

EXHIBIT 2

FRANCHISE AGREEMENT AND INSURANCE ADDENDUM

WEST SANITATION SERVICES, INC.

FRANCHISE AGREEMENT

WEST SANITATION SERVICES, INC. FRANCHISE AGREEMENT

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**EXHIBIT A - CUSTOMER ACCOUNTS WHICH WEST WILL
ASSIGN TO FRANCHISEE (IF ANY)**

EXHIBIT B - INSURANCE ADDENDUM

**WEST SANITATION SERVICES, INC.
FRANCHISE AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, _____, WEST SANITATION SERVICES, INC., a Delaware corporation with its headquarters at 3882 Del Amo Boulevard, Torrance, California 90503 (hereinafter referred to as "Franchisor," "West" or the "Company") and _____, located at _____ (hereinafter referred to as "Franchisee").

WITNESSETH:

WHEREAS, Franchisor as a result of the expenditure of time, skill, effort and money has developed a unique and proprietary system for developing, opening and operating businesses (hereinafter "AEROWEST/ODO-SAN/WESTAIR Businesses") specializing in unique and high quality restroom odor control and sanitation services, which system includes (without limitation) drip dispensing, air circulation and other odor control systems; toilet deodorizing, cleaning and disinfecting methods and procedures; odor control products; restroom sanitation products; specifications and standards for equipment, chemicals and materials; sales, marketing and telemarketing methods; Administration assistance; training programs; and, business and reporting forms (hereinafter referred to as the "AEROWEST/ODO-SAN/WESTAIR System" or the "System");

WHEREAS, Franchisor continues to expend time, skill and money to investigate and, if Franchisor deems it desirable, to develop and integrate into the System new or substitute products, technology, procedures, systems and services;

WHEREAS, Franchisor is the owner and/or licensee of certain trademarks, trade names, service marks, copyrights and logotypes, including but not limited to the marks "AEROWEST", "ODO-SAN" "WESTAIR" and such other trademarks, trade names, service marks, copyrights and logotypes as are now designated and may hereafter be designated by Franchisor (such names, logotypes and marks hereinafter referred to as the "Trademarks");

WHEREAS, Franchisor continues to develop, use and control the use of the Trademarks in order to identify for the public the source of services and products marketed thereunder and to represent the high standard of quality associated with such services and products;

WHEREAS, Franchisee desires to obtain a franchise to operate one (1) AEROWEST/ODO-SAN/WESTAIR Business in the non-exclusive area described in Section 2.01 below for the purpose of offering and selling Franchisor's services, and services related thereto, under the Trademarks and under the AEROWEST/ODO-SAN/WESTAIR System; and,

WHEREAS, Franchisor desires to grant to Franchisee a franchise upon the terms and subject to the conditions hereof.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. GRANT OF FRANCHISE AND LICENSE

1.01 Grant of Franchise

Franchisor hereby grants to Franchisee, and Franchisee hereby accepts, the right to operate one (1) AEROWEST/ODO-SAN/WESTAIR Business (the "Business") and to use solely and in connection therewith the AEROWEST/ODO-SAN/WESTAIR System as it may be changed, improved, modified or further developed from time to time, in the non-exclusive Area as defined in Section 2.01 hereof, and upon the terms and subject to the provisions of this Agreement and all ancillary documents hereto.

1.02 Grant of License

Franchisor hereby grants to Franchisee, and Franchisee hereby accepts, a non-exclusive license to use and display Franchisor's Trademarks solely in connection with the operation of one (1) AEROWEST/ODO-SAN/WESTAIR Business, and in connection with the services offered and sold in

4. To offer and sell services, products, equipment and chemicals within the Area which comprise a part of the AEROWEST/ODO-SAN/WESTAIR System and (in the case of services) which this Agreement contemplates Franchisee will offer and sell and, in connection therewith, to exploit its Trademarks, name, reputation and know-how.

B. Both within and outside the Area, Franchisor reserves the right to itself offer and sell at retail services which comprise a part of the AEROWEST/ODO-SAN/WESTAIR System to National/Regional Accounts. "National/Regional Accounts" are defined as customers such as large corporations, hospital chains, federal, state and local governmental agencies and any other customer not confined to the Area conferred upon Franchisee hereunder. Franchisor shall afford Franchisee the opportunity to service such outlets or locations of National/Regional Accounts as may be present in Franchisee's Area at that contractual price agreed upon between Franchisor and said National/Regional Account. If Franchisee does not desire to service or is incapable of servicing said National/Regional Account for any reason, then Franchisor (or any other franchisee of Franchisor) may service the account within Franchisee's Area. The procedures governing Franchisor's National/Regional Accounts program are set forth in Franchisor's Manual.

III. TERM AND RENEWAL

3.01 Initial Term

The initial term ("Initial Term") of this Agreement shall be for a period of five (5) years commencing on the date of execution of the Agreement by Franchisor, unless sooner terminated in accordance with the provisions of this Agreement.

3.02 Renewal Terms

After expiration of the Initial Term of this Agreement, this Agreement will be automatically renewed for successive one (1) year terms (the "Renewal Terms"), unless either Franchisor or Franchisee elects to terminate this Agreement pursuant to the terms hereof.

IV. FEES AND PAYMENTS TO FRANCHISOR

4.01 Initial Franchise Fee

In consideration of the execution of this Agreement by Franchisor, Franchisee shall pay Franchisor an Initial Franchise Fee of Six Thousand Dollars (\$6,000) which shall be payable in full upon the execution of this Agreement. The Initial Franchise Fee shall be deemed fully earned when paid and shall be non-refundable in whole or in part.

4.02 Initial Development Fee

If Franchisor is assigning any existing customers of Franchisor in Franchisee's area effective upon the date of execution of this Agreement by Franchisor (as provided by Section 5.01 hereof), then Franchisee shall pay Franchisor an initial development fee (the "Initial Development Fee") of _____ (\$_____), representing forty percent (40%) of one year's Annualized Gross Billing Value (as defined below) of the existing customers of Franchisor so assigned and identified on Exhibit "A" hereof.

The "Annualized Gross Billing Value" for each customer shall be the greater of the customer's actual annual billing for the past twelve (12) months or thirteen (13) times the customer's then-current contractual billing rate for a four (4) week period (no matter whether Franchisor bills the customer annually or on a 4-week basis). The Initial Development Fee shall be payable in full upon the execution of this Agreement, except that Franchisor may, in its sole and exclusive discretion, offer to finance up to eighty percent (80%) of the Initial Development Fee for a maximum period of five (5) years at an Annual Percentage Rate ("APR") of ten percent (10%). Where Franchisor has no existing customers in Franchisee's Area to assign Franchisee shall pay no Initial Development Fee. The Initial Development Fee shall be non-refundable in whole or in part.

V. OBLIGATIONS OF FRANCHISOR

5.01 Initial Assignment of Existing Customers

A. If Franchisor has entered into contracts or received standard orders from any existing customers situated in Franchisee's Area on the date of Franchisee's execution of the franchise agreement, Franchisor may assign all such existing customers which have not been assigned to any other franchisee to Franchisee and shall identify such customers on Exhibit "A" to this Agreement. Such assignment shall become effective the date Franchisor executes the Franchise Agreement. Franchisee shall pay Franchisor the Initial Development Fee provided under Section 2.02 as compensation for assigning these customers to Franchisee. Franchisee understands and agrees that Franchisor shall have no obligation to assign Franchisee any specific number of existing customers, or any existing customers at all (if Franchisor has no existing customers in Franchisee's Area or if such customers have been assigned to another franchisee whose Area overlaps Franchisee's Area).

B. Within a reasonably prompt time after the effective date of such assignment, in Franchisor's sole and exclusive discretion, either (i) Franchisor shall cause its representative(s) to visit the service locations of any and all such customers to be assigned to Franchisee, and shall replace or repair any broken or damaged AeroWest, Odo-San or Westair equipment at such locations at no cost to Franchisee, or (ii) Franchisor shall supply equipment to Franchisee at no charge for such repairs and replacements, Franchisee shall make such repairs and replacements, and Franchisor shall compensate Franchisee for making such repairs and replacements at a reasonable rate to be determined by Franchisor. Franchisee understands and agrees that Franchisor's obligation to replace or repair equipment (or to arrange for such replacement and/or repair by Franchisee) shall apply only to those customers initially assigned to Franchisee effective on the date that Franchisor executes the Franchise Agreement, and not to any customers subsequently assigned to Franchisee pursuant to Section 5.02 hereof.

5.02 Additional Customer Assignment

Franchisor intends to establish and develop customers for the restroom odor control and sanitation services of Franchisor and to enter into standard orders or contracts with each customer, providing for the supply of such services by Franchisor or its nominee. Franchisor shall offer to assign to Franchisee during the Initial Term and any Renewal Term of this Agreement all such customer orders, contracts and agreements in Franchisee's Area that Franchisor determines (in its sole and exclusive discretion) can be properly performed by Franchisee. If Franchisee accepts the offer of any such assignment, then Franchisee shall pay Franchisor the Additional Development Fee for each such customer provided under Section 2.03 of this Agreement.

5.03 Franchisee's Acknowledgments and Waivers Concerning Customer Assignment

Franchisee specifically waives any claims, demands or damages (including, without limitation, any claimed breach of the implied covenant of good faith and fair dealing) arising from the following facts, which Franchisee hereby acknowledges are due to the inevitable and significant economic, social and demographic variability of markets; the need to achieve economies of scale; the relative effectiveness of Franchisee and of other franchisees; and/or, the number of franchises which Franchisor, in its sole and exclusive discretion, anticipates granting in any region:

1. The fact that Franchisee may be initially or subsequently assigned substantially more or fewer existing customers pursuant to Sections 5.01 and 5.02 hereof than are initially or subsequently assigned to another franchisee (or no customers at all);

2. The fact that following any initial assignment of existing customers pursuant to Section 5.01 hereof, Franchisor shall have no further obligation pursuant to Section 5.02 hereof to assign Franchisee any specific number of customers, or any customers at all, if Franchisor has not entered into standard orders or contracts with customers in Franchisee's Area, and/or if Franchisor determines (in its sole and exclusive discretion) that such orders or contracts cannot be properly performed by Franchisee; and,

5.07 Administration Support Services

A. In order to enable Franchisee to concentrate on sales and service activities for his franchised AEROWEST/ODO-SAN/WESTAIR Business, Franchisor shall provide Franchisee with Administration support services. Franchisor shall issue service tickets, reports, billings, receivables statements and perform collections (except for C.O.D.s as provided below) and certain other tax and Administration duties on behalf of the franchised Business. Each week Franchisor shall furnish Franchisee with service tickets and reports for each of Franchisee's customers and summary reports for the week. In addition, Franchisor shall send Franchisee a monthly accounting statement of income and expenditures and an annual Form 1099.

Franchisor shall send Franchisee all revenues due Franchisee for services performed by Franchisee at the end of every Settlement Period (as defined below), after deducting the Administration, Trade Shows, Regional Support and Royalty Fee provided for under Section 4.04 of this Agreement and any other amounts owed by Franchisee to Franchisor. Provided that Franchisee submits service receipts and weekly summary reports in a timely manner as required by Section 6.07 (A), Franchisor shall advance to Franchisee up to seventy-five percent (75%) of the Gross Billings of the franchised Business for the Settlement Period, less Administration, Trade Shows, Regional Support and Royalty Fees and all other monies due Franchisor by Franchisee, which advance shall be prorated and transmitted to Franchisee on a weekly basis. At the end of each such Settlement Period, Franchisor shall: (i) adjust the total Gross Billings contracted for by Franchisee's customers for such Settlement Period by deducting missed services, cancelled customers and other changes, and adding new customers, services carried over from prior weeks, etc.; (ii) deduct therefrom the total weekly advances to Franchisee during the Settlement Period, all Administration, Trade Shows, Regional Support and Royalty Fees, all other monies owed Franchisor by Franchisee, and all refunds, chargebacks, credits and allowances given to customers by Franchisee; and, (iii) transmit to Franchisee the balance owing to Franchisee following such adjustments.

A Settlement Period shall consist of a period of either four (4) or five (5) weeks as determined by Franchisor to eliminate partial weeks in Settlement periods.

B. Franchisee shall collect and remit all C.O.D. charges for services rendered by Franchisee to Franchisor on a weekly basis by personal check or money order, and Franchisor shall deduct the Administration, Trade Shows, Regional Support and Royalty Fees for these charges from monies due Franchisee each week.

C. Franchisee shall use its best efforts to collect on any account that has been declared uncollectible by Franchisor. Whether or not Franchisee is eventually able to collect said account in whole or in part, Franchisor shall have the right to deduct the full Gross Billing amount attributable to said account and the amount of said account from monies otherwise due Franchisee hereunder, without being obliged to wait for the eventual success or failure of Franchisee's collection attempts.

5.08 Sales Leads

Franchisor shall from time to time furnish Franchisee with any sales leads in Franchisee's Area that Franchisor may develop from Franchisor's advertising, telemarketing or trade show activities.

5.09 Forms

Franchisor shall supply Franchisee, for no additional charge, with various forms, including (without limitation) account and remittance report forms, account tickets, and other service forms.

5.10 New Services, Products and Technology

Franchisor shall from time to time offer Franchisee, for no additional franchise fee: (i) the right to use any new technology, products, services, systems, techniques, procedures or methods that may have been developed by or made available to Franchisor and which Franchisor determines to incorporate in the AEROWEST/ODO-SAN/WESTAIR System, and (ii) the opportunity to purchase from Franchisor for use in the franchised Business any System products, equipment, chemicals and

premises from which Franchisee operates the franchised Business, all to determine compliance with this Agreement and with Franchisor's Manual, policies, procedures, programs, standards, specifications and techniques. Following such inspections, in the event that in Franchisor's determination Franchisee's services and operation do not meet Franchisor's standards for the AEROWEST/ODO-SAN/WESTAIR System, Franchisee agrees to incorporate into his Business any changes, corrections or modifications required by Franchisor to maintain the standards of quality and uniformity prescribed by Franchisor in its Manual or otherwise.

6.04 Franchisee Participation in Operation of Business; Substitute Manager

A. Franchisee shall be responsible for and shall directly and personally conduct and operate the franchised Business, unless otherwise permitted in writing by Franchisor. If Franchisee is ill or otherwise temporarily unable to operate the franchised Business personally, Franchisee shall appoint a substitute manager (the "Manager") satisfactory to Franchisor. If Franchisee does not have a satisfactory substitute Manager, Franchisee shall immediately so advise Franchisor and Franchisor shall use its best efforts to help Franchisee find a way or person to provide services until Franchisee can directly operate the franchise again. If Franchisee becomes permanently incapacitated, then the provisions of Section 9.03 will apply.

B. From the date of Franchisee's incapacity until a Manager satisfactory to Franchisor assumes control of the franchised Business (or, if no satisfactory Manager can be found, until Franchisee resumes control), Franchisor may, at its sole option, assume full control of and operate the franchised Business. During such period of time, Franchisor will deduct its operating costs for labor and materials and its expenses for travel, lodging, meals, and all other expenses and fees from the Business's Gross Billings and shall pay itself a management fee equal to ~~fifteen~~ ^{fourteen} (14%) percent of the Business's Gross Billings for such period of operation, which fee shall be in addition to the Administration, Trade Shows, Regional Support and Royalty Fee due to Franchisor. Remaining funds (if any) will then be remitted to Franchisee according to the procedures set forth in Section 5.07 (less any other Franchisor deductions provided for hereunder). Any deficiency in sums due to Franchisor hereunder shall be paid by Franchisee to Franchisor within ten (10) days of Franchisor's rendering a notice of such deficiency to Franchisee. Franchisor shall not be obligated to so operate Franchisee's franchise and, if it does, Franchisor shall not be responsible for any operational losses of the franchise, nor shall it be obligated to continue operation of the Business.

6.05 Compliance with Laws, Rules and Regulations

Franchisee shall operate the franchised Business in strict compliance with all applicable laws, rules and regulations of all governmental authorities; shall comply with all applicable wage, hour, fringe benefit and other laws and regulations of the federal, state and local governments with respect to any and all full-time or part-time employees of Franchisee as well as Franchisee and; shall prepare and file all necessary tax returns; shall pay all taxes imposed upon Franchisee related to the franchised Business; and, shall obtain and keep in good standing all necessary licenses, permits and other required forms of governmental approval required of Franchisee to offer and sell those services which are part of the AEROWEST/ODO-SAN/WESTAIR System or which may, in the future, be made a part of that System.

6.06 Requirements Concerning Products and Services

A. Proprietary Products and Services

To provide restroom odor control and sanitation services of the highest quality, to guarantee uniformity of concept and quality, and to protect the trade secrets of Franchisor, Franchisee is required to purchase from Franchisor and to utilize all dispensers and other proprietary chemicals and all related products, services and equipment which now comprise, or in the future may comprise, a part of Franchisor's System which were developed by, are proprietary to or kept secret by Franchisor (except that Franchisee may either purchase and use Franchisor's proprietary odor counteractant or other odor counteractants Franchisor has approved). Franchisor shall charge Franchisee its standard cost for such proprietary items, which shall be the actual cost to Franchisor plus a charge to support

4. If Franchisor approves, denies or revokes approval of any supplier, it will give Franchisee written notice thereof. Franchisee understands and agrees that, in order for Franchisor to adequately test certain products' performance over time, it may be necessary for the testing period to take some time before Franchisor can render its approval or disapproval.

C. Requirements Regarding and Restrictions Relating to Services Sold and Products and Services Utilized by Franchisee

Franchisee shall offer and sell all services which are a part of the AEROWEST/ODO-SAN/WESTAIR System, and all other services which may in the future be incorporated into the AEROWEST/ODO-SAN/WESTAIR System. Franchisee shall utilize all mandatory products, chemicals, equipment and services which are a part of the AEROWEST/ODO-SAN/WESTAIR System, and all other mandatory products, chemicals, equipment and services which may in the future be incorporated into the AEROWEST/ODO-SAN/WESTAIR System. Franchisee is expressly prohibited from offering or selling any service or product which is not a part of the AEROWEST/ODO-SAN/WESTAIR System. Franchisee may not use the "WESTAIR," "ODOR-SAN" or "AEROWEST" names, the Trademarks or his association therewith for the benefit of any business other than that business franchised hereby.

Franchisor may require Franchisee to discontinue the offering and sale of any program or service or the use of any product, equipment, chemicals, supplies, materials or service, which, in Franchisor's opinion, does not conform to the technical, quality, ethical, visual, olfactory or other standards or specifications established by Franchisor.

As Section 2.03 provides, Franchisee is restricted to the retail sale (as defined in Section 2.03) of all AEROWEST/ODO-SAN/WESTAIR System restroom odor control and sanitation services. Franchisee is expressly prohibited from engaging in the sale and/or distribution, whether retail or wholesale (as defined in Section 2.03) of any AEROWEST/ODO-SAN/WESTAIR product, equipment or other non-service component which comprises (or may in the future comprise) a part of the AEROWEST/ODO-SAN/WESTAIR System, or any product related thereto. Finally, Franchisee is expressly prohibited from engaging in the wholesale sale and/or distribution of any AEROWEST/ODO-SAN/WESTAIR service, service component of the System, or any service related thereto.

6.07 Franchisee Cooperation With Administration Support Activities

A. As Section 5.07 sets forth in full, Franchisor shall provide Franchisee with Administration support services. To enable Franchisor to perform these services, each week Franchisee is required to send to Franchisor all written information required by Franchisor on the forms prescribed by Franchisor; exact copies of all new orders and contracts secured by Franchisee; service receipts and, any other information and records Franchisor reasonably requires. Franchisee shall mail such information and records for the last service week (ending the previous Saturday) by Monday of the following week. Franchisee shall collect and remit all C.O.D. charges for services rendered by Franchisee to Franchisor on a weekly basis by personal check or money order. In addition, whenever Franchisor so requests, Franchisee shall submit to Franchisor a copy of Franchisee's federal income tax returns.

B. If Franchisor advances Franchisee money based on accounts Franchisee submits to Franchisor for billing before Franchisor collects the accounts, Franchisee shall reimburse Franchisor for the Gross Billing Amount attributable to the account(s) which Franchisor subsequently determines in good faith to be uncollectible. Franchisor shall have the right to deduct these payments from any monies due Franchisee.

C. Franchisee shall use its best efforts to collect on any account that has been declared uncollectible by Franchisor. Whether or not Franchisee is eventually able to collect said account in whole or in part, Franchisor shall have the right to deduct the Administration, Trade Shows, Regional Support and Royalty Fee with respect to the full amount of said account and the amount of said account from monies otherwise due Franchisee hereunder, without being obliged to wait for the eventual success or failure of Franchisee's collection attempts.

C. In order to protect persons or property, or its reputation or goodwill, or the reputation or goodwill of others, Franchisor may, at any time and without notice as it in its judgment deems appropriate, offer, order, consent or agree to settlements or take such other remedial or corrective actions as it deems expedient with respect to any action, suit, proceeding, claim, demand, inquiry or investigation covered by this Section 6.13.

D. Under no circumstances shall Franchisor's Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against Franchisee. Franchisee agrees that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by Franchisor's Indemnitees from Franchisee.

6.14 Insurance

A. Franchisee shall purchase at his sole expense, and maintain in effect at all times during the term of this Agreement, the following categories of insurance coverage through licensed and admitted insurance companies acceptable to Franchisor:

1. Broad form comprehensive general liability coverage, broad form contractual liability and product liability coverage in an amount and form and with a carrier or carriers satisfactory to Franchisor; but not less than One Million (\$1,000,000) Dollars aggregate; such insurance shall not have a deductible or self-insured retention in excess of Five Thousand (\$5,000) Dollars;

2. If applicable, Worker's Compensation and Employer's Liability Insurance (in statutory amounts), Unemployment Insurance and State Disability Insurance (as required by governing law), for Franchisee's employees, if any.

3. If applicable, automobile liability insurance, including owned, hired and non-owned vehicle coverage[, with a combined single limit of no less than Three Hundred Thousand (\$300,000) Dollars;

B. The insurance coverage acquired and maintained by Franchisee at his own expense, as set forth in subsection (A.) of this Section 6.14, shall:

1. Name Franchisor and the other Indemnitees identified in Section 6.13 of this Agreement as Additional Insureds and provide that the coverage afforded applies separately to each insured against whom claim is brought as though a separate policy had been issued to each insured (except for the insurance coverages provided in Section 6.14 [A.] [2.] above);

2. Contain no provision which in any way limits or reduces coverage for the Franchisee in the event of a claim by any one (1) or more of the Indemnitees;

3. Extend to and provide indemnity for all obligations assumed by Franchisee hereunder and all other items for which Franchisee is required to indemnify Franchisor under the provisions of this Agreement;

4. Be primary to and without right of contribution from any other insurance purchased by Indemnitees; and,

5. Provide, by endorsement, that Franchisor is entitled to receive at least thirty (30) days prior written notice of any intent to reduce policy limits, restrict coverage, cancel or otherwise alter or amend said policy.

Franchisee shall not reduce the policy limits, restrict coverage, cancel or otherwise alter or amend said insurance policies without Franchisor's written consent.

In the event of a claim by any one (1) or more of the Indemnitees against Franchisee, Franchisee shall, on request of Franchisor, assign to Franchisor all rights which Franchisee then has or thereafter may have with respect to such claim against the insurer(s) providing coverages described in this Section 6.14.

such advertising to the standards, specifications and requirements specified in writing by Franchisor, in its Manual or otherwise.

B. Except for any advertising, identification and/or promotional materials which may be suggested or furnished to Franchisee by Franchisor, Franchisee shall -- prior to use or dissemination -- submit to Franchisor for its approval (which may be withheld for any or no reason) true and correct copies of all proposed local advertising and direct mail materials (whether print or broadcast) and all proposed identification and promotional materials or programs. Franchisor's failure to respond within ten (10) business days following the documented receipt of Franchisee's proposed advertising material shall be deemed to constitute Franchisor's approval.

6.17 Franchisee Developments

Franchisee hereby agrees and affirms that any and all restroom odor control and sanitation services, products, technologies, equipment and/or programs, and any services or products related thereto, whether or not they are patented or patentable, and any sales, marketing or promotional programs or campaigns concerning same, which are developed by or on behalf of Franchisee in conjunction with, for use in, arising from or related to the franchised Business (collectively referred to hereinafter as "Franchisee Developments") are hereby irrevocably and permanently licensed to Franchisor for incorporation in the AEROWEST/ODO-SAN/WESTAIR System and subsequent use by Franchisor, its Affiliates and, if Franchisor determines, for use by other AEROWEST/ODO-SAN/WESTAIR franchisees. Franchisor agrees to make prompt disclosure to Franchisee of all such Franchisee Developments. Franchisor, its Affiliates and its franchisees shall not, as a consequence of such irrevocable and permanent licensure, be liable to Franchisee in any fashion whatsoever, be it compensation or otherwise.

VII. CONFIDENTIAL INFORMATION

7.01 Restriction on Use of Confidential Information

A. Franchisee hereby agrees that he shall not ever, during the Initial Term of this Agreement, any Renewal Term thereof, or at any time thereafter divulge or use for the benefit of any other person(s), partnership, proprietorship, association, corporation or entity, any confidential information, knowledge or know-how concerning the systems of operation, programs, services, products, equipment, customers or practices of Franchisee and/or of Franchisor and/or pertaining to the AEROWEST/ODO-SAN/WESTAIR System which may be communicated to Franchisee. Any and all information, knowledge, know-how, techniques and information which Franchisor, its affiliate(s), subsidiary(ies) or designee(s), or the respective officers of each, designate as confidential shall be deemed confidential for the purposes of this Agreement, except information which Franchisee can demonstrate came to his attention prior to the disclosure thereof by Franchisor or which, at or after the time of disclosure by Franchisor to Franchisee, has become a part of the public domain through publication or communication by others (but in no event through any act of Franchisee).

B. Franchisee specifically understands and affirms that the following has been deemed to constitute confidential information (without limitation): all products, services, equipment, technologies and procedures relating to restroom odor control and sanitation services; all systems of operation, services, programs, products, procedures, policies, standards, techniques, specifications and criteria which now comprise or in the future may comprise a part of the AEROWEST/ODO-SAN/WESTAIR System; Franchisor's Manual; Supplements and/or amendments to the Manual; records pertaining to customers or billings; customers; instructional materials; quality assurance programs; recommended services; recordkeeping systems and materials; business forms; order forms; general operations materials; activity schedules; advertising, promotional and public relations materials, campaigns, guidelines and philosophy; and, all other components, specifications, standards, requirements and duties imposed by Franchisor or its Affiliates.

C. Franchisee shall not at any time copy, duplicate, record or otherwise reproduce any of the foregoing confidential information or material, in whole or in part, or otherwise make same available to any third party except as authorized herein. Upon the expiration or other termination of this

against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants not to compete set forth in this Agreement. Franchisee further agrees to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of those covenants not to compete set forth in this Agreement.

IX. ASSIGNMENT; RIGHT OF FIRST REFUSAL

9.01 Assignment By Franchisor

Franchisor shall have the right to assign this Agreement, and all of its rights and privileges hereunder, to any person, firm, corporation or other entity provided that, with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor: (i) the assignee shall, in the good faith judgment of Franchisor, be financially responsible and economically capable of performing the obligations of Franchisor hereunder at the time of such assignment, and (ii) the assignee shall expressly assume and agree to perform such obligations.

9.02 Assignment By Franchisee; Right of First Refusal

A. With respect to Franchisee's obligations hereunder, this Franchise Agreement is personal, being entered into in reliance upon and in consideration of the singular personal skill and qualifications of Franchisee, and the trust and confidentiality reposed in Franchisee by Franchisor. Therefore, except as hereinafter provided, neither Franchisee's interest in this Franchise Agreement, nor any of his rights or privileges hereunder, nor the franchised Business or any interest therein, may be assigned, sold, transferred, shared, redeemed, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any manner, without the prior written consent of Franchisor.

B. Should Franchisor not elect to exercise its right of first refusal, as provided in subsection C. below, Franchisor's consent to such assignment and sale shall not be unreasonably withheld; provided, however, that it shall not be unreasonable for Franchisor to impose, among other requirements, the following conditions precedent to its consent to any such assignment:

(i) that Franchisee shall have complied with the right of first refusal provisions set forth in subsection C. below.

(ii) that the assignee (or the principal officers, shareholders or directors of the assignee, in the case of a corporate assignee) demonstrates the skills, qualifications, ethics and economic resources necessary, in Franchisor's judgment, reasonably exercised, to conduct the franchised Business and to fulfill his obligations to the assignor;

(iii) that as of the date of any such assignment, the assignor shall have fully complied with all of his obligations to Franchisor and its Affiliates, both monetary and otherwise;

(iv) that the assignor pay to Franchisor a transfer fee in the amount of three percent (3%) of the gross service billings of the franchised Business for the twelve (12) months preceding the date of transfer; and,

(v) that Franchisee shall remain liable for all the obligations to Franchisor arising out of or related to this Agreement prior to the effective date of the transfer or assignment, and shall execute all instruments reasonably requested by Franchisor to evidence such liability.

C. The right of Franchisee to assign, transfer, redeem or sell his interest in this Franchise Agreement or the franchised Business, voluntarily or by operation of law shall be subject to Franchisor's right of first refusal with respect thereto, provided that: (i) Franchisor may substitute cash for any other form of payment proposed in such offer; (ii) Franchisor's credit will be deemed equal to the credit of any proposed purchaser; and, (iii) Franchisor shall be given not less than sixty (60) days after notifying Franchisee of its election to exercise its right of first refusal to prepare for closing.

Franchisor shall exercise said right of first refusal in the following manner:

Franchisor hereunder shall be paid by Franchisee's Estate to Franchisor within ten (10) days of Franchisor's rendering a notice of such deficiency to the Estate. Franchisor shall not be obligated to so operate the franchise and, if it does, Franchisor shall not be responsible for any operational losses of the franchise, nor shall it be obligated to continue operation of the Business.

9.04 No Encumbrance

Franchisee shall not have the right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement, the franchise conveyed hereunder or the franchised Business in any manner whatsoever without the prior written permission of Franchisor, which permission may be withheld for any reason whatsoever in Franchisor's sole subjective judgment.

X. TRADEMARKS, PATENTS AND COPYRIGHTS

10.01 Non-Ownership of Trademarks, Patents and Copyrights by Franchisee

A. Nothing herein shall give Franchisee any right, title or interest in or to any of the Trademarks, patents or copyrights of Franchisor (or its Affiliates) except as a mere privilege and license during the term hereof to display and use the same according to the limitations set forth herein. All uses by Franchisee of Franchisor's Trademarks, patents and copyrights inure to the benefit of Franchisor. Franchisee understands and agrees that the limited license to utilize the Trademarks, patents and copyrights granted hereby applies only to such Trademarks, patents and copyrights as are designated by Franchisor, and which have not been designated by Franchisor as being withdrawn from use, together with those which may hereafter be designated by Franchisor in writing. Franchisee expressly understands and agrees that he is bound not to represent in any manner that he has acquired any ownership or equitable rights in any of Franchisor's Trademarks, patents or copyrights by virtue of the limited license granted hereunder, or by virtue of Franchisee's use of any of the Trademarks, patents or copyrights. Franchisee agrees not to apply for or obtain any registration of any of the licensed Trademarks, patents or copyrights in his own name. Franchisee understands and agrees that, following the expiration or termination of this Agreement for whatever reason, no monetary amount shall be deemed attributable to any goodwill associated with Franchisee's use of the Trademarks, patents or copyrights, or in connection with Franchisee's operation of the AEROWEST/ODO-SAN/WESTAIR Business franchised hereby.

B. Franchisee agrees that the Trademarks, patents and copyrights are the exclusive property of Franchisor. Franchisee now asserts and will hereafter assert no claim to any goodwill, reputation or ownership thereof by virtue of Franchisee's licensed use thereof, or otherwise. Franchisee agrees that he will not do or permit any act or thing to be done in derogation of any of the rights of Franchisor in connection with same, either during the term of this Agreement or thereafter, and that he will use the Trademarks, patents and copyrights only for the uses and in the manner licensed hereunder and as herein provided.

C. Franchisee agrees that he will not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Trademarks, patents or copyrights licensed hereunder, or the rights of Franchisor thereto, or the rights of Franchisor or other franchisees of Franchisor to use the same, both during the term of this Agreement and thereafter.

10.02 Use of Trademarks

A. Franchisee shall use and display all Trademarks in full compliance with rules prescribed from time to time by Franchisor in its Manual or otherwise. Franchisee is prohibited (except as expressly provided or mandated herein) from using any Trademark with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed by Franchisor to Franchisee). In addition, Franchisee may not use any Trademark in connection with the sale of any unauthorized program, product or service or in any other manner not explicitly authorized in writing by Franchisor. Further, Franchisee shall use the Trademarks only for the operation of the franchised AEROWEST/ODO-SAN/WESTAIR Business or in advertising for the franchised Business. Franchisee shall not use any other trademarks, logotypes, symbols or service marks in connection with the

and will not be deemed liable, for any agreements, representations, or warranties made by Franchisee which are not expressly authorized under this Agreement, nor will Franchisor be obligated for any damages to any person or property which directly or indirectly arise from or relate to the operation of the AEROWEST/ODO-SAN/WESTAIR Business franchised hereby.

C. It is expressly understood and agreed that neither Franchisee nor any employee of Franchisee whose compensation for services is paid by Franchisee may, in any way, directly or indirectly, expressly or by implication, be construed to be an employee of Franchisor for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency.

D. FRANCHISEE SHALL CONSPICUOUSLY IDENTIFY HIMSELF AND IN ALL DEALINGS WITH HIS CUSTOMERS, CONTRACTORS, SUPPLIERS, PUBLIC OFFICIALS AND OTHERS, AS AN INDEPENDENT FRANCHISEE OF FRANCHISOR, AND SHALL PLACE SUCH NOTICE OF INDEPENDENT OWNERSHIP ON ALL FORMS, BUSINESS CARDS, STATIONERY, ADVERTISING, SIGNS AND OTHER MATERIALS AND IN SUCH FASHION AS FRANCHISOR MAY, IN ITS SOLE AND EXCLUSIVE DISCRETION, SPECIFY AND REQUIRE FROM TIME TO TIME, IN ITS MANUAL OR OTHERWISE.

XII. DEFAULT AND TERMINATION

12.01 Termination By Franchisee

Franchisee shall have the right to terminate the Franchise Agreement at any time, with or without cause, upon giving Franchisor thirty (30) days' written notice of termination, said notice to be delivered to Franchisor in accordance with the terms of Article XVII of this Agreement.

12.02 Termination By Franchisor -- Automatic Termination Without Notice

Franchisee shall be in default of this Agreement, and all rights granted herein shall immediately and automatically terminate and revert to Franchisor without notice to Franchisee, if: Franchisee, the franchised Business or the Business to which the franchise relates is adjudicated as bankrupt or insolvent; all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against Franchisee or the franchised Business and is not immediately contested and/or dismissed within sixty (60) days from the filing thereof; a bill in equity or other proceeding for the appointment of a receiver or other custodian of Franchisee, the franchised Business or assets of either is filed and consented to by Franchisee; a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee or the franchised Business; Franchisee is dissolved; execution is levied against Franchisee, the franchised Business or property thereof; or, the real or personal property of the franchised Business shall be sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

12.03 Termination By Franchisor Upon Notice -- No Opportunity To Cure

Franchisee shall have materially breached this Agreement and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the breach, effective immediately upon receipt of notice by Franchisee in accordance with the terms of Article XVII of this Agreement upon the occurrence of any of the following events:

1. Franchisee fails to pay any amounts due to Franchisor or its Affiliates, where Franchisor has not deducted such payment from monies otherwise owed to Franchisee.

2. Franchisee fails to submit any required material items of information, supporting records, or exact copies of customer orders secured by Franchisee.

any default within that time (or, if appropriate, Franchisee has not initiated substantial and continuing action to cure the default within that time) or such longer period as applicable law may require, this Agreement shall terminate immediately without further notice upon expiration of the fifteen (15) day period or such longer period as applicable law may require.

12.05 Franchisor's Further Right to Terminate

Franchisor shall, in its sole discretion, have the further right to terminate this Agreement under either of the following circumstances:

1. In the event Franchisor determines to withdraw totally from the restroom odor control and sanitation business, Franchisor shall give Franchisee ninety (90) days prior written notice of termination. Upon the effective date of such termination, this Agreement will thereafter be null, void and of no effect (except for those post-termination and post-expiration provisions which by their nature shall survive), except that Franchisee may continue to use the products bearing Franchisor's Trademarks and/or purchased from Franchisor that Franchisee has in stock on the date Franchisee received notice of termination, and Franchisee shall have the right to continue to service his customers.

2. In the event Franchisor determines to discontinue its franchising program in Franchisee's Area, it shall give Franchisee ninety (90) days prior written notice of termination. Upon the effective date of such termination, this Agreement will thereafter be null, void and of no effect (except for those post-termination and post-expiration provisions which by their nature shall survive).

12.06 Cross Default

Any default or breach by Franchisee of any other agreement between Franchisor or its Affiliates and Franchisee shall be deemed a default under this Agreement, and any default or breach of this Agreement by Franchisee shall be deemed a default or breach under any and all other agreements between Franchisor and Franchisee. If the nature of such default under any other agreement would have permitted Franchisor to terminate this Agreement had said default occurred hereunder, Franchisor shall have the right to terminate all the other agreements between Franchisor and Franchisee in the same manner provided for herein for termination of this Agreement.

XIII. FURTHER OBLIGATIONS AND RIGHTS OF THE PARTIES UPON TERMINATION OR EXPIRATION

13.01 Further Obligations And Rights Of The Parties Upon Termination Or Expiration

In the event of termination or expiration of this Agreement, whether by reason of default, lapse of time or other cause, Franchisee will cease to be an authorized AEROWEST/ODO-SAN/WESTAIR franchisee and will lose all rights to the use of Franchisor's Trademarks, the AEROWEST/ODO-SAN/WESTAIR System, all confidential information and know-how owned by Franchisor and any goodwill engendered by the use of Franchisor's Trademarks. Upon termination or expiration of this Agreement for whatever reason, Franchisee shall:

1. Immediately pay all Administration, Trade Shows, Regional Support and Royalty Fees and all other sums then due and owing to Franchisor (or its Affiliates), as well as all sums due and owing to any lessor, employees, taxing authorities, advertising agencies and all other third parties.

2. Discontinue the use of the Trademarks, and not thereafter operate or do business under any name or in any manner which might tend to give the general public the impression that he is operating an AEROWEST/ODO-SAN/WESTAIR Business, or any business similar thereto. Franchisee shall not thereafter use, in any manner, or for any purpose, directly or indirectly, any printed goods, materials or equipment bearing Franchisor's Trademarks or tradenames, and any of Franchisor's confidential information, trade secrets, procedures, forms, techniques, know-how or materials acquired by Franchisee by virtue of the relationship established by this Agreement.

3. In the event of termination for any default by Franchisee, to pay to Franchisor all expenses incurred by Franchisor as a result of the default, including all damages, costs, and expenses,

XIV. WAIVER AND DELAY

14.01 Waiver and Delay

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement shall be construed as a waiver by such party of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement; and, without limitation upon any of the foregoing, the acceptance of any payment specified to be paid by Franchisee hereunder shall not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

XV. INJUNCTION

15.01 Injunction

Franchisee hereby explicitly affirms and recognizes the unique value and secondary meaning attached to the AEROWEST/ODO-SAN/WESTAIR System, patents and Trademarks. Accordingly, Franchisee agrees that any non-compliance with the terms of this Agreement, or any unauthorized or improper use of the AEROWEST/ODO-SAN/WESTAIR System, patents or Trademarks, will cause irreparable damage to Franchisor and other AEROWEST/ODO-SAN/WESTAIR franchisees. Franchisee therefore agrees that if he should engage in any such non-compliance, or unauthorized and/or improper use of the AEROWEST/ODO-SAN/WESTAIR System, patents or Trademarks, during or after the period of this Agreement, Franchisor shall be entitled to both temporary and permanent injunctive relief against Franchisee from any court of competent jurisdiction, in addition to all other remedies which Franchisor may have at law, and Franchisee hereby consents to the entry of such temporary and permanent injunctions.

XVI. INTEGRATION OF AGREEMENT

16.01 Integration of Agreement

THIS AGREEMENT, AND ALL ANCILLARY AGREEMENTS EXECUTED CONTEMPORANEOUSLY HERewith, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH REFERENCE TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PRIOR NEGOTIATIONS, UNDERSTANDINGS, REPRESENTATIONS AND AGREEMENTS, IF ANY. FRANCHISEE ACKNOWLEDGES THAT HE IS ENTERING INTO THIS AGREEMENT, AND ALL ANCILLARY AGREEMENTS EXECUTED CONTEMPORANEOUSLY HERewith, AS A RESULT OF HIS OWN INDEPENDENT INVESTIGATION OF THE BUSINESS FRANCHISED HEREBY AND NOT AS A RESULT OF ANY REPRESENTATIONS ABOUT FRANCHISOR MADE BY ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS OR OTHER AEROWEST/ODO-SAN/WESTAIR FRANCHISEES, WHICH ARE CONTRARY TO THE TERMS HEREIN SET FORTH OR WHICH ARE CONTRARY TO THE TERMS OF ANY OFFERING CIRCULAR, PROSPECTUS, DISCLOSURE DOCUMENT OR OTHER SIMILAR DOCUMENT REQUIRED OR PERMITTED TO BE GIVEN TO FRANCHISEE PURSUANT TO APPLICABLE LAW.

16.02 No Oral Amendments

THIS AGREEMENT MAY NOT BE AMENDED ORALLY, BUT MAY BE AMENDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY THE PARTIES HERETO. FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT NO ORAL PROMISES OR DECLARATIONS WERE MADE TO HIM AND THAT THE OBLIGATIONS OF FRANCHISOR ARE CONFINED EXCLUSIVELY TO THE TERMS HEREIN. FRANCHISEE UNDERSTANDS AND ASSUMES THE BUSINESS RISKS INHERENT IN THIS ENTERPRISE.

contract, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law. In the event that any article, section, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect. If any court of competent jurisdiction deems any provision hereof (other than for the payment of money) unreasonable, said court may declare a reasonable modification hereof and this Agreement shall be valid and enforceable, and the parties hereto agree to be bound by and perform the same as thus modified.

XIX. COSTS OF ENFORCEMENT; GOVERNING LAW; VENUE

19.01 Costs of Enforcement

Franchisor shall be entitled to recover from Franchisee reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation, in the event that Franchisor prevails in any action instituted against Franchisee in order to secure or protect those rights inuring to Franchisor under this Agreement, or to enforce the terms hereof.

19.02 Governing Law and Venue

This Agreement is to be construed exclusively in accordance with the law of the State of New York; provided, however, that nothing in this Section 19.02 is intended to invoke the application of any franchise or similar law, rule or regulation of the State of New York or any other state which would not otherwise apply. Any litigation arising out of or related to this Agreement, or any breach thereof, shall be instituted exclusively in a court of competent jurisdiction in New York City, New York.

XX. SURVIVAL

20.01 Survival

Any provision of this Agreement which imposes an obligation following the termination or expiration hereof shall survive such termination or expiration and shall continue to be binding upon the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

XXI. ACKNOWLEDGMENTS

21.01 Acknowledgments

Franchisee acknowledges, warrants and represents to Franchisor that:

1. No representation has been made by Franchisor (or any employee, agent or salesperson thereof) and relied upon by Franchisee as to the future or past income, expenses, sales volume or potential profitability, earnings or income of the Business franchised hereby, any other AEROWEST/ODO-SAN/WESTAIR Business, Franchisor or the AEROWEST/ODO-SAN/WESTAIR System, other than the information provided in Item 19 of Franchisor's Uniform Franchise Offering Circular.

2. Prior to the execution of this Agreement, Franchisee has had the opportunity to contact all existing franchisees of Franchisor, and to independently investigate, analyze and construe both the business opportunity being offered hereunder, and the terms and provisions of this Agreement, utilizing the services of legal counsel, accountants or other advisers (if Franchisee so elects) of his own choosing.

4. Franchisee has received from Franchisor a copy of Franchisor's Uniform Franchise Offering Circular, together with a copy of all proposed agreements relating to the sale of the franchise, at least ten (10) business days prior to the execution of this Agreement or at least ten (10) business

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Offering Circular or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. The second sentence of Section 8.03 of the Franchise Agreement is amended to read as follows:

"Accordingly, "Franchisee hereby consents to the seeking of an injunction prohibiting any conduct by Franchisee in violation of the terms of those covenants not to compete set forth in this Franchise Agreement."

2. The second sentence of Section 15.01 of the Franchise Agreement is amended to read as follows:

"Franchisee therefore agrees that if he should engage in any such non compliance, or unauthorized and/or improper use of the AEROWEST/ODO-SAN/WESTAIR System, patents or Trademarks, during or after the period of this Agreement, Franchisor shall be entitled to seek both temporary and permanent injunctive relief against Franchisee from any court of competent jurisdiction, in addition to all other remedies which Franchisor may have at law, and Franchisee hereby consents to the seeking of such temporary and permanent injunctions."

3. The following sentence is added after the second sentence of Section 5.04 of the Franchise Agreement:

"Any new of different requirement set forth in the Manual will not place an excessive economic burden on Franchisee's operations."

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If an individual:

(Signature)

(Print Name)

EXHIBIT A

CUSTOMER ACCOUNTS WHICH WEST WILL ASSIGN TO YOU (IF ANY)

EXHIBIT B
INSURANCE ADDENDUM

EXHIBIT B

INSURANCE ADDENDUM

THIS AGREEMENT is made and entered into this ____ day of _____, _____, between WEST SANITATION SERVICES, INC., a Delaware corporation with its headquarters at 3882 Del Amo Boulevard, Torrance, California 90503 (hereinafter referred to as "Franchisor," and _____, located at _____ (hereinafter referred to as "Franchisee").

WHEREAS, Franchisee and Franchisor have entered into a Franchise Agreement (the "Franchise Agreement") authorizing Franchisee to operate one AEROWEST/ODO-SAN/WESTAIR Business (as such term is defined in the Franchise Agreement);

WHEREAS, Franchisee is required under the terms of Section 6.14 (A) (1) of the Franchise Agreement to purchase certain broad form comprehensive general liability coverage, broad form contractual liability and product liability coverage (the "insurance coverage");

WHEREAS, Franchisor has made such insurance coverage available to all AEROWEST/ODO-SAN/WESTAIR franchisees through an insurance company selected and designated by Franchisor (the "insurance program"); and,

WHEREAS, Franchisee wishes to make its intentions known to Franchisor concerning whether Franchisee wishes to purchase the required insurance through the insurance program or otherwise;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. Franchisee makes the following election with respect to the insurance required under Section 6.14 of the Franchise Agreement:

[CHECK AND INITIAL APPROPRIATE BOX]

Franchisee wishes to purchase the required insurance through Franchisor's insurance program. Franchisee hereby authorizes Franchisor, and Franchisor hereby agrees: to advance the insurance premium for the first year on Franchisee's behalf; to deduct the sum of \$_____ per week, representing 1/52nd of the total annual premium each week, for 52 weeks, from Franchisee's weekly advances of charges collected by Franchisor from Franchisee's customers with respect to work performed by Franchisee (as provided in Section 5.07 A. of the Franchise Agreement); and, thereafter to deduct the cost of Franchisee's premiums on a continuing basis from charges collected from Franchisee's customers. Franchisee understands and agrees that the premium shown above represents only Franchisee's first year's premium and that later premiums may be higher than that amount. Franchisee understands and agrees that insurance coverage provided hereunder is that required under Section 6.14 (A) (1) of the Franchise Agreement, and that Franchisee is not relieved hereby of the duty to secure and maintain the other types and amounts of insurance coverage required under Section 6.14 of the Franchise Agreement, where and as applicable.

Franchisee does not wish to purchase the required insurance coverage through Franchisor's insurance program. Franchisee agrees to provide Franchisor with Certificates of Insurance evidencing coverage meeting all the requirements of Section 6.14 of the Franchise Agreement no later than ten (10) days prior to the date that the franchised AEROWEST/ODO-SAN/WESTAIR Business will commence operations as required by Section 6.01 of the Franchise Agreement and to deliver a complete copy of Franchisee's policies of insurance within thirty (30) days following the delivery of the certificates of insurance.