

EXHIBIT C



"Simply the Best for Less"®

Corporate Headquarters

118 Shaver Street • North Wilkesboro, NC 28659
(336) 667-2100 • Fax: (336) 667-9100

October 28, 2011

Dave Hampton
Window World of Chicagoland
600 Industrial Drive, Unit 403
Naperville, IL 60563

Dear Dave,

As you all know, Window World, Inc. defines our business relationship with you as a Licensor/Licensee relationship. We have determined however that the Federal Trade Commission, and some states that have franchise laws, would classify our relationship as a Franchisor/Franchisee relationship rather than that of a Licensor/Licensee. Once we made this determination and learned that we were in violation of certain Federal and State Franchise Laws, we began working toward compliance, which ultimately means redefining our business relationship with you as that of a Franchisor and Franchisee.

The primary purpose of Federal and State Franchise Laws is to ensure that certain information specifically relating to the Window World business is made available to a prospective franchisee prior to that individual signing a Franchise Agreement, and/or paying a franchise fee. Being a franchisor requires us to provide all prospective franchisees with the Franchise Disclosure Document. It also requires us to provide you with a Franchise Disclosure Document prior to you signing a Franchise Agreement with us in the future. Therefore, we have enclosed a copy of our Franchise Disclosure Document that we are providing to all existing store owners across the country. We have submitted this version of the Franchise Disclosure Document to the regulators in your state for registration, but your state has not yet approved the document. Once it is approved, we will send you the version of the Franchise Disclosure Document approved for your state if any changes are made.

As part of this conversion process, and because Window World failed to comply with Federal and State Laws by presenting to you a Franchise Disclosure Document prior to your purchase of a license to own and operate your Window World business, we must now offer you two options: 1) you may convert from a licensee to a franchisee; or 2) you may rescind your Window World Licensing Agreement and end your business relationship with Window World. We hope that each of you will choose the option to convert and remain a part of the Window World family. We recognize your hard work and the commitment you have made to become a successful Window World owner, and we do not wish to end our relationship with you.

Dave Hampton
Window World of Chicagoland
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If you decide to convert from a licensee to a franchisee, we will reclassify our business relationship as Franchisor/Franchisee rather than Licensor/Licensee. You will continue to operate under your current Licensing Agreement until its expiration; therefore you will retain all of the rights, benefits and obligations that exist under your present Agreement. When the Licensing Agreement under which you currently operate expires, you will be asked to sign a Franchise Agreement. Enclosed is a copy of Window World's current Franchise Agreement. As you will see, this Franchise Agreement is very similar to and contains many of the very same terms as your current Licensing Agreement. This is the Agreement that all new franchisees will sign with Window World. We have submitted this version of the Franchise Agreement to the regulators in your state for registration, but your state has not yet approved the document. Once it is approved, we will send you the version of the Franchise Agreement approved for your state if any changes are made.

Should you decide to rescind your Licensing Agreement and terminate your business relationship with Window World, you will no longer be bound by the terms, conditions and obligations of your present Licensing Agreement. If you elect this option, you must immediately discontinue use of any and all Window World trademarks. You will be required to change the name of your business entity to distinguish it from Window World and sever all affiliation with Window World. You will be required to return our proprietary materials, including but not limited to our standard operating procedures manual, advertising materials, promotional materials, forms, contracts, brochures, window displays and/or any other materials which bear the Window World trademark(s). In return, Window World, Inc. will refund to you the license fee that you paid when you signed your Licensing Agreement, less the profits that you derived through the operation of your Window World business.

You have thirty-five (35) days to decide which option you wish to choose. Enclosed is an acknowledgement that you must complete and return to us within thirty-five (35) days from the date of this letter. Each individual or entity listed as a licensee on your Licensing Agreement must sign the acknowledgement. It is imperative that we hear from you within the next thirty-five (35) days. Please sign and mail your response directly to Beth Vannoy at 118 Shaver Street, N. Wilkesboro, NC 28659.

Thank you for being a part of the Window World family, and we hope that you will choose to continue to be a part of the Window World family by converting from a licensee to a franchisee. If you have any questions or would like to discuss this further, please feel free to contact us.

Very truly yours,

WINDOW WORLD, INC.


Tammy E. Whitworth, CEO


Dana Deem, President

Dave Hampton
Window World of Chicagoland
October 28, 2011

OPTION 1:

I will convert from a Window World licensee to a Window World franchisee. I understand and acknowledge that I will continue to operate under the terms of my current Licensing Agreement until my Agreement expires, or modifications may require that a new Agreement issue. I do not wish to obtain the refund described above, and will continue my business relationship with Window World as a Window World franchisee.

Date: _____

Franchisee Signature: _____
Dave Hampton

OPTION 2:

I choose to rescind my Licensing Agreement with Window World, Inc., and desire to obtain a refund as described above. Upon signing this Agreement, I will immediately discontinue use of the Window World trademarks. Please contact me to set up a time that I may turn over all of Window World's confidential and proprietary information and materials.

Date: _____

Franchisee Signature: _____
Dave Hampton