

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

YEEHA I LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other MD Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 3/17/03

2. Name and address of receiving party(ies)

Name: California Tortilla Group, Inc.

Internal Address:

Address:

Street Address: 7727 Tuckerman Lane

City: Potomac State: MD Zip: 20854

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Maryland
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,923,056

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey M. Axelson, Esq.

Internal Address:

VanGrack, Axelson, Williamowsky,
Bender & Fishman, P.C.

Street Address: 110 N. Washington St.
5th Floor

City: Rockville State: MD Zip: 20850

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey M. Axelson

Name of Person Signing

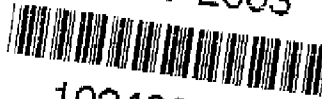

Signature

9/8/03
Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

04-02-2003



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Form PTO-1594 (Rev. 10/02) 3-31-03 OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORD TRA

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1,923,056

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5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey M. Axelson, Esquire

Internal Address:

Van Grack Axelson Williamowsky

Bender & Fishman, P.C.

Street Address: 110 N. Washington Street

City: Rockville State: MD Zip: 20850

6. Total number of applications and registrations involved:

1

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Jeffrey M. Axelson Name of Person Signing

Signature

3/17/03 Date

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OFFICE OF PUBLIC RECORDS 2003 MAR 31 AM 10:29 FINANCE SECTION

U.S. PATENT AND TRADEMARK OFFICE
OFFICE OF PUBLIC RECORDS

ASSIGNMENT DIVISION

ASSIGNMENT OF TRADEMARK

Whereas YEEHAI LLC
(Name of Assignor)
of 4862 Cordell Avenue Bethesda, Maryland Limited Liability Company Maryland
(Address) (Entity) (State of Domicile)

has adopted, used and is using a (trademark) which is
(Registered/pending application) No. 1,923,056

dated September 9, 1995 and

Whereas,
California Tortilla Group, Inc.
(Name of Assignee)

of
7727 Tuckerman Lane, Potomac, Maryland 20854 Corporation Maryland
(Address) (Entity) (State of Domicile)

is desirous of acquiring said (registered or pending) trademark;

Now therefore, for good and valuable consideration, the receipt

of which is hereby acknowledged, said YEEHAI LLC
(Assignor)

does hereby assign to the said California Tortilla Group, Inc. all rights,
(Assignee)

title and interest in the (trademark) and the good will of the business symbolized thereby.

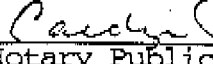
Date of Execution:

3/17/03


YEEHAI LLC
Pam Felix, Member

State of Maryland
County of Montgomery

Subscribed and sworn to before me this 17 day of March, 2003.

CAROLYN BATCHELDER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 1, 2007

Notary Public

TRADEMARK
REEL: 002713 FRAME: 0607

ACCEPTANCE OF ASSIGNMENT

California Tortilla Group, Inc. hereby accepts the Assignment of Trademark No. 1,923,056 by YEEHAI LLC this 17th day of March, 2003.

California Tortilla Group, Inc.

By: 
Robert Phillips, President

State of Maryland
County of Montgomery

Subscribed and sworn to before me this 17 day of March, 2003.


Notary Public

CAROLYN BATCHELDER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 1, 2007

LICENSE ACQUISITION AGREEMENT

AGREEMENT made the 17th day of March, 2003, between YeeHa, LLC of 4862 Cordell Avenue, Bethesda, Maryland 20817 ("Seller"), and California Tortilla Group, Inc. of 7727 Tuckerman Lane, Potomac, Maryland 20854 ("Purchaser").

Recitals

WHEREAS, Purchaser is or will be engaged in the business of franchising, operating and selling retail Mexican style restaurants throughout the world under the trade name of "California Tortilla;" and

WHEREAS, Seller has developed, established, and owns a unique system (the "System") relating to the establishment, development, and operation of a California-Mexican style restaurant which includes specialized restaurant design, signs, menus, recipes, and the like, marketing under the trademarks "California Tortilla Company," "California Tortilla," and the registered trademark California Tortilla Company and design, U.S. Trademark Reg. 1,923,056, owned by Licensor, and such other trade names, trademarks, and services marks as are now designated as part of the System (collectively the "Trademarks"), for use in connection with the establishment, development, and operation of a California-Mexican style restaurant, as well as in connection with related goods and services (hereinafter "the Goods and Services") (collectively sometimes referred to as the "Business"); and

WHEREAS, Purchaser desires to purchase from Seller all of its right, title and interest in the Marks and trade name used in the conduct of such business worldwide (the "Territory") under the terms of this agreement;

NOW, THEREFORE, it is therefore agreed:

1. Assets Sold.

Seller hereby sells to Purchaser all of its right, title and interest in the System, the Trademarks, the Goods and Services (collectively sometimes referred to as the "Business") and the assets relating thereto, including:

- 1.1 The artwork, marketing supplies, marketing rights, advertising contracts, color schemes, restaurant designs, etc. used in marketing and operating the Business;
- 1.2 All rights to the registered trademark California Tortilla Company and design, U.S. Trademark Reg. 1,923,056, owned by Licensor, and such other trade names, trademarks, and services marks as are now designated as part of the

System (collectively the "Trademarks") registered with the United States Patent and Trademark office (USPTO); and

- 1.3 All contracts and commitments in respect to that part of its business, including all rights and benefits under agreements with (a) FTCAT, LLC, (b) ARPS, LLC and (c) CT of Potomac, LLC, including any rights of first refusal, but excluding any obligations or duties thereunder and excluding the right to collect license fees except as otherwise provided herein.

At Closing, Seller will execute and deliver to Purchaser 1) an assignment of the Marks attached as Exhibit A, 2) a bill of sale to the property described in this section, Exhibit B 3) Assignments of the agreements listed in section 1.3 and 4) such documents and assignments as are necessary to effectuate a transfer of the Trademark in the records of the USPTO. Purchaser shall not be liable for any of Seller's debts or obligations. Seller covenants that it will at any time hereafter, at Purchaser's request, execute and deliver all other instruments necessary, in the reasonable opinion of Purchaser's and Seller's counsel, 1) to complete or perfect the transfer of title to the property referred to in this paragraph and 2) to accomplish the employment, management, covenants and contractual modifications contemplated in this Agreement.

2. Rights Granted to Purchaser.

Seller grants to Purchaser the exclusive perpetual right and license to sell, franchise, license or otherwise use the Marks and the name of "California Tortilla" worldwide under the trade name of "California Tortilla," together with the perpetual right and license to use within the Territory all copyrights, trademarks, labels, and other advertising media or devices adopted or used by Seller in connection with the sale of food and restaurants; subject to certain retained rights to Existing Locations as defined herein.

3. Selling Price and Payment.

In consideration for the sale of the property described above and for its exclusive perpetual right to the trade name "California Tortilla" and the other rights described herein, Purchaser will pay to Seller the equity described in Section 4.

4. Equity Interest.

- 4.1 Concomitant with the execution and delivery of this Agreement, Pamela Felix ("Felix") and Alan Cohen ("Cohen") shall each receive a seven and one-half percent (7.5%) equity interest, being fifteen percent (15%) in the aggregate, in each of California Tortilla Group, Inc., and CalTort Corporation.

- 4.2 Purchaser represents and agrees that California Tortilla Group, Inc. has 10,000 shares of common stock, par value \$.01 authorized, of which 4000 shares will be issued and outstanding as a result of the initial offering. Purchaser shall issue to each of Felix and Cohen 300 shares of common stock, being 600 shares in the aggregate, and being fifteen percent (15%) of the issued and outstanding shares.
- 4.3 Purchaser represents and agrees that CalTort Development Corporation has 10,000 shares of common stock, par value \$.01 authorized, of which 4000 shares will be issued and outstanding as a result of the initial offering. Purchaser shall issue to each of Felix and Cohen 300 shares of common stock, being 600 shares in the aggregate, and being fifteen percent (15%) of the issued and outstanding shares.
- 4.4 Concomitant with the execution of this Agreement, Felix, Cohen, Purchaser, and CalTort Corporation (and their shareholders) shall execute the Shareholders Agreement attached hereto as **Exhibit C-1** for California Tortilla Group, Inc., and **Exhibit C-2** for CalTort Corporation.
- 4.5 All principals of Seller shall be bound by restrictive covenants enjoining competition with Purchaser, in the form attached as Exhibit D.

Existing Locations.

- 5.1 All existing agreements between Seller or its principals or subsidiaries, if any, and (1) ARPS, LLC, which operates the Rockville store which agreement is attached as Exhibit E-1, (2) CT of Potomac, LLC which agreement is attached as Exhibit E-2 and (3) FTCAT, LLC which operate its wholly owned Bethesda location at 4862 Cordell Avenue which agreement is attached as Exhibit E-3 (the three of which are hereinafter sometimes referred to as the "Existing Locations") shall remain unaffected by this Agreement, and Seller shall be entitled to receive its license fees for said locations; provided that Seller shall continue to perform its obligations under said agreements. Seller shall provide copies of all existing agreements to Purchaser upon execution of this Agreement.
- 5.2 The agreement between Seller and FTCAT, LLC shall continue in effect until terminated according to its terms, as long as it is continuously operating. If the lease of FTCAT, LLC at its existing Bethesda location is terminated and FTCAT, LLC reopens within six months of its closing, Seller shall retain its existing License Agreement. However, if the Bethesda location closes for

more than six months, any future restaurant in Bethesda shall be franchised by Purchaser under the terms of its then existing **Uniform Franchise Offering Circular** and Seller shall not longer have a right to a restaurant in Bethesda. Purchaser may agree to extend the time period in the event circumstances beyond the control of FTCAT, LLC do not permit the relocation of the Bethesda restaurant within the time period provided.

- 5.3 Agreements E-1 and E-3 provide Purchaser and CalTort Development Corporation with right of first refusal to match any good faith *bona fide* offer which ARPS, LLC or FTCAT, LLC receive. Should Purchaser and CalTort Development Corporation both refuse to exercise their rights of first refusal, the purchaser of either the Bethesda or Rockville store shall be required to execute the most favorable then existing franchise agreement which is being offered to the public and which is subject to the latest **Uniform Franchise Offering Circular**; provided, however, that the fee shall remain at the greater of two per cent (2%) or the then existing "license" fee being collected by Seller, and the fee shall be assigned to Seller. A sale shall only be deemed to have take place in the event more than fifty per cent (50%) of the interests in the Existing Location shall be sold to a person who does not have an interest at the time of the execution fo this Agreement, or has not been a manager for two (2) years preceding the sale, in the Existing Locations on the date of execution of this Agreement. The sale of the Potomac location shall not trigger a termination of its agreement with Seller, but rather that agreement shall continue in full force and effect until it is otherwise terminated as described in this agreement or the license agreement, or by the expiration of its term, or otherwise.
- 5.4 Seller shall have no right to create any new licenses or extend any license beyond the term provided in Exhibits E-1, E-2 and E-3. Purchaser and CalTort Development Corporation shall have a right of first refusal to match any bona fide offer all existing locations. If Purchaser or CalTort Development Corporation exercise their right of first refusal, they agree to pay to Seller two per cent (2%) of gross sales for the duration of the period of the original license agreement for the Existing Location.
- 5.5 In the event Seller fails to perform its duties under any of the Agreements with the Existing Locations, after thirty (30) days notice and opportunity to cure, Purchaser will assume such obligations at that location, only, and Purchaser will receive all of the royalties for the services provided by Purchaser at that location. Seller shall conclusively be deemed to have failed to perform, without notice, in the event Seller voluntarily abandons its duties under said agreements or both Pam Felix and Alan Cohen are outside the Washington, D.C. metropolitan area for more that sixty (60) consecutive

days. At the termination or expiration of initial term of license agreements now in effect for the Existing Locations, all renewal license agreements will be in the form then used by Purchaser, provided however that Seller shall perform all obligations and receive all royalties except as provided in this section 5.

- 5.6 Purchaser, CalTort Development Corporation, Robert Phillips and Keith Goldman will not open a restaurant or allow a franchisee to open a Mexican style restaurant within four (4) miles of an Existing Location ("Restricted Zone") without the express written consent of Pam Felix and Alan Cohen. Pam Felix, Alan Cohen or Seller will not open a Mexican style restaurant 1) while employed by purchaser or for two (2) years thereafter in any state in which Purchaser or CalTort Development Corporation has a franchise or a letter of intent to create a franchise or within which Purchaser is contemplating seeking the ability to sell or create franchises.
- 5.7 In any event, as to all three Existing Locations, in order to keep the concept uniform, Seller agrees to adopt reasonable provisions adopted by Purchaser with regard to all concepts, logos, menus and operating procedures. To that end Seller agrees to reasonably conform to all rules, regulations, operating procedures and menus of Purchaser and hereby delegates to Purchaser the right to enforce violations; provided that the non-conforming activity is not currently existing at the time of execution of this Agreement. Purchaser agrees to "grandfather in" existing non-conforming activities as to the three Existing Locations as long as they are operated by the Licensees operating the restaurants at the time of the execution of this Agreement.

Operations.

- 6.1 Robert Phillips, Keith Goldman, Pam Felix and Alan Cohen shall become employees of the Purchaser and shall execute restrictive covenants preventing competition with Purchaser and its related companies, except for currently existing activities. Individual areas of responsibility will be determined and work performed by the individuals will be compensated by a salary determined between the Board and the employee.
- 6.2 Either Pam Felix or Alan Cohen shall be elected to the Board of Directors of Purchaser and CalTort Development Corporation, which shall initially consist of five (5) members.
- 6.3 Those persons listed in Section 6(a), shall execute non-competition agreements. Seller shall make a good faith attempt to have management personnel at the Existing Locations execute a similar document.

7. Representations of Seller.

- 7.1 Seller warrants that the agreements attached hereto as Exhibits E-1, E-2 and E-3 are the validly existing agreements for the Existing Locations. Seller further warrants that they will not amend or modify such agreements without the express written consent of Purchaser.
- 7.2 All existing agreements with Existing Locations currently in place at the signing of this letter will remain in effect in accordance with their terms.
- 7.3 Seller agrees to obtain Purchaser's express written permission before allowing any deviation from existing practices at each of the Existing Locations. Seller further agrees to obtain Purchaser's express written consent prior to altering any existing practice at the Existing Locations, except to the extent such alteration brings the Existing Location into compliance with Purchaser's then existing franchise policies and procedures.
- 7.4 Seller agrees to enforce all License violations or defer all License responsibilities to Purchaser at Seller's costs. Seller agrees to reimburse Purchaser for all costs involved in defending the Marks from actions of their Licensees.
- 7.5 Seller agrees that it may not issue any new Licenses.

8. Trade Name.

- 8.1 So long as Purchaser is not in default under this agreement, Seller shall assist Purchaser to maintain in full force and effect Federal and other registrations of the Trade Name, which shall be defended and protected at Purchaser's expense, subject only to actions of Seller's Licensees, which shall be at Seller's expense. If Seller for any reason fails to do so, Purchaser may take any necessary action and pay any necessary amounts to maintain such trade name for and in Purchaser's name and may deduct all extra costs incurred without Seller's cooperation and may deduct such amounts from subsequent purchase installments. Seller shall be totally responsible for all costs involved in protecting the trademarks and licenses from actions of Seller's Licensees.

9. Indemnification.

- 9.1 **Indemnification by Seller.** Seller shall indemnify, defend, and hold harmless Purchaser and CalTort Corporation from any and all claims, causes of action, demands, suits, judgments, obligations, liabilities, or costs (including

reasonable attorneys' fees) arising out of or connected with:

- (a) Breach of this Agreement by Seller; or
- (b) Restaurants operated by Seller in the Restricted Zone.

9.2 Indemnification by Purchaser and CalTort Corporation. Purchaser and CalTort Corporation shall indemnify, defend, and hold harmless Seller from any and all claims, causes of action, demands, suits, judgments, obligations, liabilities, or costs (including reasonable attorneys' fees) arising out of or connected with:

- (a) Breach of this Agreement by Purchaser and/or CalTort Corporation; or
- (b) Restaurants operated by Purchaser and/or CalTort Corporation.

9.3 Third Party Claims. The obligations and liabilities of the parties hereto with respect to their indemnities pursuant to this Paragraph 9 resulting from any Third Party Claim shall be subject to the following terms and conditions:

- (a) The party seeking indemnification (the "Indemnified Party") must give the other party (the "Indemnifying Party"), notice of any Third Party Claim which is asserted against, resulting to, imposed upon or incurred by the Indemnified Party and which may give rise to liability of the Indemnifying Party pursuant to this Paragraph 9, stating (to the extent known or reasonably anticipated) the nature and basis of such Third Party Claim and the amount thereof; provided that the failure to give such notice shall not affect the rights of the Indemnified Party hereunder except to the extent (i) that the Indemnifying Party shall have suffered actual material damage by reason of such failure, or (ii) such failure or delay materially adversely affects the ability of the Indemnifying Party to defend, settle or compromise such Third Party Claim.
- (b) Subject to Paragraph 9.3(c) below, if the Indemnifying Party assumes responsibility for Losses arising out of such Third Party Claim, then the Indemnifying Party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense of such Third Party Claim at the Indemnifying Party's risk and expense. In such event, the Indemnified Party may monitor the defense, as set forth in subparagraph (c) below, at its sole cost and expense, but the Indemnifying Party shall not be responsible for the Indemnified Party's attorneys' fees and costs.

- (c) In the event that (i) the Indemnifying Party shall elect not to undertake such defense, (ii) within a reasonable time after notice from the Indemnified Party of any such Third Party Claim, the Indemnifying Party shall fail to undertake to defend such Third Party Claim, (iii) there is a reasonable probability that such Third Party Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, or (iv) there is a reasonable probability that the amount of Losses asserted under such Third Party Claim may exceed the Indemnifying Party's obligations under this Paragraph 9, then the Indemnified Party (upon further written notice to the Indemnifying Party) shall have the right to undertake the defense, compromise or settlement of such Third Party Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the Indemnifying Party. In the event that the Indemnified Party undertakes the defense of a Third Party Claim under this Paragraph 9.3(c), the Indemnifying Party shall pay to the Indemnified Party, in addition to the other sums required to be paid hereunder, the reasonable costs and expenses incurred by the Indemnified Party in connection with such defense, compromise or settlement as and when such costs and expenses are so incurred. If there is an indebtedness owed from one party to another and obligations arise which are the subject of this indemnification section, then the amount due can be offset from any other monies due the other party, without causing a default in the other obligation.

Anything in this Paragraph 9.4 to the contrary notwithstanding, (i) neither Party shall, without the other party's written consent (which consent shall not be unreasonably withheld or delayed), settle or compromise such Third Party Claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such Third Party Claim in form and substance satisfactory to the Indemnified Party; (ii) in the event that a party hereto undertakes defense of such Third Party Claim in accordance with this Paragraph 9.4, the other parties, by counsel or other representative of their own choosing and at their sole cost and expense, shall have the right to participate in the defense, compromise or settlement thereof and each party and its counsel and other representatives shall cooperate with the other party and its counsel and representatives in connection therewith; and (iii) the party that undertakes the defense of such Third Party Claim in accordance with this Paragraph 9.4, shall have an obligation to keep the other parties informed of the status of the defense of such Third Party Claim and furnish the other parties with all documents, instruments and information that the other parties shall reasonably request in connection

therewith.

10. Miscellaneous

- 10.1 No Obligation.** None of the terms, conditions, or provisions of this agreement, including the provisions for the payment of purchase installments, shall be construed to create a partnership or joint venture between the parties, or to obligate Purchaser to pay Seller's debts, defaults, obligations, or losses.
- 10.2 Binding.** This agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.
- 10.3 Notice.** Any notice required or permitted to be given under this Agreement shall be given in writing and sent by (i) certified mail or (ii) by a recognized overnight delivery service (e.g., Federal Express) to the address of the party set forth herein, unless that party shall give notice of a different address. The date of notice shall be the earlier to occur of (i) actual receipt or (iii) two (2) days after the date of mailing. Any party may change its notice address by notice to the other party. Any notices under this Agreement shall also be delivered to:

If to Seller: YEEHAI, L.L.C.
4862 Cordell Avenue
Bethesda, Maryland 20814

With a copy to: Andrew B. Golkow, Esq.
Rees, Broome & Diaz, P.C.
8133 Leesburg Pike, Ninth Floor
Vienna, Virginia 22182

If to Purchaser: California Tortilla Group, Inc.
7727 Tuckerman Lane
Potomac, Maryland 20854

With a copy to: Jeffrey M. Axelson, Esq.
VanGrack, Axelson, Williamowsky,
Bender & Fishman, PC
110 North Washington Street, 5th Floor
Rockville, Maryland 20850

Notwithstanding the foregoing, no notice shall be deemed ineffective for

failure to comply with the foregoing if either (i) the party for whom the notice was intended admits to its receipt, or (ii) actual receipt is otherwise proven by competent evidence.

- 10.4 Waiver of Breach.** Any waiver by any party hereto of a breach of any of the provisions of this Agreement by any other party shall not operate or be construed as a waiver by the other parties of any of the rights and privileges of said parties hereunder or of any subsequent breach.
- 10.5 Controlling Law/Forum.** This Agreement shall be interpreted, administered, and enforced in accordance with the laws of the State of Maryland (exclusive of its conflict of laws rules). Any claim or cause of action of any kind arising out of or connected with this Agreement shall be adjudicated solely and exclusively in either the U.S. District Court for the District of Maryland, or the Circuit or District Court of Montgomery County, Maryland. Each party consents to the jurisdiction of such courts for this purpose, and waives any objection to the personal jurisdiction or venue thereof, including forum non-conveniens. Notwithstanding the foregoing, a judgment obtained in the State of Maryland may be enforced in any other state, district, or territory.
- 10.6 Attorneys' Fees and Costs.** In the event of any litigation, whether at law or at equity, to interpret or enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs from the non-prevailing party.
- 10.7 No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement, expressed or implied, except for CalTort Development Corporation.
- 10.8 Construction.** The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. Each party has participated fully and equally in the negotiation and drafting of this Agreement. The parties expressly agree that the principle of contract interpretation that ambiguities are construed against the drafting party shall not apply.
- 10.9 Force Majeure.** Neither party shall be responsible for delays or failure of performance (other than the failure to make any payment when due) resulting from acts beyond the reasonable control of such party, including but not limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes and other natural disasters.

- 10.10 Survival of Certain Provisions.** The payment, indemnification, restrictive covenants and confidentiality obligations shall survive termination of this Agreement and may be enforced by either party for any reason at any time.
- 10.11 Headings.** The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon any of the provisions of this Agreement.
- 10.12 All Amendments in Writing.** No provisions in either party's purchase orders, or in any other business forms employed by either party, will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by a duly authorized representative of each party to this Agreement.
- 10.13 Entire Agreement.** The parties have read this Agreement and agree to be bound by its terms. This Agreement constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between the parties relating to this Agreement and to the subject matter hereof.
- 10.14 Severability.** If any provision of this Agreement is held to be unenforceable, such provision shall be considered to be distinct and several from the other provisions of this Agreement, and such unenforceability shall not affect the validity and enforceability of the remaining provisions. If any provision of this Agreement is held to be unenforceable as written but may be made enforceable by limitation, then such provision shall be enforceable to the maximum extent permitted by applicable law.
- 10.15. Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have signed this agreement as of the date first above written.

SELLER


Yeeka, LLC




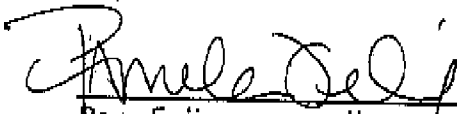
By Pam Felix, Managing Member

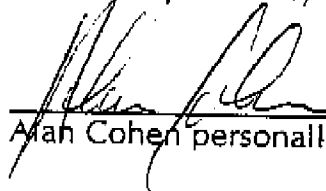
PURCHASER
California Tortilla Group, Inc.

By: 
Robert Phillips, President


Robert Phillips personally as to Section 6


Keith Goldman personally as to Section 6


Pam Felix personally as to Section 6


Alan Cohen personally as to Section 6

CalTort Development Corporation
as to Sections 4, 5, 6, 9

By: 
Robert Phillips, President

State of Maryland
County of Montgomery

Subscribed and sworn to before me this 17th day of March, 2003.


Notary Public

CAROLYN BATCHELDER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 1, 2007