

EXHIBIT A
to
FRANCHISE AGREEMENT

PERSONAL GUARANTEE

NOTE: IF YOU ARE A CORPORATION, EACH OF YOUR SHAREHOLDERS OWNING MORE THAN 10% OF THE CORPORATION'S OUTSTANDING SHARES MUST EXECUTE THE FOLLOWING UNDERTAKING. IF YOU ARE A PARTNERSHIP, EACH OF YOUR GENERAL PARTNERS MUST EXECUTE THE FOLLOWING UNDERTAKING. IF YOU ARE A LIMITED LIABILITY COMPANY, EACH OF YOUR MEMBERS MUST EXECUTE THE FOLLOWING UNDERTAKING.

The undersigned persons hereby represent to Carpet Network, Inc. that they are all of the shareholders owning more than 10% of the outstanding shares of the corporate franchisee, or all of the general partners of the partnership franchisee, or all of the members of the limited liability company franchisee as the case may be. In consideration of the franchise grant by Carpet Network, Inc. as herein provided, each of the undersigned hereby agrees, in consideration of benefits received and to be received by each of them, jointly and severally, and for themselves, their heirs, legal representatives and assigns that they, and each of them, shall be firmly bound by all of the terms, provisions and conditions of the foregoing Carpet Network, Inc. Franchise Agreement, and any other agreement between Franchisee and Carpet Network, Inc. and/or its affiliates, that they and each of them, do hereby unconditionally guarantee the full and timely performance by the Franchisee of each and every obligation of the Franchisee under the aforesaid Franchise Agreement or other agreement, including, without limitation, any indebtedness arising under or by virtue of the aforesaid Franchise Agreement and that they and each of them will not permit or cause any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first obtaining the written consent of Carpet Network, Inc. prior to said proposed transfer, which consent shall not be unreasonably withheld, and without first paying or causing to be paid to Carpet Network, Inc. the transfer fee provided for in said Franchise Agreement, if applicable, and with otherwise complying with the transfer provisions of the foregoing Franchise Agreement. The undersigned further agree to be bound by the in-term and post-term covenants of the aforesaid Franchise Agreements. Without affecting the obligations of the undersigned under this Guarantee, Carpet Network, Inc. may, without notice to the undersigned, extend, modify, or release any indebtedness or obligations of Franchisee, or settle, adjust, or compromise any claims against Franchisee. The undersigned waive notice of amendment of the Franchise Agreement and notice of demand for payment and performance by Franchisee.

EXHIBIT B
to
FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT
OF FRANCHISEE'S TELEPHONE NUMBERS

1. _____, doing Business as _____
_____ ("Assignor"), in exchange for valuable consideration provided by Carpet Network, Inc. ("Assignee"), receipt of which is hereby acknowledged hereby conditionally assigns to Assignee all telephone numbers and listings utilized by Assignor in the operation of its Carpet Network Mobile Business pursuant to the Franchise Agreement between the parties dated _____.

2. The conditional agreement shall become effective automatically upon termination of Assignor's Carpet Network franchise. Upon the occurrence of that condition, Assignor shall do all things required by the telephone company to assure the effectiveness of the assignment of telephone numbers as if the Assignee had been originally issued such telephones, telephone numbers, telephone listings and the usage thereof.

3. Assignor agrees to pay the telephone company on or before the effective date of assignment all amounts owed for the use of the telephone number(s) including, without limitation, Yellow Pages advertising. Assignor further agrees to indemnify Assignee for any sums Assignee must pay the telephone company to effectuate this agreement, and agrees to fully cooperate with the telephone company and Assignee in effectuating this assignment.

ASSIGNOR:

By: _____

Date: _____

Title: _____

ASSIGNEE:

CARPET NETWORK, INC.

By: _____

Title: _____

EXHIBIT C
to
FRANCHISE AGREEMENT

SPOUSAL CONSENT

**NOTE: IF YOU ARE AN INDIVIDUAL(S), EACH INDIVIDUAL'S SPOUSE
MUST EXECUTE THE FOLLOWING UNDERTAKING.**

The undersigned person(s) hereby represent to Carpet Network, Inc. that each is the spouse of the individual(s) who have executed a Carpet Network, Inc. Franchise Agreement dated _____. In consideration of the grant by Carpet Network, Inc. to such individual as herein provided, each of the undersigned spouses agrees, in consideration of benefits received and to be received by each of them, jointly and severally, and for themselves, their heirs, legal representatives and assigns that they, and each of them, shall be firmly bound by all of the terms, provisions and conditions of the foregoing Carpet Network, Inc. Franchise Agreement, that they and each of them do hereby unconditionally guarantee the full and timely performance by such individual(s) of each and every obligation of such individual(s) under the aforesaid Franchise Agreement, including, without limitation, any indebtedness of such individual(s) arising under or by virtue of the aforesaid Franchise Agreement. The undersigned further agree to be bound by the in-term and post-term covenants of the aforesaid Franchise Agreement.

EXHIBIT D
to
FRANCHISE AGREEMENT

**ACKNOWLEDGMENT OF RECEIPT OF COMPLETED CONTRACT
DOCUMENTS BY PROSPECTIVE FRANCHISEE**

The undersigned acknowledges receipt of a completed Franchise Agreement from Carpet Network, Inc. with all blanks completed and all Amendments and Exhibits attached.

Dated this _____ day of _____, in the year _____.

Signature

Title

Company Name

Address

City

State

Zip Code

Franchisor's Salesperson

EXHIBIT E
to
FRANCHISE AGREEMENT

OPENING PACKAGE

1. Van Package: Including interior and exterior
2. Set of Carpet Network Residential and Commercial Carpet Samples
3. Set of Window Treatment Samples (to be sent from vendors)
4. Set of Sheet Vinyl Samples
5. Set of Hardwood Samples
6. Set of Laminate Samples
7. Set of Area Rug Samples
8. Advertising Slicks (via Carpet-Net)
9. Marketing Manual
10. Grand Opening Press Release
11. Mill and Fiber Literature
12. Retail Invoices
13. Retail Brochures
14. Business Cards
15. Letterhead and Envelopes
16. Measuring Materials
17. Bookkeeping System and Paper Flow
18. Operating Manuals
19. Forms and Reports
20. Carpet Network Sales Bag
21. Carpet-Net Login Password

EXHIBIT F
to
FRANCHISE AGREEMENT

FRANCHISEE'S ACKNOWLEDGMENTS

1. The date on which I received Carpet Network, Inc.'s "Offering Circular For Prospective Franchisees Required by the Federal Trade Commission" or my state:

(Date to be filled in by Franchisee)

2. The date of my first face to face meeting with a representative of Carpet Network, Inc. to discuss the purchase of my Franchise:

(Date to be filled in by Franchisee)

3. No oral, written or visual claim or representation contrary to the "Carpet Network, Inc.'s Offering Circular For Prospective Franchisees Required By the Federal Trade Commission" or may state, was made to me except:

(If none, Franchisee shall write "NONE")

4. No oral, written or visual claim or representation which stated or suggested any sales, income or profit levels was made to me except:

(If none, Franchisee shall write "NONE")

FRANCHISEE

Witness

Witness

Date: _____