

EXHIBIT C

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

BETWEEN

ENTRYPOINT, LLC
(the "Company")

AND

("Franchise Owner")

EFFECTIVE DATE: _____, 20__

LOCATION OR TERRITORY: _____

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ENTRYPOINT, LLC
FRANCHISE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, between EntryPoint, LLC, a Michigan limited liability company, (the "Company") and _____ ("Franchise Owner").

ARTICLE 1 - INTRODUCTION

1.1 Franchise System.

The Company franchises a system for operation of business that sells and installs stationary door glass and accessories as an aftermarket or remodeling product, door units, cabinet glass, interior doors, hardware and other accessories and other related home improvement products and services. The distinguishing characteristics of the system include tradenames, trademarks, training, operational procedures, promotional techniques and materials, mobile workshop and equipment, signs, record keeping procedures, reporting procedures and manuals covering business practices and policies. The system may be updated and revised by the Company in the future. The system that the Company specifies and authorizes Franchise Owner to use now and in the future will be referred to in this Agreement as the "System" or the "Franchise System." A business operated under the Franchise System, whether operated by the Company, an affiliate of the Company or a person authorized by the Company, will be referred to in this agreement as an "EntryPoint Business". The EntryPoint Business that Franchise Owner is authorized to operate under this Agreement will be referred to in this Agreement as the "Franchise Business."

1.2 Trademarks.

The Company uses and has rights to certain names, trademarks and service marks, including the trademarks "EntryPoint®," "Your Door. Our Glass.™," "A Second Chance at a First Impression™" and "Door Transformations™," which are used to identify the Franchise System and the EntryPoint Business. The Company may, in the future, develop and register additional or different logos, trademarks and service marks that it may make available for use by Franchise Owner. The trademarks and logos that the Company may authorize Franchise Owner to use now and in the future will be referred to in this Agreement as the "Marks" or "Franchise Marks."

1.3 Acknowledgements of Franchise Owner.

Franchise Owner recognizes the advantages of operating under the System and Marks and desires to obtain the right to operate an EntryPoint Business.

Franchise Owner acknowledges that it received the Company's Franchise Offering Circular at the earlier of the first personal meeting with the Company or its representative or at least 10 business days before signing this Agreement and that Franchise Owner was given the opportunity to clarify provisions in this Agreement and to consult with an attorney or other professional advisor. Franchise Owner also acknowledges that it received a completed copy of this Agreement and all related agreements, containing all material terms (except for the date, signatures, and any minor matters not material to the agreements) at least five business days before signing this Agreement.

Franchise Owner represents that it understands and agrees to be bound by the obligations of this Agreement.

Franchise Owner understands the risks of being involved in a retail business and is able to bear such risks. Franchise Owner also acknowledges that the success of the Franchise Business depends primarily on Franchise Owner's efforts. In addition, other factors beyond the control of the Company or Franchise Owner may affect the success of Franchise Owner's business, including competition, economic conditions, government policies, consumer trends, costs, lease terms, market conditions, and other conditions that may be difficult to anticipate, assess or even identify.

Franchise Owner acknowledges that, except as may be set forth in the Company's Franchise Offering Circular, neither the Company nor any of its agents have made or are authorized to make any oral, written or visual representations or projections of actual or potential earnings, sales, profits, costs, expenses, prospects or chances of success. Franchise Owner agrees that it has not relied on and that the Company will not be bound by allegations of any representations as to earnings, sales, profits, costs, expenses, prospects or chances of success.

ARTICLE 2 - GRANT OF FRANCHISE

2.1 Grant of Franchise.

The Company grants to Franchise Owner the nonexclusive right to use the Franchise Marks and the Franchise System in connection with the operation of an EntryPoint Business, in accordance with this Agreement and the Company's specifications, in the territory described in Item 1 of Appendix A ("Territory").

2.2 Territorial Obligations and Restrictions.

(a) Franchise Owner must develop and operate a retail showroom and office space (the "Franchise Location") within the Territory in accordance with the Company's specifications. The Franchise Location will be the location designated in Item 2 of Appendix A or the location designated in accordance with Section 7.1 of this Agreement.

(b) Franchise Owner must use its best efforts to promote, sell and install the products and services of the Franchise Business in the Territory.

(c) Franchise Owner must not use the Franchise Marks or Franchise System outside the Territory or promote, offer, sell or install products or services to customers located outside the Territory or at or from a location outside the Territory except with the written authorization of the Company. The Company may authorize Franchise Owner to promote, sell and install products or services to customers outside the Territory, but only if: (1) Franchise Owner is in compliance with its obligations under this Agreement and, in the Company's opinion, is adequately promoting and selling its products and services in the Territory; and (2) Franchise Owner's products and services will not be promoted, sold or installed in the territory of any other EntryPoint Business. If an area outside the Territory in which Franchise Owner has been authorized to promote, sell and install products and services to customers later becomes part of the territory of another EntryPoint Business, then

Franchise Owner must immediately cease promoting and selling its products and services to customers in that area.

(d) Franchise Owner must meet the Minimum Sales Requirement specified in Section 2.4 below.

2.3 Limited Exclusivity; Reservation of Rights.

The Company will not: (a) operate or authorize another person to operate a retail showroom or other business establishment using the Franchise Marks and the Franchise System at a location in the Territory; or (b) promote, sell or install or authorize any other person to promote, sell or install the products and services authorized for EntryPoint Businesses to customers in the Territory. Except for the limited exclusive rights expressly granted in this Section, the rights granted in this Agreement are not exclusive and Franchise Owner is not granted any exclusive area or other territorial rights. All rights not expressly granted to Franchise Owner in this Agreement are reserved to the Company, including the right to: (i) promote, sell and install and authorize others to promote, sell and install products and services to any customer not located in the Territory; (ii) promote, sell and install and authorize others to promote, sell and install products and services, other than the products and services authorized for EntryPoint Businesses, using the Franchise Marks and Franchise System, or any other trade marks or systems, to any customer, whether or not located in the Territory; and (iii) offer and sell and authorize others to offer and sell products and services used in the Franchise System or other products and services to retail consumers in the Territory using various methods of distribution, such as sales to retail outlets and use of toll-free telephone numbers, catalogs, direct mail or over the Internet.

2.4 Minimum Sales Requirement.

Franchise Owner must, during each year of operation, sell and install the minimum number of units of glass described below (the "Minimum Sales Requirement"). The minimum number of units of glass for the first year of operation will be 360 units of glass. Each subsequent year of operation, this minimum will increase by an amount equal to 10% of the minimum from the previous year of operation, rounded if necessary to the nearest whole unit (for example, the minimum number of units of glass for the second year of operation will be 396 units and for the third year of operation will be 436 units). If Franchise Owner fails to meet the Minimum Sales Requirement, the Company may take steps to terminate this Agreement in accordance with Article 13 of this Agreement. As an alternative to termination of this Agreement, if Franchise Owner does not cure any breach of the Minimum Sales Requirement within 60 days of written notice, the Company may, by written notice to Franchise Owner, reduce Franchise Owner's Territory or eliminate Franchise Owner's exclusivity in the Territory.

ARTICLE 3 - TERM AND OPTION

3.1 Term.

The term of this Agreement will begin on the date of this Agreement and will continue for a period of 10 years, unless sooner terminated as provided in this Agreement. If the date of this Agreement is other than the 1st day of a calendar month, this Agreement will continue until the last day of the calendar month in which the Agreement would expire.

3.2 Option of Franchise Owner.

Franchise Owner will have the option to continue to operate the Franchise Business after the term of this Agreement for an additional period of ten years if, at the end of the term of this Agreement, all of the following conditions are fulfilled:

(a) Franchise Owner is not in default of this Agreement or any other agreement between the parties.

(b) Franchise Owner, during the twelve (12) month period ending at the end of the term of this Agreement, has not received from the Company two or more notices of default of the material terms of this Agreement or any material specification, standard or operating procedure of the Company (whether such notices related to the same or different violations and whether these violations have been remedied by the Franchise Owner).

(c) Franchise Owner provides written notice of its intent to continue as a franchise owner not more than twelve (12) months and not less than six (6) months before the beginning of the option period.

(d) Franchise Owner has been able to maintain possession of the Franchise Location and agrees to refurbish the Franchise Location in compliance with the then applicable standards used in the granting of a franchise by the Company, such standards being reasonably and consistently applied, or the Franchise Owner has been able to secure and develop in compliance with the then applicable standards used in the granting of a franchise, a suitable alternative site, acceptable to the Company.

(e) Franchise Owner, throughout the term of this Agreement, has satisfied all material reporting requirements and all monetary obligations to the Company and any affiliates of the Company, suppliers and creditors (excepting reasonable disputes that Franchise Owner is attempting in good faith to resolve) within the amount of time specified for satisfaction or cure of default with respect to such obligation.

(f) Franchise Owner has satisfied any additional training requirements for new or existing franchise owners.

(g) Franchise Owner has signed a general release, in a form specified by the Company, of any and all claims against the Company, its subsidiaries and affiliates, and their respective officers, directors, agents, members and employees.

(h) Franchise Owner has signed and delivered to the Company, within thirty (30) days of receipt from the Company, the Company's standard franchise agreement in use by the Company at the time of Franchise Owner's notice to the Company together with such other documents as are then customarily used by the Company to grant new franchises, all of which will replace this Agreement. The new standard franchise agreement signed by Franchise Owner may have substantial differences from this Agreement, including, without limitation, different or increased royalties, advertising or other fees.

(i) Franchise Owner must pay a renewal fee to exercise its option. The renewal fee will be equal to 50% of the initial franchise fee being charged by the Company at the time of renewal. This fee must be paid at the time the new standard franchise agreement is signed by Franchise Owner.

Within 30 days of receipt of timely notice of Franchise Owner's election to renew, if the Company does not consent to the renewal, the Company will furnish Franchise Owner with written notice of the reasons that could cause the Company not to grant a renewal to Franchise Owner, including any deficiencies that require correction. Franchise Owner must correct the deficiencies within 120 days of receipt of the notice from the Company or Franchise Owner's right to renew will terminate. Failure or refusal by the Franchise Owner to sign the franchise agreement and other documents or pay the renewal fee within 30 days after delivery of the franchise agreement and other documents to Franchise Owner, when the Company approves renewal of the franchise, will be deemed an election by the Franchise Owner not to renew the franchise.

If Franchise Owner does not elect to renew its franchise relationship, does not qualify for renewal or does not comply with the requirements for renewal specified above, the franchise relationship between the Company and Franchise Owner will automatically terminate on completion of the term set forth in this Agreement.

ARTICLE 4 - FEES, REPORTS, ACCESS AND AUDIT

4.1 Initial Franchise Fee.

Franchise Owner must pay an initial franchise fee in the amount of \$15,000. The initial franchise fee is payable at the time of signing of this Agreement. The initial franchise fee is considered earned at the time of signing of this Agreement by the Company and is not refundable.

4.2 Royalty.

Franchise Owner must pay the Company a royalty based on a percentage of the gross sales of the Franchise Business. The percentage royalty will be 5.0% of gross sales at the beginning of each calendar year. If Franchise Owner purchases 1,000 units of glass from the Company during the calendar year, the percentage royalty will only be 4.5% for all additional gross sales earned after purchasing the 1,000 units of glass during the calendar year. If Franchise Owner purchases 2,000 units of glass from the Company during the calendar year, the percentage royalty will only be 4.0% for all additional gross sales earned after purchasing the 2,000 units of glass during the calendar year. Gross sales must be reported and royalties must be paid, in the manner specified in Section 4.5 below, by the 10th day of each month based on gross sales for the preceding calendar month.

For purposes of this Agreement, "gross sales" means the entire amount of all of the Franchise Owner's revenues from the ownership or operation of the Franchise Business, including the proceeds of any business interruption insurance, whether the revenues are evidenced by cash, credit, checks, gift certificates, scrip, food stamps, coupons and premiums (unless exempted by the Company), services, property or other means of exchange, excepting only the amount of any sales taxes that are collected and paid to the taxing authority. Cash refunded and credit given to customers and receivables uncollectible from customers will be deducted in computing gross sales if the cash, credit or receivables represent amounts previously included in gross sales where royalty

fees and advertising contributions were paid. Gross sales are deemed received by the Franchise Owner at the time the goods, products, merchandise, or services from which they derive are delivered or rendered or at the time the relevant sale takes place, whichever occurs first. Gross sales consisting of property or services (for example, "bartering" or "trade outs") are valued at the prices applicable to the products or services exchanged for the gross sales at the time the gross sales are received.

4.3 Advertising Fund Contributions.

Franchise Owner must pay advertising fund contributions to the Company in the amount of 2% of the gross sales of the Franchise Business. Gross sales must be reported and advertising fund contributions must be paid, in the manner specified in Section 4.5 below, by the 10th day of each month based on gross sales for the preceding calendar month. The Company will use the advertising fund contributions in the manner described in Section 9.1 below. Franchise Owner may have other obligations relating to advertising as described in Article 9 below.

4.4 Late Charge; Interest.

Franchise Owner must pay to the Company, on demand, a late charge of \$25 for payments not paid to the Company when due. Also, Franchise Owner must pay to the Company, on demand, interest on all overdue payments from the date the payment was due until paid equal to the lesser of (a) 1 1/2 percent per month or (b) the maximum rate of interest permitted by law. The assessment of late charges or interest will not be the sole remedies of the Company in such circumstances.

4.5 Manner of Payment.

If specified by the Company, royalty, advertising fund contributions and other periodic payments payable by Franchise Owner to the Company must be paid by electronic or similar funds transfer in the appropriate amounts from Franchise Owner's bank account to such accounts, and at such places or in such manner as the Company may specify from time to time. Franchise Owner must sign and deliver to its bank and to the Company those documents necessary to authorize such transfers as specified by the Company. Franchise Owner agrees that it will not terminate such authorization as long as this Agreement is in effect. Franchise Owner agrees that it will not close its bank account without prior written notice to the Company and the establishment of a substitute bank account for the transfers. Franchise Owner also agrees that if a direct electronic funds transfer or other withdrawal program is not available at the bank at which Franchise Owner currently does business, Franchise Owner will take all reasonable and necessary steps to establish an account at a bank that does have such a program.

4.6 No Setoff; Application of Payments.

Franchise Owner's obligations for the full and timely payment of the fees described in this Agreement are absolute and unconditional. Franchise Owner must not delay or withhold the payment of all or part of those fees based on the alleged non-performance by the Company or for any other reason or put the fees in escrow or setoff against any claims Franchise Owner may allege against the Company. The Company may apply any payments received first to any accrued late charges or interest and then to any delinquent fees or other amounts outstanding before crediting the payment in the manner specified by Franchise Owner or to the current amount due.

4.7 Reports and Financial Statements.

Franchise Owner must submit to the Company, on the forms and/or in the format specified by the Company, such standardized reports, informational forms, tax returns and/or financial statements as specified in this Agreement or otherwise by the Company, including the following: (a) a weekly sales/install report and a monthly sales/install report in the format specified by the Company; (b) within 45 days after the end of each calendar quarter, quarterly statements of profit and loss and a cash-flow statement of the Franchise Business; (c) within 90 days of each fiscal year end, annual financial statements, including a balance sheet and income statement, for the preceding fiscal year; and (d) within 120 days of each fiscal year end, exact copies of the federal and state income tax returns and state sales tax or equivalent tax returns of the Franchise Business for the preceding fiscal year.

Franchise Owner acknowledges and agrees that the Company may receive purchase and other information directly from Franchise Owner's suppliers and authorizes Franchise Owner's suppliers to provide such information directly to the Company. Franchise Owner agrees to sign separate authorizations or additional documents requested by Franchise Owner's suppliers or deemed necessary by the Company to obtain information directly from Franchise Owner's suppliers.

Franchise Owner acknowledges and agrees that the financial records of the Franchise Owner may be disclosed by the Company in future Franchise Offering Circulars without specifically identifying the individual EntryPoint Business for which a particular franchise owner's financial records relate, and to the Company's actual and potential lenders.

4.8 Records of Operation.

Franchise Owner must keep complete and correct books of account, business records and records of revenue, in accordance with the procedures specified by the Company and in accordance with generally accepted accounting principles. Franchise Owner must keep all of its business records for a minimum of seven years.

4.9 Point of Sale and Computer Systems; Access to and Use of Information.

The Company may create, acquire or endorse electronic point of sale or other computer equipment related to the operation of the Franchise Business. If specified by the Company, Franchise Owner must purchase or lease the specified equipment and software and utilize the equipment and software as specified by the Company. Also, Franchise Owner must allow the Company direct access to the information contained in the point of sale or computer equipment or software by modem or other linking of the equipment or software to the Company's equipment or software and there are no contractual limitations on the Company's right to access and use that information and data. Franchise Owner must provide the Company access to the information on the computer systems in the manner specified by the Company and must supply the Company with any and all security codes necessary to obtain such access. The Company may retrieve, analyze, download and use the software and all data on the Franchise Owner's computer systems at any reasonable times as long as such access does not unreasonably interfere with the operation of the Franchise Owner's business. If specified by the Company, Franchise Owner must maintain Internet access at all times in the manner specified by the Company for communication with the Company

and, if specified by the Company, to allow the Company to access information from Franchise Owner's computer system.

4.10 Inspection by the Company.

To determine whether Franchise Owner is complying with this Agreement, and/or to determine whether Franchise Owner is complying with all applicable specifications and quality standards in connection with Franchise Owner's use of the Franchise Marks and System, the Company or its designated agents have the right, at any reasonable time and without prior notice, to: (a) inspect the Franchise Business; (b) confer with the Franchise Owner and its employees; (c) contact and interview customers and suppliers of Franchise Owner; and (d) inspect equipment, signage, fixtures, furniture and operating methods of the Franchise Owner. The Company may require that Franchise Owner furnish its customers with an evaluation form specified by the Company pre-addressed to the Company. Franchise Owner must fully cooperate with representatives of the Company making any inspection.

4.11 Audit by the Company.

The Company or its designated representatives have the right at all reasonable times, with at least 24 hours oral or written notice, to examine and copy the books, records and tax returns of Franchise Owner. The Company will also have the right, on five days written notice, to have an independent audit made of the books of Franchise Owner. If an audit reveals that any payments to the Company have been understated in any report to the Company, Franchise Owner must immediately pay to the Company the amount understated on demand, in addition to any interest and late fees required under Section 4.4 of this Agreement from the date originally due to the date paid.

Any audit will be conducted at the expense of the Company. However, if an audit is made necessary by Franchise Owner's failure to furnish reports, financial statements, or tax returns, or discloses an understatement of 3% or more of the gross sales of the Franchise Business in any report, then the Company has the right to charge Franchise Owner for the costs of the audit, including, without limitation, any travel expenses, meals, lodging and compensation of the Company's employees or agents and reasonable accounting and attorney's fees.

Franchise Owner acknowledges that nothing contained in this Section constitutes the Company's agreement to accept any payments after they are due or a commitment by the Company to extend credit to or otherwise finance Franchise Owner's operation of the Franchise Business. The payment of the Company's expenses and/or the assessment of late charges or interest are not the sole remedies of the Company in those circumstances and this Agreement may be subject to termination under Article 13.

ARTICLE 5 - SERVICES PROVIDED TO FRANCHISE OWNER

5.1 Site Selection.

If requested, the Company or its designated representative will assist Franchise Owner in selecting a suitable location for the Franchise Business.

5.2 Construction and Improvements.

The Company or its designated representative will specify the standard format for the construction or improvement of the Franchise Location.

5.3 Equipment, Fixtures, Signs and Inventory.

The Company will specify and provide sources of supply for the equipment, fixtures, signs and inventory necessary for Franchise Owner to begin operation of the Franchise Business.

5.4 Operations/Training Manual; Update Specifications.

The Company will loan to Franchise Owner, for use during the term of this Agreement, one copy of its Operations/Training Manual for use in the operation of the Franchise Business. The Company will continually provide updates to Franchise Owner of the Operations/Training Manual and the Company's other specifications for all aspects of the Franchise Business.

5.5 Training.

The Company or its designated representative will make available an initial program to train Franchise Owner to operate the Franchise Business. The Company may also provide ongoing training programs from time to time. See Article 10.

5.6 Setup and Opening.

If requested by Franchise Owner, the Company will provide a representative for up to four days during the 1st 30 days after opening to assist in the setup and initial operation of the Franchise Business.

5.7 Products and Services.

The Company will designate the products and services to be offered by the Franchise Business and will continually provide Franchise Owner with any updates in the Company's specifications for products or services. The Company will provide sources of supply for all authorized products. The Company will review for approval any products or services or suppliers requested by Franchise Owner as described in Section 8.5.

5.8 Operational Assistance.

The Company will provide reasonable operational advice and assistance to Franchise Owner by telephone, fax and/or email, including advice on specific services or products, if requested by Franchise Owner.

5.9 Advertising.

The Company will administer the advertising fund, as determined in the Company's discretion, for the benefit of the Franchise Marks and System. The Company will also review for approval, any advertising materials proposed by Franchise Owner. See Article 9.

5.10 Indemnification for Trademark Actions.

The Company will indemnify Franchise Owner for certain liabilities arising from use of the Franchise Marks as provided in Section 6.4.

ARTICLE 6 - USE AND PROTECTION OF MARKS

6.1 Non-ownership of Franchise Marks.

Nothing in this Agreement gives Franchise Owner any right, title or interest in or to any of the Franchise Marks, except a mere privilege and license during the term of this Agreement, to display and use the Franchise Marks according to the terms and conditions of this Agreement.

6.2 Use of Franchise Marks.

Franchise Owner must use the Marks only in connection with the operation of the Franchise Business pursuant to the System and only in the manner specified in this Agreement or by the Company. The Franchise Business must be operated under the Marks and under no other name or mark. Franchise Owner must not use the Marks in connection with any products or services not specifically authorized by the Company in writing. Franchise Owner must not reproduce or cause to be reproduced any Marks in any manner, including reproduction on forms or invoices, in connection with advertising, marketing or promotion, or on the Internet or in an Internet domain name, without the prior written approval of the Company. Franchise Owner must not use the Marks in its business, corporate, partnership or limited liability company name. However, Franchise Owner must register to do business under the assumed business name of "EntryPoint" with an additional number or designation as determined by the Company to distinguish the assumed name from other EntryPoint Businesses (for example: "EntryPoint of Orlando").

On expiration or termination of this Agreement, the Company may, if Franchise Owner does not do so, sign in Franchise Owner's name and on Franchise Owner's behalf, any documents necessary in the Company's judgment to end and cause discontinuance of Franchise Owner's use of the Marks and the Company is irrevocably appointed and designated as Franchise Owner's attorney-in-fact for that purpose.

6.3 Use of Other Trademarks.

Franchise Owner must not display the trademark, service mark, trade name, insignia or logotype or any other person, firm or corporation in connection with the operation of the Franchise Business without the prior written consent of the Company, which may be withheld in the Company's sole subjective discretion.

6.4 Defense of Franchise Marks.

If Franchise Owner receives notice, or is informed, of any claim, suit or demand against Franchise Owner on account of any alleged infringement, unfair competition, or similar matter relating to Franchise Owner's use of the Franchise Marks, Franchise Owner must promptly notify the Company of any such claim, suit or demand. The Company will then take such action as the Company deems necessary and appropriate to protect and defend Franchise Owner against such claim by any third party. Franchise Owner must not settle or compromise any such claim by a third party without the prior written consent of the Company. The Company will have the sole right to defend, compromise or settle any such claim, in its discretion, using attorneys of its choosing, and Franchise Owner agrees to cooperate fully with the Company in connection with the defense of any such claim. Franchise Owner may participate at its own expense in such defense or settlement, but the Company's decisions with regard to the Franchise Marks will be final.

The Company will indemnify Franchise Owner against liability to third parties resulting from claims by third parties that Franchise Owner's use of the Franchise Marks infringes trademark rights of the third party, but only if (a) Franchise Owner has used the Franchise Marks in accordance with the requirements of this Agreement and the Company's specifications and (b) Franchise Owner has given notice to the Company of the claim within 10 days of receipt by Franchise Owner of the claim and Franchise Owner has tendered the defense of the claim to the Company.

6.5 Prosecution of Infringers.

If Franchise Owner receives notice or is informed or learns that any third party, who Franchise Owner believes is unauthorized to use the Marks, is using the Marks or any name or mark confusingly similar to the Marks, Franchise Owner must promptly notify the Company of the facts relating to such alleged infringing use. The Company will then, in its sole discretion, determine whether or not it wishes to take any action against such third person on account of such alleged infringement of the Marks. Franchise Owner will have no right to make any demand against any such alleged infringer or to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of such infringement. If the Company chooses to prosecute any violation of the Marks, Franchise Owner must sign all documents and do all acts necessary or incidental to that action as counsel for the Company may reasonably request.

6.6 Modification or Substitution of Marks.

The Company may change the authorization to use the Marks contained in this Agreement, including adding, discontinuing or modifying Marks, or substituting different Marks, by issuing, in the form of an Addendum, a description of the changes and the products or services to which they relate. Franchise Owner is required to use and abide by these changes or substitutions. The Company may make the changes because of the rejection of any pending registrations or the revocation of any existing registrations of the Marks, or due to the rights of senior users, or for other business reasons, except the Company must make all such changes in the authorized Marks on a uniform basis for all similarly situated EntryPoint Businesses in a particular market.

6.7 Prohibition Against Disputing the Company's Rights.

Franchise Owner acknowledges the validity of the Marks and that the Marks are the exclusive property of the Company. Franchise Owner also agrees that any further rights or goodwill that may develop in any of the Marks in the future will inure solely to the benefit of the Company. Franchise Owner now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership of the Franchise Marks by virtue of Franchise Owner's licensed use of the Marks or for any other reason. Franchise Owner agrees that it will not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Franchise Marks, or the rights of the Company in the Franchise Marks, or the rights of the Company or other franchise owners of the Company to use the Marks.

ARTICLE 7 - FRANCHISE LOCATION, LEASE AND OTHER PRE-OPENING OBLIGATIONS

7.1 Location Selection and Approval.

Franchise Owner must operate a retail showroom and office only at the location designated in Item 1 of Appendix A. If the exact location of the retail showroom and office has not been determined before the signing of this Agreement, Franchise Owner must use its best efforts to find a suitable location for the retail showroom and office within the Territory. Franchise Owner must always operate its retail showroom and office only at a location approved in writing by the Company (the location designated in Item 1 of Appendix A or the location otherwise approved in writing by the Company is referred to in this Agreement as the "Franchise Location"). Although the Company may provide its assistance in obtaining a Franchise Location, it is Franchise Owner's responsibility to obtain the Franchise Location and evaluate its commercial value for operation of the Franchise Business. The Company's location recommendations and its approval of the Franchise Location do not constitute a representation or guaranty of the commercial value or success of the Franchise Location. If the Franchise Location becomes unusable or unavailable, Franchise Owner must obtain written approval of a new site. If the Franchise Location became unusable or unavailable through no fault of Franchise Owner and a substitute location is not available, this Agreement will terminate on conclusion of operation of the Franchise Business at the Franchise Location.

7.2 Lease Requirements.

If Franchise Owner leases the Franchise Location from a third party, the Company must approve, in writing, the terms and form of Franchise Owner's lease and the lease must not be terminated, renewed or in any way altered or amended by Franchise Owner without the prior written consent of the Company. Franchise Owner must submit to the Company, in a form acceptable to the Company, a description of the proposed site, evidence confirming the Franchise Owner's prospects for obtaining the site, economic terms, use clause and any other materials the Company specifies. Franchise Owner's lease with a third party must contain the provisions specified by the Company, including provisions: (a) prohibiting the Franchise Location from being used for any purpose other than a EntryPoint Business; (b) recognizing and allowing the Company's right to enter the Franchise Location to inspect and audit the Franchise Business or to make any modifications necessary to protect the Franchise Marks; (c) recognizing and allowing the Company's right to assignment of the lease in certain situations; and (d) requiring the landlord to give written notice and an opportunity for the Company or a person specified by the Company, to cure any defaults of Franchise Owner under the lease before landlord exercises any remedy under the lease. Except in accordance with this Agreement, Franchise Owner must not assign its lease or let or sublet the Franchise Location or any portion of the Franchise Location without the prior written consent of the Company.

7.3 Licenses and Permits.

Franchise Owner must obtain all zoning and other approvals and all permits or licenses required by federal, state or local law for construction and operation of the Franchise Business, including a certificate of occupancy.

7.4 Construction or Improvement of Franchise Location.

To the extent necessary, Franchise Owner must construct and/or improve the Franchise Location in compliance with the Company's specifications for decor, signage, layout, space, etc. The Company must approve all construction plans, specifications, interior and exterior layouts and site plans before the beginning of work on the Franchise Location. Franchise Owner must purchase and install all equipment, fixtures, signs and supplies specified by the Company at the Franchise Location before opening the Franchise Business.

7.5 Mobile Workshop.

Franchise Owner must purchase a mobile workshop, including trailer, equipment, tools, graphics, etc., in accordance with the Company's specifications.

7.6 Telephone and Facsimile Numbers; E-Mail Address.

Franchise Owner must acquire and maintain a telephone line or multiple lines dedicated solely to the Franchise Business. Franchise Owner must also maintain one or more separate telephone numbers for sending and receiving facsimiles, as specified by the Company. The Company may, at its option, obtain and register in its name, the telephone number or numbers to be used at the Franchise Business. Franchise Owner must pay all costs and charges for the installation, maintenance and use of the telephone number or numbers, even if those numbers are obtained and registered in the name of the Company. Franchise Owner must also acquire and maintain high speed (DSL, cable or satellite) Internet access and an e-mail address so that the Company and Franchise Owner may communicate by e-mail and other electronic means.

ARTICLE 8 - OPERATIONS

8.1 Opening Date; Continuing Operations and Best Efforts.

Franchise Owner must begin operation of the Franchise Business by 60 days from the signing of this Agreement. Franchise Owner must continually operate the Franchise Business after opening in accordance with the provisions of this Agreement throughout the term of this Agreement. Franchise Owner must use its best efforts to promote and maximize the sales of the Franchise Business throughout the term of this Agreement. Franchise Owner must maintain at all times, sufficient mobile workshops, equipment, supplies and personnel to operate the Franchise Business at optimal capacity and efficiency as specified by the Company.

8.2 Standards of Operation; Operations/Training Manual.

Franchise Owner acknowledges that every component of the Franchise System is important to the Company and to the operation of the Franchise Business. Franchise Owner must, at all times, operate and maintain the Franchise Business in a competent manner and in full compliance with all aspects of the System specified by the Company. In all business dealings with the public, Franchise Owner must be governed by the highest standards of honesty, integrity, fair dealing and ethical conduct.

Franchise Owner must comply with all lawful and reasonable policies and procedures specified by the Company in connection with the operation of the Franchise Business. These specifications may include, but are not limited to, standards, techniques and procedures for: (a) the

safety, maintenance, cleanliness, function, hours of operation and appearance of the Franchise Business and its mobile workshop, equipment, fixtures, furniture, decor and signs; (b) qualifications, dress, uniforms, grooming, general appearance, demeanor and training of employees; (c) the products and services sold by the Franchise Business; (d) sales, advertising and promotional techniques and programs; (e) construction, maintenance and appearance of the Franchise Business and the Franchise Location; (f) payment, credit, accounting and financial reporting policies and procedures; (g) purchase and maintenance of equipment, fixtures and inventory; (h) insurance coverage; (i) use of standard forms and the Marks; (j) use and illumination of exterior and interior signs, displays and similar items; (k) the handling of customer complaints and customer communications; (l) identification of the Franchise Business as an independently owned and operated business; (m) attendance by the Franchise Owner and managers at required training programs and meetings; and (n) other details of the operation of the Franchise Business and the relationship between the Company and Franchise Owner.

These policies and procedures may be contained in the operations/training manual of the Company or in memos, bulletins, newsletters, e-mails or other written or electronic materials prepared by the Company (for the purposes of this Agreement, "Operations/Training Manual" will mean all operations manuals, training manuals, or other written materials relating to the Franchise System or containing the Company's specifications). Franchise Owner will be issued a copy of the currently existing Operations/Training Manual for use during the term of this Agreement. Franchise Owner will be issued applicable modifications or additions to the Operations/Training Manual as they become available. The Operations/Training Manual remains the property of the Company, must not be duplicated, and must be returned to the Company on expiration or termination of this Agreement. Franchise Owner must at all times ensure that its copy of the Operations/Training Manual is kept current and up to date. If there is a dispute as to the contents of the Operations/Training Manual, the terms and dates of the master copy of the Operations/Training Manual maintained by the Company at its place of business will be controlling.

Due to the nature of operation of the Franchise Business and the fact that the specifications for the Franchise Business must and do change, the Company reserves the right to change the System after execution of this Agreement and to change the Company's Operations/Training Manual after execution of this Agreement to reflect those changes. Franchise Owner must comply with all such changes immediately on written notice from the Company of the change. The Operations/Training Manual cannot change the terms of this Agreement, but will be in addition to this Agreement and will have the same effect as if set forth in this Agreement. If the Operations/Training Manual is inconsistent with this Agreement, this Agreement will control. The Company agrees that it will specify its policies and procedures in a reasonable and uniform manner.

8.3 Acquisition of Equipment and Supplies.

Franchise Owner must obtain the mobile workshop, equipment, fixtures, signs and printed materials and all other supplies specified by the Company for the Franchise Business.

8.4 Products and Services; Pricing.

Franchise Owner must only sell products or services approved by the Company. Franchise Owner must sell all products and provide all services that the Company specifies for sale for the Franchise Business. Franchise Owner must not sell any products, provide any services or engage in

any business in connection with the Franchise Business or at the Franchise Location other than those specified by the Company without written authorization from the Company. The Company may add or delete required or authorized products or services to be provided by the Franchise Business. If any products or services are added, Franchise Owner must be qualified to provide the products and services before the Company will authorize Franchise Owner to offer those products and services. If a product or service is deleted, Franchise Owner must cease offering that product or service immediately on written notice from the Company.

The Company will provide guidance on the pricing of the products and services sold by Franchise Owner. In order to prepare advertising and promotional materials, the Company may establish and maintain suggested retail prices. Except for any maximum prices specified by the Company, Franchise Owner will not be required to follow suggested retail prices. However, if Franchise Owner elects to establish pricing different than the Company's suggested retail prices, Franchise Owner will be responsible for any additional costs incurred to produce marketing and promotional materials containing the prices established by Franchise Owner.

8.5 Specifications of Goods and Services Used in the Franchise Business; Suppliers.

In order to maintain consistency, uniformity, quality and identity of the products and services sold by EntryPoint Businesses and the group purchasing power of the Franchise System, Franchise Owner must purchase all goods and services used in the establishment and operation of the Franchise Business in accordance with the Company's specifications and only from manufacturers and/or suppliers who are approved by the Company at the time of the purchase, as described in more detail below.

A specified percentage of glass products sold by the Franchise Business must be manufactured by the glass manufacturer or manufacturers designated by the Company (the "Primary Manufacturers"). Franchise Owner acknowledges that the Primary Manufacturers may be the Company or an affiliate of the Company. Currently, the Primary Manufacturers are ODL, Incorporated, and Western Reflections, LLC, both of which are affiliates of the Company. As of the date of this Agreement, the specified percentage is 80%. The specified percentage of glass products that must be purchased from the Primary Manufacturers does not apply to glass products that are not the same or comparable (in the reasonable judgment of the Company) to glass products available from the Primary Manufacturers at the time of purchase of the products.

The products of the Primary Manufacturers and all other products purchased by Franchise Owner for use in the Franchise Business must meet the Company's specifications and be purchased only from suppliers that have been approved by the Company and not later disapproved. An approved supplier will be a supplier that has met the Company's standards for quality and uniformity of goods and services and other relevant standards established by the Company and has been designated by the Company in writing as an approved supplier. Franchise Owner may request to have a supplier authorized by submitting to the Company the information, samples or agreements necessary for the Company's determination under the procedures specified by the Company. This request must be in writing and must include information about the product or supplier relating to the Company's specifications, a sample of the product or service to be approved or a person at the manufacturer or supplier that the Company can contact for information. The Company may submit the information to an independent laboratory or another independent expert

to determine if the product or supplier meets the Company's specifications. The Company may charge a fee of up to \$250 to cover the costs incurred in making this determination if the Company submits the information to an independent laboratory or another independent expert to determine if the product or supplier meets the Company's specifications. In order to take advantage of group purchasing power and to ensure uniformity and quality, the Company reserves the right to limit the total number of approved products and/or suppliers.

The specification or approval by the Company of a manufacturer or supplier does not create any express or implied promise, guaranty or warranty by the Company as to the products or services of the manufacturer or supplier and the Company will not have any liability to Franchise Owner for any claims, damages or losses suffered by Franchise Owner as a result of or arising from the products or services provided by the manufacturer or supplier or the acts or omissions of the manufacturer or supplier.

The Company reserves the right to receive rebates or other fees from approved suppliers based on sales of goods or services to EntryPoint Businesses. Franchise Owner agrees that the Company will have the right to collect all such rebates or fees and Franchise Owner will cooperate with the Company in the collection of those rebates or fees.

8.6 Maintenance; Refurbishing; Alterations.

Franchise Owner must maintain the appearance and cleanliness of the Franchise Location and the mobile workshop, equipment, fixtures and signs for the Franchise Business in an attractive and safe condition and in good maintenance and repair and in compliance with the standards specified by the Company. If at any time, in the Company's reasonable judgment, the general state of repair, appearance or cleanliness of the Franchise Location or the mobile workshop, equipment, fixtures or signs does not meet the Company's standards, the Company may notify the Franchise Owner in writing, specifying the action to be taken by the Franchise Owner to correct the deficiency. Franchise Owner must initiate the specified action within 30 days after receipt of the notice and diligently proceed to complete the specified action. If Franchise Owner fails to do so, then the Company will have the right, in addition to its other rights under this Agreement, but will not be obligated to, cause the specified action to be taken on behalf of the Franchise Owner and the Franchise Owner must pay the entire cost to the Company on demand.

In addition to regular maintenance obligations, on the written request of the Company, Franchise Owner must refurbish the Franchise Location and mobile workshop to maintain or improve the appearance and efficient operation of the Franchise Business, to increase the sales potential of the Franchise Business and to comply with the Company's then current standards and identity. Any requirement to refurbish the Franchise Location or mobile workshop or other extraordinary expenses imposed by the Company will be imposed uniformly on all Franchise Owners, but the expenses incurred in fulfilling the requirement may vary depending on such factors as the condition of the Franchise Location and local costs of construction. If the refurbishing requires spending less than \$5,000, Franchise Owner will have 90 days to complete the refurbishing. If the refurbishing requires spending \$5,000 or more, Franchise Owner will have 180 days to complete the refurbishing.

Franchise Owner must make no material alterations to the leasehold improvements or appearance of the Franchise Location and must not make any material alterations to the mobile workshop, equipment, fixtures or signs of the Franchise Business without prior written approval of the Company.

8.7 Managerial Responsibility.

The individual or at least one of the individuals designated in Item 3 on Appendix A ("Principal" or "Principals"), must: (a) preserve and exercise ultimate authority and responsibility with respect to the management and operation of the Franchise Business; and (b) represent and act on behalf of Franchise Owner in all dealings with the Company. If all of the individuals designated in Item 3 of Appendix A resign, die or become incapacitated, it will be considered a transfer under the provisions of Article 13 of this Agreement. If Franchise Owner desires to have a manager, other than a Principal, devote full time and effort to the management and operation of the Franchise Business, the manager must successfully complete the training program designated by the Company and must be approved, in writing, by the Company. The Company must also approve, in writing, any change in such management personnel. If specified by the Company, Franchise Owner must require all of its managers to sign an agreement relating to confidentiality and non-competition in the form specified by the Company as a condition of employment of the manager.

8.8 Employees.

Franchise Owner must hire all employees for the Franchise Business, be exclusively responsible for the terms of their employment and compensation, and must implement a training program for them in compliance with the Company's standards. Franchise Owner must maintain at all times a staff of trained employees sufficient to operate the Franchise Business in compliance with the Company's standards. All of Franchise Owner's employees selling, servicing, and/or installing the products of the Franchise Business must satisfactorily complete the Company's training program or work under the direct supervision of employees who have satisfactorily completed the training program. If specified by the Company, Franchise Owner must require its employees and agents to sign an agreement relating to confidentiality in the form specified by the Company as a condition of employment of the employee.

The Company may impose a reasonable charge on the Franchise Owner for any training provided to the Franchise Owner, its managers or employees, beyond the initial training program described in Article 10. Any such fees will be uniform as to all persons attending training at that time and will be based on the Company's out-of-pocket expenses plus the per diem rate of the training personnel involved. These fees are not refundable.

8.9 Product and Service Warranties to Customers.

The Company has developed and may in the future develop or modify certain product and service warranties for customers of EntryPoint Businesses, which Franchise Owner acknowledges to be necessary for the successful operation of EntryPoint Businesses. Franchise Owner agrees that the Franchise Business will furnish all warranties authorized by the Company to all customers of the Franchise Business who qualify for the warranty and fully, accurately and clearly inform its customers with respect to such warranties in accordance with policies and procedures specified by the Company. Franchise Owner further agrees to honor at its expense all proper claims under such authorized warranties issued by the Franchise Business. Furthermore,

Franchise Owner agrees to replace all components and parts and perform all labor and services in accordance with the terms and conditions of, and otherwise to fully comply with obligations of the Franchise Business under such warranties. The Company will specify, and may revise in the future, policies and procedures to be followed by EntryPoint Businesses in connection with the delivery, validation and honoring of authorized warranties. Franchise Owner agrees to fully comply with all such policies and procedures including those necessary to assure customer satisfaction in connection with warranty claims made.

In the event of a dispute between any customer and Franchise Owner over any warranty issued by Franchise Owner, the Company will have the right to evaluate the dispute and to make a determination of the manner in which Franchise Owner must resolve the dispute and Franchise Owner agrees to be bound by such determination.

Franchise Owner must not make any untrue or misleading representations to customers or prospective customers concerning any warranties issued by Franchise Owner and must make all disclosures specified by the Company or required by applicable law with respect to such warranties.

8.10 Insurance.

Franchise Owner must, throughout the term of this Agreement, maintain in full force and effect a general business liability insurance policy or policies to insure against claims for property damage, bodily injury (including death), advertising injury and/or personal injury arising out of, or in connection with any and all of the activities of the Franchise Business, including the marketing, sale, installation and/or service of products and operation of vehicles (whether owned or leased by Franchise Owner or its employees). Before opening, and on the Company's request at any other time, Franchise Owner must furnish to the Company, or its authorized representative, certificates evidencing that such insurance is in force. The general liability insurance coverage must have policy limits of not less than \$1,000,000, per person/per occurrence for bodily injury and property damage, with a general aggregate limit of not less than \$2,000,000. In addition, Franchise Owner must maintain products/completed operations coverage and personal and advertising insurance coverage with a limit of \$1,000,000. Franchise Owner must also maintain all other insurance required by state law, including worker's compensation insurance for all employees. All bodily injury, property damage, advertising and personal injury liability policies must name the Company, ODL and Western Reflections as additional insureds, and all policies must be issued by insurance carriers or underwriters satisfactory to the Company.

8.11 Compliance with Laws; Payment of Taxes.

Franchise Owner must obtain and keep in force every registration, charter, license or permit required for the Franchise Business. Franchise Owner must comply with all federal, state, county, municipal or other statutes, laws, ordinances, regulations, rules or orders applicable to the Franchise Business. Franchise Owner must pay to the appropriate government agency, when due, all taxes of every kind applicable to the Franchise Business or the income of the Franchise Business, including all local, state or federal taxes. Franchise Owner must pay all sales and use taxes imposed by any governmental authority that arise from the Franchise Owner's purchases of products and/or services from the Company. Franchise Owner must immediately notify the Company if any governmental

department or agency begins an investigation of the Franchise Business, schedules a review, inspection or audit of the Franchise Business or takes any action against the Franchise Business.

8.12 Separate Identification of Franchise Business.

Franchise Owner must identify the Franchise Business as a separate business by filing an assumed name certificate as appropriate in the state and/or county of location of the Franchise Business. Also, Franchise Owner must display signs, notices or plaques specified by the Company to identify the separate ownership of the Franchise Business.

8.13 Indemnification.

Franchise Owner is responsible for all losses or damages from contractual liabilities to third persons from the possession, ownership and operation of the Franchise Business and all claims or demands for damages to property or for injury, illness or death of persons, directly or indirectly arising out of, or in connection with, possession, ownership or operation of the Franchise Business or the actions or omissions of Franchise Owner. Franchise Owner must defend, indemnify and hold harmless the Company and its affiliates, subsidiaries and parent companies and their agents, employees, attorneys and other franchise owners, their agents, employees and attorneys, against any and all claims, suits, demands, losses, damages or liabilities and all related expenses, including reasonable attorneys fees and court costs, which directly or indirectly arise out of, in connection with, or as a result of possession, ownership or operation of the Franchise Business or the acts or omissions of Franchise Owner or any default of Franchise Owner under this Agreement. This indemnity obligation will continue in full effect even after the expiration, transfer or termination of this Agreement. The Company's right to indemnity under this Agreement will arise and be valid notwithstanding that joint or concurrent liability may be imposed on the Company by statute, ordinance, regulation or other law.

8.14 Participation in Franchise Owner Advisory and other Committees.

The Company may establish, from time to time, committees of franchise owners to advise the Company on various matters involving the Franchise System. Franchise Owner will be eligible to participate on such committees, in accordance with the rules established by the Company and each committee, but only if Franchise Owner is a franchise owner in good standing at that time and has been a franchise owner in good standing for the six month period before serving on the committee. In order to be a franchise owner in good standing, Franchise Owner must be: (a) current in all obligations to the Company and (b) operating in accordance with the all requirements of the Franchise System, including requirements relating to quality, cleanliness and service.

8.15 Notices to the Company.

Franchise Owner must notify the Company in writing of the details of any of the following events, within one business day of the occurrence of the event:

(a) The start of any action, suit, countersuit or other proceeding against the Franchise Owner or any of its employees;

(b) Franchise Owner, or any of its employees, receives a notice of noncompliance with any law, rule or regulation.

(c) The issuance of any order, writ, injunction, award or decree of any court, any agency or other governmental organization against Franchise Owner or any of its employees.

(d) Any complaints, inspections, reports, warnings, certificates or ratings of the Franchise Owner or its employees or the Franchise Business, communicated, issued, performed, or scheduled by any governmental agency.

Franchise Owner must provide the Company with any additional information the Company requests, within five days of request, about the status, progress or outcome of any of the events listed in this Section.

ARTICLE 9 - ADVERTISING

9.1 Use of Advertising Fund Contributions.

Franchise Owner must make contributions to an advertising fund as set forth in Section 4.3. The advertising fund will be administered by the Company or an agency designated by the Company. The advertising fund will be used to formulate, develop and produce advertising and promotional programs and materials and for such other purposes as the Company determines in its discretion to be most effective in achieving the goals of maximizing general public recognition and patronage of the Franchise Marks and System. The Company is not required to spend Franchise Owner's advertising fund contributions to place advertising in Franchise Owner's market or in any specific media. The advertising fund will be used to pay all expenses related to the fund. The Company reserves the right to engage the services of an advertising source or sources to formulate, develop, produce and conduct advertising and promotional programs. The cost of these services will be paid from the advertising fund. The advertising fund may be used to reimburse the Company for overhead relating to advertising and administration of the advertising fund, including the proportionate compensation of employees of the Company who devote time and render service in support of advertising or administration of the advertising fund.

The Company will submit to Franchise Owner, on request, an annual report of the receipts and disbursements of the advertising fund, unaudited and prepared by management of the Company.

In no event will the Company or any agency engaged by the Company be liable for consequential or incidental damages resulting from administration of the advertising fund or resulting from any advertising produced or placed by or on behalf of the Company or Franchise Owner or the failure to produce or place such advertising, including any claims for loss of business.

9.2 Minimum Local Advertising.

In addition to the advertising fund contributions paid to the Company, Franchise Owner must spend, on a monthly basis, for advertising in Franchise Owner's local market, 3% of the gross sales of the Franchise Business. Franchise Owner must provide documentation to the reasonable satisfaction of the Company that the Franchise Owner has spent the required amount on local advertising.

9.3 Advertising Cooperatives.

The Company may designate an advertising area that includes a group of EntryPoint Businesses. If the Franchise Business is within a designated advertising area, the Company may require Franchise Owner to join, maintain a membership in and abide by the governing instrument of an advertising cooperative for that area. The Company must approve the structure of the cooperative as well as the original governing instrument of the cooperative and any changes to that instrument. The cooperative cannot modify the terms of this Agreement, but may require Franchise Owner to make contributions to the cooperative in addition to any advertising fund contributions the Franchise Owner is required to make. The cooperative will make decisions based on a majority of the votes entitled to be cast by its members. Each cooperative will work with the Company or an agency designated by the Company in coordinating and placing regional and local advertising for the members of the cooperative. The costs and expenses of each cooperative must be paid by that cooperative. Any amounts spent on cooperative advertising will count towards Franchise Owner's minimum local advertising requirement.

9.4 Use of Internet.

Franchise Owner must not, independently of the Company, use the Internet for promotion of the Franchise Business. The Company may, in its discretion, maintain an Internet site for the Franchise System and allow Franchise Owner to maintain a separate portion of that site for the Franchise Business under guidelines specified by the Company.

9.5 Additional Advertising; Approval.

All advertising by Franchise Owner in any medium, including signage, must be factual and dignified, must conform to the standards and specifications of the Company, and to the highest standards of ethical advertising practice, and must be approved by the Company in writing before it is used. Franchise Owner must submit to the Company for approval all marketing and promotion materials, including signage, prepared by the Franchise Owner for the Franchise Business and not prepared by or previously approved by the Company. These materials must be submitted at least 14 days before the date of the proposed use. Franchise Owner agrees to refrain from any business or advertising that may be injurious to the business of the Company and the goodwill associated with the Franchise Marks and Franchise System and other EntryPoint Businesses.

ARTICLE 10 - TRAINING

10.1 Initial Training.

The Company or its designated representative will make available an initial program to train Franchise Owner to operate the Franchise Business. Franchise Owner must not begin operating the Franchise Business without attending and completing, to the Company's satisfaction, the initial training program specified by the Company. The initial training program will be conducted without charge to Franchise Owner for persons who are owners of Franchise Owner or employees of the Franchise Business. Franchise Owner will be responsible for paying its and its employees' salaries and expenses for travel, food and lodging incurred during the training program. The persons attending the initial training program may be required to sign an agreement relating to confidentiality and/or non-competition in the form specified by the Company before beginning the training program.

10.2 Additional Training, Sales Programs and Meetings.

Franchise Owner or a Principal of Franchise Owner and employees of the Franchise Business must, solely at Franchise Owner's expense, attend additional training, sales programs and meetings reasonably specified by the Company. The Company will give reasonable notice of any additional specified training, sales programs or meetings. The Company may impose a reasonable charge on the Franchise Owner for any training provided to Franchise Owner or its employees beyond the initial training program. Any such fees will be uniform as to all persons attending additional training at that time and will be based on the Company's out-of-pocket expenses plus a per diem rate for the training personnel. The Company may require Franchise Owner to complete additional training before offering new products or services from the Franchise Business.

ARTICLE 11 - CONFIDENTIALITY AND NON-COMPETITION

11.1 Confidential Information.

Franchise Owner acknowledges that the Company is the owner of all proprietary rights in and to the System and all material now or later revealed to Franchise Owner under this Agreement relating to the System and all additional changes or enhancements in the System, even if developed by Franchise Owner. Franchise Owner further acknowledges that the System, in its entirety, constitutes trade secrets and/or confidential information of the Company that are revealed to Franchise Owner in confidence, solely for the purpose of enabling Franchise Owner to establish and operate the Franchise Business in accordance with the terms of this Agreement. Franchise Owner agrees that during the term of this Agreement and after termination or expiration of this Agreement, Franchise Owner and its shareholders, officers, directors, partners, owners, investors, employees or agents must not reveal any aspect of the System or any documentation relating to the System to any person or entity other than a person authorized by the Company. If specified by the Company, Franchise Owner must require its employees and agents to execute an agreement relating to confidentiality and/or non-competition in the form specified by the Company before revealing any aspect of the System to the employee.

Franchise Owner agrees that if Franchise Owner develops any new concepts, processes or improvements in the operation or promotion of the Franchise Business that relate to or enhance the Franchise System, Franchise Owner must promptly notify the Company and must provide the Company with all necessary information with respect thereto, without compensation. Franchise Owner acknowledges that the Company may utilize or disclose such information to other franchise owners.

11.2 Restrictions on Competition.

Franchise Owner, its shareholders, officers, directors, partners, owners or investors must not, during the term of this Agreement, have any interest in, as an owner (except ownership of no more than 1% of a publicly traded entity), director, officer, manager, employee, consultant, representative or agent, or in any other capacity, or otherwise engage in any "Competing Business" (defined below), (except other EntryPoint Businesses operated under franchise agreements entered into between the Franchise Owner and the Company), or in any business or entity that franchises, licenses, or otherwise grants to others the right to operate a Competing Business, without the prior written approval of the Company.

On the termination (including termination on transfer), expiration or non-renewal of this Agreement, except termination by the Franchise Owner for cause, the Franchise Owner, its shareholders, officers, directors, partners, owners or investors, must not, for a period of two years commencing on the later of the effective date of termination, expiration or non-renewal, or the date of any Court order enforcing this provision, have an interest as an owner (except ownership of no more than 1% of a publicly traded entity), partner, director, officer, manager, employee, consultant, representative or agent, or in any other capacity, or engage in any other capacity in any Competing Business or in any business or entity that franchises, licenses or otherwise grants to others the right to operate a Competing Business within any "Geographic Area" (defined below).

Franchise Owner, its shareholders, officers, directors, partners, owners or investors must not, during the term of this Agreement and for a period of two years after termination, expiration or non-renewal of this Agreement: (a) divert or attempt to divert any business or customer of the Franchise Business or any other EntryPoint Business to any Competing Business by direct or indirect inducements or otherwise; (b) employ or seek to employ any person who was, at the time, employed by the Company or its affiliates or by another franchise owner, or directly or indirectly induce any person to leave their employment with the Company or its affiliates or with another franchise owner; or (c) sponsor, appoint or encourage or influence or promote friends, relatives or associates to operate a Competing Business.

For purposes of this Agreement, a "Competing Business" includes a business that offers, sells and/or installs fixed door glass and/or similar or like-kind products for new or used building construction. For purposes of this Agreement, a "Geographic Area" includes the Territory and the area within 50-miles of the border of the Territory and the territory of any other EntryPoint Business and the area within 50-miles of the territory of any other EntryPoint Business existing at the time Franchise Owner begins to operate the Competing Business.

Franchise Owner agrees that the length of the term and the geographical restrictions contained in this Section are fair and reasonable. The parties have attempted to limit Franchise Owner's right to compete only to the extent necessary to protect the reasonable competitive business interests of the Company and its franchise owners. If the above restrictions or any part of these restrictions are invalid, this Section will be considered as imposing the maximum restrictions allowed under the applicable state law in place of the invalid restriction or part of the restriction. In addition, the Company reserves the right to reduce the scope of these provisions without Franchise Owner's consent, at any time, effective immediately on notice to Franchise Owner.

ARTICLE 12 - TRANSFERABILITY

12.1 General Rule.

This Agreement is personal to Franchise Owner or to the owners of Franchise Owner if Franchise Owner is a corporation, partnership, limited liability company or other entity. Accordingly, neither Franchise Owner nor any person owning any direct or indirect ownership or equity interest in Franchise Owner, may, without the Company's prior written consent, directly or indirectly or contingently, whether voluntarily or by operation of law, sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in: (a) this Agreement; (b) the

Franchise Business or substantially all the assets of the Franchise Business; (c) the Franchise Location; or (d) any equity or voting interest in Franchise Owner. Any such act or event described above in this Section or any other act defined as a transfer elsewhere in this Agreement will be referred to as a "Transfer." Any permitted Transfer must only be made in accordance with the provisions of this Article 12. Franchise Owner does not have the right to sublicense any of the rights granted by this Agreement. Any attempted Transfer not in accordance with this Agreement will have no effect and will constitute a breach of this Agreement.

12.2 Transfer on Death or Incapacity.

If Franchise Owner or the last surviving owner of Franchise Owner (if Franchise Owner is a corporation, partnership, limited liability company or other entity) dies or becomes incapacitated, Franchise Owner's or its owner's rights under this Agreement will pass to the estate, heirs, devisees or legal representatives of Franchise Owner or its owner (collectively referred to in this Agreement as the "estate"). The estate may continue operation of the Franchise Business if: (a) the Franchise Business is not closed for more than 30 business days; (b) the estate provides a qualified individual acceptable to the Company to manage and operate the Franchise Business on a full time basis; (c) the manager attends and successfully completes the Company's training program at the estate's expense; and (d) the manager assumes full time operation of the Franchise Business within 90 days of the date Franchise Owner or Principal dies or becomes incapacitated. If the estate fails to designate an acceptable manager or the designated manager fails to attend and satisfactorily complete the training program and to assume the full time operation of the Franchise Business within 90 days of the death or incapacity, then the estate must sell the estate's interest in the Franchise Business or in this Agreement within 180 days of the date of death or incapacity. Any sale must be made in accordance with Section 12.4.

After the date of death or incapacity, until a trained manager assumes full time operational control of the Franchise Business or until the estate's interest in the Franchise Business or in this Agreement is sold, the Company may, at its option, assume control of and operate the Franchise Business. During any period that the Company operates the Franchise Business, the Company may deduct its expenses for payroll, travel, lodging, meals and all other expenses and fees from the Franchise Business's gross receipts. Any remaining gross receipts of the Franchise Business, after paying all other operational expenses of the Franchise Business will be paid to the estate. Any deficiency in amounts due to the Company under this Section or any deficiencies from operation of the Franchise Business must be paid by the estate within 10 days of a notice of deficiency from the Company. The Company is not obligated to operate the Franchise Business. If the Company does operate the Franchise Business, the Company will not be responsible for any operational losses of the Franchise Business, nor will the Company be obligated to continue operation of the Franchise Business.

12.3 Right of First Refusal.

Franchise Owner or any person owning an interest in Franchise Owner or any legal heir or devisee of any deceased Franchise Owner or person owning an interest in Franchise Owner ("Seller") who receives and desires to accept a bona fide offer from a third party to purchase all or part of Seller's interest in this Agreement, the Franchise Owner, the Franchise Business or the assets of the Franchise Business, must notify the Company in writing of such offer ("Offer Notice") within ten days of receipt of the offer. The transaction described in the Offer Notice will be referred to as

the "Transaction." The Offer Notice must describe the Transaction in detail, including the name and address of the proposed purchaser, the nature of the Transaction, the consideration to be paid and all other material terms and conditions of the Transaction. In addition to the Offer Notice, the Seller must also deliver copies of all documents to be executed in conjunction with the Transaction and any financial or other information as the Company may specify to reasonably inform the Company of the financial condition of the Franchise Business, including but not limited to financial statements and tax returns of the Franchise Business. The Company will then have, for a period of 30 days from the date of delivery of the information specified above, the right and option ("right of first refusal"), exercisable by written notice to the Seller, to purchase that interest on the terms specified in the Offer Notice (modified as described below).

The Company may designate a substitute purchaser to complete the Transaction. If the Transaction involves the purchase of stock or other ownership interests, the Company will have the option to purchase the assets of the Franchise Business instead for equivalent consideration. If the consideration, terms or conditions offered by the proposed purchaser are such that the Company may not reasonably be required to furnish the same, for example, if the consideration is not cash or cash equivalents, the Company may pay a reasonable equivalent in cash. If the Seller and the Company are not able to agree within a reasonable time on equivalent or substitute cash consideration, the Company may appoint an independent appraiser, whose determination will be binding on Seller and the Company.

If the Company exercises its right of first refusal, the Transaction will be closed by the later of: (a) 90 days after exercise of the right of first refusal; or (b) 30 days after any necessary determinations of equivalent or substitute cash consideration. The Company will be entitled to customary warranties, closing documents and post closing indemnification.

If the Company does not exercise its right of first refusal, or if the Company exercises its right of first refusal but fails to timely close the Transaction for any reason except the Seller's breach, the Seller may complete the Transaction, but only on the same terms as offered to the Company and subject to the Company's rights of approval as specified in this Article 12. If Franchise Owner does not complete the transfer within 90 days, the Company will again have the right of first refusal to purchase the interest.

12.4 Conditions of the Company's Consent to Transfer.

Before any Transfer, Franchise Owner or any person owning an interest in the franchise, or another appropriate person, must give written notice of the proposed Transfer to the Company, setting forth in detail the nature of the items to be transferred, the name, address and background of the proposed transferee, the consideration for the Transfer and any other information that the Company may reasonably require. This notice must also include a copy of any agreements relating to the proposed Transfer. After reviewing the information, the Company will determine, in accordance with the provisions of this Agreement and any procedures specified in the Operations/Training Manual, whether to grant its consent to the Transfer. The Company will not unreasonably withhold its consent to a Transfer of the type permitted by this Agreement.

Before the Company consents to a Transfer, the following conditions must be fulfilled:

(a) The proposed transferee must follow the same application procedures as a new franchise owner and must meet the same standards of character, business experience, financial strength, credit standing, health, reputation, business ability, experience, etc. as the Company has set for any new franchise owner.

(b) The terms of the proposed transfer must not place unreasonable burdens on the proposed transferee.

(c) Franchise Owner must be in full compliance with all provisions of this Agreement and must pay the Company all monies owing and must sign at the time of Transfer an agreement terminating this Agreement and releasing the Company from any claims.

(d) The proposed transferee must satisfactorily complete the Company's initial training program. The Company may impose a reasonable charge for this training program.

(e) The proposed transferee must, at the Company's option: (i) sign with the Company a Franchise Agreement on the standard form in use by the Company at the time of Transfer, which agreement would continue for the full term stated in the new Franchise Agreement, or (ii) sign, with Franchise Owner, an assignment and assumption satisfactory to the Company, whereby the proposed transferee would be entitled to all of Franchise Owner's rights under this Agreement and assume all of Franchise Owner's obligations under this Agreement.

(f) The proposed transferee must pay the Company a transfer fee of \$2,500, which will be due at the time of execution of a consent by the Company to the proposed Transfer.

(g) The proposed transferee must agree that, within 90 days of the transfer, it will take any action specified by the Company to make the Franchise Business comply with current appearance, mobile workshop, equipment and signage requirements.

(h) Franchise Owner and the proposed transferee must comply with any other standard procedures specified by the Company.

Franchise Owner acknowledges that the conditions listed above are necessary for protection of the Franchise Marks and System and do not impose unreasonable restrictions on a Transfer.

12.5 Transfers to Controlled Entities.

If Franchise Owner is in full compliance with this Agreement, the Agreement may be assigned to a corporation, partnership or other entity in which the Franchise Owner owns and will continue to own all the issued and outstanding stock, partnership interest, or other ownership interests and in which the Franchise Owner will act as its principal executive officer or manager ("Controlled Entity"), provided that:

(a) All owners of the Controlled Entity agree to be personally bound, jointly and severally, by all of the provisions of this Agreement;

(b) The Controlled Entity agrees to be bound by all the provisions of this Agreement and to assume and discharge all of the Franchise Owner's obligations under this Agreement; and

(e) The Controlled Entity will have no right to engage in a Transfer except in accordance with the provisions of Article 12 of this Agreement.

12.6 Assignment by the Company.

This Agreement is fully assignable by the Company and will inure to the benefit of any assignee or other legal successor to the interests of the Company. The Company may sell, assign, discount or otherwise transfer any rights under this Agreement or any other assets of the Company or its owners, without notice to or approval of Franchise Owner or any other franchise owner, at any time. However, the Company will remain liable for the performance of its obligations under this Agreement or will make provision for the performance of those obligations by the assignee, to the extent required by applicable law.

ARTICLE 13 – DEFAULT AND TERMINATION

13.1 Default by the Company and Termination by Franchise Owner.

Franchise Owner may terminate this Agreement only if: (a) Franchise Owner is in full compliance with all terms of this Agreement; (b) Franchise Owner provides written notice to the Company specifying a material default of this Agreement by the Company and the proposed date of termination; and (c) the Company has committed the material default and has not cured the default within 30 days of written notice from Franchise Owner of the material default. Written notice from the Franchise Owner of the material default must specify in writing with particularity the nature of the material default and the steps Franchise Owner requests that the Company take to cure the material default. The Company will have not less than 30 days to cure the material default. Failure of Franchise Owner to comply with the provisions of this Section will result in any attempt to terminate being deemed null and void and without legal effect. The Company will be considered in material default of this Agreement if the Company breaches any material obligations of the Company under this Agreement.

13.2 Default by Franchise Owner; Termination by the Company.

The Company has the right to terminate this Agreement before its expiration only for good cause and only in accordance with the requirements of Sections 13.3, 13.4 or 13.5 below. Good cause for termination by the Company includes any default of this Agreement by Franchise Owner. Franchise Owner will be considered in default of this Agreement on the occurrence of any of the events listed in Sections 13.3, 13.4 and 13.5 below.

13.3 Termination Before Opening; No Right to Cure.

Any of the following events of default will constitute good cause for termination of this Agreement by the Company and will entitle the Company, at the Company's option, to terminate this Agreement before the opening of the Franchise Business. Such termination will be effective on

delivery of written notice to Franchise Owner without affording Franchise Owner an opportunity to cure (except as may be required by applicable law).

(a) Franchise Owner fails to enter into a lease for the Franchise Location as required by this Agreement.

(b) The Company determines that Franchise Owner can not, will not complete or has not completed the Company's pre-opening training programs to the satisfaction of the Company, or fails to demonstrate the qualities and abilities that the Company deems necessary for the successful operation of the Franchise Business.

(c) Franchise Owner is unable to obtain, without extraordinary administrative proceedings or litigation, any permit or license necessary to develop and open the Franchise Business within 60 days of the date of this Agreement.

(d) Franchise Owner fails to cover or is unable to obtain adequate financing to cover all costs of developing and opening the Franchise Business.

13.4 Termination After Opening; No Right to Cure.

Any of the following events of default will constitute good cause for termination of this Agreement by the Company and will entitle the Company, at the Company's option, to terminate this Agreement after the opening of the Franchise Business. Such termination will be effective on delivery of written notice to Franchise Owner without affording Franchise Owner an opportunity to cure (except as may be required by applicable law).

(a) Any willful and material misrepresentation by Franchise Owner relating to the acquisition of this franchise or the on-going operation of the Franchise Business.

(b) The perpetration by the Franchise Owner of common law fraud against the Company or any customer of Franchise Owner or any material false or fraudulent representation made at the time of submission of a warranty application or claim, or submitted in connection with documents supporting the application or claim.

(c) A substantial number of complaints from customers relating to services provided by Franchise Owner or the acts or omissions of Franchise Owner.

(d) Any assignment or transfer of this Agreement or the Franchise Business without complying with Article 12 of this Agreement.

(e) The conviction of, or plea of guilty or no contest by the Franchise Owner or a Principal of the Franchise Owner to a crime for which the minimum penalty includes imprisonment for more than one (1) year or any other crime, offense or misconduct involving fraud or dishonesty or in any way relevant to the operation of the Franchise Business.

(f) Franchise Owner has received three or more prior notices of default and/or to terminate for the same or a similar default during any consecutive 12-month period.

(g) Franchise Owner has received four or more prior notices of default and/or to terminate, whether or not for the same or similar default, during any consecutive 12-month period.

(h) Any abandonment by Franchise Owner of the Franchise Business. Abandonment will be conclusively presumed if Franchise Owner fails to open the Franchise Business for a period of three consecutive business days without the prior written consent of the Company or fails to open the Franchise Business for business for a total of five business days within a twelve-month period.

(i) Franchise Owner operates the Franchise Business in a manner that presents a health or safety hazard to its customers, employees, or the public, and the same cannot by its nature be cured within a reasonable time period.

(j) Intoxication, illegal drug use or other substance abuse by Franchise Owner or Principal that materially interferes with the operation of the Franchise Business.

(k) Any conduct by the Franchise Owner that reflects materially and adversely on the operation or reputation of the Franchise Marks or System.

(l) Adjudication of bankruptcy of Franchise Owner, the insolvency of the Franchise Business, appointment of a receiver or trustee to take charge of the Franchise Business by a court of competent jurisdiction or a general assignment by Franchise Owner for the benefit of creditors.

13.5 Termination After Opening; Right to Cure.

Any of the following events of default will constitute good cause for termination of this Agreement by the Company and will entitle the Company, at the Company's option, to terminate this Agreement after the opening of the Franchise Business. Such termination will be effective after written notice to Franchise Owner and Franchise Owner's failure to cure the defaults during the applicable cure period.

(a) Failure of Franchise Owner to promptly pay its obligations to the Company or third party suppliers as they become due, failure to pay rent or the occurrence of any other default under a lease or finance agreement for the real or personal property involved in the Franchise Business.

(b) Failure of Franchise Owner to operate in accordance with the uniform standards of the Company, failure of Franchise Owner to meet current quality control standards according to the provisions of the Operations/Training Manual or failure to permit quality control checks and inspections by the Company's representatives.

(c) Failure of Franchise Owner to make the products of the Primary Manufacturers the principal product offering of the Franchise Business.

(d) If Franchise Owner is any entity other than a natural person, any dispute, disagreement or controversy between or among the stockholders, members, partners, directors, officers or managers of Franchise Owner, which materially and adversely affect the ownership, operation, management or business of the Franchise Business.

(e) Any breach by Franchise Owner of any material obligation of Franchise Owner under this Agreement or a breach by Franchise Owner of any material obligation of Franchise Owner under any other agreement entered into with the Company.

(f) The cancellation of any guaranty of the obligations of this Agreement that was executed in conjunction with the execution of this Agreement.

Written notice from the Company under this Section 13.5 must specify any defaults under this Agreement or other reasons for termination and the date the termination will be effective. The effective date of termination must be at least 10 days for the non-payment of any amounts due to the Company or another person and at least 30 days in all other instances from the date of notice. Termination will be automatically effective without further action by the Company on the date specified in the notice as the effective date of termination unless Franchise Owner completely cures, before the date specified in the notice as the effective date of termination, all the defaults or other reasons for termination specified by the Company in the notice.

ARTICLE 14 - EFFECT OF EXPIRATION OR TERMINATION

14.1 Obligations of Franchise Owner.

On expiration or termination of this Agreement for any reason (including termination on a transfer), Franchise Owner's rights to use the Marks and the System and all other rights associated with being an authorized franchise owner of the Company will cease and Franchise Owner must do the following:

(a) Franchise Owner must immediately and permanently discontinue the use of the Marks, the System or any marks or names or logos confusingly similar to the Franchise Marks, or any other materials that may, in any way, indicate that Franchise Owner is or was a franchise owner of the Company, or in any way associated with the Company.

(b) Franchise Owner must immediately discontinue all advertising placed or ordered. Franchise Owner must remove and deliver to the Company all sign faces, advertising and promotional material, stationery, letterhead, forms and any other items bearing the Franchise Marks. Franchise Owner must bear the cost of sign and other identification removal and the cost of shipping signs and other materials to the Company. If Franchise Owner remains in possession of the Franchise Location, Franchise Owner must alter the premises to distinguish the premises from the appearance of an EntryPoint Business.

(c) Franchise Owner must cease using the Operations/Training Manual and any proprietary business information provided by the Company and return to the Company the Operations/Training Manual and any original materials and other bulletins received from the Company containing information about the Franchise Business and any authorized or unauthorized copies of those materials.

(d) Franchise Owner must cease to use all telephone numbers that have been used in the Franchise Business and if requested by the Company, must assign all telephone numbers of the Franchise Business to the Company. Franchise Owner acknowledges that as between the Company and the Franchise Owner, the Company has the sole rights to all telephone numbers and directory listings associated with the Franchise Marks and Franchise Owner authorizes the Company, and appoints the Company and any officer of the Company as its attorney-in-fact, to direct the telephone company and all listing agencies to transfer the telephone numbers or listings to the Company or its agent or assignee if the Franchise Owner fails or refuses to do so. The telephone company and all listing agencies may accept the direction in this Agreement as conclusive evidence of the exclusive rights of the Company in such telephone numbers and directory listings and its authority to direct their transfer.

(e) Franchise Owner must cease using any business name containing any of the Franchise Marks and must file an abandonment or discontinuance of the name with the appropriate local, county or state agency and simultaneously send proof of that filing to the Company.

14.2 Option to Assume Lease.

If Franchise Owner leases the Franchise Location from a third party that is not affiliated with Franchise Owner and this Agreement terminates or expires for any reason, the Company will have the right to assume Franchise Owner's lease for the Franchise Location. If the Company exercises this right, the Company must assume and hold Franchise Owner harmless from all liability under the lease arising after the assumption by the Company. If the Franchise Location is owned by Franchise Owner or any corporation, partnership, limited liability company or other entity controlled by or under common control with Franchise Owner or the owners of Franchise Owner and this Agreement terminates or expires, for any reason, the Company will have the option to lease the Franchise Location on substantially the same terms and conditions contained in Franchise Owner's lease for the Franchise Location, or, if no such lease exists or if such lease contains commercially unreasonable terms, then on terms and conditions that are commercially reasonable. The Company must exercise the option granted in this Section within 30 days of the date of expiration or termination of this Agreement.

14.3 Option to Purchase Assets.

If this Agreement expires or terminates for any reason, except termination by Franchise Owner for cause, the Company will have the option, but not the obligation to purchase the assets of the Franchise Business, including the mobile workshop. The purchase price will be the fair value of the assets as agreed by the parties or in the absence of an agreement, as determined by an independent qualified appraiser selected by the Company and Franchise Owner. If the Company and Franchise Owner cannot agree on an independent appraiser, each will select an independent

appraiser qualified or certified to make the appraisal. The independent appraisers chosen will then select a third independent appraiser. The third independent appraiser will determine the fair value of the assets and his or her determination will be binding on the parties. The purchase price will be reduced by any current and long-term liabilities of the Franchise Business that the Company agrees to assume and any amounts owed to the Company by Franchise Owner. The Company must exercise the option granted in this Section within 45 days following the determination of a price for the assets. Closing of the sale must take place within 45 days after the Company exercises its option to purchase the assets or a later date, if agreed to by the parties, as necessary to comply with applicable bulk sales or other similar laws.

14.4 Surviving Obligations.

Termination or expiration of this Agreement will not affect Franchise Owner's obligations or liability to the Company for amounts owed to the Company under this Agreement or for the Company's damages attributable to the loss of bargain resulting from termination of this Agreement before its expiration. Also, termination of this Agreement will not affect Franchise Owner's obligations under Article 6 relating to the Franchise Marks, Section 8.14 relating to indemnification, Article 11 relating to confidentiality and non-competition, Article 15 relating to law and jurisdiction and dispute resolution or other obligations in this Agreement which, by their terms or intent survive termination or expiration of this Agreement.

14.5 Damages for Loss of Bargain.

In addition to any other remedies available to the Company, if this Agreement is terminated before its expiration (other than termination by Franchise Owner for cause), the Company will be entitled to recover from Franchise Owner damages attributable to the loss of bargain resulting from that termination. The parties stipulate and agree that the damages for the Company's loss of bargain will be the present value of the royalty and advertising fees that would have been payable to the Company for the balance of the term of this Agreement, but not more than thirty-six (36) months.

The parties acknowledge and agree that the actual damages that will be sustained by the Company if this Agreement is terminated before its expiration are incapable of calculation at the time of execution of this Agreement. The parties further acknowledge and agree that the damages set forth in this Section are a reasonable estimation of those damages.

14.6 Remedies.

Termination or expiration of this Agreement and/or enforcement of the provisions of this Section will not affect or prejudice any other rights or remedies of the Company for a default under this Agreement by Franchise Owner whether those rights and remedies are contained in this Agreement or otherwise provided by law or equity.

ARTICLE 15 – DISPUTE RESOLUTION; LAW AND JURISDICTION; INJUNCTIVE RELIEF; COSTS OF ENFORCEMENT; TIME PERIOD FOR BRINGING CLAIMS

15.1 Negotiation.

Except for actions described in Section 15.7, the parties will try to resolve all disputes by having the Franchise Owner or a Principal negotiate with an executive officer of the Company to resolve the dispute, including at least one face-to-face meeting. The parties agree to conduct these negotiations in good faith and to use their best efforts to resolve any such disputes. If the parties have not resolved the dispute within 30 days after beginning these negotiations, then either party may demand arbitration of the dispute in accordance with Sections 15.2 and 15.3.

15.2 Binding Arbitration.

Except for actions described in Section 15.7, all controversies, disputes or claims between: (a) the Company and/or its officers, directors, members, managers, employees, agents or representatives; and (b) Franchise Owner, and/or its officers, directors, members, managers, employees, agents or representatives; arising out of or related to this Agreement or any other agreement between the Company and Franchise Owner or any provision of such agreement or the Company's relationship with Franchise Owner, must be submitted for binding arbitration in accordance with the provisions of this Article 15 on the demand of either party. A party may demand arbitration for a dispute, only after complying with the duty to negotiate contained in Section 15.1. Except as otherwise provided in this Article 15, such arbitration proceeding must be conducted in accordance with the commercial arbitration rules (the "Rules") of the American Arbitration Association ("AAA"). The Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) (the "Act") and not any state arbitration law will govern all matters relating to arbitration.

The provisions of this Article 15 are intended to benefit and bind certain third party non-signatories and will continue in full force and effect after and notwithstanding the expiration or termination of this Agreement.

15.3 Arbitration Procedures.

Any matter will be adjudicated before one arbitrator unless the Company elects for the dispute to be decided before a panel of three arbitrators. The arbitration will be administered and conducted in the office of the AAA in or closest to Ottawa County Michigan. The parties desire that at least one of the arbitrators be an attorney familiar with franchise matters. The arbitrator will follow the Rules except as otherwise provided in this Section. The arbitrator will comply with the Federal Rules of Evidence; will grant limited discovery consisting of written interrogatories and requests for production of documents eliciting only relevant evidence; will provide for the exchange of witness lists and exhibit copies; and will conduct a pretrial and rule on dispositive motions. Each party will have the right to request the arbitrator to make findings of specific factual issues.

The Company and Franchise Owner agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. The Company and Franchise Owner further agree that, in connection with any such arbitration proceeding, each must submit or file any claim that would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the

same proceeding as the claim to which it relates. Any such claim that is not submitted or filed as described above will be forever barred.

The Company and Franchise Owner agree that arbitration will be conducted on an individual, not a class-wide, basis, and that an arbitration proceeding between the Company and its affiliates, officers, directors, members, managers, employees, agents or representatives and Franchise Owner, or its affiliates, officers, directors, members, managers, employees, agents or representatives, may not be consolidated with any other arbitration proceeding between them and any other person, corporation, limited liability company, partnership or other entity.

The arbitrator will complete the proceedings and render a decision within ninety (90) days after submission of the dispute, unless both parties agree to an extension. Each party will cooperate with the arbitrator to comply with procedural time requirements, and the failure to do so will entitle the arbitrator to extend the arbitration proceedings accordingly, and to impose sanctions on the party responsible for the delay, payable to the other party. If the arbitrator does not fulfill his/her responsibilities on a reasonably timely basis, either party will have the right to require a replacement and the appointment of a new arbitrator, and may, for that purpose, invoke the jurisdiction of the Ottawa County, Michigan Circuit Court or the Federal District Court for the Western District of Michigan.

15.4 Decision of Arbitrator.

The decision of the arbitrator will contain findings of fact on which the decision is based, including any specific factual findings requested by either party, and will further contain the reasons for the decision with reference to the legal principals on which the arbitrator relies. The arbitrator will have the right to award or include in the award any relief that the arbitrator deems proper under the circumstances, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorney's fees and costs, provided that the arbitrator will not have the right to award special, exemplary or punitive damages. The decision of the arbitrator will be final and binding on the parties, subject only to appeal rights under the Act, and a judgment by a court of competent jurisdiction may be entered in accordance with the decision.

15.5 Choice of Law.

This Agreement will take effect only on its acceptance and execution by the Company (which will be deemed to be in Michigan), and, except for the applicability of the Federal Arbitration Act, will be interpreted and construed under the laws of Michigan. If there is any conflict of law, the laws of Michigan will prevail, without regard to the application of Michigan conflict-of-law rules. If, however, any provision of this Agreement would not be enforceable under the laws of Michigan, and if Franchise Owner's business is located outside of Michigan and such provision would be enforceable under the laws of the state in which Franchise Owner's business is located, then such provision will be interpreted and construed under the laws of that state. Nothing in this Section is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Michigan to which it would not otherwise be subject.

15.6 Venue.

Subject to Section 15.3 above, any action brought by Franchise Owner against the Company must be brought exclusively, and any action brought by the Company against Franchise Owner may be brought, in the Federal District Court for the Western District of Michigan; provided, however, that if the federal court would not have subject matter jurisdiction had the action been commenced in such court, then the action must (with respect to actions commenced by Franchise Owner), and may (with respect to actions commenced by the Company), be brought in the Ottawa County, Michigan Circuit Court. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

15.7 Injunctive Relief.

Notwithstanding Sections 15.1 and 15.2, the Company will have the right, without the posting of any bond or security, to apply to a court of competent jurisdiction for a specific enforcement of the terms of this Agreement, by petitions for temporary or permanent injunctions or other equitable relief. Specifically, the Company will have the right to obtain injunctive relief to prevent Franchise Owner from engaging in the following acts, which Franchise Owner acknowledges would cause irreparable harm to the Company: (a) misusing the Franchise Marks during the term of this Agreement or infringing on the Franchise marks after termination of this Agreement; (b) misusing any of the rights franchised by this Agreement; (c) engaging in competitive operations in violation of the in-term and post-term restrictions on competition set forth in Article 11; (d) disclosing to any person or using in a competitive business, the trade secrets or confidential information of the Company; (e) engaging in any Transfer without complying with this Agreement; (f) engaging in acts or practices in violation of applicable laws and regulations or that are fraudulent, dishonest or create health or other hazards to the public; or (g) significantly impairing the goodwill associated with the Company. The Company's rights to apply for injunctive relief are in addition to all other remedies available to the Company under applicable law.

15.8 Costs of Enforcement.

If any legal action or other proceeding is begun for the enforcement of this Agreement, or for an alleged dispute, breach, default or misrepresentation under any term of this Agreement, the prevailing party is entitled to recover reasonable pre-institution and post-institution attorneys fees, court costs, and all expenses even if not taxable as court costs (including all fees and expenses incident to appellant, bankruptcy and post-judgment proceedings), incurred in the action or proceeding in addition to all other relief to which the party is entitled. Attorneys fees includes paralegal fees, administrative costs, investigative costs, costs of expert witnesses, court reporter fees, sales and use taxes, if any, and all other charges billed by the attorney to the prevailing party. If the Company engages legal counsel because of the Franchise Owner's failure to pay when due any monies owed under this Agreement or submit when due any reports, information or supporting records, or for any failure to otherwise comply with this Agreement, the Franchise Owner must reimburse the Company on demand for all of the above listed expenses the Company incurs.

15.9 Jury Waiver; Time Period for Bringing Claims; Limitation of Damages.

SUBJECT TO APPLICABLE STATE LAW, THE COMPANY AND FRANCHISE OWNER IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF

THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

ALL CLAIMS ARISING UNDER THIS AGREEMENT OR FROM THE RELATIONSHIP BETWEEN THE PARTIES ARE BARRED UNLESS AN ACTION IS FILED AND TIMELY SERVED ON THE OPPOSING PARTY WITHIN ONE YEAR FROM THE DATE THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE FACTS CREATING THE CLAIM, EXCEPT TO THE EXTENT ANY APPLICABLE LAW OR STATUTE PROVIDES FOR A SHORTER PERIOD OF TIME TO BRING A CLAIM OR AS OTHERWISE REQUIRED BY LAW.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE COMPANY AND FRANCHISE OWNER WAIVE IN ANY ARBITRATION OR JUDICIAL ACTION, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF ANY SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY THAT PARTY.

ARTICLE 16 - MISCELLANEOUS

16.1 Independent Contractor.

Franchise Owner is and will be considered an independent contractor with control and direction of its business and operations limited only by the conditions set forth in this Agreement or otherwise specified by the Company. No agency, employment, partnership or joint venture is created by this Agreement and neither party has the right to act on behalf of the other. The parties acknowledge that this Agreement does not create a fiduciary relationship between the parties.

16.2 Waivers.

The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, will not affect the right of that party to require performance of that provision or to exercise any right under this Agreement. The failure or delay of the Company to require performance by another franchise owner of any provision of its franchise agreement, even if known, will not affect the right of the Company to require performance of that provision in this Agreement or to exercise any right under this Agreement. Any waiver by any party of any breach of any provision of this Agreement is not a waiver of any continuing or later breach of that provision, a waiver of the provision itself, or a waiver of any right under this Agreement. No notice to or demand on any party in any case, of itself, entitles that party to any other notice or demand in similar or other circumstances.

16.3 Consents, Approvals and Satisfaction.

Whenever the Company's consent or approval is required under this Agreement, consent or approval will not be unreasonably withheld or delayed unless specifically stated in this Agreement to the contrary. All consents or approvals required of the Company are not binding on the Company unless the consent or approval is in writing and signed by a managing member or executive officer of the Company. The Company's consent or approval, whenever required, may be withheld if the Franchise Owner is in default under this Agreement. Where the satisfaction of the Company is

required under this Agreement, unless the Agreement expressly states otherwise, the satisfaction is determined in the Company's sole discretion. The Company will have no liability or obligation to the Franchise Owner by providing any waiver, approval, assistance, consent or suggestion to Franchise Owner.

16.4 Third Parties.

Except as provided in this Agreement to the contrary for any affiliates of the Company, nothing in this Agreement, whether expressed or implied, is intended to confer any rights under this Agreement on any person (including other franchise owners) other than the parties and their respective personal representatives, other legal representatives, heirs, successors and permitted assigns.

16.5 Cumulative Remedies.

All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

16.6 Notices.

Notices under this Agreement must be in writing signed by the party serving the same and must be sent by: (a) registered or certified mail, return receipt requested, postage pre-paid, in which case the notice will be complete two days after mailing; (b) overnight courier service, in which case the notice will be complete one day after delivery to the overnight courier; or (c) facsimile with proof of completion, in which case the notice will be complete one day after proof of completion. The notice must be sent to the address or facsimile number set forth below or at such address or facsimile number as designated by notice pursuant to this Section.

If to the Company:

EntryPoint, LLC
8010 Sunport Drive, Suite 114
Orlando, Florida 32809
Facsimile number: (407) 926-1871

If to the Franchise Owner:

See Item 4 of Appendix A.

16.7 Unavoidable Contingencies.

Neither party will be responsible for any contingency that is unavoidable or beyond its control, such as strike, flood, war, rebellion, governmental limitation or Act of God.

16.8 Entire Agreement; Modifications.

This Agreement and all appendices and other documents attached to this Agreement are incorporated in this Agreement and will constitute the entire agreement between the parties. This Agreement supersedes all previous written and oral representations, agreements or understandings

between the parties. This Agreement may not be amended or modified except in a writing executed by both parties.

16.9 Severability.

Each Section, part or provision of this Agreement will be considered severable. If a court of competent jurisdiction finds any Section, part or provision of this Agreement unenforceable, that determination will not impair the operation or affect the validity of the remainder of this Agreement.

16.10 Uniformity.

Franchise Owner acknowledges that some of the Company's franchise owners may operate under different forms of franchise agreements and that consequently, the Company's obligations and rights with respect to its various franchise owners may differ materially in different circumstances.

16.11 Obligations Joint and Several.

If there is more than one individual or entity executing this Agreement as Franchise Owner, all such persons are jointly and individually liable for the Franchise Owner's obligations under this Agreement.

16.12 Execution by the Company.

The submission of this Agreement is not an offer by the Company and the Company is not bound in any way until this Agreement is executed by a managing member or an executive officer of the Company.

16.13 Ownership of Franchise Owner.

The owners and percentage of ownership of Franchise Owner are listed on the Legal Entity Form attached as Appendix B.

16.14 Headings.

Section headings are for convenience of reference only and do not limit or affect the provisions of this Agreement.

EntryPoint, LLC

By: _____

Its: _____

Acknowledged before me in _____ County, _____, on _____,
20____, by _____, the _____ of EntryPoint, LLC,
a Michigan limited liability company.

Notary Public, _____ County, _____
My Commission Expires: _____

CORPORATE OR PARTNERSHIP
FRANCHISE OWNER

By: _____

Its: _____

Acknowledged before me in _____ County, _____, on _____,
20____, by _____, the _____ of _____, a
_____.

Notary Public, _____ County, _____
My Commission Expires: _____

(Individual Franchise Owner(s))

Acknowledged before me in _____ County, _____, on _____,
20____, by _____
_____.

Notary Public, _____ County, _____
My Commission Expires: _____

OBLIGATIONS OF INDIVIDUALS INVOLVED IN FRANCHISE BUSINESS

Each of the individuals signing below are directly or indirectly beneficially interested in the Franchise Business and join in and agree to be jointly and severally and personally bound by all the terms and provisions of this Agreement, other than those requiring the payment of money by Franchise Owner, to the same extent and in the same manner as Franchise Owner is bound. This paragraph will not impair any separate instrument of guaranty or subordination that any of the individuals signing below have executed or may execute in the future.

(sign individually without title)

APPENDIX A—ADDITIONAL CONTRACT TERMS

ITEM 1: The Territory referred to in Section 2.1 is:

ITEM 2: The Franchise Location as referred to in Sections 2.2(a) and 7.1 is:

ITEM 3: The Principals under Section 8.7 is/are:

ITEM 4: The Franchise Owner's address and facsimile number for purposes of notice under Section 16.6 are:

Facsimile number: () -

Dated: _____

Entrypoint, LLC

Corporate or Partnership
Franchise Owner

By: _____

By: _____

Its: _____

Its: _____

(Individual Franchise Owner(s))

APPENDIX B—LEGAL ENTITY FORM

THE UNDERSIGNED REPRESENT THAT THE FOLLOWING IS CORRECT AND TRUE:

1. LEGAL NAME _____
- TYPE OF ENTITY
 (sole proprietorship,
 corporation, partnership,
 limited liability
 company) _____
- STATE OF
 ORGANIZATION
 OF ENTITY _____
- d/b/a (if applicable) _____
- ADDRESS _____
- BUSINESS
 TELEPHONE _____

2. NAME, HOME ADDRESS/PHONE, TITLE, % OWNERSHIP

Name _____

Address _____

Telephone _____

Title _____ % Ownership _____

Name _____

Address _____

Telephone _____

Title _____ % Ownership _____

Name _____

Address _____

Telephone _____

Title _____ % Ownership _____

Name _____

Address _____

Telephone _____

Title _____ % Ownership _____

3. ALL OWNERS MUST SIGN:

_____ Dated: _____

_____ Dated: _____

_____ Dated: _____

_____ Dated: _____

APPENDIX C—ACKNOWLEDGMENTS BY FRANCHISE OWNER

As you know, you and we are entering into a Franchise Agreement for the operation of an EntryPoint Business. The purpose of this Acknowledgement Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your Franchise Business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgements and Representations*

1. Did you receive a copy of our Offering Circular (and all exhibits and attachments) at least 10 business days before signing the Franchise Agreement? Check one: ☐ Yes ☐ No. If no, please comment: _____

- 1A. For Illinois residents or those wishing to locate their franchise in Illinois, did you receive a copy of our Offering Circular (and all exhibits and attachments) at least 14 calendar days before signing the Franchise Agreement? Check one: ☐ Yes ☐ No. If no, please comment: _____

2. Have you studied and reviewed carefully our Offering Circular and Franchise Agreement? Check one: ☐ Yes ☐ No. If no, please comment: _____

3. Did you receive a copy of the Franchise Agreement at least five business days before signing the Franchise Agreement? Check one: ☐ Yes ☐ No. If no, please comment: _____

4. Did you understand all the information contained in both the Offering Circular and Franchise Agreement? Check one: ☐ Yes ☐ No. If no, please comment: _____

5. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Offering Circular? Check one: ☐ Yes ☐ No. If yes, please state in detail the oral, written or visual claim or representation: _____

6. Except as stated in Item 19 of the EntryPoint, LLC Franchise Offering Circular, did any employee or other person speaking on behalf of EntryPoint, LLC make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any EntryPoint Business, or the likelihood of success at your Franchise Business? Check

one: ☐ Yes ☐ No. If yes, please state in detail the oral, written or visual claim or representation: _____

7. Except as stated in Item 19 of the EntryPoint, LLC Franchise Offering Circular, did any employee or other person speaking on behalf of EntryPoint, LLC make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Offering Circular or that is contrary to, or different from, the information contained in the Offering Circular. Check one: ☐ Yes ☐ No. If yes, please comment: _____

8. Do you understand that the franchise granted is for the right to operate the Franchise Business in the Territory, as stated in Section 2.1, and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations, as we determine, outside of your Territory using any trademarks? Check one: ☐ Yes ☐ No. If no, please comment: _____

9. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise for the Franchise Business, meaning that any prior oral or written representations, statements or agreements not set out in the Franchise Agreement will not be binding? Check one: ☐ Yes ☐ No. If no, please comment: _____

10. Do you understand that the success or failure of your Franchise Business will depend in large part on your skills and experience, your business acumen, your location, the local market for services under the EntryPoint trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Franchise Business may change? Check one: ☐ Yes ☐ No. If no, please comment: _____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGEMENT.

Signed: _____

Print Name: _____

Date: _____

Signed: _____

Print Name: _____

Date: _____

APPROVED ON BEHALF OF
EntryPoint, LLC

Signed: _____

Print Name: _____

Date: _____

By: _____

Title: _____

Date: _____

*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law.

APPENDIX D—PERSONAL GUARANTY

The undersigned, in order to induce EntryPoint, LLC (the "Company") to enter into a Franchise Agreement, dated the _____ day of _____, 20____, with _____ ("Franchise Owner"), unconditionally, jointly and severally:

1. Guaranty to the Company, its successors and assigns, the prompt and full payment and performance of all obligations of Franchise Owner to the Company including, without limitation, all obligations arising out of the Franchise Agreement or any other agreement between the parties, such as leases, subleases or purchases on open account;

2. Agree to pay to the Company all costs and expenses, including reasonable attorney fees, incurred in enforcing this Guaranty;

3. Waive acceptance of this Guaranty by the Company and waive presentment, demand for payment, protest, notice of dishonor and any other notice or demand of any kind and the necessity of the Company instituting legal proceedings against Franchise Owner;

4. Consent that the Company will have the right, without notice, to deal in any way at any time with Franchise Owner or any other guarantor, or to grant any such person any extensions of time for payment of any indebtedness, or any other indulgences or forbearances whatever, without notice to us and without in any way affecting our personal liabilities;

5. Agree that this guaranty is an absolute and continuing guarantee and will remain in effect unless revoked in writing by guarantor;

6. Agree that as long as Franchise Owner owes any monies to the Company (other than payments that are not past due) Franchise Owner will not pay and the undersigned will not accept payment of any part of any indebtedness owed by Franchise Owner to us, or any one of us, either directly or indirectly, without the consent of the Company; and

7. AGREE THAT THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN (WITHOUT REFERENCE TO THE CONFLICT OF LAWS PROVISIONS); IRREVOCABLY SUBMIT OURSELVES TO THE JURISDICTION OF THE STATE COURTS OF OTTAWA COUNTY MICHIGAN AND TO THE FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF MICHIGAN; WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION; AGREE THAT SERVICE OF PROCESS MAY BE MADE ON US IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR OUR RELATIONSHIP WITH THE COMPANY BY ANY MEANS ALLOWED BY MICHIGAN OR FEDERAL LAW; AGREE THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS GUARANTY WILL BE THE STATE COURTS IN OTTAWA COUNTY MICHIGAN OR THE FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF MICHIGAN; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES

INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, THE COMPANY MAY
BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

Dated: _____

GUARANTOR

Dated: _____

GUARANTOR

Dated: _____

GUARANTOR

Dated: _____

GUARANTOR