

**CHEF PARTICIPATION AGREEMENT
FLAVORS OF BRAZIL EVENT AT THE FRENCH CULINARY INSTITUTE
ON JUNE 1ST, 2011**

This Agreement is made on March 29th, 2011 between Brazilian Specialty Foods, Inc. with its office at 8012 Grand Ave. North Bergen, NJ 07047 herein after referred to as "BSF", and Chef Jacques Gautier with its principal place of business 652, Union St., Brooklyn, NY 11215 hereinafter referred to as "CHEF". Gourmet Latino, Inc. with its office at 58 Garfield Pl. Suite #2 Brooklyn, NY 11215 herein after referred to as "GL" appears as the liaison between the parties.

In consideration of any agreement concerning the proposed event taking place at the French Culinary Institute on June 1, 2011.

1. CHEF agrees to plan and develop cooking Demo for 100 people at the French Culinary Institute.
2. CHEF will develop 4 recipes for 2 types of Brazilian fish to be served:
PIRARUCU – Brazilian cod and PINTADO - Brazilian bass. Recipes and Demo content must be approved by BSF and GL. Recipes must be presented no later than April 22.
3. All the expenses related to planning and preparation of recipe previous to the event must be covered by the CHEF. BSF will only provide the fish for such pre-planning phase to the event.
4. GL will establish contact between CHEF and the FCI Chef in charge of demos, so they can plan and coordinate all event logistics and needs prior to the event.
5. CHEF agrees to be at FCI at 2:00 PM on June 1st. The event will start at 3:30 PM.
6. BSF will cover the costs of all the ingredients for the event's demo. CHEF must provide a list of all necessary ingredients and required budget and should be submitted to BSF no later than April 22 for approval. CHEF will be responsible for placing food order for demo via his restaurant, and supplying invoices at cost for reimbursement.
7. BSF will film and photograph the event. CHEF authorizes the use of its photos and videos, as well as mention of his name and restaurant on BSF and GL materials and websites for promotional and/or marketing purposes.
8. Compensation - BSF will compensate the chef with \$ 1,000.00 which will be paid as follows:
50% when signing this agreement and 50% the day of the event.

CHEF will provide his own assistant chef if required. FCI will provide 4 Assistant Chefs, 1 Captain, 4 Assistant Staff.

9. This Agreement is governed by the internal laws of the State of New York and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Jeff Santos/Brazilian Specialty Foods, Inc.

Agreed and Accepted By: _____

Print Name: _____

Title: _____

Date: _____

Chef Jacques Gautier/Palo Santo Restaurant

Agreed and Accepted By: _____

Print Name: _____

Title: _____

Date: _____