the Casa Latino Real Estate Office. Your Responsible Broker is identified as such on Exhibit A to the Franchise Agreement; and must personally and directly supervise the operation of your Casa Latino Real Estate Office. You (or, if you are a corporation, partnership or limited liability company, at least one principal of you) and each of your licensed agents shall join and remain a member in good standing of the National Association of Hispanic Real Estate Professionals and the local board(s) of Realtors® applicable to your Territory and shall comply with their respective by-laws, rules and regulations; and shall abide by the Code of Ethics of the National Association of Realtors®. At our request, you must require your manager and other such personnel having access to any of our confidential information as we require to sign non-competition covenants and covenants that they will maintain the confidentiality of information they receive in connection with their employment by you at the Casa Latino Real Estate Office. These covenants must be the form attached as Exhibit D to the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale only real estate services and products as described in the Franchise Agreement; offer real estate services and products as we specify; refrain from any deviation from our standards and specifications without our prior written consent; and discontinue offering any real estate services or products which we may, in our discretion, disapprove in writing at any time. You must use, in the operation of the Franchised Business, the standards, specifications, and procedures as we require. You must refrain from selling or advertising any real estate services hereunder on the Internet without our prior, written approval. See Item 8.

The Franchise Agreement does not limit our right to make changes in the types of authorized goods and services. We reserve the right to require you to comply with reasonable

restrictions on maximum prices of specific goods or services you offer and sell as required in the Manual or through the Fund, or as we otherwise reasonably direct.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists important provisions in the Franchise Agreement. You should read these provisions in the Franchise Agreement attached to this offering circular.

	PROVI-SION	SECTION IN FRANCHISE AGREE-MENT	SUMMARY
a.	Term of franchise	2.1	7 years.
b.	Renewal or extension of the term	2.2	You have the right to renew the Franchise Agreement for 2 consecutive terms of 7 years each.
c.	Requirements for you to renew or extend	2.2	Give us written notice of your election to renew not less than 6 months nor more than 12 months prior to the end of the then-current term; maintain the Premises and any Satellite Offices in a condition acceptable to us; not be in default of any provision of the Franchise Agreement, any amendment of the Franchise Agreement or successor to the Franchise Agreement, or any other agreement between you and us or our affiliates; have substantially complied with all the terms and conditions of these agreements; have satisfied all of your monetary obligations to us and our affiliates, and have timely met those obligations; present evidence satisfactory to us that you have the right to remain in possession of the Premises for the duration of the renewal term; sign our then-current form of renewal franchise agreement; sign a general release, in a form we require, of any claims against us and our affiliates, and our respective officers, directors, agents, and employees; comply with our then-current qualification and training requirements; and pay us a renewal fee in the amount of \$5,000.
d.	Termination by you	No provision	The Franchise Agreement does not contain such a provision.
e.	Termination by Casa Latino without cause	No provision	The Franchise Agreement does not contain such a provision.
f.	Termination by us with cause	14	We have the right to terminate the Franchise Agreement with cause. Depending upon the reason for termination, we may not provide you an opportunity to cure. See this Item 17(g) and (h) for further description.
g.	Cause defined default which can be cured	14.3	Except those described in this Item 17(h), you have 30 days to cure defaults. Defaults capable of cure include, for example: (1) failure to comply with the requirements of the Franchise Agreement or the Manual; (2) failure, refusal or neglecting to promptly pay monies owing to us or our affiliates when due; (3) failure to maintain and observe standards or procedures required in the Franchise Agreement, the Manual or otherwise in writing; (4) failure to obtain required approvals; (5) acting in a manner which is inconsistent with or contrary to your lease or sublease for the Premises, or jeopardizing your right to renew the lease or sublease; or (6) engaging in any business which uses a confusingly similar mark.

	PROVI-SION	SECTION IN FRANCHISE AGREE-MENT	SUMMARY
h.	Cause defined - default which cannot be cured	14.1 and 14.2	<p>Your rights will automatically terminate without notice if you become insolvent, file for bankruptcy, or are subject to various legal actions or proceedings.</p> <p>We may terminate the Franchise Agreement, without any opportunity to cure the default, effective immediately upon notice, if, for example: (1) you fail to locate an approved site or to construct and open the Casa Latino Real Estate Office within the time required by the Franchise Agreement or the Site Selection Addendum; (2) you or your designated trainees fail to complete the initial training program, or you fail to provide training to your employees as required by the Franchise Agreement; (3) you cease to operate the Franchised Business or you lose the right to possession of the Premises; (4) you are convicted of certain crimes; (5) a threat to public health or safety results from the operation of the Franchised Business; (6) you attempt to transfer your rights under the Franchise Agreement or in Franchisee or the Franchised Business without our consent; (7) an approved transfer is not made within the time provided following death or mental incapacity; (8) you fail to comply with the covenants relating to non-disclosure and non-competition or fail to obtain signing of covenants from others, as required by the Franchise Agreement; (9) you disclose the contents of the Manual or other confidential information; (10) you submit false reports; (11) you misuse the Proprietary Marks or damage the goodwill in the Proprietary Marks; (12) you refuse to let us inspect the Premises, or your books, records or accounts; (13) you receive a notice of default and do not initiate a cure immediately; or (14) if after you cure any default, you commit the same default again.</p>
i.	Your obligations on termination/non-renewal	15	Cease to operate the Franchised Business, cease to use any confidential information, the Proprietary Marks and certain other material associated with the System, and cancel any assumed name registration. There are other obligations as well.
j.	Assignment of contract by us	13.1	We have the right to transfer or assign all or any part of our rights or obligations under the Franchise Agreement to any person or legal entity.
k.	"Transfer" by you -- definition	13.2	You may not transfer an interest in the Franchise Agreement or Franchisee, or sell substantially all of the assets of the Franchised Business, without our prior written consent.
l.	Our approval of transfer by you	13.2	Any purported assignment or transfer, by operation of law or otherwise, not having our written consent required by the Franchise Agreement, will be null and void.
m.	Condition for our approval of transfer	13.3	We may impose any or all of the following conditions on our approval of your proposed transfer: you have satisfied your accrued monetary obligations and other obligations to us and our affiliates; you are not in default of any agreement between us and you, or between any of our affiliates and you; you sign a general release of us; the transferee enters into a written assignment, assuming and agreeing to perform your obligations under the Franchise Agreement, and that you guarantee the performance of all obligations; the transferee shows to us that it meets our standards, as specified in the Franchise Agreement; the transferee signs our then-current form of franchise agreement; the transferee refurbishes the Franchised Business at its expense; you remain liable for all of your obligations to

	PROVI-SION	SECTION IN FRANCHISE AGREE-MENT	SUMMARY
			us in the Franchised Business which arose prior to the transfer; transferee and another person designated by transferee and approved by us completes any training programs then in effect; and you pay a \$5,000 transfer fee to us.
n.	Our right of first refusal to acquire your business	13.5	We will have the option to purchase the seller's interest on the same terms and conditions offered by a third party.
o.	Our option to purchase your business	15.9	We have the option to purchase from you any or all of the equipment and signs relating to the operation of the Franchised Business at fair market value or at your depreciated book value, whichever is less, and to purchase any or all supplies and inventory of the Franchised Business at your cost or depreciated book value, whichever is less.
p.	Your death or disability	13.6	Upon your death or mental incapacity, your executor, administrator, or personal representative must transfer your interest in the Franchise Agreement, the Franchisee, or the Franchised Business to a third party approved by us within 6 months after your death or mental incapacity. These transfers will be subject to the same conditions as any other transfer.
q.	Non-competition covenants during the term of the franchise	16.2	You must not: (a) divert or attempt to divert any business or customer to any competitor, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; (b) employ or seek to employ any person who is at that time employed by us or by any other franchisee of us, or otherwise directly or indirectly induce a person to leave his or her employment; or (c) own, maintain, operate, engage in, be employed by, provide any assistance to, or have any interest in 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 Franchised Business under the System, including real estate services.
r.	Non-competition covenants after the franchise is terminated or expires	16.3	You must not, for a continuous uninterrupted period of 2 years following the transfer, termination or expiration of the Franchise Agreement own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in any business that: (i) offers or sells services or products which are the same as or similar to the services and products being offered by the Franchised Business, including any real estate services business; and (ii) is, or is intended to be, located at your Accepted Location; within the county or municipality in which the Accepted Location is located; within 10 miles of the Accepted Location; or 10 miles of any business operating under the Proprietary Marks.
s.	Modification of the Agreement	23.1	No amendment, change, or variance from the Franchise Agreement will be binding on either party unless mutually agreed to by the parties and signed in writing.
t.	Integration/merger clauses	23.1	The Franchise Agreement, the documents referred to in the Franchise Agreement, and the attachments if any, constitute the entire, full, and complete agreement between you and us concerning the subject matter of the Franchise Agreement, and supersede all prior agreements.

	PROVI- SION	SECTION IN FRANCHISE AGREE- MENT	SUMMARY
u.	Dispute resolution by arbitration or mediation	No provision	The Franchise Agreement does not contain such a provision.
v.	Choice of forum	25.2	All disputes and claims relating to the Franchise Agreement must be brought in the courts in the judicial district where we have, at the time of the start of the legal proceeding, our principal place of business. Currently, our principal place of business is in Southbury, Connecticut.
w.	Choice of law	25.1	The Franchise Agreement will be interpreted and construed under the laws of the State of Delaware.

ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote our franchises.

ITEM 19 EARNINGS CLAIMS

We do not furnish or authorize our salespersons to furnish any oral or written information concerning our actual or potential sales, costs, income or profits of a Casa Latino Real Estate Office. Actual results vary from unit to unit and we cannot estimate the results of any particular franchise.

We specifically instruct our sales personnel, agents, employees, and officers that they are not permitted to make such claims or statements as to earnings, sales or profits, or prospects or chances of success, nor are they authorized to represent or estimate dollar figures as to a franchisee's operation. We will not be bound by allegations of any unauthorized representations as to earnings, sales, profits, or prospects or chances for success.

You should disregard any unauthorized information, whether oral or written, concerning the actual, average, projected, forecasted or potential sales, costs, income or profits, or the prospects or chances of success, or representations or estimated dollar figures as to your operation furnished by any person. You should immediately notify the General Counsel at Casa Latino of any such unauthorized information or representation.

**ITEM 20
LIST OF OUTLETS**

As we just started franchising as of the date of this offering circular, we do not have any franchisees. As of June 2006, we had one company-owned office in Connecticut. Prior to that date, we did not have any company-owned businesses anywhere.

**PROJECTED OPENINGS
FROM NOVEMBER 1, 2006 TO OCTOBER 31, 2007**

STATE	FRANCHISE AGREEMENTS SIGNED BUT BUSINESSES NOT OPENED	PROJECTED NEW FRANCHISED BUSINESSES OPENING IN 2006/7	PROJECTED NEW COMPANY-OWNED BUSINESSES IN 2006/7
Arizona	0	4	0
California	0	6	0
Colorado	0	3	0
Connecticut	0	2	2
Florida	0	6	0
Georgia	0	2	0
Illinois	0	2	0
Louisiana	0	1	0
Mass	0	3	0
Nevada	0	4	0
New Jersey	0	4	0
New York	0	5	0
New Mexico	0	2	0
North Carolina	0	3	0
Pennsylvania	0	2	0
South Carolina	0	2	0
Texas	0	6	0
Utah	0	1	0
TOTALS	0	58	2

No franchisee has had a Casa Latino Realty Office terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement

during the most recently completed fiscal year or has not communicated with Casa Latino within the 10 weeks preceding the date of this Offering Circular.

**ITEM 21
FINANCIAL STATEMENTS**

Attached as Exhibit D are our opening audited balance sheet and statement of operations as of October 13, 2006.

**ITEM 22
CONTRACTS**

The Casa Latino Franchise Agreement (with exhibits) is attached as Exhibit E.

**ITEM 23
RECEIPT**

A receipt in duplicate is attached to this offering circular as Exhibit G. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Casa Latino Franchise Corporation, 3 Bullet Hill Park, Suite 307, Southbury, Connecticut 06488.