

EXHIBIT C

**MASTER FRANCHISE SALES
AGREEMENT**

Master Franchise Sales Agreement

This Master Franchise Sales Agreement ("Agreement") is made on _____, 200_, between PRONTOWASH USA, LLC., a Florida limited liability company of Miami, Florida ("Company"), and _____, a _____ of _____ ("Master Sales Franchisee" or "MSF").

RECITALS

- A. Company owns proprietary and other rights and interests in various service marks, trademarks, trade names and goodwill used in its business including the trade name and trademark "PRONTOWASH."
- B. Company operates and franchises others to operate Car Care Points of Service ("POS") under the trade name and service mark "PRONTOWASH", using procedures, business methods, cleaning materials, business forms and business policies Company developed. Company has also developed a body of knowledge pertaining to the establishment and operation of POS.
- C. MSF understands that MSF will receive confidential and proprietary information from Company or from Company's officers, employees, agents, franchisees, or other master sales franchisees of Company ("Confidential Information") that has been developed by Company with a great deal of effort and expense. MSF acknowledges that the Confidential Information is being made available so that MSF may more effectively develop and provide services to Prontowash franchises ("Franchises"). This Confidential Information and the related materials shall remain the property solely of Company and be promptly returned on request. Company may elect to appoint others as MSFs to help Company develop and service Franchises.
- D. MSF acknowledges that its success depends primarily on MSF's efforts and that neither Company nor any of its agents or representatives made any oral, written or visual representations or projections of actual or potential sales, earnings, income, net or gross profits. MSF understands that it may lose money or fail.
- E. MSF desires to act as an independent contractor to assist in generating interest in, making sales of, developing and servicing Franchises in the territory stated in Exhibit "B" to this Agreement (the "Territory")

Acknowledging the above recitals, the parties agree as follows:

AGREEMENT

1. Appointment. Company appoints MSF, and MSF accepts the appointment, as a master sales franchisee to generate interest in, assist Company to make sales of, develop and provide services to Franchises in the Territory.

2. Term of Agreement. The term of this Agreement starts on the date first stated above, and shall continue for ten (10) years, unless sooner terminated by agreement of the parties, or as otherwise provided herein. If MSF has complied fully with all the conditions precedent to renewal in Section 14, then MSF shall have the right, but no obligation, on expiration of this Agreement to enter into a renewal Master Franchise Sales Agreement (the "Renewal Agreement") for one consecutive ten (10) year term (the "Renewal Term").

3. Initial Master Franchise Sales Fee. On execution of this agreement, MSF shall pay Company an initial master franchise sales fee of \$ _____. This fee is deemed to be fully earned when paid, and is nonrefundable.

4. Franchise Development.

4.1. MSF shall generate interest in, assist Company to make sales of and develop Franchises by (a) providing all bona fide prospects for franchises in the Territory who satisfy Company's then applicable franchisee selection guidelines, whether generated by Company or MSF, with truthful, accurate and complete information about Company on a timely basis in conformity with all policies of Company as established and modified from time to time and applicable federal, state and local laws and regulations; and (b) assisting or consulting with prospects on site selection, lease negotiation; construction, openings; and other matters.

4.2. MSF shall provide prospective franchisees such disclosure documents (such as the Uniform Franchise Offering Circular) as are required by applicable federal and state laws, rules and regulations in compliance with timing and other requirements of such laws, rules and regulations pertaining to franchise offers and sales. MSF shall provide to Company each and every advertising, marketing and other material (and each proposed revision of such material) that MSF proposes to use in connection with the activities provided for in this Agreement. MSF shall make any changes to those materials that Company requests from time to time.

4.3. MSF shall follow Company's then applicable franchisee selection guidelines, which may be revised from time to time. MSF acknowledges that MSF has no authority to execute any Franchise Agreement. MSF shall arrange for each Franchise Agreement which Company is willing to enter into, to be signed by Company. MSF acknowledges and agrees that Company retains ultimate discretion and judgment whether or not to enter into a Franchise Agreement with any particular prospective franchisee, neither the franchisee selection guidelines, nor anything in this Agreement or elsewhere, obligates Company to enter into any particular Franchise Agreement or to agree to permit any particular prospective franchisee to become a Franchisee. Company may act in Company's own self-interest in determining whether or not to enter into any potential Franchise Agreement and MSF waives and shall not have any claim as a result of any such determination.

4.4. MSF shall support the Franchises in the Territory (“Franchisees”) by assisting them with POS openings and subsequent operations, inspecting POS and providing guidance to Franchisees. MSF shall consult with Franchisees on proper setup and launch of their POS including but not limited to marketing programs, design of storage facilities, hiring contractors, and purchase of equipment and signs. MSF shall provide advertising consultation to Franchisees.

4.5. MSF shall implement and uphold the provisions of the franchise system to be followed by Franchisees in the Territory, as established and modified by the Company from time to time.

4.6. MSF shall at all times meet or exceed agreed growth objectives stated in Exhibit A. Determinations or actions by Company pursuant to Section 4.3 do not constitute an excuse for noncompliance with the growth objectives.

4.7. MSF shall participate financially in any promotion programs established by Company to promote the sale of Franchises in the Territory. Company will advance the combined contribution of Company and MSF and shall charge MSF fifty percent (50%) of the combined contribution. Company shall deduct MSF’s share from any amounts due from Company to MSF. Company shall seek MSF’s consent and budget approval for these promotion programs before implementing them but Company retains ultimate decision-making and control over all such programs and in the event of difference of opinion or impasse, Company’s decision controls..

4.8. MSF shall be responsible for setup and installation of POS equipment and storage facilities for Franchises in the Territory. All equipment and storage facilities shall satisfy Company’s standards for design, construction, appearance, function and other characteristics. MSF shall consult and coordinate efforts with Franchisees but shall have no obligation to pay franchisee expenses and costs.

4.9. MSF shall bear all costs of developing prospective Franchises into operating POS. These costs may include but are not limited to providing initial and ongoing training to Franchisees pursuant to the ProntoWash System and any additional Franchisee training as Company deems advisable, as well as all other costs and expenses associated with the performance of MSF’s obligations in this Agreement. MSF shall provide the necessary support to train, launch, audit and consult with Franchisees in the Territory.

4.10. MSF shall provide, at its expense, a sufficient number of qualified and trained representatives, as business warrants, to advise Franchisees on opening of their POS in the Territory, and thereafter give additional training to Franchisees and their employees. All MSF’s representatives must attend and pass Company’s field representative training course within six months of their appointment by MSF. Prior to attending the course, they must be trained by MSF in those areas, and for those periods of time, as required by Company pursuant to guidelines set by Company.

4.11. MSF shall at all times conduct business honestly, ethically, in compliance with all laws and in all other respects in a manner that maintains a high level of satisfaction by Franchise owners in the Territory.

4.12. MSF shall cooperate in providing complete information, completing questionnaires, and taking other actions that Company requests from time to time, to assist Company in preparing and updating franchise offering circulars and other disclosure documents.

4.13. MSF shall seek and identify potential locations to for POS' in the Territory.

4.14. MSF shall assist Franchisees in obtaining land use and other permits as required prior to opening each franchise location. MSF shall retain at MSF's sole expense a land use attorney to review regional permit issues, governmental regulations and procedures prior to opening franchises. MSF may re-allocate these costs to franchisees in MSF's territory.

4.15. MSF shall perform the above obligations in this Section 4, all in accordance with guidelines established and modified by Company from time to time, and in accordance with any specific instructions provided by Company from time to time.

5. MSF Operations.

5.1. MSF shall operate its business in compliance with all applicable laws and government regulations. MSF shall obtain at MSF's expense and keep in force, any registrations, permits, licenses and other consents required to conduct business and perform the obligations in this Agreement. MSF shall operate its business in accordance with guidelines established and modified from time to time by Company. MSF shall conform to all modifications made by Company, which MSF acknowledges may require incurring expenses and expenditures necessitated by those modifications, within time periods established by Company.

5.2. MSF shall direct all payments from Franchisees to Company. Any payments by Franchisees received by MSF, shall be deemed to be held by MSF temporarily and in trust (with MSF having the fiduciary obligations of a trustee for the benefit of Company), for the sole purpose of immediate delivery by MSF to Company. MSF shall direct and require all Franchisees to make payments payable to Company and to deliver those payments directly to Company. Nothing in this Section 5.2 purports to authorize MSF to receive or accept payments from Franchisees for any reason.

5.3. MSF shall attend, at its expense, at least one (1) required Company national meeting each calendar year. Meeting locations shall be selected by Company in Company's discretion.

5.4. MSF shall at MSF's option, assist Company to reopen, sell, permanently close or take other steps with regard to POS in the Territory that close or cease operations. MSF will oversee reopening of the POS and continued operation as a Company POS until the POS is sold or otherwise transferred to a Franchisee. While such a POS operates as a Company POS, MSF shall be paid by Company as provided in Section 8 below as if the POS was operated by a Franchisee. If the POS is sold, MSF and Company will share profits and/or losses of the operation and sale of the POS with MSF receiving 50% of the profits or paying 50% of the losses, subject to equitable adjustment by Company to account for various forms of expenses. If the POS is permanently closed, MSF shall secure all equipment owned by Company or its affiliates and retain it for an alternative POS, de-identify the POS and negotiate a settlement of the lease. MSF shall pay 50% of the cost to Company or its affiliates of the lease settlement and legal expenses in defending any action brought by any landlord pertaining to any lease within the Territory. MSF shall provide advice on the decision to reopen, sell or permanently close the POS and assist in negotiation of a lease settlement but final authority shall rest with Company.

5.5. MSF shall not make any misrepresentation nor omit to state any material information to Company, Franchisees, or prospective Franchisees. MSF shall not impair the reputation, goodwill, business or profitability of Company or its affiliates, nor shall MSF impair the trademarks and service marks or any other intellectual or other property of Company or its affiliates.

5.6. MSF shall not solicit or accept any bribe, kickback, gift or take any other action or inaction that would be detrimental to the ProntoWash System, the MSF or the Company or that is illegal under state or federal law.

5.7. MSF shall maintain insurance coverage as required by Company, which shall include, but not be limited to comprehensive liability insurance in the minimum amount of two million dollars (\$2,000,000) or larger minimum amount as Company specifies from time to time. MSF shall keep all insurance policies in force for the mutual benefit of the parties and shall name Company and Company's members, managers, officers and representatives as additional insured. MSF shall indemnify, defend and hold harmless Company and Company's members, managers, officers and representatives from any claim of any type that arises in connection with the operation of MSF's business. MSF acknowledges that the insurance coverage amounts may increase during the term of this Agreement, and MSF agrees to comply with Company's specifications to increase coverage from time to time.

5.8. MSF shall assure that the accounts of all POS owned wholly or partially by MSF are at all times current in payments to Company, the Franchise Advertising Fund and all Company's affiliates. MSF shall cause the POS' of MSF to participate in Company's preauthorized direct debit and/or electronic funds transfer program. Company shall have the right of offset and thereby reduce any monies due to MSF, by any obligation of MSF to Company, the Franchise Advertising Fund or Company's affiliates including, but not limited to monies owed due to operation of any

POS owned wholly or partially by MSF.

6. Franchise Enforcement.

6.1. MSF shall assist Company, and affiliates, as the case may be, in the enforcement of all provisions of any Franchise Agreement, store lease or store sublease for any POS established or to be established in the Territory, including but not limited to, collection of monies due Company or its affiliate, provided, however, that MSF shall have no right or obligation to file suit or initiate any litigation without first obtaining written consent from Company. Any such consent may be conditioned on arrangements with regard to the filing and strategy of such suit, and with regard to allocation of any recoveries.

6.2. If Company or its affiliates incur expenses to enforce or defend a Franchise Agreement, store lease or store sublease, or to commence arbitration or eviction action, against Franchisees or POS lessors in the Territory, MSF shall pay fifty percent (50%) of the expenses. Company shall consult with MSF in advance regarding the projected expenses prior to incurring. The expenses shall be deemed to include, but not be limited to, mediation and arbitration fees, court costs, fees for outside attorneys, witness fees, settlements, judgments and travel expenses incurred by Company.

6.3. MSF shall notify Company in writing of any actual or suspected infringement of any service mark, trademark, trade name or other property rights of Company, or noncompliance or suspected noncompliance by any Franchisee with any standards in the Franchise Agreement, the Operations Manual, or in other operational memoranda or specifications issued by Company.

6.4. MSF shall inspect and conduct business reviews of all Franchises in the Territory on a quarterly basis or such other frequency as MSF deems necessary considering the operational needs of the POS' in the Territory, and promptly report the results to Company in writing, including but not limited to reporting on any operations or products sold, equipment used, or appearance of any POS not in compliance with Company's standards as specified in the Operations Manual.

7. Best Efforts, Confidentiality and Noncompetition.

7.1. MSF shall devote its best efforts to the development and assistance of POS's in the Territory.

7.2. MSF acknowledges that disclosure or unauthorized use (including but not limited to use in excess of the authorization in this Agreement) of any Confidential Information, the Operations Manual or MSF Manual (if and when developed) will result in substantial injury to Company, Franchisees, and other MSFs of Company. Therefore, MSF shall not, during or after the term of this Agreement (a) disclose any Confidential Information, including trade secrets and formulas, to any unauthorized person or entity, except for disclosure under legal compulsion by a court of

competent jurisdiction and as permissible with regard to MSF's communications with Franchisees of Company; and shall not (b) use any Confidential Information in any venture or activity except as expressly provided in and during the term of this Agreement.

7.3. During the term of this Agreement, and for three (3) years after the termination or expiration of this Agreement, MSF shall not own, engage in, or participate directly or indirectly in any car care, car wash, car detail business other than ProntoWash Franchises fully disclosed to and consented to by Company, and shall not engage in offering or selling or consulting on offering or selling franchises for any company other than Company without Company's prior written consent. Nothing in this Section 7.3 imposes any express or implied obligation on Company to grant any consent.

7.4. During the term of this Agreement and for three (3) years after the termination or expiration of this Agreement, MSF shall not employ or seek to employ any person employed by Company or a Franchisee without the prior written approval of Company or the Franchisee who employs the employee.

7.5. The parties acknowledge that the purposes of Sections 7.1 through this 7.5 are in substantial part to protect the confidential information and trade secrets of Company. MSF acknowledges that the foregoing provisions are reasonable, and do not and will not create any financial or other hardship on MSF.

8. Duties of Company. Company agrees to:

8.1. Pay to MSF fifty percent (50%) of all Initial Franchise Fee income actually received while this Agreement is in effect from Franchisees opening a POS in the Territory. The Initial Franchise Fee income is deemed to be the franchise fee paid by the Franchisee and received by Company, less Company's marketing expense on the sale such as, without limitation, referral bonuses, broker fees or other related expenses identified by Company and communicated to MSF prior to execution of the Franchise Agreement by the Franchisee.

8.2. Pay to MSF Fifty percent (50%) of all recurring royalty revenue from monthly Royalty fees actually received while this Agreement is in effect from Franchises operating in the Territory, and fifty percent (50%) of transfer fees and renewal fees actually received from Franchises operating in the Territory while this Agreement is in effect.

8.3. Pay to MSF ten percent (10%) of all revenue actually received from Franchises operating in the Territory for Detailing Unit purchases while this Agreement is in effect.

8.4. Pay to MSF ten percent (10%) of all revenue actually received by Company from sales of cleaning materials to Franchises operating in the Territory in the prior month while this Agreement is in effect.

8.5. Pay to MSF one hundred percent (100%) of all revenue actually received while this Agreement is in effect from franchisees in the Territory on account of training that was fully performed and delivered by MSF in the Territory.

8.6. Pay to MSF twenty-five percent (25%) of all other fees actually received from Franchises operating in the Territory while this Agreement is in effect.

8.7. Pay to MSF twenty-five percent (25%) of all other fees or income Company receives from other businesses in the Territory in the prior month, such as any advertising revenue derived by Company.

8.8. Payments shall be due to MSF within twenty (20) days after the end of the calendar month following the month in which Company actually received the revenue from the franchisee (or other business, if applicable). However, Company shall have the right to further defer payment in whole or in part when Company has a bona fide belief or concern that the franchisee or any other person or entity (such as a creditor, for example) may make a claim or demand full or partial refund or Company is otherwise insecure about a risk of not being able to fully retain the revenues. Further, in the event of any full or partial refund or charge following payment to MSF, then Company shall have the right to demand a return of any amount(s) paid and/or offset such amount against future payments to MSF. Company will provide MSF advanced written notice of any planned deduction in payments to MSF.

8.9. The rates and amounts to be paid to MSF pursuant to Sections 8.1 through 8.7 shall be subject to deduction or other reduction to avoid overlapping percentage payments on fees or revenue and/or on account of any unusual expenses that Company incurs that may be related to any such amount such as unusual marketing expense, referral bonuses, unusual involvement by Company in a matter, resolution of a dispute, multiple claims to the same payment, demands by others for referral fees or commissions or the like, or other expenses identified by Company which Company believes in good faith justify a reduction in payment to MSF. Company shall provide MSF advance or concurrent written notice of any planned or actual deduction in payments to MSF.

8.10. Provide initial training, as Company deems appropriate, to MSF at a location chosen by Company.

8.11. Provide MSF assistance that Company deems appropriate and information about Company for MSF's preparation of a disclosure document required by federal and state laws. MSF shall bear the responsibility to continuously satisfy all applicable federal and state disclosure and registration requirements that may be required in the state in which the Territory is located. MSF shall revise the disclosure document in any manner that Company requests from time to time and shall never include incorrect, false or misleading statements in any disclosure document.

8.12. Supply MSF with brochures and related materials, all as Company deems appropriate, at reasonable prices determined by Company from time to time.

8.13. Provide MSF, at no charge, access by telephone and/or voice over IP to a Company representative for consultation with regard to the sale of ProntoWash Franchises and operation of a POS.

8.14. Maintain a Company website and exhibit in two (2) trade shows per year unless and until such time as Company determines in good faith that these efforts are no longer justified due to insufficient benefit from such efforts.

8.15. From time to time, when Company deems it appropriate, conduct negotiations for leases with major mall companies.

8.16. Provide periodic support and guidance on how to conduct site visits to franchisees in the Territory.

8.17. Provide marketing programs and proposed promotional plans to help generate franchise leads and exposure to the ProntoWash concept in the Territory.

9. Company Modification of POS.

9.1. Company may, in its reasonable discretion from time to time, modify or terminate any aspect of the POS business including but not limited to terms of Franchise Agreements, leases and subleases, trademarks, service marks, trade names, trade dress, Operations Manual(s), MSF Manual, procedures and design of the POS. Company shall notify MSF of such modifications. Company shall not modify the terms of this Agreement without MSF's prior written consent.

9.2. If Company's actions provided for in the preceding Section have a material negative impact on MSF's ability to perform this Agreement, as determined in MSF's reasonable discretion, then MSF shall have the right to terminate this Agreement on 90 days written notice to Company.

10. MSF Default.

10.1. The occurrence of any one or more of the following shall constitute a "MSF Event of Default:"

10.1.1. MSF breaches any Franchise Agreements to which it is a party, which is not cured within 30 days;

10.1.2. MSF becomes insolvent, fails to pay its debts as they come due or makes an assignment for the benefit of creditors;

10.1.3. MSF consents to the appointment of a receiver or other custodian of MSF's business which is not dismissed within 60 days;

10.1.4. A petition seeking bankruptcy relief, either reorganization or liquidation, in any court, legal or equitable, is filed by MSF or such petition is filed against MSF and not opposed by MSF and not dismissed within 60 days;

10.1.5. MSF breaches this Agreement including the Development Schedule in Exhibit A, and the breach is not cured within 30 days after receipt of written notice of breach by MSF or, in the event of a breach that Company believes materially impacts Company's intellectual property, goodwill, finances or public safety, within such shorter reasonable time that Company states in the notice of breach;

10.1.6. MSF is convicted of, or pleads guilty to, or pleads no contest to, a felony or misdemeanor involving moral turpitude, or MSF is formally charged with any such offense and there is good cause to believe that the charge is credible (regardless of whether or not convicted) or MSF is or becomes a subject of material adverse or negative publicity or media attention that Company believes may negatively impact Company's reputation; or

10.1.7. Company reasonably believes MSF may have violated any law, rule or regulation governing the offer and sale of franchises or securities or governing the ongoing franchise relationship (regardless of whether the belief turns out to be correct or not), or MSF is the subject of an investigation or restriction or stop order by any government agency with regard to franchise or securities law compliance, regardless of whether any charge is filed or whether any violation actually occurred.

10.2. On a MSF Event of Default, which is not cured within the applicable cure period, Company shall have the right to terminate this Agreement by providing MSF written notice of termination at the end of the cure period.

10.3. In the event Company believes MSF may have committed an event of default under Section 10.1, Company shall have the right, at Company's discretion, to elect to temporarily assume all or selected MSF responsibilities in the Territory pending completion of Company's investigation. During the time Company investigates, Company shall continue to compensate MSF pursuant to Sections 8.1 through 8.7 for a period of up to six (6) months or such time as Company completes its investigation and determines that termination of MSF is warranted in the circumstances, in all respects as determined by Company. During such time as Company operates MSF's Territory pursuant to this Section 10.2, Company shall be entitled to deduct from the compensation to be provided to MSF under Section 8, Company's then daily management fee.

11. Company Default.

11.1. A Company Event of Default occurs if Company materially breaches this Agreement and the breach is not cured within 90 days after Company's receipt from MSF of written notice of the breach. However if the breach is of a nature that requires more time to cure, then Company shall have such additional time as is reasonably necessary to cure the breach.

11.2. On a Company Event of Default, which is not cured within the applicable cure period, MSF shall have the right to terminate this Agreement by providing Company written notice of termination at the end of the cure period. Company agrees that if MSF decides to terminate this Agreement under this Section 11.2, MSF shall be permitted to retain fifty percent (50%) of the Net proceeds obtained by Company from the sale of MSF's Territory to another MSF.

12. Termination or Expiration. On termination or expiration of this Agreement the following shall occur:

12.1. All rights granted by this Agreement to MSF shall terminate, subject to the provisions of Section 12.2. MSF shall have no right to develop, service or sell Franchises in the Territory. MSF shall immediately stop operating the business contemplated by this Agreement and shall not, directly or indirectly, represent or communicate to the public or hold out that MSF is a present or was a former MSF of Company, except as required by law. MSF shall immediately deliver to Company the Operations Manual and MSF Manual, together with all copies, and all other materials of or pertaining to Company or the operation of ProntoWash POS, all of which are acknowledged to be Company's property.

12.2. However, in the event that at the time of termination of this Agreement, MSF is also a franchisee under a written franchise agreement with Company, then Section 12.1 shall be deemed not to require MSF to return those materials that MSF is entitled to have possession of pursuant to the then-operative written franchise agreement.

12.3. Except in connection with a then authorized POS owned and operated by MSF pursuant to a written franchise agreement, if any, MSF shall immediately and permanently stop using, in any manner whatsoever, any aspect of the Franchise system and all the service marks, trademarks, trade names, trade dress, goodwill, distinctive slogans, signs, symbols, and devices associated with the Franchise system (collectively the "System Elements"). MSF shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, and any other articles which display the System Elements.

12.4. MSF shall not use any copy, reproduction, counterfeit or colorable imitation of the System Elements, or of any portion of the System Elements, whether in the conduct or promotion of any business that is likely to cause confusion with or be

mistaken for Company's business, or that is deceptive, or that is likely to dilute Company's rights in and to the System Elements, or otherwise. MSF further agrees not to use any designation of origin or description or representation that suggests or represents a then current or prior association or connection with Company.

12.5. All covenants, obligations, and agreements of the parties under this Agreement that expressly or by reasonable implication impose obligations to be performed after termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement until fully performed or until, by their nature, they have expired.

13. Transfer of Rights to Third Parties.

13.1. MSF may not transfer or purport to transfer any rights or obligations under this Agreement without first obtaining written consent from Company. Given the nature of the services and activities contemplated by this Agreement, Company shall have the right to withhold consent on any reasonable grounds, which may also include subjective, personal judgments about Company's comfort and willingness to work with a proposed transferee, and Company's subjective assessment of the image, style and personality that a proposed transferee will bring to representation of the ProntoWash franchise opportunity and the delivery of services provided for hereunder. This Section 13.1 does not purport to authorize withholding consent based on any unlawful ground. Among other grounds Company may assess in deciding whether or not to consent, are, without limitation:

13.1.1. the potential transferee's knowledge of and business experience;

13.1.2. the potential transferee's satisfaction of Company's reasonable financial and educational requirements for a new MSF;

13.1.3. the potential transferee's agreement to attend the next MSF training class;

13.1.4. status of MSF's accounts with Company and its affiliates, including but not limited to assurance that they are paid in full at the time of any inquiry or request concerning a possible transfer and continuously thereafter through and including any possible actual transfer;

13.1.5. MSF's commitment to train the transferee in the Territory for at least six (6) months prior to the proposed transfer and to consult with the transferee for at least six (6) months after the proposed transfer, and

13.1.6. Other conditions, requirements and circumstances as Company deems relevant at the time to the assessment whether to consent to a proposed transfer.

13.2. Nothing in Section 13.1 or elsewhere requires Company to consider all such factors or criteria, or to weigh any one or more factors or criteria equally to any or all others. Company may withhold consent to a proposed transfer based on evaluation of only one factor or criterion, or more, as Company deems appropriate in its own self-interest.

13.3. This Agreement may be transferred and assigned by Company without restriction and shall benefit Company's successors and assigns.

13.4. The persons and entities referred to in Sections 5.7 and 17 are intended to be third party beneficiaries of this Agreement, each with the right to enforce the provisions for his, her or its benefit, even though such persons and entities did not sign this Agreement. Except for such persons and entities, this Agreement is not for the benefit of any person or entity other than the parties who have executed this Agreement.

14. Renewal.

14.1. MSF's right to enter into a Renewal Agreement, is subject to MSF's timely satisfaction of all the provisions in Sections 14.1-14.5, each of which is a condition precedent to renewal.

14.2. At the time MSF exercises the right to enter into a Renewal Agreement, and when the Renewal Term starts, MSF shall have fully performed all provisions in this Agreement; shall be in full compliance with the MSF Manual (if and when developed) and with all other agreements then existing between MSF and Company, and between MSF and any affiliate of Company; and shall be current on all amounts owed to Company and to any affiliate of Company.

14.3. The Renewal Agreement shall be Company's then-current form of Master Franchise Sales Agreement. Its terms may materially differ from the provisions in this Agreement, except that the duration shall be the period of time provided in Section 2 and the monetary compensation percentages shall be no less favorable than set forth in Section 8. Any provision in the Renewal Agreement for an initial franchise fee shall be deleted.

14.4. MSF shall enter into a Renewal Agreement in the following manner:

A. At least 120 days but not more than 150 days before the end of the term of this Agreement, MSF shall in writing notify Company of MSF's desire to renew and ask Company for Company's then current Uniform Franchise Offering Circular or

equivalent disclosure document, the Renewal Agreement and applicable ancillary agreements and instruments.

B. After receiving MSF's written request Company shall deliver the applicable documents to MSF. MSF shall promptly acknowledge receipt of these items in the manner Company requests.

C. No sooner than 14 days and no later than 28 days after MSF receives the items in Section 14.4(B), MSF shall sign the Renewal Agreement and applicable ancillary agreements, and deliver these to Company together with the renewal fee of One Dollar (\$1).

D. MSF's failure to fully and timely perform any act required in Sections 14.4(A) – (C) shall be deemed an election by MSF not to exercise the right to enter into a Renewal Agreement.

14.5 If MSF has exercised the right to enter into a Renewal Agreement as provided in this Agreement, and through and including the date this Agreement expires MSF has satisfied all conditions precedent in Section 14.4 then on (or as of) the date this Agreement expires Company shall sign the Renewal Agreement previously signed and returned by MSF and shall provide MSF a copy of the signed Renewal Agreement.

15. No Waiver. No delay, waiver, forbearance, or omission of Company to exercise any power or right arising out of any breach or default by MSF of any of the provisions of this Agreement, shall affect or impair Company's right to exercise the same, nor constitute a waiver by Company of any right; or the right to declare any subsequent breach or default; or the right to terminate this Agreement prior to expiration. Later acceptance by Company of any payments due hereunder shall be deemed not to be a waiver by Company of any prior breach by MSF of any provision of this Agreement.

16. Notice. Any notice required under this Agreement shall be given in writing and sent by registered or certified mail or by a nationally recognized overnight delivery service. All such notices shall be deemed received on the fourth day following the date it was sent by registered or certified mail or the next business day following the day of mailing if sent by a nationally recognized overnight delivery service. Notice shall be sent to the following addresses:

If to Company: ProntoWash USA, LLC
5481 NW 159 Street
Miami, Florida 33014

If to MSF: _____

17. Independent Contractors. The parties desire to be, are and shall be deemed to be independent contractors and not in any employer-employee, partnership, joint venture, principal-agent, fiduciary-beneficiary or other relationship; with the exception that MSF shall have the obligations of a trustee for the benefit of Company in the circumstances stated in Section 5.2. Under no circumstance shall Company be liable for any act (including specifically, but not by way of limitation, violation by MSF of any Franchise sales and disclosure law or regulation), or any omission, debt, or other obligation of MSF. MSF shall indemnify, defend and hold harmless Company and Company's members, managers, employees and other affiliates from any such claim and the cost of defending against such claim, whether asserted in a demand, private action or by a government agency, also including attorney's fees, arising directly or indirectly in connection with any actual or alleged activity or omission of MSF.

18. Severability. The parties agree that in the event any provision of this Agreement is construed or declared to be invalid, that decision shall not affect the validity of any remaining provisions which shall remain in full force and effect as if this Agreement had been executed with such invalid provision eliminated. In the event that any provision of this Agreement shall be contrary to the law of any state in which this Agreement shall have an operative effect then in that state, the law of the state shall take precedence over that provision.

19. Interpretation. The provisions of this Agreement shall be interpreted and construed according to their fair meanings, and not strictly for or against either party. No previous course of dealing or usage in the trade not specifically set forth in this Agreement shall be admissible to explain, modify or contradict this Agreement. All terms and words used in this Agreement regardless of the number and gender of use, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any section, paragraph or clause may require, as if such words had been fully and properly written in the appropriate number or gender. The recitals of fact in this Agreement are hereby incorporated into and made a contractual part of the provisions of this Agreement.

20. Nature of Obligations. If MSF is or at any time comprises more than one person and/or entity, then the obligations of MSF shall be deemed to be joint and several among each and all persons and entities comprising MSF.

21. Late Payment. Any amount owed by MSF to Company and not paid or received when due, shall bear interest at the rate of one percent (1%) per month or the highest rate allowed by law, whichever is less. Notwithstanding the foregoing, at any time when a recognized rate of inflation equals or exceeds twelve percent (12%) on an annual or projected annual basis, then the unpaid balance shall bear interest at the highest rate allowed by applicable law if that rate exceeds 12%.

22. Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed

entirely within the State of Florida between parties all of whom are residents of Florida, and thus without regard for the body of law governing conflicts of law.

23. Representation and Estoppel Regarding Claims. MSF represents and acknowledges that as of the date of this Agreement MSF has no legal claims against Company, Company's members, managers, officers, employees, agents and affiliates and the shareholders, directors, officers, members, managers, employees or agents of affiliates of Company, and MSF hereby releases each and all of the foregoing from any actions in the past to the date of this Agreement. MSF acknowledges that Company relied on this representation and acknowledgment in executing this Agreement.

24. Complete Agreement. This Agreement contains the entire understanding of the parties and supersedes all other or prior negotiations and discussions. Other than the representations expressly stated in this Agreement, there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties hereto other than those set forth and duly executed in writing. No modification of this Agreement shall bind either party unless and until the modification has been made in writing and duly executed by both parties.

25. Dispute Resolution. The following provisions shall apply to resolution of any disputes:

25.1. Each party agrees to first notify the other party in writing of any dispute or claim arising out of or relating to this Agreement. The written notification shall specify fully the notifying party's version of facts surrounding the dispute or claim. MSF agrees to use its best efforts to communicate with Company through appropriate Company personnel, to attempt to resolve the dispute. In the event the dispute has not been resolved within thirty (30) days after receipt of the written notification of dispute, the parties agree to mediation and to in good faith use their best efforts to resolve the dispute. Mediation shall be conducted in Miami, Florida, or the county where the MSF is headquartered, by a mediation service mutually agreed by the parties. The parties will share the cost of the mediation proceeding. Any and all discussions, negotiations, findings or other statements by the mediator and/or the parties in connection with the mediation shall be privileged and confidential and shall not be admissible into evidence in any arbitration or litigation proceedings.

25.2. Unless this provision is prohibited by applicable state law, neither party shall make a claim against the other for punitive or consequential damages. The parties agree that liability shall be limited to actual damages. Additionally, the parties agree that the total of all permissible claims arising under or relating to this Agreement, including the breach thereof, for damages made by either party against the other shall not exceed one hundred thousand dollars (\$100,000).

25.3. Notwithstanding any other provision in this Agreement, the mandatory mediation procedures set forth in Section 25.1 above, and the monetary limit on damages set forth in Section 25.2 above, shall not apply to any claim by Company

arising out of infringement of any of Company's System Elements, unauthorized disclosure of Company's confidential information, or breach of any restriction on competition or solicitation. Company may bring an action in any court having jurisdiction for any such claims, and may seek damages and/or injunctive relief without limitation.

25.4. The parties agree that following mediation, any dispute or claim arising out of or relating to this Agreement shall be adjudicated either in Miami, Florida or the county where MSF is headquartered. The parties waive their rights to trial by jury. Each party shall be responsible for its own costs including attorney's fees in conjunction with any court, mediation or arbitration proceeding, except as otherwise provided in this Agreement.

25.5. All claims arising out of or relating to this Agreement brought by either party against the other, whether in mediation, litigation or any other proceeding, must be commenced within one (1) year from the occurrence of the facts giving rise to such claim, or such claim shall be barred.

25.6. A party's right to notify the other of a default under this Agreement is not affected by the mediation procedures of this Section 25. The procedures required in this Section 25 shall only apply if the notified party disputes the notice of default or notice of termination.

Executed as of the date first stated above.

Name of entity

PRONTOWASH USA, LLC
a Florida limited liability company

By: _____
Name of Signature

By: _____
Larry Kruguer, President – CEO

EXHIBIT A

DEVELOPMENT SCHEDULE

Cumulative Number of POS – All types of Franchises Operating (including Existing POS)	Date Required By	Cumulative Number of POS – All types of Franchises Operating (including Existing POS)	Date Required By
	By		By
	By		By
	By		By
	By		By
	By		By
	By		By
	By		By
	By		By
	By		By
	By		By

EXHIBIT B
TERRITORY
