

GUARANTY AND ASSUMPTION AGREEMENT

[To be signed by all Principals (including the Controlling Principal) designated as Guarantors]

This Guaranty and Assumption Agreement (the "Guaranty") is given this _____ day of 20____, by the undersigned Principals (as defined in the Franchise Agreement) who have been designated by Franchisor as a Guarantor.

In consideration of, and as an inducement to, the execution of the Franchise Agreement of even date herewith (the "Franchise Agreement") by Liquid Capital of America Corp. ("Franchisor"), each of the undersigned and any other parties who sign counterparts of this Guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors") hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, that _____ ("Franchisee") will punctually pay its obligations for initial franchise fees, royalties, advertising fund contributions and other amounts due under the Franchise Agreement.

Each Guarantor waives:

- (i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; and
- (ii) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and
- (iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and
- (iv) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and
- (v) all rights to payments and claims for reimbursement or subrogation which he or she may have against Franchisee arising as a result of his or her execution of and performance under this Guaranty by the undersigned (including by way of counterparts); and
- (vi) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each Guarantor consents and agrees that:

- (a) his or her direct and immediate liability under this Guaranty will be joint and several not only with Franchisee, but also among the Guarantors; and
- (b) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; and
- (c) such liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and
- (d) such liability will not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Franchise Agreement or by any extension of time, credit or other indulgence.

that Franchisor may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable throughout the term of the Franchise Agreement and for so long thereafter as there are any monies or obligations owing by Franchisee to Franchisor under the Franchise Agreement; and

(e) Franchisee's written acknowledgment, accepted in writing by Franchisor, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Franchisee will be conclusive and binding on the undersigned as Guarantors.

Each Guarantor also makes all of the covenants, representations, warranties and agreements of the Principals set forth in the Franchise Agreement and is obligated to perform thereunder, including, without limitation, under Articles X. (Manual, Confidentiality and Restrictive Covenants), XIV. (Sale, Assignment, Transfer and Encumbrances), XV. (Death or Permanent Disability of Controlling Principal), XVI. (Acknowledgments), and XVII. (Dispute Resolution and Governing Law) and consents to Franchisor's purchase options under Sections 13.05 and 15.02 of the Franchise Agreement.

If Franchisor is required to enforce this Guaranty in an administrative, judicial or arbitration proceeding, and prevail in such proceeding, Franchisor will be entitled to reimbursement of Franchisor's costs and expenses, including, but not limited to, legal and accounting fees and costs, administrative, arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of an administrative, judicial or arbitration proceeding and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors will reimburse Franchisor for any of the above-listed costs and expenses incurred by Franchisor.

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his or her signature on the same day and year as the Franchise Agreement was executed.

GUARANTORS

*Name: _____

Name: _____

Name: _____

* Denotes individual who is Franchisee's Controlling Principal

PRINCIPAL SIGNATURE PAGE

[To be signed by all Principals who do not sign the Guaranty]

In consideration of, and as an inducement to, the execution of the Franchise Agreement of even date herewith (the "Franchise Agreement") by Liquid Capital of America Corp. ("Franchisor"), each of the undersigned and any other parties who sign counterparts of this Principal Signature Page agrees as follows:

- (1) Each has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of the undertakings of the Principals herein are in partial consideration for, and a condition to the granting of the franchise, and that Franchisor would not have granted the franchise without the execution of this Principal Signature Page and such undertakings by each of the undersigned.
- (2) Each is included in the term "Principals" as defined in the Franchise Agreement;
- (3) Each individually, jointly and severally, makes all of the covenants, representations, warranties and agreements of the Principals set forth in the Franchise Agreement and is obligated to perform thereunder, including, without limitation, under Articles X. (Manual, Confidentiality and Restrictive Covenants), XIV. (Sale, Assignment, Transfer and Encumbrances), XV. (Death or Permanent Disability of Controlling Principal), XVI. (Acknowledgments), and XVII. (Dispute Resolution and Governing Law) and consents to Franchisor's purchase options under Sections 13.05 and 15.02 of the Franchise Agreement.

If Franchisor is required to enforce the obligations undertaken hereunder in an administrative, judicial or arbitration proceeding, and prevail in such proceeding, Franchisor will be entitled to reimbursement of Franchisor's costs and expenses, including, but not limited to, legal and accounting fees and costs, administrative, arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of an administrative, judicial or arbitration proceeding and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply herewith, the Principals will reimburse Franchisor for any of the above-listed costs and expenses incurred by Franchisor.

IN WITNESS WHEREOF, each Principal who has not signed the Guaranty and Assumption Agreement to the Franchise Agreement of even date has hereunto affixed his or her signature on the same day and year as the Franchise Agreement was executed.

PRINCIPALS

Name: _____

Name: _____

Principal Signature Page – Page Solo

Exhibit A

Marks

Exhibit A – Page Solo

Exhibit B

Minimum Business Volume

_____ U.S. Dollars (U.S. \$ _____)

Check the box if this Agreement is signed pursuant to our multi-territory program. Under that program, Franchisee's obligations to achieve the Minimum Business Volume set forth in this Exhibit B will begin in the third year of your operations immediately following the Effective Date. Additionally, under that program, the Minimum Business Volume set forth in this Exhibit B is the aggregate Minimum Business Volume for the franchise contemplated by this Agreement and the following franchises, all of which Franchisee operates under the multi-territory program:

Exhibit C

Territory

Exhibit D

Electronic Funds Transfer Authorization

Business Name: _____

Business Number: _____

Phone Number: _____

I/we hereby authorize Liquid Capital of America Corp. ("LCAC") to initiate Debit/Credit entries to my LCRA account identified below:

FINANCIAL INSTITUTION: _____

BRANCH: _____

STREET ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

BANK I.D./INSTITUTION'S ROUTING #: _____

ACCOUNT NUMBER: _____

ACCOUNT TYPE: Chequing General Ledger Savings

This authority is to remain in full force and effect until LCAC and the above named institution have both received at least thirty (30) days written notification from the account holder of its termination so as to afford the interested parties reasonable time to act upon it.

NAME _____ SIGNATURE _____

NAME _____ SIGNATURE _____

DATE _____

Received By: _____

Date: _____

Exhibit E

Franchisee Ownership Structure

Name of Owner	Address of Owner	Type of Interest	Ownership Percentage

Exhibit F

Blanket UCC Financing Form