Redlined

UNIFORM FRANCHISE OFFERING CIRCULAR

SIGNS NOW®

INFORMATION FOR PROSPECTIVE FRANCHISEES REQUIRED BY FEDERAL TRADE COMMISSION

Signs Now Corporation
4900 Manatee Avenue West
Suite 201
Bradenton, Florida 34209
(941) 747-7747
www.signsnow.com

To protect you, we've required your franchisor to give you this information. *We haven't checked it, and don't know if it's correct.* It should help you make up your mind. Study it carefully. While it includes some information about your contract, do not rely on it alone to understand your contract. Read all of your contract carefully. Buying a franchise is a complicated investment. Take your time to decide. If possible, show your contract and this information to an advisor, like a lawyer or an accountant. If you find anything you think may be wrong or anything important that's been left out, you should let us know about it. It may be against the law.

There may also be laws on franchising in your state. Ask your state agencies about them.

FEDERAL TRADE COMMISSION
WASHINGTON, D.C.

IN ACCORDANCE WITH THE REQUIREMENTS OF THE FEDERAL TRADE COMMISSION, THIS OFFERING CIRCULAR WAS ISSUED ON MARCH 15, 2004. IF THIS OFFERING IS REGISTERED IN A STATE, THE EFFECTIVE DATE OF THIS OFFERING CIRCULAR FOR THAT STATE IS DISCLOSED IN **EXHIBIT A** TO THIS OFFERING CIRCULAR.

FRANCHISE OFFERING CIRCULAR

Signs Now Corporation, a Florida Corporation
4900 Manatee Avenue West
Suite 201
Bradenton, Florida 34209
(941) 747-7747
www.signsnow.com

The franchisee will produce and sell vinyl and other type signs and related products.

The initial franchise fee is $25,000. The franchise fee for additional centers is $5,000. The franchise fee for an independent sign store converting to the Signs Now® system under the conversion option is $10,000. The estimated initial investment required ranges from $139,525 to $362,775 for a new franchise, and from $50,865 to $194,975 for a conversion center described in this offering circular. This sum does not include rent for the business location.

Risk Factors:

1. THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO ARBITRATE WITH US ONLY IN FLORIDA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN FLORIDA THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY. WE MAY ESTABLISH OTHER FRANCHISED OR COMPANY-OWNED OUTLETS THAT MAY COMPETE WITH YOUR LOCATION.

4. THERE MAY BE OTHER RISKS CONCERNING THE FRANCHISE.

Information comparing franchisors is available. Call the state administrators listed in **Exhibit A** or your public library for sources of information.

Registration of this franchise with a state does not mean that the state recommends it or has verified the information in this offering circular. If you learn that anything in this offering circular is untrue, contact the Federal Trade Commission and the appropriate state administrator listed in **Exhibit A**.

Effective Date: March 15, 2004
(For state specific effective dates, see **Exhibit A**.)

TABLE OF CONTENTS

ITEM 1

THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

To simplify the language in this Offering Circular "we," "us," or "our" means Signs Now Corporation, the Franchisor. "You" or "your" means the person who buys the franchise. If the purchaser of the franchise is a corporation, partnership or other entity, "you" will include the franchisee and all its owners. We are a Florida corporation, initially incorporated on March 17, 1986, in Alabama, and reincorporated in Florida on December 30, 1996. We do not do business under another name. Our principal business address is 4900 Manatee Avenue West, Suite 201, Bradenton, Florida, 34209. Our registered agents for service of process are listed on **Exhibit A.**

We franchise the right to establish and operate a Signs Now® retail center. Our franchisees produce and sell signs and graphics of all varieties. Your customers will include businesses of all kinds, including real estate companies, building managers, industries, as well as consumers. Your competitors include local, regional, and national retail and commercial sign painting, printing and graphics businesses, as well as other businesses offering and selling print media and related products, and businesses offering faxing, copying, packaging and shipping products and services.

We have offered franchises for the operation of sign centers since July 1986. From 1986 until September 1992, we owned and operated several retail centers all of which were sold to franchisees. Our subsidiary, Signs Now Operating Corp. ("SNOC"), has operated several retail sign centers in Florida which were later sold to franchisees. SNOC is currently a member of Manasota Signs, LLC ("Manasota Signs"), which owns and operates three centers. We may open or acquire additional centers in the future and may use SNOC, Manasota Signs, or other entities to do so. SNOC's and Manasota Signs' principal business addresses are 4900 Manatee Avenue West, Suite 201, Bradenton, Florida, 34209.

On February 28, 1995, TSC Franchise Corporation ("TSC"), a Florida corporation, whose principal business address is 4900 Manatee Avenue West, Suite 201, Bradenton, Florida, 34209, acquired the franchise agreements and certain other assets of The Signery Corporation, a competing retail sign store franchisor. TSC is wholly owned by Biz Base Technologies Corporation, which is owned by Mike Etchieson, our Chief Executive Officer. Most of those franchised stores were offered the opportunity to convert their stores and, during 1995, many of them became our franchisees.

On March 1, 1997, our subsidiary, Signs Now Canada Corporation ("SNCC"), a Florida corporation, whose principal business address is 4900 Manatee Avenue West, Suite 201, Bradenton, Florida, 34209, acquired all of the franchise agreements and related assets from the Signs Now® master franchisee in Canada.

Our subsidiary, Signs Now Brazil Corporation ("SNBC"), a Florida corporation, whose principal business address is 4900 Manatee Avenue West, Suite 201, Bradenton, Florida, 34209, is the franchisor of the franchised stores in Brazil.

On May 31, 1997, we acquired the international franchise agreements and certain other assets of Sign Express, Inc., a competing retail sign store franchisor. Certain stores operate as our franchisees under the Sign Express name and marks outside the United States. TSC acquired the domestic franchise agreements and trademarks of Sign Express. These domestic franchised stores were offered the opportunity to convert their stores and, many of them have become our franchisees. Several of them remain as licenses of TSC using the Sign Express name.

We are the sole member of Signs Now Promotional Fund Corporation ("SNPFC"), a Florida non-profit corporation, whose principal business address is 4900 Manatee Avenue West, Suite 201, Bradenton, Florida 34209, was formed to administer the Signs Now Marketing Fund.

You are required to conduct your business in a lawful manner and comply with all applicable federal, state, city, local or other laws and regulations applicable to your Signs Now® Center. These laws include local building codes, zoning ordinances and noise ordinances. You may also need to comply with the Americans with Disabilities Act of 1990 (ADA) governing public accommodations. If you provide large format digital imaging at your center, you will need to comply with federal, state and local laws dealing with the disposal of hazardous materials due to the ink byproduct. If you choose to install signs for your customers, you may need to obtain a general or other contractor's license, depending on your local regulations. We recommend that you seek the assistance of an attorney to comply with these laws and regulations. We are not aware of any special laws or regulations affecting your center that are not applicable to businesses generally.

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[END OF ITEM 1]

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer; Secretary; Treasurer; Chairman and Member - Board of Directors; Mike L. Etchieson

Mike L. Etchieson joined us in December of 1991 as Director of Finance. He has served in various capacities and now serves as our Chief Executive Officer, Secretary and Treasurer, and as Chairman and the sole member of the Board of Directors. Mr. Etchieson is also an officer and director of SNCC, SNBC, SNOC, SNPFC, TSC, and its parent company, Biz Base Technologies Corporation, and an officer of Manasota Signs.

President and Chief Operating Officer: Randy Corona

Randy Corona joined us in September of 1998 as Vice President of Operations. He became our President and Chief Operating Officer on March 15, 2004. From July 1989 through March 1998 he was employed by American Fastsigns, Inc. of Dallas, Texas, first as a Field Support Representative and later as the manager of the Field Support Department. He is also an officer of SNCC, SNBC, SNOC, and Manasota Signs, and an officer and director of SNPFC.

Director of Franchise Development: Dennis Staub

Dennis Staub joined us in August of 2001, as Director of Franchise Development. Beginning in 1996 through July 2001, he was employed as Vice President of the Crafter's Market Place in Dallas, Texas. He previously served as a Director of Franchise Development for Burger King Corporation in Miami, Florida, from 1976 to 1981; as Vice President of Franchise Development for Tony Roma's Restaurants in Miami, Florida, from 1981 to 1982; and as Director of Franchise Development for FDC, Inc. (Franchise Development Consultants) in Dallas, Texas, from 1984 to 1996.

Director of Franchise Support: Terry M. Huber

Terry M. Huber joined us in June of 1999 as Corporate Regional Manager for the West Coast Region. He has served as our Director of Training and now is our Director of Franchise Support. From June 1992 through April 1999, he was employed by Environmental Biotech, Inc. in Sarasota, Florida, as Director of Training and Franchise Operations.

Director of Marketing: Bernard J. Haun

Bernard Haun joined us in November of 2002 as Director of Marketing. From March 1994 through February of 2002, he was employed as Director of Sales and Marketing and Area Marketing Director for the Northeast/Midwest for Kinko's, Inc. in Marlboro, Massachusetts. He previously served as a Divisional Marketing Director for Pearle Vision Centers, Inc. in Pittsburgh, Pennsylvania, from 1985 to 1994, and as Vice President and Director of Franchise Operations for NTW, Inc. in Woodbridge, Virginia, from 1982 to 1985.

Training Manager: Lee Manevitch

Lee Manevitch joined us in July of 2002 as a Training Specialist. He now serves as the Training Manager under our Director of Franchise Support, Terry Huber. From 1996 to March 2001, he was an instructor and graduate teaching assistant at Owens Community College in Toledo/Findlay, Ohio, and was an instructor at Keiser College in Sarasota, Florida, during the Fall of 2001. From February 1997 until March 2001, he was a digital imaging specialist with H.O.T. Graphic Services, Inc. in Toledo, Ohio.

In certain areas of the U.S., we operate through Franchise Systems Consultants (previously known as Regional Managers), whose duties include franchise sales, site location assistance, training, and operational assistance to franchisees. Some of the Franchise Systems Consultants are selected from our existing franchisees. As compensation, we pay them a portion of the initial franchise fee and a portion of royalties collected. Franchise Systems Consultants may not make any representations of sales or profits to prospective purchasers of franchises. Additionally, they must abide by all federal and state laws in the performance of their duties. Those Franchise Systems Consultants selected from the franchisees are independent contractors and not our employees. **We disclaim responsibility for any acts or statements made by Franchise Systems Consultants contrary or in addition to the disclosures made in the Offering Circular, the Franchise Agreement, the Signs Now® Resource Library and related documents.** Additionally, we may employ outside sales representatives whose duties include franchise sales in certain areas. As of the effective date of this Offering Circular, our Franchise Systems Consultants and sales representatives are shown on **Exhibit B.**

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[END OF ITEM 2]

ITEM 3

LITIGATION

Signs Now Corporation v. Diane Szymczyk and Gregory Szymczyk, (American Arbitration Association, Case No. 33 E 114 00202 03). On or about June 2, 2003, Signs Now initiated an AAA proceeding against Diane and Gregory Szymczyk seeking damages and injunctive relief as a result of their breach of the Franchise Agreement. The Szymczyks abandoned their Signs Now® franchise and failed to pay royalties and other fees. Shortly after they abandoned their Signs Now® franchise, the Szymczyks started operating a competing store at the same location initially under the name of "Signs Wow," and then under the name "Sign Solutions." Under the terms of the Franchise Agreement, the Szymczyks are precluded, for a period of two years, from operating or being associated with any business that is competitive with any Signs Now® store. Notwithstanding the express terms of the covenant not to compete in the Franchise Agreement, the Szymczyks are violating the terms of the Franchise Agreement by operating a competing business at the exact same location where they operated their Signs Now® store. In order to obtain a temporary injunction precluding the Szymczyks from violating the covenant not to compete in the Franchise Agreement, pending the final arbitration hearing, Signs Now also filed an action, sub. nom., *Signs Now Corporation v. Diane Szymczyk and Gregory Szymczyk*, in the Circuit Court for the Twelfth Judicial Circuit in and for Manatee County, Case No. 200. CA 3636.

In response to the Arbitration Demand, the Szymczyks filed an action in North Carolina, sub nom., *Gregory and Diane Szymczyk v. Signs Now Corporation*, Wilson County, North Carolina, Court No. 03 CVS-1331, seeking injunctive relief to preclude the arbitration and the Manatee County court action from proceeding in Florida. The Szymczyks also sought to invalidate the covenant not to compete and to recover damages for Signs Now's alleged breach of the Franchise Agreement. The North Carolina Court entered an injunction precluding Signs Now from seeking a temporary injunction in Florida and from prosecuting the arbitration in Florida and allowing the parties to seek any damages claims in arbitration in North Carolina only. The North Carolina Court's decision is currently on appeal to the North Carolina Court of Appeals. In accordance with the North Carolina Court's order, Signs Now had the Arbitration Demand moved to North Carolina. The Szymczyks deny all allegations in the Arbitration Demand and filed a Counterclaim against Signs Now seeking damages for breach of the Franchise Agreement and breach of the covenant of good faith and fair dealing. The Szymczyks' claims against Signs Now are based primarily on computer software they purchased from a third party recommended by Signs Now to operate their store. The Szymczyks claim the software did not work as represented. Signs Now denies all allegations in the Counterclaim. The arbitration hearing in this matter is scheduled for April 26-28, 2004. Signs Now intends to fully enforce its rights under the Franchise Agreement through the arbitration process and to defend against the Szymczyks' Counterclaim. We express no opinion as to the probable outcome of this matter.

Signs Now Canada Corp. v. Thompson Manson Stevens, Patsy Marie Stevens and Atpac Holdings, Inc., (Supreme Court of British Columbia, Case No.C98 6627). The Stevens, either themselves or through corporations, are the owners of two Signs Now® Centers in British Columbia, Canada. The franchise agreement for the Chilliwack location expired and the Stevens declined to renew it. However, they continued to operate the Signs Now® Center in Langley, British Columbia. After SNCC offered to resolve the matter by allowing the Stevens to renew the franchise agreement for the Chilliwack Store for a short period of time equal to the remaining term of the franchise agreement for the Langley Store, the Stevens refused and continued operation. The continued operation of the Signs Now® Center in Langley and the continued operation of a sign store in Chilliwack violated both franchise agreements. SNCC sued the defendants for injunctive relief to enforce the non-competition covenants and damages. SNCC moved for a preliminary injunction. The defendants claimed that the Franchisor was in breach of the franchise agreements by failing to provide support and assistance. The case was settled on April 1, 1999, and the Stevens agreed to pay all past-due royalties and to renew the franchise agreement for the Chilliwack Store. Otherwise, the parties exchanged mutual releases.

William A. Franks and Esther D. Franks v. Signs Now Corporation, and Murry J. Evans (Civil Action No. 94-0488-AH-S, United States District Court for the Southern District of Alabama). On January 20, 1994, while in breach of their franchise agreement, our franchisees, William A. Franks and Esther D. Franks filed an action against us and Murry J. Evans (formerly our sole stockholder and one of our former officers and directors) alleging that the sale of the franchise to them violated applicable franchise law. They claimed breach of contract, fraudulent and negligent misrepresentations and a violation of the Alabama Deceptive Trade Practices Act. The suit was originally filed in the United States District Court for the Eastern District of Pennsylvania. On our motion, the suit was dismissed for lack of venue and transferred to the Alabama federal court. The Franks amended their complaint to assert a violation of 18 U.S.C. §1962(a) and (d) (RICO). We counterclaimed against the Franks and Frankensigns, Inc., their company, alleging breach of contract, trademark infringement and conversion due to their failure to pay royalties and their unauthorized use of our service marks. The Franks asked the Court for permission to file an amended complaint which, among other things would add Dewey Eason (another former officer) and Sam Huddleston (a former employee), as defendants. The court denied their request. Before trial, the court granted our motion for summary judgment dismissing all claims against us and Mr. Evans that involved violations of franchise law, fraud, deceit and deceptive trade practices. The plaintiffs voluntarily withdrew their claims for outrage and RICO. Before trial, the remaining claims were settled by the parties mutually releasing all claims against each other as well as all contractual obligations. Neither party paid any funds to the other. Both parties denied any liability to the other but settled for business reasons.

John G. Dickerson v. Signs Now Corporation and Murry J. Evans (Civil Action No. 94-1635, Mobile County, Alabama Circuit Court). On January 4, 1994, while in breach of his franchise agreement, our franchisee, John Dickerson, filed an action in the United States District Court for the Eastern District of Pennsylvania against us and Mr. Evans, alleging that the sale of the franchise to him violated applicable franchise law. He claimed breach of contract, fraudulent and negligent misrepresentations and a violation of the Alabama Deceptive Trade Practices Act. On our motion, the case was dismissed for lack of venue. Dickerson then filed suit in Alabama state court. Dickerson amended his complaint to assert a violation of 18 U.S.C. §1962(a) and (d) (RICO). He also added and later voluntarily dismissed Dewey Eason and Sam Huddleston as defendants. We filed counterclaims against Dickerson and Bill Henry Enterprises, Inc., his company, alleging breach of contract, trademark infringement and conversion due to their failure to pay royalties and their unauthorized use of our service marks. The state court granted summary judgment in favor of us and Mr. Evans on the counts involving fraud, fraudulent suppression, deceit and deceptive trade practices. The plaintiff voluntarily withdrew the counts of RICO, breach of good faith and fair dealing and outrage. Dickerson also filed a separate complaint against us, Mr. Evans, Dewey Eason, Sam Huddleston and others as defendants in the United States District Court for the Southern District of Alabama, (Civil Action No. 95-0115-AH-C), with essentially the same allegations. Dickerson then voluntarily dismissed us and Mr. Evans as defendants in his federal court case. Before trial, the parties settled by mutually releasing all claims against each other as well as all contractual obligations. Both parties denied any liability to the other but settled for business reasons. We paid Dickerson $15,000 to dismiss the case without further proceedings.

Other than these 4 actions mentioned above, there is no litigation required to be disclosed in this offering circular.

CALIFORNIA RESIDENTS SHOULD REVIEW THE CALIFORNIA ADDENDUM ATTACHED AS EXHIBIT J.

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[END OF ITEM 3]

ITEM 4

BANKRUPTCY

No person previously identified in Items 1 or 2 of this offering circular has been involved as a debtor in proceedings under the U. S. Bankruptcy Code required to be disclosed in this item.

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[END OF ITEM 4]

ITEM 5

INITIAL FRANCHISE FEE

All franchisees pay a $25,000 lump sum franchise fee when they sign the Franchise Agreement. If you fully comply with the Franchise Agreement and other obligations to us, and wish to open an additional Signs Now® Center, we may, in our discretion, allow a discounted franchise fee, which currently is $5,000 per store. Those independent stores converting to the Signs Now® system pay a franchise fee of $10,000 per store. Otherwise, the initial franchise fee is uniform. The initial franchise fee is not refundable under any circumstances.

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[END OF ITEM 5]

ITEM 6

OTHER FEES

Name of Fee[3]	Amount	Due Date	Remarks
Royalty[1]	5% of total gross sales	Payable monthly on the 10th day of the next month	Gross sales means all monies collected for sales of every kind and nature made at or from the franchised center excluding sales taxes.
Marketing Contribution[1, 2]	2% of total gross sales	Payable monthly on the 20th day of the next month	Gross sales means all monies collected for sales of every kind and nature made at or from the franchised center excluding sales taxes.
Transfer[1]	$5,000	Before consummation of transfer	Payable when you sell your franchise. No charge if franchise transferred to an entity which you control
Audit[1]	Cost of audit plus interest on underpayment at maximum allowed by law	Immediately	Payable only if audit shows an understatement of at least 3% of gross sales for any month
Renewal Fee[1]	25% of then current initial franchise fee	At time of renewal	
Late Payment[1]	1½% per month or highest rate allowed by law	Accrues from due date	Payable on payments not received when due
Insurance	Amount needed to reimburse us for mandatory insurance coverage	Upon demand	We have the right to purchase insurance for you if you fail to do so

[1] All fees are imposed by and are payable to us. Royalties are paid by electronic funds transfer or bank draft. If you do not timely submit gross sales statements, we are authorized to transfer or draft an amount equal to twice the amount owed for the most recent month sales were reported, until you properly report your sales, at which time, the monies collected will be applied to royalties due.

[2] The Marketing Contribution will be applied to all centers operated by you under a franchise agreement with us.

[3] These fees are not refundable under any circumstances.

Name of Fee[3]	Amount	Due Date	Remarks
Action Selling Program	$795	At time of initial training	This fee is charged for this portion of training by a transferee, conversion or additional center, if the franchisee has not previously participated in this program. The cost is included in the franchise fee for a new franchised center.
Indemnification	Amount to defend and hold us harmless from liability to third parties resulting from your operation of store	Upon demand	
Enforcement Costs	Amount of our reasonable expenses, including attorney's fees, to enforce	Upon demand	

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[END OF ITEM 6]

[3] These fees are not refundable under any circumstances.

ITEM 7

YOUR ESTIMATED INITIAL INVESTMENT

A. NEW CENTER

NAME OF EXPENDITURES	ACTUAL OR ESTIMATED AMOUNTS	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (1)	$25,000	As Arranged	See Note 1	Us
Rent (2)	See Note 2	As Arranged	As Arranged	Lessor or Seller
Store Lease Deposits	$5,400 - $9,500	As Arranged	As Arranged	Lessor
Utility Deposits	$300 - $500	As Arranged	Before Opening	Utility Companies
Leasehold Improvements (3)	$5,000 - $48,000	Progress Payments from Commencement of Construction until Completion	As Arranged	Contractors
Furniture & Fixtures (4)	$24,225 - $47,775	As Arranged	As Arranged	You Determine
Production Equipment (5)	$43,000 - $97,000	As Arranged	As Arranged	Equipment Vendor
Tools and Equipment	$2,500 - $5,000	As Arranged	As Arranged	Equipment Contractor
Inventory	$5,500 - $7,500	Lump Sum	As Arranged	Approved Suppliers
Insurance (6)	$200 - $2,500	Installment	As Arranged	Insurance Company
Training (7)	$2,000 - $7,500	As Incurred	See Note 7	Transportation Lines, Hotels & Others
Signage	$2,500 - $15,000	As Incurred	As Incurred	Vendors
Printed Materials	$500 - $1,000	As Incurred	As Incurred	Vendors
Grand Opening Marketing Materials (8)	$2,500	As Arranged	As Arranged	Vendors
Opening Promotional Expenses (8)	$2,500 - $8,000	See Note (8)	As Arranged	Vendors
Displays	$2,000	As Incurred	As Incurred	Vendors
Freight	$1,400 - $9,000	As Incurred	As Incurred	Vendors
Additional Funds (9)	$15,000 - $75,000	As Incurred	As Incurred	Employees Misc.& Others
TOTAL	$139,525 - $362,775	(Does Not Include Real Estate Costs)		

B. CONVERSION CENTER

NAME OF EXPENDITURES	ACTUAL OR ESTIMATED AMOUNTS	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (1)	$10,000	As Arranged	See Note 1	Us
Furniture & Fixtures (4)	$14,165 - $17,775	As Arranged	As Arranged	You determine
Production Equipment (5)	$0 - $97,000	As Arranged	As Arranged	Equipment Vendor
Training (7)	$1,200 - $4,700	As Incurred	See Note 7	Transportation Lines, Hotels and Other
Signage	$2,000 - $3,500	As Incurred	As Incurred	Vendors
Printed Materials	$500-$1,000	As Incurred	As Incurred	Vendors
Grand Re-Opening Marketing Materials (8)	$2,500	See Note (8)	As Arranged	Vendors
Opening Promotional Expense (8)	$2,500 - $3,500	As Arranged	See Note (f)	Vendors
Displays	$2,000	As Incurred	As Incurred	Vendors
Freight	$1,000 - $3,000	As Incurred	As Incurred	Vendors
Additional Funds (9)	$15,000 - $50,000	As Incurred	As Incurred	Employees Misc. and Others
TOTAL	$50,865 - $194,975	(Does Not Include Real Estate Costs)		

NOTES

1 Initial Franchise Fee

The initial franchise fee is more fully described in Item 5 of this Offering Circular, and is payable as follows: Twenty-Five Thousand Dollars ($25,000) per Store for the first center. Qualified franchisees may be allowed additional stores for a franchise fee of Five Thousand Dollars ($5,000) per center. Stores converting to the Signs Now® system pay a franchise fee of Ten Thousand Dollars ($10,000) per center. All franchise fees are due upon execution of the Franchise Agreement.

2 Rent

Monthly rental payments will vary substantially depending on the size and location of the proposed site. The typical Signs Now® Center will be located in a strip shopping center or storefront location having high visibility and easy access for customers. Centers typically are approximately one thousand eight hundred (1,800) to two thousand five hundred (2,500) square feet. Rent expense for a facility in which to operate the Signs Now® Center will vary depending on location, age and condition of the structure, lease arrangements and similar factors. Rent is estimated to be between $32,400-$90,000 per year depending on various factors.

3 Leasehold Improvements

The cost of construction and leasehold improvements depends upon the size and condition of the premises, the local cost of contract work and location of the premises. The landlord may provide the leasehold improvements for the franchisee. All centers will utilize the distinctive Signs Now® marks and name. Each center must be designed to comply with a detailed floor arrangement for equipment, furnishings and fixtures to maximize the efficiency of operations. The floor layout integrates (i) customer service for signs and other products, (ii) invoicing, (iii) storage and retrieval, (iv) banner and sign production, and, if offered, (v) digital imaging and lamination.

4 Furniture and Fixtures

The estimate provided includes the cost of our current image, including work tables, counters, computer tables, chairs, interior fixtures and various storage containers.

5 Production Equipment

The estimate for computer and production equipment includes a variety of systems that include vinyl cutting sign-making equipment that allows full color printing on vinyl and full color inkjet technology, either thermal aqueous or inkjet solvent. Costs vary based on size, capacity, and speed of equipment. Qualified individuals may be able to lease such equipment from vendors or third parties.

6 Insurance

You must maintain insurance as we specify. The low estimate includes a quarterly premium; high estimate includes the annual cost of insurance.

7 Training

You will need to arrange transportation and pay the expenses of meals and lodging for any persons attending the training program. The amount expended will depend upon the distance those persons must travel and the type of accommodations chosen. The estimate contemplates attendance of two (2) people for three (3) weeks in Bradenton, Florida, and one (1) week of assistance at your center in connection with its opening, and three (3) days follow-up training four (4) to six (6) weeks after center opening. If you plan to offer inkjet technology, you may elect to attend additional vendor-based training programs at your expense.

8 Grand Opening Marketing Campaign and Opening Promotional Expenses

We have developed a package of materials to promote your grand opening that you are required to purchase from an outside vendor. The current cost of these materials is approximately $2,500. Additionally, we strongly encourage you to spend a significant amount on other promotional efforts associated with the opening or re-opening of franchised centers. This is a suggested amount, which includes the minimum requirement. However, we do not warrant or guarantee that this amount will be sufficient.

9 Additional Funds

The amount of additional funds for working capital is projected as sufficient to cover operating expenses, including employees' salaries for six (6) months. This range is based on our experience in dealing with new franchised centers. However, we do not warrant or guarantee that this amount will be sufficient. You should review these figures carefully with a business advisor before making a decision to purchase the franchise.

10 Conversion Centers

The total is an estimate of the costs necessary to convert the existing sign store to a Signs Now® Center. We have assumed the center will offer full color digital printing on vinyl. If you choose to add inkjet technology, your costs will be higher. We have also assumed that all other items (including necessary production equipment) are already in place.

We do not offer direct or indirect financing to franchisees. Any fees paid to us are not refundable except as outlined in Item (5) of this Offering Circular; fees paid to any third party may be refundable, depending upon the contracts, if any, between a third party and you.

These fees are estimates only. We cannot guarantee that you will not have additional expenses starting the business. Your costs will vary and depend on these and other factors: how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for products offered by Signs Now® Centers; the prevailing wage rate; real estate costs; competition; and the sales level reached during the initial period.

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[END OF ITEM 7]

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The following table summarizes the approximate percentages of your purchases of equipment and supplies through sourcing restrictions, based on the nature of the restriction. The source for virtually all of your purchases are restricted in some way.

PURCHASES FROM US OR OUR AFFILIATES	PURCHASES FROM APPROVED SUPPLIERS	PURCHASES ACCORDING TO SPECIFICATIONS AND STANDARDS
Establishment - 0% Operation - 0%	Establishment - 95% Operation - 95%	Establishment - 95% Operation - 95%

Purchases from Us or Our Affiliates

You are not required to purchase or lease any goods, supplies, equipment or fixtures from us or our affiliates.

Approved Suppliers

In order to maintain the quality of the goods and services sold by Signs Now® Centers and the reputation of the Signs Now® franchise network items from suppliers approved by us. Currently, you must purchase fixtures for the front-end of your center and tables from Advanced Fixtures, Inc. and the grand opening campaign package from Direct Check Marketing. You are also currently required to purchase your initial inventory from Tubelite Company, Inc., Safety Speed Cut, Ameriban, Seal Graphics Americas, Océ-USA, Jemco Displays, and Cyrious Software. Certain sign-making equipment is manufactured by Gerber Scientific Company and Hewlett-Packard Company although you may choose the distributor from whom you purchase this equipment. We do not make any express or implied warranties for any products or goods that we recommend for your use. Required purchases from approved suppliers represents approximately 95% of your total purchases in establishing your center and approximately 95% of your overall purchases in operating the center, depending on the type center you open.

Standards and Specifications

You must operate and develop the center according to our standards. Our standards may regulate, among other things, the use of certain non-architectural floor plans and specifications, for development of the center, types, models and brands of required fixtures, furnishings, equipment and signs to be used in operating the center, the products, services or items that may be sold on or from the center. Our standards and specifications may impose minimum requirements for quality, service, production, merchandising and advertising. We will notify you in our confidential Resource Library or other communications of our standards and specifications and/or names of approved suppliers Required purchases according to our specifications and standards represents approximately 95% of your total purchases in establishing your center and approximately 95% of your overall purchases in operating the center, depending on the type center you open.

Supplier Payments to Us

Suppliers do not make any payments to us on account of purchases made by franchisees, nor are they authorized to make payments to our officers, directors, or employees. However, we reserve the right to accept rebates from suppliers in the future. However, some suppliers pay the cost of advertising in our monthly newsletter sent to our franchisees and for space at our national conventions. In the year ending December 31, 2003, we received $827 in gross advertising revenue and $167,920 in gross convention revenues (which were used for national convention expenses) from suppliers. Some suppliers have contributed to the marketing fund to develop materials, advertising products and services provided by Signs Now® Centers. Some suppliers have provided equipment and materials for use in training our franchisees.

Changes to Suppliers

If you want to use any item that does not comply with our specifications or is to be purchased from a supplier that has not yet been approved, you must first submit sufficient information, specifications and samples for our determination whether the item complies with our specifications or the supplier meets approved supplier criteria. We may charge you a reasonable fee to cover the costs we incur in making this determination. We will respond to requests to change suppliers within 30 days as long as we have the opportunity to fully evaluate a proposed supplier. If we refuse to change or add a supplier suggested by you, we will give you the reasons for our disapproval. We will, periodically, establish procedures for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and suppliers. Approval of a supplier may be conditioned on quality, design, price, distribution methods, supply considerations, compatibility with the Signs Now® system and service and concentration of purchases with one or more suppliers in order to obtain better prices and service. The approval may be temporary, pending our further evaluation of the supplier.

Center Development

Signs Now® Centers must be constructed or remodeled in accordance with our specifications. You must purchase or lease and use only the equipment and supplies as we may specify or approve.

Site Selection

We must approve the site for the location of your center. The site must meet our criteria for traffic count, demographic characteristics, appearance of location and zoning regulations. We also must approve the lease or sublease for the premises of your center. We will not unreasonably or untimely withhold our approval. Our approval of the lease indicates only that we believe that its terms fall within the acceptable criteria we have established as of the time of our approval. We may require you to include in your lease, language granting us certain rights, including our option to assume the lease if the franchise is terminated..

Insurance

In addition to the purchases or leases described above, you must obtain and maintain, at your own expense, insurance coverage that we require periodically and meet the other insurance-related obligations in the Franchise Agreement. The cost of this coverage will vary depending on the insurance carrier's charges, terms of payment and your history. All insurance policies must name us as an additional insured party.

Miscellaneous

Except as described above, neither we nor our affiliates currently derive revenue or other material consideration as a result of required purchases or leases. There currently are no purchasing or distribution cooperatives. We have developed purchase arrangements with suppliers for the benefit of franchisees. We may negotiate purchase arrangements with suppliers for the benefit of franchisees, and/or to derive revenue or other material consideration as a result of required purchases or leases, but intend to do so only if there will be a net cost savings to franchisees from the particular arrangement.

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[END OF ITEM 8]

ITEM 9

FRANCHISEE'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS OFFERING CIRCULAR.

OBLIGATION	SECTION IN AGREEMENT *	ITEM IN OFFERING CIRCULAR
a. Site selection and acquisition/ lease	Section 9, Conversion Addendum § 2	Item 11
b. Pre-opening purchases/leases	Section 10 Conversion Addendum § 3	Item 8
c. Site development and other pre-opening requirements	Section 10, Conversion Addendum § 4	Items 6, 7 and 11
d. Initial and ongoing training	Section 13, Conversion Addendum § 6	Item 11
e. Opening	Section 10(b), Conversion Addendum § 4	Item 11
f. Fees	Sections 3, 5, 6 Conversion Addendum § 1	Items 5, 6
g. Compliance with standards and policies/Resource Library	Section 11	Item 11
h. Trademarks and proprietary information	Section 19, Conversion Addendum § 5	Items 13, 14
I. Restrictions on products/services offered	Section 11	Item 16
j. Warranty and customer service requirements	Sections 11, 12	Item 11
k. Territorial development and sales quotas	None	
l. Ongoing product/service purchases	Sections 11, 15	Item 8
m. Maintenance, appearance and remodeling requirements	Section 10, Conversion Addendum §§ 3-4	Item 11
n. Insurance	Section 16	Item 6
o. Advertising	Section 6, 11	Items 6, 11

* References are to the Franchise Agreement unless otherwise indicated.

OBLIGATION	SECTION IN AGREEMENT *	ITEM IN OFFERING CIRCULAR
p. Indemnification	Section 17	Item 6
q. Owner's participation/ management/staffing	Section 11	Items 11, 15
r. Records/reports	Sections 7, 12	Item 6
s. Inspections/audits	Sections 6, 7, 10	Items 6, 11
t. Transfer	Section 18	Item 17
u. Renewal	Section 8	Item 17
v. Post-termination obligations	Sections 20, 24	Item 17
w. Non-competition covenants	Section 20	Item 17
x. Dispute resolution	Section 25	Item 17

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[END OF ITEM 9]

* References are to the Franchise Agreement unless otherwise indicated.

ITEM 10

FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

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[END OF ITEM 10]

ITEM 11

FRANCHISOR'S OBLIGATIONS

Except as disclosed below, we need not provide any assistance to you.

Before you open your business, we will:

1. Review site data on your proposed site. (Franchise Agreement - paragraph 9)

   You are responsible for selecting the location and locate it within a specified area described in the Franchise Agreement. Although not contractually obligated to do so, we typically complete our review within thirty (30) days of the date we have all the information we need.

2. Review the proposed lease for your site. (Franchise Agreement - paragraph 9) Your center's location will be purchased or leased by you from independent third parties. We may require that your lease contain certain provisions.

3. Provide one set of non-architectural floor plans and specifications for the interior of your center. You pay for the construction or remodeling. (Franchise Agreement - paragraph 10)

4. Provide a person to assist you in establishing procedures and training your personnel. (Franchise Agreement - paragraph 14)

5. For a first center location, train you and one other employee as follows: (Franchise Agreement - paragraph 13) (Note that the schedule contemplates that the two persons will train together during the first week and then each will follow independent tracks during the second and third weeks.)

SUBJECT	DAY	TRAINING MATERIAL	HOURS OF CLASS-ROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	INSTRUCTOR	ATTENDEES
Industry Overview, Training Overview, and Materials	1	Training Module(s)	8	0	See Item 2	Franchisee and Key Operator
Sign Materials	2	Training Module(s) Video(s)	4	0	See Item 2	Franchisee and Key Operator
Basic Sign Assembly	2	Training Module(s)	4	0	See Item 2	Franchisee and Key Operator
Graphics Software	3	Training Module(s) Manufacturer	4	0	See Item 2	Franchisee and Key Operator
Advanced Layout Techniques	3	Training Module(s) Video(s)	4	0	See Item 2	Franchisee and Key Operator

SUBJECT	DAY	TRAINING MATERIAL	HOURS OF CLASS-ROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	INSTRUCTOR	ATTENDEES
Equipment	4	Manufacturer	6	0	See Item 2	Franchisee and Key Operator
Additional Software	4, 5	Manufacturer	6	0	See Item 2	Franchisee and Key Operator
Complete Production and Design	5	Training Module(s)	4	0	See Item 2	Franchisee and Key Operator
Franchise System	6	Training Module(s)	2	0	See Item 2	Franchisee
Sign Center Operations	6	Training Module(s) Field Trip	4	2	See Item 2	Franchisee
Employees	7	Training Module(s)	4	0	See Item 2	Franchisee
Business Plan	7	Training Module(s)	4	0	See Item 2	Franchisee
POS System	8, 9	Training Module(s)	14	0	See Item 2	Franchisee
Financial Management	9, 10	Training Module(s)	5	0	See Item 2	Franchisee
Production Flow and Job Descriptions	10	Training Module(s) Field Trip	3	2	See Item 2	Franchisee
Action Selling	11, 12	Training Module(s) Field Trip	8	2	See Item 2	Franchisee
Telephone Skills	12	Training Module(s)	3	0	See Item 2	Franchisee
Consultative Sales Techniques	12, 13, 14	Training Module(s) Field Trip	10	4	See Item 2	Franchisee
Presentation Skills and Role Playing	14	Training Module(s) Field Trip	3	2	See Item 2	Franchisee
Total Operational Review	15	Training Module(s)	4	0	See Item 2	Franchisee

SUBJECT	DAY	TRAINING MATERIAL	HOURS OF CLASS-ROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	INSTRUCTOR	ATTENDEES
Final Exam	15	Exam	4	0	See Item 2	Franchisee
Store Opening Training	16, 17, 18, 19, 20	In-store		24	See Item 2 (Franchise Systems Consultant)	Franchisee, Key Operator, and Staff
Follow-up Training	21, 22, 23	In-store		24	See Item 2 (Franchise Systems Consultant)	Franchisee, Key Operator, and Staff

Note: At Day 6, the Key Operator will proceed on a production-based training track before rejoining the Franchisee at Day 16:

SUBJECT	DAY	TRAINING MATERIAL	HOURS OF CLASS-ROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	INSTRUCTOR	ATTENDEES
Digital Printing Fundamental	6	Training Module(s)	6	2	See Item 2	Key Operator
Software Specific to Digital	7	Training Module(s)	4	0	See Item 2	Key Operator
Color Management	7	Training Module(s)	4	0	See Item 2	Key Operator
File Preparation	8, 9	Training Module(s)	6	8	See Item 2	Key Operator
Output Devices and Printing	9, 10	Training Module(s)	3	4	See Item 2	Key Operator
Hardware	10	Training Module(s) Field Trip	3	4	See Item 2	Key Operator
Consumables and Media	11, 12	Training Module(s)	4	2	See Item 2	Key Operator
Lamination	12	Training Module(s)	2	8	See Item 2	Key Operator
Production	13, 14	Training Module(s)	5	8	See Item 2	Key Operator

SUBJECT	DAY	TRAINING MATERIAL	HOURS OF CLASS-ROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	INSTRUCTOR	ATTENDEES
Finishing Techniques	14	Training Module(s)	1	4	See Item 2	Key Operator
Review	15	Training Module(s)	4	0	See Item 2	Key Operator

You will need to arrange transportation and pay the expenses of meals and lodging for any persons attending the training program. The amount expended will depend on the distance those persons must travel and the type of accommodation chosen. The estimate contemplates attendance of two (2) people for three (3) weeks in Bradenton, Florida, one (1) week of assistance at your center in connection with its opening, and three (3) days follow up training four (4) to six (6) weeks after center opening. If you plan to offer inkjet technology, you may elect to attend additional vendor-based training programs at your expense.

For conversion, transfer, and additional centers, our training program is modified to meet the needs and experience level of the franchisee. For these stores where the franchisee has not previously participated in the Action Selling Program, we do charge the actual cost of materials to fully participate in this program, which is currently $795.

During the operation of the franchised business, we will:

1. Inspect your center as we deem appropriate to enhance uniformity and quality control. (Franchise Agreement - paragraph 14(b))

2. Consult with you concerning operation of your center. (Franchise Agreement - paragraph 14(c))

3. Loan you a copy of our Resource Library which contain mandatory and suggested specifications, standards and procedures. These materials are confidential and remain our property. We will modify these materials, but the modification will not alter your status and rights under the Franchise Agreement. (Franchise Agreement - paragraph 11) A reproduction of the Tables of Contents for the Operations Manual and Technical Operations Manual portions of our Resource Library are attached as **Exhibit I**.

4. Have the right to establish a marketing fund pursuant to which we would provide advertising materials and services. We started the marketing fund in November 1998 and formed SNPFC for this purpose (see Item 1). The materials provided by the marketing fund to participating franchisees may include video, audio, computer and written advertising materials; telemarketing programs; direct mail programs; national, multi-regional, regional or local advertising programs, public relations, market research and marketing activities; development of new products and services, providing advertising and marketing materials to the franchise system or Signs Now® Centers. In our discretion, the marketing fund may furnish you with approved advertising materials at its direct cost of producing them, including shipping and handling. However, we, in our sole discretion retain the right to charge you an amount in excess of our direct cost of producing any materials. We may furnish franchisees not participating in the marketing fund with approved materials developed through use of the marketing fund, but if we do so, we will charge non-participating franchisees amounts for the marketing fund in excess of what we charge participating franchisees. You must contribute the amounts described in Item 6, under the heading "Marketing Contribution."

The marketing fund is administered by SNPFC, which collects contributions from all participating franchisees. Any center owned or affiliated with us will contribute on the same basis as franchised centers. Existing franchise owners at the time the fund was instituted, who did not voluntarily choose to participate, are not legally obligated to contribute to the marketing fund. However, if they later sign a current franchise agreement, the marketing fund contribution will be due for all their franchised centers. We will set the annual percentage to be paid to the marketing fund periodically. It will be uniform as to all participants.

The marketing fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for any salaries, administrative costs and overhead we may incur in activities directly or indirectly related to administration of the marketing fund, and all other forms of conducting market research, preparing advertising and marketing materials and collecting and accounting for contributions to the marketing fund. We may spend in any fiscal year an amount greater or less than the total contributions of participating centers to the marketing fund in that year. Any unused funds will be carried over to the following year. An annual audited financial statement of the marketing fund will be available to any franchisee upon written request. During the last fiscal year of the marketing fund (ending on December 31, 2003), the marketing fund spent 29.8% of the contributions from participating centers on the production of advertisements and other promotional materials, 39.3% for media placement, which included direct mail, and 21.8% for general and administrative expenses, leaving a surplus equal to 9.1% of the contributions. The fund is also repaying a non-interest bearing loan to us for operating expenses we advanced in previous years. We do not use any money from the marketing fund for advertising the sale of franchises.

We have no obligation in good faith or otherwise to ensure that expenditures by the marketing fund affect any particular geographic area or any group of franchisees equal to their contribution to the marketing fund.

The Franchise Advisory Board ("FAB") advises SNPFC on the advertising policies. The FAB serves in an advisory capacity and has no final decision-making authority for our advertising programs. SNPFC determines which programs to implement. The FAB currently has five members; one of our officers (as chairman); and four franchise representatives who are elected by the franchisees on a regional basis. We have the power to change or dissolve the FAB.

If an association of franchise owners is established in a geographic area where your center is located, you must join and participate in it and must contribute to the association the amounts as are determined by the association. None of these have yet been established.

We may hold conferences to discuss sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards, advertising programs and merchandising procedures, and other matters. You must pay all your conference expenses, including registration fees, travel and living expenses.

We may provide advertising materials and services to you. Materials provided to all franchisees include video and audio tapes, mats, posters, banners and miscellaneous point-of-sale items. There is a charge for copies of these materials.

You may develop advertising materials for your own use, at your own cost. We must approve the advertising materials in advance and in writing.

We may on occasion provide for placement of advertising for the entire Signs Now® system, including franchisees. However, most placement is done on a local basis, typically by local advertising agencies hired by individual franchisees. In the past we have used an outside advertising agency to create and place advertising. (Franchise Agreement - paragraph 6)

5. Franchisees typically open their centers three to six months after they sign a franchise agreement. The factors that affect this time are the ability to obtain a lease, financing or building permits, zoning and local ordinances, weather conditions, shortages, and delayed installation of equipment fixtures and signs.

6. The Signs Now® franchise includes the use of computers to generate sign layouts. Currently, we approve the use of IBM PC compatible Pentium based computers and Apple Macintosh computers and design stations, and the following sign-making software: Gerber Omega software (formerly called Graphics Advantage); Cadlink Signlab sign cutting software; digital printing software from Onyx Graphics; and Flexi Sign Pro. The PC computers are available through a variety of manufacturers. The Macintosh is manufactured by Apple Computer, Inc., 1 Infinite Loop, Cupertino, California, 95014, (408) 996-1010. The software is owned by the following:

Gerber Omega
Gerber Scientific Company
151 Batson Drive
Manchester, Connecticut 06040
(203) 643-1414
(203) 643-1515

Cadlink Signlab
Cadlink Technology Corporation
2285 St. Laurent Boulevard, Unit D-8
Ottawa, Ontario K1G 4Z7
Canada
(613) 247-0850

Flexi Sign Pro
Amiable Technologies, Inc.
Scott Plaza Two, Suite 625
Philadelphia, Pennsylvania 19113-1518
(800) 229-9068

Onyx Graphics Corporation
6915 South High Tech Drive
Midvale, Utah 84047
(800) 828-0723

Gerber signmaking software has been in continuous use in the Signs Now system for sixteen (16) years, and the other software, for ten (10) years. There may be other software which you choose to use. We offer training and support for the Gerber software, but not for other approved software. You do not have an obligation to update your hardware or software while you can produce signs and products required by your customers. However, as technology develops and new products are introduced, you will probably desire to upgrade your equipment and software.

We require that you record your store sales on a system approved by us and we have approved the use of Cyrious P.O.S. software or other designated P.O.S. software system. The Cyrious software is owned by:

Cyrious Software
12627 Jefferson Highway, Suite #C
Baton Rouge, Louisiana 70816
(225) 752-2867
(800) 552-1418

We have reserved the right to require you to use a system that will allow us to access your sales figures through modem or other means. (Franchise Agreement - paragraph 11(e)(x))

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[END OF ITEM 11]

ITEM 12

TERRITORY

Your franchise agreement grants you the right to operate your Signs Now® Center for the specific location only and does not in any way grant or imply any area, market or territorial right to you. We and our affiliates are free to establish and operate or license others to establish and operate similar or different businesses under any tradename, at any location which may compete with your center. We and our affiliates may establish additional Signs Now® Centers operated by us, our affiliates and/or other franchisees in the vicinity of your center, which also may compete with your center. We and our affiliates are also free to use the Signs Now® trademarks and service marks in the sale of products and services which are similar to those you offer through any channel of distribution we determine. Additionally, you will receive no territorial right of any kind under the National Accounts Program. Either we, other Signs Now ® Centers, or third parties we designate, may solicit in your geographic area to develop customers as national accounts.

The terms of Item(s) 12 of this offering Circular have been negotiated with other franchisees. A copy of all Negotiated Sales Notices filed in California in the last twelve months is attached as **Exhibit K**.

You will operate from one location and must receive our permission before relocating. There is no restriction placed on you, us or any other franchisee regarding solicitation of business outside a certain area.

You do not receive the right to acquire additional franchises within any given area. There is no minimum sales quota.

We occasionally look into acquiring chains of stores which offer products and services similar to those offered by Signs Now® franchisees. The stores may be converted into the Signs Now® system, maintained as a new concept under the Signs Now® logo or maintained as a separate concept. As of the date of this offering circular we have not determined the extent, if any, of the incorporation of a chain into the Signs Now® system nor the trademarks under which this type of acquired chain would transact business with the public. We have not yet determined how we would resolve conflicts with our franchisees concerning a potential acquisition of this nature.

As of this date of this offering circular, except for Sign Express® franchised centers in Brazil and Honduras, and those licensed to use the Sign Express® or The Signery® marks in the United States by TSC, we and our affiliates do not operate or franchise any other similar business under a different trademark and have no plans to do so (see Item 1). However, as indicated above, we and our affiliates may establish franchises, company-owned outlets or other channels of distribution offering similar products and services under other trademarks and service marks.

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[END OF ITEM 12]

ITEM 13

PRINCIPAL TRADEMARKS

We will grant you the right to operate a center under the mark Signs Now®. You may also use our other current or future trademarks to operate your center. Trademark means trade names, trademarks, service marks and logos used to identify your store. Among others, we have registered the following principal Signs Now® trademarks on the United States Patent and Trademark Office principal register:

Registration No.: 2,121,506
Registration Date: December 16, 1997

Signs Now®

Registration No.: 1,632,526
Registration Date: January 22, 1991

SIGNS NOW!®

Registration No.: 1,622,804
Registration Date: November 13, 1990

SIGNS NOW

®

Registration No. 1,996,871
Registration Date: August 27, 1996

®

You must follow our rules when you use these marks. You cannot use a name or mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use our registered name in the sale of an unauthorized product or service or in a manner not authorized in writing by us.

Pursuant to an agreement dated March 24, 1986, Mance Etheredge and Donna Driscoll have the right to operate using the mark Signs Now® in Colorado, and we have no right to license the use of this mark within a twenty-five (25) mile radius of Denver, Colorado without their express permission. Mr. Etheredge and Ms. Driscoll had previously licensed the use of the Signs Now® name and initial mark to several parties. Under the terms of those agreements, we cannot license the mark in their areas. Except for the above, there are no agreements limiting our right to use or license the use of our trademarks in the United States. We have master franchising agreements with others to license the use of our marks in other countries.

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademark. We will take the action we think appropriate. While we are not required to defend you against a claim against your use of our trademark, we will reimburse you for your liability and reasonable costs in defending our trademark. To receive reimbursement you must have notified us immediately when you learned about the infringement or challenge.

You must modify or discontinue the use of a trademark if we modify or discontinue it. We have no obligation to reimburse you for any expenses resulting from a change. You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of our trademark.

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[END OF ITEM 13]

ITEM 14

PATENTS, COPYRIGHTS AND
PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent or copyright, but you can use the proprietary information in our Resource Library. These materials are described in Item 11 and the tables of contents for the Operations Manual and Technical Operations Manual portions of our Resource Library are attached as **Exhibit I**. Although we have not filed an application for copyright registration for these materials, we claim a copyright and the information is proprietary. Item 11 describes limitations on the use of these materials by you and your employees. You must also promptly tell us when you learn about unauthorized use of this proprietary information. We are not obligated to take any action but will respond to this information as we think appropriate.

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[END OF ITEM 14]

ITEM 15

OBLIGATION TO PARTICIPATE IN THE
ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We do not require that you personally supervise the franchised business. The business must be directly supervised "on-premises" by a manager who has successfully completed our training programs. The manager must be actively involved in operation of the store at least 45 hours per week. The on-premises manager cannot have an interest or business relationship with any of our business competitors. The manager need not have an ownership interest in a corporate or partnership franchisee. The manager must sign a written agreement to maintain confidentiality of the trade secrets described in Item 14 and to conform with the covenants not to compete described in Item 17.

Each individual who owns an interest in the franchisee entity must sign the Franchise Agreement.

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[END OF ITEM 15]

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell only products and services in compliance with our specifications. (Franchise Agreement, Section 11(e)(I))

You must offer all goods and services that we designate as required for all franchisees. Currently, required items are the production and sale of vinyl signs. Parts, supplies, and equipment used in your Signs Now® store must meet our specifications and standards. (see Item 8).

We have the right to add additional authorized products and services that you are required to offer. There are no limits on our right to do so.

We also designate some services as optional for qualified franchisees. Current optional services are other types of signs, large format digital imaging, lamination, tee-shirts and hats, faxing, packaging and shipping. To offer optional goods or services, you must be in substantial compliance with all material obligations under your Franchise Agreement. In addition, we may require you to comply with other requirements (including training, marketing, insurance) before we will allow you to offer certain optional services.

We will not restrict you from soliciting any customers, no matter who they are or where they are located, except to the extent your right to service certain customers is affected by the National Accounts Program. (Franchise Agreement - paragraph 12). If the National Account refuses to utilize your service, for whatever reason, either we, another Signs Now franchisee or someone else we designate will service the account. The maximum pricing and terms of service for National Accounts will be set by us and will change at our discretion. You must follow our rules for handling them. In some cases, we may bill them for services you perform. (Franchise Agreement - paragraph 12(g)).

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[END OF ITEM 16]

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this offering circular.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Term of the franchise	Section 8	20 years
b. Renewal or extension of the term	Section 8	If you are in good standing you can add additional term of 20 years
c. Requirements for you to renew or extend	Section 8	Sign new agreement, pay fee, remodel and sign release
d. Termination by you	Section 23(b)	Only through legal process resulting from our breach or with our consent
e. Termination by us without cause	None	
f. Termination by us with cause	Section 23	We can terminate only if you default
g. "Cause" defined - defaults which can be cured	Section 23	You have 15 days to cure: non-payment of fees, breach of any other condition not listed in Sec. 23(a)
h. "Cause" defined -defaults which cannot be cured	Section 23	Non-curable defaults: conviction of felony, repeated defaults even if cured, abandonment, trademark misuse and unapproved transfers
I. Your obligations on termination/non-renewal	Section 24	Obligations include complete de-identification and payment of amounts due (also see r, below)
j. Assignment of contract by us	Section 26(m)	No restriction on our right to assign
k. Transfer by you -definition	Section 18	Includes transfer of contract or assets or ownership change
l. Our approval of transfer by franchisee	Section 18	We have the right to approve all transfers but will not unreasonably withhold approval
m. Conditions for our approval of transfer	Section 18(d)	New Franchisee qualified, transfer fee paid, purchase agreement approved, training arranged, release signed by you and current agreement signed by new franchisee (also see r, below)

Provision	Section in Franchise Agreement	Summary
n. Our right of first refusal to acquire your business	Section 18(g)	We can match any offer for the franchisee's business
o. Our option to purchase your business	None	
p. Your death or disability	Section 18(e)	Franchise must be assigned by estate to approved buyer in 6 months
q. Non-competition covenants during the term of the franchise	Sections 20(a) and 20(b)	No involvement in competing business
r. Non-competition covenants after the franchise is terminated or expires	Section 20(c)	No competing business for 2 years within 20 miles of your center or another Signs Now® franchise (including after assignment)
s. Modification of the agreement	Section 26(d)	No modifications generally but Resource Library subject to change
t. Integration/merger clause	Section 26(d)	Only the terms of are binding (subject to state law).* Any other promises may not be enforceable
u. Dispute resolution by arbitration or mediation	Section 25	Except for certain claims, all disputes must be arbitrated in Bradenton, Florida*
v. Choice of forum	Section 26(l)	Litigation must be in Florida,* but the Federal Arbitration Act and the Lanham Act preempt state laws
w. Choice of law	Section 26(l)	Florida law applies,* but the Federal Arbitration Act and the Lanham Act preempt state laws

These states have statutes which may supersede in your relationship with the franchisor including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, tit.], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS, 705/19 and 705/20], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Sections 523H.1-523H.17], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], RHODE ISLAND [General Laws of RI, Section 19-28.1-14], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564],

* Certain state laws purport to limit the enforceability of arbitration, forum selection, governing law, and integration provisions of franchise agreements, even though the parties to the contract have so agreed. Some of these state laws may be superceded by contradictory federal law. Regardless of any state law to the contrary, we intend to fully enforce the franchise documents in the form written and signed by the parties. We also intend to rely on federal preemption under the Federal Arbitration Act (9 U.S.C. § 1, et seq.).

WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions which may supersede in you relationship with the franchisor including the areas of termination and renewal of your franchise. See addenda for any special considerations in your state.

CALIFORNIA RESIDENTS SHOULD REVIEW THE CALIFORNIA ADDENDUM ATTACHED AS EXHIBIT J.

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[END OF ITEM 17]

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote our franchise.

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[END OF ITEM 18]

ITEM 19

EARNINGS CLAIMS

We do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a Signs Now® center. Actual results vary from unit to unit and we cannot estimate the results of any particular franchise.

CALIFORNIA RESIDENTS SHOULD REVIEW THE CALIFORNIA ADDENDUM ATTACHED AS EXHIBIT J.

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[END OF ITEM 19]

ITEM 20

FRANCHISED STORE STATUS SUMMARY
FOR YEARS 2003, 2002, 2001
(U.S.A.)

STATE	TRANSFERS	CANCELED OR TERMINATED	OR NOT RENEWED	REACQUIRED BY FRANCHISOR	LEFT THE SYSTEM OTHER	TOTAL FROM LEFT COLUMNS (2)	FRANCHISES OPERATING AT YEAR END
Alabama	0/0/1	----	----	----	----	0/0/1	6/6/6
Alaska	----	----	----	----	----	----	1/1/1
Arizona	0/1/0	----	----	----	----	0/1/0	1/1/1
Arkansas	1/0/0	----	----	----	----	1/0/0	2/2/2
California	----	----	----	----	----	----	9/9/9
Colorado	----	----	----	----	0/0/1	0/0/1	6/6/5
Connecticut	----	----	----	----	0/0/1	----	1/0/1
Delaware	----	----	----	----	----	----	1/1/1
Florida	2/7/5	----	----	----	0/0/2	2/7/7	28/28/27
Georgia	0/1/0	----	----	----	2/0/3	2/1/3	10/11/11
Idaho	0/1/0	----	----	----	----	0/1/0	4/3/3
Illinois	0/1/0	----	----	----	1/1/0	1/2/0	21/22/23
Indiana	----	1/0/0	----	----	0/0/1	1/0/1	5/6/6
Iowa	1/0/0	----	----	----	1/0/0	2/0/0	3/4/4
Kansas	----	----	----	----	----	----	3/2/2
Kentucky	----	----	----	----	----	----	5/5/5
Louisiana	0/0/2	----	----	----	0/1/1	0/1/3	6/6/7
Maine	----	----	----	----	----	----	1/1/1
Maryland	----	----	----	----	----	----	1/1/1
Massachusetts	----	----	----	----	----	----	0/1/1
Michigan	3/0/0	----	----	----	0/1/0	3/1/0	6/6/7
Minnesota	----	----	----	----	----	----	1/1/1
Mississippi	----	----	----	----	----	----	1/1/2
Missouri	2/1/0	1/0/0	----	----	0/1/0	3/2/0	6/6/6
Montana	0/1/0	----	----	----	----	0/1/1	4/4/4
Nebraska	----	----	----	----	0/1/1	0/1/1	2/2/3
Nevada	----	----	----	----	----	----	1/1/1
New Jersey	----	----	----	----	----	----	0/0/0
New York	0/1/0	----	----	----	1/0/0	1/1/0	6/7/7
North Carolina	2/0/0	----	----	----	2/0/0	2/0/0	15/15/15
Ohio	----	----	----	----	0/0/2	0/0/2	5/5/5
Oklahoma	----	----	----	----	----	----	6/6/6
Oregon	----	----	----	----	1/1/0	1/1/0	8/9/9

STATE	TRANSFERS	CANCELED OR TERMINATED	OR NOT RENEWED	REACQUIRED BY FRANCHISOR	LEFT THE SYSTEM OTHER	TOTAL FROM LEFT COLUMNS (2)	FRANCHISES OPERATING AT YEAR END
Pennsylvania	1/0/0	----	----	----	0/0/1	1/0/1	3/3/3
Puerto Rico	----	----	----	----	----	----	1/1/1
South Carolina	0/0/1	1/0/0	----	----	1/0/1	1/0/1	4/5/5
Tennessee	----	----	----	----	0/1/3	0/1/3	9/9/13
Texas	----	----	----	----	0/1/0	0/1/0	9/9/9
Utah	----	----	----	----	----	----	4/4/4
Virginia	----	----	----	----	----	----	1/1/1
Washington	----	----	----	----	1/0/2	1/0/2	7/8/8
West Virginia	----	----	----	----	0/0/1	0/0/1	1/1/1
Wisconsin	----	----	----	----	----	----	3/4/4
TOTALS	12/14/10	3/0/0	----	----	10/8/20	25/22/30	217/224/232

1) Note: All numbers are as of December 31 for each year.

2) The numbers in the "Total" column may exceed the number of stores affected because several events may have affected the same store. For example, the same store may have had multiple owners.

FRANCHISED
STORE STATUS SUMMARY
FOR YEARS 2003, 2002, 2001
(International)

COUNTRY	TRANSFERS	CANCELED OR TERMINATED	OR NOT RENEWED	REACQUIRED BY FRANCHISOR	LEFT THE SYSTEM OTHER	TOTAL FROM LEFT COLUMNS (2)	FRANCHISES OPERATING AT YEAR END
Australia	----	----	----	----	1/0/0	1/0/0	0/1/1
Spain	----	----	----	----	----	----	----
Canada	1/0/0	0/0/1	----	----	0/3/1	0/3/2	17/17/21
United Kingdom	----	----	----	----	0/5/2	0/4/2	5/5/10
Taiwan*	----	----	----	----	----	----	----
Honduras*	----	----	----	----	----	----	1/1/1
Argentina*	----	----	----	----	----	----	----
Hong Kong*	----	----	----	----	----	----	----
Pakistan	----	----	----	----	----	----	1/1/1
Uruguay*	----	----	----	----	0/0/1	0/0/1	----
Brazil	----	----	----	----	0/1/14	0/1/14	3/3/4
TOTALS	1/0/0	0/0/1	----	----	0/9/18	0/8/19	28/28/38

*These stores operated under the Sign Express® tradename. We acquired the rights to these stores in 1997.

A list of the names, addresses and telephone numbers of all franchise stores operating on December 31, 2003 is shown on **Exhibit C**.

A list of the names and last known home addresses and telephone numbers of all franchisees who have had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the fiscal year ending December 31, 2003 or who have not communicated with us within ten (10) weeks of the date of this Offering Circular is shown on **Exhibit D**.

STATUS OF COMPANY OWNED STORES
FOR YEARS 2003, 2002, 2001

STATE	STORES CLOSED DURING YEAR	STORES OPENED DURING YEAR	TOTAL STORES OPERATING AT YEAR END
Florida *	0/1/1	1/3/0	2/2/0
	----	----	----
TOTALS	0/1/1	1/3/0	2/2/0

* SNOC sold a store in Tampa to a franchisee in 2001. SNOC bought two (2) stores in Bradenton and one (1) store in Sarasota from a franchisee in 2002 and then sold the Sarasota store to another franchisee. In 2003, SNOC and the Sarasota franchisee placed the two (2) Bradenton stores and the Sarasota Store with Manasota Signs, of which SNOC is a majority owner.

PROJECTED OPENINGS
AS OF DECEMBER 31, 2003
(U.S.A.)

STATE	FRANCHISE AGREEMENTS SIGNED BUT STORE NOT OPEN	PROJECTED FRANCHISED NEW STORES IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OWNED OPENINGS IN NEXT FISCAL YEAR
Arizona	0	1	0
Florida	0	1	0
Kansas	1	0	0
Minnesota	0	1	0
Missouri	0	1	0
Texas	0	1	0
TOTAL	1	5	0

PROJECTED OPENINGS
AS OF DECEMBER 31, 2003
(International)

COUNTRY	FRANCHISE AGREEMENTS SIGNED BUT STORE NOT OPEN	PROJECTED FRANCHISED NEW STORES IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OWNED OPENINGS IN NEXT FISCAL YEAR
Canada	0	0	0
United Kingdom	0	0	0
TOTAL	0	0	0

[END OF ITEM 20]

ITEM 21

FINANCIAL STATEMENTS

Attached as **Exhibit E** are our audited financial statements for the fiscal years ending December 31, 2001, 2002, and 2003.

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[END OF ITEM 21]

ITEM 22

CONTRACTS

The Franchise Agreement for use in this state and elsewhere is attached to this Offering Circular as **Exhibit F**.

A form entitled "Non-Disclosure of Confidential Information" is attached as **Exhibit H** and must be signed by all prospective franchisees when they receive this Offering Circular.

The Conversion Addendum to be executed by those who convert from independent stores is attached as **Exhibit G**.

There are no other contracts or agreements provided by the Franchisor to be signed by the Franchisee.

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[END OF ITEM 22]