

EXHIBIT "C"
MULTI-UNIT DEVELOPMENT AGREEMENT

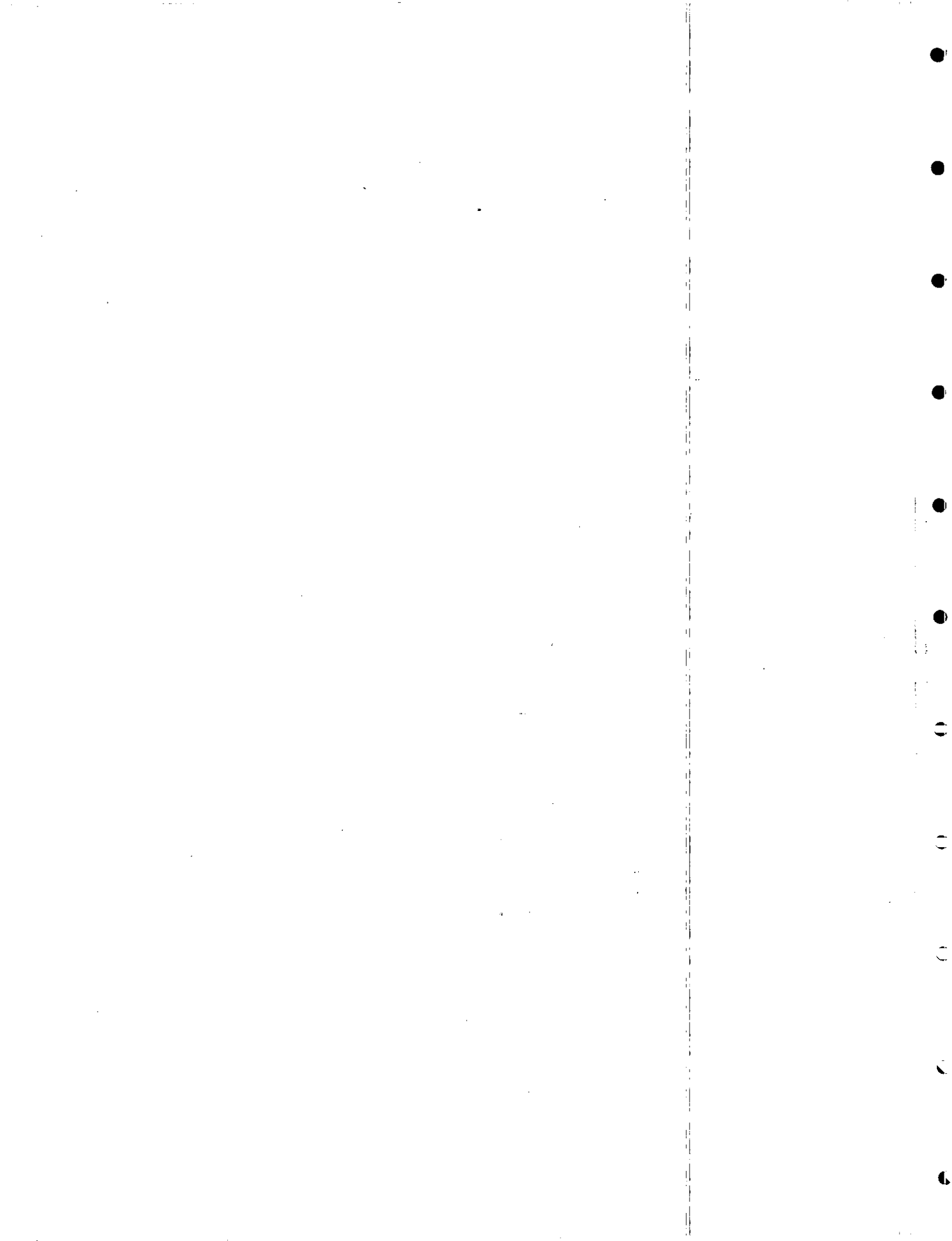
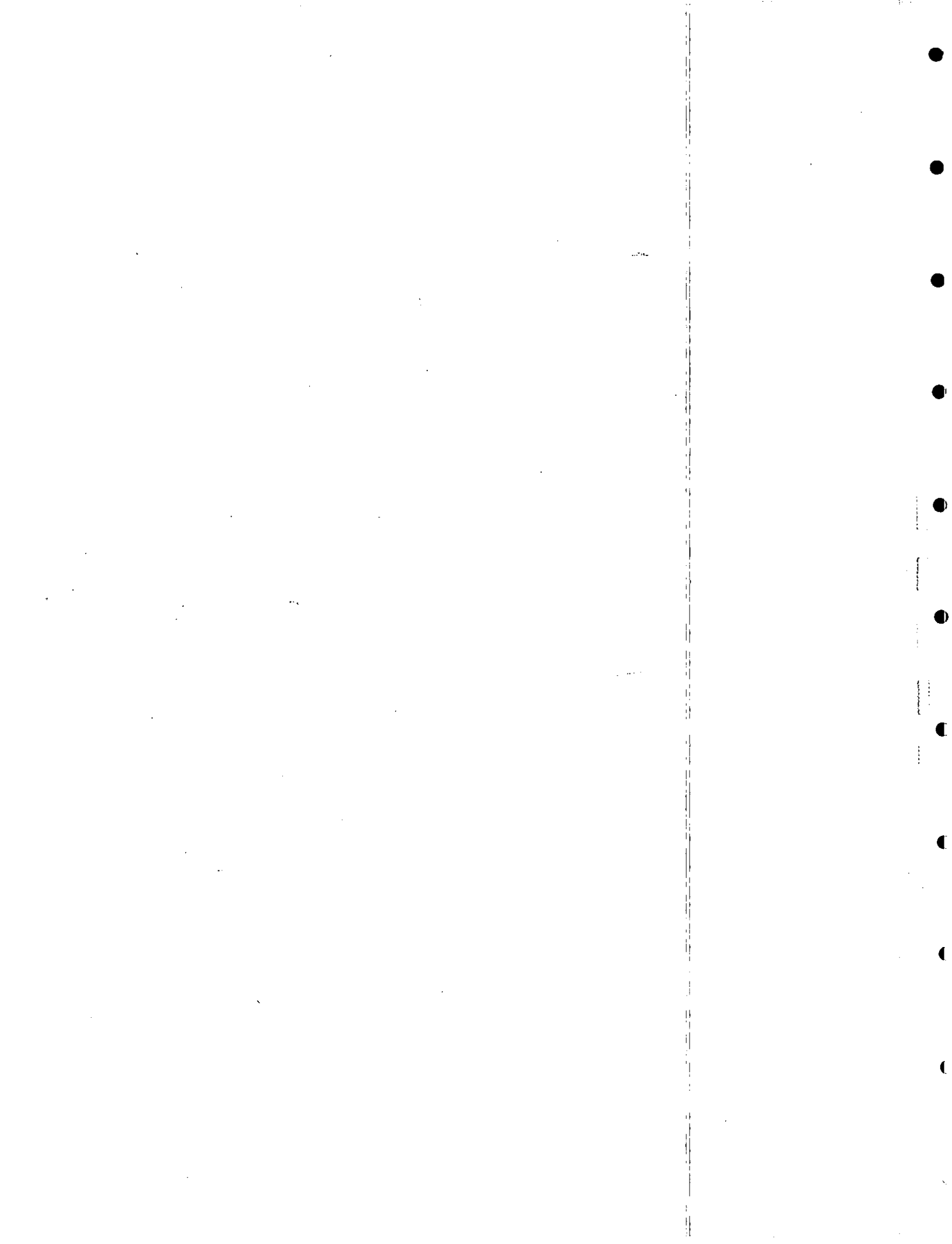


TABLE OF CONTENTS

Section	Page
Summary Pages	i
Glossary	iii
1. Grant	1
2. Franchise Fees	1
3. Multi-Unit Developer Organization and Capital Structure	1
4. Site Selection and Manner for Exercising Multi-Unit Development Rights	2
5. Term and First Option Rights	3
6. Duties of Multi-Unit Developer	3
7. Confidential Information	3
8. Transfer	3
9. Default	5
10. Covenants	7
11. Taxes, Permits, and indebtedness	8
12. Indemnification and Independent Contractor Status	8
13. Written Approvals, Waivers and Amendment	8
14. Enforcement	8
15. Notices	9
16. Governing Law	9
17. Severability and Construction	9
18. Acknowledgments	10
Guaranty of Multi-Unit Development Agreement	
Schedule 1	
Schedule 2	
Schedule 3	



BIG O TIRES, INC.
Multi-Unit Development Agreement
Summary Pages

Date: _____

These pages summarize the attached Multi-Unit Development Agreement, the details of which shall control in the event of any conflict.

1. Multi-Unit Developer
Name: _____
Address: _____
Phone: _____
2. Multi-Unit Developer's Operator
Name: _____
Address: _____
Phone: _____
3. Total Number of Stores to be Developed: _____
4. Franchise Fee: _____
First Store: _____
Second Store: _____
Third Store: _____
Fourth Store: _____
Fifth Store: _____
Total: _____
Each Subsequent Store: _____
5. Effective Date: _____
6. Expiration Date: _____
7. Big O's Agent for Service of Process:
CT Corporation
1675 Broadway, Suite 1200
Denver, Colorado 80290

8. Multi-Unit Developer's Agent for Service of Process:

Name: _____
Address: _____
Phone: _____

9. Send Notices to Big O c/o:
General Counsel
Big O Tires, Inc.
12650 East Briarwood Avenue, Suite 2-D
Centennial, Colorado 80112
(303) 728-5500

10. Send Notices to Multi-Unit Developer c/o:

Name: _____
Address: _____
Phone: _____

11. Multi-Unit Developer's Advisor

Name: _____
Address: _____
Phone: _____

12. Name(s), address(es) and phone number(s) of facilities not subject to Section 10(a)(ii):

Name: _____
Address: _____
Phone: _____

13. Special Stipulations:

GLOSSARY (in alphabetical order)

Affiliate - Includes each Entity, which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Big O or Multi-Unit Developer, as applicable. Without limiting the foregoing, the term "Affiliate" when used herein in connection with Multi-Unit Developer includes any Entity more than fifty percent (50%) of whose Equity or voting control, is held by person(s) or Entities who, jointly, or severally, hold more than fifty percent (50%) of the Equity or voting control of Multi-Unit Developer.

Agreement - This Agreement, the Summary Pages and all Schedules hereto.

Assigned Area - The territory described on Schedule 2 within which Multi-Unit Developer is granted the exclusive right and duty to develop and open Stores during the term of this Multi-Unit Development Agreement.

Big O or Franchisor - Big O Tires, Inc.

Big O Brand Tires - Tires carrying the "Big O" label, as well as the Prestige, Pathmax and Fulda brands and any other brand(s) Big O subsequently includes in its Big O Brand Tires as part of its marketing programs.

Big O Store or Store - A retail store operated under the Licensed Marks and pursuant to the Big O System.

Big O System or System - The plan and system developed by Big O relating to the complete operation of Stores, which are authorized to sell Products and Services which includes some or all of the following: site selection as required, site approval, Store layout and design, product selection and display, purchasing and inventory control forms, accounting forms, merchandising, advertising, sales and promotional ideas, Franchisee training, personnel training and other matters relating to the efficient operation and supervision of those Stores and the maintenance of uniform quality standards.

Blue Book - See the definition of "Manual".

Commencement Date - The date upon which a Store opens for business or, in the event of transfer or conversion, the date designated by Big O Tires, Inc.

Development Schedule - The timetable for opening new Stores pursuant to the Multi-Unit Development Agreement as set forth on Schedule 1.

Effective Date - The date upon which the Multi-Unit Development Agreement has been executed in full by both the Multi-Unit Developer and Big O.

Entity - Any limited liability company or partnership, general or limited, each of which shall be referred to as a "partnership", and any trust, association, corporation or other entity, which is not an individual.

Equity - Stock; membership interests; partnership interests; or other equity ownership interest in a Multi-Unit Developer which is an Entity.

Expiration Date - The date on which the initial term or any subsequent term of the Multi-Unit Development Agreement expires.

Franchise - The rights granted by the Big O Franchise Agreement.

Franchised Business - The business of operating a Big O Store pursuant to a license granted by Big O which utilizes the Licensed Marks and the Big O System.

Franchisee - The individual(s), or Entity to which a Franchise is granted. Depending on the context of this Agreement, the term Franchisee may include the Owners or guarantors of an Entity Franchisee.

Information - The contents of the Manual or any other manual, computer software, materials, goods, training module and any other proprietary information and information created or used by Big O designated for confidential use within the Big O System, the information contained therein and passwords or other means of access to any of the foregoing.

Licensed Marks - The trademarks and trade names, service marks and associated logos and symbols which Big O may from time to time authorize or direct a Franchisee to use and display in connection with the operation and promotion of the Franchised Business, including, but not limited to, those enumerated on Schedule 6 of the Big O Franchise Agreement.

Manual - The various written, electronic, audio and video instructions and manuals, including amendments thereto relating to the operation of the Franchised Business which are provided to a Franchisee by Big O and identified as such, including but not limited to *A Blueprint For Success*, also known as the "Blue Book", Big O's Franchise Compliance and Procedures Manual, (which is likely to be retired in 2006), Big O's Steps for Success, Big O's Franchise Policies & Standards Manual - Best Practices, any training tapes, guides and any training module or any other proprietary information and other materials stating Big O's standards, policies, procedures, technical bulletins or other information.

Multi-Unit Developer's Operator or Operator - The individual approved by Big O who shall be responsible for Multi-Unit Developer's obligations arising from the Multi-Unit Development Agreement.

Operator - The individual approved by Big O who shall be responsible for the operation of a Franchised Business.

Option - Big O's right to purchase the interest being offered by Multi-Unit Developer or any Owner by matching the bona fide monetary purchase price and payment schedule terms less any brokerage commission (without having to match any other non-monetary terms) of the proposed transfer.

Owner - Any partner, limited partner, member, shareholder, individual or sole proprietor, trustee, or any other person possessing a legal or beneficial interest or holding Equity of any kind or nature in a Multi-Unit Developer or a Franchisee which is an Entity or sole proprietorship.

Premises - The site from which a Franchised Business operates.

Products and Services - All tires (including but not limited to Big O Brand Tires), products and services produced, organized or distributed under a license granted by Big O, which are now or hereafter approved or designated by Big O for sale or lease in Stores.

Promotional Bonus - Funds which Big O will spend for advertising Stores opened by Multi-Unit Developer within the Assigned Area within twelve (12) months of the Effective Date of this Multi-Unit Development Agreement. The Promotional Bonus will equal an amount not to exceed Five Thousand Dollars (\$5,000) for each such Store. The exact amount will be determined by Big O's board of directors. The Multi-Unit Developer will be entitled to a Promotional Bonus, if at all, after the opening of the third such Store. The Promotional Bonus will be spent by Big O pursuant to a mutually agreed upon advertising plan, which shall be prepared by Big O, and coordinated with Multi-Unit Developer within twelve months of the opening of the third Store pursuant to this Multi-Unit Development Agreement. The Promotional Bonus will be paid directly to providers of advertising and related services, not to Multi-Unit Developer.

Site Approval Application - A request from Multi-Unit Developer that Big O approve a site for a Store. The Site Approval Application must contain all information required by Big O from time to time and must be in the format prescribed by Big O.

Store - A retail outlet operated pursuant to the Big O System.

Summary Pages - The pages of this Agreement, beginning on Page i and ending on Page ii, that summarize stipulated provisions of this Agreement.

Survivor - A surviving spouse or heir of the estate of any deceased Multi-Unit Developer or Owner of a Multi-Unit Developer.

Termination Date - The date upon which this Agreement is canceled or ended by Big O or Multi-Unit Developer in accordance with the terms of this Agreement.

Trade Dress - Any shop or architectural designs, fixtures, improvements, signs, color schemes or other elements of the appearance of the Store which in any manner suggest affiliation of the Store or Premises with Big O, or the System.

Transfer - To give away, sell, assign, pledge, lease, sublease, devise, license, sublicense or otherwise transfer, either directly or by operation of law or in any other manner: this Multi-Unit Development Agreement, any Multi-Unit Developer's rights or obligations thereunder, any interest or Equity in Multi-Unit Developer or a substantial portion of Multi-Unit Developer's assets used in connection with this Agreement. In the case of a Multi-Unit Developer which is an Entity, any merger, reorganization, recapitalization or consolidation involving Multi-Unit Developer or the issuance of additional securities representing Equity in Multi-Unit Developer, shall also be deemed to be a "Transfer" for purposes of this Agreement.

**BIG O TIRES, INC.
MULTI-UNIT DEVELOPMENT AGREEMENT**

This Multi-Unit Development Agreement ("Agreement") is made and entered into _____, 20___, between Big O Tires, Inc., 12650 East Briarwood Avenue, Suite 2-D, Centennial, Colorado 80112, a Nevada corporation ("Big O"), and _____ ("Multi-Unit Developer").

Multi-Unit Developer wishes to obtain certain rights to develop and operate Big O Stores under the Big O System in the Assigned Area described on Schedule 2 of this Multi-Unit Development Agreement.

The parties, in consideration of the undertakings and commitments of each party set forth herein, hereby agree as follows:

1. GRANT

(a) Big O hereby grants to Multi-Unit Developer, pursuant to the terms and conditions of this Multi-Unit Development Agreement, development rights to obtain Franchises to establish and operate the number of Stores set forth on the Summary Page at specific locations which will be designated in separate Big O Franchise Agreements pursuant to the timetable set forth on the Development Schedule described on Schedule 1. Each Store to be developed hereunder shall be located in the Assigned Area described on Schedule 2.

Big O will only execute Franchise Agreements for individual sites (i) if Multi-Unit Developer is also the Franchisee or (ii) if Multi-Unit Developer has the right to exercise, and does exercise operational control over the Store, and has a controlling (over 50%) interest in the Entity granted the Franchise, or (iii) if the same individual or Entity that has the right to exercise, and does exercise operational control over the Multi-Unit Developer and has a controlling interest (over 50%) in the Multi-Unit Developer also has the right to exercise, and does exercise operational control over the Store, and has a controlling (over 50%) interest in the Entity granted the Franchise (the "Ownership Requirement").

(b) Except as otherwise provided herein Big O shall not establish, nor shall it grant to any one other than Multi-Unit Developer the right to establish, any Store in the Assigned Area during the term of this Multi-Unit Development Agreement.

(c) This Multi-Unit Development Agreement is not a Franchise Agreement, and does not grant to Multi-Unit Developer any right to use the Licensed Marks or the System.

(d) Multi-Unit Developer shall have no right under this Multi-Unit Development Agreement and has no right under any other agreements to license others or grant franchises to others under the Licensed Marks or the Big O System.

2. FRANCHISE FEES

In consideration of the execution of this Multi-Unit Development Agreement and the execution of the franchise agreements contemplated by this Multi-Unit Development Agreement, Multi-Unit Developer shall pay Big O a franchise fee for each Franchise granted pursuant to this Multi-Unit Development Agreement in the amount set forth on the Summary Pages; provided that the amounts set forth in the Summary Pages shall apply only to single Store Franchises for which the franchisee meets the Ownership Requirement. For single Store Franchises that do not meet the Ownership Requirement, the franchise fee shall be the same as the franchise fee for the first Store as set forth on the Summary Pages. The franchise fee is payable as follows: (i) one half of the total of the franchise fees set forth on the Summary Pages due upon execution of this Multi-Unit Development Agreement; and (ii) the remainder is due upon execution of each franchise agreement. Multi-Unit Developer acknowledges that all such franchise fees are fully earned by Big O upon its receipt, and are not refundable. If the Multi-Unit Developer meets the Ownership Requirement for a particular Franchise at the time it enters the Franchise Agreement but ceases to meet the Ownership Requirement for that particular Franchise within two years after the date of such Franchise Agreement, the Franchisee for that particular Franchise must pay Big O at the time it no longer meets the Ownership Requirement the difference between the franchise fee paid for the first Store and the franchise fee paid for such particular Store.

3. MULTI-UNIT DEVELOPER ORGANIZATION AND CAPITAL STRUCTURE

Multi-Unit Developer shall at all times during the term of this Multi-Unit Development Agreement be in compliance with the following requirements:

(a) Multi-Unit Developer shall be organized and validly existing in good standing under the laws of the state in which it is formed or incorporated;

(b) Multi-Unit Developer shall be qualified to do business in all states in which its business activities or the nature of the Stores owned or operated by it requires such qualification;

(c) Multi-Unit Developer, if an Entity, shall be organized and operated solely for the purpose of developing, owning and operating Stores; and

(d) Multi-Unit Developer shall identify all of its Owners (including but not limited to all owners of record and all beneficial owners of any class of securities of or interests in Multi-Unit Developer) on Schedule 2 to this Multi-Unit Development Agreement.

4. SITE SELECTION AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

(a) Multi-Unit Developer must obtain the written approval of Big O for each new Franchise and for the site of each Store to be developed under this Agreement:

(i) Multi-Unit Developer must complete a new franchise application for each new Franchise to be developed under this Agreement.

(ii) Multi-Unit Developer shall propose sites for approval by Big O on forms and in the manner designated from time to time by Big O. A site shall only be submitted to Big O after Multi-Unit Developer has carefully evaluated the site, and determined that it meets Big O's then current criteria for sites which Big O has communicated to Multi-Unit Developer. Multi-Unit Developer shall be responsible for obtaining Big O's then current site criteria prior to submitting a Site Approval Application. Big O shall review the Site Approval Application and, within thirty (30) days of Big O's receipt thereof, Big O shall approve or reject the proposed site. Upon request by Multi-Unit Developer, Big O shall provide reasonable site selection assistance and counseling to Multi-Unit Developer; provided, however this in no way relieves Multi-Unit Developer of its responsibility to open Stores in accordance with the Development Schedule.

(b) Big O will grant site approval in two (2) stages, preliminary approval shall be conditioned upon Big O's receipt of:

(i) a completed Site Approval Application;

(ii) a completed site evaluation package as prescribed by Big O from time to time; and

(iii) a copy of a proposed lease or purchase contract. Because preliminary approval does not constitute final approval to grant a Franchise for the proposed location, Big O strongly recommends that any lease or purchase contract executed by Multi-Unit Developer contain language conditioning its effectiveness upon final approval by Big O.

(c) Unless otherwise prescribed in writing by Big O, final approval of each new Franchise and final site approval will be conditioned on Big O's receipt of:

(i) evidence of Multi-Unit Developer's ownership, lease or control of the property in such form as Big O, in its sole discretion, shall deem to be acceptable including, without limitation, a deed to the property, an executed contract to purchase the property, a lease with a duration of no less than ten (10) years, or an option to purchase the property. Big O may insist that any leases negotiated between Multi-Unit Developer and Multi-Unit Developer's lessor include lease assignment language substantially similar to that contained on Schedule 3 to this Multi-Unit Development Agreement;

(ii) two (2) copies of an executed Franchise Agreement and any related documents prescribed or required by Big O;

(iii) the portion of the applicable initial franchise fee specified in the applicable Franchise Agreement;

(iv) such other information as Big O may reasonably require;

(v) documentation satisfactory to Big O that each of the Multi-Unit Developer's Stores are sufficiently profitable (as determined by Big O in its sole discretion); is current in paying amounts owed to Big O and other vendors; and is in material compliance with its Franchise Agreement; and

(vi) documentation satisfactory to Big O that Multi-Unit Developer has a trained and competent Operator for the proposed Store.

(d) Recognizing that time is of the essence, Multi-Unit Developer agrees promptly to satisfy the Development Schedule.

(e) Multi-Unit Developer may not commence business operations at any Store without Big O's prior written authorization.

5. TERM AND FIRST OPTION RIGHTS

(a) Unless sooner terminated in accordance with the terms of this Multi-Unit Development Agreement, this Multi-Unit Development Agreement and all rights granted hereunder, including any first option rights set forth in Section 5(b) shall expire on the Expiration Date set forth on the Summary Pages.

(b) If Multi-Unit Developer completes the Development Schedule in a timely manner and is in compliance with all terms and conditions of all Franchise and Multi-Unit Development Agreements between Multi-Unit Developer and Big O, then if Big O proposes to grant a Franchise for, or to establish one or more additional Stores in the Assigned Area at any time after the Commencement Date of the final Store opened pursuant to the Development Schedule and during the remainder of the term hereof, Multi-Unit Developer shall have a first option to enter into a Multi-Unit Development Agreement and/or Franchise Agreement to establish such additional Stores as Big O proposes from time to time for such further development. In that event, Big O shall submit to Multi-Unit Developer the form of Multi-Unit Development Agreement or Franchise Agreement which Big O proposes to offer, or, if Big O proposes to establish a Store itself, Big O's then current form of Franchise Agreement; and Multi-Unit Developer shall have twenty (20) days after receipt to execute and return to Big O the Multi-Unit Development Agreement (together with payment of the full applicable development fee and applicable portion of the franchise fees) and/or Franchise Agreement (together with payment of the full applicable franchise fee).

(c) If Multi-Unit Developer ever fails to exercise such first option, Big O may thereafter establish additional Stores itself or grant franchises to others for Stores in the Assigned Area, and Multi-Unit Developer shall have no further rights whatsoever to develop Stores in the Assigned Area.

6. DUTIES OF MULTI-UNIT DEVELOPER

(a) Multi-Unit Developer shall comply with all terms and conditions set forth in this Multi-Unit Development Agreement.

(b) Multi-Unit Developer shall designate an individual to serve as the Operator of Multi-Unit Developer, who must be approved by Big O.

(c) Multi-Unit Developer's Operator shall successfully complete the Initial Multi-Unit Developer training program offered by Big O. If Multi-Unit Developer's Operator has not previously done so, he also shall complete to Big O's satisfaction, the initial training required of Franchisees' Operators.

(d) Multi-Unit Developer shall provide to Big O such financial information as Big O may reasonably request concerning Multi-Unit Developer and any Owners, subsidiaries or affiliates of Multi-Unit Developer which own, directly or indirectly, any interest in Multi-Unit Developer or in any Store.

(e) Multi-Unit Developer shall provide Big O with an unaudited year-end statement of profit or loss and a balance sheet prepared in accordance with generally accepted accounting principles or in any other form acceptable to Big O within ninety (90) days following the end of the Multi-Unit Developer's fiscal year.

7. CONFIDENTIAL INFORMATION

(a) Multi-Unit Developer shall not, during the term of this Multi-Unit Development Agreement or thereafter, communicate, divulge, provide access to, or use for the benefit of any other person, persons, partnership, association, or corporation any knowledge or know-how concerning the methods of operation of the System or other Information which may be communicated to Multi-Unit Developer or of which Multi-Unit Developer may be apprised by virtue of Multi-Unit Developer's operation under the terms of this Agreement or other agreements entered into with Big O. Multi-Unit Developer shall divulge such Information only to such of its employees as must have access to Information to carry out the requirements of this Multi-Unit Development Agreement, and Multi-Unit Developer shall take such precautions as Big O deems necessary to ensure that Multi-Unit Developer's employees retain such information in confidence, which may include requiring Multi-Unit Developer's Operator and other employees to execute non-disclosure agreements in a form prescribed by Big O. Any and all Information, knowledge, know-how, and techniques which Big O designates as confidential shall be deemed confidential for the purposes of this Multi-Unit Development Agreement, except information which Multi-Unit Developer can demonstrate came to its attention prior to disclosure thereof by Big O; or which, at the time of disclosure by Big O to Multi-Unit Developer, had become a part of the public domain, through publication or communication by others; or which, after disclosure to Multi-Unit Developer by Big O, becomes a part of the public domain, through publication or communication by others.

(b) Multi-Unit Developer acknowledges that any failure to comply with the requirements of this Section 7 will cause irreparable injury to Big O, and Multi-Unit Developer agrees to pay all court costs and reasonable attorney's fees incurred by Big O in obtaining specific performance of, or an injunction against the violation of, the requirements of this Section 7.

8. TRANSFER

(a) This Multi-Unit Development Agreement and all rights and duties hereunder may be freely assigned or transferred by or to Big O and shall be binding upon and inure to the benefit of Big O's successors and assigns.

(b) Because Big O or someone known to Big O may be interested in purchasing Multi-Unit Developer's development rights or an interest therein, if Multi-Unit Developer decides to make a Transfer, Multi-Unit Developer agrees to offer Big O in writing to make the Transfer to Big O and describe the terms under which Multi-Unit Developer offers to make such a Transfer. If Big O has not offered to purchase what Multi-Unit Developer has offered to Transfer to Big O within the thirty (30) days after Big O receives the notice from Multi-Unit Developer, Multi-Unit Developer may then offer to make a Transfer to third parties on the same or not more favorable terms and conditions as were offered to Big O. If Multi-Unit Developer does not consummate in accordance with the terms offered to Big O the Transfer within six (6) months after Multi-Unit Developer gives notice of the Transfer to Big O, Multi-Unit Developer shall not make the Transfer without again first offering the Transfer to Big O.

(c) Multi-Unit Developer understands and acknowledges that the rights and duties set forth in this Multi-Unit Development Agreement are personal to Multi-Unit Developer and that Big O has granted this Multi-Unit Development Agreement in reliance on Multi-Unit Developer's or Multi-Unit Developer's Operator's personal background, business skills, experience and financial capacity. It is important to Big O that Multi-Unit Developer be known to Big O and always meet Big O's standards and requirements. Accordingly, neither Multi-Unit Developer nor any Owner of Multi-Unit Developer shall be permitted or have the power, without the prior written consent of Big O, to make any Transfer. To assure compliance by Multi-Unit Developer with the Transfer restrictions contained in this Section 8, all share or stock certificates of Multi-Unit Developer, or other evidence of ownership in a Multi-Unit Developer which is an Entity, shall at all times contain a legend sufficient under applicable law to constitute notice of the restrictions on such stock, or other said evidence of ownership, contained in this Agreement and to allow such restrictions to be enforceable. Such legend shall appear in substantially the following form:

"The sale, transfer, pledge, or hypothecation of this [stock] is restricted pursuant to the terms of a Multi-Unit Development Agreement dated _____ between Big O Tires, Inc. and the issuer of these [shares]."

Any transfer which does not comply with the terms of this Section 8 shall be null and void.

(d) If Multi-Unit Developer or any Owner of Multi-Unit Developer desires to make a Transfer, such person or entity must comply with the following terms, conditions and procedures in order to effectuate a valid Transfer:

(i) If any proposed assignment of any rights under this Multi-Unit Development Agreement, or if any other Transfer which, when aggregated with all previous Transfers, would in the reasonable opinion of Big O, result in the Transfer of effective control over the ownership and/or operation of this Multi-Unit Development Agreement or Multi-Unit Developer:

(A) The proposed transferee must apply for a Big O Multi-Unit Development Agreement and must meet all of Big O's then current standards and requirements for becoming a Big O Store Multi-Unit Developer (which standards and requirements need not be written);

(B) The transferee shall execute the then current form of Multi-Unit Development Agreement generally issued by Big O with respect to comparable Assigned Areas. Such Multi-Unit Development Agreement shall generally provide for a term equal to the remaining initial term or additional term of this Multi-Unit Development Agreement; and

(C) Notwithstanding the foregoing, Big O or its assignee may within thirty (30) days after receipt of notice as provided in Section 8(d)(i)(A) below, exercise the Option to purchase the interest being offered by Multi-Unit Developer or any Owner of Multi-Unit Developer;

(ii) Regardless of the degree of control which would be affected by a proposed Transfer,

(A) Multi-Unit Developer shall first notify Big O in writing of any bona fide proposed Transfer and set forth a complete description of all terms and fees of the proposed Transfer in the manner prescribed by Big O, including the name, address, financial qualifications and previous five (5) years business experience of the prospective transferee and its owners, officers, directors, partners, members and management in the case of an Entity;

(B) If Big O or its assignee fails to exercise the Option to purchase the interest as provided in Section 8(d)(i)(C), Big O shall, within thirty (30) days after receipt of the notice as provided in Section 8(d)(i)(A), give Multi-Unit Developer notice of Big O's approval or disapproval of the proposed Transfer. Big O's approval will be granted only if the proposed transferee, its Owners or Operator demonstrates to Big O's satisfaction that it or its Operator meet Big O's financial, managerial, business and technical standards; that the proposed transferee, its Owners and Operator possess a good moral character, business reputation and satisfactory credit rating and possess the aptitude and ability to promptly and fully satisfy Multi-Unit Developer's obligations hereunder (as may be evidenced by prior related business experience or otherwise). Big O also reserves the right to disapprove a Transfer or a particular transferee where such Transfer or transferee would result in Big O having any material increased risk, burden, chance of not obtaining performance of all the provisions of this Agreement or chance of not obtaining financial performance as good as that achieved by the Multi-Unit

Developer prior to the prospective Transfer. Big O also reserves the right to seek to negotiate a general release of Big O as part of its approval of the Transfer;

(C) If Big O approves the proposed Transfer, Multi-Unit Developer or the Owner may transfer the interest to the prospective transferee at a price and on terms and conditions which are not more favorable than the terms offered to Big O. Big O's approval is conditioned upon the prospective transferee or its Operator having completed (to the satisfaction of Big O) the training program then currently required of Big O System Multi-Unit Developers and their Operators;

(D) Prior to the consummation of any such Transfer, Multi-Unit Developer shall pay all amounts due to Big O and cure all other breaches of this Multi-Unit Development Agreement and any other agreement or loan document with Big O;

(E) Big O will, as a condition of any Transfer involving an effective change in control of the Multi-Unit Developer or its assets, require Multi-Unit Developer to pay a transfer fee (but no initial franchise fee) to reimburse Big O for any expenses which may be incurred in its review, analysis and preparation of any documentation relating to the Transfer, including legal and accounting fees and additional assistance as may be required by the Multi-Unit Developer related to the Multi-Unit Developer's resale of its franchise rights. The transfer fee will range between \$500 and \$1,500, the exact amount within that range to be based on Big O's actual costs incurred. Big O will be the sole arbiter of whether an effective change in control occurred as a result of a single Transfer or group of Transfers;

(F) Big O may require any transferee of any Equity in Multi-Unit Developer to guarantee the obligations of Multi-Unit Developer under this Multi-Unit Development Agreement or under any new Multi-Unit Development Agreement entered between the transferee and Big O; and

(G) Multi-Unit Developer shall comply with all other applicable Transfer requirements as designated by Big O.

(e) Notwithstanding any other provision in this Section 8, if a Survivor desires to acquire or retain the interest of the decedent Multi-Unit Developer or Owner and continue to develop Stores pursuant to this Multi-Unit Development Agreement, the Survivor may do so under the terms of this Multi-Unit Development Agreement subject only to:

(i) The Survivor's execution and delivery to Big O of a written agreement to be bound:

(A) By the terms of this Multi-Unit Development Agreement; and

(B) By the terms of any guaranty of this Agreement;

(ii) Satisfactory completion of the initial training by the Survivor, Survivor's Operator and such other managerial personnel as Big O may designate within the time periods prescribed by Big O; and

(iii) The Survivor's payment of all training fees, travel, lodging, food and similar expenses incurred by it or its Operator or managerial personnel in attending the training prescribed by Section 8(d)(ii)(c).

(f) If the Survivor does not desire to acquire or retain such interest, then the Survivor shall have a reasonable period of time, but no more than six (6) months to make a Transfer to a transferee acceptable to Big O, subject to compliance with the procedures set forth in this Section 8 provided, however, that the Survivor shall, throughout such period, fulfill all duties of Multi-Unit Developer under this Multi-Unit Development Agreement.

(g) Big O's consent to a Transfer hereunder shall not constitute a waiver of any claims Big O may have against Multi-Unit Developer or the transferring party or Big O's right to demand exact compliance with any provision of this Multi-Unit Development Agreement.

9. DEFAULT

(a) Big O may not terminate this Multi-Unit Development Agreement without good cause and without providing written notice of termination to Multi-Unit Developer at its address as set forth on the Summary Pages. Good cause includes, without limitation, all of the events of default described in this Section 9. Any termination notice shall become effective immediately upon the occurrence of the events described in this Section 9, unless applicable law requires a longer notice, in which case the applicable law shall control.

(b) Multi-Unit Developer shall be deemed in default and Big O may, at its option, without waiving its rights hereunder or any other rights available at law or equity, including its rights to damages and as a secured party, terminate this Multi-Unit Development Agreement and all of Multi-Unit Developer's rights granted herein upon the occurrence of any one or more of the following events:

- (i) If Multi-Unit Developer fails to comply with the Development Schedule;
 - (ii) If Multi-Unit Developer or any Owner of Multi-Unit Developer is convicted of a felony, a crime involving moral turpitude, or any crime of offense that is reasonably likely, in the sole opinion of Big O, adversely to affect the System, its Licensed Marks, the goodwill associated therewith, or Big O's interest therein;
 - (iii) If Multi-Unit Developer or any Owner of Multi-Unit Developer purports to transfer any rights or obligations under this Agreement or any Interest in Multi-Unit Developer to any third party without Big O's prior written consent or in any manner which is contrary to the terms of Section 8 of this Multi-Unit Development Agreement;
 - (iv) If an approved Transfer of a controlling interest in Multi-Unit Developer is not effective within the prescribed period following the death of Multi-Unit Developer or an Owner of Multi-Unit Developer as required by Section 8(f) hereof;
 - (v) If Multi-Unit Developer knowingly maintains false books or records;
 - (vi) If Multi-Unit Developer (or any of its Affiliates) is in default of any Multi-Unit Development Agreement or other agreement or loan document between it and Big O (or any Affiliate of Big O) and such default is not cured in accordance with the terms of such agreement or loan document;
 - (vii) If Multi-Unit Developer, after curing a default pursuant to this Section 9, commits the same default, or a substantially similar default again within one hundred eighty (180) days after the prior default occurred, whether or not cured after notice;
 - (viii) If Multi-Unit Developer repeatedly is in default under this Section 9 for failure to comply with any of the requirements imposed by this Agreement, whether or not cured after notice;
 - (ix) If Multi-Unit Developer fails to pay any financial obligation pursuant to this Multi-Unit Development Agreement and fails to cure such failure to pay within five (5) days after Big O gives written notice of default;
 - (x) If Multi-Unit Developer fails to perform, fails to perform in good faith, or breaches any covenant, obligation, term, condition, warranty or certification herein and fails to cure such non-compliance within thirty (30) days after Big O gives written notice of default;
 - (xi) If Multi-Unit Developer makes, or has made, any materially false statement or report to Big O in connection with this Multi-Unit Development Agreement, a Franchise Agreement or any application therefor;
 - (xii) If Multi-Unit Developer becomes insolvent or makes a general assignment for the benefit of creditors, or if a petition is filed against and consented to by Multi-Unit Developer, or if a bill in equity or other proceeding for the appointment of a receiver of Multi-Unit Developer or other custodian for Multi-Unit Developer's business or assets is filed and consented to by Multi-Unit Developer, or if a receiver or other custodian (permanent or temporary) of Multi-Unit Developer's assets or property, or any part thereof, is appointed;
 - (xiii) If a material final judgment against Multi-Unit Developer remains unsatisfied or of record for thirty (30) days or longer (unless a supersedes bond is filed);
 - (xiv) If a Multi-Unit Developer is dissolved, execution is levied against Multi-Unit Developer's business or property, or suit to foreclose any lien or mortgage against any Store or equipment situated therein is instituted against Multi-Unit Developer and not dismissed or bonded off within sixty (60) days;
 - (xv) If the real or personal property of any Store of Multi-Unit Developer is sold after levy thereupon by any sheriff, marshal, or constable; or
 - (xvi) Multi-Unit Developer's application for a Franchise (after the first one developed under this Agreement) is rejected for failure to meet the operational requirements set forth in Section 4(c)(v) hereof and such deficiencies are not cured within thirty (30) days.
- (c) If Multi-Unit Developer is in default and has failed to cure such default in the manner prescribed by Section 9(b) hereof, in addition to the rights to terminate this Agreement, Big O, in its sole discretion, may avail itself of one or more of the following remedies:
- (i) Reduce the number of Stores which Multi-Unit Developer may establish pursuant to Section 1 (a) of this Agreement.
 - (ii) Terminate the territorial exclusivity granted Multi-Unit Developer in Section 1 (b) hereof, or reduce the Assigned Area granted Multi-Unit Developer hereunder; or

(iii) Open or grant to another Franchisee(s) the right to open the number of Stores in the Assigned Area which would be necessary to bring Multi-Unit Developer into compliance with the Development Schedule.

(d) Upon termination of this Multi-Unit Development Agreement:

(i) Multi-Unit Developer shall immediately pay all sums owing to Big O; and

(ii) Big O shall have the right, but not the obligation, to acquire all or part of Multi-Unit Developer's interest in any site or Premises acquired by Multi-Unit Developer, but for which a Franchise has not been granted, on the same terms and conditions as Multi-Unit Developer has obtained.

(e) Upon the termination or expiration of this Multi-Unit Development Agreement:

(i) Multi-Unit Developer shall have no right to establish or operate any Store for which a Franchise Agreement has not been executed by Big O and delivered to Multi-Unit Developer; and

(ii) Big O shall be entitled to establish Stores, and to grant Franchises to others to establish Stores in the Assigned Area; and

(iii) For two (2) years following the Expiration Date or Termination Date neither Multi-Unit Developer nor any Owner of Multi-Unit Developer shall either directly or indirectly, for themselves, or through, on behalf of, or in connection with any person, persons, partnership or corporation; own, maintain, advise, help, invest in, make loans to, be employed by, be the landlord of, engage in or have any interest in any tire stores or automotive service facilities (other than Big O Stores) in the Assigned Area or within five (5) miles of any Big O Store.

(f) No right or remedy herein conferred upon or reserved to Big O herein is exclusive of any other right or remedy provided or permitted by law or in equity.

10. COVENANTS

(a) Multi-Unit Developer acknowledges that, pursuant to this Agreement, Multi-Unit Developer will receive valuable specialized training and confidential information, including, without limitation, information relating to site selection, site acquisition, Store planning, Store construction, operational, sales, promotional, and marketing methods techniques and plans of Big O System. In addition, Multi-Unit Developer acknowledges its obligation to develop Stores hereunder. Accordingly, Multi-Unit Developer covenants that:

(i) During the term of this Multi-Unit Development Agreement, except as otherwise approved in writing by Big O, Multi-Unit Developer and its Owners shall not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any person, persons, partnership or corporation, divert or attempt to divert any business or customer of the Stores to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Big O System.

(ii) During the term of this Multi-Unit Development Agreement, except as otherwise approved in writing by Big O, Multi-Unit Developer and its Owners shall not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any person, persons, partnership or corporation, own, maintain, advise, help, invest in, make loans to, be employed by, be the landlord of, engage in, or have any interest in any tire stores or automotive service facilities which are not Big O Stores except for those facilities which are identified in the Summary Pages.

(b) Section 10(a) shall not apply to ownership by Multi-Unit Developer of less than a two percent (2%) beneficial interest in the outstanding equity securities of any corporation if the equity securities are registered under the Securities Exchange Act of 1934.

(c) The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Multi-Unit Development Agreement. If all or any portion of a covenant in this Section 10 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Big O is a party, Multi-Unit Developer expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 10.

(d) Multi-Unit Developer understands and acknowledges that Big O shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Section 10 or any portion thereof, without Multi-Unit Developer's consent, effective immediately upon receipt by Multi-Unit Developer of written notice thereof; and Multi-Unit Developer agrees that it shall comply forthwith with any covenant as so modified.

(e) Multi-Unit Developer expressly agrees that the existence of any claims it may have against Big O, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Big O of the covenants in this Section 10.

(f) Multi-Unit Developer acknowledges that any failure to comply with the requirements of this Section 10 would result in irreparable injury to Big O, for which no adequate remedy at law may be available, and Multi-Unit Developer agrees to pay all court costs and reasonable attorney's fees incurred by Big O in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 10.

(g) At the request of Big O, Multi-Unit Developer shall obtain and deliver to Big O noncompetition and nondisclosure covenants similar in substance to those set forth in Sections 7 and 10 of this Agreement (including covenants applicable upon the termination of a person's relationship with Multi-Unit Developer) executed by Multi-Unit Developer's Operator and all officers, directors and Owners of Multi-Unit Developer. Every covenant required by this Section 10(g) shall be in a form satisfactory to Big O, including, without limitation, specific identification of Big O as a third party beneficiary of such covenants with the independent right to enforce them.

11. TAXES, PERMITS, AND INDEBTEDNESS

(a) Multi-Unit Developer shall promptly pay when due any and all federal, state and local taxes including, without limitation, unemployment, transfer and sales taxes, levied or assessed with respect to any transactions conducted pursuant to this Multi-Unit Development Agreement and all accounts or other indebtedness of every kind incurred by Multi-Unit Developer in fulfilling its obligations pursuant to this Multi-Unit Development Agreement.

(b) Multi-Unit Developer shall comply with all applicable federal, state and local laws, rules and regulations. Multi-Unit Developer shall obtain any and all permits, certificates and licenses required for its full and proper compliance with this Multi-Unit Development Agreement.

(c) Multi-Unit Developer hereby expressly covenants and agrees to accept full and sole responsibility for any and all debts and obligations incurred in the course of carrying out its obligations pursuant to this Multi-Unit Development Agreement.

12. INDEMNIFICATION AND INDEPENDENT CONTRACTOR STATUS

(a) Multi-Unit Developer agrees to protect, defend, indemnify and hold Big O and its Affiliates, their directors, officers, shareholders, employees and agents jointly and severally, harmless from and against all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, consequently, directly or indirectly incurred (including, without limitation, attorneys' and accountants' fees) as a result of, arising out of, or connected with Multi-Unit Developer's carrying out its obligation pursuant to this Agreement. Multi-Unit Developer shall not, however, be liable for claims arising exclusively as a result of Big O's acts or omissions.

(b) In all dealings with third parties, including, without limitation, employees and suppliers, Multi-Unit Developer shall disclose in an appropriate manner acceptable to Big O that it is an independent entity licensed by Big O. Multi-Unit Developer shall submit all applications and enter into all contracts in its corporate name or such other fictitious names as have been approved by Big O, but not in the name "Big O Tires" or in any other name which includes the name "Big O." Nothing in this Multi-Unit Development Agreement is intended by the parties hereto to create a fiduciary relationship between them; nor to constitute Multi-Unit Developer as an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of Big O for any purpose whatsoever. It is understood and agreed that Multi-Unit Developer is an independent contractor and is in no way authorized to make any contract, warranty or representation or to create any obligation on behalf of Big O.

13. WRITTEN APPROVALS, WAIVERS AND AMENDMENT

(a) Whenever this Multi-Unit Development Agreement requires Big O's prior approval, Multi-Unit Developer shall make a timely written request. Unless a different time period is specified in this Multi-Unit Development Agreement, Big O shall respond with its approval or disapproval within fifteen (15) days.

(b) No failure of Big O to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Big O's right to demand exact compliance with any of the terms herein. A waiver or approval by Big O of any particular default by Multi-Unit Developer or acceptance by Big O of any payments due hereunder shall not be considered a waiver or approval by Big O of any preceding or subsequent breach by Multi-Unit Developer of any term, covenant or condition of this Multi-Unit Development Agreement.

(c) No amendment, change or variance from this Multi-Unit Development Agreement shall be binding upon either Big O or Multi-Unit Developer except by mutual written agreement. If an amendment of this Multi-Unit Development Agreement or any Franchise Agreement executed pursuant to this Agreement is executed at Multi-Unit Developer's request, any legal fees or costs of preparation of such amendment and any amendment of a state franchise registration arising in connection therewith shall be paid by Multi-Unit Developer.

14. ENFORCEMENT

(a) Big O or its designee shall be entitled to obtain without bond, declarations, temporary and permanent injunctions, and orders of specific performance, to enforce the provisions of this Multi-Unit Development Agreement relating to Multi-

Unit Developer's use of Licensed Marks, the obligations of Multi-Unit Developer upon termination or expiration of this Multi-Unit Development Agreement, and assignment of the Development Rights and ownership interests in Multi-Unit Developer or to prohibit any act or omission by Multi-Unit Developer or its employees that constitutes a violation of any applicable law or regulation, is dishonest or misleading to prospective or current customers or clients of businesses operated under the Big O System, constitutes a danger to other Big O System Multi-Unit Developers, franchisees, employees, customers, clients or the public, or may impair the goodwill associated with the Licensed Marks.

(b) If Big O secures any declaration, injunction or order of specific performance pursuant to Section 14(a) hereof, if any provision of this Multi-Unit Development Agreement is enforced at any time by Big O or if any amounts due from Multi-Unit Developer to Big O are, at any time, collected by or through an attorney at law or collection agency, Multi-Unit Developer shall be liable to Big O for all costs and expenses of enforcement and collection including, but not limited to, court costs and reasonable attorney's fees, including the fair market value of any time expended by legal counsel employed by Big O.

(c) In no event will Big O be liable to Multi-Unit Developer for punitive or exemplary damages in any action arising out of or relating to this Multi-Unit Development Agreement, or any breach, termination, cancellation or non-renewal of this Multi-Unit Development Agreement.

15. NOTICES

Any notice required to be given hereunder shall be in writing and shall be mailed by registered or certified mail or overnight courier. Notices to Multi-Unit Developer or Big O shall be addressed to it at its address as listed on the Summary Pages or to such other addresses as that party may hereafter prescribe by notice given in accordance with this Section 15. Multi-Unit Developer shall also simultaneously deliver a copy of each notice, which it delivers to Big O, to the Multi-Unit Developer's designated regional representative, at the address designated by Big O in writing to Multi-Unit Developer. Any notice complying with the provisions hereof shall be deemed to be given on the date of the mailing.

16. GOVERNING LAW

(a) This Multi-Unit Development Agreement is accepted by Big O in the State of Colorado and shall be governed by and interpreted in accordance with Colorado law, which law shall prevail in the event of any conflict of law. Big O and Multi-Unit Developer consent to personal and subject matter jurisdiction and venue in Denver, Colorado.

(b) The parties hereto agree that it is in their best interest to resolve disputes between them in an orderly fashion and in a consistent manner. Therefore, the parties consent to the exclusive jurisdiction of either Colorado state courts or the United States Federal District Court for the District of Colorado for any litigation relating to this Agreement or the operation of the Franchised Business thereunder, and irrevocably constitute and appoint the persons designated on the Summary Pages, or their successors, to be their true and lawful agents, to receive service of any lawful process in any civil litigation or proceeding arising under this Agreement, and service upon such agent shall have the same force and validity as if personal service had been effected on the other party; provided that notice of service and a copy of any process served shall be sent by registered or certified mail, addressed to the other party at the address specified under Section 15.

17. SEVERABILITY AND CONSTRUCTION

(a) Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement or the Manual and any applicable present or future statute, law, ordinance, or regulation contrary to law to which the parties have no legal right to contract, the latter shall prevail, but in such event, of the provisions of this Agreement or the Manual thus affected, those provisions shall be curtailed and limited only to the extent necessary to bring them within the requirements of the law. Should any part of this Agreement, for any reason, be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if this Multi-Unit Development Agreement had been executed with the invalid portion eliminated; provided, however, that in the event of a declaration of invalidity, the provision declared invalid shall not be invalidated in its entirety, but shall be observed and performed by the parties to the extent such provision is valid and enforceable. The parties hereby agree that any such provision shall be deemed to be altered and amended to the extent necessary to effect such validity and enforceability.

(b) This Multi-Unit Development Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

(c) All terms and words used herein shall be construed to include the number and gender as the context of this Multi-Unit Development Agreement may require. The parties agree that each section of this Multi-Unit Development Agreement shall be construed independently of any other section or provision of this Multi-Unit Development Agreement. As used in this Agreement, the words "include", "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, approval or authorization of Big O which Multi-Unit Developer may be required to obtain hereunder may be given or withheld by Big O in its sole discretion, and on any occasion where Big O is required or permitted hereunder to make any judgment or determination, including any decision as to whether any condition or circumstance meets Big O's standards or satisfaction, Big O may do so in its sole judgment. Article and Section titles used in this Agreement are for

convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

18. ACKNOWLEDGEMENTS

(a) Multi-Unit Developer understands and acknowledges that the undertakings prescribed herein involve business risks and that Multi-Unit Developer's volume, profit, income and success is dependent primarily upon Multi-Unit Developer's ability as an independent business operator.

(b) Big O expressly disclaims the making of, and Multi-Unit Developer acknowledges that it has not received from any party, any warranty or guaranty, express or implied, as to the potential volume, profit, income or success of Multi-Unit Developer's business or any Franchised Business developed pursuant to this Multi-Unit Development Agreement.

(c) Multi-Unit Developer acknowledges that Big O or its agent has provided Multi-Unit Developer with a Franchise Offering Circular not later than the earlier of the first personal meeting held to discuss the sale of the Franchise, ten (10) business days before the execution of this Multi-Unit Development Agreement, or ten (10) business days before any payment of any consideration connected to the purchase of a Franchise. Multi-Unit Developer further acknowledges that Multi-Unit Developer has read such Franchise Offering Circular and understands its contents.

(d) Multi-Unit Developer acknowledges that Big O has provided Multi-Unit Developer with a copy of this Multi-Unit Development Agreement, a Franchise Agreement and all related documents, fully completed, at least five (5) business days prior to Multi-Unit Developer's execution hereof and thereof.

(e) Multi-Unit Developer acknowledges that it has been advised by Big O to consult with its own attorneys, accountants or other advisers, that it has had ample opportunity to do so and that the attorneys for Big O have not advised or represented Multi-Unit Developer with respect to this Agreement or the relationship thereby created. The name and address of Multi-Unit Developer's adviser is set forth on the Summary Pages.

(f) Multi-Unit Developer acknowledges that this instrument constitutes the entire agreement of the parties. The Agreement terminates and supersedes any prior agreement between the parties concerning the same subject matter, and any oral or written representations which are inconsistent with the terms of this instrument and its accompanying franchise offering circular.

(g) Multi-Unit Developer acknowledges and recognizes that different terms and conditions, including different fee structure and investment requirements may pertain to different Big O Multi-Unit Development Agreements and Franchise Agreements offered in the past, contemporaneously herewith, or in the future, and that Big O does not represent that all Multi-Unit Development Agreements or Franchise Agreements are or will be identical.

(h) Multi-Unit Developer acknowledges that it is not, nor is it intended to be a third party beneficiary of this Agreement or any other agreement or contractual relationship to which Big O is a party.

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

BIG O TIRES, INC.

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

(Affix Corporate Seal)

MULTI-UNIT DEVELOPER:

By: _____

Date: _____

Home Address: _____

Home Phone Number: _____

Office Address: _____

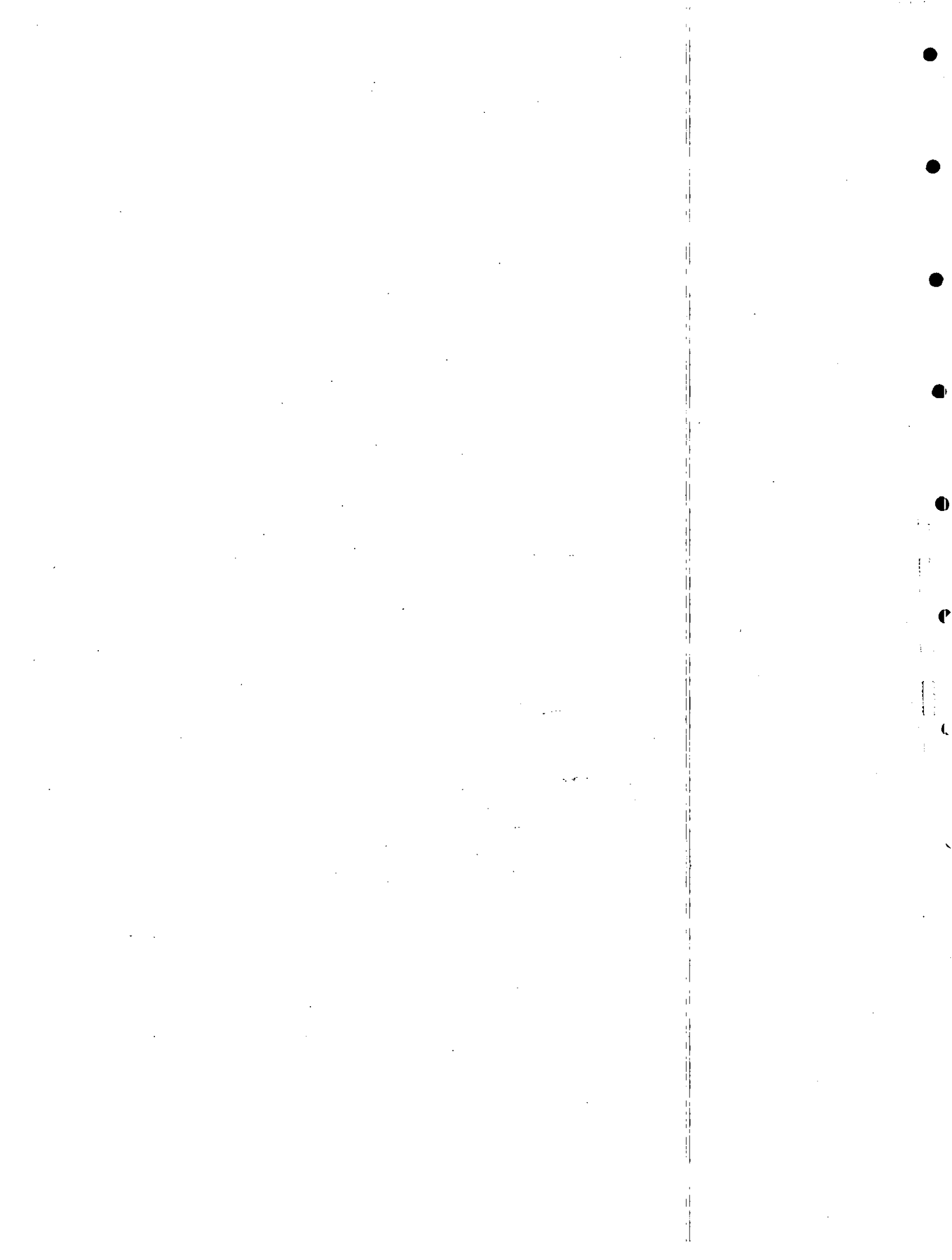
Office Phone Number: _____

Title: _____

Attest: _____

Title: _____

(Affix Corporate Seal)



GUARANTY OF MULTI-UNIT DEVELOPMENT AGREEMENT

In consideration of, and as an inducement to, the execution of the foregoing Multi-Unit Development Agreement dated the _____ day of _____, 20____, by Big O Tires, Inc. ("Big O"), the undersigned hereby jointly and severally guarantee unto Big O that the Multi-Unit Developer named in the Multi-Unit Development Agreement will perform and/or pay each and every covenant, payment, agreement, obligation, liability and undertaking on the part of Multi-Unit Developer contained and set forth in or arising out of such Multi-Unit Development Agreement and every other agreement signed by the Multi-Unit Developer with Big O (the "Obligations.")

Big O, its successors and assigns, may from time to time, without notice to the undersigned (a) resort to the undersigned for payment of any or all of the Obligations of the Multi-Unit Developer to Big O, whether or not Big O or its successors have resorted to any property securing any of the Obligations or proceeded against any of the undersigned or any party primarily or secondarily liable on any of the Obligations; (b) release or compromise any Obligations of the Multi-Unit Developer or of any of the undersigned hereunder or any Obligations of any party or parties primarily or secondarily liable on any of the Obligations; and (c) extend, renew or credit any of the Obligations of the Multi-Unit Developer to Big O for any period (whether or not longer than the original period), alter, amend or exchange any of such Obligations, or give any other form of indulgence, whether under the Multi-Unit Development Agreement or not.

Each of the undersigned further waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the foregoing Multi-Unit Development Agreement and other agreements and of the amount and terms thereof; and notice of all defaults, disputes or controversies between Multi-Unit Developer and Big O resulting from such Multi-Unit Development Agreement, other agreements, or otherwise, and the settlement, compromise or adjustment thereof.

The undersigned jointly and severally agree to pay all expenses paid or incurred by Big O in attempting to enforce the foregoing Obligations and this Guaranty against Multi-Unit Developer and against the undersigned and in attempting to collect any amounts due thereunder and hereunder, including reasonable attorneys' fees if such enforcement or collection is by or through an attorney-at-law. Any waiver, extension of time or other indulgence granted from time to time by Big O or its agents, successors or assigns, with respect to the foregoing Obligations, shall in no way modify or amend this Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

If more than one person has executed this Guaranty, the term "the undersigned", as used herein shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty under seal effective as of the date of the foregoing Multi-Unit Development Agreement.

Signature: _____
Printed Name: _____
Home Address: _____

Home Telephone: _____
Business Address: _____

Business Telephone: _____
Date: _____

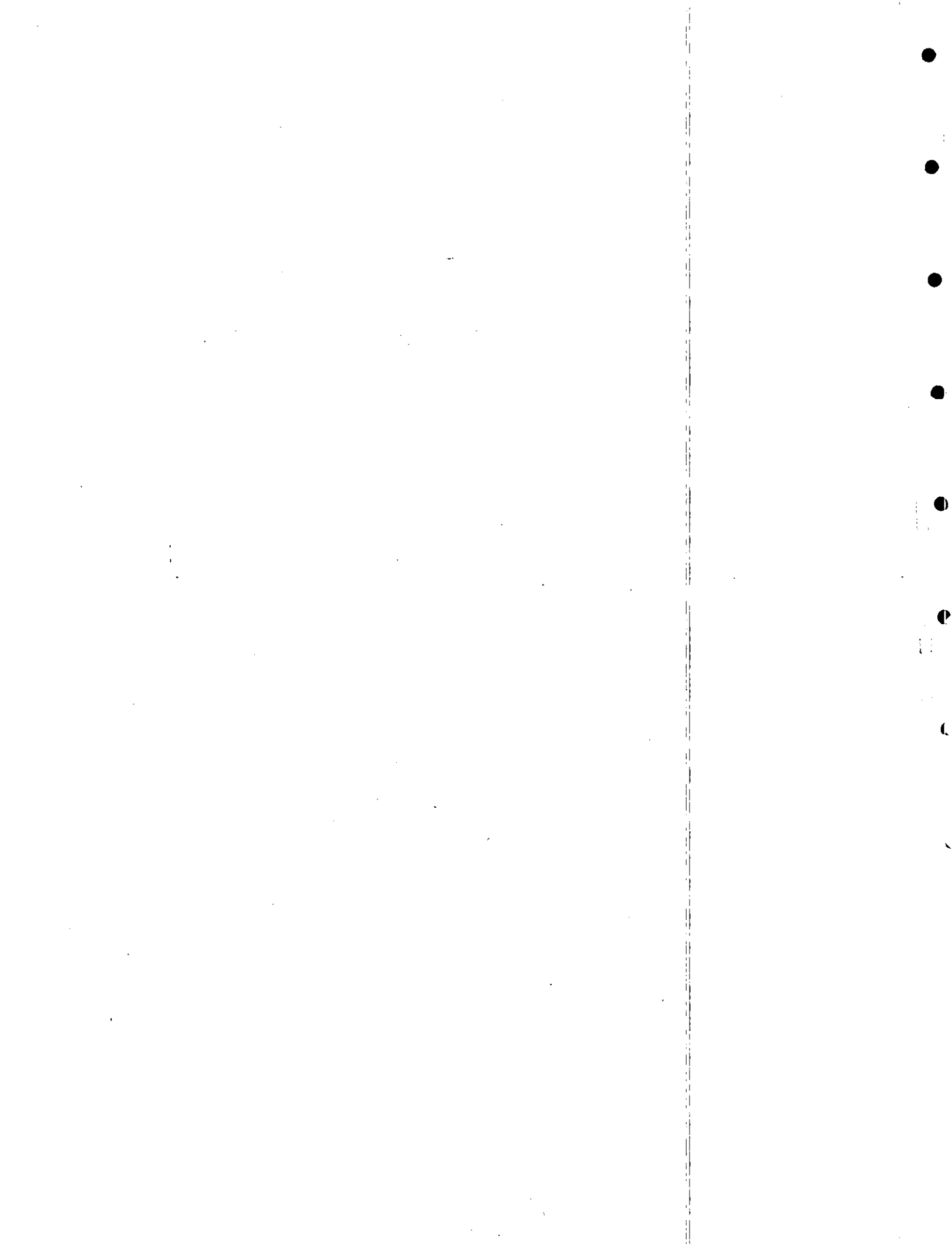
STATE OF _____)
COUNTY OF _____) SS:

On this ___ day of _____, 200__, before me a Notary Public, personally appeared _____ and _____ to me personally known and known to me to be the same persons whose names are signed to the foregoing instrument, and acknowledged the execution thereof for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]

Notary Public
My commission expires: _____

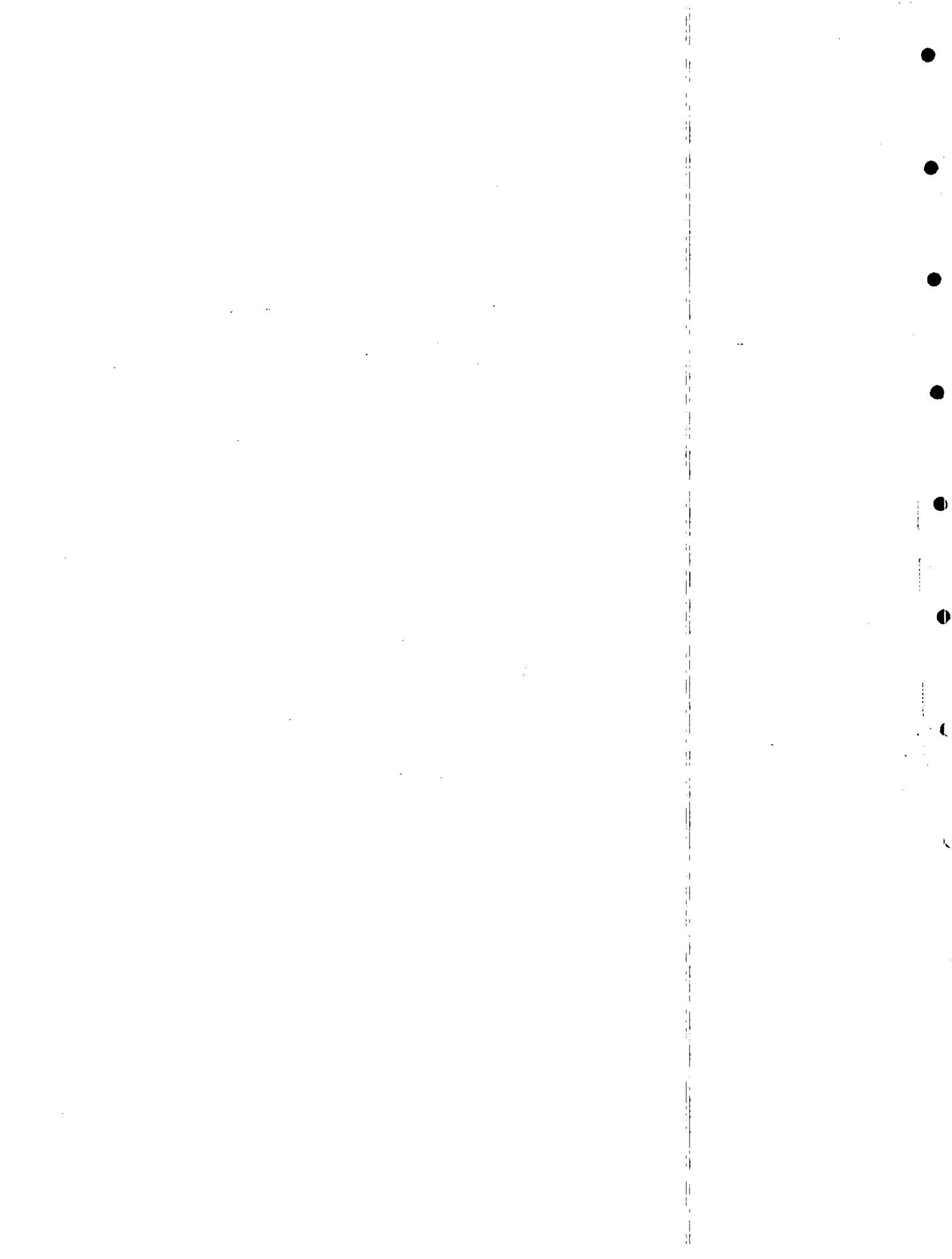


SCHEDULE 1
MULTI-UNIT DEVELOPMENT AGREEMENT DATED _____
BETWEEN BIG O TIRES, INC. AND _____

1. In the Assigned Area described on Schedule 2, Multi-Unit Developer must open by December 31 of each year at least the number of stores listed in Column A. By December 31 of each year the Multi-Unit Developer must have in continuous operation in the Assigned Area at least the number of Stores listed in Column B.

<u>YEAR</u>	A	B
-------------	---	---

2. (e.g. 3) of the first_ (e.g. 3) Stores must be opened in the _____
(e.g. Denver) metropolitan area.



SCHEDULE 2

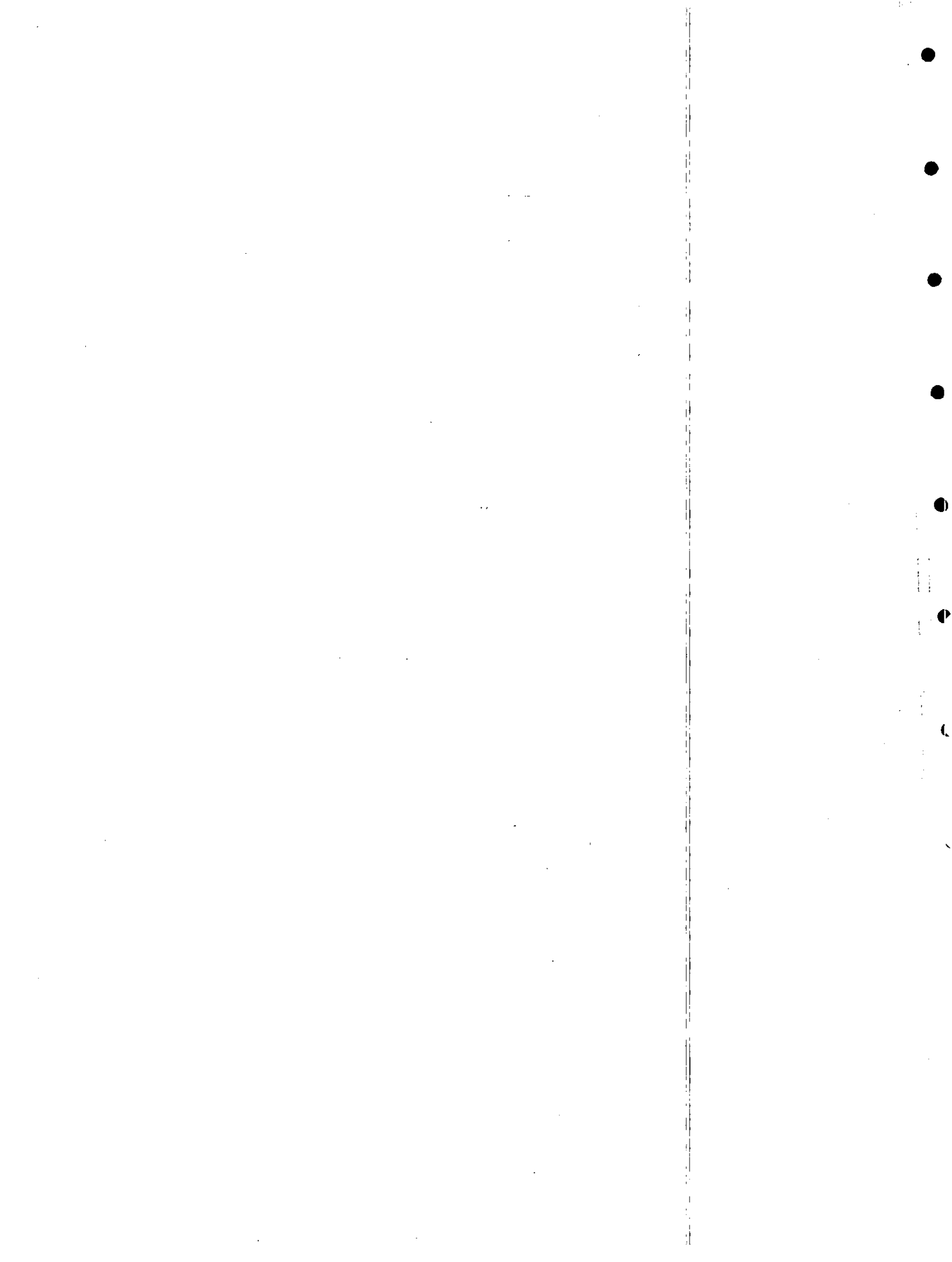
MULTI-UNIT DEVELOPMENT AGREEMENT DATED _____
BETWEEN BIG O TIRES, INC. AND

1. Description of the Assigned Area. A map depicting the Assigned area may be attached, provided it is initialed by both parties.

2. Name(s), home address(es), and business phone number(s) of person(s) owning interest(s) in Multi-Unit Developer and percentage of said person(s) interest:

Name: _____
Address: _____
Phone: _____
Name: _____
Address: _____
Phone: _____
Name: _____
Address: _____
Phone: _____

3. Attach a certified copy of Articles of Incorporation, Partnership Agreement or Articles of Organization of Multi-Unit Developer (if applicable), by-laws, operating agreement and any other documents authorizing Multi-Unit Developer to enter into this Agreement.



SCHEDULE 3
LEASE RIDER AND MODIFICATION

THIS AGREEMENT is made effective _____ by and between _____ ("Landlord"), _____ ("Tenant"), and Big O Tires, Inc., its affiliates, successors and assigns ("Big O").

WHEREAS, Landlord leases or will lease certain premises to Tenant at _____ ("Premises") under that certain lease agreement dated _____ between Landlord and Tenant ("Lease"); and

WHEREAS, Tenant will operate a Big O Tire Store at such premises under a Franchise Agreement ("Franchise Agreement") between Tenant and Big O; and

WHEREAS, the parties hereto desire to provide Big O with certain rights in the event of defaults under the Lease, Franchise Agreement or other Franchise Agreements, if any.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), in hand paid by Big O to Landlord and to Tenant, and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. No act, failure to act, event, condition, non-payment or other occurrence ("Event") shall constitute a breach or default under the Lease so as to allow to Landlord any right of acceleration of obligations thereunder, termination, cancellation, or rescission:

(a) If the Event is the non-payment of rent, unless such Event is not cured within ten (10) days after Notice of Default (as herein defined) has been received by Big O.

(b) If the Event is anything other than the non-payment of rent, unless such Event is not cured within twenty-five (25) days after Notice of Default (as herein defined) has been received by Big O, provided, however, if the Event is of such nature that it cannot reasonably be cured within such twenty-five (25) day period, then, in that case such twenty-five (25) day period shall be extended to a period of such length as is reasonably necessary to cure such Event, provided, however, such period shall be extended only so long as Tenant and/or Big O diligently pursues the cure of such Event.

2. Landlord agrees to accept from Big O any payment or performance required under the Lease. Nothing herein shall be construed as requiring Big O to make any payments or perform any obligation under the Lease.

3. As used herein, Notice of Default means written notice mailed by registered or certified mail or overnight courier specifying the Event claimed and specifically describing, in each instance of a claimed event, the particular Event and the cure Landlord requires, such Notice of Default to be mailed to Big O at:

Big O Tires
12650 East Briarwood Avenue, Suite 2-D
Centennial, Colorado 80112
Attention: Vice President of Real Estate Development

4. In the event Landlord claims that an Event has occurred, or in the event Big O notifies Landlord in writing that Big O is exercising a right to take over possession of the Premises then, at Big O's option, Landlord shall accept Big O as substitute tenant under the Lease and will cooperate with Big O in turning actual, immediate possession of the Premises over to Big O. In such case, the Lease shall remain in full force and effect, but with Big O as the tenant thereunder. Big O's option, hereinabove granted, may be exercised only if Big O agrees to assume the obligations of the Tenant to Landlord under the Lease as of the date Big O or its affiliate or successor is given actual possession of the Premises.

5. Landlord agrees that Big O, or its affiliate or successor may sublet or assign the Premises to a new Franchisee, provided Big O remains liable for any obligations it has assumed pursuant to Section 4 hereinabove.

6. Tenant agrees that if Landlord claims that an Event has occurred, or if any material breach occurs under any Franchise Agreement between Tenant and Big O (whether for the Premises or not), then, Big O shall have the rights to:

(a) immediate and actual possession of the Premises, and all equipment and inventory therein, which such possession Tenant agrees to give peaceably, and which may be otherwise obtained by Big O by warrant, injunction, temporary restraining order, summary process or such other immediate legal, summary or equitable proceeding or action as Big O may choose. Tenant hereby waives any right to a jury in any such proceeding or action.

(b) become the Tenant under the lease to the exclusion of the Tenant.

7. Tenant agrees that any default under the Lease shall constitute a material breach under all Franchise Agreements between Tenant and Big O, or its affiliates or successors.

8. Tenant and Landlord understand that Big O is entering into or has entered into a Franchise Agreement with Tenant for a Big O Tire Store at the Premises in reliance on the agreements of Tenant and Landlord as herein contained and that Big O, in this instance, would not have otherwise entered into such Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement as of the date first above-listed.

LANDLORD:

BY: _____

NAME: _____

TITLE: _____

Witness

ATTEST: _____

(CORPORATE SEAL)

TENANT

BY: _____

NAME: _____

TITLE: _____

Unofficial Witness

ATTEST: _____

Notary Public (CORPORATE SEAL)

BIG O TIRES, INC.

BY: _____

NAME: _____

TITLE: _____

Unofficial Witness

ATTEST: _____

Notary Public (CORPORATE SEAL)

JOINT VENTURE PARTNER

BY: _____

NAME: _____

TITLE: _____

Unofficial Witness

ATTEST: _____

Notary Public (CORPORATE SEAL)