FRANCHISE DISCLOSURE DOCUMENT

MIDAS INTERNATIONAL, LLC
A Delaware Limited Liability Company
4300 TBC Way, Palm Beach Gardens, Florida 33410
(561) 383-3000
midasfranchise@midas.com www.midasfranchise.com www.midas.com

The franchise is to operate an automotive maintenance and service center called a **Midas Shop**, which sells and installs, in a retail environment, motor vehicle exhaust systems, brake components, suspension parts, heating and cooling system parts, tires and batteries and other motor vehicle parts, performs services in connection with these sales, and performs general and scheduled vehicle maintenance services. We also offer Midas/SpeeDee **Co-Branding Shop** franchises under this Disclosure Document on a limited basis only to existing Co-Branding Shop franchisees and their transferees.

The total investment necessary to begin operation of a new 8-bay Midas Shop franchise ranges between $209,150 and $884,890. This includes between $107,650 and $637,000 that may be paid to the franchisor or its affiliates. The total investment necessary to convert an operating or previously operated automotive repair facility to a Midas Shop ranges between $103,650 and $885,640. This includes between $30,150 and $637,000 that may be paid to the franchisor or its affiliates. The total investment necessary to convert or begin operation of a Co-Branding Shop franchise ranges between $120,200 and $1,042,640. This includes between $30,150 and $746,000 that may be paid to the franchisor or its affiliates. If you sign an Area Development Agreement for multi-unit development, then you must pay the franchisor or its affiliate a development fee equal to the total initial franchise fees for the number of additional Midas Shops you agree to develop in advance, which initial franchise fees will range from $10,000 to $35,000 per Shop.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this Disclosure Document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Development Department at 4300 TBC Way, Palm Beach Gardens, Florida 33410, (561) 383-3000.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contracts carefully. Show your contracts and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date of this Franchise Disclosure Document: June 29, 2023.

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits A-1, A-2, A-3, and A-4.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Midas business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Midas franchisee?	Item 20 or Exhibits A-1, A-2, A-3, and A-4 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit I.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement and area development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY MICHIGAN FRANCHISE INVESTMENT LAW ONLY

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state. The foregoing language has been included in this Disclosure Document as a condition for registration. We and you do not agree that the parties are restricted from choosing to conduct arbitration outside of Michigan and believe that each of the provisions of the Franchise Agreement, including each of the arbitration provisions, is fully enforceable. We and you intend to rely on the federal pre-emption under the Federal Arbitration Act.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Franchise Section – Consumer Protection Division
G. Mennen Williams Building, 1st Floor
525 West Ottawa
Lansing, Michigan 48933
P.O. Box 30213
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

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APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT, AND MIGHT REQUIRE A RIDER TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES AND RIDERS, IF ANY, WILL APPEAR IN EXHIBIT K TO THIS DISCLOSURE DOCUMENT.

ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is MIDAS INTERNATIONAL, LLC ("Midas"). To simplify the language in this Franchise Disclosure Document (this "Disclosure Document"), we will use certain terms. Midas is referred to as "we," "us," and "our." "You" means the person, corporation, partnership, limited liability company or other business entity and the individual owners of any business entity to whom we grant a franchise. If you are a corporation, partnership, limited liability company, or other business entity, your owners must sign an owner undertaking and our Personal Guaranty, which means that all of the provisions of our Franchise Agreement ("Franchise Agreement") (Exhibit D-1) will also apply to your owners (See Item 15). When this Disclosure Document makes reference to our Franchise Agreement and related agreements, the reference is to the standard forms we currently offer for the operation of a franchised Midas shop ("Midas Shop" or "Shop"). If you are purchasing a Midas franchise for an operating Shop from an existing Midas franchisee, both you and the selling franchisee will execute the Consent to Transfer (Exhibit D-7) ("Consent to Transfer") in addition to other related franchise documents. Under the Consent to Transfer, the purchaser/transferee of an existing Midas franchise will be subject to the then-current terms and conditions of the Franchise Agreement, which may be materially different than the form signed by the transferring franchisee. The terms of franchises we offer in the future may also differ. If you are an existing franchisee of a Co-Branding Shop (as defined below) and desire to open a new Co-Branding Shop or transfer your existing Co-Branding Shop, in addition to all other documents, you (or the transferee) will be signing, you (or the transferee) will also execute the Co-Branding Amendment ("Co-Branding Amendment") (Exhibit D-4). We may grant you multi-unit rights under the terms of an Area Development Agreement (Exhibit D-17) for a designated territory with sufficient population and demographics to support multiple Midas Shops.

We conduct business under the name "Midas" and the other trademarks listed in Item 13 (the "Marks"). Except as described in this Disclosure Document, we do not, and do not intend to, do business under any other name; however, we reserve the right to do so in the future. For reference purposes in this Disclosure Document, we call the shops in the Midas franchise system (the "Franchised System") "Midas Shops" and we call the Midas Shop that you will operate the "Franchised Unit".

If we have an agent in your state for service of process, we disclose that agent in Exhibit I.

The Franchisor

Midas was originally formed as a corporation named Midas International Corporation under the laws of Delaware on September 11, 1959, but was converted to a limited liability company under the laws of Delaware on June 26, 2019. From January 1972 through January 29, 1998, we were a wholly-owned subsidiary of Whitman Corporation (originally IC Industries, Inc.). Effective January 30, 1998, we were spun-off from Whitman as part of a dividend distribution to Whitman shareholders. See "Our Parents" below for more information about our current parents and ownership.

Our principal business is the franchising of Midas Shops located in the United States. We, through a predecessor entity, have been engaged in the automotive exhaust business since 1954 and, since 1956, we (through a predecessor entity) have granted franchises for and, in the past, have operated Midas Shops. A Midas Shop sells and installs automotive parts, including: brake shoes, pads, drums, rotors, calipers, wheel cylinders and other brake system parts, tires, mufflers, catalytic converters, exhaust pipes, tail pipes, exhaust system hardware, shock absorbers and struts, suspension and steering, batteries, filters, belts, wiper blades and hoses, and renders the following services: brake system repair and replacement, tire mounting, balancing, installation and repair and other tire related services, scheduled and general maintenance services, exhaust system services, suspension services, wheel alignment services, installation of batteries, starting and charging services, heating and cooling system services, and CV joints and drive shaft services. As of March 31, 2023, there were 963 franchised Midas Shops in the United States, not

including Co-Branding Shops (as defined below). We also license the use of the Midas trademarks for the operation of Midas Shops in Algeria, Angola, Australia, Austria, Belgium, Benin, France, Italy, Ivory Coast, Luxembourg, Mexico, Morocco, New Zealand, Portugal, Senegal, Spain, Tunisia and Turkey. Our affiliate, Midas Canada Inc., franchises retail automotive repair shops internationally in Canada. As of March 31, 2023 there were 974 Midas Shops located internationally (including in Canada). Midas does not currently operate any Midas Shops of the type being franchised under the Franchise Agreement. However, COSMIC Holdings, LLC, our wholly-owned subsidiary ("COSMIC") operated Midas shops on a company-owned basis from 2001 to 2016 as described below.

Except as described in this Disclosure Document, Midas does not offer, nor has Midas ever offered, franchises in any other line of business.

We also sell equipment and tires to Midas Shops. We previously engaged in the manufacture and/or sale of mufflers, exhaust and tail pipes and other exhaust system components; shock absorbers and struts; brake pads, shoes, calipers, rotors, drums and other brake system components; suspension, steering and limited driveline parts; heating and cooling system parts; wiper blades; engine belts and hoses; filters and other parts under various trademarks, including the Marks, to Midas Shops.

The principal business address of Midas is 4300 TBC Way, Palm Beach Gardens, Florida 33410. Except as stated below, the principal business address for Midas' parents and affiliates is also 4300 TBC Way, Palm Beach Gardens, Florida 33410.

Our Parents

We are owned by TBC Retail Holdings, LLC ("TBC Retail"), a limited liability company formed under the laws of Delaware on March 10, 2023. TBC Retail is the successor in interest to our former parent TBC Retail Group, Inc. (d/b/a Tire Kingdom, formerly known as Tire Kingdom, Inc.) ("TBC Retail Group"). TBC Retail Group was the successor in interest to our former parent Midas, Inc., which was publicly traded on the New York Stock Exchange under the symbol MDS from January 30, 1998 through April 30, 2012. Midas, Inc. was merged into TBC Retail Group on June 26, 2019.

The principal business address of TBC Retail is 4300 TBC Way, Palm Beach Gardens, Florida 33410.

TBC Retail is a wholly-owned subsidiary of TBC Shared Services, Inc. ("TBC Shared Services"), a Delaware corporation. TBC Shared Services is a wholly-owned subsidiary of TBC Corporation, a Delaware corporation ("TBC"). TBC is in turn wholly owned by TBC Holdings, LLC, a Delaware limited liability company ("TBC Holdings"). TBC Holdings was formed on March 9, 2018, and acquired ownership of TBC on April 5, 2018. The principal business address of TBC Shared Services, TBC, and TBC Holdings is the same as ours.

TBC is a marketer and distributor of tires and other products for the automotive replacement market. TBC sells products or supply services to Midas franchisees. TBC Shared Services also owns Big O Tires, LLC (see below).

Our Affiliates

Midas Canada Inc., a subsidiary of ours ("Midas Canada"), has granted franchises for the operation of Midas Shops located in Canada since 1961. As of March 31, 2023, there were 140 franchised Midas Shops operating in Canada. From 1969 to 2000, Midas Canada, through an affiliated company, Midas Automotive Ltd., operated a number of Midas Shops on a company-owned basis in Canada. Starting June 15, 2007, Midas Canada directly engaged in the business of owning and operating

Midas shops in Canada, although as of March 31, 2023 Midas Canada did not own or operate any Midas shops. Midas Canada's principal business address is the same as ours.

COSMIC was engaged in the business of owning and operating company-owned Midas Shops in the United States. COSMIC does not offer, nor has it ever offered, franchises in any line of business. COSMIC does not currently own or operate any Midas Shops.

Midas Realty, LLC, formerly known as Midas Realty Corporation ("Midas Realty") and Midas Property, LLC, formerly known as Midas Properties, Inc. ("Midas Property"), both our subsidiaries, may select, purchase, lease and develop Midas Shops and lease/sublease them to franchisees. Midas Realty and Midas Property have been engaged in the business of owning, leasing and managing real estate for the purpose of operating Midas Shops since 1959 and 1974, respectively. Neither Midas Realty nor Midas Property offer, nor have they ever offered, franchises in any line of business. Midas Realty and Midas Property both have a principal business address the same as ours.

Big O Tires, LLC ("Big O") is a Nevada limited liability company and a wholly-owned subsidiary of TBC Shared Services. Big O was originally incorporated as a Nevada corporation on December 30, 1982 and subsequently converted to a limited liability company on September 28, 2007. It does business under its current organizational name Big O Tires, LLC as well as "Big O" and "Big O Tires" and no other name. Big O offers franchises for the operation of retail stores selling and servicing tires and related automotive products and services ("Big O Stores"). Big O also sells tires and automotive accessories to its franchisees. In addition, Big O and its affiliates sell or lease other items to Big O franchisees such as real estate, equipment, signs and services. Big O also conducts wholesale operations under which it sells non-Big O brand tires and other automotive accessories to Big O franchisees and to other purchasers.

Big O has offered franchises for the operation of retail stores selling and servicing tires and related automotive products since approximately 1982. Its principal predecessor, Big O Tire Dealers, Inc., offered franchises in its line of business since 1980 and offered dealer agreements in its line of business from approximately 1962. Big O Stores operate under the service marks "BIG O" or "BIG O TIRES" and other trademarks and trade names, service marks and other logos and symbols periodically designated by Big O. Big O Stores also license from Big O certain proprietary methods of doing business. The Big O Stores are serviced through regional sales and distribution centers, which are either owned or leased, and operated, by Big O. As of March 31, 2023, Big O had 460 franchised outlets and 17 company owned outlets. The principal business address of Big O is 4300 TBC Way, Palm Beach Gardens, Florida 33410.

TBC has operated, through its subsidiaries, non-Big O and non-Midas retail outlets for tires and related products, although it does not operate any such retail outlets as of the date of this Disclsoure Document.

TBC sells products or supply services to Midas franchisees. Carroll's, LLC, a Georgia limited liability company, is a subsidiary of TBC and also sells products to Midas franchisees. Carroll's, LLC sometimes does business under the name National Tire Wholesale. The principal business address of Carroll's is 4260 Design Center Drive, Palm Beach Gardens, Florida 33410. Franchisees may also, periodically purchase tires from TBC Brands, LLC, a Delaware limited liability company ("TBC Brands"), which also is a wholly-owned subsidiary of TBC. The principal business address of TBC Brands is 4300 TBC Way, Palm Beach Gardens, Florida 33410.

The Franchise Offered

As described above, the franchise offered under this Disclosure Document is a Midas Shop and is offered under the terms of the Franchise Agreement. The Franchised System consists of a distinctive business system for the operation of automotive repair and maintenance service centers under the Marks. A Midas Shop sells and installs automotive parts, including: brake shoes, pads, drums, rotors, calipers, wheel cylinders and other brake system parts, tires, mufflers, catalytic converters, exhaust pipes, tail pipes, exhaust system hardware, shock absorbers and struts, suspension and steering, batteries, filters, belts, wiper blades and hoses, and renders the following services: brake system repair and replacement, tire mounting, balancing, installation and repair and other tire related services, scheduled and general maintenance services, exhaust system services, suspension services, wheel alignment services, installation of batteries, starting and charging services, heating and cooling system services, and CV joints and drive shaft services as specified in the Midas Policy Manual (the "Manual"). However, we may periodically add or eliminate additional products and services. You may not offer at your Franchised Unit any goods or services that we have not approved. (See Item 16.)

The Co-Branding Shop Franchise

In addition to our standard Midas franchise concept, pursuant to a license from SpeeDee Worldwide, LLC ("SpeeDee"), a former affiliate of ours, we also offer under this Disclosure Document a co-branding franchise for a Midas/SpeeDee co-branding shop ("Co-Branding Shop") to existing co-branding franchisees and their transferees. SpeeDee is the franchisor of stand-alone "SpeeDee Oil Change & Auto Service" shops ("SpeeDee Shops") that provide car care services, including oil changes, tune-ups, factory scheduled maintenance, transmission services, radiator flushes, brake system repair and replacement services, air conditioner recharges, emission control system services, replacement of filters, fuel systems cleaning, replacement of wiper blades, radiator caps, tire and tire related services, and other automotive care services. Co-branding involves the operation of both the Midas and SpeeDee brands at one location. The Midas/SpeeDee co-branding franchise offered by us consists of the operation of a blended automotive car care service center under our Marks and certain designated SpeeDee trademarks (the "SpeeDee Marks"). The Co-Branding Shops offer most of the services available at either a stand-alone SpeeDee shop or stand-alone Midas Shop, as described in this Disclosure Document, but at one location.

The Midas/SpeeDee co-branding concept was offered jointly by Speedee and us from 2008 until 2017, at which time Speedee was sold by us to a third party not affiliated with us. As part of the sale of Speedee, Speedee transferred to us its franchisor rights and obligations under certain of the co-branding franchise agreements and we transferred to Speedee our franchisor rights and obligations under other franchise agreements.

Co-Branding Shop franchises will only be offered to existing co-branding franchisees and their transferees. If you acquire a Co-Branding Shop franchise, you and we will sign the Co-Branding Amendment attached as Exhibit D-4. All terms in this Disclosure Document that apply to "Midas Shops" and the Midas franchise will also apply to and include Co-Branding Shops and the Co-Branding Shop franchise except as otherwise noted. As of March 31, 2023, there were 58 Co-Branding Shops franchised by us.

Pursuant to the sale of Speedee, we granted SpeeDee a reciprocal license for SpeeDee to use our Marks in the operations and franchising of co-branding Midas/SpeeDee retail outlets through Speedee. Outlets operated or franchised by SpeeDee rather than us are not included in the term "Co-Branding Shop" as used in this Disclosure Document.

Area Developer Rights

We may grant multi-unit rights under the terms of an Area Development Agreement (Exhibit D-17) for territories with sufficient population and demographics to support multiple Midas Shops. Franchisees that we grant multi-unit rights must be new franchisees and will each develop two Midas Shops in a designated geographic area (the "Designated Territory") according to a mandatory development schedule (the "Development Schedule"). We do not offer Area Development Agreements to develop Co-Branding Shops. The area developer does not have the right to grant or sell unit franchises to third parties, although it may enter into a franchise agreement through a Controlled Affiliate, as defined below. Franchisees who sign an Area Development Agreement must commit to establish two Midas Shops at a rate of one every 12 months. These multi-unit franchisees must have substantial prior business experience and substantial financial resources. If we offer and you sign an Area Development Agreement, you or your Controlled Affiliate will sign a separate franchise agreement in our then-current form for each Midas Shop you develop under that Area Development Agreement at the time you proceed with opening each Midas Shop. That franchise agreement may be materially different from the form of Franchise Agreement attached to this Disclosure Document. "Controlled Affiliate(s)" means a corporation, limited liability company or other business entity of which you or one or more of your majority owners owns at least 51% of the total authorized ownership interests, but only if you or the owner(s) have the right to control the entity's management and policies. All references to "you" in this disclosure document in the context of multi-unit rights shall be interpreted to include you and any of your Controlled Affiliates that sign franchise agreements for Midas Shops covered by an Area Development Agreement.

Franchise Referral Program

We encourage referrals from our existing franchisees of a prospective franchisee to us. Our referral program offers a $10,000 referral fee to the person who refers to us a franchisee prospect that we are not currently in discussions with and have not previously contacted. The referral fee is payable only if the referred prospect becomes a Midas franchisee. The referral fee is applied as a credit against an existing franchisee's trade account 30 days after the new Midas Shop opens for business to the public. The incoming prospective franchisee must have signed a Franchise Agreement and the initial franchise fee must have been paid to us before we will apply the credit. We reserve the right at any time to cancel, modify, amend, or terminate our referral program. If a franchisee wants to benefit from the referral program, the referring franchisee must be in good standing.

Competition and Industry Specific Laws

You will sell our recommended automotive products and our approved services to the general public from your Franchised Unit. The primary markets for our products and services include customers of all income levels who own vehicles. The auto repair and maintenance business is somewhat seasonal, especially in the northern states where driving is reduced in the winter months. In addition, the automobile maintenance and repair market is well developed and highly competitive. Midas Shops will compete with individual and chain automotive service centers that offer similar automobile services, as well as other Midas Shops, Co-Branding Shops and Big O Shops, including those which we or our affiliates may own and operate, other specialty exhaust and brake shops, quick lube shops, tire shops (many of which are franchised), service stations, general garages, new car dealers, and the automotive repair facilities of mass merchandisers and department stores. The demand for the products and services offered by Midas Shops could be adversely affected by continuing developments in automotive technology, including the improvement in original equipment manufacturers' parts quality, as well as longer and more inclusive manufacturers' warranty periods.

In addition to laws that apply to all businesses, you must comply with all laws and regulations specific to the car care and oil change and tune-up industry and those that apply to the operation of motor vehicle repair and maintenance shops, including, but not limited, to consumer-orientated legislation. Some states require special licenses to operate car repair facilities. Various federal, state and local environmental laws and regulations apply to the use, handling, treatment, storage, disposal and recycling of tires, oil, used oil, oil filters and other substances, materials and wastes considered hazardous. You may need to obtain state and other certifications that the Franchised Unit is an approved waste oil and filter remover/handler/disposer. In addition, if you utilize underground or on-site storage tanks, they must pass any required local environmental quality inspections. We are not obligated to provide you with guidance about these laws and regulations, and you are solely responsible for knowing about and complying with all laws and regulations applicable to your Franchised Unit. As such, it is important that you consult your legal advisor to determine what laws apply to your Franchised Unit.

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer: Sam Kato

Mr. Kato was appointed Chief Executive Officer of Midas, Midas Canada and Big O, and President and Chief Executive Officer of TBC, effective May 2023. He was appointed Chief Administrative Officer of TBC in May 2021. From April 2018 to May 2021, Mr. Kato was employed by the Sumitomo Corporation as the Executive Officer and General Manager of the Automobility Division in charge of Sumitomo's global mobility businesses. He is located in Palm Beach Gardens, Florida.

President and Chief Operating Officer: Leonard Valentino

Mr. Valentino was appointed Presidpent and Chief Operating Officer of Midas and Midas Canada effective April, 2023. Mr. Valentino previously served as Vice President and General Manager of Midas and Midas Canada from September, 2021 until April, 2023. Mr. Valentino was appointed as Vice President, Franchise Development with TBC effective February 2016 and served in that role until September, 2021. Mr. Valentino is a Certified Franchise Executive, recognized by the International Franchise Association. He is located in Palm Beach Gardens, Florida.

Chief Strategy, Marketing and Procurement Officer: Don Byrd

Don Byrd was appointed to these positions with Midas and Big O effective July 2023. From December 2021 to June 2023, Mr. Byrd was the Chief Marketing & Procurement Officer for TBC Retail Group, Inc. and its successor TBC Retail, Midas and Big O. From January 2021 to December 2021. Mr. Byrd was the President of TBC Purchasing Co, LLC. From April 2018 to January 2021, Mr. Byrd was the President and Chief Operating Officer of NTW, LLC. He is located in Palm Beach Gardens, Florida.

Divisional Vice President: Matthew Barney

Mr. Barney was appointed to this position effective March 2022. Previously, from April 2020 to February 2022, Mr. Barney worked for Midas as Division Sales and Operations Manager. From July 2018 to March 2020, he was employed as Regional Sales Manager for Midas. From September 2015 through April 2018, Mr. Barney worked with Heartland Automotive, located in Irving, Texas, holding the role of Region Vice President. He is located in Bennington, Indiana.

Division Vice President, Franchise Operations Central: Michael Schulman

Mr. Schulman was appointed to this position effective March 2020. Previously, from July 2017 to March 2020, Mr. Schulman worked for Midas as a Division Sales and Operations Manager. Mr. Schulman is located in Indianapolis, Indiana.

Division Vice President, Franchise Operations West: Abilio Toledo

Mr. Toledo was appointed to this position effective December, 2021. From August 2018 to December 2021, he worked for Midas in the roles of Region Sales Manager. From May 2017 to July 2018 he worked as Operations Manager for Safelite Group, Inc., based in Columbus, Ohio. Mr. Toledo is located in Lake Elsinore, California.

Vice President, Franchise Development: Kevin Northrup

Mr. Northrup was appointed to this position with both Midas and Big O effective September 2022. Previously, from August 2005 to June 2022, Mr. Northrup worked for RE/MAX, LLC, as Vice President, Region Development. Mr. Northrup is located in Denver, Colorado.

ITEM 3: LITIGATION

Pending:

Midas International, LLC f/k/a Midas International Corporation v. NRA Enterprises, Inc., Automotive Limited, Inc., and Albert Agdaian (Case No.: 01-22-0004-3411, American Arbitration Association, filed October 14, 2022). This arbitration arose out of a lawsuit filed against Midas by NRA Enterprises, Inc. and Albert Agdaian in the Superior Court of the State of California, County of Los Angeles – Central Judicial District (Case No. 22AHCV00195) asserting claims for conversion, breach of agreement, unfair business practices under California statute, unjust enrichment, claims for amounts due for an account stated and for goods and services rendered, and violation of the California Franchise Relations Act, based on allegations that Midas improperly terminated their franchise agreements and failed to compensate them for their inventory and other assets. The plaintiffs sought to recover $133,766.50 in damages, plus interest, treble damages, special damages including punitive damages, and attorneys' fees and costs, in unspecified amounts. Midas subsequently removed the Superior Court action to the United States District Court, Central District of California (Case No. 2:22-CV-03016-AB-AGR). Midas then successfully moved to stay the court action pending arbitration. Next, Midas filed this arbitration action against NRA Enterprises, Inc., Albert Agdaian, and their affiliate Automotive Limited, Inc. (collectively, the "Agdaian Franchisees") seeking a declaratory judgment that Midas' actions were proper and that Midas owes no damages to the Agdaian Franchisees. Although the Agdaian Franchisees brought counterclaims for the same claims made in the court case, now claiming to seek $1,500,000 in damages, the arbiter rejected the counterclaims because the Agdaian Franchisees did not pay the required filing fee. Midas intends to vigorously pursue declarations that the Agdaian Franchisees' claims in the original action filed in California Superior Court have no merit and then have any successful declaration authenticated in the U.S. District Court action. The parties are currently engaged in discovery. This matter is scheduled for an arbitration hearing starting July 24, 2023.

Concluded:

Midas International Corporation v. VieRican, LLC (Case No.:01-20-0000-4296, American Arbitration Association, filed January 31, 2020). This arbitration arose out of a lawsuit filed against Midas on November 13, 2019 in the United States District Court for the District of Hawaii by VieRican, LLC ("VieRican"), a former Midas franchisee. The federal court case was titled VieRican, LLC v. Midas

International, LLC f/k/a Midas International Corporation (Case No. 1:19-cv-620) (the "Hawaii Action"). On December 23, 2019, Midas moved to stay the Hawaii Action and compel arbitration pursuant to the arbitration clause in the franchise agreement. Midas then filed for arbitration with the American Arbitration Association as noted above (the "Arbitration Action"). Midas' motion to stay the Hawaii Action was granted on July 31, 2020 and on December 12, 2020, the parties stipulated to dismiss the Hawaii Action and proceed solely with the Arbitration Action. VieRican contended Midas wrongfully terminated VieRican's franchise agreement, by falsely alleging a payment default. In addition, VieRican raised claims for violation of the Hawaii franchise relationship and investment law, breach of the implied covenant of good faith and fair dealing, and tortious interference with contractual relations and prospective business advantage relating to Midas exercising its rights under a conditional assignment of lease and assuming control of the lease where VieRican's franchise was located. VieRican also alleged that Midas failed to properly reimburse it for advertising activities pursuant to an agreement entered into related to local advertising, but later dropped these claims. Midas firmly denied all of VieRican's allegations, and asserted that it never enforced the franchise termination, that VieRican failed to mitigate its damages by refusing Midas' offers for reinstatement and, when the premises lease expired, failed to go forward on Midas' approval of VieRican's relocation request. Midas sought a declaratory judgment that the termination of VieRican's franchise was justified due to VieRican's failure to pay royalties. An arbitration hearing occurred on June 7 through June 11, 2021, at which VieRican sought $2,100,000 in damages. Both parties sought their attorney fees and costs. On July 12, 2021, the Arbitrator rendered a ruling finding that the termination of the franchise agreement by Midas was justified and done in good faith because VieRican improperly failed to pay its royalties. The Arbitrator also found that Midas did not violate the Hawaii franchise and investment law, commit a breach of contract, or commit tortious interference with contractual relations or prospective business advantage. But the Arbitrator also found that Midas improperly assumed the lease where the franchise was located. VieRican was awarded no damages for this because the location was required to be operated as a Midas Shop and the lease, therefore, had no value to VieRican after its franchise agreement was properly terminated. The Arbitration Award required VieRican to turn over its equipment and inventory to Midas, and required Midas to pay VieRican $145,537.12 for that equipment and inventory. Midas was also required to pay VieRican $102,169.11 for its attorney fees, and $28,425 of its arbitration fees. On August 7, 2021, the parties settled this matter whereby Midas paid VieRican $203,362.67 and waived its rights to the equipment and inventory. The Settlement Agreement also provided for mutual releases.

TBC Retail Group Wage and Hour Cases. JCCP Case No. 4701. This action coordinated two class actions that were pending in two different California Superior Courts on February 10, 2012. This action coordinated Paul Quintana, as an Individual and on Behalf Of All Similarly Situated Employees v. Big O Tires, LLC, Case No. BC451272, Superior Court of California for the County of Los Angeles (the "Quintana Action") and Brian Goegan, et al. v. TBC Retail Group, et al., Case No. 30-2011-00510643, Superior Court of California, Orange County Superior Court (the "Goegan Action"). Both actions involved claims for unpaid overtime, failure to provide meal periods, failure to provide rest periods, unfair competition, and related claims under California state law. The Goegan Action also asserted a nationwide claim for wages under the Fair Labor Standards Act ("FLSA") and the plaintiffs conditionally certified a class of approximately 1,735 individuals who received payroll pay cards and charged fees. The Quintana Action encompassed the entire putative class of the Goegan Action with respect to the state law claims. These claims related only to Big O company-owned Stores. Parties in both the Goegan and Quintana actions settled in 2018, with Big O agreeing to pay a total of $1.84 million, and the final order approving settlement was issued in March 2019.

The People of the State of California v. CRC Luxury Motors, LLC, Soscol Auto Repair d/b/a Midas/SpeeDee, Curtis Correll, and Midas International Corporation (Case No. 18CV001526, Superior Court for the State of California in and for the County of Napa). This matter is a Final Judgment Pursuant to Stipulation the District Attorney for the County of Napa and Midas voluntarily agreed to file on November 13, 2018. Napa County, on behalf of its citizens and the citizens of Sonoma and Solano

Counties, alleged that a Midas franchisee was violating the California Automotive Repair Act, the California Hazardous Waste Control Act, and otherwise engaging in fraudulent behavior; such as, overcharging its customers for repairs, misleading its customers as to repair work needed, unlawfully disposing of hazardous waste, and engaging in false advertising. The Deputy District Attorney for Napa County contacted Midas setting forth these concerns and alleging the franchisee was an agent of Midas and therefore Midas was responsible for its actions. Although Midas disagreed with the Deputy District Attorney factually and legally, Midas determined it would be best for Midas and the customers of the franchisee if Midas agreed to a settlement with the County. Thus, Midas agreed to the stipulated judgment. In the judgment, Midas agreed to take certain actions as to this franchisee. Specifically, Midas agreed to: (1) ensure the franchisee satisfactorily satisfied any consumer complaints, (2) keep a log of any such complaints, (3) ensure customers knew how to reach Midas if a consumer had an issue with the franchisee, and (4) conduct twice-yearly in-person audits of the franchisee's shops for various compliance matters. Midas further agreed to remit $150,000 into a fund to assist in making the franchisee's customers whole, remit $50,000 to the counties as a civil penalty and remit $10,000 to reimburse the counties for investigative costs. Midas satisfied its monetary obligations. The oversight obligations (enumerated as 1-4 above) are to last for five years or to when the franchisee no longer had an ownership interest in any Midas franchise. On March 28, 2019, the County filed a Partial Satisfaction of Judgment because Midas had made its required payments and the franchisee sold its shops existing the Midas system, thereby ending Midas' oversight obligations. Midas and the County agreed the County would file a Full Satisfaction of Judgment in 2023, assuming the franchisee does not re-enter the Midas system, which would re-activate Midas' oversight obligations.

8435758 Canada Inc., Sheriza Mohamed, and Faizul Haniff v. Midas Canada Inc. and Midas Realty Corporation of Canada, Inc. (Case No. CV-15-542171, Ontario Superior Court of Justice). On December 8, 2015, a Midas Canada franchisee and its owners commenced an action against Midas Canada and Midas Realty Corporation of Canada, Inc. claiming, inter alia, declaratory relief relating to the franchisee's and its owners' rescission of the Franchise Agreement, Sublease, Guarantee and related franchise agreements, and for damages under section 6 of the Arthur Wishart Act in excess of Cdn $600,000. The Parties resolved their dispute with Defendants agreeing to pay Plaintiffs Cdn $414,359. The Court dIsmissed the case on June 16, 2016.

MESA S.p.A. v. Midas International Corporation (Case No.: not applicable, Court of Appeal, Milan, Italy). MESA S.p.A. ("MESA") is an Italian company which operated the Midas system in Europe under a License Agreement ("License Agreement") and an Agreement of Strategic Alliance (together, the "Agreements") with Midas. MESA filed suit against Midas on December 28, 2011 claiming that Midas breached the License Agreement by failing to cooperate with MESA to improve the Midas system in Europe. MESA sought damages up to €5,782,000, representing a portion of the royalties MESA paid to Midas for the period from June, 2009, through October, 2011. MESA also sought a declaratory judgment suspending MESA's obligation to pay 80% of its future royalty payments owed to Midas under the License Agreement and also sought its costs of the litigation. The parties ultimately resolved their disputes. In exchange for (1) terminating the License Agreement, (2) recognizing the Agreement of Strategic Alliance had been terminated, and (3) Mesa paying $35 million over a period of time, Midas agreed to grant a new trademark license agreement to MESA for Europe and most of the countries in Africa. This resolution took place on October 2, 2014.

Hutchins, David, et al v. Midas International Corporation, et al. (Case No. 37-2012-00083884-CU-OE-CTL, Superior Court of California, San Diego County). A purported class action lawsuit was filed on behalf of all exempt store managers in California on October 19, 2012. The complaint stated three claims: (1) failure to pay overtime premium pay (due to the alleged misclassification of Store Managers in California); (2) waiting time penalties under Labor Code section 203; and (3) unlawful and unfair business practices in violation of California Business & Professions Code section 17200. A settlement agreement was reached between the parties in which Midas agreed to pay a gross settlement of $475,000,

inclusive of attorneys' fees and administrative expenses. Final approval of the settlement was granted by the Court on March 21, 2014.

405341 Ontario Limited v. Midas Canada Inc. (formerly Landsbridge Auto Corp. and 405341 Ontario Limited v. Midas Canada Inc. and Midas International Corporation) (Court File No. 07-CV-333934 CP, Ontario Superior Court of Justice). An action was commenced in the Ontario Superior Court of Justice by Notice of Action issued May 31, 2007 and Statement of Claim dated June 29, 2007 (Court File No. 07-CV-333934 CP) by two franchisees, Landsbridge Auto Corp. ("Landsbridge") and 405341 Ontario Limited, against Midas and Midas Canada seeking, among other things, damages for breach of contract, derogation from the grant, breach of the duty of fair dealing in the amount of Cdn. $75 million or in the alternative, compensation and restitution for unjust enrichment in the amount of Cdn. $75 million. In addition, the Statement of Claim sought an abatement of royalties payable under the Midas Canada franchise agreement and other declaratory and injunctive relief as well as punitive damages, interest and legal costs. On March 26, 2009, the action was dismissed as against Midas. The same Order dismissed the claims of Landsbridge Auto Corp., but otherwise certified the action as a class proceeding against Midas Canada only with respect to claims related to whether Midas Canada breached its common law and statutory duties of good faith/fair dealing when Midas Canada implemented its new supply chain in 2003, and, if so, whether Midas Canada could properly maintain the same royalty structure after ceasing to supply products to its franchisees, with all other claims rejected by the Court. In its decision, the Court ruled that Midas Canada did not breach its franchise agreement when it closed its manufacturing and distribution operations in 2003 or accepted rebates from its supplier. The Court granted a motion by plaintiff to declare the releases executed by class members on renewal or assignment of their respective franchise agreements as void under Ontario law on October 16, 2009, with costs in favor of the plaintiff. An appeal of this order by Midas Canada was dismissed on July 6, 2010. The parties reached a settlement on April 3, 2013 under which Midas Canada agreed to pay $8.5 million for the benefit of the class members in return for all claims by any class member which were or could have been brought against Midas Canada and other related parties being dismissed and forever barred, and the class members being refrained from disparaging Midas Canada in relation to matters raised in the lawsuit. The Court approved the settlement on September 12, 2013.

Actions Filed Against Franchisees or Former Franchisees in Our Last Fiscal Year to Recover Royalties, Trade Account Debts or Rental Obligations:

> Midas International, LLC v. BAE 1 LP, BAE 1 GP, LLC, and Paul Sung Joon Bae, Case No. 22-CV-398475, Superior Court of State of California, County of Santa Clara, filed on May 18, 2022.
>
> Other than the cases described above, no litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

Application Deposit

You must complete and submit an Application for a Midas Shop Franchise ("Application") (Exhibit C-1) and other related informational documents pertaining to your operational background, credit history and financial resources to be awarded a Midas Shop franchise. This is also the case if you are already a Midas franchisee and would like to open another Midas Shop. If you sign an Area Development Agreement, you will only have to sign the Application for your first Midas Shop. As we designate, if you do not sign a Franchise Agreement and pay your initial franchise fee (described below)

upon us accepting your Application, then you must remit a $10,000 deposit in a lump sum with your approved Application. This deposit is applied towards the initial franchise fee. If the initial franchise fee is waived or reduced due to you participating in an applicable incentive program (as defined below) upon signing a Franchise Agreement for a Shop we will apply the deposit toward the Minimum Site Payment, as defined below, if applicable, or, if no Minimum Site Payment is required, apply a one-time credit that equals the deposit towards your trade account. We may require you to pay this deposit regardless of whether you are an existing franchisee or not. The deposit is not refundable unless we reject or otherwise terminate the Application. **Your application will not be processed until all required associated documents and information have been submitted and verified.**

The Application may be terminated by either party at any time before the execution of the Franchise Agreement and any lease documents by giving written notice to the other party. The deposit is only refundable to you upon rejection or termination of the Application by us.

If you are applying to acquire a Midas Shop franchise in a transfer, you must pay a $5,000 deposit with the Application. This deposit is not refundable under any circumstances and is not applied or credited toward the transfer fee or any other fees. If you pay the Initial Franchise Fee when you sign your Franchise Agreement without a site, and an existing Midas Shop is subsequently transferred to you, you will receive a credit against your trade A/R account in an amount equal to the amount you paid for the Initial Franchise Fee less (i) the amount of the transfer fee that would have been applicable to the transfer, and (ii) any additional amount that would have been required to extend the term of the transferred Shop franchise agreement term to 20 years, if applicable.

Initial Franchise Fee

You will sign the Franchise Agreement (the "Franchise Agreement) (Exhibit D-1) either upon our acceptance of your Application or following our acceptance of the Application but within 30 days of us submitting the Franchise Agreement to you, as we may designate. Upon execution of the Franchise Agreement, you must pay our standard initial franchise fee of $35,000. However, you may qualify for a lower initial franchise fee. If you are a new franchisee who converts an existing independent automotive business to a Midas Shop, you will qualify for a reduced initial franchise fee of $17,500. If you own one Other Shop (defined below) and meet the criteria below, the initial franchise fee may be reduced to $10,000 under the existing Midas franchisee incentive program for the first additional Midas Shop so opened and to $5,000 for each additional Midas Shop so opened under a Franchise Agreement signed at the same time, provided that these additional Shops are open by June 30, 2025. You will qualify for the lower initial franchise fee under the existing franchisee incentive program if you satisfy all of the following criteria: (1) you own (as verified by our records) at least 51% of the Franchised Unit and also own at least 51% of at least one other Midas Shop (the "Other Shop(s)"); (2) the Other Shops are currently, and have been for at least one year, open for business and are being operated under a valid Franchise Agreement; (3) you (or any franchisee entity of which you own any percentage interest) are not in default under any Franchise Agreement or any other agreement with (or obligation to) us or any of our affiliates or any policy (including, but not limited to, any real estate policy) of ours or any of our affiliates; and (4) you have previously completed our Operations Training Program (described in Item 11) in connection with the Other Shop(s). This arrangement does not mean that we are obligated to grant you additional franchises and we may decline to offer or sell you an additional franchise in our sole discretion.

Except as described in the "Incentive Programs" section below and for the deposit described above, the initial franchise fee must be paid in a lump sum upon the execution of the Franchise Agreement and other related documents by wire transfer, cashier's check, money order or other certified funds. Currently, we are offering the incentive programs described below.

Except as provided below, the initial franchise fee is fully earned when charged and is non-refundable under any circumstance. If you sign a Franchise Agreement (without any franchise broker being involved in the acquisition or sale of the franchise) without a Site (as defined in Section 1.4 of the Franchise Agreement) identified and you are unable to locate and obtain our approval of a Site within 30 days of the end of the Site Selection Period, as defined in Item 11, we may terminate the Franchise Agreement at our option, in which event we will refund the initial franchise fee actually paid to us less the greater of 75 percent of such fee or $10,000. We will be entitled to keep the remainder for the site selection services we provided to you. In the event you sign a Franchise Agreement without a Site being identified and your initial franchise fee is waived or reduced due to qualifying for any of our incentive programs, you must deposit with us $10,000 upon signing the Franchise Agreement (the "Minimum Site Payment") and we will provide you a credit on your trade account for the amount of the Minimum Site Payment upon signing Schedule B to your Franchise Agreement identifying the Site, but if you are unable to locate and obtain our approval of a Site within 30 days of the end of the Site Selection Period, we may terminate the Franchise Agreement at our option, in which event we will retain the Minimum Site Payment paid to us for the site selection services we provided to you. If you sign a Franchise Agreement in a situation where a franchise broker has been involved in the acquisition or sale of the franchise, the initial franchise fee paid by you when you sign a Franchise Agreement is non-refundable under any circumstances.

If you are purchasing a Midas franchise for an operating Midas Shop from an existing Midas franchisee after we have notified the existing Midas franchisee that we will not extend the franchise relationship (renew the franchise) at the expiration of the term of the existing Franchise Agreement or that we will do so only upon the existing Midas franchisee complying with special conditions, you will enter into a new 20-year Franchise Agreement and will be required to pay us an initial franchise fee equal to one-half of the franchise fee charged new franchisees at the time of the sale (which, as of the date hereof, would be $17,500, i.e., one-half of $35,000).

If you pay the Initial Franchise Fee when you sign your Franchise Agreement without having selected a site, and an existing Midas Shop is subsequently transferred to you, you will receive a credit against your trade account with us in an amount equal to the amount you paid for the Initial Franchise Fee less (i) the amount of the transfer fee that would have been applicable to that transfer, and (ii) any additional amount that would have been required to extend the term of the transferred Shop franchise agreement term to 20 years, if applicable.

Incentive Programs

Periodically and at our sole and absolute discretion, we may offer qualified existing and prospective franchisees incentives to purchase or develop Midas Shops, to reopen previously operated Midas Shops, or to convert their operating automotive repair business to a Midas Shop or to purchase a company-owned Midas Shop. These incentives may include, but are not limited to, reduced or deferred payment of the initial franchise fee/royalties, and/or contributions toward the purchase of marketing or inventory. Incentives are not offered to all franchisees or for all Midas Shops. We will select the franchisees and Midas Shops to offer these incentive programs based on then-current market conditions. Currently, our primary incentive programs are categorized for two types of franchisees who sign a Franchise Agreement, and for one of those incentive programs the corresponding Incentive Rider (see Exhibits D-12 and D-13), by June 30, 2024 and open for business by June 30, 2025.

First, an existing Midas franchisee who currently operates a Midas Shop in good standing with Midas and either (i) opens a new Midas Shop, (ii) re-opens a closed Midas Shop, or (iii) acquires a non-Midas retail automotive services store that is open and operating before it becomes a Midas Shop ("Existing Franchisee") shall: (a) be entitled to pay a reduced initial franchise fee of $10,000 for the first additional Midas Shop, and a reduced initial franchise fee of $5,000 for each further Franchise

Agreement signed simultaneously with the Franchise Agreement for the first additional Midas Shop, provided that such Midas Shops are opened for business on or before June 30, 2025, (b) receive an 80% royalty reduction during the first 12 months of operation, a 60% royalty reduction during the second 12 months of operation, and a 40% royalty reduction during the third 12 months of operation (with the full royalty commencing in the 37th month of operation), which reduction shall not apply to royalties paid on sales of tires or batteries, (c) receive a grand opening marketing contribution from us under the Marketing Support Program of $10,000, provided the franchisee has contributed at least $20,000 toward such marketing (see "Marketing Support Program," below and Exhibit D-11), (d) be entitled to place an initial tire order of at least 160 units and an equipment order of up to $100,000 with TBC within 60 days after opening the Midas Shop, with payment due in 12 equal monthly installments commencing the month after delivery, and (e) receive a $5,000 credit toward the purchase of any tire changer from TBC with an initial tire order of 320 tires or more. The payment terms for the initial tire and equipment order must be memorialized by a Promissory Note and secured by a Security Agreement. See the Exhibits D-19 and D-20. If you receive this incentive but do not continue to meet the ownership requirement for at least two years after acquiring the franchise or if you fail to open in the time stated above, you must pay the difference between the initial franchise fee you actually paid and the full initial franchise fee which would have been due had you not qualified for the Existing Franchisee incentive (which is currently $35,000), which amount becomes due immediately at the time you no longer meet the ownership requirement or fail to open by the stated deadline.

Second, a new franchisee who is not a current franchisee of Midas that opens a brand new Midas Shop ("New Franchisee") shall: (a) receive a grand opening marketing contribution from us under the Marketing Support Program of $10,000, provided the franchisee has contributed at least $20,000 toward such marketing (see "Marketing Support Program," below, and Exhibit D-11), and (b) receive a 60% royalty reduction during the first 12 months of operation, and a 40% royalty reduction during the second 12 months of operation (with the full royalty commencing in the 25th month of operation), which reduction shall not apply to royalties paid on sales of tires or batteries.

U.S. Military Veterans & First Responders

We will waive the initial franchise fee for franchisees that are U.S. military veterans and first responders (as established in accordance with our policies as we may adopt periodically) and for franchisees that are corporations, limited liability companies or other entities for which a U.S. military veteran or first responder owns a majority of the equity interest ("U.S. Military Veteran & First Responder Program"), except that if the franchisee has not initially identified a Site for its Franchised Unit in the Franchise Agreement it will be required to pay us the Minimum Site Payment described above. The U.S. Military Veteran & First Responder Program is available to all qualified individuals who either have received an honorable discharge from one of the U.S. Armed Forces (i.e., Army, Navy, Air Force, Coast Guard or Marine Corps), or are currently serving in one of the U.S. Armed Forces and eligible to receive an honorable discharge, or their entities as noted above. It is also available to first responders who were employed for a minimum of five years as a law enforcement officer, medical doctor, nurse, emergency medical technician or fire fighter, and who apply for a franchise after ending their service as a first responder. This waiver applies only to the first franchise established by the veteran, first responder or the veteran's or first responder's company. This waiver does not apply to a Shop acquired in a transfer. If you do not continue to meet this ownership requirement for at least two years after acquiring the new franchise, you must pay us the full initial franchise fee ($35,000) which would have been due had you not qualified for the U.S. Military Veteran & First Responder Program, which becomes due immediately at the time you no longer meet the ownership requirement. We reserve the right to extend, change or discontinue the U.S. Military Veteran & First Responder Program at any time. See Exhibit D-15 for limitations on this incentive.

Associate Franchise Discount

Full-time employees (also referred to as "associates") of Midas, or certain affiliated companies (such as TBC Retail) who have been employees of Midas or affiliated companies on an uninterrupted basis for at least five years will be eligible for an "Associate Franchise Discount" under which the initial franchise fee will be discounted by 50% for a newly developed Midas Shop. The employee must resign his or her position with Midas or the affiliated company and assume full-time active management of the Midas franchise under this program. The associate will not be entitled to the Associate Franchise Discount if the associate purchases an existing Midas franchise. Also, to be entitled to receive the Associate Franchise Discount, the associate must be acquiring a majority interest in the new franchise. If the associate does not continue to meet this ownership requirement for at least two years after acquiring the new franchise, the associate must pay us the difference between the amount of the initial franchise fee (which is currently $35,000) which would have been due had the associate not qualified for the incentive and the discounted amount actually paid.

Automotive Leadership Discount

If an applicant has been a majority owner or a senior manager of one or more automotive repair facilities for ten or more consecutive years, Midas will discount the initial franchise fee for a newly developed Midas Shop by 50%. This incentive does not apply to the purchase of an existing Midas Shop franchise. To be entitled to receive this incentive discount, the qualifying owner or manager must be acquiring a majority interest in the new Midas franchise. If that individual does not continue to meet this ownership requirement for at least two years after acquiring the new franchise, the franchisee must pay us the difference between the initial franchise fee which would have been due had the individual not qualified for the waiver (which is currently $35,000) and the discounted fee actually paid.

Big O Franchisee

If you are currently a franchisee of Big O in good standing under your franchise agreement with Big O and desire to acquire a Midas Shop franchise, you will be eligible for Existing Franchisee incentives described above. If you do not continue to meet this ownership requirement for at least two years after acquiring the franchise, you must pay the difference between the initial franchise fee you actually paid and the full initial franchise fee which would have been due had you not qualified for the Big O franchisee incentive (which is currently $35,000), which amount becomes due immediately at the time you no longer meet the ownership requirement. We reserve the right to extend, change or discontinue the Big O franchisee incentive at any time.

Transfer Incentive Program

If you purchase a Midas Shop from an unrelated third party that is open and operating with annual Net Revenues that are less than or equal to $625,000 calculated on a rolling 12 month basis prior to your acquisition, then we may, in our sole discretion, agree that (i) the transfer fee will be $5,000, (ii) the royalties for each month of your first two years of operations will be capped based on the amount of Net Revenues at the purchased Midas Shop during the corresponding month in the 12-month period prior to your purchase of the Midas Shop, and (iii) you may place an initial tire order of at least 160 units with TBC within 60 days after you take ownership of the Midas Shop, with payment due in 12 equal monthly installments commencing the month after delivery. The full royalty amount will be charged starting the first of the 25th month of operations and thereafter. You will sign a rider in the form attached as Exhibit D-16 for this incentive, if we offer it to you. See Exhibit D-16 for additional information and the limitations on this incentive.

A maximum of one incentive program listed above is generally available for the acquisition of any particular franchise, regardless of whether the qualifications for multiple incentives are met.

Marketing Support Program

We are currently offering a marketing support program ("Marketing Support Program") for all franchisees who sign a Franchise Agreement prior to June 30, 2024 for a new Midas Shop (not renewal or transfer), an additional Midas Shop, the reopening of a previously operated Midas Shop, or to acquire and convert an operating automotive repair business to a Midas Shop and open for business prior to June 30, 2025 (each, a "New Shop"). This includes Midas Shops opened under an Area Development Agreement as described below.

All Midas franchisees are required to participate in the Marketing Support Program. New franchisees, existing franchisees and area developers are required to contribute $20,000 ("the Franchisee Commitment Funds") for consumer targeted advertising, merchandising, public relations programs and other marketing activities intended to directly benefit the Franchised Unit ("Grand Opening Activities").

Franchisees will pay the Franchisee Commitment Funds to us in one lump sum payment upon signing the Franchise Agreement unless a site for the franchisee's Midas Shop has not yet been identified, in which case the franchisee will pay the Franchise Commitment Funds to us in one lump sum payment upon receiving approval from us for the site location.

Under the Marketing Support Program, we agree to provide funds in an amount equal to $10,000 ("Midas Contributed Funds"), which with the Franchisee Commitment Funds, will be applied toward your Grand Opening Activities. The Franchisee Commitment Funds and the Midas Contributed Funds are intended to be spent within the first 12 months of the opening date of your Franchised Unit. The Midas Contributed Funds are not payable to you. We will expend the funds under this program on your behalf. The Franchisee Commitment Funds are non-refundable under any circumstance. To demonstrate your commitment to participate in this program, you are required to execute the Marketing Funds Agreement. (See Exhibit D-11.) We reserve the right to extend, change or discontinue the Marketing Support Program at any time.

Equipment

The equipment and tools, including installation and freight charges (collectively, "Operating Assets") needed to operate a new Midas Shop, that may be purchased from us are estimated to cost between $52,500 and $375,000 (excluding applicable sales and use tax, if any). The Operating Assets needed to reopen a previously operating Midas Shop or to convert an operating automotive repair facility to a Midas Shop, that may be purchased from us are estimated to cost from $0, if you already have the Operating Assets, to $375,000 (excluding applicable sales and use tax, if any). If you are acquiring a Co-Branding Shop franchise, then you will be required to purchase additional Operating Assets if you do not already have them, including an emissions (smog) analyzer and possibly an oil change bay lift depending on how you choose to configure your bays, all of which may also be purchased from us at a cost of up to $104,000. If the Operating Assets are purchased from us, you will receive a monthly trade account statement, which encompasses, approximately, a 30-day billing period (the "Trade Account Statement"). The Trade Account Statement reflects all open invoices and credit memos and indicates the date by which the net balance is due for payment, which is, in most cases (depending on the billing cycle), by the 17th day of the month. Otherwise, payment will be made directly to the third party or vendor according to its payment terms. Generally, this expenditure is not refundable nor do we finance it. However, we may assist you in locating financing opportunities from third parties for this expenditure.

Inventory

The cost of initial product inventory that may be purchased from us (consisting of tires) is estimated to be between $25,000 and $100,000 (excluding applicable sales and use tax, if any). Items purchased from us will be included on the Trade Account Statement, which net balance is due for payment, in most cases (depending on the billing cycle), by the 17th day of the month. If you are acquiring a Co-Branding Shop franchise, then you will be required to purchase additional inventory, some of which may be available from us at a cost of up to $5,000. Please see Item 7 for details on total estimated inventory investment. For items purchased from third party vendors, payment will be due according to the vendors' credit terms. This expenditure is non-refundable and we do not finance it, except as described in this Item 5 and in Item 10 under certain incentive programs. However, we may assist you in locating financing opportunities from third parties for this expenditure.

Rental Payments

Typically, you will enter into a third party lease for the property of the Franchised Unit and negotiate your own terms, or you may acquire the land and construct the building and improvements yourself. Alternatively, if Midas Realty or Midas Property own the premises or lease it from a third party, Midas Realty or Midas Property, as applicable, will lease or sublease the Franchised Unit's premises to you on a so-called "triple-net" basis. Under a triple-net lease or sublease, the tenant (in addition to paying the fixed and percentage rent) pays all real estate taxes and assessments and any common area charges and is obligated to perform all maintenance, repairs and replacements of the premises (non-structural, structural, interior, exterior), to provide all required insurance and to pay all other costs associated with the use, occupancy, leasing and ownership of the premises. When you lease or sublease the property from Midas Realty or Midas Property, you must submit a security deposit equal to two months' rent and taxes upon execution of the lease or sublease, and pay the first month's rent and taxes on the designated commencement date of the lease. The rent and taxes typically range from $5,000 to $20,000 per month, meaning that the security deposit will be in the amount of $10,000 to $40,000. The security deposit is held to secure performance of your obligations under the lease or sublease and may be applied to cover any payments owed and any losses, costs, or damages incurred by Midas Realty or Midas Property, as applicable. Any amount of the security deposit that is not used is refunded to you upon termination or expiration of the lease or sublease. Otherwise, these expenditures are non-refundable and they are not financed by us, Midas Realty or Midas Property (except to the extent described in Item 10).

Development Fee and Area Development Incentives

If you sign an Area Development Agreement, you will pay us a fee for the right to develop two franchise units (the "Development Fee") when you sign that agreement. Only new franchisees who do not currently operate a Midas Shop may sign an Area Development Agreement. The Development Fee is equal to $40,000, being the total initial franchise fees payable for the two Midas Shops that you will develop under the Area Development Agreement, discounted as set forth below. The Development Fee is nonrefundable and fully earned by us when you sign an Area Development Agreement, but we will apply the portion of the Development Fee you have paid applicable to each Midas Shop to satisfy the initial franchise fee due under the franchise agreement you sign for that Midas Shop covered by your Area Development Agreement. As an area developer, we will provide you a discounted initial franchise fee for the second Shop. The full $35,000 initial franchise fee will apply for your first Shop, and a reduced initial franchise fee of $5,000 will apply for your second Shop. We will also provide to our area developers a grand opening marketing contribution under the Marketing Support Program of $10,000 for each Shop provided the area developer has contributed at least $20,000 toward such marketing for each Shop (see Exhibit D-11), to be spent for each Shop within 12 months after opening. Additionally, an area developer shall be entitled to receive a 60% royalty reduction during each Shop's first 12 months of operation, and

a 40% royalty reduction during the second 12 months of operation (with the full royalty commencing in the 25th month of operation), which reduction shall not apply to royalties paid on sales of tires or batteries. An area developer shall also be entitled to place an initial tire order of at least 160 units with TBC within 60 days after opening each Midas Shop with payment due in 12 equal monthly installments commencing the month after delivery. These incentives are collectively referred to as the "Area Development Incentives" and are not assignable without our consent. In order to receive the discounted initial franchise fee for the second Midas Shop under the Area Development Incentives, the second Midas Shop must be open and recognized by Midas no later than 12 months after the official opening date of the first Midas Shop in the Area Development Agreement (provided that this deadline may be extended by six months for a newly constructed Shop). If you fail to open the second Midas Shop under the Area Development Agreement within 12 months of the first Shop (as such deadine may be extended), then you must pay us the difference between the $5,000 discounted number under the Area Development Incentives and the full initial franchise fee which would have been due had you not qualified for the Area Development Incentives (which is currently $35,000), which amount becomes due immediately at the time you fail to open the second Shop by the stated deadline. You must be in compliance with the terms of the Area Development Agreement, including the Development Schedule. The Area Development Incentives only apply to those Midas Shops opened pursuant to the Area Development Agreement, and they will apply in lieu of any other incentive programs described in this Item 5.

One of the two Midas Shops opened under an Area Development Agreement may be an existing Midas Shop acquired in a transfer. In that event, you will still pay the full Development Fee calculated based on the initial franchise fee applicable for that Shop as described above, but you will receive a credit against your trade account with us in an amount equal to the amount you paid for the initial franchise fee for that Shop (as part of the Development Fee) less (i) the amount of the transfer fee that would have been applicable to that transfer and (ii) any additional amount that would have been required to extend the term of the transferred Shop franchise agreement term to 20 years, if applicable. The grand opening marketing match incentive and the initial tire order payment terms incentive under the Marketing Support Program described above are not available for a Shop acquired in a transfer.

No Incentives for Co-Branding Shops

The incentives described above in this Item 5 are not offered or provided to franchisees acquiring Co-Branding Shop franchises.

Alternative Incentive Programs

Prior to June 29, 2023, we offered different incentives than those listed above. If a prospective franchisee signed an Application, paid a deposit, and opens its Midas Shop by the dates specified in those previous incentive programs as described in the applicable Franchise Disclosure Document disclosed at the time or that we otherwise agree upon, the franchisee may receive those prior period incentives instead of the incentives set forth above even if the Franchise Agreement is entered after June 29, 2023. Further, we may offer any of the above incentives or any combination of incentives, and modify or waive some or all of the qualification requirements for these incentives, in situations involving the transfer of a Midas Shop franchise, the re-opening of a closed Midas Shop, or the opening of additional Midas Shops on terms presented to existing franchisees at the annual Midas convention in our sole discretion. We may also offer a credit against your trade account for improvements you make to the transferred Midas Shop's facility and equipment, in our sole discretion.

ITEM 6: OTHER FEES

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Royalty	2-10% of Net Revenue; up to 11% in certain cases for a Co-Branding Shop franchise - see Note A	Payable on the 10th of each month via ACH debit - see Note B	Net Revenue includes all revenue from the Franchised Unit, exclusive of sales, use or gross receipts taxes.
Marketing / Advertising	- see Note A	- see Note A	
Warranty Registration Fee (See Note C)	Brake pads or shoes: $2.43 per axle Mufflers: $4.80 each Shocks and Struts: $1.04 each	The fee is added to the Franchised Unit's Trade Account Statement upon warranty registration, which payment is due, generally, by the 17th day of the month.	Payable to us. Fees collected will be used to redeem future warranty claims on parts originally installed on or after the effective date of the program.
Midas Touch Road Hazard Tire Warranty Fees	$3.95 per tire (1-Year Warranty) $8.00 per tire (3-Year Warranty) Increased by $1.25 per tire in states where a consumer liability insurance policy ("CLIP") is required (currently Ohio, New York, and Washington)	As tires are sold	These fees apply to franchisees that offer the designated Midas Touch Road Hazard Warranty for tires. Franchisees are generally required to offer the Midas Touch Road Hazard Warranty program if they offer a road hazard tire warranty. The Midas Touch Road Hazard Warranty fees are paid to a third party supplier that administers the program, currently Sonsio Management, Inc. and its affiliates ("Sonsio"). The fees for participation in this program may be modified by Sonsio, us or the other applicable supplier we may specify, upon notice to you.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Rent, Taxes & Insurance	If the property is leased from Midas Realty or Midas Property: fixed minimum rent ($5,000 - $20,000 per month) or in certain limited circumstances, 7% or greater of Gross Sales Plus real estate taxes ($1,000 - $4,000 per month) and insurance. - see Note B	Fixed minimum rent and monthly tax deposit payable the first of each month; plus, if applicable, any gross sales rent in excess of annual fixed minimum rent payable by March 1st of the succeeding year. Monthly payments made via ACH Debit.	If the premises is leased or subleased from Midas Realty or Midas Property, then payable to Midas Realty or Midas Property. Fixed minimum rent under a Midas Realty or Midas Property lease increases yearly or at other periods as agreed upon over the 20-year lease term, and under a Midas Realty or Midas Property sublease the fixed minimum rent may increase based on the underlying head lease rent. Under the lease and sublease, every five years Midas Realty or Midas Property at its option may establish a new fixed minimum rent based on fair market value. - see Note B
Transfer Fee	For Franchise Agreements dated April 1, 2010 or after, the greater of: (a) $5,000 or (b) 15% of the initial franchise fee charged to new franchisees who own no other Midas Shops. For Franchise Agreements dated before April 1, 2010, 0.5% of the sales price of the business (excluding real estate). If you are transferring more than one Midas Shop at the same time, then we will cap the transfer fee for each Midas Shop after the first shop at a flat fee of $1,250 per shop. - see Note D	Prior to consummation of transfer	Payable when the Franchise Agreement or a controlling interest in the Franchise Agreement is transferred. No charge if transfer is to an entity you own or control. Additional amounts will be required to be paid if the transferee requests an extension of the remaining term of the Franchise Agreement. A transfer deposit of $5,000 must also be paid by the transferee with its Application to acquire a Shop in a transfer as described in Item 5.
Relocation Fee	$1,000	Upon providing notice of intent to relocate	Payable if you move your Midas Shop from one location to another, to compensate us for our expenses in reviewing your new site. The relocation fee is not required to be paid in cases where you sublease from us or our affiliates and the head lease expires. We will refund this fee, less any expenses we incur in reviewing your request, if you do not find a location that we approve within one year of closing and your Franchise Agreement is terminated.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Renewal Fee	One-half of the initial franchise fee charged to franchisees who already own one or more Midas Shops at the time of renewal. The current Renewal Fee is $5,000.	At your option, either in (i) two equal installments (the first on the start of the renewal period and the second on the one year anniversary) or (ii) twelve equal monthly payments beginning on the start of the renewal period. If you have more than one Midas Shop franchise being extended within any 12-month period, the total of all the renewal fees must be paid in the same number of equal annual installments as the number of franchises so extended, up to 10 installments, from the date of the first extension.	You may be required to expend additional funds as a condition of renewal for things like shop renovation or relocation.
Audit Fee	Cost of audit plus actual additional royalties found to be due by the audit	30 days after billing	Costs of audit payable only if audit shows an understatement of more than 5% of Net Revenues during any consecutive 12-month period, or if you obstruct or fail to cooperate with our audit.
Interest Charge on Late Royalty Payments	Lesser of 18% per year or maximum rate of interest allowed by law	Due 30 days after billing only if payments are overdue	Assessed on past due obligations beginning the 10th day after applicable due date, or beginning on the due date if not paid within 30 days.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Late Charge on Electronic Submission of Monthly Sales Report	$20 per month	The fee is added to the Franchised Unit's Trade Account Statement, which payment is due, generally, by the 17th day of the month	
Fee for Manually completing Monthly Sales Report	Currently $100	As incurred	If Midas is requested or must manually calculate and create the monthly statement of Net Revenue, then Franchisee will pay to Midas its then-current fee for performing this service.
Promotional Material and Supplies	Will vary based upon what you purchase; may be provided free of charge in conjunction with marketing promotions	30 days after billing	We supply promotional materials, such as banners, posters, brochures, and supplies (such as estimate and invoice forms) for purchase by you.
Costs and Attorneys' Fees	Will vary under Circumstances	As incurred	Payable upon failure to comply with the Franchise Agreement or other situations.
Fleet Program Processing Fee	1.25% of sales transaction to National Fleet Customer - see Note E	As specified by supplier	Paid to our third party billing processor for participation in the Fleet Program
Liquidated Damages	$300/day	As incurred and billed	Payable during any period you are in breach of non-monetary provisions of the Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us for all loss, damage, and claims for damage arising out of your operation of the Franchised Unit.
Insurance	Will vary under the circumstances	As incurred	If you fail to obtain and/or maintain the insurance coverage required, we may, but are not required to, obtain the insurance on your behalf. If we obtain the required insurance coverage for you, you must reimburse us for the cost of this insurance.
Deferred Maintenance	Will vary under the circumstances	As incurred	If you purchase a Midas Shop from an existing franchisee either the buyer or seller of the Midas Shop franchise must repair conditions of the Midas Shop from our inspection of the Midas Shop within 90 days of the purchase. See Exhibit F-6.

NOTES:

General Note: Unless otherwise noted, all fees in this Item 6 are imposed and payable to us or our affiliates, Midas Realty or Midas Property. **All fees payable to us, Midas Realty and Midas Property are non-refundable, unless otherwise provided.** Except as described in this Disclosure Document, these fees are currently uniform as to all franchisees who receive this offer. We may, periodically, offer qualified prospective franchisees incentives to develop Midas Shops. See the "Incentive Programs" section of Item 5 for a description of these incentives. We reserve the right to change the type and amount of fees offered to new or renewing franchisees in the future, but have no immediate plans to do so.

A. Except as described below, you are required to pay to us, within 10 days after the close of each calendar month a royalty in the amount of 10% of the Franchised Unit's Net Revenues from the preceding month. Net Revenue includes all revenue from the Franchised Unit, exclusive of sales, use or gross receipts taxes. Except as described below, each calendar year, we will expend an amount equal to not less than one-half of the royalties we actually receive from our Midas franchisees for media costs, commissions and fees, production and other associated costs for marketing and promoting the products and services sold and performed by Midas Shops. For Co-Branding Shop franchises, the Net Revenues will be divided between those from the Midas segment of the business (the "Midas Net Revenues") and the SpeeDee segment of the business (the "SpeeDee Net Revenues") as we designate, with the Midas Net Revenues being applied as set forth in the preceding sentence or as otherwise described in this paragraph and 50% or 54.5% of the royalties based on the SpeeDee Net Revenues (5% or 6% of the total SpeeDee Net Revenues) being contributed to SpeeDee's separate advertising program. (See "Marketing Program" in Item 11). Under the Franchise Agreement (Exhibit D-1): (a) the royalty applicable to sales of motor vehicle tires and certain tire-related products and services (as described in the Franchise Agreement) is at a reduced rate of 6%; (b) the royalty applicable to sales of batteries (excluding related products and starting and charging services, including cables, mounting plates and brackets, installation, labor, diagnostic testing, road service and all other battery-related products, labor and services) is at a reduced rate of 2%; and (c) the royalty applicable to all "Exempt Sales" is at a rate of 0%. Under the Franchise Agreement, "Exempt Sales" means and is limited solely to the following: third party towing, third party rental car services and the cost of state inspection stickers. The reduced rate for Exempt Sales is expressly contingent upon you charging the applicable customer only an amount equal to your actual cost of providing the Exempt Sale in question. If you elect to charge a fee or other amount in excess of your actual cost of providing the Exempt Sale in question, the fee or other amount will be subject to the standard 10% royalty rate. In addition to the Franchise Agreement, you may, at your option, participate in the Fleet Program by signing the Fleet Amendment to the Franchise Agreement (the "Fleet Amendment") (Exhibit D-6). Under the Fleet Amendment, during the period from execution of the Fleet Amendment through January 31, 2025, the royalty percentage applicable to all fleet sales to "Qualifying Fleet Customers" is at a reduced rate of 7%. Under the Fleet Amendment, "Qualifying Fleet Customers" means any national or local fleet customer who participates in the Fleet Program and whose sales are processed by our designated transaction processor(s)/service provider(s). All other fleet transactions are subject to the royalty rates as described in the Franchise Agreement. The reduced fleet royalty will be effectuated through a two-step process. First, you will pay the full 10% royalty on your Net Revenue from Qualifying Fleet Customers. Next, we will, in a subsequent month, issue a corresponding credit to your trade account in an amount equal to 3% of your Net Revenue from Qualifying Fleet Customers for the applicable month. Under the Fleet Amendment, we will only be required to expend 2% of the Net Revenue from Qualifying Fleet Customers for the marketing described above during the period from execution of the Fleet Amendment through January 31, 2025. See the "Fleet Program" section in Item 8 for more information on the Fleet Program. If you acquire a Co-Branding Shop franchise and your Co-Branding Shop is located in a Designated Market Area, as defined by Nielsen Media Research, Inc. or its successor ("DMA"), in

which there are two or more then-currently operating SpeeDee retail outlets franchised by SpeeDee that pay SpeeDee a 6% advertising fee (the "SpeeDee DMAs"), your standard royalty rate on any SpeeDee Net Revenues shall increase to 11%. Currently the SpeeDee DMA's are: San Francisco, California; Sacramento/Stockton/Modesto, California; Salinas/Monterey, California; Fresno/Clovis, California; New Orleans, Louisiana; Boston, Massachusetts; Charlotte, North Carolina; Providence, Rhode Island/New Bedford, Massachusetts; Charleston, South Carolina; and Dallas/Ft. Worth, Texas. We reserve the right to modify the list of SpeeDee DMAs in the future.

B. You must pay the royalties on or before the 10th day of each month for the preceding month throughout the term and any renewal of the Franchise Agreement. You are required to pay the royalties by electronic payment transactions through automated clearing house debits ("ACH Debit"). At the same time you sign the Franchise Agreement (and at any other time during the term of the Franchise Agreement upon our request), you will be required to execute the "Authorization for Automated Clearing House Debits" (the "ACH Agreement") (Exhibit D-5). Under the ACH Agreement, you authorize us to debit funds from your bank account on or after the 10th day of each month for the amount of each monthly royalty due to us. The ACH Agreement also authorizes us, Midas Realty and Midas Property to debit from your account, on or after the first day of each month, the amount of trade account, rent, real estate taxes and other monetary obligations owed by you. Under the ACH Agreement, you will submit your monthly M2 sales report electronically, as required by Section 4.2 of the Franchise Agreement, by the 5th day of each month.

C. These warranty registration fees are required under the warranty registration program that became effective January 1, 2008. The current warranty program provides that we will assess a warranty registration fee against each Midas Shop's trade account in each instance that a Midas lifetime muffler, brake shoe, brake pad, shock or strut is installed and the corresponding warranty is registered with us. Under this warranty program, each Midas Shop's warranty registration expense will be clearly and separately identified on the Midas Shop's Trade Account Statement. See the "Midas Warranty Program and Registration Fees" section in Item 8 below.

D. The maximum cap on the transfer fee for transfers of additional Midas Shops after the first Midas Shop will only apply to the extent that the transfer has a simultaneous closing, not closings that are days, months or years apart. For instance, if you are currently transferring three shops at one time, the transfer fee for the first shop is $5,000, and the transfer fee for the second and third shops is $1,250 each, for a total transfer fee due to us of $7,500.

E. In addition to the Franchise Agreement, you may, at your option, participate in the Fleet Program by signing the Fleet Amendment. If you choose to participate in the Fleet Program, our third party billing processor, Sound Billing, LLC, a Wisconsin limited liability company doing business as "MyFleetCenter", charges a processing fee of 1.25% of the sales transactions billed to National Fleet Customers (defined in the Fleet Amendment). See the "Fleet Program" section in Item 8 for more information on the Fleet Program.

[Continued on following page]

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
FOR A NEW (8-Bay) MIDAS SHOP

(1) Type of Expenditure	(2) Estimated Amount or Low-High Range	(3) Method of Payment	(4) When Due	(5) To Whom Payment Is To Be Made
Initial Franchise Fee, Minimum Site Payment, or Deposit	$10,000 - $35,000 - see Note A	Generally, lump sum - see Note A	Paid at the time of execution of Franchise Agreement (if a deposit is paid with the Application, it will be applied toward this) – See Note A	Us
Marketing Support Program or Other Grand Opening Advertising	$20,000 - $25,000 -See Note B	As incurred	Paid at the time of execution of the Franchise Agreement (or approval of site), or as incurred with a third party	Us
Travel & Living Expenses while Training	$1,000 - $7,800 - see Note C	As incurred	Before opening, as incurred	Third Parties
Security Deposit, Licenses & Permits	$0 - $40,000 - see Note D	Lump sum	Before occupancy and/or at signing of lease or sublease	Midas Realty, Midas Property or Third Parties
Rent and Real Estate Taxes (3 months)	$15,000 - $60,000 - see Note E	As arranged - see Note E	First month's rent is due before occupancy and/or at signing of lease or sublease, then monthly	Midas Realty, Midas Property or Third Parties
Warranty Registration Fee (3 months)	$150 - $2,000 - see Note F	As incurred	The fee is added to the Franchised Unit's Trade Account Statement upon warranty registration, which payment is due, generally, by the 17th day of the month.	Us
Equipment & Tools	$52,500 – 375,000 - see Note G	As arranged	Before opening	Third Parties or Us
Shipping and Installation Costs - Equipment	$5,000 - $40,000	As incurred	Before opening	Third Parties
Computer, Hardware & Telephone System	$10,000 - $13,000	As arranged	Before opening	Third Parties

(1) Type of Expenditure	(2) Estimated Amount or Low-High Range	(3) Method of Payment	(4) When Due	(5) To Whom Payment Is To Be Made
Office & Waiting Room Furniture & Point of Purchase Materials	$10,000 - $30,000 - see Note H	As arranged	Before opening	Third Parties
Branding	$10,000 - $40,000 - see Note I	As incurred	Before opening	Third Parties
Shipping and Installation Costs - Signage	$5,000 - $25,000	As incurred	Before opening	Third Parties
Initial Inventory & Supplies	$25,000 - $100,000 - see Note J	As arranged	Before opening	Third Parties or Us
R.O. Writer Software, Installation, and Training Fees	$0 - $12,500 - see Note K	As incurred	Upon execution of agreement with CRI	CRI (See Item 11)
R.O. Writer Software Maintenance Fee (3 months)	$0 - $1,200 - see Note K	As incurred	Monthly, via credit card or ACH	CRI (See Item 11)
Smart eCat Epicor Parts & Labor Guide Subscription (3 months)	$0 - $390 - see Note K	As incurred	Monthly, via credit card or ACH	CRI (See Item 11)
Insurance (3 months)	$1,500 - $4,500 –see Note L	As arranged	Before opening	Third Parties
Legal & Accounting	$1,000 - $3,500 - see Note M	As arranged	As incurred	Third Parties
Additional Funds (3 months)	$40,000 - $65,000 – see Note N	As needed	As incurred	Third Parties
Miscellaneous	$3,000 - $5,000 - see Note O	As needed	As incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT	$209,150 - $884,890 – see Note P			

NOTES: General Note: We are relying on our years of experience in the automotive repair and service business to compile these estimates. The initial investment, as well as the availability and terms of financing, will also vary considerably depending on the methods and amount of financing, your

creditworthiness, collateral you may have and lending policies of financial institutions. The equipment and other items are shown in full, although they may be financed or leased. You are encouraged to discuss the operations of the Midas Shop with Midas franchisees. (See Exhibits A-1 and A-2 for lists of current and former Midas franchisees.) You should also review these figures carefully with a business advisor before making any decision to purchase the Midas Shop franchise. **None of the fees or payments to us listed in this Item are refundable, unless otherwise provided. Payments to third parties may or may not be refundable depending on your agreement with such third parties; however, usually such payments are nonrefundable.**

A. **Initial Franchise Fee or Minimum Site Payment.** See Item 5 for a description of the range of initial franchise fees (under applicable incentive programs this fee may be waived or reduced) and the Minimum Site Payment. If an Application deposit is required, the deposit of $10,000 is applied towards the initial franchise fee or Minimum Site Payment, as applicable. All initial franchise fees are deemed fully earned once we receive them and are non-refundable, except that the $10,000 Application deposit may be refundable under limited circumstances where we reject or terminate the Application, and a portion of the initial franchise fee paid may be refundable if we and you are unable to obtain our approval of a site, all as described above in Item 5.

B. **Marketing Support Program or Other Grand Opening Advertising.** If applicable, you will pay the Franchisee Commitment Funds as described in the "Marketing Support Program" section in Item 5 to us upon signing the Franchise Agreement or at the later date that your site is selected. You will sign the Marketing Funds Agreement in Exhibit D-11.

C. **Travel & Living Expenses While Training.** You are responsible for all transportation, lodging, meals and other expenses associated with the Operations Training Program for you and your managers and employees. There is no charge for the training itself. The expenses estimated in this Item are for 1 person to attend training. The amount will vary depending on travel distance and mode of travel, lodging requirements, and other related personal costs.

D. **Security Deposit, Licenses & Permits.** You may be required to pay a security deposit for the leased premises. Typically, a security deposit will be equal to the amount of one or two months' rent and taxes, but this amount may vary depending upon negotiations with the landlord. Generally, the security deposit is refundable to the extent it is not applied. Various permits may be required and may include building inspection fees and occupational license fees. Utility companies may also require a deposit before the installation of utilities and telephones. We cannot provide a meaningful estimate of these expenses, as these fees depend on local market conditions unknown to us.

E. **Rent and Real Estate Taxes.** Common locations for Midas Shops are in retail and commercial areas. A Midas Shop (8-bay) generally has 4,500 to 5,500 square feet. Typically, you will enter into a third party lease for the property of your Franchised Unit and negotiate your own payment terms. If Midas Realty or Midas Property own or lease the property, Midas Realty or Midas Property will lease or sublease the Franchised Unit to you. Alternatively, you may acquire the land and construct the improvements yourself. The cost of purchasing acceptably located real estate is estimated to be between $600,000 and $1,200,000. The cost of constructing a typical Midas Shop is estimated to range between $900,000 and $1,200,000. These estimates in this table assume that you will lease your premises. You may also be required to pay property taxes and other leasehold costs. Your rent and taxes will vary depending upon the location of the retail space, size and condition of the premises, local market conditions, and other factors. Where the rent is lower, remodeling the premises may require $25,000 to $150,000 in additional expense.

F. **Warranty Registration Fee.** These warranty registration fees are required under the warranty registration program that became effective January 1, 2008. The current warranty program provides that we will assess a warranty registration fee against each Midas Shop's trade account in each

instance that a Midas lifetime muffler, brake shoe, brake pad, shock or strut is installed and the corresponding warranty is registered with us. Under this warranty program, each Midas Shop's warranty registration expense will be clearly and separately identified on the Midas Shop's Trade Account Statement. See the "Midas Warranty Program and Registration Fees" section in Item 8 below.

G. **Equipment & Tools.** You must have the following equipment for the operation of your Franchised Unit: oil lubrication and dispensing, tune-up, brake lathes and accessories, air conditioning, radiator flush, lifts, transmission flush, alignment, fluid maintenance, exhaust, compressors, tire machines, tools and other miscellaneous equipment. The equipment and tools may be used. The cost of this equipment may vary depending upon whether the equipment is purchased new, purchased used or leased. The cost estimates shown here assume the equipment is purchased new. The equipment cost estimates do not include applicable sales and use tax, if any. If the equipment is purchased from us, you will receive a monthly Trade Account Statement, which encompasses, approximately, a 30-day billing, and reflects all open invoices and credit memos and indicates the date by which the net balance is due for payment, which is, in most cases (depending on the billing cycle), by the 17th day of the month. Otherwise, payment will be made directly to the third party or vendor according to their payment terms. We do not finance any of these costs. However, we may assist you in locating financing opportunities from third party vendors.

H. **Office & Waiting Room Furniture.** You must purchase or lease furniture for your business office and customer lounge and fixtures as well as point-of-sale materials according to our specifications, as described in the Manual or other written communications. The amount in the tables includes shipping and installation.

I. **Branding.** You must purchase certain interior and exterior signs for the identification of your Franchised Unit according to our specifications, as described in the Manual or other written communications.

J. **Initial Inventory & Supplies.** You must purchase initial inventory and supplies for the operation of the Franchised Unit. Items purchased from us will be included on the Trade Account Statement, the net balance of which is due for payment, in most cases (depending on the billing cycle), by the 17th day of the month. For items purchased from third party vendors, payment will be due according to the vendors' credit terms.

K. **R.O. Writer System.** The fees related to the R.O. Writer system are paid to our third party supplier, CRI (defined in Item 8). This system is required to be used by new franchisees, and is recommended for other franchisees. Prices are as of the date of this Disclosure Document, which CRI may increase or otherwise change periodically.

L. **Insurance.** This is the estimated cost for the required insurance described in Item 8.

M. **Legal & Accounting.** This item is the estimated cost of basic legal and accounting services provided to you by legal and accounting firms and includes legal and administrative fees and costs for corporate or other business entity organization start-up.

N. **Additional Funds.** The disclosure laws require us to include this estimate of all costs and expenses to operate your Franchised Unit during the "initial period" of the business, which is defined as three months or a longer period if "reasonable for the industry." We are not aware of any established longer "reasonable period," so our disclosures cover a three-month period. This entry estimates additional funds you may need for the first three months of operation, including payroll costs (but not including any draw or salary for you) and working capital for other expenses that could exceed

receipts. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the Franchised Unit. Your costs will depend on factors such as: to what extent you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for our services; the prevailing wage rate; competition; and the sales level reached during the initial period.

O. **Miscellaneous.** You may incur other expenses due to local requirements and/or to purchase additional items of equipment.

P. **Total Estimated Initial Investment.** This table does not include royalties. This total assumes that the real property and building for the Franchised Unit will be leased by you. Amounts for the lease depend on factors such as rental rates and land and building costs in your area, and whether or not the landlord requires you to pay first and last month's rent in advance. These figures also do not include the cost of any investigation into or compliance with various Federal, state or local environmental laws, statutes, regulations or ordinances relating to the use, handling, treatment, storage, disposal and recycling of oil, used oil, oil filters and other substances which are designated to be hazardous.

YOUR ESTIMATED INITIAL INVESTMENT
TO CONVERT AN OPERATING OR PREVIOUSLY OPERATED
AUTOMOTIVE REPAIR FACILITY TO A MIDAS SHOP

(1) Type of Expenditure	(2) Estimated Amount or Low-High Range	(3) Method of Payment	(4) When Due	(5) To Whom Payment Is To Be Made
Initial Franchise Fee, Minimum Site Payment, or Deposit	$10,000 - $35,000 - see Note A	Generally, lump sum - See Note A	Paid at the time of execution of Franchise Agreement (if a deposit is paid with the Application, it will be applied toward this) - See Note A	Us
Marketing Support Program or Other Grand Opening Advertising	$20,000 - $25,000 -See Note B	As incurred	Paid at the time of execution of the Franchise Agreement (or approval of site), or as incurred with a third party	Us
Travel & Living Expenses while Training	$1,000 - $7,800 - see Note C	As incurred	Before opening, as incurred	Third Parties
Security Deposit, Licenses & Permits	$0 - $40,000 - see Note D	Lump sum	Before occupancy and/or at signing of lease or sublease	Midas Realty, Midas Property or Third Parties
Rent and Real Estate Taxes (3 months)	$15,000 - $60,000 - see Note E	As arranged - see Note E	First month's rent is due before occupancy and/or at signing of lease or sublease, then monthly	Midas Realty, Midas Property or Third Parties

(1) Type of Expenditure	(2) Estimated Amount or Low-High Range	(3) Method of Payment	(4) When Due	(5) To Whom Payment Is To Be Made
Warranty Registration Fee (3 months)	$150 - $2,000 - see Note F	As incurred	The fee is added to the Franchised Unit's Trade Account Statement upon warranty registration, which payment is due, generally, by the 17th day of the month.	Us
Equipment & Tools	$0 - $375,000 - see Note G	As arranged	Before opening	Third Parties or Us and Third Parties
Shipping and Installation Costs - Equipment	$0- $40,000	As incurred	Before opening	Third Parties
Computer, Hardware & Telephone System	$10,000-$30,000	As arranged	Before opening	Third Parties
Office & Waiting Room Furniture & Point of Purchase Materials	$2,000-$13,000 - see Note H	As arranged	Before opening	Third Parties
Branding	$0- $40,000 - see Note I	As incurred	Before opening	Third Parties
Shipping and Installation Costs - Signage	$0- $25,000	As incurred	Before opening	Third Parties
Initial Inventory & Supplies	$0 - $100,000 - see Note J	As arranged	Before opening	Third Parties, Designated Suppliers and/or Us
R.O. Writer Software, Installation and Training Fees	$0 - $12,500 - see Note K	As incurred	Upon execution of agreement with CRI	CRI (See Item 11)
R.O. Writer Software Maintenance Fee (3 months)	$0 - $1,200 - see Note K	As incurred	Monthly, via credit card or ACH	CRI (See Item 11)
R.O. Writer Data Conversion Fee	$0 - $750 - see Note K	As incurred	Before opening	CRI (See Item 11)

(1) Type of Expenditure	(2) Estimated Amount or Low-High Range	(3) Method of Payment	(4) When Due	(5) To Whom Payment Is To Be Made
Smart eCat Epicor Parts & Labor Guide Subscription(3 months)	$0 - $390 - see Note K	As incurred	Monthly, via credit card or ACH	CRI (See Item 11)
Insurance (3 months)	$1,500 - $4,500 –see Note L	As arranged	Before opening	Third Parties
Legal & Accounting	$1,000 - $3,500 - see Note M	As arranged	As incurred	Third Parties
Additional Funds (3 months)	$40,000 - $65,000 – see Note N	As needed	As incurred	Third Parties
Miscellaneous	$3,000 - $5,000 - see Note O	As needed	As incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT	$103,650 - $885,640 – see Note P			

NOTES: General Note: We are relying on our years of experience in the automotive repair and service business to compile these estimates. The initial investment, as well as the availability and terms of financing, will also vary considerably depending on the methods and amount of financing, your creditworthiness, collateral you may have and lending policies of financial institutions. The equipment and other items are shown in full, although they may be financed or leased. You are encouraged to discuss the operations of the Midas Shop with Midas franchisees. (See Exhibits A-1 and A-2 for lists of current and former Midas franchisees.) You should also review these figures carefully with a business advisor before making any decision to purchase the Midas Shop franchise. **None of the fees or payments to us listed in this Item are refundable, unless otherwise provided. Payments to third parties may or may not be refundable depending on your agreement with such third parties; however, usually such payments are nonrefundable.**

A. **Initial Franchise Fee or Minimum Site Payment.** See Item 5 for a description of the range of initial franchise fees (under applicable incentive programs this fee may be waived or reduced) and the Minimum Site Payment. If an Application deposit is required, the deposit of $10,000 is applied towards the initial franchise fee or Minimum Site Payment, as applicable. All initial franchise fees are deemed fully earned once we receive them and are non-refundable, except that the $10,000 Application deposit may be refundable under limited circumstances where we reject or terminate the Application, and a portion of the initial franchise fee paid may be refundable if we and you are unable to obtain our approval of a site, all as described above in Item 5.

B. **Marketing Support Program or Other Grand Opening Advertising.** If applicable, you will pay the Franchise Commitment Funds as described in the "Marketing Support Program" section in Item 5 to us upon signing the Franchise Agreement or at the later date that your site is selected. You will sign the Marketing Funds Agreement in Exhibit D-11.

C. **Travel & Living Expenses While Training.** You are responsible for all transportation, lodging, meals and other expenses associated with the Operations Training Program for you and your managers and employees. There is no charge for the training itself. The expenses estimated in this Item are for 1 person to attend training. The amount will vary depending on travel distance and mode of travel, lodging requirements, and other related personal costs.

D. **Security Deposit, Licenses & Permits.** You may be required to pay a security deposit for the leased premises. Typically, a security deposit will be equal to the amount of one or two months' rent and taxes, but this amount may vary depending upon negotiations with the landlord. Generally, the security deposit is refundable to the extent it is not applied. Various permits may be required and may include building inspection fees and occupational license fees. Utility companies may also require a deposit before the installation of utilities and telephones. We cannot provide a meaningful estimate of these expenses, as these fees depend on local market conditions unknown to us.

E. **Rent and Real Estate Taxes.** When you are converting an operating or previously operated automotive repair facility to a Midas Shop, typically, you will enter into a third party lease for the property of your Franchised Unit and negotiate your own payment terms, or you may acquire (or already own) the land and construct the building and improvements yourself. You may also be required to pay property taxes and other leasehold costs. Your rent and taxes will vary depending upon the location of the retail space, size, condition of the premises, local market conditions, and other factors. Where the rent is lower, remodeling the premises may typically require $25,000 to $100,000 in additional expense.

F. **Warranty Registration Fee.** These warranty registration fees are required under the warranty registration program that became effective January 1, 2008. The current warranty program provides that we will assess a warranty registration fee against each Midas Shop's trade account in each instance that a Midas lifetime muffler, brake shoe, brake pad, shock or strut is installed and the corresponding warranty is registered with us. Under this warranty program, each Midas Shop's warranty registration expense will be clearly and separately identified on the Midas Shop's Trade Account Statement. See the "Midas Warranty Program and Registration Fees" section in Item 8 below.

G. **Equipment & Tools.** You must have the following equipment for the operation of your Franchised Unit: oil lubrication and dispensing, tune-up, brake lathes and accessories, air conditioning, radiator flush, lifts, transmission flush, alignment, fluid maintenance, exhaust, compressors, tire machines, tools and other miscellaneous equipment. The cost of this equipment may vary depending upon whether you already have some or all of this equipment or if the equipment is purchased new, purchased used or leased. The cost estimates shown here assume the equipment is purchased new. The equipment cost estimates do not include applicable sales and use tax, if any. If the equipment is purchased from us, you will receive a monthly Trade Account Statement, which encompasses, approximately, a 30-day billing, and reflects all open invoices and credit memos and indicates the date by which the net balance is due for payment, which is, in most cases (depending on the billing cycle), by the 17th day of the month. Payment to a third party or vendor will be made directly to the third party or vendor according to its payment terms. We do not finance any of these costs. However, we may assist you in locating financing opportunities from third party vendors.

H. **Office & Waiting Room Furniture.** You must purchase or lease furniture for your business office and customer lounge and fixtures as well as point-of-sale materials according to our specifications, as described in the Manual or other written communications. The amount in the tables includes shipping and installation.

I. **Branding.** You must purchase certain interior and exterior signs for the identification of your Franchised Unit according to our specifications, as described in the Manual or other written communications.

J. **Initial Inventory & Supplies.** You must have an adequate amount of inventory and supplies for the operation of the Franchised Unit. Items purchased from us will be included on the Trade Account Statement, the net balance of which is due for payment, in most cases (depending on the billing cycle), by the 17th day of the month. For items purchased from third party vendors, payment will be due according to the vendors' credit terms.

K. **R.O. Writer System.** The fees related to the R.O. Writer system are paid to our third party supplier, CRI (defined in Item 8). This system is required to be used by new franchisees, and is recommended for other franchisees. Prices are as of the date of this Disclosure Document, which CRI may increase or otherwise change periodically.

L. **Insurance.** This is the estimated cost for the required insurance described in Item 8.

M. **Legal & Accounting.** This item is the estimated cost of basic legal and accounting services provided to you by legal and accounting firms and includes legal and administrative fees and costs for corporate or other business entity organization start-up.

N. **Additional Funds.** The disclosure laws require us to include this estimate of all costs and expenses to operate your Franchised Unit during the "initial period" of the business, which is defined as three months or a longer period if "reasonable for the industry." We are not aware of any established longer "reasonable period," so our disclosures cover a three-month period. This entry estimates additional funds you may need for the first three months of operation, including payroll costs (but not including any draw or salary for you) and working capital for other expenses that could exceed receipts. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the Franchised Unit. Your costs will depend on factors such as: to what extent you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for our services; the prevailing wage rate; competition; and the sales level reached during the initial period.

O. **Miscellaneous.** You may incur other expenses due to local requirements and/or to purchase additional items of equipment.

P. **Total Estimated Initial Investment.** This table does not include royalties. This total assumes that the real property and building for the Franchised Unit will be leased by you. Amounts for the lease depend on factors such as rental rates and land and building costs in your area, and whether or not the landlord requires you to pay first and last month's rent in advance. These figures also do not include the cost of any investigation into or compliance with various Federal, state or local environmental laws, statutes, regulations or ordinances relating to the use, handling, treatment, storage, disposal and recycling of oil, used oil, oil filters and other substances which are designated to be hazardous.

YOUR ESTIMATED INITIAL INVESTMENT
TO SIGN AN AREA DEVELOPMENT AGREEMENT

Except for the Development Fee (see Item 5), there is no additional initial investment required under the Area Development Agreement. A portion of the Development Fee is applied against the initial franchise fee for each Midas Shop you open under the Area Development Agreement. You will incur the estimated initial investment described above for each Midas Shop franchise that you open and operate whose Franchise Agreement is covered by your Area Development Agreement.

YOUR ESTIMATED INITIAL INVESTMENT
FOR ADDITIONAL AMOUNTS TO ACQUIRE A CO-BRANDING SHOP FRANCHISE

If you sign a Co-Branding Amendment to acquire a Co-Branding Shop franchise, then, in addition to those expenses listed in the first or second table of this Item 7, as applicable, you will incur the following additional expenses:

(1) Type of Expenditure	(2) Estimated Amount or Low-High Range	(3) Method of Payment	(4) When Due	(5) To Whom Payment Is To Be Made
Oil Change Bay Lift Costs	$0 - $28,000 -see Note A	As incurred	Before opening	Third Parties or Us
Additional Equipment & Tools	$0 - $36,000 -see Note B	As incurred	Before opening	Third Parties or Us
Emissions (smog) Analyzer	$0 - $40,000 -see Note B	As incurred	Before opening	Third Parties or Us
Shipping and Installation Costs - Equipment	$0 - $11,000	As incurred	Before opening	Third Parties
Office & Waiting Room Furniture	$2,000 - see Note C	As arranged	Before opening	Third Parties
Branding & Exterior Improvements	$11,000 - $25,000 -see Note D	As arranged	Before opening	Third Parties
Shipping and Installation Costs - Signage	$3,550 - $10,000	As incurred	Before opening	Third Parties
Initial Inventory	$0 - $5,000 - see Note E	As arranged	Before opening	Third Parties or Us
TOTAL ESTIMATED ADDITIONAL INITIAL INVESTMENT	$16,550 - $157,000			
Total Investment Under Preceding Tables	$103,650 - $885,640			
TOTAL ESTIMATED INVESTMENT FOR CO-BRANDING SHOP	$120,200 - $1,042,640 - see Note F			

NOTES: General Note: We are relying on our years of experience in the automotive repair and service business to compile these estimates. The initial investment, as well as the availability and terms of financing, will also vary considerably depending on the methods and amount of financing, your creditworthiness, collateral you may have and lending policies of financial institutions. The equipment and other items are shown in full, although they may be financed or leased. You are encouraged to discuss the operations of the Co-Branding Shop with Co-Branding Shop franchisees. (See Exhibits A-3 and A-4 for lists of current and former Co-Branding Shop franchisees.) You should also review these figures carefully with a business advisor before making any decision to purchase the Co-Branding Shop franchise. **None of the fees or payments to us listed in this Item are refundable, unless otherwise provided. Payments to third parties may or may not be refundable depending on your agreement with such third parties; however, usually such payments are nonrefundable.**

This table represents the additional initial cost beyond the costs set forth in the first or second table of this Item 7, as applicable, for these items needed to make your Midas Shop into a Co-Branding Shop.

A. **Oil Change Bay Lift Costs.** There are basically two options in converting a Midas Shop into a Co-Branding Shop: (a) utilizing the two lifts in bays #1 and #2 that will use for your Midas Shop, or (b) adding additional specialty lifts in bays #1 and #2.

B. **Equipment & Tools**. You must obtain the following additional equipment to make your Midas Shop into a Co-Branding Shop (to the extent you do not already own these pieces of equipment): oil lubrication and dispensing, and emissions (smog) analyzer (if applicable). The cost of this equipment may vary depending upon whether the equipment is purchased new, purchased used or leased. The cost estimates shown here assume the equipment is purchased new. The provided cost range includes a bulk oil distribution capability for 5W20 oil and contemplates using existing bulk waste oil and 5W30 tanks. The equipment cost estimates do not include applicable sales and use tax, if any. If the equipment is purchased from us, you will receive a monthly Trade Account Statement, which encompasses, approximately, a 30-day billing, and reflects all open invoices and credit memos and indicates the date by which the net balance is due for payment, which is, in most cases (depending on the billing cycle), by the 17th day of the month. Otherwise, payment will be made directly to the third party vendor according to its payment terms. Emissions (smog) analyzer costs, if applicable, can vary greatly depending on whether your Franchised Unit is located in an "enhanced" area or not. We do not finance any of these costs. However, we may assist you in locating financing opportunities from third party vendors.

C. **Office & Waiting Room.** You must purchase additional point of purchase materials for your customer waiting area according to our specifications, as described in the Manual or other written communications.

D. **Branding & Exterior Improvements.** You must purchase certain additional interior and exterior signs for the identification of your Midas Shop as a Co-Branding Shop according to our specifications, as described in the Manual or other written communications. These costs represent the minimum requirements for Shops facing the street or that are perpendicular to the street.

E. **Initial Inventory**. You must purchase additional inventory and supplies for the operation of your Midas Shop as a Co-Branding Shop. Items purchased from us will be included on the Trade Account Statement, the net balance of which is due for payment, in most cases (depending on the billing cycle), by the 17th day of the month. For items purchased from third party vendors, payment will be due according to the vendors' credit terms

F. **Total Estimated Additional Initial Investment**. This table does not include royalties. This total assumes that the real property and building for your Franchised Unit will be leased by you. Amounts

for the lease depend on factors such as rental rates and land and building costs in your area, and whether or not the landlord requires you to pay first and last month's rent in advance. These figures also do not include the cost of any investigation into or compliance with various Federal, state or local environmental laws, statutes, regulations or ordinances relating to the use, handling, treatment, storage, disposal and recycling of oil, used oil, oil filters and other substances which are designated to be hazardous.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to maintain the reputation, goodwill, high standards, quality and uniformity of the Franchised System, there are certain goods, services, supplies, fixtures, equipment, inventory, computer hardware and software and real estate ("Products & Services") that you are required to purchase or lease directly from us, from our designated sources, from our approved suppliers or according to our specifications. Except as described below, you can currently purchase Products & Services from any supplier, without obtaining our prior approval. However, we reserve the right to require that in the future you purchase or lease certain Products & Services from us, our affiliate, designee, named supplier or according to other restrictions we may place on suppliers.

We issue specifications regarding certain Products & Services that you are required to purchase or lease to operate your Franchised Unit ("Required Products & Services"). Our specifications may include minimum requirements or standards for building size and style, zoning, signs, equipment, quality, quantity, delivery, performance, design, appearance, durability, style, warranties, price range and other related restrictions. We consider these specifications to be of critical importance to the success of the Franchise System. The specifications we issue on Required Products & Services are described in the Manual or other written communications. We may periodically update these specifications as described below. The current list of Required Products & Services is described in this Item 8.

Except as noted below and for your warranties and Fleet Program, you can purchase Required Products & Services from any supplier (the exclusive providers for your warranties and Fleet Program are described below) without our approval. However, to ensure quality control, uniformity, marketing, and obtain marketing contribution benefits, we reserve the right to require that in the future you purchase or lease certain Required Products & Services from us, our affiliate, designee, named supplier or according to other restrictions we may place on suppliers. In the event we designate an approved supplier and that supplier agrees to make marketing contributions and/or other payments with respect to the approved product, conditioned on use, sales or otherwise, all payments will be made to us or an entity approved by us and will be spent by us in a manner consistent with restrictions or conditions imposed by the approved supplier. We may also benefit from the marketing contribution and other programs of approved suppliers.

We will periodically issue and modify our specifications applicable to Products & Services and any restrictions applicable to your purchase of Required Products & Services from suppliers in the Manual, other written communications or upon the request of a franchisee.

If you propose to purchase or lease any Products & Services that we have not approved in writing or if you propose that we designate your proposed supplier as an approved supplier, because you believe they meet our specifications, you must first notify us of your proposal in writing and provide us information we may require to determine whether the proposed Products & Services and/or supplier meet our specifications. We may require that your proposal include, among other things, submission of sufficient specifications, photographs, drawings, samples, financial information, delivery capabilities, integrity of ownership and other related information we may request to determine whether the Products & Services and/or supplier meets our specifications. We may also require, as part of our evaluation process, that the supplier or manufacturer of your proposed Products & Services or your proposed supplier meet with us at one of our corporate offices. These costs will typically be borne by the supplier or

manufacturer. If you use Products & Services that do not meet our specifications, we may force you to stop using them.

We will advise you within a reasonable time, which will typically be within 30 days of our receipt of all of the information that we request, whether the proposed Products & Services and/or supplier meets our specifications. If approved, Products & Services and/or designated suppliers must maintain our standards in accordance with written specifications and any modifications to the specifications. Failure to correct a deviation from our specifications will result in the termination of status as approved Products & Services and/or designated supplier. You will be notified, in writing, of our approval or disapproval of the proposed Products & Services and/or supplier and of revocation of any approved Products & Services and/or designated suppliers.

Neither we nor our affiliates derive revenue from the sale of the Required Products & Services, except as described in this Disclosure Document.

Bulk Oil and Lubricants. You are required to purchase and only use the approved brands of bulk oil and lubricants that meet or exceed American Petroleum Institute ("API") and any other required performance certifications such as those manufactured by a nationally recognized brand. We recommend, but do not currently require, that you purchase Valvoline brand bulk oil and lubricants from Valvoline due to Valvoline's competitive pricing, brand recognition, specific marketing & support programs.

If you choose to participate in our recommended program with Valvoline you will receive our pre-negotiated competitive pricing and terms as part of that program. We may designate other approved brands or suppliers for bulk oil in the future, and you must comply with any requirements on brands and suppliers of bulk oil that we establish.

Participation in any bulk oil and lubricant programs or the signing of any contracts with any bulk oil supplier is entirely voluntary and is not required by us. Any documents pertaining to your relationship with any bulk oil supplier are prepared solely by that bulk oil supplier and are subject to change at their discretion. In some cases you may be required to sign certain supply and reimbursement contracts whereby you agree to purchase a minimum percentage of certain, specified product needs from that bulk oil supplier. We do not recommend that you sign a supply contract that requires you to purchase a minimum amount of product from the supplier. One or more of these bulk oil suppliers may permit you to purchase the approved brands of bulk oil from them without participating in any programs and without signing any contracts, but subject to their credit approval of you.

While you are required to purchase only approved brands of bulk oil and lubricants, you may also purchase other quality brands of case good motor oil and lubricant product needs from other suppliers, although, in some instances, you may not be permitted to use non-Shell, non-Valvoline, non-Exxon Mobil or non-Chevron products in conjunction with equipment purchased from or financed by Shell, Valvoline, Exxon Mobil or Chevron, respectively. If you do enter into a contract with an oil supplier, it is your responsibility to ensure that you are not prohibited from purchasing another supplier's brand of case good motor oil, ensuring that you retain the ability to meet your customer brand needs.

Equipment and Inventory. You are required to purchase certain equipment and inventory to operate your Franchised Unit. Currently, the types of equipment you are required to purchase are as follows: oil lubrication and dispensing, tune-up, brake lathes and accessories, air conditioning, radiator flush, lifts, computer hardware and software, transmission flush, alignment, fluid maintenance, exhaust, compressors, tire machines, tools and other miscellaneous equipment. You are also required to purchase the types of inventory necessary for you to sell the products and services described in the Franchise Agreement and in the Manual, including but not limited to, those products and services listed on Schedule A to the Franchise Agreement, including brake system services, exhaust system services, suspension

services, wheel alignment, starting and charging services, heating and cooling services, tire related services, and scheduled and general maintenance services. At the present time, you may purchase the required equipment and inventory from any supplier, including, for certain equipment and inventory, from us. We can recommend suppliers for certain equipment and inventory. We evaluate these recommended suppliers by reviewing their product quality, product pricing, product performance, product availability, services provided, product guarantees and through internal and external referrals. If we or our affiliates sell or lease equipment and inventory to you, we or our affiliates may mark-up the prices charged to franchisees and derive a reasonable amount of income from these transactions. We may negotiate for discounted prices for equipment and inventory with suppliers, and you may, in that event, purchase at the discounted price.

We may establish minimum inventory and inventory mix requirements for any items from time to time, and you are required to comply with any such policies and procedures. As of the date of this Disclosure Document, our policies require that each Midas Shop maintain a tire inventory of no less than 160 tires.

Midas Products. You are required to purchase approved Midas products from Midas, Midas' affiliates or Midas' approved suppliers to fulfill the public demands of the Shop. We issue and periodically modify these specifications and the names of approved products or approved suppliers. You may purchase the approved Midas products from any supplier as long as they meet our specifications.

Point-of-Sale System and Technical Information Systems. To promote uniformity and quality in your operations and services you render, we require you to use certain designated computer components. You are required to purchase hardware according to our specifications to operate a point-of-sale software system and perform certain functions at your Franchised Unit. You are required to license a point-of-sale software system for your Franchised Unit that can perform the functions that we require (as described in Item 11).

If you are a new franchisee (not an existing franchisee exercising successor franchise rights for a Midas Shop or acquiring a franchise for an additional Midas Shop), you are required to use the R.O. Writer point-of-sale system in your Franchised Unit. In other cases, you may purchase the hardware and license the software from any supplier. However, we nonetheless recommend that you use the R.O. Writer point-of-sale system in your Franchised Unit. In addition to providing the functions we require, R.O. Writer software offers an integrated customer management and marketing tool as well as an external accounting system interface and data management application. The R.O. Writer point-of-sale software is owned by Constellation R.O. Writer Inc. ("CRI"), a company with whom we are not affiliated. Currently, the R.O. Writer point-of-sale software system is comprised of the R.O. Writer shop management software and Smart eCat Epicor online parts and labor guide. CRI licenses the R.O. Writer System to new Midas franchisees and franchisees in good standing. CRI reserves the right to change the fees or require new fees to be charged for the licensing and use of the R.O. Writer system periodically.

If you are required to acquire the R.O. Writer software, you must hire CRI or its designated supplier to install that software for you. Also, if you are purchasing a Franchised Unit that currently uses R.O. Writer software or you are converting to R.O. Writer from another point-of-sale system, you must hire CRI to install, upgrade, and configure the R.O. Writer system for the same installation fee. Otherwise, you may hire CRI or its designated supplier for that purpose in your discretion. If you are a new franchisee, you must purchase and participate in initial training and go-live support from CRI. Further, any franchisees that use the R.O. Writer point-of-sale system are required to purchase software support from CRI, which includes periodic software updates. There are additional modules available for the R.O. Writer point-of-sale system for additional charges. You will pay the fees associated with the installation and ongoing license, and any additional modules, directly to CRI.

Regardless of the point-of-sale software system you choose, you are also solely responsible for updating the system in a timely manner, as we require and/or as new electronic parts catalogs, pricing and/or software updates become available. In addition, we may, from time to time and at any time, change the software and hardware specifications and require that you purchase or license other products.

You are required to have high-speed Internet access if available in your area to receive software updates and for e-mail communication with us.

Midas Warranty Program and Registration Fees. An important feature of the Franchised System is the requirement that the retail customer be provided a written warranty on certain products which will be honored at all Midas Shops. You are required to honor these warranties, regardless of who issues the warranties, in accordance with their terms and with the policies we periodically issue in the Manual or other written communications. For example, the current warranty on most Midas-lifetime warranted mufflers provides for free replacement of the muffler (labor charges extra after the first year) for as long as the customer owns the vehicle on which it was installed. Under the Midas warranty program, you are reimbursed for replacement parts provided to customers under properly registered warranties. Under our current policy, we credit you with 100% of the cost* of the current equivalent of the newly installed part, but only if the product is an approved product, properly registered with us on or after January 1, 2008 and the request for warranty reimbursement is submitted in the proper manner following the applicable manufacturers' 12-month defective product warranty period. This credit is 83% of the cost* of the current equivalent of the newly installed part if the product meets the above criteria and is purchased from an approved vendor but was properly registered with us prior to January 1, 2008. A similar warranty program exists with respect to brake shoes, brake pads, shocks and struts, except that we credit you with 100% of the cost* of the current equivalent of the newly installed part if the request for warranty reimbursement is submitted in the proper manner following the applicable manufacturers' defective warranty period. The initial registration of the warranted product and all requests for credit under these warranty programs are required to be submitted to the Midaslink Warranty Department electronically through the R.O. Writer point-of-sale system, or another Midas approved point-of-sale system, in order to qualify for reimbursement. (See Item 11.) We may periodically, on a prospective basis, modify, add to, or discontinue our product warranties and our policy with respect to warranty reimbursement without liability to our franchisees.

* The cost amount you will be reimbursed is the current preferred vendor equivalent stocking cost of purchasing Midas approved brake pads, brake shoes, mufflers, shocks and struts.

Under our current warranty program, we assess and you are required to pay us a warranty registration fee that is charged against your Franchised Unit's trade account each time a lifetime guaranteed muffler, brake shoe, brake pad, shock or strut is installed and the corresponding warranty is registered with us. Under this program, your Franchised Unit's warranty registration expense will be clearly and separately identified on your Trade Account Statement. The warranty registration fees we collect from Midas Shop franchisees will be used to redeem future warranty claims on parts originally installed on or after January 1, 2008. The warranty registration fees for each lifetime product category are established in consultation with the International Midas Dealers Association, a North American Midas franchisee association, and can be adjusted by us at any time. The current warranty registration fees are:

Brake pads or shoes:	$2.43 per axle
Mufflers	$4.80 each
Shocks and Struts	$1.04 each

The Midas warranty program described above does not apply to road hazard damage to tires, which is covered by a separate warranty as described below.

Midas Touch Road Hazard Warranty Program and Fees. Midas also has established a "Midas Touch Road Hazard Warranty Program" for tires. We currently designate a single supplier, Sonsio, to administer this program. Franchisees are not currently required to offer the Midas Touch Road Hazard Warranty Program or any other warranty on the tires they sell that is not provided by the manufacturer. However, franchisees will be required to offer only the designated Midas Touch Road Hazard Warranty Program if they offer a road hazard tire warranty. In certain cases and at our discretion, we may permit a franchisee to offer a different warranty program upon the franchisee's request, provided that the program meets our current requirements, which requirements may vary by state and will include demonstrating to us that such program complies with the warranty laws in their states. Franchisees who offer the Midas Touch Road Hazard warranty must honor the the Midas Touch Road Hazard warranty sold by any Midas Shop, subject to certain reimbursement rights related to such services as dictated by the current warranty program. The fees associated with the Midas Touch Road Hazard Warranty Program are paid to Sonsio. The fees and payment terms are subject to change from time to time upon notice from us or Sonsio. The full terms related to the Midas Touch Road Hazard Warranty Program are described in the Manual and in other standards and specifications we provide to you. The supplier, warranty program, and warranty requirements related to tires may be modified by us upon notice to you. If you elect to participate in this warranty program, you will be required to enter into the User Agreement attached as Exhibit H with Sonsio.

Insurance. You are required to obtain and maintain, at your own expense, General Liability or Garage Liability insurance ($2 million aggregate minimum requirement), Garage Keeper Liability insurance ($60,000 direct primary minimum requirement), Workers' Compensation/Employers' Liability insurance ($1 million/$1 million/$1 million minimum requirement), and Auto Liability insurance ($2 million minimum requirement) for each location and Midas Shop that you own and operate. Umbrella policies may satisfy the limits required. We require that the insurance you procure be with an insurance company rated A- with a financial size of VI or better by Best Key Rating Guide and authorized to do business in the jurisdiction where your Shop is located. Additional limits of liability are required when you own and operate more than one Midas Shop. In addition, you must maintain insurance on the property as required by the real estate documents you execute. During the term of the Franchise Agreement and any renewal term, you are responsible for all insurance premiums specified in the Franchise Agreement and in the Manual. However, you can purchase the required insurance from any reputable insurance agent. You must name Midas International, LLC and any other party required in your real estate agreements and documents as an Additional Insured, at your expense, and furnish us with certificates providing that the insurance is not cancelable without 30 days' prior notice to us, along with evidence that the premiums have been paid. You are liable for any expense, including attorneys' fees, which we incur in connection with the insurance required under the Franchise Agreement. Some lenders may require you to provide life insurance on your principal owners to get financing.

Real Estate Documents. You are not required to purchase, lease or sublease any real property or equipment from us or any of our affiliates that has an economic involvement or interest, or to utilize our services or the services of any real estate brokers with which we have an economic relationship, *except* in those instances where the franchise location and/or business is owned by or leased to us or one of our affiliates. However, we require that you sign one of the real estate documents described below (the "Real Estate Documents") with Midas Realty or Midas Property giving Midas Realty or Midas Property, as applicable, the ability to occupy the Franchised Unit's premises in the event of termination or expiration of the Franchise Agreement (or in the event you default or fail to exercise a renewal option under your lease) in order to ensure that the premises may continue to be operated as a Midas Shop if we choose. If Midas Realty or Midas Property owns the real estate or has the head lease on the Franchised Unit's premises, you will be required to lease or sublease the Franchised Unit from Midas Realty or Midas Property, as applicable. The form of lease and sublease currently used by Midas Realty and Midas Property are attached as Exhibits F-1 and F-2, respectively. (See Item 10 of this Disclosure Document.) If you or any of your owners (if you are a business entity or trust) own the real estate on which the

Franchised Unit is located, own an interest in an entity that owns the real estate (including an entity such as a trust of which you are a beneficiary), or if such real estate is owned by an immediate family member as defined in the Franchise Agreement, you will be required to enter into an Option and Shop Lease with Midas Realty (Exhibit F-3). The Option and Shop Lease permits Midas Realty to lease the Franchised Unit's premises in the event that the Franchise Agreement is terminated or expires and Midas Realty chooses to exercise its option. If you lease the real estate upon which the Franchised Unit is located from an unaffiliated third party, we will require that you grant to Midas Realty a Conditional Assignment of Lease (Exhibit F-4) to take effect upon the termination or expiration of the Franchise Agreement, your default under the lease, or your failure to exercise a renewal option under the lease, if exercised by us. In addition, if you are the purchaser of an existing Midas Shop franchise for an operating Shop from an existing Midas franchisee and the Franchised Unit's premises is leased or subleased from Midas Realty or Midas Property, you will be required to execute an Assignment of Midas Lease/Sublease (the "Assignment of Lease/Sublease") (Exhibit F-5). Under the Assignment of Lease/Sublease you will assume and agree to perform and keep all agreements, conditions and obligations of, as well as assume responsibility for any uncured breaches and defaults by the tenant/subtenant under the lease or sublease. However, if you are the purchaser of an existing Midas Shop franchise for an operating Shop from an existing Midas franchisee and the Franchised Unit's premises is subject to an Option and Shop Lease or Conditional Assignment of Lease, you will be required to either execute a new similar document or an acknowledgement of the existing document. If you purchase an existing Midas Shop franchise from an existing Midas franchisee you will be required to sign a Deferred Maintenance Agreement which requires the buyer or seller of the Midas Shop franchise to repair conditions of the Midas Shop from our inspection of the Midas Shop within 90 days of the purchase. See Exhibit F-6.

Shop Design and Appearance. Because the design and appearance of both the exterior and interior of the Franchised Unit is an integral part of the Franchise System and the Marks, and because a large degree of uniformity must be maintained among Midas franchisees, you must purchase and maintain exterior building facades, signage, painting, paneling, office and waiting room furniture, and other items of interior and exterior décor and image, according to our specifications. You can purchase these products and services from any supplier, including, for certain products and services, from us. We can recommend suppliers for certain of these products and services. You will make no change, addition or alteration of any kind to the Franchised Unit's structural elements of the building or to adjacent areas without our prior consent. You are also required to change, at your expense, exterior building facades, signage, painting, paneling, office and waiting room furniture, and other items of interior and exterior decor and image, as we periodically require. You must also follow the reasonable instructions as to floor layout and character of interior furnishings, and may display only the signs, emblems, logos, lettering and pictorial materials we periodically prescribe.

Fleet Program. National fleet management companies direct thousands of vehicles to their participating national account providers. Under the Fleet Program, we are a national account provider for many national fleet management companies for which franchisees participating in the Fleet Program may benefit. In order to attract more national fleet management companies as customers to your Franchised Unit, you may voluntarily choose to participate in the Fleet Program. If you do choose to participate in the Fleet Program and sign the Fleet Amendment, you agree to offer and make available to all National Fleet Customers (defined in the Fleet Amendment) (i.e. those fleet customers whose business operations are conducted in more than one designated marketing area) the standard menu of services and prices listed on Exhibit B to the Fleet Amendment, as well as any additional menu items we designate. We have the right, in our sole discretion, to make reasonable changes to the menu items and designated prices. You may purchase the necessary inventory from any supplier, including, for certain inventory, from us. In addition, if you sign the Fleet Amendment, you will enter into one or more separate agreements with one or more processor(s)/service provider(s) that we designate. Our currently designated service provider is Sound Billing, LLC doing business as "MyFleetCenter".Sound Billing, LLC charges a service provider processing fee of 1.25% of the sales transactions billed to National Fleet Customers. Furthermore, your

agreement to participate in the Fleet Program includes your agreement to fully comply with all of the Fleet Program requirements, policies and procedures as we designate periodically. Currently, these policies include the offering of specific warranties for parts purchased by National Fleet Customers (Exhibit A to the Fleet Amendment). At the present time, if you participate in the Fleet Program, you are not required to purchase additional types of products to service the fleet customers. Your decision to sign the Fleet Amendment and participate in the Fleet Program is in your sole and absolute discretion and is totally voluntary. You will not be subject to any penalty or other adverse action by us if you elect not to sign the Fleet Amendment and participate in the Fleet Program.

Private Label Credit Card. Franchisees may choose to participate in a private label credit card program that we designate, which is currently offered through our designated supplier Comenity Capital Bank ("Comenity"). You must meet Comenity's credit criteria to participate in the program. While you are not required to participate in this program, the Comenity program is the only approved private label "Midas" credit card program for franchisees and you may not establish, provide, originate, process, accept, market or promote any private label credit card (including "Category Cards" which are private label credit cards generally accepted only at participating merchants in auto and auto-adjacent categories) other than those issued by Comenity, even if the credit card does not contain the "Midas" tradename. Franchisees may, however, accept (but not originate) any major general purpose credit card, general purpose debit card, and any customer's existing Category Cards.

Material Benefits. We may derive revenues from purchases by franchisees from us or companies affiliated with us as follows:

Our officers may have minority ownership interests in a variety of publicly traded companies. Some of these publicly traded companies or their affiliates could be approved or designated suppliers to our franchisees. Other than this type of minority ownership, no current officer of ours has any ownership interest in any of your suppliers or any franchisor affiliate that provides products and services to franchisees.

In addition, in the past, we have, and in the future, we and our parent and affiliates may enter into agreements with suppliers of Products & Services. As part of these arrangements, we have, in the past, and we and our affiliates may, in the future, receive early payment discounts, revenues, rebates and other material consideration from suppliers, including on account of purchases or leases by franchisees. These arrangements vary over time and we cannot guaranty that they will be in place at the time you sign the Franchise Agreement or throughout the term of your Franchise Agreement.

We have supplier arrangements under which we receive discounts/rebates. We currently receive discounts/rebates ranging from 2% to 10% of products and services purchased from certain suppliers by Midas and Midas franchisees. The rebates are calculated based upon an agreed upon percentage with the supplier and the amount of certain products and services purchased. These rebates are received by Midas, who then pays an allocated amount of the rebates to each franchisee who actually purchased the eligible products/services from the supplier who provided the discount/rebate, according to the agreed upon percentage and the amount of products/services actually purchased by that specific franchisee receiving the rebate. We reserve the right to discontinue passing through these rebates to our franchisees and to change our rebate programs periodically.

Cooperatives and Negotiated Prices. There are currently no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers (including price terms) for the benefit of the Franchised System. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or the use of particular suppliers.

Estimated Expenditures. Collectively, the source restricted purchases and leases described above that are required to be purchased from us, one of our affiliates, one of our approved suppliers or according to our specifications comprise approximately 10% to 30% of your overall required purchases and leases in establishing a new Franchised Unit. The source restricted purchases and leases described above that are required to be purchased from us, one of our affiliates, one of our approved suppliers or according to our specifications comprise 10% to 60% of your overall required purchases and leases in operating the Franchised Unit. However, these amounts may vary.

Revenue from Franchisee Purchases of Required Products & Services. In the fiscal year ending March 31, 2023, our total revenue was $115.4 million, including $56.3 million (which includes purchases of equipment, inventory, warranty registration and Fleet Program processing) received by us from Midas Shop franchisees' purchases of Required Products & Services, as described above. This amount was 48.79% of our revenues. During that same period, rental income received by Midas Realty or Midas Property from real estate leases for affiliated-owned or affiliated-leased properties leased to Midas franchisees located in the United States was $27.1 million.

Except as described above in this Item 8, there are no other requirements for you to purchase or lease from us, one of our affiliates, one of our approved suppliers or according to our specifications.

ITEM 9: FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements.* It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

	Obligation	Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Sections 1.1 and 6.18 of the Franchise Agreement	Items 7 and 11
b.	Pre-opening purchases/leases	Sections 6.3, 6.5 and 6.15 of the Franchise Agreement	Items 8 and 10
c.	Site development and other pre-opening requirements	Sections 6.5, 6.15, 6.18, and 6.20 of the Franchise Agreement	Items 6, 7 and 11
d.	Initial and ongoing training	Section 3.1 of the Franchise Agreement, Exhibit A of the Fleet Amendment, Certification Program Agreement	Item 11
e.	Opening	Section 6.1 of the Franchise Agreement	Item 11

	Obligation	Section in Agreement	Disclosure Document Item
f.	Fees	Article 4 and Sections 1.4, 6.18, 7.4(g), 8.6 and 9.4 of the Franchise Agreement, Section 2 of the Application for Midas Shop Franchise, Section 6 of the Co-Branding Amendment, Sections 3, 9, 11 and 26 of the Lease, Sections 4, 13 and 20 of the Sublease, Sections M.3 and 6 of the Option and Shop Lease, Paragraph 2 of the Assignment of Lease/Sublease, Section 10 of the Fleet Amendment, Section 4 of the Area Development Agreement	Items 5, 6, 7 and 10
g.	Compliance with standards and policies/Operating Manual	Sections 2.4, 2.7, 6.7 and 6.15 of the Franchise Agreement, Section 5 of the Co-Branding Amendment, Sections 3 and 4 and Exhibit A of the Fleet Amendment	Item 11
h.	Trademarks and proprietary information	Article 2 and Section 6.17 of the Franchise Agreement, Section 3 of the Co-Branding Amendment	Items 13 and 14
i.	Restrictions on products/services offered	Section 6.2 and Schedule A of the Franchise Agreement, Section 4 of the Co-Branding Amendment, Sections 4 and 5 and Exhibit B of the Fleet Amendment, Sections 5 and 25 of the Lease, Sections 6 and 17 of the Sublease, Section M.4 and 25 of the Option and Shop Lease	Items 8, 11 and 16
j.	Warranty and customer service requirements	Article 5 and Sections 6.7 and 6.15 of the Franchise Agreement, Exhibit A of the Fleet Amendment, Section 2 of the Renewal Agreement, Assumption of Shop Obligations	Items 8 and 11
k.	Territorial development and sales quotas	Sections 1.2, 6.1, 6.2 and 6.3 of Franchise Agreement, Section 2 of the Area Development Agreement	Item 12
l.	Ongoing product/service purchases	Section 6.3 of the Franchise Agreement	Items 8 and 11
m.	Maintenance, appearance and remodeling requirements	Section 6.5 and 6.6 of the Franchise Agreement, Sections 6, 8, 14 and 21 of the Lease, Sections 5 and 15 of the Sublease, Sections M.5, 11, 12, 15 and 22 of the Option and Shop Lease	Items 10 and 11
n.	Insurance	Section 6.9 of the Franchise Agreement, Section 7 of the Co-Branding Amendment, Section 11 of the Lease, Section 11 of the Sublease	Items 6, 7 and 8

	Obligation	Section in Agreement	Disclosure Document Item
o.	Advertising	Section 6.8 of the Franchise Agreement; Sections 1 and 2 of the Marketing Funds Agreement	Items 6 and 11
p.	Indemnification	Section 6.9 of the Franchise Agreement, Section 7 of the Co-Branding Amendment, Sections 10, 11, 12 and 25 of the Lease, Sections 9, 11, 12 and 17 of the Sublease, Sections C and M. 7, 8 and 25 of the Option and Shop Lease, Section 4 of the Conditional Assignment of Lease, Section 11 of the Fleet Amendment, Section 11 of the Consent to Transfer, Section 1 of the Renewal Agreement, Assumption of Shop Obligations, Section 12 of the Area Development Agreement, Section 8.D of the Sonsio Warranty User Agreement	Item 6
q.	Owner's participation / management / staffing	Section 6.4 of the Franchise Agreement	Items 11 and 15
r.	Records and reports	Sections 4.2 and 6.15 of the Franchise Agreement	Items 6 and 14
s.	Inspections and audits	Sections 4.2 and 6.16 of the Franchise Agreement	Items 6 and 11
t.	Transfer	Article 7 of the Franchise Agreement; Section 4 of the Marketing Funds Agreement; Section 20 of the Lease, Section 16 of the Sublease, Sections J and M.13, 14 and 28 of the Option and Shop Lease; Section 10 of the Area Development Agreement	Items 6 and 17
u.	Renewal	Article 9 of the Franchise Agreement, Section 2 of the Fleet Amendment	Items 6 and 17
v.	Post-termination obligations	Section 8.7 of the Franchise Agreement, Section 2 of the Co-Branding Amendment, Section 7 of the Fleet Amendment, Sections 6 and 23 of the Lease, Sections 5, 13, 19 and 21 of the Sublease, Sections M.27 and 33 of the Option and Shop Lease	Item 17
w.	Non-competition covenants	Section 2.4 of the Franchise Agreement	Item 17

	Obligation	Section in Agreement	Disclosure Document Item
x.	Dispute resolution	Sections 7.11, 8.2(e), 9.7, and 10.12 of the Franchise Agreement, Section M.3 of the Option and Shop Lease; Sections 15 and 16 of the Area Development Agreement	Item 17
y.	Other – Real estate obligations	*See Footnote below	Item 10

*You must sign a Lease (if Midas Realty or Midas Property owns the property), Sublease (if Midas Realty or Midas Property leases the property from a third party), Option and Shop Lease (if you, directly or indirectly, own the property), or Conditional Assignment of Lease (if you lease the property from a third party) covering the Franchised Unit. Depending on the form of lease, your obligation to obtain the site, develop it, and pay rent will vary. The other obligations will not be affected.

ITEM 10: FINANCING

We are unable to estimate whether you will be able to procure financing from third parties or upon what terms. However, we may refer you to a lending institution or leasing company under which credit-qualified franchisees may be granted loans and/or leases for certain equipment for use in your Franchised Unit. Generally, these lending institutions require that the Franchised Unit's assets secure the loans. They may also require that you secure the loan with your residence. Currently, we do not receive any fees for the placement of loans.

Renewal Fee

If you are renewing an existing Franchise Agreement, we will permit you to pay your full renewal fee in either 2 or 12 installments, at your option, over the course of a year as described in Item 6, as provided in the Renewal Agreement (Exhibit D-10). However, if you have more than one Midas Shop franchise being extended within any 12-month period, the total of all the renewal fees must be paid in the same number of equal annual installments as the number of franchises so extended, up to 10 installments, from the date of the first extension. This financing is provided by us with no interest or financing charges, and we do not require any security interest for this financing. If you are a corporation, partnership, limited liability company, or other business entity, your owners must sign, individually, our Personal Guaranty (Exhibit D-2), guarantying all obligations including payment of the renewal fee. This financing can be prepaid by you without penalty.

Existing Franchisee Incentive Program, Transfer Incentive Program, and Area Developer Incentive Program – Initial Tire Order and Equipment Financing

Under the Existing Franchisee incentive program, as described in Item 5, we may permit you to pay for an initial tire order and equipment order in 12 equal monthly installments over 12 months with no interest (Exhibit D-20). Under the transfer incentive program and Area Developer Incentive program, as described in Item 5, we may permit you to pay for an initial tire order in 12 equal monthly installments over 12 months with no interest (Exhibit D-20). No finance charges apply. You must be financially qualified under our current standards, and meet the requirements for an applicable incentive program as described in Item 5 in order to receive this financing. The amount financed may be up to the purchase price for an initial order of at least 160 tires and up to $100,000 for the initial equipment order, as

applicable. Such amounts may be exceeded in our sole discretion. The Promissory Note will be secured by your accounts receivable, inventory, equipment, fixtures, intangibles and other assets of the Shop, personal guaranty of the owners and others as described in the Security Agreement (Exhibit D-19). If you are a corporation, partnership, limited liability company, or other business entity, your owners must sign, individually, our Personal Guaranty (Exhibit D-2), guarantying all obligations including payment of this Promissory Note. Under the Promissory Note, you must waive delinquency of collection, presentment for payment, demand for payment, protest and notice of protest, demand and dishonor and nonpayment, and duty to enforce security. Under the Security Agreement, you must waive any right to have us seek collection from a third party or for us to make presentment on payments made to us with respect to collateral. Upon default, the payment under the Promissory Note may be accelerated by us, the interest rate will increase to 18 percent per annum, and you will be required to pay our costs of collection, including attorneys' fees. A default under the Promissory Note or Security Agreement may also constitute a default under your Franchise Agreement. This financing can be prepaid by you without penalty.

We do not have a practice of selling, assigning, or discounting to a third party all or part of any franchisee financing arrangement, but nothing prevents us from doing so in the future.

Except as described above, we do not offer direct or indirect financing from other sources, nor do we guarantee your note, lease or other obligations. Except as noted below and as provided under the Personal Guaranty (Exhibit D-2), we do not currently offer financing that requires you to waive notice, confess judgment or waive a defense against us.

Real Estate Documents

Except as described below, you are not required to lease the property where your Franchised Unit is located from Midas Realty or Midas Property. In the event Midas Realty or Midas Property own or lease the Midas Shop, you will be required to lease (Exhibit F-1) or sublease (Exhibit F-2) the Franchised Unit from Midas Realty or Midas Property, as applicable. In these instances, the amount financed will, in the case of a lease, be the costs associated with acquiring the site plus the costs of constructing the building plus all related project costs and will be payable over the term of the lease as a portion of the rent. Your annual fixed minimum rent for the first year of the 20 year lease term will be calculated by multiplying this total project cost by Midas Realty or Midas Property's, as applicable, then-current rental constant, which is currently .07%. In the case of a sublease, the fixed minimum rent will be the rent payable by Midas Realty or Midas Property under the third-party head lease marked up by 12% plus the amount of any construction or renovation costs multiplied by Midas Realty or Midas Property's then-current rental constant for the length of the sublease term provided, however, that if the third-party head lease is a ground lease, the fixed minimum rent will not be limited to the 12% mark-up and instead will be an amount determined by Midas Realty or Midas Property appropriate for both the land and the building. The term of the sublease will vary depending upon the term of the third-party head lease. Fixed minimum rent is payable in equal monthly installments by ACH Debit. Also, if you are required to pay rent, real estate taxes and other monetary obligations under a lease or sublease to Midas Realty or Midas Property, the ACH Agreement authorizes Midas Realty or Midas Property, as applicable, to debit these amounts from your account on or after the 1st day of each month.

If you lease or sublease the premises from Midas Realty or Midas Property, the current form leases and subleases have the following other provisions and requirements:

(a) Security Deposit: Two months' rent and taxes unless waived by Midas Realty or Midas Property. (Lease Section 4; Sublease Section 8.)

(b) Rent: In the case of both the lease and sublease, your rent will be the fixed minimum rent calculated in the manner described above. If you are renewing your Franchise Agreement and extending the term of your sublease or lease with Midas Realty or Midas Property, or acquiring an existing Midas Franchised Unit that is being subleased or leased from Midas Realty or Midas Property, your rent may be the greater of the fixed minimum rent or 7% of the Franchised Unit's Gross Sales ("Percentage Rent"). The Percentage Rent may be higher than 7% if you are subleasing from Midas Realty or Midas Property and Midas Realty's or Midas Property's lease with the landlord has a higher Percentage Rent amount. Under the lease (Exhibit F-1), each year the fixed minimum rent will be increased according to a schedule that you and we agree upon, and every 5 years during the lease term Midas Property or Midas Realty has the option of establishing a rent based on fair market value as described in the lease. Under the sublease, the fixed minimum rent will increase in accordance with increases in the third party head lease rent and the amortization schedule for any construction or renovation costs; and Midas Property or Midas Realty shall also have the option every 5 years during the sublease term of establishing a rent based on fair market value as described in the lease. You must submit by March 1st of each year a statement of annual gross revenues for the preceding year, certified to be correct by you and signed by your accountant, and pay any remaining Percentage Rent due. Records supporting each statement must be preserved for 5 years after delivery of the annual statement. (Lease Section 3; Sublease Section 4.)

(c) Other Monetary Obligations: The lease and sublease require you to pay for real estate taxes, utilities, public liability and building insurance coverage, and the costs associated with maintaining your Franchised Unit and its premises. (Lease Sections 6, 9, 11 and 30; Sublease Sections 4, 5, 11, 13, 14 and 20.)

(d) Term: In the case of a lease, 20 years. In the case of a sublease, the same as the term of the third-party head lease, but not including options to extend the term. (Lease Section 2; Sublease Section 3.)

(e) Prepayment Penalty: None.

(f) Guaranty: The personal guarantee of you and other partners, or shareholders if you operate as a corporation, or members if you operate as a limited liability company, will be required. (Lease Section 22; Sublease Section 22.)

(g) Consequences of Default: If (a) you fail to cure a default in the payment of rent within 15 days after receipt of written notice, (b) you fail to cure any other default within 30 days after receipt of written notice, (c) you engage in a pattern of repeated defaults (i.e. any four defaults during twelve consecutive months or any three defaults occurring in three consecutive months), (d) there is an insolvency filing against you, (e) you vacate or abandon the premises, (f) you willfully falsify any statement or report submitted to Midas Realty or Midas Property, as applicable, or (f) your Franchise Agreement is in default or an event which constitutes immediate and automatic termination has occurred, Midas Realty or Midas Property, as applicable, has the right to terminate the lease or sublease and your right to occupy your Franchised Unit's premises, or, without terminating the lease or sublease, terminate your right to occupy your Franchised Unit's premises, take over possession, terminate your Franchise Agreement, and hold you liable for rent for the remainder of the lease or sublease term. You are also obligated to pay Midas Realty or Midas Property, as applicable, interest for any rent or other monetary obligations not paid when due at a rate equal to the lesser of 18% per year or the

maximum rate of interest allowed by law. (Lease Sections 23 and 30; Sublease Sections 20 and 21.)

(h) Waivers: The lease and sublease contain a waiver by you of any notices regarding default and termination other than those expressly provided for in the lease and sublease. (Lease Section 23; Sublease Section 21.)

Note: If you are the purchaser of an existing Midas Shop franchise for an operating Midas Shop from an existing Midas franchisee and you enter into an Assignment of Midas Lease/Sublease, the terms and conditions of the underlying lease or sublease that you assume and agree to may be different than those described above.

ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Franchised Unit, we will:

1. Provide general site selection guidelines and consultation. We must approve a Site for your Franchised Unit, but we are not required to locate the Site or negotiate your lease. If a Site has not been determined upon the execution of the Franchise Agreement, then within 18 months thereof (the "Site Selection Period"), you are required to select and present to us a Site and all other information and materials related to the Site that we may require. This information may include, but not be limited to, a completed site evaluation questionnaire, a description of the proposed Site, a letter of intent or other evidence that satisfactorily confirms to us that you have a favorable chance of obtaining the proposed Site, and any other information we may reasonably require. We must approve or disapprove any Site you select within 30 days after we receive the required information and materials. If we do not approve of the Site by written notice within that 30 day period, the proposed Site will be deemed disapproved. (Section 6.18 of the Franchise Agreement.) You must obtain our approval of the Site for your Franchised Unit within 30 days of the end of the Site Selection Period. Concurrently with our approval of the Site, we will execute with you the Site Selection Addendum to the Franchise Agreement. (Section 1.1(a)(ii) of the Franchise Agreement.) Our approval of a Site is not a guarantee or warranty of the Site's eventual performance. The methods and factors we use to evaluate the location of your business and others are based, in part, on the population of your targeted market within a given geographic area, site demographics, population patterns, income statistics, national and local industry trends, the presence of competitors in the geographic area, parking in the area, size of the location, physical characteristics of existing buildings, lease terms, sales volume in the area, consumer shopping patterns, experience of the owners, density of the market area, traffic flow and patterns, access and other commercial criteria. Midas Realty, Midas Property, or one of our other affiliates may own the Site and lease it to you or lease the Site and then sublease it to you. Regardless of whether you or one of our affiliates owns or leases the Site, you must sign the appropriate Real Estate Documents. (Section 6.20 of the Franchise Agreement.) See the "Shop Opening" section below in this Item 11 and the "Real Estate Documents" section in Item 8.

2. Make available to you standard building plans and signage specifications for a prototype Midas Shop and consult with you regarding the Franchised Unit's layout, exterior design, signage, floorplan and equipment. (Section 3.1(b) of the Franchise Agreement.) You will need to modify these plans for your Site at your own expense in order to address site-specific factors, subject to our approval.

3. Furnish general marketing materials, ideas and suggestions for the Franchised Unit's grand opening campaign, as determined by us. (Section 3.1(c) and 6.19 of the Franchise Agreement.)

4. Provide operations training to you and your Designated Owner (defined below), if any, as well as others you may designate. (Section 3.1(d) of the Franchise Agreement.) The Operations Training Programs are described in the "Training Requirements" section below in this Item 11.

5. Make available to you via the Internet a copy of the Manual. (Section 3.1(e) of the Franchise Agreement.) See the "Midas Policy Manual" section below in this Item 11 for more information.

Continuing Obligations

During your operation of the Franchised Unit, we will:

1. Make available to you all improvements and additions to the Franchised System. (Section 3.1(f) of Franchise Agreement.)

2. Counsel with you from time to time with respect to your Franchised Unit. (Section 3.1(g) of Franchise Agreement.)

3. Make available to you the benefits of our information, experience, advice, guidance and know-how. (Section 3.1(g) of Franchise Agreement.)

4. Have the right, at reasonable times, to visit your Franchised Unit, to inspect the merchandise, equipment and nature of the goods sold and services rendered, to examine your books and records, to observe generally the manner and method of operation of the Franchised Unit, and to address operating problems. (Section 6.16 of Franchise Agreement.)

5. Reimburse you (or otherwise ensure that you are reimbursed) in part or in full for the cost of a part used by you to replace a product which is covered by a valid Midas warranty, if applicable (not including any warranty program administered by a third party), subject to submission by you of the proper data through the point-of-sale computer system discussed below and in Item 8. (Section 5.3(f) of Franchise Agreement.)

6. Purchase and place marketing for the products and services sold by you and other franchisees. Except as described in the "Marketing Program" section below, we will spend an amount equal to at least one-half of the royalties collected from our standard Midas Shop franchisees and a portion of the royalties collected from our Co-Branding Shop franchisees for the cost of this marketing (which includes media costs, commissions and fees, production costs, and other associated costs of the marketing) during the calendar year in which the royalties are received or during the following calendar year. (Section 3.1(h) of Franchise Agreement.)

7. Generate certain data summaries and compilations, and generate comparative market-level data compilations which specifically relate to the Franchised Unit and make these summaries and compilations available to you as and when reasonably requested. (Section 6.17 of Franchise Agreement.)

8. Let you use our confidential information (Article 2 of the Franchise Agreement.)

9. Let you use the Marks (Article 2 of the Franchise Agreement.)

10. Make available to you via the Internet a copy of the Manual. (Section 3.1(e) of the Franchise Agreement.) See the " Midas Policy Manual" section below in this Item 11 for more information.

Assistance Under Area Development Agreement

If you sign an Area Development Agreement, then during the terms of that Area Development Agreement, we will grant you franchises for Midas Shops if we approve of your financial and operation ability. We must also approve the Site for each Midas Shop to be developed. We describe our current site selection process above in this Item. Our then current site selection process and requirements will apply for each Midas Shop to be opened under an Area Development Agreement. You must sign our then current form of franchise agreement, real estate control documents, and related documents for each Midas Shop franchise (the "Updated Franchise Documents"), the terms of which may differ substantially from those in the Franchise Agreement attached to this disclosure document, including in relation to requirements and standards for site selection and approval. The Development Fee paid at the time you sign the Area Development Agreement shall be applied toward each initial franchise fee. You may not sign any lease or sublease for a Site without our approval and without first signing, and complying with, our Updated Franchise Documents. (Area Development Agreement – Sections 1 to 7). See Items 5, 6 and 15.

Marketing Program

Except as provided under the Fleet Amendment and as described below, each calendar year, we will expend an amount not less than one-half of the royalties we actually receive from our Midas franchisees for media costs, commissions and fees, production and other associated costs for marketing and promoting the products and services sold and performed by Midas franchisees. Under the Fleet Amendment, we will only be required to expend 2% of Net Revenue from Qualifying Fleet Customers for the marketing described below during the period from execution of the Fleet Amendment through January 31, 2025. (Section 10 of the Fleet Amendment.)

For any Co-Branding Shop franchises, the Net Revenues will be divided into Midas Net Revenues and SpeeDee Net Revenues as described in Item 6, and we will expend royalties based on the Midas Net Revenues on marketing and promotion on the same basis as described in the preceding paragraph. With regard to the royalties based on the SpeeDee Net Revenues, we will pay those amounts to SpeeDee and at least one-half of those royalties, or approximately 54.5% of those royalties if your Co-Branding Shop is located in a SpeeDee DMA, are utilized by SpeeDee for its own National Marketing Program for the SpeeDee system. Different terms apply for Co-Branding Shop franchisees who have signed franchise agreements in previous years, and we reserve the right to modify the marketing rates paid by Co-Branding Shop franchisees in the future. SpeeDee is further required to pay us an advertising fee of one-half of the net revenues generated by its own Midas/SpeeDee co-branding franchisees from the Midas segments of their businesses, which amounts we will also contribute to the marketing and promotion costs for the Midas system.

The combined amounts to be used by us for marketing and promotion purposes will be used as described below. In addition, company-owned Midas Shops and company-owned Co-Branding Shops contribute to amounts spent on marketing on the same basis as the respective franchisees.

We direct all use of the marketing and promotional budget, and all decisions regarding the creative concepts and materials used, whether national, regional or local marketing, or some combination. The particular media and marketing content are within our sole discretion. We may use video, audio, and written materials and electronic media; develop, implement and maintain a Website and/or related strategies; administer regional and multi-regional marketing and marketing programs, including

purchasing trade journal, direct mail, and other media marketing; use promotion and marketing agencies and other advisors to provide assistance; and support public relations, market research, and other promotion and marketing activities. We may utilize national and regional advertising agencies, media-buying agencies, our own in-house creative department and other outside sources for the creation of advertising copy, media purchasing and other services which are necessary for the creation and dissemination of these marketing and promotional materials. We may advertise locally, regionally, and/or nationally in printed materials, on radio or television, and/or on the Internet, whatever we think is best. We may provide you with samples of advertising, marketing and promotional formats and materials at no cost. Additional copies of these materials are available to purchase from our catalog.

We pay for the costs associated with these services out of our general business operating account. These costs are counted toward the amount required to be spent each year for marketing and promoting the products and services sold and performed by franchisees. We are not required to spend a minimum dollar amount in any area or territory where a particular franchisee is located. If we spend an amount in excess of one-half of the royalties actually received during any year for marketing, the excess may be applied toward a later year's minimum spending requirement.

Periodic Reporting: The royalties received by Midas franchisees that are allocated to marketing are audited annually. By June 1st of each year, we will provide you with a certificate signed by one of our officers stating the amount of royalties actually received from Midas franchisees and the amount spent for marketing and promotions in the preceding year that was collected from Midas franchisees. We will also provide you with details of the amounts collected from Midas franchisees and expended for media costs, commissions and fees, and production costs relating to the marketing. (Section 3.1(h) of Franchise Agreement.)

In fiscal year ending March 31, 2023, Midas spent a total of $58.5 million, which was collected from Co-Branding Franchisees and Midas Franchisees. These funds were spent as follows: 72.9% on media placement, 3.3% on production (which included talent costs, prints, tapes, shipping, research and network integration), 17.5% on administrative expenses, and 6.4% on other expenses. Other expenses included travel and entertainment expenses.

Franchisee Marketing and Advertising: You may also conduct advertising and marketing promotions for your Franchised Unit at your own expense and without deduction or credit from royalties or other monies due to us. Your marketing must be conducted in a dignified manner and conform to our standards and requirements. We or our advertising agencies will provide samples of advertising, promotional and marketing materials to you for this purpose. Any advertising, promotional or marketing materials not provided by us or our advertising agencies, nor previously approved by us, must be submitted to us for approval before you use them. (Section 6.8 of the Franchise Agreement.)

See also a description of the Marketing Support Program in Item 5 above.

Advertising Councils and Committees: We have a marketing committee comprised of franchisees that we select in our discretion that advises on marketing decisions for the system. The marketing committee serves in an advisory capacity only. We have the power to change and dissolve this committee.

Advertising Cooperatives: Franchisees are not required to participate in local or regional advertising cooperatives.

Solicitation of New Franchisees: We do not use the money allocated to advertising for advertising that is principally to solicit new franchise sales.

Point-of-Sale System and Computer System

We require that all Midas Shops have in operation a point-of-sale system capable of transmitting to us all customer and sales information for each transaction occurring in the Midas Shop. The system is currently utilized for the purposes of registration, redemption and credit processing under the warranty program, estimating and invoicing consumer product sales and service transactions, inventory management, electronic parts catalog access, parts ordering and transmission of other customer information and offers an integrated customer management and marketing tool as well as interfaces with external accounting and data management applications. In the future, we may change the method by which transmission, registration, redemption and credit processing under the warranty program is conducted, as well as how the system will be utilized for estimating and invoicing consumer transactions, inventory management, electronic parts catalog access, transmission of additional customer information and data, and other functions. We may modify our requirements for your computer systems, which may include adding required computer systems and software and designating specific suppliers for those items, from time to time in our sole discretion without any contractual limitation.

As described in Item 8, we require the use of the R.O. Writer point-of-sale system for new franchisees, and recommend it for all franchisees. The R.O. Writer software management system offers an integrated customer management and marketing tool as well as an external accounting system interface and data management application that captures customer and sales information for each transaction occurring in the Midas Shop. The R.O. Writer point-of-sale software is owned by CRI. Currently the R.O. Writer point-of-sale software system is comprised of the R.O. Writer shop management software and Smart eCat Epicor online parts and labor guide. CRI licenses the R.O. Writer System to new Midas franchisees and franchisees in good standing. CRI reserves the right to change the fees or require new fees to be charged for licensing and use of the R.O. Writer system and its optional modules and capabilities periodically. If you acquire the R.O. Writer software, you must pay a one-time software fee that is currently in the amount of $1,000 per each location. If you currently operate a Midas Shop in good standing, have previously paid the R.O. Writer software fee for the existing location, and you are acquiring an existing Midas Shop that already uses the R.O. Writer system, then this software fee will be waived for your new location. The R.O. Writer software licenses and agreements are not transferable. If you hire CRI to install the R.O. Writer software, there is also currently a one-time installation fee of $1,500 for each location. If you are required to acquire the R.O. Writer software, you must hire CRI or its designated supplier to install that software for you. Also, if you are acquiring a Franchised Unit that currently uses R.O. Writer software or you are converting to R.O. Writer from another point-of-sale system, you must hire CRI to install and upgrade the R.O. Writer system for the same installation fee, which includes upgrading the version of the system to a current release and configuring the system for optimal usage, including enabling its newer features. Otherwise, you may, in your sole discretion, hire CRI or its designated supplier to install the R.O. Writer software for you. CRI also charges this installation fee in the event that you require the R.O. Writer software to be reset and updated. CRI currently charges a $750 Data Conversion Fee if you are converting an independent automotive repair shop that does not utilize the R.O. Writer point-of-sale system to a Midas Shop.

If you are a new franchisee, you must acquire initial training and go-live support related to the R.O. Writer system from CRI. Currently, the CRI initial training and go-live support fee is generally in the range of $6,000 to $10,000 depending on the costs of CRI for travel, lodging, and expenses. Further, any franchisees that use the R.O. Writer software are required to subscribe to maintenance with CRI. Currently, the CRI software maintenance fee is $399.99 per month ($4,799.88 per year) for each Franchised Unit. Under your agreement with CRI, either CRI or another CRI affiliate will provide ongoing maintenance and upgrades for the R.O. Writer software. Neither we nor any of our affiliates are obligated to provide ongoing maintenance, repairs, upgrades, etc. for the R.O. Writer point-of-sale system. Except as may be provided under your agreement with CRI, neither CRI nor any of its affiliates

are obligated to provide ongoing maintenance, repairs, upgrades, etc. for the R.O. Writer point-of-sale system.

You also must subscribe through CRI to the Smart eCat Epicor Parts & Labor Guide for additional charges that are currently $129.99 per month.

All of the prices stated for the R.O. Writer system and related services are CRI's fees as of the date of this Disclosure Document, which are subject to change by CRI.

In order to use the R.O. Writer software management system, you will need a minimum of one Windows-based computer (2-3 are recommended) and one printer. Although neither we nor CRI specifies the supplier or provide an approved list of components, CRI will advise you of the minimum hardware specifications necessary to operate the various releases of the R.O. Writer software. Currently, the minimum hardware required to run the most current release of R.O. Writer consists of the following: Intel® Core™i3, i5, i7, or i9 processor or equivalent competitive processor (1.6 GHZ or faster); minimum RAM of 4GB or greater for client only or server only / 6GB or greater for Server and Client on the same computer; Microsoft® Windows® 8.x Professional, Microsoft Windows 10 Professional, Window Server® 2016, or Window Server 2019 (Note: Server not required for multiuser R.O. Writer); minimum of 75GB free space on the hard drive, 7200 RPM or better; 17" or larger monitor that supports a resolution of at least 1024x768; 1Gpbs network card; and a laser printer.

You must have high-speed Internet access to receive software updates.

You must electronically transmit to us, on a daily basis (or less frequently if we agree), using the electronic means we determine periodically, your shop-level sales data. We currently do not have direct or on-line access to your computer or the data generated by your computer, but we may require this type of access in the future. In addition, we reserve the right to require independent, unlimited access to other information and data in your system in the future through use of the Internet or other medium. (Section 6.17 of Franchise Agreement.)

You are solely responsible for updating your point-of-sale system in a timely manner, as we require and/or as new electronic parts catalogs, pricing and/or software updates become available. There are no contractual limitations on the cost or frequency of this obligation.

In addition, we recommend that you utilize a high-speed Internet connection. You may also be required periodically to upgrade hardware and other software in order to meet either the requirements of CRI or any other software vendor you select, or our requirements with respect to data collection, retention and transmittal. These updates will be your responsibility and at your cost. Maintenance, repair and support will vary depending upon the vendor you select for the hardware and software, and are also your responsibility and at your cost. The current estimated cost of the computer, hardware and telephone systems for a Midas Shop is about $10,000 to $13,000.

If you elect to sign the Fleet Amendment and participate in the Fleet Program, you agree to fully comply with all of the Fleet Program requirements, policies and procedures as we designate periodically. Currently, these requirements include your use of a point-of-sale system that supports single step fleet interface (when available from point-of-sale vendors), high-speed Internet access, point-of-sale hardware that supports Windows operating systems. (Exhibit A to Exhibit D-6.)

Other than as described in this Item 11, neither we nor any of our affiliates are obligated to provide ongoing maintenance, repairs, upgrades, etc. for your computer systems including your point-of-sale system.

Midas Policy Manual

Franchisees have access to our Manual via the Internet. The Manual is confidential and remains our property. We may modify the Manual periodically. You will be permitted to review the Manual before you purchase the Midas Franchise. The Manuals can be reviewed at our corporate headquarters located at 4300 TBC Way, Palm Beach Gardens, Florida. Attached to this Disclosure Document as Exhibit L is the table of contents of our Manual. There are 95 total pages in our Manual. The Manual is designed to protect our reputation and the goodwill of the Marks, it is not designed to control the day-to-day operations of your Midas Shop.

Shop Opening

Typically we expect the length of time between signing the Franchise Agreement and opening a new Midas Shop is between 12 to 24 months. If you purchase an open and operating Midas Shop, the time period between signing the Franchise Agreement and assuming operations is usually about 1 to 2 months to ensure you satisfy all training obligations. If you are converting your automotive shop into a Midas Shop, the time period between signing the Franchise Agreement and opening as a Midas Shop is typically between 2 to 3 months depending on the amount of conversion construction (e.g., sign permitting, etc.) and completing your training requirement. After successfully completing the Operations Training Program, you must wait a minimum of 48 hours before you can officially open your Midas Shop. Factors affecting the length of time include site selection, financing arrangements, completing construction, obtaining licenses and permits, the complexity of zoning and local ordinances, real estate title and environmental problems, delivery and installation of equipment, delivery of inventory, hiring of staff, the completion of our initial franchisee Operations Training Program to our satisfaction, your personal involvement and level of activity, and changes in personal circumstances. You are required to select and present a Site and all information and materials we require to evaluate the Site within the Site Selection Period (Section 6.18(a) of the Franchise Agreement.). We have 30 days after receipt of all requested information to approve or disapprove, in our sole and absolute discretion, the Site as a location for your Franchised Unit. The proposed Site is deemed disapproved if we do not approve it within this time frame. We may terminate the Franchise Agreement if (a) you do not select and present a proposed Site for the location of the Franchised Unit to us within the Site Selection Period or (b) you fail to obtain our approval for the proposed site location for the Franchised Unit within 30 days after the expiration of the Site Selection Period. (Sections 6.18(e) and 8.2(d)(ix) of the Franchise Agreement.) You may be entitled to a partial refund of the initial franchise fee upon this termination, as described above in Item 5.

You or your landlord must employ a qualified licensed general contractor at your expense to construct the Franchised Unit and complete all improvements and employ a qualified architect, engineer or other licensed and professionally qualified individual to modify plans to conform to local legal requirements and specifications. (Section 6.18(b) of the Franchise Agreement.) You must complete construction and open a new Midas Shop within 12 months after final site approval. (Section 6.18(c) of the Franchise Agreement.) If you fail to meet any of these construction and opening timelines, we may terminate the Franchise Agreement. (Sections 6.18(e) and 8.2(d)(ix) of the Franchise Agreement.) However, it is our current policy to allow extensions of time if you have been unable to meet these deadlines after diligent efforts, provided you continue to make diligent efforts to find a location and construct and open the Franchised Unit. In that case, if you do not open a new Midas Shop for business within any extension period, we may elect to terminate the Franchise Agreement at that time, notwithstanding any previous extensions of time granted.

You must submit an Application to be awarded a Midas Shop franchise. As we designate, if we approve your Application you will be required to either sign the Franchise Agreement (and related documents) and pay the initial franchise fee or deposit with us a deposit to conduct site selection. You must sign the Franchise Agreement and related agreements before you can open the Franchised Unit for

business. Either you or we may terminate the Application at any time before the execution of the Franchise Agreement and other related agreements by giving written notice to the other party. If we do not accept your Application within 90 days of our receipt of your Application, it will be deemed rejected. In addition, we may terminate your Application if you do not execute and return the Franchise Agreement and related agreements to us within 30 days of your receipt thereof and pay any applicable fees. If the Application is terminated: (a) all of your rights provided in the Application will automatically terminate; and (b) we will have no further obligations to you under the Application (except for refunding the deposit in those limited circumstances expressly provided for in the Application).

Training Requirements

After you have signed the Franchise Agreement and other related agreements, but before your Franchised Unit opens, you (or if you are a corporation, partnership, or limited liability company, your Designated Owner (defined below)), and any other management or supervisory personnel of yours that you designate must complete one of our initial operations training programs ("Operations Training Program"). If you replace your Designated Owner the replacement Designated Owner must attend and complete, to our satisfaction, the Operations Training Program before the assumption of those responsibilities. The Operations Training Program must be completed, to our satisfaction, by these individuals before the opening of your Franchised Unit. The "Designated Owner" is the Franchisee or, if the Franchisee is a business entity, an owner of the Franchisee that is designated in Section 6.4 of the Franchise Agreement to: (a) devote his or her full time and effort to the active management and operation of the Franchised Unit, (b) reserve and exercise ultimate authority and responsibility regarding the management and operation of the Franchised Unit, and (c) represent and have authority to act on your behalf in all dealings with us. (Sections 3.1(d) and 6.4 of the Franchise Agreement.)

The Operations Training Program is conducted in 3 parts. Part 1 of the Operations Training Program consists of a minimum of two meetings with the Regional Sales Manager or another individual we designate, a minimum of 5 business days of in-shop observation at an operating Midas Shop of our choosing as determined by the Regional Sales Manager or another representative that we designate, the completion of an initial business plan and an analysis of the local competition. Part 2 of the Operations Training Program is an instructional program held at our training center in Palm Beach Gardens, Florida, which lasts a minimum of 4 days, with an additional 28 hours over 4 days for Shops that are operating on the R.O. Writer point-of-sale system. In addition, at our option, you may also be required to spend a minimum of 5 additional business days to practice and demonstrate competence on necessary skills (which is Part 3 of the Operations Training Program). This additional training, as applicable, will be at an operating Midas Shop or at a different regional location, as determined by the Regional Sales Manager or another individual we designate. The second part of the Operations Training Program is conducted approximately nine times throughout the calendar year, depending on participation levels. The Operations Training Program is scheduled based on participation levels throughout the year.

As of the date of this Disclosure Document, we provide the following initial training:

OPERATIONS TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training See Note A	Location
Part 1:			
Initial Regional Manager Meeting	0	4	As agreed to by you and us
Shop Operations and Certification	0	40	Local operating Midas Shop

Subject	Hours of Classroom Training	Hours of On-The-Job Training See Note A	Location
Research & Business Plan Preparation	0	8-24	Your home
Competitive Analysis	0	4-8	Your home
Second Regional Manager Meeting	0	4	As agreed to by you and us
Part 2:			
New Franchisee Orientation Training Course - See Note B	28-101	0	Our headquarters in Palm Beach Gardens, Florida
Part 3:			
New Franchisee Orientation Follow-Up and Certification	0	0-40	As agreed to by you and us
TOTALS	**28-101**	**60-120**	

A. These hours are estimates as it should be understood that the initial training (other than classroom training) is not time-based. Rather, the actual time it takes to complete each portion of the initial training is based on the ability and the desire of the individual to learn. Completion of all activities outlined in the Pre-Classroom Assignment and Details Workbook, which we will provide to you, as well as Regional Sales Manager meetings are necessary prior to attendance at the classroom portion of the initial training program.

B. The subjects covered in this part of the training include: Customer Service, Image Standards, Midas Processes, Standards of Service, Vehicle Inspection, Telephone Management, Sales Skills, Marketing & Advertising, Inventory Management, Midas Paperwork, Point-of-Sale Systems, Shop Scheduling, Bay Management, Shop Equipment, Business Measures, and Business Plans.

INSTRUCTIONAL MATERIALS: We may use manuals, handouts, multimedia, shop equipment, computer hardware and software, and various other instructional materials in conducting the Operations Training Program.

INSTRUCTORS: The shop operations training and certification portion of Part 1 of the Operations Training Program and the new franchisee orientation follow up and certification of Part 3 of the Operations Training Program may be conducted by an existing franchisee of ours who we have certified to conduct the training and certification. Each individual receiving this certification training program must sign a Certification Program Agreement in the form of Exhibit D-18 with us and the franchisee providing the training and certification. Part 2 of the Operations Training Program may be led by our Manager of Training, Glen Nicholson, who facilitates and manages this training in Palm Beach Gardens, Florida. Mr. Nicholson was TBC's Director of Learning and Development from 2002 to 2020. He was an independent training consultant from 2020 to 2022, and has been the Manager of Training for Midas since September, 2022. Mr. Nicholson has 41 years of experience in the field. In addition, we utilize department leaders, field service representatives (including Regional Sales Managers) and guest speakers for training. Other employees of ours, in addition to our training managers, give instruction in areas of their specialty, such as inventory management, shop management, marketing and customer service. In addition to our employees, instructors at the Operations Training Program may include several non-Midas employees (financial specialists, equipment company representatives, etc.).

We do not currently impose any charge for attending the Operations Training Program. However, we are financially responsible for tuition and materials only for the Operations Training Program. You and your employees will be responsible for all meals, travel, lodging and other living expenses incurred in attending initial and subsequent training program(s).

We will assess your performance and qualifications to become a franchisee on an ongoing basis throughout your participation in the Operations Training Program. We may terminate our preliminary approval of you as a prospective franchisee at any time if we determine that you and/or whomever attends the Operations Training Program with you cannot or has not completed the Operations Training Program to our satisfaction, or if the Training Manager otherwise is of the opinion, in his or her sole discretion, that you and/or the persons attending the Operations Training Program with you do not possess the attributes necessary to be a Midas franchisee.

We recommend that you not make any changes in your present employment situation or lifestyle until construction of your Franchised Unit commences and you have completed our Operations Training Program to our satisfaction. You should not resign from your present employment, begin sale of your home, or take any steps toward relocation prior to that time. Final approval for a Midas franchisee requires, in addition to other factors, completion to our satisfaction of all parts of the Operations Training Program and approval by the Vice President of Franchise Operations or his designee.

Additional Training for all Midas Shops

At our option, we may require that you and/or any of your managers you designate successfully complete additional training program(s) or course(s) after the opening of your Franchised Unit. These requirements will be described in the Manual or other written communications. We reserve the right to change, modify or amend these additional training requirements and to charge a fee for additional training courses at any time.

We may also offer supplemental training sessions for you and your managers to be held at various locations after your Franchised Unit opens. Periodically, we provide our franchisees written instructional materials and conduct training seminars in the field.

ITEM 12: TERRITORY

Franchise Agreement

The Franchise Agreement will grant to you the right to operate your Franchised Unit at a specific location only, that we approve, and does not in any way grant, confer or imply any geographic area, market or exclusive territorial right to you. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we or our affiliates franchise or own, or from other channels of distribution or competitive brands that we control.

Since the franchise does not grant to you any exclusive rights to an area, market or territory, there are no restrictions on you, us, our affiliates, or other franchisees with respect to soliciting or obtaining business from any geographic area. However, you do not have the right to use other channels of distribution (such as the Internet, catalog sales, telemarketing, or other direct marketing) to make sales using the Marks, whether at your Franchised Unit or otherwise. The sales and customer trading patterns of your Franchised Unit may change for a variety of reasons, including on-going development of the Franchised System.

If your right to possession of the Franchised Unit's premises is terminated without your fault or affirmative action on your part at any time during the term of the Franchise Agreement (or in any other case where we approve the termination at the premises), then if you notify us that: (a) this loss of possession has occurred, or (b) this loss of possession will occur within 6 months of the date of your notice, you will have the right to relocate your Franchised Unit to a new location subject to our approval. You will be required to pay us a relocation fee of $1,000 to compensate us for our time in reviewing your new site, unless the reason for the relocation is that you lease your premises from us or our affiliates and the head lease has expired. If you do not relocate within one year of the date of the closing of your previous location, your Franchise Agreement will automatically terminate. You may not relocate the Franchised Unit under any other circumstances. (Section 8.4 of the Franchise Agreement.)

Except as provided in an Area Development Agreement, as described below, you do not receive any options, rights of first refusal, or similar rights to acquire additional franchises. You do not receive any right to exclude, control or impose conditions upon the location or development of future Midas Shops. The continuation of your rights under the Franchise Agreement does not depend on you achieving a certain sales volume, market penetration, or other contingency. We may not alter your Designated Territory or any territorial rights.

We and our parents and affiliates have the right to establish other franchised or company-owned Midas Shops and Co-Branding Shops at any other location whatsoever, including what may, at any point in time, be considered within close proximity to your Franchised Unit. We and our parents and affiliates also have the right to operate or license others to operate similar or different businesses under any trade name, at any location, which may compete with your Franchised Unit. We and our parents and affiliates also reserve the right to (i) develop and operate any type of business, including a competitive business that does not use the Marks at any location whatsoever, including what may, at any point in time, be considered within close proximity to your Franchised Unit, (ii) acquire competitive businesses of any kind, in any location, for the purpose of selling the competitive business' assets or merging it into an existing business, including a competitor, (iii) operate, or franchise third parties to operate, competitive businesses anywhere whatsoever, (iv) sell products the same as, similar to, or different from those identified by the Marks described in Item 13 below and other products identified by the Marks, or identified by different trademarks, anywhere through other channels of distribution (such as the Internet, catalog sales, telemarketing or direct marketing), and (v) acquire and retain, directly or indirectly, the rights and obligations of any other franchisor or licensor of any business similar to or different from a Midas Shop operating under the same or different trademarks as the Marks. We are not required to pay you if we exercise any of these reserved rights.

Area Development Agreement

If we offer and you sign the Area Development Agreement, you will develop two Midas Shops within the Designated Territory. We and you will identify the Designated Territory in the Area Development Agreement before signing it. Sizes and boundaries for Designated Territories will vary widely depending on factors like economic conditions in the market you are developing, demographics, and site availability. There is no minimum size for Designated Territories. We will describe the Designated Territory using either longitude and latitude coordinates or a map that will generally describe the Designated Territory using streets or other natural boundaries or, in some markets, city or county boundaries. We and you will negotiate the Development Schedule establishing the dates by which you must sign a franchise agreement for each Midas Shop. We and you then will complete the Development Schedule in the Area Development Agreement before signing it. Generally, unless we agree otherwise, the Development Schedule will provide that the first Shop must be opened within 12 months after the effective date of the Area Development Agreement, and the second Shop must be opened within the following 12 months. The opening date is extended by six months for any newly constructed Shop.

One of the two Midas Shops opened under an Area Development Agreement may be an existing Midas Shop acquired in a transfer.

You must obtain our approval of the Site for each Franchised Unit to be opened pursuant to the Area Development Agreement. You will be required to comply with our then current requirements and standards in selecting each of these Sites.

You are not granted any exclusivity rights to your Designated Territory. We may offer and grant franchises or development rights for, or operate, other Midas Shops, or engage in any other businesses activities, within the Designated Territory without restriction during or after the term of the Area Development Agreement.

There are no other restrictions on us or our affiliates under the Area Development Agreement. We may terminate the Area Development Agreement (but not franchise agreements with you) if you do not satisfy your development obligations according to the Development Schedule. Except as described above, continuation of any territorial rights in the Designated Territory does not depend on your achieving a certain sales volume, market penetration, or other contingency.

Other Concepts and Businesses

As discussed in Item 1, we offer franchises to others to operate Co-Branding Shops under the Marks and the SpeeDee Marks, and SpeeDee likewise separately offers franchises to others to operate Midas/SpeeDee co-branded retail outlets under the Marks and SpeeDee Marks. The Co-Branding Shops and SpeeDee's co-branded outlets offer most of the services available at either a stand-alone Midas Shop or SpeeDee Shop, as described in this Disclosure Document, but at one location. These outlets may be owned and operated by co-branding franchisees, by SpeeDee, or by us or our affiliates. The owners of Co-Branding Shops and SpeeDee's co-branded outlets may solicit and accept customers in any geographic region where Midas Shops are located. It is possible that Co-Branding Shops may be operated in close proximity to your Franchised Unit or in your Designated Territory. See Item 20 below for information regarding the number of franchisee-owned and company-owned Co-Branding Shops as of the date of this Disclosure Document. We will resolve conflicts between us and the Co-Branding Shop franchisees and those between the Co-Branding Shop franchisees and the Midas franchisees regarding territory, customers and franchisor support as we deem appropriate under the circumstances. Our principal business address for purposes of both the Midas franchise system and the Co-Branding Shop franchise system is 4300 TBC Way, Palm Beach Gardens, Florida 33410.

Also as discussed in Item 1, Big O franchises others to operate Big O Stores under the Big O name, trademarks, trade names, service marks and other logos and symbols periodically designated by Big O, which are franchises for the operation of retail stores selling and servicing tires and related automotive products and services ("Big O Stores"). Some of these services may be identical to and in competition with those provided at Midas shops. Big O also owns and operates Big O Stores. See Item 1 above for information regarding the number of franchisee-owned and company-owned Big O Shops as of March 31, 2023. The owners of Big O Stores may solicit and accept customers in any geographic region where Big O Stores and Midas Shops are located. It is possible that Big O Stores may be operated in close proximity to your Franchised Unit or in your Designated Territory. We will resolve conflicts between us and the Big O Store franchisees regarding territory, customers and franchisor support as we deem appropriate under the circumstances. Big O's and our principal business address is 4300 TBC Way, Palm Beach Gardens, Florida 33410.

We currently share training facilities with Big O.

TBC and its subsidiaries distribute products in the automotive replacement market, including tires and tubes, through channels of distribution not involving Midas franchisees. The primary brand names for tires distributed by TBC include Interstate, Delta, Eldorado, Harvest King, Multi-Mile, National, Power King, Prinx, Sailun, Sumitomo, Towmax, Towstar, and Trailer King. Other brands TBC markets and distributes include Arctic Claw, Crosswind, Doral, Grand Prix, Mirada, Mud Claw, Solar, Sumic, Tourmax, Trail Guide, Trailcutter, Velozza, Wild Spirit, Wild Trac, and Wild Trail. TBC Retail, an indirect TBC subsidiary, also makes wholesale sales of tires and other automotive products under well-known brand names such as Bridgestone, Dunlop, Firestone, Goodyear, Hankook, Kelly Springfield, Michelin, Nexen, BFGoodrich, Uniroyal, Pirelli, Nitto, Cooper, and Toyo. TBC distributes its products through a network of distributors in the United States, Canada and Mexico. Some of these distributors act as wholesalers, retailers, and both wholesalers and retailers. Retail outlets carrying products of (or which are owned by) TBC and its subsidiaries may be located in close proximity to your Franchised Unit or in your Designated Territory, and may solicit and accept customers from within your Designated Territory.

ITEM 13: TRADEMARKS

The Midas Marks

If you are approved and execute the proper documents, we will grant you the non-exclusive right, privilege and obligation to use our trade names, trademarks, service marks, trade dresses and logos that we may make available to you from time to time in connection with the operation of your Franchised Unit under the Franchised System at the designated location. You may only use our current or future proprietary Marks (as defined below), as we may periodically direct to operate your Franchised Unit.

Our principal marks include, among others, "Midas", the Midas Oval and those listed in the table below (the "Marks"):

MIDAS' FEDERAL REGISTERED MARKS

Trademark	Registration Number	Registration Date
MIDAS	0655353	12/3/1957
	0803614	02/08/1966
	1238734	05/17/1983
	2611406	08/27/2002

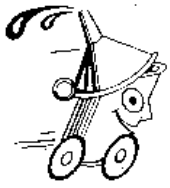
Trademark	Registration Number	Registration Date
MIDAS	2465462	07/03/2001
MIDAS	2465463	07/03/2001
TRUST THE MIDAS TOUCH	3108815	6/27/2006

We own the above Marks. We have filed, and we intend to continue to file, all affidavits and renewals for the Marks when required. In addition, we have established certain common law rights to the Marks acquired by virtue of our continuous and extensive use of and marketing utilizing the Marks.

Co-Branding Shops

If you sign a Co-Branding Amendment and acquire a Co-Branding Shop franchise, then we will also license you the right to use the following SpeeDee Marks:

SPEEDEE'S FEDERAL REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date
	1425159	01/13/1987
SPEEDEE OIL CHANGE & TUNE-UP	3017115	11/22/2005
	3736307	1/12/2010
SPEEDEE OIL CHANGE & AUTO SERVICE	4631872	11/4/2014

SpeeDee owns the SpeeDee Marks. SpeeDee has filed, and SpeeDee intends to continue to file, all affidavits and renewals for the SpeeDee Marks when required.

SpeeDee has granted us, in a Co-Brand Agreement dated effective January 31, 2017 (the "SpeeDee License Agreement"), a non-exclusive, royalty-free license to use and to permit our franchisees to use, the SpeeDee Marks in Co-Branding Shops. The SpeeDee License Agreement remains in effect for so long as any Co-Branding Shops of ours or co-branded Midas/SpeeDee outlets of SpeeDee are in existence, and may not be sooner terminated except upon the mutual agreement of the parties. Under the SpeeDee License Agreement, we likewise granted SpeeDee the reciprocal non-exclusive, royalty-free license to use and permits its own franchisees to use our Midas Marks in operating Midas/SpeeDee co-branded outlets, on substantially similar terms.

If you sign a Co-Branding Amendment and acquire a Co-Branding Shop franchise, all references to the Marks herein include the SpeeDee Marks, unless otherwise noted.

Information Regarding Marks

By granting you a franchise, we are granting you a license for the use of the Marks consistent with our brand requirements. We require all franchisees to comply with reasonable requirements that we may periodically set regarding the use of the Marks. You must use all Marks in full compliance with provisions of the Franchise Agreement and in accordance with our rules. You may not use the Marks or our name as a part of your corporate name whether with or without any prefix, suffix or other modifying words, terms, designs or symbols (other than logos that we license to you). In addition, you may not use any Mark in connection with the sale of any unauthorized product or service or otherwise in connection with the sale of any authorized product or service in any other manner not explicitly authorized in writing by us.

The Application and Area Development Agreement do not grant you rights to use the Marks. These rights arise only under the Franchise Agreement.

You must notify us immediately when you learn about any infringement of or challenge to your use of the Marks, including any litigation brought against you involving any of the Marks. We may take the action we deem appropriate (including no action) to preserve and protect the ownership, identity and validity of the Marks and control exclusively any litigation, United States Patent and Trademark Office ("USPTO") proceeding, or other administrative or legal proceeding arising from any infringement, challenge or claim, including the prosecution or defense of any claim involving your use of the Marks. Upon our request, you must cooperate with us in precluding unauthorized use of the Marks or any confusing similar mark or indicia and in defending or settling an infringement, challenge or litigation matter, at our expense. If we decide to take action, we will do so at our expense. If we do not take action, then you must protect yourself at your expense. We are not obligated to indemnify you in litigation involving a suit for infringement of the Marks.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, nor any pending infringement, opposition or cancellations, proceedings or material litigation involving the Marks that are relevant to their use by you in accordance with the Franchise Agreement. We do not know of any infringing uses or superior rights that could materially affect your use of the Marks in accordance with the Franchise Agreement in any state. No agreement limits our right to use or license the Marks.

We may acquire or develop additional trademarks, and may use those trademarks ourselves, make those trademarks available for use by you and other franchisees, or make those trademarks available for use by other persons or entities. We may modify or provide a substitute for any Mark. If we modify or discontinue a Mark or use additional or substitute names or marks, you must pay the costs relating to your Franchised Unit associated with the change (for example, changing signs, exterior and interior decor and appearance). In particular, if you acquire a Co-Branding Shop franchise, we may terminate the Co-

Branding Amendment upon notice, in the event we lose the rights to license the SpeeDee Marks. In that case, you must cease using the SpeeDee Marks and pay all costs relating to changing your Franchised Unit to solely use the Midas Marks.

We may also require you to use and display a notice, in a form that we approve, that you are a franchisee under the Franchised System using the Marks under a Franchise Agreement.

You may not directly or indirectly contest our ownership, title, right or interest in any of the Marks, names, trademarks, indicia, or any other word which incorporates the word "Midas", nor contest our right to register, use or license others to use those Marks, names, trademarks, indicia and other words or use such Marks in any way to disparage or negatively affect the goodwill of the Marks.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the franchise.

We assert copyright protection on most publications we issue, including, among others, our Manual, operational materials, and any other proprietary materials specifically created by us in connection with the Franchised System, including all proprietary advertisements, printed materials and forms. We are not required to register these copyrights with the United States Registrar of Copyrights to protect them. You must use the Manual and other copyrighted materials in a manner consistent with our ownership rights and solely for the promotion of your Franchised Unit.

You must promptly tell us when you learn about any unauthorized use of our copyrighted information. The Franchise Agreement does not require us to take affirmative action to protect or defend your rights to use our copyrights when notified of a possible infringement, although we intend to do so if we deem appropriate. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damage or expenses in a proceeding involving a copyright.

There currently are no pending copyright applications relating to our copyrighted materials. There are no effective adverse determinations of the USPTO, the United States Copyright Office or any court, nor is there any pending infringement, opposition or cancellation proceedings or material litigation, involving our copyrighted materials which are relevant to their use by you.

There are no agreements currently in effect which significantly limit our right to use or to license the use of our copyrighted materials in any manner material to your operation of the Franchised Unit.

We do not actually know of any infringing uses of our copyrights that could materially affect your use of those copyrighted materials in connection with your operation of the Franchised Unit under the Franchise Agreement in any state.

Our Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes, without limitation, product catalogs, price lists, training and policy manuals, sales promotion aids, business forms, methods of operations, business processes and techniques, accounting procedures, marketing and advertising reports, informational bulletins, staffing models, inventory systems, business strategies and goals, and other methods, formats, specifications, standards, systems, procedures, knowledge and experience used in developing and operating Midas Shops, marketing and advertising programs for Midas Shops, any technology that is proprietary to the Franchised System, knowledge of specifications for any suppliers of products and financial performance of Midas Shops other than your Franchised Unit, and graphic designs and related intellectual property.

You and your officers, directors, shareholders, partners and members are required to comply with the confidentiality and non-disclosure obligations described in the Franchise Agreement. You may not use our confidential information in an unauthorized manner. The Application and Franchise Agreement require that, both during and after their terms, you will not reveal any of our confidential information, nor will you use such confidential information in connection with any business or venture other than the operation of the Franchised Unit. You must take reasonable steps to prevent improper disclosure of our confidential information to others.

In addition to the reports you are required to submit to us, you agree to electronically transmit to us, on a daily basis (or such lesser frequency as may be agreed to by you and us) using such electronic means as determined by us from time to time, your Midas Shop-level sales data by part number/labor operation and by customer (hereinafter referred to collectively as the "Data"). You are permitted to use the Data only for purposes of operating the Midas Shop or any other Midas Shop(s) you own. You shall not use the Data in any manner that is inconsistent with, or in violation of, any other provision of the Franchise Agreement. For so long as this Franchise Agreement remains in effect, you shall refrain from selling, renting, disclosing, releasing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, the Data to another business or a third party for monetary or other valuable consideration, unless otherwise agreed to in writing by us. We are permitted to use the Data as we deem appropriate without obtaining any further written consent from you than what you provide in the Franchise Agreement. We will not identify you as the source of the Data, unless your Midas Shop is being sold and in which case we may disclose the Data to a prospective purchaser of the Midas Shop with your identification disclosed or if required to enforce any provision of the Franchise Agreement. In addition, within the Franchise Agreement, you will provide us permission to disclose any such information to potential purchasers (and their employees, agents and representatives) of us or our parents, subsidiaries, affiliates in connection with the sale or transfer of any of us or our parents, subsidiaries, or affiliates' equity interests or assets or any merger, reorganization or similar restructuring of the Midas business. We may share Data Compilations (as defined below) containing Midas Shop-specific Data with any third party without your consent. All Data transmitted by you to us shall be jointly owned, with no duty on the part of either you or us to account to the other with respect to its use and exploitation of the same. In the event of any termination or expiration of the Franchise Agreement (other than by us pursuant to Section 8.2 of the Franchise Agreement), both you and us shall continue to have an undivided ownership interest in the Data. Notwithstanding anything contained herein to the contrary, we shall be the sole and exclusive owner of any and all summaries and compilations (i.e., non-Midas Shop-specific data) generated or created by or for us from the Data (hereinafter referred to collectively as "Data Compilations"). However, we agree to make available to you, as and when reasonably requested, comparative market-level Data Compilations which specifically relate to your Midas Shop.

ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We believe that the success of your Franchised Unit will depend upon your personal and continued efforts, supervision and attention. Unless we agree otherwise in writing, you must personally participate and devote full time and effort in the direct on-premises management and operation of your Franchised Unit. If you are a corporation, limited liability company or partnership, you must designate at least one individual as the Designated Owner to have managerial responsibility of the Franchised Unit. In this case, the Designated Owner must devote full time and effort in the direct on-premises management and operation of the Franchised Unit. If your Designated Owner is responsible for supervising the day-to-day operations of the Franchised Unit, we will have the right to deal directly with him or her on matters pertaining to the day-to-day operations of the Franchised Unit. A Designated Owner is required to own an equity interest in a franchisee that is a business entity, unless we agree otherwise. You must diligently monitor and be responsible for the performance of any Designated Owner. The appointment of a

Designated Owner, if any, will not relieve you of any duties and obligations under the Franchise Agreement.

The philosophy of the Midas franchise system is based upon your direct, personal and active ownership and management of the business. Accordingly, unless we agree otherwise in writing, we require you and your shareholders, members or partners (in the case of a corporation, limited liability company or partnership, respectively) to meet the qualifications we establish and to complete to our satisfaction the Operations Training Program described in Item 11 above (as well as completion of the Operations Training Program by any other individuals we periodically designate).

If you are a corporation, limited liability company or partnership, each of your owners must personally guarantee to us, Midas Realty and Midas Property (and our affiliates) the prompt and full payment of all debts of the corporation, limited liability company or partnership, and must subordinate his or her claims against the corporation, limited liability company or partnership in our favor. We may, in our sole discretion, limit or waive this requirement. In addition, each of your owners is required to be personally bound by and personally liable for the breach of the franchisee under the Franchise Agreement including, but not limited to the confidentiality and non-disclosure obligations. (See Exhibit D-1.)

You are solely responsible for recruiting, hiring, firing, and supervising employees to operate the Franchised Unit. The employees of the Franchised Unit will be your employees, and they are not employees or agents of us. It is your sole responsibility to implement training and other programs for your employees related to the legal, safe, and proper performance of their work, regardless of the fact that we may provide advice, suggestions, and certain training programs. Any advice, suggestions, and training we provide are to protect our brand and the Marks and not to control the day-to-day operation of your Midas Shop. You will have sole authority and control over the day-to-day operations of the Midas Shop and its employees and other representatives.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only the products and services that we authorize and/or require as described in the Franchise Agreement, the Manual or in other communications that we send to you. You may not offer or sell any products or perform any services that we have not authorized or approved. See the subsection titled "Midas Products" in Item 8 for additional information. If you want to sell unapproved products or services, you must request our approval, in writing, and send to us information on your proposed products or services. We have the right to approve or disapprove of the proposed products or services in our sole discretion. We periodically may change the required and/or authorized products and services. There are no limits on our right to do so. You are required to comply with any policies that we implement regarding minimum inventory levels and inventory mix. Currently, we require that you maintain an inventory of at least 160 tires.

We do not impose any restrictions or conditions that limit your access to customers. However, you are expected to concentrate on the market in which your Franchised Unit is located.

Unless prohibited by applicable law, we may periodically set a maximum or minimum price that you may advertise and charge for products and services offered by your Shop. If we establish a maximum price for any products or services, you shall not offer or sell those products or services at any greater price. If we establish a minimum price for any products or services, you shall not offer or sell those products or services at any lesser price. If we do not establish pricing limits, we may establish suggested prices. You must abide by our advertising policies related to advertising prices.

[Continued on following page]

ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure Document as exhibits.

THE FRANCHISE RELATIONSHIP

	Provision	Section in Franchise or Other Agreement	Summary
a.	Length of the franchise term	Section 1.3 of the Franchise Agreement	Term is 20 years.
		Section 8 of the Area Development Agreement	Term of Area Development Agreement expires on date when last Midas Shop under schedule opens or is scheduled to open (whichever is earlier)
b.	Renewal or extension of the term	Article 9 of the Franchise Agreement	We may "renew" the term for one additional 20 year term after the initial term if you agree to sign our then current form of agreement (which may have materially different terms than the original agreement) and pay the renewal fee.
		Section 2 of the Fleet Amendment	We may extend the term for one or more consecutive 5-year extension periods if you sign our then current form of amendment. You have the right to opt out of extension periods upon giving proper notice.
		Area Development Agreement - None	Not Applicable. You have no right to renew or extend.

	Provision	Section in Franchise or Other Agreement	Summary
c.	Requirements for franchisee to renew or extend	Article 9 of the Franchise Agreement	You must be in good standing (credit, building maintenance, system participation); sign the then-current Franchise Agreement, Renewal Agreement, applicable Real Estate Document, general release (if state law allows) and other required documents (these documents may contain terms and conditions materially different from those in your previous documents, such as different fee requirements), and pay the fee. Conditions, such as relocation or remodeling, may be imposed.
		Area Development Agreement - None	Not applicable. You have no right to renew or extend.
d.	Termination by franchisee	Section 8.1 of the Franchise Agreement	You may terminate at any time after 30 days' written notice, unless you have executed a Co-Branding Amendment (subject to state law).
		Section 5 of the Application for Midas Shop Franchise	You may terminate at any time upon giving proper notice to us.
		Area Development Agreement - None	Not Applicable.
e.	Termination by franchisor without cause	Section 10.13 of the Franchise Agreement	We can terminate the Franchise Agreement if there is a force majeure event that prevents a party from performing under the Franchise Agreement and continues for 12 months or longer.
		Section 2 of the Co-Branding Amendment	We may terminate the Co-Branding Amendment at any time upon giving notice to you if we lose the rights to license the SpeeDee Marks.
		Section 5 of the Application for Midas Shop Franchise	We may terminate at any time upon giving proper notice to you.
		Area Development Agreement - None	Not Applicable.

	Provision	Section in Franchise or Other Agreement	Summary
f.	Termination by franchisor with cause	Sections 8.2 and 8.3, Lease Sections 2 and 23 Sublease Sections 7 and 21	We can terminate if you commit one of the violations described in (g) and (h) below.
		Section 4 of the Application for Midas Shop Franchise	We may terminate: if you do not execute and return the Franchise Agreement and related agreements and pay the applicable fees within 30 days of your receipt of them.
		Sections 2 and 7 of the Fleet Amendment	We may terminate: if we terminate the Fleet Program, if you breach the agreement or if at any time less than 90% of the then existing Midas franchisees provide notice that they will participating in the Fleet Program.
		Section 9 of the Area Development Agreement	We may terminate if you commit one of several violations.
g.	"Cause" defined – curable defaults	Section 8.2 of the Franchise Agreement	You have 7 days to cure: filing of a legal action in violation of the dispute resolution terms in the Franchise Agreement. You have 15 days to cure: non-payment of fees and non-submission of reports. You have 30 days to cure: non-compliance with policies and procedures (including training requirements) and other failures to perform.
		Section 2 of the Lease, Section 7 of the Sublease	We may elect to terminate the lease or sublease upon termination or expiration of the Franchise Agreement.
		Section 23 of the Lease Section 21 of the Sublease	You have 15 days to cure non-payment of fees and 30 days to cure defaults of non-monetary obligations.
		Section 9 of the Area Development Agreement	You have no rights to cure defaults.

	Provision	Section in Franchise or Other Agreement	Summary
h.	"Cause" defined – non-curable defaults	Sections 8.2(d) and 8.3 of the Franchise Agreement	Non-curable defaults include: conviction of felony or conduct with adverse effect on the system; repeated defaults, even if cured; submission of false reports to us; deception of consumers as to certain matters; seizure of assets by others; loss of premises unless authorized substitution made; unapproved transfers; bankruptcy-related events; failure to successfully complete the Operations Training Program or other training; failure to comply with audit; abandonment; failure to open business on time; failure to sign real estate documents; breach of related agreements including breach of Area Development Agreement for reasons other than failure to meet Development Schedule; or violation of non-compete covenant.
		Sections 2 and 23 of the Lease, Sections 7 and 21 of the Sublease	Non-curable defaults include: termination of the Franchise Agreement; submission of false reports; abandoning/vacating the premises; bankruptcy-related events; falsifying records; and repetitive defaults.
		Section 9 of the Area Development Agreement	Non-curable defaults are failure to meet schedule, breach of any obligation, and termination of any franchise agreement with you.

	Provision	Section in Franchise or Other Agreement	Summary
i.	Franchisee's obligations on termination/non-renewal	Section 8.7 of the Franchise Agreement	Payment of outstanding amounts; complete deidentification; assign and transfer telephone numbers to us.
		Section 2 of the Co-Branding Amendment	You must modify your Shop to remove the SpeeDee Marks and to meet then-current standards for a standard Midas Shop
		Section 23 of the Lease, Section 21 of the Sublease	Relinquish possession, pay all monetary obligations, including future rents for the remainder of the term, and any damages.
		Section 7 of the Fleet Amendment	Immediately cease using and return to us any Fleet Program materials and cease advertising, promoting or holding yourself out as a Fleet Program participant.
j.	Assignment of contract by franchisor	Section 7.12 of the Franchise Agreement	Agreement may be assigned to our successor or to our or our successor's shareholders, partners or members without restriction.
		Section 20 of the Lease, Section 28 of the Sublease, Section 11 of the Conditional Assignment of Lease	Agreement will be binding upon and will benefit the parties' assigns.
		Section 10 of the Area Development Agreement	No restriction on our right to assign or transfer ownership interests.
k.	"Transfer" by franchisee – defined	Section 7.1, 7.2 and 7.3 of the Franchise Agreement	Includes transfer of contract or assets and ownership change.
		Section 10 of the Area Development Agreement	Includes transfer of interest in Area Development Agreement or any ownership interest in you or your owner (if that owner is an entity).

	Provision	Section in Franchise or Other Agreement	Summary
l.	Our approval of transfer by franchisee	Section 7.4 of the Franchise Agreement	We have the right to approve all transfers but will not unreasonably withhold approval.
		Section 10 of the Area Development Agreement	No transfers without our prior written consent.
m.	Conditions for franchisor approval of transfer	Section 7.4 of the Franchise Agreement	New or existing franchisee must qualify and submit application and deposit (credit, character, experience, etc.); you are not in default under the Franchise Agreement; you pay all outstanding amounts; transfer fee paid; purchase agreement approved; training completed; general release signed by you; then-current Franchise Agreement signed along with other franchise documents (which may contain terms and conditions materially different from the original Franchise Agreement and other documents).
		Section 10 of the Area Development Agreement	We may grant or withhold consent for any or no reason. Underlying Franchise Agreements must be transferred concurrently.
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 7.3 of the Franchise Agreement	We can match any bona fide offer for your business.
o.	Franchisor's option to purchase franchisee's business	None.	Not Applicable.
p.	Death or disability of franchisee	Section 7.7 of the Franchise Agreement	Franchise must be assigned by estate to distributee under will (or by heir) or to a buyer, with our consent.
q.	Non-competition covenants during the term of the franchise	Sections 2.4(b), (d) & (e) of the Franchise Agreement, Section 16 of the Area Development Agreement	No competing business at any location (subject to state law).

	Provision	Section in Franchise or Other Agreement	Summary
r.	Non-competition covenants after the franchise is terminated or expires	Sections 2.4(c), (d) & (e) of the Franchise Agreement, Section 16 of the Area Development Agreement	No competing business within 15 miles of the Shop or any other Midas Shop for 2 years (subject to state law).
		Option and Shop Lease Section M.4(b)	You are not permitted to be involved in any automotive repair shop within a 1 mile radius of the Franchise Unit's premises (subject to state law).
s.	Modification of the agreement	Section 10.11 of the Franchise Agreement	The Manual and system standards are subject to change; we may issue policies, procedures and regulations during franchise term. The Franchise Agreement may be modified by a writing signed by both parties or, at our option, upon approval of 75% of our U.S. franchisees affected by the modification.
		Consent to Transfer	Upon transfer, we require the transferee to sign the then-current version of our franchise agreement, which may have terms materially different from the selling franchisee's franchise agreement.
		Sections 3 and 4 of the Fleet Amendment	We may make changes to the Fleet Program and will provide you notice of these changes.
		Section 36 of the Lease, Section 29 of the Sublease, Sections K and M.29 of the Option and Shop Lease	May be modified only by a written instrument executed by the parties.
		Section 18 of the Area Development Agreement	No modifications without signed writing.

	Provision	Section in Franchise or Other Agreement	Summary
t.	Integration/merger clause	Section 10.9 of the Franchise Agreement, Section 36 of the Lease, Section 29 of the Sublease, Sections K and M.29 of the Option and Shop Lease, Section 17 of the Area Development Agreement	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement is intended to disclaim any representations made by us in this Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Sections 7.11, 8.2(e), 9.7, and 10.12 of the Franchise Agreement, Section 3(d) of the Option and Shop Lease, Section 16 of the Area Development Agreement	Except for certain claims, all disputes must be arbitrated in Palm Beach Gardens, Florida (subject to state laws). In the case of determining rent, arbitration will be held the city where the premises are located. Under the Franchise Agreement, if a claim can be brought in court, both you and we agree to waive our rights to a jury trial.
v.	Choice of forum	Section 10.12 of the Franchise Agreement, Section 16 of the Area Development Agreement	State court located in Palm Beach County, Florida or Federal court located in West Palm Beach, Florida (subject to state law).
w.	Choice of law	Section 10.12 of the Franchise Agreement, , Section 16 of the Area Development Agreement	Laws of the State of Delaware (subject to state law).

In addition to the provisions noted in the chart above, the Franchise Agreement contains a number of provisions that may affect your legal rights, including a provision addressing limitations on when claims may be raised (See Section 7.11 of the Franchise Agreement.). We recommend that you carefully review all of these provisions, and each of the contracts attached to this Disclosure Document in their entirety, with a lawyer. Applicable state law might require additional disclosures related to the information contained in this Item 17. These additional disclosures, if any, appear in Exhibit K.

ITEM 18: PUBLIC FIGURES

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

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable

basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The following information is provided for the purpose of helping you evaluate the potential earnings capability of a Midas Shop. Please carefully read all information in this Item 19, including the statements following the tables, which explain the information provided in the tables below and the limitations on this and the other information contained in this Item 19.

A. Annual Gross Revenues

Part A of this financial performance representation includes the historical average annual Gross Revenues for U.S. Midas Shops that operated from January 1, 2021 through December 31, 2022 and met the following criteria: (i) the Shop had operated for at least 24 consecutive months as of December 31, 2022, and (ii) the Shop reported Gross Revenues data to us for each month of the 2021 and 2022 years. There were 967 total operating Shops in the U.S. as of December 31, 2022, however only 936 met the criteria (the "Part A Reporting Shops"), representing approximately 96.8% of the total franchised U.S. Shops. The 58 Shops operating as Midas/SpeeDee Co-Branding Shops as of December 31, 2022 are excluded from this Part A. There were 40 Shops that closed for various reasons during 2021 and 2022, one of which had been open less than 12 months. "Gross Revenues" means all revenue from a franchised outlet as reported by royalty sales.

We separated the Part A Reporting Shops into 4 quartiles based on average Gross Revenues, with the Top Quartile reflecting the results of those with the highest average Gross Revenues for the 2021 and 2022 years and the 4th Quartile reflecting those with the lowest average. The 2nd and 3rd Quartiles reflect results of those Midas Shops with the second highest and second lowest average, respectively. The results of the Top 10% and Bottom 10% of Part A Reporting Shops, in terms of Gross Revenues, are also shown.

Of the Part A Reporting Shops included, 40.7% exceeded the overall average annual Gross Revenues of all Part A Reporting Shops of $1,114,417.

Total Midas Franchise Outlets:	936							
Outlets per Quartile:	234		234		234		234	
	Top Quartile		2nd Quartile		3rd Quartile		4th Quartile	
Maximum/Minimum:	$5,256,172	$1,320,852	$1,318,478	$1,022,793	$1,022,523	$ 792,608	$ 791,845	$ 203,082
Median/Average:	$1,611,549	$1,765,406	$1,146,867	$1,153,924	$ 909,200	$ 910,275	$ 652,082	$ 628,062
Exceeded Average:	83	35%	111	47%	116	50%	130	56%

Top/Bottom 10% Outlets				
	Top 10%		Bottom 10%	
Maximum/Minimum:	$5,256,172	$1,704,169	$ 613,927	$ 203,082
Median/Average:	$1,988,219	$2,180,157	$ 527,231	$ 513,842
Exceeded Average:	35	37%	55	59%

B. Gross Revenues and Cost Analysis

Part B of this financial performance representation includes the average Total Income, Gross Profit, and Net Income, in addition to certain expense and margin information for U.S. Midas Shops that operated from January 1, 2022 through December 31, 2022 under the same business entity and met the following criteria: (i) the Shop had operated for at least 12 consecutive months as of December 31, 2022, and (ii) the Shop furnished financial data to us for year 2022 with information regarding expenses that we believe to be reliable. There were 967 total operating Shops in the U.S. as of December 31, 2022 and 343 met the criteria (the "Part B Reporting Shops"), representing approximately 87.1% of the total franchised U.S. Shops. The 58 Shops operating as Midas/SpeeDee Co-Branding Shops as of December 31, 2022 are excluded from this Part B. There were 17 Shops that closed for various reasons during 2022, none of which had been open less than 12 months.

We separated the Part B Reporting Shops into 4 quartiles based on average Total Incomes, with the Top Quartile reflecting the results of those with the highest average Total Incomes for the 2022 Year and the 4th Quartile reflecting those with the lowest average.

The average Total Income of all of the Part B Reporting Shops was $1,237,562 and the following averages represent a percentage of income of these Part B Reporting Shops: Cost of Goods Sold, 27.8%; Gross Profit, 72.0%, Total Labor, 30.9%; Total Operating Expense, 61.2%; Net Income From Operations, 10.7%.

Income Statement Performance From January 1, 2022 Through December 31, 2022

Total Midas Franchise Outlets	343							
Outlets Per Quartile	85		86		86		86	
	Top Quartile		2nd Quartile		3rd Quartile		4th Quartile	
Total Income	**$ 1,935,652**	**100.0%**	**$1,306,278**	**100.0%**	**$1,036,362**	**100.0%**	**$ 680,072**	**100.0%**
Cost of Goods Sold	$ 534,026	27.6%	$ 370,402	28.4%	$ 278,936	26.9%	$ 193,780	28.5%
Gross Profit	**$ 1,398,930**	**72.3%**	**$ 930,573**	**71.2%**	**$ 752,955**	**72.7%**	**$ 486,292**	**71.5%**
Total Labor	$ 592,053	30.6%	$ 399,846	30.6%	$ 322,900	31.2%	$ 216,530	31.8%
Royalty & Advertising	$ 183,357	9.5%	$ 126,903	9.7%	$ 102,920	9.9%	$ 65,716	9.7%
Total Occupancy	$ 128,499	6.6%	$ 96,334	7.4%	$ 91,356	8.8%	$ 74,646	11.0%
Utilities	$ 21,292	1.1%	$ 17,894	1.4%	$ 16,740	1.6%	$ 14,340	2.1%
Other Expenses	$ 197,597	10.2%	$ 148,712	11.4%	$ 119,800	11.6%	$ 97,645	14.4%
Total Operating Expenses	$ 1,122,799	58.0%	$ 789,689	60.5%	$ 653,716	63.1%	$ 468,877	68.9%
Net Income From Operations	**$ 276,132**	**14.3%**	**$ 140,884**	**10.8%**	**$ 95,768**	**9.2%**	**$ 17,415**	**2.6%**

Total Income

	Top Quartile		2nd Quartile		3rd Quartile		4th Quartile	
Maximum/ Minimum	$5,256,172	$1,465,012	$1,461,543	$1,160,183	$1,159,056	$857,577	$855,061	$396,333
Median/Average	$1,703,887	$1,935,652	$1,233,916	$1,306,278	$1,053,036	$1,036,362	$607,262	$680,072
Exceeded Average	**24**	**28%**	**40**	**47%**	**46**	**53%**	**50**	**58%**

Gross Profit

	Top Quartile		2nd Quartile		3rd Quartile		4th Quartile	
Maximum/ Minimum	$3,856,820	$765,113	$1,163,181	$746,814	$904,206	$598,372	$665,249	$290,803
Median/Average	$1,249,758	$1,398,930	$895,951	$930,573	$695,890	$752,955	$433,198	$486,292
Exceeded Average	**26**	**31%**	**43**	**50%**	**41**	**48%**	**48**	**56%**

Net Income From Operations

	Top Quartile		2nd Quartile		3rd Quartile		4th Quartile	
Maximum/ Minimum	$1,006,870	-$49,252	$349,206	-$167,243	$299,387	-$109,043	$339,901	-$145,844
Median/Average	$332,194	$276,132	$216,496	$140,884	$31,183	$95,768	-$58,272	$17,415
Exceeded Average	**42**	**49%**	**47**	**55%**	**42**	**49%**	**40**	**47%**

The accompanying footnotes are an integral part of these tables and should be read in their entirety for a full understanding of the information contained in them.

FOOTNOTES:

(1) Both of the tables show historic financial performance representations. Part A is an historic financial performance representation reflecting the average franchisee Annual Gross Revenues for the Part A Reporting Shops on an annual basis for the most recent two calendar years of January 1, 2021 through December 31, 2022. Part B is an historic financial performance representation reflecting the average franchisee Total Income, Gross Profit, and Net Income for the Part B Reporting Shops for the year from January 1, 2022 through December 31, 2022. For purposes of this Item 19, "Gross Revenues" or "Total Income" means the total revenue of a Midas Shop, less taxes, discounts, rebates, and returns. In Part B, "Gross Profit" means the Total Income less the Cost of Goods Sold, and "Net Income From Operations" means the Gross Profit less those "Operating Expenses" identified in the table (total labor, the royalty paid to us, advertising expenses, total occupancy expenses, utilities, and other expenses). See footnote 4 below regarding these expenses. In Part B, we have also disclosed the percentage of the Total Income represented by each of the line items of expenses, Gross Profit, and Net Income From Operations. Additionally, the tables each disclose the maximum (highest) and the minimum (lowest) figures achieved by a Shop in each grouping.

(2) Part A also sets forth the median of annual Gross Revenues for each grouping of Shops, and Part B also sets forth the median of Total Income, Gross Profit, and Net Income for each quartile of Shops. The "median" for purposes of these tables means the results of the Shops falling in the middle of each group in terms of each relevant category of data, or, where there is an even number of Shops, the average of the results of the two Shops falling in the middle of the group.

(3) Each of the tables also indicates the number and percentage of the applicable Shops within each group that meet or exceed the averages stated.

(4) Part B contemplates the Cost of Goods Sold and the expenses identified in the "Total Operating Expenses" portion of the table. The Costs of Goods Sold generally includes the cost of products sold which may include the cost of exhaust systems, brake components, suspension parts, heating and cooling system parts, tires and batteries and other motor vehicle parts, and other goods purchased for resale from Midas or others, but does not include labor costs. The "Other Expenses" portion of the Total Operating Expenses generally includes other expenses incurred toward generating income, but excluding the labor, royalty, advertising, occupancy and utility expenses otherwise noted. Expenses vary substantially and are based on particular factors relevant to each Shop. Your additional expenses may include wages and reimbursements for yourself, personal expenses, and other fees and expenses. You may incur operating expenses different from those stated above as well as other isolated or recurring expenses. See Items 5, 6, and 7 for fees and other expenses you may incur. Further, the tables do not show any taxes paid by the Shops, including any sales taxes, payroll taxes, and income taxes that may be applicable. Taxes vary widely between geographic areas and from Shop to Shop. You should conduct an independent investigation of the costs and expenses you will incur in operating your Midas Shop. Franchisees or former franchisees listed in Exhibits A-1 and A-2 to this disclosure document may be one source of this information.

(5) We offered substantially the same services to all of the Shops included in each chart, which offered substantially the same products and services to the public.

(6) The foregoing tables cover only standard Midas Shop franchises and not any Co-Branding Shop franchises. In a Co-Branding Shop franchise, you will be offering additional service and products but will have additional expenses and fees as described in Items 6 and 7. We do not provide any financial performance representation related to the performance of Co-Branding Shop franchises.

(7) The revenue and income information in the tables was compiled based on actual reported sales by our existing U.S. Midas Shop outlets during the applicable periods based on monthly sales reports submitted to us by Midas franchisees for the purpose of computing royalty fees. The expense and Net Income data in Part B was compiled based on the financial data of the Part B Reporting Shops that were submitted to us.

(8) There were no company-owned Midas Shops as of December 31, 2022, and no company-owned Midas Shops are reflected in these tables.

Written substantiation of the data used in preparing the information set forth in this Item 19 will be made available to you on reasonable request.

We encourage you to consult with your financial advisors in reviewing the information in this Item 19, in particular, in estimating the categories and amount of expenses that may be incurred in establishing and operating a Midas Shop.

Some outlets have earned these amounts. Your individual results may differ. There is no assurance you will earn as much.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our President, Leonard Valentino, either at 4300 TBC Way, Palm Beach Gardens, Florida 33410 or (561) 383-3000, the Federal Trade Commission, and the appropriate state regulatory agencies.

[Continued on following page]

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Standard Midas Outlets

TABLE NO. 1

MIDAS SYSTEMWIDE OUTLET SUMMARY FOR
YEARS 2020 TO 2022
(2020 fiscal year represents the period from April 1, 2020 to March 31, 2021)
(2021 fiscal year represents the period from April 1, 2021 to March 31, 2022)
(2022 fiscal year represents the period from April 1, 2022 to March 31, 2023)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	992	977	-15
	2021	977	970	-7
	2022	970	963	-7
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	**2020**	**992**	**977**	**-15**
	2021	**977**	**970**	**-7**
	2022	**970**	**963**	**-7**

TABLE NO. 2

TRANSFER OF MIDAS OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
YEARS 2020 TO 2022
(2020 fiscal year represents the period from April 1, 2020 to March 31, 2021)
(2021 fiscal year represents the period from April 1, 2021 to March 31, 2022)
(2022 fiscal year represents the period from April 1, 2022 to March 31, 2023)

State	Year	Number of Transfers
Alabama	2020	0
	2021	5
	2022	0
Arizona	2020	1
	2021	0
	2022	4[(1)]
Arkansas	2020	0
	2021	2
	2022	3[(1)]
California	2020	7
	2021	12
	2022	8[(1)]

State	Year	Number of Transfers
Colorado	2020	0
	2021	2
	2022	1
Connecticut	2020	5
	2021	0
	2022	0
Florida	2020	2
	2021	9
	2022	6[(1)]
Georgia	2020	0
	2021	0
	2022	2[(1)]
Illinois	2020	2
	2021	1
	2022	5[(1)]
Indiana	2020	4
	2021	1
	2022	6[(1)]
Kentucky	2020	0
	2021	0
	2022	2[(1)]
Maryland	2020	0
	2021	0
	2022	2[(1)]
Massachusetts	2020	6
	2021	5
	2022	4[(1)]
Michigan	2020	0
	2021	14
	2022	3
Minnesota	2020	11
	2021	11
	2022	1[(1)]
Mississippi	2020	1
	2021	1
	2022	0
Missouri	2020	0
	2021	0
	2022	1

State	Year	Number of Transfers
Montana	2020	0
	2021	0
	2022	4[(1)]
Nebraska	2020	1
	2021	0
	2022	1
Nevada	2020	0
	2021	4
	2022	0
New Hampshire	2020	0
	2021	0
	2022	3[(1)]
New Jersey	2020	1
	2021	11
	2022	1
North Carolina	2020	0
	2021	1
	2022	0
Oklahoma	2020	2
	2021	0
	2022	0
Oregon	2020	1
	2021	4
	2022	1
Pennsylvania	2020	2
	2021	0
	2022	12[(1)]
Rhode Island	2020	1
	2021	1
	2022	1[(1)]
South Carolina	2020	0
	2021	1
	2022	2
South Dakota	2020	0
	2021	1
	2022	0
Tennessee	2020	1
	2021	13
	2022	2[(1)]

State	Year	Number of Transfers
Texas	2020	7
	2021	7
	2022	0
Utah	2020	1
	2021	0
	2022	0
Virginia	2020	0
	2021	0
	2022	4[(1)]
Washington	2020	1
	2021	0
	2022	3[(1)]
Wisconsin	2020	6
	2021	1
	2022	1[(1)]
Wyoming	2020	0
	2021	0
	2022	1
Total	**2020**	**63**
	2021	**107**
	2022	**84**

(1) For many of the transfers listed for 2022, the transferor franchisees each operated multiple outlets and transferred some but not all of their outlets to a third party, or else the transfer involved only an equity sale in the franchisee entity. As a result, these transfers did not result in a franchisee leaving the system. The franchisees are not listed in Exhibit A-2 with the franchisees who left the system because they remain in the system and are included on the list of current franchisees in Exhibit A-1.

[Continued on following page]

TABLE NO. 3
STATUS OF MIDAS FRANCHISED OUTLETS
YEARS 2020 TO 2022
(2020 fiscal year represents the period from April 1, 2020 to March 31, 2021)
(2021 fiscal year represents the period from April 1, 2021 to March 31, 2022)
(2022 fiscal year represents the period from April 1, 2022 to March 31, 2023)

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2020	7	3	0	0	0	0	10
	2021	10	0	0	0	0	0	10
	2022	10	0	2[(1)]	0	0	1	7
Alaska	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Arizona	2020	22	0	0	0	0	0	22
	2021	22	0	0	0	0	0	22
	2022	22	0	0	0	0	0	22
Arkansas	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
California	2020	73	2	7	0	0	0	68
	2021	68	0	2	0	0	1	65
	2022	65	1	1	0	0	0	65
Colorado	2020	29	1	0	0	0	0	30
	2021	30	0	1	0	0	0	29
	2022	29	0	0	0	0	0	29
Connecticut	2020	19	0	0	0	0	0	19
	2021	19	0	0	0	0	0	19
	2022	19	0	0	0	0	0	19
Delaware	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	1	0	0	0	0	4
District of Columbia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020	42	0	1	0	0	1	40
	2021	40	2	3	0	0	0	39
	2022	39	0	1	0	0	0	38
Georgia	2020	15	0	2	0	0	0	13
	2021	13	0	0	1	0	0	12
	2022	12	0	0	0	0	0	12

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Hawaii	2020	6	1	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Idaho	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Illinois	2020	70	2	2	0	0	0	70
	2021	70	0	2	0	0	0	68
	2022	68	0	0	1[(1)]	0	0	67
Indiana	2020	38	1	0	0	0	0	39
	2021	39	1	1	0	0	0	39
	2022	39	2	0	0	0	0	41
Iowa	2020	15	0	0	0	0	0	15
	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15
Kansas	2020	11	1	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
Kentucky	2020	9	0	2	0	0	0	7
	2021	7	1	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Louisiana	2020	7	0	1	0	0	0	6
	2021	6	1	1	0	0	0	6
	2022	6	0	2[(1)]	1	0	0	3
Maine	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Maryland	2020	27	1	3	0	0	1	24
	2021	24	1	0	0	0	0	25
	2022	25	0	0	0	0	1	24
Massachusetts	2020	27	0	1	0	0	0	26
	2021	26	2	1	0	0	0	27
	2022	27	0	0	0	0	0	27
Michigan	2020	48	0	0	0	0	0	48
	2021	48	1	0	0	0	0	49
	2022	49	0	1[(1)]	1	0	1	46
Minnesota	2020	21	0	0	0	0	0	21
	2021	21	0	0	0	0	0	21
	2022	21	0	0	0	0	0	21

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Mississippi	2020	6	0	0	0	0	0	6
	2021	6	1	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Missouri	2020	19	0	1	0	0	0	18
	2021	18	0	0	0	0	0	18
	2022	18	3	3[(1)]	0	0	0	18
Montana	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Nebraska	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Nevada	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	1	0	0	0	8
New Hampshire	2020	12	0	1	0	0	0	11
	2021	11	0	0	0	0	0	11
	2022	11	0	0	0	0	0	11
New Jersey	2020	40	1	1	0	0	0	40
	2021	40	1	1	0	0	0	40
	2022	40	0	0	0	0	0	40
New Mexico	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
New York	2020	42	0	0	0	0	0	42
	2021	42	1	0	0	0	0	43
	2022	43	0	0	0	0	0	43
North Carolina	2020	8	1	1	0	0	0	8
	2021	8	0	3	0	0	0	5
	2022	5	1	0	0	0	0	6
North Dakota	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Ohio	2020	74	0	0	0	0	0	74
	2021	74	0	0	0	0	0	74
	2022	74	0	1[(1)]	0	0	0	73
Oklahoma	2020	8	0	1	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	1	0	0	0	0	8

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Oregon	2020	12	0	0	0	0	1	11
	2021	11	0	0	0	0	0	11
	2022	11	0	1	0	0	0	10
Pennsylvania	2020	52	1	0	0	0	1	52
	2021	52	2	2	0	0	0	52
	2022	52	0	1	0	0	0	51
Rhode Island	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
South Carolina	2020	14	1	0	0	0	0	15
	2021	15	1	0	0	0	0	16
	2022	16	0	0	0	0	0	16
South Dakota	2020	1	0	0	0	0	0	1
	2021	1	0	1	0	0	0	0
	2022	0	0	0	0	0	0	0
Tennessee	2020	19	0	0	0	0	0	19
	2021	19	0	0	0	0	0	19
	2022	19	0	0	0	0	0	19
Texas	2020	58	3	2	0	0	0	59
	2021	59	4	2	0	0	0	61
	2022	61	4	0	0	0	0	65
Utah	2020	6	0	0	0	0	0	6
	2021	6	0	1	0	0	0	5
	2022	5	0	0	0	0	0	5
Vermont	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Virginia	2020	25	0	2	0	0	0	23
	2021	23	0	0	0	0	0	23
	2022	23	1	0	1	0	0	23
Washington	2020	26	0	2	0	0	0	24
	2021	24	1	4	0	0	0	21
	2022	21	1	1	0	0	0	21
Wisconsin	2020	21	0	0	0	0	0	21
	2021	21	0	0	0	0	0	21
	2022	21	0	0	0	0	0	21
Wyoming	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Totals	**2020**	**992**	**19**	**30**	**0**	**0**	**4**	**977**
	2021	**977**	**20**	**25**	**1**	**0**	**1**	**970**
	2022	**970**	**15**	**15**	**4**	**0**	**3**	**963**

(1) For certain of these outlets that are listed as having terminated or not renewed in 2022, the franchisees each operated multiple outlets and the rights to some but not all of their outlets were terminated or not renewed, or else they represent outlets that temporarily closed but then reopened. As a result, these franchisees did not leave the system and are not listed in Exhibit A-2 with the franchisees who left the system because they remain in the system and are included on the list of current franchisees in Exhibit A-1.

TABLE NO. 4

STATUS OF MIDAS COMPANY-OWNED OUTLETS
YEARS 2020 TO 2022(1)
(2020 fiscal year represents the period from April 1, 2020 to March 31, 2021)
(2021 fiscal year represents the period from April 1, 2021 to March 31, 2022)
(2022 fiscal year represents the period from April 1, 2022 to March 31, 2023)

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Totals	**2020**	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**0**	**0**	**0**	**0**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**

(1) Midas does not operate any company-owned shops.

TABLE NO. 5

PROJECTED MIDAS OPENINGS FOR 2023

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	1	0
Arizona	0	1	0
Colorado	1	0	0
Florida	2	1	0
Georgia	2	0	0
Illinois	0	2	0
Kansas	0	1	0
Maryland	1	0	0

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Michigan	0	1	0
Mississippi	1	0	0
Missouri	0	3	0
Oregon	0	1	0
South Carolina	0	1	0
Tennessee	1	0	0
Texas	1	10	0
Virginia	1	0	0
Totals	**10**	**22**	**0**

The figures contained in this Item are as of March 31, 2021, March 31, 2022, and March 31, 2023, as applicable.

Exhibit A-1 to this Disclosure Document lists the names of all active Midas franchisees and the addresses and telephone numbers of their Midas Shops as of March 31, 2023. Exhibit A-2 lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of each of the Midas franchisees who had a Franchise Agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the period of April 1, 2022 through March 31, 2023, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. The foregoing tables, and Exhibits A-1 and A-2, do not include any Co-Branding Shops.

Co-Branding Shop Outlets

TABLE NO. 1

MIDAS/SPEEDEE CO-BRANDING SHOP SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2020 TO 2022[(1)]
(2020 fiscal year represents the period from April 1, 2020 to March 31, 2021)
(2021 fiscal year represents the period from April 1, 2021 to March 31, 2022)
(2022 fiscal year represents the period from April 1, 2022 to March 31, 2023)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	63	61	-2
	2021	61	61	0
	2022	61	58	-3
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	**2020**	**63**	**61**	**-2**
	2021	**61**	**61**	**0**
	2022	**61**	**58**	**-3**

(1) This table and the following four tables including only those Co-Branding Shops that are franchised by us. As disclosed in Items 1 and 13, SpeeDee has the right to operate and offer franchises for Midas/SpeeDee co-branded franchised outlets itself. Those outlets are offered and operated under different terms determined by SpeeDee and are not substantially similar to the Co-Branding Shop outlets offered under this Disclosure Document.

TABLE NO. 2

TRANSFER OF MIDAS/SPEEDEE CO-BRANDING SHOP OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR)
YEARS 2020 TO 2022
(2020 fiscal year represents the period from April 1, 2020 to March 31, 2021)
(2021 fiscal year represents the period from April 1, 2021 to March 31, 2022)
(2022 fiscal year represents the period from April 1, 2022 to March 31, 2023)

State	Year	Number of Transfers
California	2020	0
	2021	1
	2022	1
Totals	**2020**	**0**
	2021	**1**
	2022	**1**

TABLE NO. 3

STATUS OF MIDAS/SPEEDEE CO-BRANDING SHOP FRANCHISED OUTLETS
YEARS 2020 TO 2022
(2020 fiscal year represents the period from April 1, 2020 to March 31, 2021)
(2021 fiscal year represents the period from April 1, 2021 to March 31, 2022)
(2022 fiscal year represents the period from April 1, 2022 to March 31, 2023)

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Arizona	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
California	2020	21	0	2	0	0	0	19
	2021	19	0	0	0	0	0	19
	2022	19	0	2[(1)]	0	0	0	17
Colorado	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020	10	0	0	0	0	0	10
	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Hawaii	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Illinois	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Indiana	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Michigan	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nebraska	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New York	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Ohio	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
South Carolina	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Texas	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	1	0	0	0	11
Totals	**2020**	**63**	**0**	**2**	**0**	**0**	**0**	**61**
	2021	**61**	**0**	**0**	**0**	**0**	**0**	**61**
	2022	**61**	**0**	**3**	**0**	**0**	**0**	**58**

(1) For the two outlets that are listed as having been terminated in California in 2022, the franchisees operated multiple outlets and the rights to some but not all of their outlets were terminated. As a result, these franchisees did not leave the system and are not listed in Exhibit A-4 with the Co-Branding Shop franchisees who left the system because they remain in the system and are included on the list of current franchisees.

TABLE NO. 4

STATUS OF MIDAS/SPEEDEE CO-BRANDING SHOP COMPANY-OWNED OUTLETS
YEARS 2020 TO 2022 [(1)]
(2020 fiscal year represents the period from April 1, 2020 to March 31, 2021)
(2021 fiscal year represents the period from April 1, 2021 to March 31, 2022)
(2022 fiscal year represents the period from April 1, 2022 to March 31, 2023)

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Totals	**2020**	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**0**	**0**	**0**	**0**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**

(1) Neither Midas nor SpeeDee operates any company-owned Co-Branding Shops.

TABLE NO. 5

PROJECTED MIDAS/SPEEDEE CO-BRANDING SHOP OPENINGS FOR 2023

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Totals	**0**	**0**	**0**

The figures contained in this Item are as of March 31, 2021, March 31, 2022, and March 31, 2023, as applicable.

Exhibit A-3 to this Disclosure Document lists the names of all active Co-Branding Shop franchisees and the addresses and telephone numbers of their Co-Branding Shops as of March 31, 2023. Exhibit A-4 lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of each of the Co-Branding Shop franchisees who had a Franchise Agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the period of April 1, 2022 through March 31, 2023, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document.

Additional Information

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the Franchised System.

In some instances, during our last three fiscal years, current and former franchisees have signed provisions restricting their ability to speak openly about their experience with us. You may want to speak with current and former franchisees, but be aware that not all of these franchisees will be able to communicate with you. The circumstances under which franchisees have signed confidentiality agreements in the past include when we have purchased assets from, or entered into other forms of settlement with, a current or former franchisee as we require that the terms of the transaction remain confidential and the franchisee agree to a non-disparagement commitment.

We have created and sponsor three advisory committees comprised of franchisees that we select, including an operations committee, a marketing committee, and an IT committee. These committees may be contacted at our address, telephone number, and e-mail address.

The following trademark-specific franchise association has requested to be included in this Disclosure Document: International Midas Dealers Association, 4919 Lamar Avenue, Mission, Kansas 66202. Telephone: (877) 543-6203. Email: imda@dci-kansascity.com. Website: www.imda.today.

ITEM 21: FINANCIAL STATEMENTS

Attached to this Disclosure Document in Exhibit B are the audited consolidated financial statements of TBC Holdings and its subsidiaries as of March 31, 2023, March 31, 2022, and March 31, 2021 and for the years then ended. We are owned indirectly by TBC Corporation, which is owned directly by TBC Holdings. TBC Holdings has absolutely and unconditionally guaranteed our performance of our obligations under the Franchise Agreement and state registrations. A copy of that Guarantee of Performance is included with the financial statements in Exhibit B.

ITEM 22: CONTRACTS

Attached is a copy of each of the following documents:

Application for Midas Shop Franchise (Exhibit C-1)
Franchise Applicant Questionnaire (Exhibit C-2)
Franchise Agreement (Exhibit D-1)
Personal Guaranty (Exhibit D-2)
Subordination Agreement (Exhibit D-3)
Co-Branding Amendment (Exhibit D-4)
Authorization for Automated Clearing House Debits (Exhibit D-5)
Fleet Amendment to the Franchise Agreement (Exhibit D-6)
Consent to Transfer Agreement (Exhibit D-7)
Midas Standard Release Form (Exhibit D-8)
Assumption of Shop Obligations (Exhibit D-9)
Renewal Agreement (Exhibit D-10)
Marketing Funds Agreement (Exhibit D-11)
New Franchisee Incentive Rider (Exhibit D-12)
Existing Franchisee Incentive Rider (Exhibit D-13)
Veteran & First Responder Incentive Rider (Exhibit D-15)
Transfer Incentive Rider (Exhibit D-16)
Area Development Agreement (Exhibit D-17)
Certification Program Agreement (Exhibit D-18)
Security Agreement (Exhibit D-19)
Promissory Note (Exhibit D-20)
Lease (Exhibit F-1)
Sublease (Exhibit F-2)
Option and Shop Lease (Exhibit F-3)
Conditional Assignment of Lease (Exhibit F-4)
Assignment of Lease/Sublease (Exhibit F-5)
Deferred Maintenance Agreement (Exhibit F-6)
Sonsio Warranty User Agreement (Exhibit H)
Riders to Franchise Agreement – California, Maryland, Minnesota, New York, North Dakota, Washington (Exhibit K)

ITEM 23: RECEIPTS

Our and your copies of the Franchise Disclosure Document Receipt are located at the last 2 pages of this Disclosure Document.

EXHIBIT A-1 MIDAS FRANCHISEES AS OF MARCH 31, 2023

Shop Address	City	State	Zip	Legal Entity Name	Owner Name	Shop Phone
Alaska						
1255 S Bragaw St	Anchorage	AK	99508	Bilikin Investment Group, Inc.	Jeff Lentfer, Allen Breck	(907) 276-1197
8100 Old Seward Hwy	Anchorage	AK	99518	Bilikin Investment Group, Inc.	Jeff Lentfer, Allen Breck	(907) 522-1120
711 E Northern Lights Blvd	Anchorage	AK	99503	Bilikin Investment Group, Inc.	Jeff Lentfer, Allen Breck	(907) 278-4506
12450 Old Glen Hwy	Eagle River	AK	99577	Bilikin Investment Group, Inc.	Jeff Lentfer, Allen Breck	(907) 622-1500
3449 Airport Way	Fairbanks	AK	99701	1. Bilikin Investment Group, Inc.	Jeff Lentfer, Allen Breck	(907) 479-6262
1225 North Glenn Hwy	Palmer	AK	99645	Bilikin Investment Group, Inc.	Jeff Lentfer, Allen Breck	(907) 746-5823
43850 Sterling Hwy	Soldotna	AK	99669	Bilikin Investment Group, Inc.	Jeff Lentfer, Allen Breck	(907) 262-9700
101 N Crusey St	Wasilla	AK	99654	Bilikin Investment Group, Inc.	Jeff Lentfer, Allen Breck	(907) 376-4788
Alabama						
119 S Main St Ste 500	Decatur	AL	35601	Legacy Auto 16 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 16 GP LLC	(256) 285-8623
3125 Ross Clark Cir	Dothan	AL	36303	Sk Automotive LLC	John Calhoun	(334) 446-0048
1697 Montgomery Hwy	Hoover	AL	35216	Hernco Automotive Services, LLC	Alan M Herndon	(205) 979-2614
3150 University Dr NW	Hunstville	AL	35816	Legacy Auto 15 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 15 GP LLC	(256) 429-9025
3000 Leeman Ferry Rd SW	Huntsville	AL	35801	Legacy Auto 14 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 14 GP LLC	(256) 882-2960
1643 Winchester Rd NE	Huntsville	AL	35811	Legacy Auto 17 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 17 GP LLC	(256) 851-2060
12157 Hwy231 431 N[(1)]	Meridianville	AL	35759	Legacy Auto 18 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 18 GP LLC	(256) 693-7274
Arkansas						
702 S Walton Blvd	Bentonville	AR	72712	RDR Holdings, LLC B1 Series	Steven V Owens, Sharon D Owens, Rocky Arnold, Kimberly Arnold	(479) 273-0097
2570 N College Ave	Fayetteville	AR	72703	RDR Holdings, LLC F1 Series	Steven V Owens, Sharon D Owens, Rocky Arnold, Kimberly Arnold	(479) 521-2978
4601 Massard Rd	Fort Smith	AR	72903	M68 Service Solutions LLC	Mark W Kincannon , Isaac Davis , Michael Bolton , William E Kincannon, Brian Cross	(479) 452-4076

EXHIBIT A-1 MIDAS FRANCHISEES AS OF MARCH 31, 2023

4536 Central Ave	Hot Springs	AR	71913	Leggett Automotive LLC	James Leggett	(501) 525-4857
9214 Rodney Parham Rd	Little Rock	AR	72227	Leggett Automotive LLC	James Leggett	(501) 224-6108
Arizona						
7020 North 43rd Ave	Glendale	AZ	85301	Hatco Automotive LLC	Dylan R Hatch, David H Hatch	(623) 931-9101
6021 West Bell Rd	Glendale	AZ	85308	TXAZ Auto Enterprises, Inc.	Thomas Poole, Tony D'Andrea	(602) 843-4600
2861 S Alma School Rd	Mesa	AZ	85210	Heritage Auto Arizona, LLC	Matthew Robbins	(480) 491-0950
6902 E Southern Ave	Mesa	AZ	85209	Robbins Enterprises Arizona LLC	Matthew Robbins	(480) 832-8083
2964 E Main St	Mesa	AZ	85213	Golden Touch Auto Arizona	Matthew Robbins	(480) 830-5240
6845 W Peoria Ave	Peoria	AZ	85345	Go West Auto Arizona LLC	Matthew Robbins	(623) 486-1700
18783 N 83rd Ave	Peoria	AZ	85382	Sa Automotive Enterprises, LLC	Syed Aftab	(623) 376-0188
8816 N Black Canyon	Phoenix	AZ	85051	Hatco Automotive LLC	Dylan R Hatch, David H Hatch	(602) 995-9229
39 East Southern Ave	Phoenix	AZ	85040	HatCO Automotive LLC	Dylan R Hatch, David H Hatch	(602) 268-5634
6856 West Indian School	Phoenix	AZ	85033	HatCo Automotive LLC	Dylan R Hatch, David H Hatch	(623) 846-7291
2428 N Scottsdale Rd	Scottsdale	AZ	85257	Robbins Enterprises Arizona, LLC	Matthew Robbins	(480) 947-7363
1317 E Fry Blvd	Sierra Vista	AZ	85635	AZ Auto Specialty LLC	Carlos Javier Santiago Morales	(520) 459-3090
9958 Santa Fe Dr	Sun City	AZ	85351	TXAZ Auto Enterprises, Inc.	Thomas Poole, Tony D'Andrea	(623) 933-8293
7710 South Autoplex Loop	Tempe	AZ	85284	Robbins Enterprises Arizona, LLC	Matthew Robbins	(480) 598-0111
1050 E Broadway Rd	Tempe	AZ	85282	Robbins Enterprises Arizona, LLC	Matthew Robbins	(480) 894-1127
3302 North Oracle Rd	Tucson	AZ	85705	C & C Oracle LLC	Nicholas Conforti, Christopher Conforti	(520) 887-8530
333 West Valencia Rd	Tucson	AZ	85706	C & C Valencia LLC	Nicholas Conforti, Christopher Conforti	(520) 294-0088
3621 West Ina Rd	Tucson	AZ	85741	C&C Ina LLC	Nicholas Conforti, Christopher Conforti	(520) 744-3404
6740 East Tanque Verde	Tucson	AZ	85715	C & C Verde LLC	Nicholas Conforti, Christopher Conforti	(520) 721-7744
3616 South 6th Ave	Tucson	AZ	85713	C&C 6th LLC	Nicholas Conforti, Christopher Conforti	(520) 624-5578
7220 East 22nd St	Tucson	AZ	85710	C & C 22CD LLC	Nicholas Conforti, Christopher Conforti	(520) 885-6703
5744 E Speedway Blvd	Tucson	AZ	85712	C&C SPEEDWAY LLC	Nicholas Conforti, Christopher Conforti	(520) 777-5707
California						
1701 W La Palma Ave	Anaheim	CA	92801	Aliric, Inc.	Richard C Godsey	(657) 208-3340
6919 White Ln	Bakersfield	CA	93309	Price Automotive Services Inc.	Bryan Price	(661) 617-3156
660 West Main	Barstow	CA	92311	Schpaa-Yo Inc.	Arian Blour	(760) 256-6188
8537 Wilshire Blvd	Beverly Hills	CA	90211	Ash Auto Services Inc.	Ali Habib	(310) 652-3040
1236 White Oaks Rd	Campbell	CA	95008	Alari Inc.	Ram Iyer , Adai Palaniappan , Adai Palaniappan	(408) 377-8262
6840 Fair Oaks Blvd	Carmichael	CA	95608	Mechanically Inclined Inc.	Kurt Swanson, Victoria Swanson	(916) 978-7911

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333 E Carson St	Carson	CA	90745	Geforce Auto	Benjamin Gerlich	(310) 549-8220
68275 Ramon Rd	Cathedral City	CA	92234	Gold Crown Enterprises, Inc.	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	(760) 324-8231
363 Broadway	Chula Vista	CA	91910	Gold Crown Enterprises, Inc.	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	(619) 934-8670
704 Clovis Ave	Clovis	CA	93612	Mbe Group, LLC	Rhenish Morales	(559) 299-1700
1097 North Long Beach Blvd	Compton	CA	90221	AAP Maharaj Inc.	Ashok Prasad	(310) 638-8592
406 S Lincoln Ave	Corona	CA	92882	Gold Crown Enterprises, Inc.	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	(951) 200-3328
1944 Newport Blvd	Costa Mesa	CA	92627	Aliric, Inc.	Richard C Godsey	(949) 650-2200
6040 Cerritos Ave	Cypress	CA	90630	Wade Automotive LLC	Todd Wade	(714) 828-9740
7198 Mission St	Daly City	CA	94014	Mbe Group LLC	Rhenish Morales	(650) 994-5350
796 North Diamond Bar Blvd	Diamond Bar	CA	91765	SSN & S Inc.	Nitin C Patel	(909) 860-0055
10903 San Pablo Ave	El Cerrito	CA	94530	Spv Holdings, Inc.	Paul Vallot, Sheryl Vallot	(510) 237-8640
328 C N El Camino Real	Encinitas	CA	92024	Cameron Ventures, Inc.	Monica Cameron, Joshua Cameron	(760) 753-7836
8118 Greenback Ln	Fair Oaks	CA	95628	Ahmadi & Sons Automotive, LLC	Edris Ahmadi	(916) 726-3310
50 Montrose Dr	Folsom	CA	95630	Ahmadi & Sons Automotive, LLC	Edris Ahmadi	(916) 983-1663
9413 Sierra Ave	Fontana	CA	92335	Manny Ochoa, Inc.	Manny Ochoa	(909) 350-7811
7340 N Blackstone Ave	Fresno	CA	93650	Mbe Group, LLC	Rhenish Morales	(559) 449-1700
3937 N Blackstone Ave	Fresno	CA	93726	Mbe Group, LLC	Rhenish Morales	(559) 224-1700
501 West Florida Ave	Hemet	CA	92543	GC Temecula LLC	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	(951) 652-5962
19301 Beach Blvd	Huntington Beach	CA	92648	Cameron Ventures, Inc.	Monica Cameron, Joshua Cameron	(714) 960-5554
80962 US Hwy 111	Indio	CA	92201	T & G Investors, LLC	Antonio Jr Fabel, Graciela Fabela	(760) 342-2260
811 E Manchester Blvd	Inglewood	CA	90301	Geforce Auto	Benjamin Gerlich	(310) 674-0902
14628 East Valley Blvd Unit A	La Puente	CA	91746	Muracrick Inc.	Charles Cricks, Manuel Muratalla	(626) 336-2618
1251 North Coast Highway	Laguna Beach	CA	92651	Abbas Mashayekh - Sole Proprietor	Abbas Mashayekh	(949) 376-0800
22752 Centre Dr	Lake Forest	CA	92630	Schpaa-Yo Inc.	Arian Blour, Daniel Chuy Jr	(949) 855-1218
335 E Kettleman Ln	Lodi	CA	95240	Ahmadi & Sons Automotive, LLC	Edris Ahmadi	(209) 369-5851
401 E Anaheim St	Long Beach	CA	90813	Aria-K Corporation	Kaveh Yazdan	(562) 591-2377
13021 W Washington Blvd	Los Angeles	CA	90066	Ash Auto Services Inc.	Ali Habib	(310) 305-7929
2424 S Figueroa St	Los Angeles	CA	90007	Ash Auto Services Inc.	Ali Habib	(213) 749-3488
1412 W Yosemite Ave	Manteca	CA	95336	Becker Automotive Corporation	Kenneth Becker	(209) 825-4400

928 H St	Marysville	CA	95901	Ahmadi & Sons Automotive, LLC	Edris Ahmadi	(530) 742-2301
25902 El Paseo	Mission Viejo	CA	92691	Meineke Mv, Inc.	Mohammad Atta	(949) 582-5483
3833 Mchenry Ave	Modesto	CA	95356	Mollard Industries, Inc.	Kevin Mollard	(209) 523-4706
338 Mchenry Ave	Modesto	CA	95354	M And D Kaylor Inc.	Mark Kaylor, Debbie Kaylor	(209) 916-5547
1314 S Myrtle Ave	Monrovia	CA	91016	Ash Auto Services, Inc.	Ali Habib	(626) 303-1606
11814 Rosecrans Ave	Norwalk	CA	90650	Liamben, Inc.	Reuven Av-Tal	(562) 864-2702
1922 E Chapman Ave	Orange	CA	92867	RMR Automotive LLC	Jerry B Robinson Jr.	(714) 538-0056
445 E Cypress Ave	Redding	CA	96002	Scott's Auto Service, Inc.	Douglas Scott, Ditna Scott	(530) 223-3991
1639 West Redlands Blvd	Redlands	CA	92373	MRED Incorporated	Steve Methot, Sherrill Methot	(909) 798-4655
212 Harding Blvd Ste X	Roseville	CA	95678	DJJTA, Inc.	David Higgins, Jenifer Higgins	(916) 783-8600
431 16th St	Sacramento	CA	95814	Octane Automotive, Inc.	Kathleen Clouse	(916) 446-7808
6308 Florin Rd	Sacramento	CA	95823	Kamandia Enterprises, Inc.	Kamran Mostafa, Dia Saif	(916) 393-0131
227 John St	Salinas	CA	93901	Dht Incorporated	Charly Johnston	(831) 424-8077
700 El Camino Real	San Bruno	CA	94066	Mbe Group, LLC	Rhenish Morales	(650) 588-5576
2523 S Bristol Ave	Santa Ana	CA	92704	Jon-Dav, Inc.	Carmen Lim, Jonathan Lim, Albert Lim	(714) 549-8581
26920 Sierra Hwy	Santa Clarita	CA	91321	Jaytone, Inc.	Anthony Tooma, Jason Abeywarden	(661) 298-7131
25745 Railroad Ave	Santa Clarita	CA	91350	Jaytone, Inc.	Anthony Touma, Jason Abeywarden	(661) 255-0855
1543 Del Monte Blvd	Seaside	CA	93955	Dht, Inc.	Charly Johnston	(831) 899-4366
820 E Los Angeles Ave	Simi Valley	CA	93065	Jdp Automotive LLC	Jeff Patey	(805) 522-2505
725 E El Camino Real	Sunnyvale	CA	94087	Nivinra, Inc.	Ram Iyer, Adai Palaniappan , Adai Palaniappan	(408) 736-7376
26677 Ynez Rd	Temecula	CA	92591	GC Temecula LLC	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	(951) 308-9114
2615 W Grant Line Rd	Tracy	CA	95376	Lube Guys, LLC	Wais Hakimi	(209) 832-7436
2651 Geer Rd	Turlock	CA	95382	Ahmadi & Sons Automotive, LLC	Edris Ahmadi	(209) 668-8101
3085 Edinger Ave	Tustin	CA	92780	Cameron Ventures, Inc.	Monica Cameron, Joshua Cameron	(949) 551-1558
1250 E Monte Vista Ave	Vacaville	CA	95688	Sandhu Auto Group, Inc.	Navneet Sandhu	(707) 724-8710
3949 E Main St	Ventura	CA	93003	Majec Ryde	Marco Mancilla	(805) 644-7464
14780 Seventh St	Victorville	CA	92395	Schpaa-Yo Inc.	Arian Blour, Daniel Chuy Jr	(760) 552-8639
1226 E Mineral King Ave Ste A	Visalia	CA	93292	Central Valley Auto Experts LLC	Mike Rodriguez	(559) 739-7373
853 Jefferson Blvd	West Sacramento	CA	95691	Mechanically Inclined Inc.	Kurt Swanson, Victoria Swanson	(916) 372-3620
15130 East Whittier Blvd	Whittier	CA	90603	AAP Maharaj Inc.	Ashok Prasad	(562) 693-0766

Colorado

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5325 Olde Wadsworth Blvd	Arvada	CO	80002	Leeds West Inc.	Judd K Shader	(720) 657-1055
12190 W 64th Ave	Arvada	CO	80004	Leeds West Inc.	Judd K Shader	(303) 425-9784
16708 E Iliff	Aurora	CO	80013	Leeds West Inc.	Judd K Shader	(303) 752-4132
628 S Havana St	Aurora	CO	80012	Leeds West Inc.	Judd K Shader	(303) 341-7574
3000 Walnut St	Boulder	CO	80301	Boulder Muffler, Inc.	Terrance O'connor Marital Trust , Curtis Goodman , Jacob Hahn	(303) 449-5808
123 Plum Creek Pkwy	Castle Rock	CO	80104	CLI 1 Ltd.	Jude Crane,William O'bryan Leitch, Ethan Irby, CLI 1 GP LLC	(303) 688-8831
742 Castleton Rd	Castle Rock	CO	80109	CLI 2 Ltd.	Jude Crane, William O'bryan Leitch, Ethan Irby, CLI 2 GP LLC	(303) 688-6615
8270 South Holly St	Centennial	CO	80122	Laranesh Corp	Rachid Ouasti	(303) 773-2277
8104 N Academy Blvd	Colorado Springs	CO	80920	Wenco Industries, Inc.	Jeffrey R Genuario	(719) 594-4788
4055 N Academy Blvd	Colorado Springs	CO	80918	Wenco Industries, Inc.	Jeffrey R Genuario	(719) 593-1295
5845 Stetson Hills Blvd	Colorado Springs	CO	80923	Wenco Industries Inc.	Jeffrey R Genuario	(719) 622-3000
1410 S Nevada Ave	Colorado Springs	CO	80905	Wenco Industries, Inc.	Jeffrey R Genuario	(719) 636-3802
341 S Colorado Blvd	Denver	CO	80246	Wenco Industries, Inc.	Jeffrey R Genuario	(303) 388-6455
3800 Sheridan Blvd	Denver	CO	80033	Wenco Industries, Inc.	Jeffrey R Genuario	(303) 431-0404
959 W 6th Ave	Denver	CO	80204	Wenco Industries, Inc.	Jeffrey R Genuario	(303) 595-0076
4466 S Broadway	Englewood	CO	80113	Wenco Industries, Inc.	Jeffrey R Genuario	(303) 781-4466
3901 S College Ave	Fort Collins	CO	80525	Limey Enterprises, Inc.	Brook Dodgson , Nicholas Dodgson	(970) 223-6166
1902 Grand Ave	Glenwood Springs	CO	81601	Boulder Muffler, Inc.	Terrance O'connor Marital Trust , Curtis Goodman , Jacob Hahn	(970) 945-1132
101 North Ave	Grand Junction	CO	81501	Boulder Muffler, Inc.	Terrance O'connor Marital Trust , Curtis Goodman , Jacob Hahn	(970) 243-1833
2390 W 28th St	Greeley	CO	80631	Limey & Company, Inc.	Brook Dodgson , Nicholas Dodgson	(970) 330-8055
3444 S Wadsworth Blvd	Lakewood	CO	80227	Leeds West Inc.	Judd K Shader	(303) 980-9919
5770 W Alameda Ave	Lakewood	CO	80226	Leeds West Inc.	Judd K Shader	(303) 934-5833
11411 W Colfax Ave	Lakewood	CO	80215	Wenco Industries, Inc.	Jeffrey R Genuario	(303) 233-6581
5850 South Kipling St	Littleton	CO	80127	D&T Turner Enterprises Inc.	Daniel Turner	(303) 972-4866
8050 S Broadway	Littleton	CO	80122	Top Notch Auto,Inc.	Jeremy A Heller	(303) 797-1572
1220 Ken Pratt Blvd	Longmont	CO	80501	Longmont Investments LLC	Alex March	(303) 772-2263
6240 Pine Ln	Parker	CO	80138	Leeds West Investment Group LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(303) 840-1747

1500 W US Hwy50	Pueblo	CO	81008	Wenco Industries, Inc.	Jeffrey R Genuario	(719) 543-4203
4005 E 120th Ave	Thornton	CO	80233	Leeds West New Jersey, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(303) 280-1131
Connecticut						
41 Tunxis Ave	Bloomfield	CT	06002	Pack2000, Inc.	Kenton Childs	(860) 243-9430
755 W Main St	Branford	CT	06405	AMG Enterprises, LLC	Adam Genuario	(203) 483-3813
33 Farmington Ave	Bristol	CT	06010	AMG Enterprises, LLC	Adam Genuario	(860) 582-7983
66 Albany Turnpike (Rte 44)	Canton	CT	06019	CANTON MUFFLER, INC.	Brian O'Donnell	(860) 693-1721
350 Main St	Danbury	CT	06810	Leeds West Connecticut, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(203) 743-6369
5 Palomba Dr	Enfield	CT	06082	Riley Transport Inc.	James K Riley	(860) 745-0305
925 Post Rd	Fairfield	CT	06824	Leeds West Connecticut, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(203) 259-8353
1361 Farmington Ave	Farmington	CT	06032	HQ Pack Inc.	Kenton Childs	(860) 676-0140
170 Route 12	Groton	CT	06340	Pack 2000 Inc.	Kenton Childs	(860) 445-8129
65 Weston St	Hartford	CT	06120	C & C Automotive Corp	Kenton Childs	(860) 246-4828
380 Washington St	Middletown	CT	06457	JAS Muffler, Inc.	Jeffrey Dziegielewski , Lisa Dziegielewski	(860) 347-9100
254 Old Gate Ln	Milford	CT	06460	Old Gate Automotive, LLC	James Halpin	(203) 878-7688
377 Main Ave	Norwalk	CT	06851	Leeds West Connecticut, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(203) 846-3248
90 Queen St	Southington	CT	06489	AMG Enterprises, LLC	Adam Genuario	(860) 621-9333
41 Main St	Stamford	CT	06901	Leeds West Connecticut, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(203) 324-9207
910 Barnum Ave	Stratford	CT	06614	AMG Enterprises, LLC	Adam Genuario	(203) 375-5611
91 S Main St	Torrington	CT	06790	AMG Enterprises, LLC	Adam Genuario	(860) 482-7647
918 New Britain	West Hartford	CT	06110	HQ Pack Inc.	Kenton Childs	(860) 953-0171
55 Boston Post Rd	Westbrook	CT	06498	JAS AUTOMOTIVE, LLC	Jeffrey Dziegielewski , Lisa Dziegielewski	(860) 669-9937

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District of Columbia						
1620 Rhode Island Ave	Washington	DC	20018	Trump Inc.	T. Kevin Trump	(202) 526-3400
Delaware						
1604 North Dupont Hwy	New Castle	DE	19720	C-Met, Inc.	Connie Natal , Ernest Natal Jr.	(302) 652-1884
656 Kirkwood Hwy	Newark	DE	19711	Leeds West Delaware, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(302) 454-7179
3425 Kirkwood Hwy	Wilmington	DE	19808	Leeds West Delaware, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(302) 998-0533
3601 Miller Rd	Wilmington	DE	19802	Weiss Automotive Delaware LLC	Chris Weiss, Rebecca Weiss	302) 563-0077
Florida						
610 E Altamonte Dr	Altamonte Springs	FL	32701	Bonini Group Two LLC	Jorge Bonini	(407) 339-4856
5105 E Bay Dr	Clearwater	FL	33764	Kejem Inc.	John J Kordsmeier	(727) 531-4070
8080 Wiles Rd	Coral Springs	FL	33065	YV Enterprises CS LLC	Yoel Victores	(954) 752-9222
20033 S Dixie Hwy	Cutler Bay	FL	33189	R&J Of Cutler Bay, LLC	Ronald Katz , Gerald Kaye	(786) 360-1849
4680 S University Dr	Davie	FL	33328	Davie Auto Ventures LLC	Ann Saiz , Anselmo Saiz	(954) 434-2204
235 E Sunrise Blvd	Fort Lauderdale	FL	33304	Gold Star Venture Enterprises Inc.	Mahmoud El Hafi	(954) 522-1106
101 Eglin Pkwy SE	Fort Walton Beach	FL	32548	Legacy Auto 19 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 19 GP LLC	(850) 244-3706
2606 US Hwy 1[(1)]	Ft Pierce	FL	34982	Lake Worth Auto Ventures, LLC	Ann Saiz , Anselmo Saiz	(772) 468-9331
3845 Sw Archer Rd	Gainesville	FL	32608	Palm Garage Works, LLC	James Herlong, James Herlong Jr	(352) 376-2833
3855 S Military Trl	Greenacres	FL	33463	Lake Worth Auto Ventures, LLC	Ann Saiz , Anselmo Saiz	(561) 660-7095
1000 North Federal Hwy	Hallandale	FL	33009	J. M. S. Automobile Corp.	Hratch Heghinian	(954) 454-1287
14081 Beach Blvd	Jacksonville	FL	32250	Palm Garage Works, LLC	James Herlong, James Herlong Jr	(904) 992-7050
3820 Sunbeam Rd	Jacksonville	FL	32257	Palm Garage Works, LLC	James Herlong, James Herlong Jr	(904) 262-1331
7462 Lem Turner Rd	Jacksonville	FL	32208	Palm Garage Works, LLC	James Herlong, James Herlong Jr	(904) 764-9578
10311 Atlantic Blvd	Jacksonville	FL	32225	Palm Garage Works, LLC	James Herlong, James Herlong Jr	(904) 641-3375
6710 Sw 117th Ave	Kendall	FL	33183	Alson Of Kendall, Inc.	Herbert Sonnenklar , Norma Sonnenklar , Joseph Sonnenklar	(305) 595-4404
4480 S Babcock St	Melbourne	FL	32901	Golden Castle, Inc.	Wilfredo Castillo	(321) 956-6000
795 N Courtenay Pkwy	Merritt Island	FL	32953	G & M Auto, Inc.	Gary Beskalis	(321) 453-3950

12805 Sw 137th Ave	Miami	FL	33186	Alson Of Homestead, Inc.	Herbert Sonnenklar , Norma Sonnenklar	(305) 251-2177
8498 Bird Rd	Miami	FL	33155	Alson Of South Miami, Inc.	Herbert Sonnenklar , Norma Sonnenklar	(305) 226-2172
18525 NW 27th Ave	Miami Gardens	FL	33056	J. C. Vazquez Corp.	Juan D Vazquez	(305) 620-5145
2111 Pine Ridge Rd	Naples	FL	34109	Mematt Investments (fl) Inc.	R Matt Kozminski	(239) 592-0070
806 Northlake Blvd	North Palm Beach	FL	33408	Northlake Auto Ventures, LLC	Ann Saiz , Anselmo Saiz	(561) 845-2855
214 Blanding Blvd	Orange Park	FL	32073	Palm Garage Works, LLC	James Herlong, James Herlong Jr	(904) 272-6560
3400 S Orange Ave	Orlando	FL	32806	Bonini Group 3 LLC	Jorge Bonini	(407) 859-4020
5617 W Colonial Dr	Orlando	FL	32808	Ca Auto Services Int LLC	Luis J Campoy	(407) 298-8187
9825 S Orange Blossom Trl	Orlando	FL	32837	Bonini Group LLC	Jorge Bonini , Luis Bonini	(407) 438-5083
12391 Pembroke Rd	Pembroke Pines	FL	33025	J.C. Vazquez Corp.	Juan D Vazquez	(954) 442-8883
1400 S Federal Hwy	Pompano Beach	FL	33062	Pomnor, Inc.	Gregg Noordhooek	(954) 942-3023
4125 Tamiami Trail	Port Charlotte	FL	33952	T.I.A. Automotive Inc.	Tibor Szondi	(941) 627-2228
10730 S US Hwy 1	Port St Lucie	FL	34952	YV Enterprises PSL LLC	Yoel Victores	(772) 335-0421
255 North Cocoa Blvd	St Petersburg	FL	32922	R&J Of Cocoa LLC	Ronald Katz , Gerald Kaye	(321) 338-2099
5844 4th St N	St Petersburg	FL	33703	Solid Gold Service Experts Inc.	Adam Ford	(727) 528-0028
290-34th St North	St Petersburg	FL	33713	Old Gold Service Experts Incorporated	Adam Ford	(727) 327-4630
1401 US Hwy 1	Vero Beach	FL	32960	1365 Auto Care LLC	James C Linus, Jessica Linus Watford, James T Linus	(772) 776-4327
2253 N Military Trl	West Palm Beach	FL	33409	R&J Auto Group Inc.	Ronald Katz , Gerald Kaye	(561) 687-2000
1670 3rd St SW	Winter Haven	FL	33880	BAGSIKSG LLC	Herbert Patriarca	(863) 875-7286
100 N Orlando Ave	Winter Park	FL	32789	Midwin LLC	Gregg Noordhooek	(407) 647-4362
Georgia						
224 N Main St	Alpharetta	GA	30009	915 Alpharetta Auto Center Ltd.	Randolph Katz	(678) 212-1163
920 Northside Dr NW	Atlanta	GA	30318	916 Northside Drive Auto Center Ltd.	Randolph Katz	(404) 369-3796
2806 Washington Rd	Augusta	GA	30909	Finely Tuned Automotive LLC	Ronald Jensen , Jannifer Jensen	(706) 736-7275
5289 Old National Hwy	College Park	GA	30349	Rr Jackson Enterprises Inc.	Robert R Jackson Iv	(404) 768-0850
315 13th St 1	Columbus	GA	31901	CLS Automotive Inc. A GA Corporation	BGE Automotive Inc. A Georgia Company	(706) 324-3671
1631 Manchester Expwy	Columbus	GA	31904	CLS Automotive Inc. A GA Corporation	BGE Automotive Inc. A Georgia Company	(706) 323-9634
1345 Buford Hwy	Cumming	GA	30041	918 Buford Highway Auto Center Ltd.	Randolph Katz	(678) 408-7888

3632 Satellite Blvd	Duluth	GA	30096	Tfj Elsayed, LLC	Toufic Elsayed	(770) 676-7009
463 North Glynn	Fayetteville	GA	30214	917 Fayetteville Auto Center Ltd.	Randolph Katz	(770) 901-2799
2730 Town Center Dr NW	Kennesaw	GA	30144	913 Town Center Kennesaw Auto Center Ltd.	Randolph Katz	(770) 901-2640
1764 Cobb Pkwy S	Marietta	GA	30060	912 Cobb Parkway Auto Center Ltd.	Randolph Katz	(678) 718-1282
820 Holcomb Bridge Rd	Roswell	GA	30076	911 Holcomb Bridge Roswell Auto Center Ltd.	Randolph Katz	(678) 459-2852
Hawaii						
480 Kilauea Ave	Hilo	HI	96720	Pereira Of Hilo, Inc.	Robert Pereira	(808) 935-0045
1335 S Beretania St	Honolulu	HI	96814	Pereira Of Hawaii, Inc.	Robert Pereira	(808) 593-8118
1415 Dillingham Blvd	Honolulu	HI	96817	Pereira Of Hawaii, Inc.	Robert Pereira	(808) 841-7361
174 Hamakua	Kailua	HI	96734	Pereira Of Hawaii, Inc.	Robert Pereira	(808) 262-6544
74-5615 Luhia St	Kailua Kona	HI	96740	Pereira Of Kona, Inc.	Robert Pereira	(808) 326-1016
4230 Rice St	Lihue	HI	96766	Pereira Of Kauai	Robert Pereira	(808) 246-0128
98-1234 Kaahumanu St	Pearl City	HI	96782	Pereira Of Hawaii, Inc.	Robert Pereira	(808) 487-6477
Iowa						
113 Lincoln Way	Ames	IA	50010	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(515) 232-4153
295 Sw Oralabor Rd	Ankeny	IA	50023	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(515) 809-1705
4810 University Ave	Cedar Falls	IA	50613	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(319) 268-0167
3230 1st Ave Ne	Cedar Rapids	IA	52402	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(319) 365-9161
2602 Williams Blvd Sw	Cedar Rapids	IA	52404	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(319) 364-2212
1432 Lincolnway	Clinton	IA	52732	David Jorgensen, Sole Proprietor	David Jorgensen	(563) 242-2511

1690 Nw 86th St	Clive	IA	50325	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(515) 226-1199
4529 N Brady St	Davenport	IA	52806	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(563) 388-7866
2201 E Euclid Ave	Des Moines	IA	50317	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(515) 265-5333
2010 Ingersoll Ave	Des Moines	IA	50312	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(515) 243-1253
5618 Douglas Ave	Des Moines	IA	50310	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(515) 278-0496
6500 Se 14th St	Des Moines	IA	50320	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(515) 285-4905
1720 John F Kennedy Rd	Dubuque	IA	52002	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(563) 557-7525
19 Sturgis Rd	Iowa City	IA	52246	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(319) 351-7250
129 S Delaware	Mason City	IA	50401	Gansemer Lies & Associates, Inc.	William Gansemer	(641) 424-1152
Idaho						
9245 Fairview Ave	Boise	ID	83704	Gold Group, LLC	David Kelly Feil , George Walton Wadsworth Jr, Clyde Crandall , John Lough , Robert Schwenkler , Patricia Schwenkler	(208) 377-0300
Illinois						
20w536 Lake St	Addison	IL	60101	Anil Plus Corporation	Anil Wadhwa	(630) 775-1313

EXHIBIT A-1 MIDAS FRANCHISEES AS OF MARCH 31, 2023

2805 Homer M Adams Pkwy	Alton	IL	62002	Rbg Investments Co, LLC	Todd Benvenuto	(618) 465-4664
1150 E Rand Rd	Arlington Heights	IL	60004	Trehan Automotive Inc.	Sunil Trehan	(847) 392-1300
797 W Algonquin Rd	Arlington Heights	IL	60005	Trehan Automotive Inc.	Sunil Trehan	(847) 593-4244
4379 Fox Valley Center Dr	Aurora	IL	60504	Valley Muffler Shop, Inc.	Hugh Boeset , Jennifer Kettinger , Michele Argyilan	(630) 851-7002
6601 Ogden Ave	Berwyn	IL	60402	N. S. B., Inc.	Ronald Tonika	(708) 749-2240
905 IAA Dr	Bloomington	IL	61701	Bloomington Auto Service Inc.	Cheryl Allen , Dorothea Bratcher Trust , James Bratcher Trust , Robert Bratcher , Walter Bratcher , Donna Teal , James Allen	(309) 662-3366
460 N Bolingbrook Dr	Bolingbrook	IL	60440	Valley Muffler Shop, Inc.	Hugh Boeset , Jennifer Kettinger , Michele Argyilan	(630) 739-5900
1625 N State- Route 50	Bourbonnais	IL	60914	Bratcher Enterprises Inc.	Cheryl Allen , Dorothea Bratcher Trust , James Bratcher Trust , Robert Bratcher , Walter Bratcher , Donna Teal , James Allen	(815) 937-5812
900 E Main St	Carbondale	IL	62901	Lewis Automotive LLC	Terry Lewis	(618) 490-1430
2102 Moreland Blvd	Champaign	IL	61822	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(217) 359-0900
1717 N Clybourn Ave Unit 23	Chicago	IL	60614	Leeds West Illinois, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(312) 642-0455
510 West Roosevelt Rd	Chicago	IL	60607	CR Auto, Inc.	Sunil Trehan	(312) 922-5075
10200 S Western Ave	Chicago	IL	60643	Bv Auto Inc.	Sunil Trehan	(773) 233-0988
7419 South Stony Island	Chicago	IL	60649	Purni Automotive Systems, Inc.	Madhavi Delsignore , Sujata Donepudi , Jayasree Gorrepati , Patvardnana Gorrepati , Rajendra Gorrepati , Uday Gorrepati , Sudhakar Kantamneni , Pallavi Paladudu	(773) 667-1111
4433 S Kedzie Ave	Chicago	IL	60632	D.J. Mueeler Enterprises Inc.	Dale Mueller	(773) 523-7878
7137 S Western Ave	Chicago	IL	60636	Classic Car Enterprises Inc.	Dale Mueller	(773) 776-8747
7251 South Stony Island	Chicago	IL	60649	Purni Automotive Systems, Inc.	Madhavi Delsignore , Sujata Donepudi , Jayasree Gorrepati , Patvardnana Gorrepati , Rajendra Gorrepati , Uday Gorrepati , Sudhakar Kantamneni , Pallavi Paladudu	(773) 643-1610

EXHIBIT A-1 MIDAS FRANCHISEES AS OF MARCH 31, 2023

7501 North Western Ave	Chicago	IL	60645	Mia's Auto Repair Inc.	Victorino Sanchez	(773) 761-5200
2654 W Fullerton	Chicago	IL	60647	Mrms, Inc.	Ricardo Chaquinga , Murad Guiragossian	(773) 342-8485
4216 W Irving Park Rd	Chicago	IL	60641	Irving Park Auto LLC	Eugene Taylor	(773) 725-7171
5815 S La Grange Rd	Countryside	IL	60525	Cs Lagrange Auto Inc.	Sunil Trehan	(708) 352-7900
1802 N Larkin Ave	Crest Hill	IL	60403	R & H Muffler Inc.	James Hillman	(815) 725-6500
14224 Cicero Ave	Crestwood	IL	60418	All Pro Mufflers, Inc.	Cheryl Allen , Dorothea Bratcher Trust , James Bratcher Trust , Robert Bratcher , Walter Bratcher , Donna Teal , James Allen	(708) 385-1621
260 West Virginia St	Crystal Lake	IL	60014	Crystal Lake Auto Care LLC	Sonu Khaira , Chaitalee Mehta	(815) 455-3540
981 E Oakton St	Des Plaines	IL	60018	J A M K Inc.	Christopher Mirski , Jonathon Mirski	(847) 298-3376
905 North Galena Ave	Dixon	IL	61021	Sauk Valley Auto Service Center, Inc.	Paul C. Breitzka , Andrew Craig Buchanan , John Douglas Thomas	(815) 288-3257
1660 W 75th St	Downers Grove	IL	60517	Vintage Car Enterprises, Inc.	Dale Mueller	(630) 852-0166
570 W North Ave	Elmhurst	IL	60126	BBMF Automotive, Inc.	Azmat Ullah	(630) 833-0660
2410 Dempster St	Evanston	IL	60202	Vic & Vic Systems Inc.	Victorino Sanchez , Victor Sanchez	(847) 864-4224
6016 N. Illinois St	Fairview Heights	IL	62208	Jambo Auto Inc.	Kenton Childs, Robert Eastham	(618) 381-8444
3903 S State Route 159	Glen Carbon	IL	62034	Rafi Operating Company LLC	Amil Rajput	(618) 288-1900
2151 N Bloomingdale Rd	Glendale Heights	IL	60139	Uni-Systems Inc.	Christopher Mirski , Jonathon Mirski	(630) 894-3377
6320 Grand Ave	Gurnee	IL	60031	Christopher & Jonathan Mirski-Individually	Christopher Mirski , Jonathon Mirski	(847) 855-0400
1505 Irving Park Rd	Hanover Park	IL	60133	Uni-Systems, Inc.	Christopher Mirski , Jonathon Mirski	(630) 830-0500
1804 Army Trail Rd	Hanover Park	IL	60133	The 44th Corporation	Christopher Mirski , Jonathon Mirski	(630) 372-9811
60 Skokie Valley Rd	Highland Park	IL	60035	TRAQ AUTO Inc.	Sunil Trehan	(847) 831-5000
4110 W Elm St	Mchenry	IL	60050	The 44th Corporation	Christopher Mirski , Jonathon Mirski	(815) 344-1200
4500 Ave Of The Cities	Moline	IL	61265	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(309) 764-5797
5610 Dempster St	Morton Grove	IL	60053	S&s Auto Car Inc.	Sargan Youkhanna	(847) 966-3350
7109 N Hwy 83	Mundelein	IL	60060	Lgv Enterprises, Inc.	Mary Bugarelli , Michael Bulgarelli	(847) 949-6500
5016 Ace Lane	Naperville	IL	60564	Valley Muffler Shop, Inc.	Hugh Boeset , Jennifer Kettinger , Michele Argyilan	(630) 922-1320
800 East Ogden Ave	Naperville	IL	60563	Valley Muffler Shop, Inc.	Hugh Boeset , Jennifer Kettinger , Michele Argyilan	(630) 355-2533

7369 N Milwaukee Ave	Niles	IL	60714	Salsa Inc.	Victorino Sanchez , Victor Sanchez	(847) 588-1800
11009 South Cicero Ave	Oak Lawn	IL	60453	OL Auto, Inc.	Sunil Trehan	(708) 425-2100
6249 W North Ave	Oak Park	IL	60302	Golden Tiger, LLC	Sargan Youkhanna	(708) 848-2010
14810 South Lagrange Rd	Orland Park	IL	60462	Bratco, Inc.	Cheryl Allen , Dorothea Bratcher Trust , James Bratcher Trust , Robert Bratcher , Walter Bratcher , Donna Teal , James Allen	(708) 349-1750
11108 SW Hwy	Palos Hills	IL	60465	Cab Corp	Cheryl Allen , Dorothea Bratcher Trust , James Bratcher Trust , Robert Bratcher , Walter Bratcher , Donna Teal , James Allen	(708) 974-4400
1804 Court St	Pekin	IL	61554	Famco Auto Service Inc.	Cheryl Allen , Dorothea Bratcher Trust , James Bratcher Trust , Robert Bratcher , Walter Bratcher , Donna Teal , James Allen	(309) 347-5991
2200 N University St	Peoria	IL	61604	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(309) 688-8608
2306 W Glen Ave	Peoria	IL	61614	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(309) 691-5551
4224 Mahoney Dr	Peru	IL	61354	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(815) 224-3120
312 North 33rd St	Quincy	IL	62301	Auto Service of Quincy, Inc.	Walter Scott Reed	(217) 223-7022
1125 S Alpine Rd	Rockford	IL	61108	Robert Noble, Sole Proprietor	Robert Noble	(815) 397-5210
2109 Stevenson Dr	Springfield	IL	62703	GGPack, Inc.	Kenton Childs	(217) 529-4408
1502 West Main St	St Charles	IL	60174	Sc Auto Inc.	Sunil Trehan	(630) 584-1065
319 W 4th St	Sterling	IL	61081	Robert Noble, Sole Proprietor	Robert Noble	(815) 626-7685
2820 Dekalb Ave	Sycamore	IL	60178	Robert Noble, Sole Proprietor	Robert Noble	(815) 756-8581
7011 West 159th St	Tinley Park	IL	60477	Cab Corp	Cheryl Allen , Dorothea Bratcher Trust , James Bratcher Trust , Robert Bratcher , Walter Bratcher , Donna Teal , James Allen	(708) 614-1600
304 West University	Urbana	IL	61801	Topa, Inc.	Ata O. Toghraee	(217) 367-0300

501 S Green Bay Rd	Waukegan	IL	60085	Christopher & Jonathan Mirski - Individually	Christopher Mirski , Jonathon Mirski	(847) 623-8395
130 W Roosevelt Rd	West Chicago	IL	60185	BESSIE, INC.	Alane Creamer , Jeremiah Creamer	(630) 876-9466
11105 W Roosevelt Rd	Westchester	IL	60154	Wc Auto,Inc.	Sunil Trehan	(708) 562-1908
401 W Ogden Ave	Westmont	IL	60559	Shau Mufflers Ogden, Inc.	Andrew Blaszczak	(630) 964-8915
1420 E Roosevelt Rd	Wheaton	IL	60187	Shau Mufflers Roosevelt, Inc.	Alane Creamer , Jeremiah Creamer	(630) 653-7678
1044 S Milwaukee Ave	Wheeling	IL	60090	DJ Mueller MMS Inc.	Dale Mueller	(847) 465-2999
224 Route 34	Yorkville	IL	60560	Valley Muffler Shop Inc.	Hugh Boeset , Jennifer Kettinger , Michele Argyilan	(630) 553-9355
Indiana						
2208 E 8th St	Anderson	IN	46012	Franchise Management Team Corp	John C Surface	(765) 643-6983
2401 N Wayne St	Angola	IN	46703	D & L Management Angola, LLC	Eric Dilley , Sean Largent	(260) 665-3465
2619 E 3rd St	Bloomington	IN	47401	Veera Automotive, LLC	Sandeep Shah	(812) 332-3558
2501 W 3rd St	Bloomington	IN	47404	Veera Enterprises, LLC	Sandeep Shah	(812) 339-5885
9 Commerce Dr	Brownsburg	IN	46112	Bmoc Biz Brownsburg	Jacob Sharp & Chris Flynn	(317) 852-4522
570 S Rangeline Rd	Carmel	IN	46032	Automotive Group, Inc.	Michael Pratt	(317) 848-2888
2995 Central Ave	Columbus	IN	47201	D & L Management Columbus, LLC	Eric Dilley , Sean Largent	(812) 372-0406
105 E South Blvd	Crawfordsville	IN	46268	Touch Of Gold VIII, LLC	Jeff Wishek	(765) 234-0500
2692 S Main St	Elkhart	IN	46517	Leeds West Indiana, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(574) 522-8293
1435 N Green River Rd	Evansville	IN	47715	Bmoc Biz Evansville East, LLC	Jacob Sharp & Chris Flynn	(812) 476-1364
2811 N St Joseph Ave	Evansville	IN	47720	Bmoc Biz Evansville West, LLC	Jacob Sharp & Chris Flynn	(812) 424-9263
7444 E 116th St	Fishers	IN	46038	Automotive Group, Inc.	Michael Pratt	(317) 842-8300
3422 Illinois Rd	Fort Wayne	IN	46802	MRE Automotive, Inc.	Michael Emberton	(260) 432-2546
1023 Coliseum Blvd N	Ft Wayne	IN	46805	Touch of Gold IX, LLC	Jeff Wishek	(260) 422-3454
3910 Coldwater Rd	Ft Wayne	IN	46805	MRE Automotive, Inc.	Michael Emberton	(260) 484-8588
3133 Grant St	Gary	IN	46408	Touch Of Gold VII, LLC	Jeff Wishek	(219) 981-2175
1688 Meridian Oaks Dr	Greenwood	IN	46142	D & L Management	Eric Dilley , Sean Largent	(317) 889-0111
1264 US 31 N	Greenwood	IN	46142	D & L Management Greenwood, LLC	Eric Dilley , Sean Largent	(317) 882-6135
3654 N Hobart Rd	Hobart	IN	46342	Touch Of Gold II, LLC	Jeff Wishek	(219) 962-8616
4301 S East St	Indianapolis	IN	46227	D & L Management East St, LLC	Eric Dilley , Sean Largent	(317) 783-7796

214 Raceway Rd	Indianapolis	IN	46231	D & L Management Avon, LLC	Eric Dilley , Sean Largent	(317) 209-0111
6184 N Keystone Ave	Indianapolis	IN	46220	Bmoc Biz Broad Ripple, LLC	Jacob Sharp & Chris Flynn	(317) 475-9686
6435 E 82nd St	Indianapolis	IN	46250	Automotive Group, Inc.	Michael Pratt	(317) 842-4080
1210 N Illinois St	Indianapolis	IN	46202	Reed Automotive - Indy Illinois, LLC	Michael Reed , Rosanne Reed	(317) 632-3202
8530 Michigan Rd	Indianapolis	IN	46268	Reed Automotive - Indy Michigan, LLC	Michael Reed , Rosanne Reed	(317) 872-1132
851 N Shadeland Ave	Indianapolis	IN	46219	Csb Autocraft, LLC	Chris Bruner	(317) 353-6216
1706 E Markland Ave	Kokomo	IN	46901	Automotive Grup, Inc.	Michael Pratt	(765) 452-0031
804 Sagamore Pkwy N	Lafayette	IN	47904	Reed Automotive Lafayette LLC	Michael Reed , Rosanne Reed	(765) 447-7646
8611 Pendleton Pike	Lawrence	IN	46226	BLU FIN Inc.	Brian Formulak	(317) 897-2265
425 Ransdell Rd	Lebanon	IN	46052	Touch Of Gold III LLC	Jeff Wishek	(765) 224-0970
760 W 81st Ave US 30	Merrillville	IN	46410	Touch Of Gold VI, LLC	Jeff Wishek	(219) 738-1960
3805 Franklin St	Michigan City	IN	46360	Touch Of Gold V, LLC	Jeff Wishek	(219) 879-4618
215 W University Dr	Mishawaka	IN	46545	Leeds West Indiana, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(574) 271-7898
125 S Indiana St	Mooresville	IN	46158	CSB Autocraft Inc. - MVL	Chris Bruner	(317) 831-7385
1901 N Dr Martin Luther King J	Muncie	IN	47303	Advantage Investment Firm, LLC	John C Surface	(765) 288-8882
2608 E Main St	Plainfield	IN	46168	Bmoc Biz Plainfield, LLC	Jacob Sharp & Chris Flynn	(317) 839-8887
4730 E National Blvd	Richmond	IN	47374	D & L Management Richmond, LLC	Eric Dilley , Sean Largent	(765) 966-1555
1611 E State Rd 44	Shelbyville	IN	46176	D & L Managment Shelbyville, LLC	Eric Dilley , Sean Largent	(317) 392-2828
525 S Michigan St	South Bend	IN	46601	Leeds West Indiana, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(574) 289-2437
2300 S 3rd St	Terre Haute	IN	47802	A & E Installers, Inc.	Brian Niece	(812) 238-2582
2508 Calumet Ave	Valparaiso	IN	46383	Touch Of Gold One, LLC	Jeff Wishek	(219) 465-0855
Kansas						
1101 N Lorraine St	Hutchinson	KS	67501	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(620) 665-1170

2801 Iowa St	Lawrence	KS	66046	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(785) 841-1767
10342 State Line Rd	Leawood	KS	66206	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(913) 381-9700
330 N Seth Child Rd	Manhattan	KS	66502	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(785) 539-0551
1970 E Santa Fe St	Olathe	KS	66062	Auto Systems Experts, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(913) 764-4663
7818 Metcalf Ave	Overland Park	KS	66204	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(913) 648-1200
8665 W 151st St	Overland Park	KS	66223	ASE, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(913) 602-8008
6300 Nieman Rd	Shawnee	KS	66203	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(913) 268-7855
5914 Sw 21st St	Topeka	KS	66604	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(785) 273-8504
2820 S Seneca St	Wichita	KS	67217	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(316) 524-4283
3330 N Rock Rd	Wichita	KS	67226	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(316) 636-9299

9133 W Central Ave	Wichita	KS	67212	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(316) 721-5757
Kentucky						
603 US 31W Bypass	Bowling Green	KY	42101	Mcelhinny Automotive Co., Inc.	Anthony Mcelhinny , Deborah R Mcelhinny	(270) 842-6561
3822 Dixie Hwy	Erlanger	KY	41018	501 Erlanger Auto Center, Ltd.	Randolph Katz	(859) 687-8928
8220 US Route 42	Florence	KY	41042	506 Florence Auto Center, Ltd.	Randolph Katz	(859) 488-6855
107 Finley Dr	Georgetown	KY	40324	Bridgewater Automotive Of Georgetown Inc.	Sara Bridgewater, Paul Bridgewater	(502) 570-3800
2019 US Hwy 41 N	Henderson	KY	42420	Bmoc Biz Henderson	Jacob Sharp & Chris Flynn	(270) 894-4333
4210 Saron Dr	Lexington	KY	40515	Lexington Purni Automotive Systems, Inc.	Madhavi Delsignore , Sujata Donepudi , Jayasree Gorrepati , Krishna Gorrepati , Patvardnana Gorrepati , Rajendra Gorrepati , Uday Gorrepati , Sudhakar Kantamneni , Janaki Koneru , Pallavi Paladudu	(859) 272-1100
678 East New Circle Rd	Lexington	KY	40505	Lexington Purni Automotive Systems, Inc.	Madhavi Delsignore , Sujata Donepudi , Jayasree Gorrepati , Krishna Gorrepati , Patvardnana Gorrepati , Rajendra Gorrepati , Uday Gorrepati , Sudhakar Kantamneni , Janaki Koneru , Pallavi Paladudu	(859) 255-3781
2102 Alexandria Pike	Newport	KY	41071	525 Newport Auto Center, Ltd.	Randolph Katz	(859) 554-3411
Lousiana						
916 Barrow St	Houma	LA	70360	Rodco, Inc.	John Dugas	(985) 879-1930
3115 Pinhook Rd	Lafayette	LA	70508	C Boutte Enterprises LLC	Chad Boutte	(337) 703-4518
2526 Canal St	New Orleans	LA	70119	John Dee, Inc.	John DiVincent	(504) 821-3141
Massachusetts						
125 Great Rd-Route 2A	Acton	MA	01720	Dennesen Automotive LLC	David Dennesen	(978) 263-4611
451 Southbridge St	Auburn	MA	01501	AMG Enterprises, LLC	Adam Genuario	(508) 832-9600
556 Boston Rd	Billerica	MA	01821	Fixco LLC	Brian Otasevic	(978) 663-2777
198 Broad St	Bridgewater	MA	02324	AMG Enterprises, LLC	Adam Genuario	(508) 443-1398
120 Boylston St	Brookline	MA	02445	Kentco South, Inc.	Kent Smith	(617) 731-6212
66 Middlesex Tpke	Burlington	MA	01803	Kentco South, Inc.	Kent Smith	(781) 552-5980

3014 Cranberry Hwy	East Wareham	MA	02538	Wall Enterprises Inc.	Thomas Wall , Matthew Wall	(508) 295-8440
178 Huttleston Ave	Fairhaven	MA	02719	Wall Enterprises Inc.	Thomas Wall , Matthew Wall	(401) 573-5169
1439 Plymouth Ave	Fall River	MA	02722	4 J AUTO, Inc.	Joseph Medeiros , Joanne Medeiros	(508) 679-1066
244 Teaticket Hwy	Falmouth	MA	02540	MI Falmouth, Inc.	Adeel Qureshi	(508) 540-4290
529 W Central St	Franklin	MA	02038	Core Automotive Inc.	Jeffrey Stearns	(508) 613-1900
18 Dyer St	Gardner	MA	01440	MDS Garner LLC	Adeel Qureshi	(978) 630-1400
397 Russell St	Hadley	MA	01035	Kentco South Inc.	Kent Smith	(413) 586-9991
74 Iyannough Rd	Hyannis	MA	02601	MI Hyannis Inc.	Adeel Qureshi	(508) 771-2637
555 Lynnway	Lynn	MA	01905	Mitchell's Management LLC	Ivan Mitchell	(781) 598-9811
65 Commercial	Maiden	MA	02148	Kentco South Inc.	Kent Smith	(781) 324-8860
231 East Main	Marlborough	MA	01752	AMG Enterprises, LLC	Adam Genuario	(508) 481-0330
840 Worcester Rd	Natick	MA	01760	TFS Enterprises, Inc.	Timothy Stearns	(508) 655-0050
72 Storey Ave	Newburyport	MA	01950	J. Gardner, Inc.	Joseph Gardner	(978) 465-3300
276 State Rd	North Dartmouth	MA	02747	Wall Enterprises Inc.	Thomas Wall , Matthew Wall	(508) 996-3161
220 Main St	North Reading	MA	01864	AMG Enterprises, LLC	Adam Genuario	(978) 396-0767
144 Rt 6A	Orleans	MA	02653	MI Orleans Auto Inc.	Adeel Qureshi	(508) 255-0112
25 New State Hwy	Raynham	MA	02767	KentCo South Inc.	Kent Smith	(508) 823-6166
947 Washington St	South Attleboro	MA	02703	AMG Enterprises, LLC	Adam Genuario	(508) 761-8051
1160 Boston Rd	Springfield	MA	01119	KPG Mass Inc.	Kenton Childs	(413) 783-2326
151 Main St	Stoneham	MA	02180	KentCo South Inc.	Kent Smith	(781) 438-9160
91 Turnpike Rd	Westborough	MA	01581	AMG Enterprises, LLC	Adam Genuario	(508) 898-0099
Maryland						
204 S Philadelphia Blvd	Aberdeen	MD	21001	Hanzon Automotive Sales & Services, LLC	Raynard E Mccamie	(410) 272-5599
1915 West St	Annapolis	MD	21401	Jo-Lee Mufflers, Inc.	Christopher Mohns , Robin Mohns	(410) 266-5868
6555 Baltimore National Pike	Baltimore	MD	21228	Tambas LLC	Scott R Tambascio	(410) 744-7822
1772 E Joppa Rd	Baltimore	MD	21234	Weiss Automotive Of Joppa Road LLC	Christopher Weiss , Rebecca Weiss	(410) 668-9014
7206 Eastern Ave	Baltimore	MD	21224	Jms Inc.	L Marie Mohns	(410) 285-1500
2617 Reisterstown Rd	Baltimore	MD	21217	Al-Sadad Automotive LLC	MD Al Amin	(410) 523-9200
8407 Central Ave	Capitol Heights	MD	20743	Murclin, Inc.	Leeann Grimm , Tony Grimm	(301) 336-4747
8001 Malcolm Rd	Clinton	MD	20735	Murclin, Inc.	Leeann Grimm , Tony Grimm	(301) 856-3000
5717 Silver Hill Rd	District Heights	MD	20747	Murclin Auto	Leeann Grimm , Tony Grimm	(301) 420-1171

6301 Luers Ave	Eldersburg	MD	21784	Triple Woo Enterprise, Inc.	Woo Lee	(410) 549-0343
338 E Pulaski Hwy	Elkton	MD	21921	Weiss Automotive LLC	Christopher Weiss , Rebecca Weiss	(410) 392-5050
9438 Baltimore National Pike	Ellicott City	MD	21042	Tambas LLC	Scott R Tambascio	(410) 461-8500
1002 W Patrick St	Frederick	MD	21703	D J Automotive, Inc.	Daivd Diferdinando , Joseph Diferdinando , Natalina Diferdinando	(301) 694-8411
1390 Dual Hwy	Hagerstown	MD	21740	RHD2 Auto Services Inc.	David Diferdinandino, Rita Diferdinandino	(301) 791-4900
324 Washington Blvd S Ste 330	Laurel	MD	20707	Jps, Inc.	Christopher Mohns , Robin Mohns	(301) 498-2400
9710 Reistertown Rd	Owings Mills	MD	21117	Dlb Inc.	Daniel Bahk , Steve Bahk	(410) 356-0650
8158 Ritchie Hwy	Pasadena	MD	21122	March Autocare Inc.	Christopher Mohns , Robin Mohns	(410) 437-2280
210 Reisterstown Rd	Pikesville	MD	21208	Tambas LLC	Scott R Tambascio	(410) 317-9060
65 Heritage Blvd	Prince Frederick	MD	20678	M.C.M, L.L.C.	Matthew Blazevich , Mark Blazevich , Chris Blazevich	(410) 535-3600
9339 Liberty Rd	Randallstown	MD	21133	Cb Inc.	Daniel Bahk	(443) 405-3457
11340 Amherst Ave	Silver Spring	MD	20902	Wheaton Muffler, Inc.	Christopher Mohns , Robin Mohns	(301) 933-1200
7047 Allentown Rd	Temple Hills	MD	20748	Murclin, Inc.	Leeann Grimm , Tony Grimm	(301) 449-3320
1014 York Rd	Towson	MD	21204	Hanzon Automotive Sales & Service LLC	Raynard E Mccamie	(410) 296-7166
12055 Vivian Adams Dr	Waldorf	MD	20601	Waldorf Mufflers, Inc.	Matthew Blazevich , Mark Blazevich , Chris Blazevich	(301) 932-9366
Maine						
1011 Union St	Bangor	ME	04401	Keith's Auto Repair, Inc.	Keith Woodard	(207) 947-6792
296 High St	Ellsworth	ME	04605	KAR II	Keith Woodard	(207) 667-3261
140 College Ave	Waterville	ME	04901	Keith's Auto Repair, Inc.	Keith Woodard	(207) 873-2715
95 Larrabee Rd	Westbrook	ME	04092	Gessner Enterprises Inc.	Casey Mogren , Mark Mogren	(207) 854-1222
Michigan						
639 S Main St	Adrian	MI	49221	Terin-L, Inc.	Terry Mcintyre	(517) 263-0434
2395 Jackson Ave	Ann Arbor	MI	48103	Maco - 3	Kelly Mctinyre , Rusty Mcintyre , Terry Mcintyre	(734) 665-7495
3180 Washtenaw Ave	Ann Arbor	MI	48104	Glen Mac, Inc.	Kelly Mctinyre , Rusty Mcintyre , Terry Mcintyre	(734) 971-4520
2054 M Number 139	Benton Harbor	MI	49022	Leeds West Michigan, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(269) 927-2491
220 S Mitchell St	Cadillac	MI	49601	Peterson Services, Inc.	The Estate Of Donald Peterson	(231) 775-8771
41580 Ford Rd	Canton	MI	48187	Arnaz, LLC	Nasser Halwani	(734) 981-1090

41300 Garfield Rd	Clinton Township	MI	48038	Kingston Enterprises, Inc.	Earle (gil) Harris , Patricia Harris , Christopher Harris	(586) 263-0080
1424 North Lincoln Rd	Escanaba	MI	49829	DFF Racing, Inc.	Jerry Jeffrey Ebbesen	(906) 789-9100
5649 S Saginaw Rd	Flint	MI	48507	804 Saginaw Auto Center, Ltd.	Randolph Katz	(810) 230-4890
3511 N Linden Rd	Flint	MI	48504	805 Linden Auto Center, Ltd.	Randolph Katz	(810) 498-3145
G3211 Miller Rd	Flint	MI	48507	802 Miller Auto Center, Ltd.	Randolph Katz	(810) 553-6995
2710 28th St SE	Grand Rapids	MI	49512	MI Auto Serv Portfolio Holdings, LLC	Matthew Abell, Christopher Fillmore, Kassem Sam Beydoun, IGN Holdings, LLC	(616) 957-0030
3424 Plainfield Ave NE	Grand Rapids	MI	49525	MI Auto Serv Portfolio Holdings, LLC	Matthew Abell, Christopher Fillmore, Kassem Sam Beydoun, IGN Holdings, LLC	(616) 363-9055
2360 Alpine Ave NW	Grand Rapids	MI	49544	Masph GR LLC	Matthew Abell, Kassem Sam Beydoun, IGN Holdings LLC	(616) 363-7705
1503 Clinton Rd	Jackson	MI	49202	MI Auto Serv Portfolio Holdings, LLC	Matthew Abell, Christopher Fillmore, Kassem Sam Beydoun, IGN Holdings, LLC	(517) 784-7197
6009 Gull Rd	Kalamazoo	MI	49048	MI Auto Serv Portfolio Holdings, LLC	Matthew Abell, Christopher Fillmore, Kassem Sam Beydoun, IGN Holdings, LLC	(269) 343-2596
591 South Lapeer Rd	Lake Orion	MI	48362	MI Auto Serv Portfolio Holdings, LLC	Matthew Abell, Christopher Fillmore, Kassem Sam Beydoun, IGN Holdings, LLC	(248) 693-1488
3800 S Martin Luther King Jr Blvd	Lansing	MI	48910	K R L, Inc.	Kelly Mctinyre , Rusty Mcintyre , Carol Mcintyre	(517) 882-7722
4230 W Saginaw St	Lansing	MI	48917	R K G, Inc.	Kelly Mctinyre , Rusty Mcintyre , Carol Mcintyre	(517) 323-0111
30481 Plymouth Rd	Livonia	MI	48150	Livonia Automotive LLC	Nasser Halwani	(734) 261-9150
385 W 12 Mile Rd	Madison Heights	MI	48071	MI Auto Serv Portfolio Holdings, LLC	Matthew Abell, Christopher Fillmore, Kassem Sam Beydoun, IGN Holdings, LLC	(248) 546-0230
2293 US Hwy 41 W	Marquette	MI	49855	TLA Services Inc.	Thomas L Auston	(906) 226-3553
531 S Telegraph Rd	Monroe	MI	48161	111 Telegraph Road Auto Center, Ltd.	Randolph Katz	(734) 219-3748
3385 Henry St	Muskegon	MI	49441	Doma, Inc.	Tresha Kidder , Ronald Kidder	(231) 739-3536
2543 S 11th St	Niles	MI	49120	Leeds West Michigan, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(269) 684-3740
43421 W 12 Mile Rd	Novi	MI	48377	MI Auto Serv Portfolio Holdings, LLC	Matthew Abell, Christopher Fillmore, Kassem Sam Beydoun, IGN Holdings,	(248) 348-3140

					LLC	
2227 W Grand River Ave	Okemos	MI	48864	806 Okemos Auto Center Ltd.	Randolph Katz	(517) 273-1877
210 Ann Arbor Rd	Plymouth	MI	48170	Dayung Four Incorporated	Alexander Ho	(734) 892-2174
5112 S Westnedge Ave	Portage	MI	49002	MI Auto Serv Portfolio Holdings, LLC	Matthew Abell, Christopher Fillmore, Kassem Sam Beydoun, IGN Holdings, LLC	(269) 343-1305
26005 Plymouth Rd	Redford	MI	48239	Redford Automotive, LLC	Nasser Halwani, Amina Halwani	(313) 937-2000
746 S Rochester Rd	Rochester	MI	48307	MI Auto Serv Portfolio Holdings, LLC	Matthew Abell, Christopher Fillmore, Kassem Sam Beydoun, IGN Holdings, LLC	(248) 652-8383
25525 Gratiot Ave	Roseville	MI	48066	Ali Baba Automotive, LLC	Mohammad Tariq	(586) 204-3508
32700 Woodward Ave	Royal Oak	MI	48073	MDT Auto Repair LLC	Michael Teats	(248) 549-0411
50021 Van Dyke Ave	Shelby Township	MI	48317	Rraaa, Inc.	Richard Krus	(586) 731-0477
24945 Telegraph Rd	Southfield	MI	48033	Arnaz Telegraph LLC	Nasser Halwani	(248) 356-3040
26939 Greenfield Rd	Southfield	MI	48076	Greenfield Automotive, LLC	Nasser Halwani	(248) 559-0929
13252 Eureka Rd	Southgate	MI	48195	Bosman Automotive, Inc.	Jeffrey Bosman	(734) 285-9600
29611 Harper Ave	St Clair Shores	MI	48082	Omani Automotive	Mohammad Tariq	(586) 775-1830
21538 Goddard Rd	Taylor	MI	48180	Anh Enterprises LLC	Nasser Halwani	(313) 887-0800
2995 E Big Beaver Rd	Troy	MI	48083	Kingston Enterprises, Inc.	Earle (gil) Harris , Patricia Harris , Christopher Harris	(248) 524-2090
1500 W Maple	Troy	MI	48084	MDT Auto Repair LLC	Michael Teats	(248) 643-0203
32601 Van Dyke Ave	Warren	MI	48093	Ron Ranoni, Sole Proprietor	Ronald Ranoni	(586) 939-7470
5099 Dixie Hwy	Waterford	MI	48329	Dayung Three Inc.	Alexander Ho	(248) 674-0453
5725 W Maple Rd	West Bloomfield	MI	48322	Dayung LLC	Alexander Ho	(248) 626-6131
1812 N Wayne Rd	Westland	MI	48185	Om Guri Ashish Auto Inc.	Yogesh Patel	(734) 729-4430
404 E Michigan Ave	Ypsilanti	MI	48198	Terr-Rus-Kel, Inc.	Kelly Mctinyre , Rusty Mcintyre , Terry Mcintyre	(734) 484-1472
Minnesota						
15455 Cedar Ave	Apple Valley	MN	55124	Stranik, Inc.	Adam Stranik	(952) 431-5454
9211 Lyndale Ave South	Bloomington	MN	55420	Moran Inc.	Michael Moran	(952) 884-4781
4415 Central Ave Northeast	Columbia Heights	MN	55421	Stranik, Inc.	Adam Stranik	(763) 788-9459
3550 Northdale Blvd	Coon Rapids	MN	55448	Stranik, Inc.	Adam Stranik	(763) 421-9633
19340 Hwy 7	Deephaven	MN	55331	Hendrickson Enterprises, Inc.	Stephen Hendrickson	(952) 470-0459
8260 Flying Cloud Dr	Eden Prairie	MN	55344	Hendrickson Enterprises, Inc.	Stephen Hendrickson	(952) 944-8450

9020 Excelsior Blvd	Hopkins	MN	55343	Hendrickson Enterprises, Inc.	Stephen Hendrickson	(952) 933-5551
1050 Madison Ave	Mankato	MN	56001	Stranik, Inc.	Adam Stranik	(507) 345-8205
13350 Grove Dr	Maple Grove	MN	55369	Jimichaeleen Mufflers, Inc.	Michael Taylor	(763) 420-9282
1945 E County Rd D	Maplewood	MN	55109	Stranik, Inc.	Adam Stranik	(651) 777-3750
601 E Lake St	Minneapolis	MN	55407	Stranik, Inc.	Adam Stranik	(612) 827-4629
12812 Wayzata Bvld	Minnetonka	MN	55305	HENDRICKSON ENTERPRISES, INC.	Stephen Hendrickson	(952) 546-8767
5604 Winnetka Ave N	New Hope	MN	55428	Hendrickson Enterprises Inc.	Stephen Hendrickson	(763) 533-2509
1225 N Broadway	Rochester	MN	55906	Ke Wix LLC	Keith Wix , Amy Wix	(507) 282-4414
2168 Snelling Ave North	Roseville	MN	55113	Stranik, Inc.	Adam Stranik	(651) 636-2221
612 1st Ave E	Shakopee	MN	55379-1506	Rt Styve Entrprises, Inc.	Reed Styve , Teresa Styve	(952) 496-2656
4200 Excelsior Blvd	St Louis Park	MN	55416	Stranik, Inc.	Adam Stranik	(952) 920-4920
520 University Ave	St Paul	MN	55103	Stranik, Inc.	Adam Stranik	(651) 222-6835
1697 7th St W	St Paul	MN	55116	Stranik, Inc.	Adam Stranik	(651) 699-0220
1415 White Bear Ave	St Paul	MN	55106	Stranik, Inc.	Adam Stranik	(651) 774-0338
1450 Robert St S	St Paul	MN	55118	Stranik, Inc.	Adam Stranik	(651) 457-4381
Missouri						
305 SW State Route 7	Blue Springs	MO	64014	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(816) 228-3588
1201 Business Loop 70 E	Columbia	MO	65201	Mid-Missouri Mufflers, Inc.	James Budzinski , John Engelmeyer , Roger Boyles	(573) 443-0493
11925 New Hall Ferry	Florissant	MO	63033	CO Auto Center LLC	Mazen Owydat	(314) 838-1830
6003 Ne Antioch Rd	Gladstone	MO	64119	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(816) 454-5757
7790 N Lindbergh Blvd	Hazelwood	MO	63042	Clif Wilkerson, Inc.	Clifton Wilkerson , Craig Wilkerson	(314) 838-7272
3101 S Noland Rd	Independence	MO	64055	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(816) 836-1678

7648 Troost Ave	Kansas City	MO	64131	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(816) 363-1433
921 Ne Rice Rd	Lees Summit	MO	64086	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(816) 525-7400
703 Hwy K & I-70	O'Fallon	MO	63366	O'Fallon Mufflers Inc.	James Budzinski	(636) 272-6237
9390 Page Ave	Overland	MO	63114	J.B.G. Enterprises, L.L.C.	Michael Carey	(314) 429-3020
4411 Wisconsin Ave	Sedalia	MO	65301	Kdw Automotive LLC	Kent Wernli	(660) 827-2865
1237 E Battlefield St	Springfield	MO	65804	Steve Towers Enterprise LLC	Steven Towers	(417) 883-7340
1818 East St Louis St	Springfield	MO	65802	Steve Towers Enterprise LLC	Steven Towers	(417) 862-0538
1811 W Republic Rd	Springfield	MO	65807	Steve Towers Enterprise LLC	Steven Towers	(417) 988-7375
3538 S Kingshighway Blvd	St Louis	MO	63139	Clif Wilkerson, Inc.	Clifton Wilkerson , Craig Wilkerson	(314) 752-0710
10542 Watson Rd	St Louis	MO	63127	Mcmahan Automotive Center L.L.C.	Rhonda Mcmahan , Darren McMahan	(314) 821-1168
336 Mid Rivers Mall	St Peters	MO	63376	Clif Wilkerson, Inc.	Clifton Wilkerson , Craig Wilkerson	(636) 279-1300
2 Jiffy St	Wentzville	MO	63385	Clif Wilkerson Inc.	Clifton Wilkerson , Craig Wilkerson	(636) 332-3940
Mississippi						
2219 Hwy 45 N	Columbus	MS	39705	Ray Automotive, LLC	John A Ray , Rachel Ray	(662) 329-2023
2033 Hwy 82 E	Greenville	MS	38703	Southern Undercar Service, Inc.	Clark Garletts , Frank A Garletts , Michael Garletts	(662) 332-4171
2613 West Oxford Loop	Oxford	MS	38655	Ray Automotive, LLC	John A Ray , Rachel Ray	(662) 380-5720
2880 Hwy 80 E	Pearl	MS	39208	Metro Undercar Service, Inc.	Clark Garletts , Frank A Garletts , Michael Garletts	(601) 939-3500
827 Ridgewood Rd Ext	Ridgeland	MS	39157	Metro Undercar Service, Inc.	Clark Garletts , Frank A Garletts , Michael Garletts	(601) 957-9896
188 Goodman Rd W	Southaven	MS	38671	Leggett Automotive LLC	James Leggett	(662) 655-0085
3936 N Gloster St	Tupelo	MS	38804	Ray Automotive, LLC	John A Ray , Rachel Ray	(662) 842-2226
Montana						
2702 4th Ave North	Billings	MT	59101	GC Billings LLC	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	(406) 252-0116
2254 Central Ave	Billings	MT	59102	GC Billings LLC	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	(406) 652-4500
909 10th Ave S	Great Falls	MT	59405	GC Billings LLC	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	(406) 454-3434

332 S Orange St	Missoula	MT	59801	GC Montana LLC	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	(406) 728-7760
North Carolina						
3606 Durham Chapel Hill Blvd	Durham	NC	27707	Shyam Automotive, LLC	Rajesh Sutariya	(919) 493-5441
3519 South Memorial Dr	Greenville	NC	27834	The Shivers Company LLC	William H Shivers, Jeffrey D Shivers	(252) 756-9374
9209 E Independence Blvd	Matthews	NC	28105	P. C. Khosla, Inc.	Chanchal Khosla , Parbodh Khosla , Vikas Khosla	(704) 841-0770
9960 Pineville-Mathews Rd	Pineville	NC	28134	Pc Khosla Inc.	Chanchal Khosla , Parbodh Khosla , Vikas Khosla	(704) 889-1400
234 S Boylan Ave	Raleigh	NC	27603	NPSD, LLC	Matthew E May	(919) 832-0899
3621 Capital Blvd	Raleigh	NC	27604	JCH3832, LLC	Matthew E May	(919) 578-6240
North Dakota						
502 15th St West	Dickinson	ND	58601	Steven M. Scherr, Sole Proprietor	Steven M. Scherr	(701) 225-5903
615 38th St S	Fargo	ND	58103	Jlh Enterprises, Inc.	Joseph Helkamp , Lorri Helkamp	(701) 282-5355
Nebraska						
1403 Fort Crook Rd N	Bellevue	NE	68005	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(402) 733-5188
7030 O St	Lincoln	NE	68510	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(402) 483-2282
7557 Dodge St	Omaha	NE	68114	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(402) 393-2207
13906 R Plz	Omaha	NE	68137	Auto Systems Experts, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(402) 895-2670
9009 W Center Rd	Omaha	NE	68124	Auto Systems Experts LLC	Judd Shader, Leeds West Operating Group LLC	(402) 397-9070
New Hampshire						
79 Fort Eddy Rd	Concord	NH	03301	Kentco North Inc.	Kent Smith	(603) 228-1331
68 Key Rd	Keene	NH	03431	Vernette Holdings Corp	Vern Mcguire , Quinette Goewey	(603) 357-2300
22 Auto Center Rd	Manchester	NH	03103	Kentco North Inc.	Kent Smith	(603) 624-4200

116 Daniel Webster Hwy S	Nashua	NH	03060	Kentco North Inc.	Kent Smith	(603) 888-4545
518 Amherst St	Nashua	NH	03063	Kentco North Inc.	Kent Smith	(603) 880-1411
2234 White Mountain Hwy	North Conway	NH	03860	Dennesen Automotive NH, LLC	David Dennesen	(603) 356-9404
27 Lafayette Rd	North Hampton	NH	03862	AMG Enterprises, LLC	Adam Genuario	(603) 964-3998
46 Plaistow Road Route 125	Plaistow	NH	03865	EJL Automotive Inc.	Ernest Lucia	(603) 382-9259
8 Milton Rd	Rochester	NH	03868	AMG Enterprises, LLC	Adam Genuario	(603) 335-2110
331 S Broadway & Route 28	Salem	NH	03079	S.T.A.D.S.	David DiGiovanni	(603) 893-8693
5 Airport Rd Ste 12	West Lebanon	NH	03784	Dese, LLC	David Enderson , Shelly Enderson , Bruce Phillips	(603) 298-8741
New Jersey						
24 N Albany St	Atlantic City	NJ	08401	Ccrp, LLC	Jon Hauge , David Buschhoff	(609) 345-1700
440 Route 9	Bayville	NJ	08721	Bayville Tire And Service Center, Inc.	Edward Dzienkiewicz , Derek Schork	(732) 269-9222
1076 Route 22 Somerville	Bridgewater Twp	NJ	08807	Prenlyn III Corporation	Brian Beers , Christopher Beers	(908) 526-0441
2086 Marlton Pike E	Cherry Hill	NJ	08003	Auto Experts USA, LLC	Sam Ayoubi	(856) 424-3500
1877 Marlton Pike E	Cherry Hill	NJ	08003	Auto Experts USA, LLC	Sam Ayoubi	(856) 751-3300
308 Haddonfield Rd	Cherry Hill	NJ	08002	Fifty, Inc.	John Schmus	(856) 486-7222
2 Washington Ave	Dumont	NJ	07628	Prenlyn III Corporation	Brian Beers , Christopher Beers	(201) 387-8100
376 Hwy 18	East Brunswick	NJ	08816	Eb Auto Repair, Inc.	Bikram Arora , Deepak Arora	(732) 238-2000
437 US Hwy 130	East Windsor	NJ	08520	A & E Auto Management LLC	Peter Cofrancisco	(609) 448-2022
241 Hwy 35	Eatontown	NJ	07724	Auto Experts USA, LLC	Sam Ayoubi	(732) 542-0660
1481 Route 1	Edison	NJ	08837	Prenlyn III Corporation	Brian Beers , Christopher Beers	(732) 494-3322
194 US Hwy 9 N	Englishtown	NJ	07726	Auto Experts USA, LLC	Sam Ayoubi	(732) 972-4969
221 Route 202 Rte 31	Flemington	NJ	08822	Leeds West New Jersey, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(908) 782-9322
3575 Route 9 N	Freehold	NJ	07728	Auto Experts USA, LLC	Sam Ayoubi	(732) 780-0950
508 Delsea Dr N	Glassboro	NJ	08028	Auto Experts USA, LLC	Sam Ayoubi	(856) 863-8802
910 Hwy 33	Hamilton Square	NJ	08690	A & E Auto Management LLC	Peter Cofrancisco	(609) 890-1844
1093 Goffle Rd	Hawthorne	NJ	07506	Auto World Experts LLC	Hilda Zaidan	(973) 423-0070
3248 Hwy 35	Hazlet	NJ	07731	A & E Auto Management LLC	Peter Cofrancisco	(732) 739-6900
6689 Route 9 N	Howell	NJ	07731	A & E Auto Management LLC	Peter Cofrancisco	(732) 370-3939
1166 Springfield Ave	Irvington	NJ	07111	Prenlyn III Corporation	Brian Beers , Christopher Beers	(973) 373-2200

Route 46 East 920	Kenvil	NJ	07847	Prenlyn III Corporation	Brian Beers , Christopher Beers	(973) 584-5050
3221 Brunswick Pike	Lawrenceville	NJ	08648	Prenlyn III Corporation	Brian Beers , Christopher Beers	(609) 896-1515
1627 Route 38	Lumberton	NJ	08048	Auto Experts USA, LLC	Sam Ayoubi	(609) 267-5711
160 N Black Horse Pike	Mount Ephraim	NJ	08059	Auto Experts USA, LLC	Sam Ayoubi	(856) 931-3995
55 Hampton House Rd	Newton	NJ	07860	Leeds West New Jersey, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(973) 579-1030
1965 US Hwy 1	North Brunswick	NJ	08902	Nb Auto Repair, Inc.	Bikram Arora , Jaswinder Singh	(732) 821-7100
697 Route 22 W	North Plainfield	NJ	07060	Prenlyn III Corporation	Brian Beers , Christopher Beers	(908) 757-7575
500 State Hwy 17	Paramus	NJ	07652	Leeds West New Jersey, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(201) 265-0200
363 State Hwy Route 10 E	Randolph	NJ	07869	Prenlyn III Corporation	Brian Beers , Christopher Beers	(973) 366-1663
450 Hwy 35	Red Bank	NJ	07701	A & E Auto Management LLC	Peter Cofrancisco	(732) 747-5050
194 US Hwy 46	Rockaway	NJ	07866	Prenlyn III Corporation	Brian Beers , Christopher Beers	(973) 625-3632
492 Morris Ave	Summit	NJ	07901	Prenlyn III Corporation	Brian Beers , Christopher Beers	(908) 273-3303
1301 Route 37 East	Toms River	NJ	08753	Auto Experts USA, LLC	Sam Ayoubi	(732) 929-1333
3149 S Broad St	Trenton	NJ	08610	Auto Experts USA, LLC	Sam Ayoubi	(609) 888-4700
1820 N Olden Ave	Trenton	NJ	08638	Derco LLC	Joseph Derkits	(609) 882-6577
4891 Route 42	Turnersville	NJ	08012	Auto Experts USA, LLC	Sam Ayoubi	(856) 352-4460
2403 Hwy 35	Wall Township	NJ	08736	A & E Auto Management LLC	Peter Cofrancisco	(732) 528-5155
420 South Ave W	Westfield	NJ	07090	Prenlyn III Corporation	Brian Beers , Christopher Beers	(908) 233-3939
495 Rt 9 S	Woodbridge	NJ	07095	Auto Experts USA, LLC	Sam Ayoubi	(732) 750-2444
751 Mantua Pike	Woodbury	NJ	08096	Auto Experts USA, LLC	Sam Ayoubi	(856) 848-4711
New Mexico						
3711 Hwy 528 NW	Albuquerque	NM	87114	Richmen 8 Lllp	Jude Crane , William O'bryan Leitch , Richmen 3 Gp LLC , Richmen 4 Gp LLC , Richmen 5 Gp LLC , Richmen 6 Gp LLC , Richmen 7 Gp LLC , Richmen 8 Gp LLC , Richmen 9 Gp LLC , Richmen 10 Gp LLC , Richmen 11 Gp LLC , Richmen 12 Gp LLC	(505) 898-4040

6021 San Mateo Blvd NE	Albuquerque	NM	87109	Richmen 7 Lllp	Jude Crane , William O'bryan Leitch , Richmen 3 Gp LLC , Richmen 4 Gp LLC , Richmen 5 Gp LLC , Richmen 6 Gp LLC , Richmen 7 Gp LLC , Richmen 8 Gp LLC , Richmen 9 Gp LLC , Richmen 10 Gp LLC , Richmen 11 Gp LLC , Richmen 12 Gp LLC	(505) 881-7456
1129 Juan Tabo Blvd Ne	Albuquerque	NM	87112	Richmen 9 Lllp	Jude Crane , William O'bryan Leitch , Richmen 3 Gp LLC , Richmen 4 Gp LLC , Richmen 5 Gp LLC , Richmen 6 Gp LLC , Richmen 7 Gp LLC , Richmen 8 Gp LLC , Richmen 9 Gp LLC , Richmen 10 Gp LLC , Richmen 11 Gp LLC , Richmen 12 Gp LLC	(505) 271-1811
7000 Menaul Blvd Ne	Albuquerque	NM	87110	Richmen 10 Lllp	Jude Crane , William O'bryan Leitch , Richmen 3 Gp LLC , Richmen 4 Gp LLC , Richmen 5 Gp LLC , Richmen 6 Gp LLC , Richmen 7 Gp LLC , Richmen 8 Gp LLC , Richmen 9 Gp LLC , Richmen 10 Gp LLC , Richmen 11 Gp LLC , Richmen 12 Gp LLC	(505) 883-6822
1801 San Juan Blvd	Farmington	NM	87401	Rdg & Car, Inc.	Faith Dalton , Sonjia Ginther , Shelly Guerrero	(505) 327-5373
8157 Gibson Blvd Se Bldg 20147	Kirtland Afb	NM	87117	Kol Automotive Lllp	Jude Crane , William O'bryan Leitch , Kol Gp LLC	(505) 717-2880
Nevada						
2041 W Sunset Rd	Henderson	NV	89014	Legacy Automotive 2 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 2 GP LLC	(702) 433-6334
2620 Windmill Pkwy	Henderson	NV	89074	Legacy Automotive 4 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 4 GP LLC	(702) 361-0363
2980 St Rose Pkwy	Henderson	NV	89052	Animated Automotive Associates, LLC	George Keyes	(702) 570-6200
10177 W Charleston Blvd	Las Vegas	NV	89135	Legacy Automotive 3 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 3 GP LLC	(702) 255-0884
1850 S Rainbow	Las Vegas	NV	89146	Legacy Automotive 1 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 1 GP LLC	(702) 368-0550

2797 E Tropicana Ave	Las Vegas	NV	89121	Owens Holdings, LLC	Steven V Owens , Sharon D Owens	(702) 458-4191
3400 N Rancho Dr	Las Vegas	NV	89130	Animated Automotive Associates, LLC	George Keyes	(702) 645-8100
3232 N Durango Dr	Las Vegas	NV	89129	Mavr LLC	Mikhael Oganesian	(702) 878-0044
New York						
967 Central Ave	Albany	NY	12205	724 Central Avenue Auto Center, Ltd.	Randolph Katz	(518) 310-2047
1722 Central Ave	Albany	NY	12205	Montcalm Point Associates, Inc.	Kent Smith	(518) 869-9521
236 Grant Ave	Auburn	NY	13021	743 Auburn Auto Center, Ltd.	Randolph Katz	(315) 221-9408
1743 Sunrise Hwy	Bay Shore	NY	11706	Automotive Care Center I, LLC	Raza Dastgir , Abbas Dastgir	(631) 968-8644
489 Court St	Binghamton	NY	13904	734 Court Street City Auto Center, Ltd.	Randolph Katz	(607) 269-7183
589-91 East Fordham Rd	Bronx	NY	10458	J.D.M. Auto Service, Inc.	Scott R Frankland	(718) 933-1300
315 Niagara St	Buffalo	NY	14201	MAPS Automotive LLC	Patrick J Reardon	(716) 852-1121
1835 Middle Country Rd	Centereach	NY	11720	T. Miller, Inc.	Thomas Miller	(631) 585-5800
7992 Brewerton Rd	Cicero	NY	13039	741 Brewerton Auto Center Ltd.	Randolph Katz	(315) 314-8977
1689 Route 9	Clifton Park	NY	12065	723 Clifton Park Auto Center, Ltd.	Randolph Katz	(518) 249-6496
6242 Jericho Tpke	Commack	NY	11725	Americar Service Centers, Inc.	Ijaz Bokhari , Syed Muntiqa Shaw	(631) 462-5444
3240 Erie Blvd E	De Witt	NY	13214	705 Dewitt Auto Center, Ltd.	Randolph Katz	(315) 565-0643
503 Columbia Tpke	East Greenbush	NY	12061	Central Point, Inc.	Kent Smith	(518) 477-1117
816 Canadaigua Rd	Geneva	NY	14456	Father And Son Automotive Inc.	Brian Delucia	(315) 789-0156
140 Route 17 M	Harriman	NY	10926	BRG Automotive Enterprises, LLC	Maurice Geissler	(845) 782-4445
248 Route 9-W	Haverstraw	NY	10927	BRG Automotive Enterprises, LLC	Maurice Geissler	(845) 429-2677
56 Healy Blvd	Hudson	NY	12534	Tria Management Corp.	Gabriel Karathomas	(518) 822-0644
334 W Jericho Tpke[(1)]	Huntington	NY	11743	AIB Service Centers LLC	Ijaz Bokhari	(631) 683-5601
347 Elmira Rd	Ithaca	NY	14850	735 Ithaca Auto Center, Ltd.	Randolph Katz	(607) 216-9927
1008 Troy Schenectady Rd	Latham	NY	12110	Montcalm Point Associates, Inc.	Kent Smith	(518) 785-6644
7382 Oswego Rd	Liverpool	NY	13090	706 Liverpool Auto Center, Ltd.	Randolph Katz	(315) 570-9714
60-34 Eliot Ave	Maspeth	NY	11378	F. J. Roberts Enterprise Inc.	Robert Fretwell	(718) 386-3362
419 Route 211 E	Middletown	NY	10940	Brg Automotive Enterprises, Inc.	Maurice Geissler	(845) 343-4161
202 Herricks Rd	Mineola	NY	11501	Angel-Tech, Inc.	Lance Lazzara	(516) 279-6531
412 Route 59	Monsey	NY	10952	Nat & Kat Enterprises, LLC	Natale Rizzuto	(845) 356-4348
215 W Route 59	Nanuet	NY	10954	BRG Automotive Enterprises, LLC	Maurice Geissler	(845) 623-2050

242 Main St	New Paltz	NY	12561	Rik-N-Robin Enterprises, Inc.	Richard E. Dieckmann , Robin M. Dieckmann , Marcia York , Robert York	(845) 255-6225
1410 Union Ave	Newburgh	NY	12550	Brg Automotive Enterprises, Inc.	Maurice Geissler	(845) 564-6260
31 Route 59	Nyack	NY	10960	Automotive Excellence Nyack LLC	Maurice Geissler	(845) 358-6016
333 Quaker Rd	Queensbury	NY	12804	Montcalm Point Associates, Inc.	Kent Smith	(518) 792-5803
888 Old Country Rd	Riverhead	NY	11901	MILLER BROTHERS AUTO REPAIR LLC	Thomas Miller	(631) 369-2313
1800 Black River Blvd N	Rome	NY	13440	712 Rome Auto Center, Ltd.	Randolph Katz	(315) 370-9796
142 S Broadway	Saratoga Springs	NY	12866	751 Saratoga Springs Auto Center, Ltd.	Randolph Katz	(518) 336-5685
1597 State St	Schenectady	NY	12304	721 Schenectady Auto Center, Ltd.	Randolph Katz	(518) 243-8661
270 Saratoga Rd	Schenectady	NY	12302	722 Glenville Auto Center, Ltd.	Randolph Katz	(518) 279-6018
3906 Sunrise Hwy	Seaford	NY	11783	Automotive Care Center LLC	Ijaz Bokhari , Raza Dastgir	(516) 781-1900
3802 W Genesee St	Syracuse	NY	13219	701 Fairmount Auto Center, Ltd.	Randolph Katz	(315) 760-5824
5453 S Bay Rd	Syracuse	NY	13212	704 South Bay Auto Center, Ltd.	Randolph Katz	(315) 760-5766
779 Hoosick Rd	Troy	NY	12180	726 Hooksick Auto Center, Ltd.	Randolph Katz	(518) 203-1565
817 Arsenal St	Watertown	NY	13601	French Point Associates, Inc.	Jason T. Dunn	(315) 788-0403
1942 Empire Blvd	Webster	NY	14580	Rcp Auto Inc.	Richard Ilievski	(585) 671-1211
228 Hempstead Tpke	West Hempstead	NY	11552	Dhirs Inc.	Rajiv Dhir	(516) 538-0600
319 Oriskany Blvd	Yorkville	NY	13495	713 Oriskany Auto Center, Ltd.	Randolph Katz	(315) 760-6395
Ohio						
1787 Brittain Rd	Akron	OH	44310	303 Brittain Road Auto Center, Ltd.	Randolph Katz	(330) 591-9269
75 Ghent Rd	Akron	OH	44333	305 Ghent Auto Center, Ltd.	Randolph Katz	(234) 281-2016
1870 S Arlington St	Akron	OH	44306	304 Arlington Auto Center, Ltd.	Randolph Katz	(234) 201-9783
1102 S Main St	Bowling Green	OH	43402	112 Bowling Green Auto Center, Ltd.	Randolph Katz	(419) 318-1911
14965 Snow Rd	Brook Park	OH	44142	323 Brook Park Auto Center, Ltd.	Randolph Katz	(216) 367-9670
785 N Bridge St	Chillicothe	OH	45601	223 Chillicothe Auto Center, Ltd.	Randolph Katz	(740) 201-1414
5105 Delhi Ave	Cincinnati	OH	45238	505 Delhi Auto Center, Ltd.	Randolph Katz	(513) 392-4286
4616 Aicholtz Rd	Cincinnati	OH	45244	513 Rust Lane Auto Center, Ltd.	Randolph Katz	(513) 318-7193
6103 Wooster Pike	Cincinnati	OH	45227	514 Wooster Pike Auto Center, Ltd.	Randolph Katz	(513) 318-8367
8502 Beechmont Ave	Cincinnati	OH	45255	516 Beechmont Auto Center, Ltd.	Randolph Katz	(513) 318-7035
2612 Reading Rd	Cincinnati	OH	45206	522 Reading Road Auto Center, Ltd.	Randolph Katz	(513) 342-2522

EXHIBIT A-1 MIDAS FRANCHISEES AS OF MARCH 31, 2023

1950 E Galbraith Rd	Cincinnati	OH	45215	521 Galbraith Road Auto Center, Ltd.	Randolph Katz	(513) 342-8440
5440 Glenway Ave	Cincinnati	OH	45238	504 Glenway Auto Center, Ltd.	Randolph Katz	(513) 318-4184
4011 Smith Rd	Cincinnati	OH	45209	511 Smith Road Auto Center, Ltd.	Randolph Katz	(513) 334-3471
9010 Colerain Ave	Cincinnati	OH	45251	Sl Wolfe, Inc.	Steven Wolfson	(513) 385-7810
4808 Memphis Ave	Cleveland	OH	44144	Joseph Enterprises, Inc.	The Estate of Joseph Hudec , Rita Hudec	(216) 398-7990
4505 Refugee Rd	Columbus	OH	43232	206 Refugee Auto Center, Ltd.	Randolph Katz	(614) 360-1674
2218 Henderson Rd	Columbus	OH	43220	221 Henderson Auto Supply, Ltd.	Randolph Katz	(614) 254-6180
3263 W Broad St	Columbus	OH	43204	201 West Broad Auto Center, Ltd.	Randolph Katz	(614) 254-5971
3209 E Main St	Columbus	OH	43213	204 East Main Auto Center, Ltd.	Randolph Katz	(614) 210-3123
2087 Riverside Dr	Columbus	OH	43221	202 Riverside Auto Center, Ltd.	Randolph Katz	(614) 254-5382
4320 Karl Rd	Columbus	OH	43224	216 Karl Road Auto Center, Ltd.	Randolph Katz	(614) 254-5502
5559 N High St	Columbus	OH	43214	211 North High Auto Center, Ltd.	Randolph Katz	(614) 321-8655
6084 E Livingston Ave	Columbus	OH	43232	213 Livingston Auto Center, Ltd.	Randolph Katz	(614) 328-8184
2625 State Rd	Cuyahoga Falls	OH	44223	312 State Road Auto Center, Ltd.	Randolph Katz	(234) 360-1308
2390 E Dorothy Ln	Dayton	OH	45420	605 Dorothy Lane Auto Center, Ltd.	Randolph Katz	(937) 356-3231
5885 Far Hills Ave	Dayton	OH	45429	606 Far Hills Auto Center, Ltd.	Randolph Katz	(937) 949-1026
2900 S Dixie Dr	Dayton	OH	45409	601 South Dixie Auto Center, Ltd.	Randolph Katz	(937) 294-2661
4498 Salem Ave	Dayton	OH	45416	612 Salem Avenue Auto Center, Ltd.	Randolph Katz	(937) 356-3155
5881 Old Troy Pike	Dayton	OH	45424	602 Huber Heights Auto Center, Ltd.	Randolph Katz	(937) 203-8729
4876 Airway Rd	Dayton	OH	45431	603 Airway Auto Center, Ltd.	Randolph Katz	(937) 204-3022
5518 N Dixie Dr	Dayton	OH	45414	604 North Dixie Auto Center, Ltd.	Randolph Katz	(937) 342-3136
1980 W Centerville Rd	Dayton	OH	45459	611 Centerville Auto Center, Ltd.	Randolph Katz	(937) 356-3756
525 S Main St	Englewood	OH	45322	624 Englewood Auto Center, Ltd.	Randolph Katz	(937) 356-3849
7371 Dixie Hwy	Fairfield	OH	45014	524 Fairfield Auto Center, Ltd.	Randolph Katz	(513) 392-0510
900 Tiffin Ave	Findlay	OH	45840	113 Findlay Auto Center, Ltd.	Randolph Katz	(419) 442-0998
2562 Columbus St	Grove City	OH	43123	205 Grove City Auto Center, Ltd.	Randolph Katz	(614) 372-6816
1761 S Erie Hwy	Hamilton	OH	45011	515 Hamilton Auto Center, Ltd.	Randolph Katz	(513) 392-0373
5245 Nike Station Way	Hilliard	OH	43026	225 Hilliard Auto Center, Ltd.	Randolph Katz	(614) 321-3184
1450 W 117th St	Lakewood	OH	44107	324 Lakewood Auto Center, Ltd.	Randolph Katz	(216) 220-0771
216 Hornbeam Ln	Lewis Center	OH	43035	224 Powell Auto Center Ltd.	Randolph Katz	(740) 201-1268

84 Grandin Rd	Maineville	OH	45039	517 Grandin Auto Center Ltd.	Randolph Katz	(513) 322-5471
3907 Lincoln Way E	Massillon	OH	44646	Hogen, Inc.	Martin Hoge	(330) 478-1475
901 Conant St	Maumee	OH	43537	105 Maumee Auto Center, Ltd.	Randolph Katz	(567) 698-7577
6288 Mayfield Rd	Mayfield Heights	OH	44124	322 Mayfield Heights Auto Center, Ltd.	Randolph Katz	(440) 459-0366
227 N Court St	Medina	OH	44256	306 Medina Auto Center Ltd.	Randolph Katz	(234) 206-3884
7412 Mentor Ave	Mentor	OH	44060	326 Mentor Auto Center Ltd.	Randolph Katz	(440) 776-8285
6710 Cincinnati Dayton Rd	Middletown	OH	45044	616 Liberty Twp Auto Center Ltd.	Randolph Katz	(513) 342-4374
4451 Roosevelt Blvd	Middletown	OH	45044	614 Middletown Auto Center, Ltd.	Randolph Katz	(513) 275-6855
7000 Menaul Blvd NE	New Albany	OH	43054	217 Preserve Blvd. Auto Center Ltd.	Randolph Katz	(614) 388-9277
651 W High St	New Philadelphia	OH	44663	Hogen, Inc.	Martin Hoge	(330) 339-7759
696 Hebron Rd Route 79	Newark	OH	43056	214 Newark Auto Center, Ltd.	Randolph Katz	(740) 200-5604
5999 Youngstown Warren Rd	Niles	OH	44446	Weaver's Muffler Shop, Inc.	Michael R Weaver	(330) 652-1738
10515 Northfield Rd	Northfield	OH	44067	301 Northfield Auto Center, Ltd.	Randolph Katz	(330) 422-3721
3011 Woodville Rd	Northwood	OH	43619	103 Woodville Auto Center, Ltd.	Randolph Katz	(419) 740-1929
90 S Main St	Oberlin	OH	44074	K-Kon Inc.	Keith Konnerth	(440) 774-5566
26420 Dixie Hwy	Perrysburg	OH	43551	116 Perrysburg Auto Center Ltd.	Randolph Katz	(567) 202-0967
921 Hill Rd N	Pickerington	OH	43147	218 Pickerington Auto Center Ltd.	Randolph Katz	(614) 285-3778
11710 Lebanon Rd	Sharonville	OH	45241	512 Sharonville Auto Center, Ltd.	Randolph Katz	(513) 318-8717
33655 Station St	Solon	OH	44139	327 Station Street Auto Center, Ltd.	Randolph Katz	(440) 306-6028
1052 N Bechtle Ave	Springfield	OH	45504	621 Bechtle Auto Center, Ltd.	Randolph Katz	(937) 471-1438
4401 Kent Rd	Stow	OH	44224	314 Stow Kent Auto Center, Ltd.	Randolph Katz	(234) 542-3936
9100 State Route 14	Streetsboro	OH	44241	315 Streetsboro Auto Center, Ltd.	Randolph Katz	(330) 574-1003
16910 Royalton Rd	Strongsville	OH	44136	Express Auto Repair, Inc.	Boris Gecovich , Edith Gecovich	(440) 846-1118
3142 N Holland Sylvania Rd	Toledo	OH	43615	114 Holland-Sylvania Auto Center, Ltd.	Randolph Katz	(567) 336-9053
3527 Glendale Ave	Toledo	OH	43614	115 Glendale Auto Center, Ltd.	Randolph Katz	(419) 408-9408
1111 W Alexis Rd	Toledo	OH	43612	101 Alexis Auto Center, Ltd.	Randolph Katz	(419) 520-7907
3991 Monroe St	Toledo	OH	43606	104 Colony Auto Center, Ltd.	Randolph Katz	(419) 482-1338
1204 S Reynolds Rd	Toledo	OH	43615	102 Reynolds Auto Center, Ltd.	Randolph Katz	(419) 419-3256
5435 Monroe St	Toledo	OH	43623	106 Whiteford Auto Center, Ltd.	Randolph Katz	(567) 343-7060
5891 Westerville Rd	Westerville	OH	43081	215 Westerville Auto Center, Ltd.	Randolph Katz	(614) 382-0331

4540 Mahoning Ave	Youngstown	OH	44515	333 Mahoning Auto Center, Ltd.	Randolph Katz	(234) 281-2008
5938 Market St	Youngstown	OH	44512	331 Market Street Auto Center, Ltd.	Randolph Katz	(234) 254-1233
Oklahoma						
11123 S Memorial Dr	Bixby	OK	74008	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(918) 369-2444
2206 North Aspen Avenue	Broken Arrow	OK	73118	Auto Systems Experts LLC	Judd Shader, Leeds West Operating Group LLC	(539) 367-1267
1602 NW Ft Sill Blvd	Lawton	OK	73507	Powers Muffler Shop, Inc.	Steven C. Powers	(580) 355-0044
2206 West Lindsey St	Norman	OK	73069	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang, Leeds West Property Group II LLC, Leeds West Invesment Group, LEFKOWITZ CHILDREN'S TRUST 201	(405) 360-3001
5600 NW Expwy	Oklahoma City	OK	73132	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(405) 722-0780
4602 S Memorial Dr	Tulsa	OK	74145	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(918) 622-6022
4546 S Peoria Ave	Tulsa	OK	74105	Auto Systems Experts LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(918) 743-1331
3715 E 11th St	Tulsa	OK	74112	Mufflers-Usa, Inc.	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , Alan Mahrt , David H B Smith Jr Jd , Peter J Derschang	(918) 834-3335
Oregon						
4325 SW Cedar Hills Blvd	Beaverton	OR	97005	GC Oregon LLC	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	(503) 643-5561
680 West 7th Ave	Eugene	OR	97402	Express Auto Care, LLC	Steven Nohrenberg , Christopher Nohrenberg , Debby Nohrenberg	(541) 342-8146
135 NW Burnside Dr	Gresham	OR	97030	GC Portland LLC	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	(503) 667-5722

11520 SE 82nd Ave Ste E	Happy Valley	OR	97086	GC Oregon LLC	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	(503) 659-9950
146 Se Oak St	Hillsboro	OR	97123	Advanced Auto Tech LLC	Vahid Eshraghi	(503) 648-3304
3956 S 6th St	Klamath Falls	OR	97603	Montjoy Tire LLC	Charles Montjoy	(541) 884-9706
935 N Central Ave	Medford	OR	97501	GC Medford LLC	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	(541) 772-3015
11750 Ne Halsey St	Portland	OR	97220	GC Portland LLC	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	(503) 252-7277
1068 Ne Stephens St	Roseburg	OR	97470	Auto Repair Of Roseburg, LLC	Chris Boice , Patrick Markham	(541) 671-2017
13055 Sw Pacific Hwy	Tigard	OR	97223	Yvoda 1 Inc.	George Weivoda	(503) 684-1318
Pennsylvania						
3141 Lehigh St	Allentown	PA	18103	Prenlyn IV Corporation	Brian Beers, Christopher Beers	(610) 791-4911
1401 Hanover Ave	Allentown	PA	18109	Pa Automotive Group, Inc.	Catherine Vehovic , Kevin Vehovic Family Trust	(610) 433-8066
2251 St Rd	Bensalem	PA	19020	Auto Experts USA, LLC	Sam Ayoubi	(215) 244-1112
3003 Washington Pike	Bridgeville	PA	15017	425 Bridgeville Auto Center, Ltd.	Randolph Katz	(412) 318-5764
733 Haverford Rd	Bryn Mawr	PA	19010	Prenlyn Enterprises Inc.	Brian Beers , Christopher Beers	(610) 527-3811
101 Evans City Rd	Butler	PA	16001	411 Butler Auto Center, Ltd.	Randolph Katz	(724) 250-8291
740 East High St	Carlisle	PA	17013	MNDA, Inc.	Matthew S. Ondek , Nikki R. Ondek	(717) 243-7738
795 Bethlehem Pike[(1)]	Colmar	PA	18915	Prenlyn II Corp	Brian Beers , Christopher Beers	(215) 997-7180
800 Route 65	Conway	PA	15027	424 Conway Auto Center, Ltd.	Randolph Katz	(724) 705-1444
1776 Easton Rd	Doylestown	PA	18901	Raczak Enterprises, Inc.	Stehpen Raczak , Ursula Raczak	(215) 348-2217
64 W Germantown Pike	East Norriton	PA	19401	Prenlyn II Corp	Brian Beers , Christopher Beers	(610) 466-5222
2914 William Penn Hwy	Easton	PA	18042	Prenlyn IV Corporation	Brian Beers, Christopher Beers	(610) 253-9070
295 E St Rd	Feasterville Trevose	PA	19053	Prenlyn II Corp	Brian Beers , Christopher Beers	(215) 355-7044
5002 Route 8	Gibsonia	PA	15044	427 Route 8 Auto Center, Ltd.	Randolph Katz	(724) 602-2353
1190 Carlisle St	Hanover	PA	17331	Michanco, Inc.	Harry L. Humphries , Cheryle C Humphries	(717) 632-7594
2471 Paxton St	Harrisburg	PA	17111	N & N Holdings, Inc.	Nicholas A Newman , Nathan A Newman	(717) 236-7779
172 Dekalb Pike	King Of Prussia	PA	19406	Leeds West Pennsylvania, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(610) 337-7441
2290 E Lincoln Hwy	Langhorne	PA	19047	Prenlyn II Corp	Brian Beers , Christopher Beers	(215) 757-4070
3300 Leechburg Rd	Lower Burrell	PA	15068	413 Lower Burrell Auto Center, Ltd.	Randolph Katz	(724) 393-0472

6080 Steubenville Pike	Mc Kees Rocks	PA	15136	414 Robinson Auto Center, Ltd.	Randolph Katz	(412) 573-6151
3039 Route 940	Mount Pocono	PA	18344	Leeds West Pennsylvania, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(570) 839-2344
13050 Frankstown Rd	Penn Hills	PA	15235	405 Penn Hills Auto Center, Ltd.	Randolph Katz	(412) 397-8817
147 West Chelten Ave	Philadelphia	PA	19144	Prenlyn Enterprises, Inc.	Brian Beers , Christopher Beers	(215) 849-1300
4138 Market St Ste 52	Philadelphia	PA	19104	Prenlyn II Corp	Brian Beers , Christopher Beers	(215) 382-3298
6750 Ridge Ave	Philadelphia	PA	19128	Prenlyn Enterprises, Inc.	Brian Beers , Christopher Beers	(215) 482-9333
8141 Ogontz Ave	Philadelphia	PA	19150	Prenlyn Enterprises, Inc.	Brian Beers , Christopher Beers	(215) 885-8990
2300 Castor Ave	Philadelphia	PA	19134	Prenlyn Enterprises Inc.	Brian Beers , Christopher Beers	(215) 533-7660
9200 Frankford Ave[1]	Philadelphia	PA	19114	Prenlyn II Corp	Brian Beers , Christopher Beers	(215) 552-2286
854 Cottman Ave Unit 60	Philadelphia	PA	19111	Auto Experts USA, LLC	Sam Ayoubi	(215) 342-0211
9417 Bustleton Ave	Philadelphia	PA	19115	Auto Experts USA, LLC	Sam Ayoubi	(215) 671-1410
762 Bustleton Ave	Philadelphia	PA	19149	Auto Experts USA, LLC	Sam Ayoubi	(215) 342-2900
5914 Station St	Pittsburgh	PA	15206	429 Penn Circle Auto Center, Ltd.	Randolph Katz	(412) 357-1206
540 Clairton Blvd	Pittsburgh	PA	15236	403 Pleasant Hills Auto Center, Ltd.	Randolph Katz	(412) 357-1945
7575 McKnight Rd	Pittsburgh	PA	15237	428 Mcknight Auto Center, Ltd.	Randolph Katz	(412) 356-3182
3390 William Penn Hwy	Pittsburgh	PA	15235	401 Monroeville Auto Center, Ltd.	Randolph Katz	(412) 532-8675
549 Chester Pike	Prospect Park	PA	19076	Prenlyn II	Brian Beers , Christopher Beers	(610) 461-8222
335 S West End Blvd Rte 309	Quakertown	PA	18951	Prenlyn IV Corporation	Brian Beers, Christopher Beers	(215) 538-1095
1113 N West End Blvd	Quakertown	PA	18951	Drive Auto Services, LLC	Kevin Vehovic , Heather Drumbore	(215) 536-8511
230 Ohio River	Sewickley	PA	15143	421 Sewickley Auto Center, Ltd.	Randolph Katz	(412) 365-5056
1197 North Center Ave	Somerset	PA	15501	Urban Enterprises of Somerset, Inc.	Ron Urban , Carol Sue Urban	(814) 445-3567
740 Baltimore Pike	Springfield	PA	19064	Prenlyn Enterprises, Inc.	Brian Beers , Christopher Beers	(610) 544-7272
2298 North Atherton St	State College	PA	16803	Jalenda Co. Inc.	James E. Rubin , Matthew D. Miller	(814) 237-8200
1016 N 9th St	Stroudsburg	PA	18360	Prenlyn IV Corporation	Brian Beers, Christopher Beers	(570) 424-5116
3952 W Lincoln Hwy	Thorndale	PA	19372	Leeds West Pennsylvania, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(610) 269-1100
7501 West Chester Pike	Upper Darby	PA	19082	Prenlyn Enterprises, Inc.	Brian Beers , Christopher Beers	(610) 449-9100

420 W St Rd	Warminster	PA	18974	Leeds West Pennsylvania LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(215) 674-9976
33 Murtland Ave	Washington	PA	15301	426 Washington Auto Center, Ltd.	Randolph Katz	(724) 241-3165
1415 W Chester Pike	West Chester	PA	19382	Leeds West Pennsylvania, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(610) 692-7887
11350 Perry Hwy	Wexford	PA	15090	412 Wexford Auto Center, Ltd.	Randolph Katz	(878) 332-2558
1820 Macarthur Rd	Whitehall	PA	18052	Lehigh Valley Automotive Repair, Inc.	Catherine Vehovic , Charles Vehovic	(610) 437-5091
933 South Broadway	Wind Gap	PA	18091	Prenlyn IV Corporation	Brian Beers, Christopher Beers	(610) 863-7777
Rhode Island						
525 Reservoir Ave	Cranston	RI	02910	Cranston Auto Ventures, Inc.	Kent Smith, David Farley	(401) 941-0227
158 E Main Rd	Middletown	RI	02842	AMG Enterprises, LLC	Adam Genuario	(401) 849-7744
1640 Mineral Springs Ave	North Providence	RI	02904	Mineral Spring Automotive Inc.	Joseph Cunha	(401) 353-7121
721 Kingstown Rd	Wakefield	RI	02879	Undercar South Kingstown, LLC	Jeffrey Stearns	(401) 788-9300
999 Bald Hill Rd	Warwick	RI	02886	SW Enterprises, Inc.	Matt Wall, Thomas Wall, Timothy Stearns	(401) 320-1150
80 Franklin St	Westerly	RI	02891	Mact, Inc.	Kenton Childs , M Paulina Anderson , Mark Robbins	(401) 596-8745
1645 Diamond Hill Rd	Woonsocket	RI	02895	Diamond Hill Auto LLC	Ellen Frank , Jeffrey Frank , David Frank	(401) 766-7100
South Carolina						
880 E Pine Log Rd	Aiken	SC	29803	Finely Tuned Automotive, LLC	Ronald Jensen , Jannifer Jensen	(803) 648-5452
992 Knox Abbott	Cayce	SC	29033	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(803) 796-5794
1875 Sam Rittenberg	Charleston	SC	29407	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(843) 556-1523
2701 Millwood Ave	Columbia	SC	29205	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(803) 254-5068
700 Bush River Rd	Columbia	SC	29210	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(803) 798-6494
4429 Hard Scrabble Rd	Columbia	SC	29229	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(803) 865-0679
2752 Decker Blvd	Columbia	SC	29206	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(803) 788-0613
1515 Gervais St[(1)]	Columbia	SC	29201	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(803) 756-2223
2213 W Palmetto St	Florence	SC	29501	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(843) 678-9727
336 N Pleasantview Dr	Greenville	SC	29607	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(864) 242-3940
1621 N Highway 17	Mt Pleasant	SC	29464	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(843) 881-6250
3354 Waccamaw Blvd	Myrtle Beach	SC	29579	E&R Mufflers, Inc.	Joel A Smith , Brenda R Smith	(843) 236-2370

8330 Rivers Ave	North Charleston	SC	29406	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(843) 572-1340
531 S Blackstock Rd	Spartanburg	SC	29301	Rikard Auto Enterprises, LLC	Charles Rikard	(864) 595-0750
1674 Trolley Rd	Summerville	SC	29485	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(843) 821-0226
807 N Main St[1]	Summerville	SC	29483	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(843) 900-0727
Tennessee						
1722 South Market St	Chattanooga	TN	37408	H&D Muffler Shops, Inc.	Angela Scalla-Johnson	(423) 265-2251
5951 Brainerd Rd	Chattanooga	TN	37421	Marigold, LLC	C Todd Matthews , Christy Matthews	(423) 894-3114
411 Riverside Dr	Clarksville	TN	37040	Legacy Auto 5 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 5 GP LLC	(931) 320-9236
751 Keith St NW	Cleveland	TN	37311	D&H Muffler Shops, Inc.	Henry J. Scalla	(423) 479-6709
620 South Willow Ave	Cookeville	TN	38501	KSS Enterprises LLC	Scott Shelton	(931) 528-8876
526 TN-46	Dickson	TN	37055	Legacy Auto 9 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 9 GP LLC	(615) 375-8113
924 Rivergate Pkwy	Goodlettsville	TN	37072	Legacy Auto 11 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 11 GP LLC	(615) 420-6602
351 W Main St	Hendersonville	TN	37075	Legacy Auto 13 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 13 GP LLC	(615) 824-1110
4247 Lebanon Rd	Hermitage	TN	37076	Legacy Auto 12 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 12 GP LLC	(615) 391-4396
5231 Hwy 153	Hixson	TN	37343	Auto Associates of East Tennessee LLC	Steven Towers, Joseph Nelms	(423) 870-2291
10025 Kingston Pike	Knoxville	TN	37922	Auto Associates of East Tennessee LLC	Steven Towers, Joseph Nelms	(865) 691-5005
1211 Gallatin Pike S	Madison	TN	37115	Legacy Auto 10 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 10 GP LLC	(615) 865-6021
798 E Brookhaven Cir	Memphis	TN	38117	Leggett Automotive LLC	James Leggett	(901) 682-6622
5796 Pleasant View Rd	Memphis	TN	38134	Leggett Automotive LLC	James Leggett	(901) 377-3311
1728 NW Broad St	Murfreesboro	TN	37129	Legacy Auto 6 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 6 GP LLC	(615) 890-0003

2612 Murfreesboro Pike	Nashville	TN	37217	Legacy Auto 7 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 7 GP LLC	(615) 361-8282
4015 Nolensville Rd	Nashville	TN	37211	Legacy Auto 8 LP	Jude Crane, William O'bryan Leitch, Christopher Gannon, Legacy Automotive 8 GP LLC	(615) 832-1433
6008 Charlotte Pike	Nashville	TN	37209	Chilando, Inc.	Michael Chilando	(615) 356-6367
6015 Hwy 100	Nashville	TN	37205	Chilando Inc.	Michael Chilando	(615) 353-5666
Texas						
2700 N 1st St	Abilene	TX	79603	The Bosworth Company, Ltd.	Keldon Bosworth , Randall Bosworth Family Trust , Boscor Inc	(325) 677-2606
123 North Greenville Ave (SR-5)	Allen	TX	75002	AA Triple Star Automotive, LLC	Alex Aminzadeh	(469) 795-6881
5861 South Cooper St	Arlington	TX	76017	R-Kar One, Inc.	Robert Koenigseder	(817) 468-1661
3120 W Pioneer Pkwy	Arlington	TX	76013	Westbound Road LLC	Lisa Lumley	(817) 274-3393
10204 Lake Creek Pkwy	Austin	TX	78729	Sparta Automotive 3 GP LLC	Jude Crane, Christopher Gannon, Sparta Automotive 3 GP LLC	(210) 681-7251
2712 W William Cannon Dr	Austin	TX	78745	Sparta Automotive 2 Ltd.	Jude Crane, Christopher Gannon, Sparta Automotive 2 GP LLC	(512) 641-6900
4001 Guadalupe St	Austin	TX	78751	Richmen 1 Ltd.	Jude Crane , Chase Crane Management Llc , Perrin Automotive Management Llc , Alamo Ranch Automotive Mgmt Llc , Jac Automotive Management Llc , Richmen 1 Gp Llc , Richmen 2 Gp Llc , Burning Red Automotive Gp Llc	(512) 761-3699
2415 W Ben White Blvd	Austin	TX	78704	Richmen 2 Ltd.	Jude Crane , Chase Crane Management Llc , Perrin Automotive Management Llc , Alamo Ranch Automotive Mgmt Llc , Jac Automotive Management Llc , Richmen 1 Gp Llc , Richmen 2 Gp Llc , Burning Red Automotive Gp Llc	(512) 368-5177
2621 Midway Rd	Carrollton	TX	75006	The Bosworth Company Ltd.	Keldon Bosworth , Randall Bosworth Family Trust , Boscor Inc	(972) 250-0585
2506 E Belt Line Rd	Carrollton	TX	75006	Grace And Mercy Auto Services Inc.	Reji Mathew , Anne Mathew	(972) 416-1760
622 W Henderson St	Cleburne	TX	76033	Conover Custom Cues Inc.	Michael S Conover	(817) 558-1227
2715 Texas Ave S	College Station	TX	77840	Vanheldorf Enterprises LLC	Eric W Vanheldorf	(979) 764-1844
2500 West Davis	Conroe	TX	77304	P & G Holdings, Ltd.	Walter Mccarver	(936) 539-9212

13645 Montfort Dr	Dallas	TX	75240	MF Triple Star Automotive LLC	Alex Aminzadeh, Carol Aminzadeh	(972) 789-0101
6629 E Northwest Hwy	Dallas	TX	75231	NW Triple Star Automotive LLC	Alex Aminzadeh, Carol Aminzadeh	(214) 750-4900
4605 Frankford Rd	Dallas	TX	75287	Taraus Group Inc.	Martin Obasuyi, Benedicta Obasuyi	(972) 458-7200
4168 N Mesa St[1]	El Paso	TX	79902	Border Services Group LLC	Keith Boyd	(915) 626-5048
1192 N Yarbrough Dr	El Paso	TX	79925	Border Services Group LLC	Keith Boyd	(915) 591-0475
504 S Industrial Blvd	Euless	TX	76040	R-Kar One, Inc.	Robert Koenigseder	(817) 571-3188
6350 Mccart Ave	Fort Worth	TX	76133	Techmo Investments LLC	Imran Y Silat , Mohammed Y Karim	(817) 292-3254
3301 Alta Mere	Fort Worth	TX	76116	Hanoray Inc.	Raymond Harris	(817) 731-0286
551 South IH 35	Georgetown	TX	78626	Sparta Automotive 1 Ltd.	Jude Crane, Sparta Automotive 1 GP LLC, Christopher Gannon	(512) 869-2886
1441 N Plaza Dr	Granbury	TX	76048	Rtr Auto Parts & Service, LLC	Robert Rangel	(817) 579-1210
1281 Williams D Tate	Grapevine	TX	76051	R-Kar One, Inc.	Robert Koenigseder	(817) 421-8816
200 W Central Expwy	Harker Heights	TX	76548	Ttmt LLC	Peter Eric Murry , Glorianna Murry	(254) 432-5441
1150 South Commerce St	Harlingen	TX	78550	Stutz, Inc.	Jon Kerry Stutz , Kevin R. Stutz	(956) 425-7313
2500 South Dairy Ashford	Houston	TX	77077	KOL 3 Ltd.	Jude Crane, William O'bryan Leitch, KOL 3 GP, LLC	(281) 497-8913
10555 S Post Oak Rd	Houston	TX	77035	Richmen 6 Ltd.	Jude Crane , William O'bryan Leitch , Richmen 3 Gp Llc , Richmen 4 Gp Llc , Richmen 5 Gp Llc , Richmen 6 Gp Llc , Richmen 7 Gp Llc , Richmen 8 Gp Llc , Richmen 9 Gp Llc , Richmen 10 Gp Llc , Richmen 11 Gp Llc , Richmen 12 Gp Llc	(713) 729-6666
8821 N Sam Houston Pwky E	Houston	TX	77396	Legacy Auto 21 GP LLC	Jude Crane , William O'bryan Leitch, Legacy Auto 21 GP LLC	(346) 616-2800
5609 Bellaire Blvd - Suite A	Houston	TX	77081	Legacy Auto 22 Ltd.	Jude Crane, William O'Bryan Leitch, Legacy Automotive 22 GP LLC	(346) 766-2541
3607 Westheimer Rd	Houston	TX	77027	Hm Westheimer, Inc.	Walter Mccarver	(713) 965-9280
2407 West Holcombe Blvd	Houston	TX	77030	Vanheldorf Enterprises LLC	Eric W Vanheldorf	(713) 666-4267
2509 Fm 1960 Rd	Houston	TX	77073	Kj Auto Experts LLC	Jacob Jenkins , Kelli Kramer	(281) 443-8047
15410 Kuykendahl Rd	Houston	TX	77090	Rimaz Complete Car Care Center Plus LLC	Jafar Rimaz	(281) 537-5317
4114 N Hwy 6	Houston	TX	77084	Nowsheer LLC	Habibzai Dostyar	(832) 427-1257
258 West Airport Freeway	Irving	TX	75062	ATS International LLC	Binoy Sebastian , Aleyamma Binoy	(972) 579-1810

21950 Cinco Ranch Blvd	Katy	TX	77450	Richmen 4 Ltd.	Jude Crane , William O'bryan Leitch , Richmen 3 Gp Llc , Richmen 4 Gp Llc , Richmen 5 Gp Llc , Richmen 6 Gp Llc , Richmen 7 Gp Llc , Richmen 8 Gp Llc , Richmen 9 Gp Llc , Richmen 10 Gp Llc , Richmen 11 Gp Llc , Richmen 12 Gp Llc	(281) 665-2886
25201 Market Place Dr	Katy	TX	77494	Richmen 11 Ltd.	Jude Crane , William O'bryan Leitch , Richmen 3 Gp Llc , Richmen 4 Gp Llc , Richmen 5 Gp Llc , Richmen 6 Gp Llc , Richmen 7 Gp Llc , Richmen 8 Gp Llc , Richmen 9 Gp Llc , Richmen 10 Gp Llc , Richmen 11 Gp Llc , Richmen 12 Gp Llc	(832) 437-1294
989 S Mason Rd	Katy	TX	77450	Richman 12 Ltd.	Jude Crane , William O'bryan Leitch , Richmen 3 Gp Llc , Richmen 4 Gp Llc , Richmen 5 Gp Llc , Richmen 6 Gp Llc , Richmen 7 Gp Llc , Richmen 8 Gp Llc , Richmen 9 Gp Llc , Richmen 10 Gp Llc , Richmen 11 Gp Llc , Richmen 12 Gp Llc	(281) 829-5050
2325 Kohlers Crossing	Kyle	TX	78640	Sparta Automotive 4 Group LLC	Jude Crane, Christopher Gannon	(512) 377-1564
149 Hwy 332 W	Lake Jackson	TX	77566	WGM I Enterprises LLC	William Greg Miller	(979) 297-0353
1008 West Loop 281	Longview	TX	75604	Longview List, Inc.	Jimmy Hardin	(903) 759-0880
5115 S Loop 289	Lubbock	TX	79424	The Bosworth Company, Ltd.	Keldon Bosworth , Randall Bosworth Family Trust , Boscor Inc	(806) 794-6667
3301 W Wall St	Midland	TX	79701	The Bosworth Company, Ltd.	Keldon Bosworth , Randall Bosworth Family Trust , Boscor Inc	(432) 694-9631
7508 Blvd 26	North Richland Hills	TX	76180	Gallomar LLC	Samir Omar	(817) 284-5885
3512 Andrews Hwy	Odessa	TX	79762	The Bosworth Company, Ltd.	Keldon Bosworth , Randall Bosworth Family Trust , Boscor Inc	(432) 498-6363
4401 Broadway	Pearland	TX	77581	Richmen 5 Ltd.	Jude Crane , William O'bryan Leitch , Richmen 3 Gp Llc , Richmen 4 Gp Llc , Richmen 5 Gp Llc , Richmen 6 Gp Llc , Richmen 7 Gp Llc , Richmen 8 Gp Llc , Richmen 9 Gp Llc , Richmen 10 Gp Llc , Richmen 11 Gp Llc , Richmen 12 Gp Llc	(281) 485-1770
620 W Parker Rd	Plano	TX	75075	Alamilla Enterprises LLC	Miguel Alamilla	(469) 929-6130
1802 South Mays St.	Round Rock	TX	78664	Sparta Automotive 6 Ltd.	Jude Crane, Christopher Gannon, Sparta Automotive 6 GP LLC	(210) 681-7251
2919 W Loop 306	San Angelo	TX	76904	The Bosworth Company, Ltd.	Keldon Bosworth , Randall Bosworth Family Trust , Boscor Inc	(325) 944-4524

1816 Spring Cypress Rd	San Antonio	TX	77388	KOL 2 Ltd.	Jude Crane, William O'bryan Leitch	(832) 663-9870
4255 N Foster Rd	San Antonio	TX	78244	Eee Automotive Ltd.	Jude Crane , Eee Automotive Mgmt Llc	(210) 908-9299
14575 Potranco Rd	San Antonio	TX	78253	Burning Red Automotive 2 Ltd.	Jude Crane, Burning Red Automotive GP LLC	(210) 926-5566
2424 Broadway	San Antonio	TX	78215	Folmar Family Properties, LLC	Richard Brian Folmar	(210) 226-3161
1309 Sw Military Dr	San Antonio	TX	78221	Folmar Family Properties, LLC	Richard Brian Folmar	(210) 923-4546
1769 SW Loop 410	San Antonio	TX	78227	Folmar Family Properties, LLC	Richard Brian Folmar	(210) 675-5005
16337 San Pedro	San Antonio	TX	78232	Fetzer Enterprises, Inc.	Douglas Fetzer	(210) 495-0880
11219 West Ave	San Antonio	TX	78213	Fetzer Enterprises Inc.	Douglas Fetzer	(210) 525-1555
3819 Fredericksburg Rd	San Antonio	TX	78201	Ccmr Enterprises Inc.	Chris Hagen , Cathy Hagen	(210) 734-5331
713 Sawdust Rd	The Woodlands	TX	77380	Mufflers-Usa, Inc.	Thomas Poole	(281) 367-8162
29230 Tomball Pkwy	Tomball	TX	77375	Richmen 3 Ltd.	Jude Crane , William O'bryan Leitch , Richmen 3 Gp Llc , Richmen 4 Gp Llc , Richmen 5 Gp Llc , Richmen 6 Gp Llc , Richmen 7 Gp Llc , Richmen 8 Gp Llc , Richmen 9 Gp Llc , Richmen 10 Gp Llc , Richmen 11 Gp Llc , Richmen 12 Gp Llc	(281) 516-0339
6407 N Navarro St	Victoria	TX	77904	Legacy Auto 20 Ltd.	Jude Crane, William O'bryan Leitch, Legacy Auto 20 GP LLC	(361) 573-0727
4428 West Waco Dr	Waco	TX	76710	TTMT, LLC	Peter Eric Murry , Glorianna Murry	(254) 772-4057
6745 Rufe Snow Dr	Watauga	TX	76148	Gallomar LLC	Samir Omar	(817) 656-1599
379 Bay Area Blvd	Webster	TX	77598	P&a Interests, Ltd.	Walter Mccarver	(281) 332-4589
Utah						
4444 S State St	Murray	UT	84107	Powerhouse Automotive And Tire Inc.	Paul Day	(801) 262-2468
6180 S State St	Murray	UT	84107	Mcclean Automotive LLC	Todd Mcclean	(801) 266-8811
220 Washington Blvd	Ogden	UT	84404	D.J.R., Inc.	Danny Rogers	(801) 399-1179
3459 Washington Blvd	Ogden	UT	84401	D.J.R., Inc.	Danny Rogers	(801) 621-8602
5349 South & 1900 West	Roy	UT	84067	D.J.R., Inc.	Danny Rogers	(801) 773-6400
Virginia						
3100 Duke St	Alexandria	VA	22314	Trump, Inc.	T. Kevin Trump	(703) 751-2121
6730 Lee Hwy	Arlington	VA	22205	Mass2 Corp.	Mirwais Niaz	(703) 536-6405
1001 S Glebe Rd	Arlington	VA	22204	Mass Corp	Mirwais Niaz	(703) 920-2220
13979 Metrotech Dr	Chantilly	VA	20151	Bhs Enterprises, Inc.	Brian Shumate	(703) 263-2067
1400 Blvd	Colonial Heights	VA	23834	Mark A. Smith- Sole Proprietor	Mark Smith	(804) 520-2206

10834 Fairfax Blvd	Fairfax	VA	22030	Trump, Inc.	T. Kevin Trump	(703) 273-0197
3021 Gallows Rd	Falls Church	VA	22042	Sp Auto Services, Inc.	Sunny Park	(703) 698-7215
10821 Patriot Hwy	Fredericksburg	VA	22408	Ctmid, Inc.	Craig Trump, Brian Stanley	(540) 898-6707
2610 Princess Anne Street #3214	Fredericksburg	VA	22401	Ctmid, Inc.	Craig Trump, Brian Stanley	(540) 371-4233
282 University Blvd	Harrisonburg	VA	22801	Bauserman Investments, LLC	Gary Bauserman	(540) 432-6623
11463 W Broad St	Henrico	VA	23233	Tmt, L.L.C.	Mark Smith	(804) 360-2211
10 Catoctin Cir NE	Leesburg	VA	20176	Blue Ridge Car Care, Inc.	James C Marsh Iii	(703) 779-2090
7892 Sudley Rd	Manassas	VA	20109	Trump Inc.	T. Kevin Trump	(703) 368-1175
10160 Hull St Rd	Midlothian	VA	23112	Tmt, L.L.C.	Mark Smith	(804) 276-9600
5301 W Broad St	Richmond	VA	23230	Tmt, L.L.C.	Mark Smith	(804) 288-4055
1212 N Arthur Ashe Blvd	Richmond	VA	23230	Tmt Llc	Mark Smith	(804) 256-0200
6410 Backlick Rd	Springfield	VA	22150	Ctmid Inc.	Craig Trump, Brian Stanley	(703) 451-6230
23765 Pebble Run Pl Ste 150	Sterling	VA	20166	Blue Ridge Car Care, Inc.	James C Marsh Iii	(703) 661-5106
3696 Holland Rd	Virginia Beach	VA	23452	M&P Enterprise LLC	Michael LoCash , Paige LoCash	(757) 498-9898
2597 Virginia Beach Blvd	Virginia Beach	VA	23452	M & P ENTERPRISES LLC	Michael LoCash , Paige LoCash	(757) 340-0366
241 Broadview Ave	Warrenton	VA	20186	Blue Box Enterprises	Michael Borrell	(540) 341-0033
2810 Metro Plaza	Woodbridge	VA	22192	Ctmid Inc.	Craig Trump, Brian Stanley	(703) 490-1975
13709 Jefferson Davis Hwy	Woodbridge	VA	22191	Ctmid Inc.	Craig Trump, Brian Stanley	(703) 494-9138
Vermont						
139-41 Northside Dr	Bennington	VT	05201	Bennington Concordat, L.L.C.	Vern Mcguire	(802) 442-8131
207 US Route 4 E	Rutland	VT	05701	Tm Services, Inc.	Joseph Merone , Francis M Trombetta , Francis J & Mildred G Trombetta Trust , Richard Kussel , Barbara J Trombetta	(802) 775-2948
60 Midas Dr	South Burlington	VT	05403	Auto Resource Center, Inc.	Peter Ferdinand , The Estate Of Fred Lablanc	(802) 864-4543
191 Lake St Rear 2	St Albans	VT	05478	Christopher R. Wood, Sole Proprietor	Christopher R. Wood	(802) 524-5481
Washington						
4000 Factoria Mall Blvd SE	Bellevue	WA	98006	Kakar Automotive Inc.	Hashmat Kakar	(425) 643-8502
801 Ohio St	Bellingham	WA	98225	Bellingham Total Car Care LLC	Patrick C. Birnbaum , La Vaughn Chaffee Birnbaum	(360) 733-1880
4043 Guide Meridian St	Bellingham	WA	98226	Birnbaum Automotive, LLC	Patrick C. Birnbaum , La Vaughn Chaffee Birnbaum	(360) 647-1111
20620 Hwy 410 E	Bonney Lake	WA	98391	Kakar Automotive Inc.	Hashmat Kakar	(253) 826-4327

17410 Bothell Way NE	Bothell	WA	98011	Silence, Inc.	Kevin Mckenney , Lisa Mckenney	(425) 485-6585
132 N Callow Ave	Bremerton	WA	98312	J & L Enterprises, Inc.	James F Newell Jr	(360) 373-5096
716 Se Everett Mall Way	Everett	WA	98208	Shri Radhe LLC	Parveen Batish	(425) 355-1027
32530 Pacific Hwy S	Federal Way	WA	98002	Seattle Silicon LLC	Lynne Mcdonald , Milo Mcdonald	(253) 838-2622
1655 NW Mall St	Issaquah	WA	98027	Silence, Inc.	Kevin Mckenney , Lisa Mckenney	(425) 391-9157
3935 Pacific Ave Se	Lacey	WA	98503	Blue Sky Automotive, Inc.	Randy Sparks	(360) 456-5880
940 15th Ave	Longview	WA	98632	TNA Roberts LLC	Aimee Roberts	(360) 577-8174
118 West Valley Rd	Moses Lake	WA	98837	Joe Nelson Enterprises LLC	James Nelson	(509) 764-0708
108 Kenyon St NW	Olympia	WA	98502	Kakar Automotive Inc.	Hashmat Kakar	(360) 357-4544
1774 SE Mile Hill Dr	Port Orchard	WA	98366	J&l Enterprises, Inc.	James F Newell Jr	(360) 874-9101
265 Rainier Ave S	Renton	WA	98057	Blue Sky Auto, Inc.	Randy Sparks	(425) 255-1221
10726 Silverdale Way	Silverdale	WA	98383	Angelina Enterprises LLC	Rajinder Bharti	(360) 698-2217
9140 Gravelly Lake Dr Sw	Tacoma	WA	98499	Blue Sky Automotive Inc.	Randy Sparks	(253) 584-6161
14714 Pacific Ave S	Tacoma	WA	98444	Angelina Enterprises LLC	Rajinder Bharti	(253) 302-5720
6420 6th Ave	Tacoma	WA	98406	Jabber Jaws, LLC	Mitch Jaber Jr , Donna Jaber	(253) 759-9516
6200 Northeast Hwy 99	Vancouver	WA	98665	GC South Vancouver, LC	Guillermo Vielmann, Antonio Tavantiz, Steven Rizzi	360) 696-0011
5707 Northeast Gher Rd	Vancouver	WA	98662	Costello Auto Repair LLC	Bruce Costello , Deniece Costello , Tyler Costello	(360) 254-3153
Wisconsin						
1050 Mutual Way	Appleton	WI	54913	Leeds West Investment Group LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(920) 731-6448
12530 W Capital Dr	Brookfield	WI	53005	Cema Corp.	Kenton Childs	(262) 781-0138
5550 S Packard Ave	Cudahy	WI	53110	Abrar Autos	Shahzad Ghaffar	(414) 847-4700
6044 N Port Washington	Glendale	WI	53217	HQ-Pack Inc.	Kenton Childs	(414) 963-0858
2055 Wisconsin Ave	Grafton	WI	53024	Grafton Auto Enterprises LLC	The Estate of James Glaser	(262) 377-8229
1320 South Military Ave	Green Bay	WI	54304	Green Bay Motors, Inc.	Sunil Trehan	(920) 499-5188
4654 S 76th St	Greenfield	WI	53220	Cema Corp.	Kenton Childs	(414) 282-5520
4500 52nd St	Kenosha	WI	53144	Kna Enterprises, Inc.	Mary Bugarelli , Michael Bulgarelli	(262) 658-3536
3757 E Washington Ave	Madison	WI	53704	Map Holdings, LLC.	Michael Pauly	(608) 241-3818
5201 University Ave	Madison	WI	53705	Map Holdings, LLC.	Michael Pauly	(608) 233-5381
1501 S Park St	Madison	WI	53715	Map Holdings, LLC	Michael Pauly	(608) 251-5772

3215 Calumet Ave	Manitowoc	WI	54220	ABRAR AUTOS, LLC	Shahzad Ghaffar	(920) 652-7500
N96-W 18375 Hwy Q	Menomonee Falls	WI	53052	Leeds West Wisconsin, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(262) 253-6799
3706 W Wisconsin Ave	Milwaukee	WI	53208	Leeds West Wisconsin, LLC	Judd K Shader , Joshua Weinreich 2012 Trust , Benjamin M Lefkowitz , David H B Smith Jr Jd , Peter J Derschang	(414) 344-4464
4225 W Good Hope Rd	Milwaukee	WI	53209	HQ Pack Inc.	Kent Childs	(414) 352-8390
350 South Koeller	Oshkosh	WI	54902	DD Colls, LLC	David Collier , Debra Collier	(920) 426-0616
1230 S Green Bay Rd	Racine	WI	53406	Rcn Enterprises, Inc.	Mary Bugarelli , Michael Bulgarelli	(262) 637-4456
102 S Walker Way	Sun Prairie	WI	53590	Rand Management, LLC	Rand Jardanowski	(608) 837-2111
2009 E Moreland Blvd	Waukesha	WI	53186	Cema Corp.	Kent Childs	(262) 544-5201
2119 Grand Ave	Wausau	WI	54403	Advanced Auto Repair Of Wausau Inc.	Jaime L Laffin	(715) 845-8336
1456 S 108th St	West Allis	WI	53214	Cema Corp.	Kenton Childs	(414) 257-1590
Wyoming						
3130 Cy Ave	Casper	WY	82604	J&I Management, Limited Liability Company	Matt Dykhuizen, Joshua Dykhuizen	(307) 237-0854
2423 E Lincolnway	Cheyenne	WY	82001	Wyobrit, Inc.	Brook Dodgson , Nicholas Dodgson	(307) 638-8928
2307 S Douglas Hwy	Gillette	WY	82718	Seshco, Inc.	Heather Sessions , Steven Sessions	(307) 682-6800
1080 East Brundage Lane	Sheridan	WY	82801	JM Lube Companies Inc.	Joseph Matthew Lube	(307) 672-6800

(1) **This outlet has been opened and is operated under an Area Development Agreement signed by the franchisee.**

Franchisees who have signed Area Development Agreements, but who had not opened any outlets for business as of March 31, 2023:

Business Name	Address	City	State	Zip	Phone
N/A					

Franchisees who have signed a Franchise Agreement for outlets not yet opened as of March 31, 2023:

Business Name	Address	City	State	Zip	Phone
Fountain Valley Automotive, LLC	7705 Office Circle	Fountain	CO	80817	(719) 694-6173
Rey A. Muniz Sole Proprietor	33206 Prairie Parke Place	Fernandina Beach	FL	32034	(305) 281-5001
AJ Trading Company, LLC	11535 Walden Loop	Parrish	FL	34219	(941) 266-3779
Bonifa Holdings, LLC	6740 Preston Glen Drive	Alpharetta	GA	30005	(678) 654-7670
TEMM Automotive Group, LLC	9145 Carroll Manor Drive	Atlanta	GA	30350	(954) 683-9268
AL-Sadad Automotive LLC	2020 Alice Avenue	Oxon Hill	MD	20745	(571) 351-7698
Red Eagle LLC	270 Trace Colony Park	Ridgeland	MS	39157	(662) 322-5096
Hearron Party of 6 LLC	4134 Wells Road	Springfield	TN	37172	(562) 331-5147
Arambula Enterprises, LLC	8706 Helmsbrook Drive	Houston	TX	77089	(713) 504-4576
AA Automotive, Inc.	8306 Brixton Street	Springfield	VA	22152	(703) 725-7674

FRANCHISEES WHO HAVE LEFT THE MIDAS SYSTEM BETWEEN APRIL 1, 2022 AND MARCH 31, 2023
(TERMINATED, CANCELLED, NOT RENEWED, VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS)

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the Franchised System.

Name	City	State	Phone
Jerry Handley	Homewood	Alabama	(205) 942-0305
Stephen Springer , Jim Springer	Tuscaloosa	Alabama	(205) 556-2536
Brian Jackson , Gaja Jackson	Mesa	Arizona	(608) 665-1278
Brian Pribble	Peoria	Arizona	(623) 486-1700
Johnnie Cooper	Sierra Vista	Arizona	(520) 459-3090
Karl Kohler, Alvin Kohler Family Trust, Jean Kohler Revocable Trust	Little Rock	Arkansas	(501) 223-3309
Rachid Ouasti	Parker	Colorado	(303) 840-1747*
George E. Home III	Carmichael	California	(916) 978-7911
Phillip Sorenson	Fresno	California	(559) 224-1700
The Estate Of Phillip Esbensen	Temecula	California	(951) 308-9114*
Ronald Lee Evans III, David M. Polanco Sr.	Sacramento	California	(530) 344-3378
Tommaso Pusateri, Isacck Diarra	Bradenton	Florida	(941) 321-7990
Bruce Phillips	Margate	Florida	(954) 971-9210
The Estate of Harold Noordhoek Revocable Trust	Miami	Florida	(305) 635-6775
Hector Haddock, Jacqueline Haddock , John Haddock	Orlando	Florida	(407) 704-5771
Mark J. Lane	Columbus	Georgia	(706) 323-9634
The Estate Of Richard Pontnack	Sterling	Illinois	(815) 626-7685
Robert Zetty	Brownsburg	Indiana	(317) 945-7994
Scott Bourne	Georgetown	Kentucky	(859) 509-0109
Alan Knight , Kevin Hendrix	Baton Rouge	Louisiana	(225) 926-8040
The Estate Of Douglas Perroncel	Harvey	Louisiana	(504) 361-5355*
Alexander O Kram , Paul O Kram	Lexington Park	Maryland	(301) 862-9501
Henry Williams, Kathleen Nelson	East Wareham	Massachusetts	(508) 295-8440
Larry Mahan, Daniel LaCouture	Hyannis	Massachusetts	(508) 771-2637
Charles Frakes	Alma	Michigan	(989) 463-6181
Robert Sprich	Grand Rapids	Michigan	(616) 363-7705
John Tunis	Plymouth	Michigan	(734) 487-5420
Michael Tremonti	Southfield	Michigan	(248) 356-3040
John Tremonti	Southfield	Michigan	(248) 945-9974
Stasha Wells , Jason Wells	Rogersville	Missouri	(471) 872-7074
Randy Quest, Annette Quest	Huntley	Montana	(406) 348-2363
Henry Deeringer	Missoula	Montana	(406) 829-3797

Bradley Bachmann	Omaha	Nebraska	(402) 397-9070*
Ranbir S Sidhu	Las Vegas	Nevada	(604) 876-2177
Bruce Hodsdon	Dover	New Hampshire	(603) 335-2110
Ronald Munro , Kelly Munro	Glen	New Hampshire	(815) 626-7685
Brian Behen, Michael Rosemiller	Toms River	New Jersey	(732) 929-1333*
Miguel Lomeli	Bend	Oregon	(503) 998-0025
Daniel McCalib	Medford	Oregon	(206) 305-4705
Michael Cottingham	Mechanicsburg	Pennsylvania	(717) 763-0270
Jason Jefremow	Philadelphia	Pennsylvania	(215) 533-7660
David Schweizerhof	Stroudsburg	Pennsylvania	(570) 424-5116
John Cariati	Florence	South Carolina	(843) 409-5702
John Badenoch	Greenville	South Carolina	(864) 242-3940*
Carlos De Almeida	Knoxville	Tennessee	(865) 691-5005
Earl M Brill	Winchester	Virginia	(540) 665-0625
Chuck Stark , Diane Stark	Spokane Valley	Washington	(509) 279-2343
Joe Dykhuizen, Louann Dykhuizen	Casper	Wyoming	(307) 237-0854*

* Denotes that the Shop phone number is the last known contact information for this franchisee.

EXHIBIT A-3 CO-BRANDING FRANCHISEES AS OF MARCH 31, 2023

Shop Address	City	State	Zip	Legal Entity Name	Owner Name	Shop Phone
Arizona						
9550 N 90th St Suite A-2	Scottsdale	AZ	85258	Joelle Auto Services, Inc.	Gregory S Milan	(480) 391-0796
California						
2525 Monument Blvd	Concord	CA	94520	Alari Inc.	Ram Iyer, Adai Palaniappan, Adai Palaniappan	(925) 687-6062
6955 Village Pkwy	Dublin	CA	94568	VMG Ventures LLC	Vince Scola	(925) 829-8801
4045 Thornton Ave	Fremont	CA	94536	Bhangu Corporation Inc.	Amandeep Singh, Manpreet Kaur	(510) 796-4111
3741 Washington Blvd	Fremont	CA	94538	Just In Time Auto Repair Corp	Richard Garcia	(510) 659-0111
1078 La Playa Dr	Hayward	CA	94545	Jai Ganesh Auto, Inc.	Vibha B Panchal, Jason Panchal	(510) 783-0434
7207 University Ave	La Mesa	CA	91942	DK Exchange, Inc.	David Khames	(619) 466-1156
1420 V St	Merced	CA	95340	Mbe Group, LLC	Rhenish Morales	(209) 722-5705
1797 Soscol Ave	Napa	CA	94559	Sandhu Drayage Inc.	Navneet Sandhu	(707) 257-0925
12672 Poway Rd	Poway	CA	92064	Vb Mds Auto Services Inc.	Victor Bagdasar	(858) 486-7558
9077 Foothills Blvd	Roseville	CA	95747	Tcc Holding Company LLC	David M. Polanco Sr, Ronald Lee Evans Iii	(916) 797-9434
1805 Garnet	San Diego	CA	92109	DK Exchange, Inc.	David Khames	(858) 274-2930
3855 Convoy St	San Diego	CA	92111	Vb Mds Auto Services Inc.	Victor Bagdasar	(858) 565-0853
10445 Friars Rd	San Diego	CA	92120	Logan Quatro Inc.	Thomas Logan, Jennifer Logan	(619) 285-1101
4224 Monterey Hwy	San Jose	CA	95111	Alari Inc.	Ram Iyer, Adai Palaniappan, Adai Palaniappan	(408) 281-1558
13745 E 14th St	San Leandro	CA	94578	Gemp Usa Inc.	Paul Gamble	(510) 351-0622
1150 S Santa Fe Ave	Vista	CA	92084	Tire & Brake Corporation	Paul Wong	(760) 940-8080
2710 N Main St	Walnut Creek	CA	94597	S Khoury Investments, Inc.	Samer Khoury	(925) 935-9180
Colorado						
16768 E Smoky Hill Rd	Centennial	CO	80015	Leeds West, Inc.	Judd K. Shader	(303) 690-6855
Florida						
6712 Manatee Ave W	Bradenton	FL	34209	6712 Manatee Avenue, LLC	Steven Feig	(941) 794-9080
1415 Cortez Rd W	Bradenton	FL	34207	1415 Cortez Road, LLC	Steven Feig	(941) 756-8421
609 Robertson St W	Brandon	FL	33511	Kar Kraft Auto Services, LLC	Erik Todt	(813) 681-3755
3250 S Florida Ave	Lakeland	FL	33803	AJ Trading Company LLC	Ali Jaffal, Rabah Jaffal, Tarek Jaffal	(863) 646-1461
7316 US Hwy 98 N	Lakeland	FL	33809	Samdee Enterprises, Inc.	Sam Menist	(863) 859-4433
2390 Nw 107th Ave	Miami	FL	33172	Alson Of Florida, Inc.	Herbert Sonnenklar, Norma Sonnenklar	(305) 597-5555
4565 Clark Rd	Sarasota	FL	34233	E & O Automotive LLC	Steven Feig	(941) 924-8202
315 N Dale Mabry Hwy	Tampa	FL	33609	Tampa Auto, Inc.	Sunil Trehan	(813) 872-8458
5959 East Fowler Ave	Temple Terrace	FL	33617	Kar Kraft Auto Repair, LLC	Erik Todt	(813) 989-2515
6534 Gall Blvd (US Hwy 301)	Zephyrhills	FL	33542	Kar Kraft Services LLC	Erik Todt	(813) 715-1516
Hawaii						
25 N Kamehameha Hwy	Wahiawa	HI	96786	Pereira Of Hawaii, Inc.	Robert Pereira	(808) 622-3991
94-709 Farrington Hwy	Waipahu	HI	96797	Pereira Of Hawaii, Inc.	Robert Pereira	(808) 677-9157

EXHIBIT A-3 CO-BRANDING FRANCHISEES AS OF MARCH 31, 2023

Illinois						
110 W Northwest Hwy	Barrington	IL	60010	Sk Automotive LLC	Sonu Khaira	(847) 381-3377
20 S Western Ave	Carpentersville	IL	60110	J A M K Inc.	Christopher Mirski, Jonathon Mirski	(847) 426-3330
6301 N Lincoln Ave	Chicago	IL	60659	Leeds West Illinois, LLC	Judd K. Shader	(783) 539-8454
18070 Halsted St	Homewood	IL	60430	Leeds West Illinois, LLC	Judd K. Shader	(708) 957-9295
888 S Rand Rd	Lake Zurich	IL	60047	Leeds West Illinois, LLC	Judd K. Shader	(847) 438-1660
832 East Roosevelt Rd	Lombard	IL	60148	Raj Rajput, Inc.	Feroze Sheikh	(630) 627-6710
847 E Dundee Rd	Palatine	IL	60074	Leeds West Illinois, LLC	Judd K. Shader	(847) 359-8990
506 West Golf Rd	Schaumburg	IL	60195	Anil Plus Corporation	Anil Wadhwa	(847) 882-4500
Indiana						
1541 E Wabash St	Frankfort	IN	46041	Touch Of Gold IV, LLC	Jeff Wishek	(765) 659-4651
Michigan						
202 Elm St	Kalkaska	MI	49646	Import Automotive Inc.	Randall Lucyk	(231) 258-2889
Nebraska						
102 West 25th St	Kearney	NE	68847	Leeds West Investment Group Ii LLC	Judd K. Shader	(308) 236-5378
New York						
6338 Thompson Rd	Syracuse	NY	13206	742 Thompson Auto Center, Ltd.	Randolph Katz	(315) 401-4974
Ohio						
9595 Galloway Dr	Powell	OH	43065	226 Sawmill Auto Center Ltd.	Randolph Katz	(614) 317-4334
South Carolina						
121 Harbison Blvd	Columbia	SC	29212	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(803) 407-1911
937 North Lake Dr	Lexington	SC	29072	Palmetto Garage Works, LLC	James Herlong, James Herlong Jr	(803) 520-0134
2374 Cherry Rd	Rock Hill	SC	29732	Carolina Auto Care, LLC	Steven Sarrantonio, Kristine Sarrantonio	(803) 980-4534
Texas						
4500 Bell St	Amarillo	TX	79109	The Bosworth Company Ltd.	Keldon Bosworth, Randall Bosworth Family Trust, Boscor Inc.	(806) 359-5411
3209 S Padre Island Dr	Corpus Christi	TX	78415	Bay View Automotive Management Ltd.	Jude Crane	(361) 854-1545
19009 N Eastex	Humble	TX	77338	Kj Auto Experts Ii LLC	Jacob Jenkins	(281) 446-6402
6805 Bandera Rd	Leon Valley	TX	78238	Mufflers-R-Us, Ltd.	Jude Crane	(210) 681-7251
11000 W Interstate 10	San Antonio	TX	78230	Fix Everything Automotive, Ltd.	Jude Crane	(210) 641-9773
6659 San Pedro Ave	San Antonio	TX	78216	Jac Automotive Management LLC	Jude Crane	(210) 349-5376
11227 Culebra Rd	San Antonio	TX	78253	Alamo Ranch Automotive Ltd.	Jude Crane	(210) 688-9542
26958 US Hwy 281 N	San Antonio	TX	78260	Burning Red Automotive, Ltd.	Jude Crane	(830) 438-7787
9412 Perrin Beitel Rd	San Antonio	TX	78217	Perrin Automotive, Ltd.	Jude Crane	(210) 656-3232
4177 Main St Ste 100	The Colony	TX	75056	Mcom Enterprises, LLC	Vincent Tracy	(214) 469-1702
2013 Pat Booker Blvd	Universal City	TX	78148	Texas Hill Country, L.P.	Jude Crane	(210) 659-1941

EXHIBIT A-4: FORMER CO-BRAND FRANCHISEES

CO-BRAND FRANCHISEES WHO HAVE LEFT THE MIDAS SYSTEM BETWEEN APRIL 1, 2022 AND MARCH 31, 2023

(TERMINATED, CANCELLED, NOT RENEWED, VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS)

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the Franchised System.

Name	City	State	Phone
Phillip Casey	San Diego	CA	(747) 220-2241
Rogelio Salazar	Edinburg	TX	(956) 383-5100

* Denotes that the Shop phone number is the last known contact information for this franchisee.

EXHIBIT B: FINANCIAL STATEMENTS

TBC Holdings, LLC and Subsidiaries

(A Joint Venture of Michelin North America, Inc. and Sumitomo Corporation of Americas)

Consolidated Financial Statements

March 31, 2023 and 2022

TBC Holdings, LLC and Subsidiaries

(A Joint Venture of Michelin North America, Inc. and Sumitomo Corporation of Americas)

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March 31, 2023 and 2022

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Report of Independent Auditors

To the Management of TBC Holdings, LLC

Opinion

We have audited the accompanying consolidated financial statements of TBC Holdings, LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of March 31, 2023 and 2022, and the related consolidated statements of operations and comprehensive income, of members' equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of March 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it accounts for leases for the year ended March 31, 2022. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Hallandale Beach, Florida
May 30, 2023

TBC Holdings, LLC and Subsidiaries
(A Joint Venture of Michelin North America, Inc. and Sumitomo Corporation of Americas)
Consolidated Balance Sheets
March 31, 2023 and 2022

(USD in thousands)	2023	2022
Assets		
Current assets		
Cash	$ 89,693	$ 47,068
Accounts and notes receivable, net of allowance for doubtful accounts of $5,395 and $6,864	289,580	368,850
Inventories, net	1,185,752	1,380,083
Assets held for sale	-	4,521
Other current assets	27,277	19,658
Current assets of discontinued operations	761,067	95,603
Total current assets	2,353,369	1,915,783
Property and equipment, net	256,589	289,767
Finance lease assets, net	73,902	27,908
Operating lease assets, net	411,001	464,682
Intangible assets, net	436,404	457,752
Goodwill	34,682	34,682
Other assets	32,076	29,444
Long-term assets of discontinued operations	-	635,861
Total assets	$ 3,598,023	$ 3,855,879
Liabilities and Members' Equity		
Current liabilities		
Accounts payable	$ 467,562	$ 519,133
Due to parents and affiliates	283,084	303,723
Accrued expenses and other liabilities	76,012	92,150
Accrued payroll and related costs	21,251	67,814
Accrued freight	21,180	154,305
Current portion of long-term debt, parents	200,000	-
Current portion of other long-term debt	-	1,993
Current portion of finance lease liabilities	15,816	5,430
Current portion of operating lease liabilities	84,350	90,376
Current liabilities of discontinued operations	611,362	176,949
Total current liabilities	1,780,617	1,411,873
Long-term debt, parents	-	200,000
Other noncurrent liabilities	39,326	33,779
Long-term finance lease liabilities	61,115	23,905
Long-term operating lease liabilities	346,973	400,822
Deferred income taxes	135,565	122,494
Long-term liabilities of discontinued operations	-	467,747
Total liabilities	2,363,596	2,660,620
Commitments and contingencies (Note 12 and 17)		
Members' equity		
Members' investment	1,265,600	1,265,600
Accumulated other comprehensive income	4,837	632
Retained deficit	(36,010)	(70,973)
Total members' equity	1,234,427	1,195,259
Total liabilities and members' equity	$ 3,598,023	$ 3,855,879

The accompanying notes are an integral part of these consolidated financial statements.

TBC Holdings, LLC and Subsidiaries

(A Joint Venture of Michelin North America, Inc. and Sumitomo Corporation of Americas)

Consolidated Statements of Operations and Comprehensive Income

Years Ended March 31, 2023 and 2022

(USD in thousands)	2023	2022
Net revenues	$ 3,558,490	$ 3,582,659
Costs and expenses		
Cost of sales	2,771,825	2,631,394
Selling, administrative, and retail store expenses	800,703	864,717
Total costs and expenses	3,572,528	3,496,111
Gain on sale of business operations	2,498	-
Impairment on closure of business	-	(15,554)
(Loss) income from continuing operations	(11,540)	70,994
Other income and expenses		
Interest expense, net	(20,027)	(13,037)
Other income, net	11,405	22
(Loss) income from continuing operations before income taxes	(20,162)	57,979
Income tax (benefit) provision	(8,342)	20,557
Net (loss) income from continuing operations	(11,820)	37,422
Income from discontinued operations, net of income taxes	46,783	12,602
Net income	34,963	50,024
Other comprehensive income, net of tax		
Foreign currency translation adjustments	4,205	1,878
Net comprehensive income	$ 39,168	$ 51,902

The accompanying notes are an integral part of these consolidated financial statements.

TBC Holdings, LLC and Subsidiaries
(A Joint Venture of Michelin North America, Inc. and Sumitomo Corporation of Americas)
Consolidated Statements of Members' Equity
Years Ended March 31, 2023 and 2022

(USD in thousands)	Members' Investment	Accumulated Other Comprehensive (Loss) Income	Retained (Deficit) Earnings	Total Members' Equity
Balances at March 31, 2021	$ 1,265,600	$ (1,246)	$ (121,413)	$ 1,142,941
Foreign currency translation adjustments, net of tax	-	1,878	-	1,878
Lease accounting adoption	-	-	416	416
Net income	-	-	50,024	50,024
Balances at March 31, 2022	1,265,600	632	(70,973)	1,195,259
Foreign currency translation adjustments, net of tax	-	4,205	-	4,205
Net income	-	-	34,963	34,963
Balances at March 31, 2023	$ 1,265,600	$ 4,837	$ (36,010)	$ 1,234,427

The accompanying notes are an integral part of these consolidated financial statements.

TBC Holdings, LLC and Subsidiaries
(A Joint Venture of Michelin North America, Inc. and Sumitomo Corporation of Americas)
Consolidated Statements of Cash Flows
Years Ended March 31, 2023 and 2022

(USD in thousands)	2023	2022
Cash flows from operating activities		
Net (loss) income from continuing operations	$ (11,820)	$ 37,422
Income from discontinued operations, net of income tax	46,783	12,602
Adjustments to reconcile net (loss) income to net cash provided by operating activities		
Depreciation	52,208	63,704
Amortization of intangible assets	19,893	21,467
Amortization of finance lease assets	12,331	7,597
Amortization of operating lease assets	89,820	93,802
Provision for doubtful accounts and notes	486	1,406
Gain on sale of business operations	(2,498)	-
(Gain) loss on disposal of property and equipment and store closures	(10,127)	1,545
Impairment on closure of business	-	15,554
Deferred income taxes	(8,281)	3,812
Foreign currency transactions	7,403	1,670
Changes in operating assets and liabilities		
Accounts and notes receivable	81,477	(52,395)
Inventories	200,655	(376,221)
Other current assets	(8,772)	22,055
Other assets	(11,068)	2,282
Accounts payable	(59,051)	56,608
Due to parents and affiliates	(20,639)	45,175
Accrued expenses and other liabilities	(16,837)	25,356
Accrued payroll and related costs	(46,759)	4,116
Accrued freight	(133,291)	82,448
Lease liabilities	(88,150)	(93,821)
Other noncurrent liabilities	3,105	(31,656)
Net Cash provided by (used in) continuing operating activities	50,085	(68,074)
Net Cash provided by discontinued operating activities	15,938	67,235
Net Cash provided by (used in) operating activities	66,023	(839)
Cash flows from investing activities		
Purchases of property and equipment	(21,797)	(25,663)
Proceeds from sale of business operations	6,565	-
Proceeds from dispositions of property and equipment	15,476	1,922
Net Cash used in continuing investing activities	244	(23,741)
Net Cash used in discontinued investing activities	(10,635)	(18,610)
Net Cash used in investing activities	(10,391)	(42,351)
Cash flows from financing activities		
Proceeds from TBC de Mexico bank loans	-	7,460
Payments under TBC de Mexico bank loans	(2,004)	(5,578)
Proceeds from revolving facility	1,433,301	171,571
Payments under revolving facility	(1,433,301)	(171,549)
Payments of long-term debt, parents	-	(200,000)
Payments of finance leases	(12,431)	(10,209)
Net cash used in financing activities	(14,435)	(208,305)
Effect of exchange rate on cash	1,200	258
Net increase (decrease) in cash	42,397	(251,237)
Cash balances		
Beginning of year	48,014	299,251
End of year	$ 90,411	$ 48,014
Less: Cash of discontinued operations	718	946
Cash of continuing operations at end of year	$ 89,693	$ 47,068
Supplemental disclosures of cash flow information		
Cash paid for interest, net of capitalized interest	$ 17,234	$ 11,826
Cash paid (received) for income taxes, net	22,900	(3,950)
Leased assets obtained in exchange for new finance lease liabilities	61,403	17,454
Leased assets obtained in exchange for new operating lease liabilities	80,335	1,084,350
Purchases of property and equipment from total current liabilities	5,490	3,797

The accompanying notes are an integral part of these consolidated financial statements.

(USD in thousands, unless otherwise noted)

1. Nature of Business and Basis of Presentation

Operations

TBC Holdings, LLC and subsidiaries ("Holdings" or the "Company") is one of the United States' largest independent marketers of tires for the automotive replacement market. The Company's operating activities are comprised of its retail, franchise, and wholesale divisions. The Company operates or acts as a franchisor of retail tire and automotive service centers throughout the United States of America, Canada, Europe, and other countries under the following trade names: Tire Kingdom, National Tire & Battery, Big O Tires ("Big O") and Midas. The Company operates as a wholesaler of tire and automotive parts primarily in the United States of America, Canada, and Mexico under the following trade names: TBC Brands, NTW, and TBC de Mexico. As of March 31, 2023, the Company had a total 2,246 retail locations consisting of 595 Company-operated locations included in discontinued operations, 28 Company-operated included with continuing operations, 2 mobile operations and 1,621 franchised stores. The Company operated 151 warehouse locations as of March 31, 2023. As of March 31, 2022, the Company had a total 2,254 retail locations consisting of 592 Company-operated locations included in discontinued operations, 61 Company-operated included with continuing operations, 2 mobile operations and 1,599 franchised stores. The Company operated 153 warehouse locations as of March 31, 2022.

Ownership Structure

On January 2, 2018, a definitive merger agreement was entered into between Michelin North America, Inc. ("MNAI") and Sumitomo Corporation of Americas ("SCOA"), also referred to as ("Members") to form a joint venture under the name of TBC Holdings, LLC and Subsidiaries. The joint venture formed through SCOA contributing TBC Corporation ("TBC") to Holdings for 50% joint venture ownership and MNAI contributing Tire Centers, LLC ("TCi"), its wholesale company, and $457.4 million in cash for 50% joint venture ownership.

On April 5, 2018, the joint venture transaction closed, and the Members entered into an operating agreement, which provides each Member 50% of the Membership Interest in Holdings. Each Member shall be liable only to make such Member's capital contribution to the Company and certain other payments expressly provided within the operating agreement. The Company is to be managed by a joint Board of Managers (the "Board"), consisting of three designated MNAI managers and three designated SCOA managers.

Definition of Fiscal Year

As used in these consolidated financial statements and related notes to consolidated financial statements, "Fiscal 2022," refers to the year ended March 31, 2023, and "Fiscal 2023", "Fiscal 2024", "Fiscal 2025" and "Fiscal 2026" refer to the years ending March 31, 2024, 2025, 2026, and 2027, respectively.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of TBC Holdings, LLC and its wholly owned subsidiaries. All intercompany transactions and balances have been eliminated in consolidation.

(USD in thousands, unless otherwise noted)

Use of Estimates
The consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. The preparation of such consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, and expenses, as well as certain consolidated financial statement disclosures.

Actual results could differ from those estimates. Significant estimates relate primarily to the realizability of accounts receivable, inventory excess and obsolescence reserves, impairment assessments of intangible assets, goodwill, lease assets and long-lived assets inventory assessment of lower of cost and net realizable value, workers compensation, auto, and general insurance accruals.

Cash and Cash Equivalents
The Company's cash consists of balances in the Company's operating bank accounts. The Company maintains cash in financial institutions insured by the Federal Deposit Insurance Corporation ("FDIC"). All highly liquid investments with an original maturity of three months or less are considered cash equivalents.

Accounts and Notes Receivables and Allowance for Doubtful Accounts
As of March 31, 2023 and 2022, the Company's accounts and notes receivable included approximately 88% of domestic and 12% of international customer accounts, which vary in terms and become due periodically until Fiscal 2023. The long-term portion of notes receivable is included in other assets within the accompanying consolidated balance sheets. The Company maintains an allowance for doubtful accounts and notes for estimated losses resulting from the inability of its customers to make required payments. The allowance is based upon review of the overall condition of receivable balances, both trade accounts and notes receivable, and review of past-due accounts. Receivables determined to be uncollectible are charged against the established allowance. The Company evaluated its allowance for doubtful accounts as of March 31, 2023 and 2022, and determined that the amounts were adequate, based on facts and conditions known at that time and evaluation of current economic conditions domestically and internationally. If the financial condition of the Company's customers were to deteriorate in such a way as to impair their ability to make payments, additional allowances may be required. For the years ended March 31, 2023 and 2022, bad debt expense is $486 and $1,406, respectively.

Inventories
Inventories, consisting of tires and other automotive products held for resale, are valued at the lower of cost and net realizable value, under the weighted average cost method. In addition, certain vendor allowances that are related to inventory purchases are considered to reduce the product cost. The Company adjusts its inventory for slow-moving and discontinued products. Any adjustments are evaluated and determined based upon current market conditions, aging of inventories, and product offering changes.

Concentrations of Credit Risk
The Company performs ongoing credit evaluations of its customers, primarily wholesale and retail-franchisees, and typically requires some form of security, including collateral, guarantees, or other documentation. The Company maintains allowances for potential credit losses.

(USD in thousands, unless otherwise noted)

The Company maintains cash balances with financial institutions with high credit ratings. The Company has not experienced any losses with respect to bank balances in excess of government-provided insurance.

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash deposits in excess of FDIC-insured limits. In addition, the Company invests excess funds in an overnight investment account with Wells Fargo Bank, N.A. While the funds in the overnight investment account are not federally insured, the account selected by the Company invests only in government-backed securities.

Property and Equipment
Depreciation and amortization are computed using the straight-line method, over the lesser of the useful life or, in the case of leasehold improvements, the lease term of the asset. The useful life for buildings and leasehold improvements ranges from 7 to 40 years or coincides with the respective lease terms. Furniture and equipment, which include computer hardware and software, typically have useful lives of 3 to 10 years. Amounts expended for repairs and maintenance are charged to operations as incurred, and expenditures for major renewals and betterments are capitalized.

The Company applied Accounting Standards Codification ("ASC") Subtopic 350-40, *Internal-Use Software*, to certain software development costs and capitalized approximately $3,130 and $7,949 as of March 31, 2023 and 2022, respectively, which have been placed in service and included in the accompanying consolidated balance sheets in property and equipment. The useful life of capitalized software varies between 3 to 10 years. The Company capitalized certain software not yet placed in service of approximately $4,884 and $1,208 as of March 31, 2023 and 2022, respectively, which is included in the accompanying consolidated balance sheets in property and equipment; however, it is not being depreciated.

Goodwill and Intangible Assets
The Company elected to early adopt Accounting Standards Update ("ASU") 2017-04, *Intangibles Goodwill and Other* (Topic 350) as of March 31, 2020. The ASU modifies the measurement of a goodwill impairment loss from the portion of the carrying amount of goodwill that exceeds its implied fair value to the excess of the carrying amount of a reporting unit that exceeds its fair value. This eliminates step two of the goodwill impairment test under current guidance

The Company performs its annual impairment assessment of its three reporting units as of September 30 of each fiscal year unless circumstances dictate more frequent assessments. For the years ended March 31, 2023 and 2022, the Company performed its annual impairment assessment and determined there was no impairment of goodwill.

The Company presents definite-lived intangible assets, net of accumulated amortization on the consolidated balance sheets. The intangible assets are amortized on a straight-line basis over their estimated useful lives, which approximates the pattern of expected economic benefit.

The Company reviews intangible assets for impairment annually, or more frequently if changes in circumstances or the occurrence of events suggest an impairment exists. The Company has evaluated impairment for intangible assets as of March 31, 2023 and 2022 and determined that no impairments exist.

(USD in thousands, unless otherwise noted)

Long-Lived Assets
The Company periodically reviews the recoverability of intangible and other long-lived assets. If facts or circumstances indicate the possibility of impairment, the Company will prepare a projection of the undiscounted future cash flows of the specific assets and determine if the assigned value is recoverable or if an adjustment to the carrying value of the assets is necessary. The Company did not identify any other facts or circumstances that indicated an impairment of recorded intangible and long-lived assets during Fiscal 2022 and Fiscal 2021.

Net Revenues
Topic 606 outlines basic criteria for recognizing revenue, including on a basis of timing related to the transfer of goods and services. Net revenues include sales of products and services, franchise and royalty fees charged to Big O and Midas franchisees, and rental income from sublease agreements with franchisees and third parties, less returns and customer rebates. These revenue streams can be disaggregated into performance obligations satisfied over time and at a point in time, as discussed below.

Revenue is recognized upon transfer of control of promised products or services to customers in an amount that reflects the consideration the Company expects to be entitled to in exchange for those products or services. For product sales, transfer of control occurs at a point in time, either upon transfer to the third-party carrier or upon delivery to the customer. For automotive and tire services, the transfer of control and satisfaction of the performance obligation occurs at the time the customers take possession of their vehicles. Performance obligations for extended service agreements sold to retail customers, such as road hazard, are satisfied over time and the related revenue is recognized based on a pattern of when the associated costs are expected to be incurred in performing such services. Revenues for franchise and royalty fees are recognized over time as the Company satisfies its performance obligations to its franchisees, as described below. Revenue is recognized net of any taxes collected from customers, which are subsequently remitted to governmental authorities. The Company records reductions to revenue for customer programs and incentive offerings including special pricing agreements, certain promotions, and other volume-based incentives.

Franchising revenue consists primarily of royalties, national advertising fund contributions, and initial and renewal franchise fees. The basic terms of the franchise agreements are as follows: the initial franchise fee is due upon the signing of the franchise agreement, royalty fees are due from franchisees monthly and are equal to a percentage of gross sales for the previous month, the initial term of the agreement is 10 to 20 years with the ability to renew for an additional 10 to 20 years subject to certain conditions and a renewal fee, and the location must be pre-approved.

Monthly royalty fees are earned and recognized when franchisee sales occur. During Fiscal 2022 and 2021, Big O franchise and royalty fees typically ranged between 3.5% and 5% and 2% and 6%, respectively, of franchisees' adjusted gross sales. Midas royalty fees ranged between 2% and 10% of net sales for both periods presented. Under Topic 606, our franchisees' contributions to national advertising funds specified in the franchise agreements are reported gross as part of the royalty revenues because the advertising services were determined not to be distinct from the symbolic franchise right.

The Company expenses costs related to securing initial franchise agreements and performing the required services under such agreements as incurred.

(USD in thousands, unless otherwise noted)

Revenues for lease income are accounted for in accordance with applicable accounting guidance for leases and are excluded from the scope of Topic 606.

Under various arrangements with vendors, the Company receives a delivery commission and reimbursement for the cost of tires that it delivers to customers on their behalf. The commission earned from these transactions is as an agent and the net amount retained is recorded as revenues. The Company recognizes its delivery commission at the time of acceptance of delivery of the product.

Sales Taxes
The Company presents revenues net of sales taxes and value-added tax ("VAT").

Warranty Allowances
For non-Midas programs, the Company or the vendors supplying its products provide its customers limited warranties on certain products. In most cases, the Company's vendors are primarily responsible for warranty claims. Warranty costs relating to merchandise sold or services provided not covered by vendors are estimated and recorded as warranty obligations at the time of sale. The Company periodically assesses the adequacy of its recorded warranty liability and adjusts the amount as necessary.

The following table is a reconciliation of the changes in the Company's non-Midas warranty liability for the years ended March 31, 2023 and 2022:

	2023	2022
Warranty allowance, beginning of year	$ 3,092	$ 2,844
Allowances established	449	547
Allowances utilized	(502)	(299)
Warranty allowance, end of year	$ 3,039	$ 3,092

For certain Midas products, customers are provided a written warranty from Midas for products purchased from Midas shops in North America, namely brake friction, mufflers, shocks, and struts. The warranty will be honored at any Midas shop in North America and is valid for the lifetime of the vehicle but is voided if the vehicle is sold. The Company maintains a warranty accrual to cover the estimated future liability associated with outstanding warranties. The Company determines the estimated value of outstanding warranty claims based on 1) an estimate of the percentage of all warranted products sold and registered in prior periods at retail that are likely to be redeemed and 2) an estimate of the future cost of redemption of each future warranty. Management develops these estimates based on actual historical registration and redemption data as well as actual cost information on current redemptions.

The Midas warranty program in the United States was funded directly by Midas franchisees. The franchisees are charged a fee for each warranted product sold to customers and are issued credits for all warranties that are redeemed. The fees billed to franchisees are recorded as a receivable to Midas on behalf of the warranty fund, and the redemption credits issued to franchisees are recorded as a liability to the fund. As such, there are no revenues or expenses recorded to Midas and the current warranty program will have no net impact on the results of operations.

(USD in thousands, unless otherwise noted)

The following table is a reconciliation of the changes in the Company's warranty liability under the current Midas program for the years ended March 31, 2023 and 2022:

	2023	2022
Warranty allowance, beginning of year	$ 9,060	$ 8,629
Warranty fees charged to franchisees and Company-operated shops	1,305	1,378
Warranty credits issued to franchisees and Company-operated shops	(988)	(947)
Warranty allowance, end of year	$ 9,377	$ 9,060

The Company's total obligation under its warranty programs is included in accrued expenses and other liabilities and other noncurrent liabilities in the accompanying consolidated balance sheets.

Deferred Revenue
Certain of the Company's services (alignments, tire balancing and rotating, and road hazard) are sold through annual or multiyear contracts for a one-time upfront payment. The liability for future performance obligations related to the Company's extended service agreements totaled approximately $10,713 and $4,964 as of March 31, 2023 and 2022, respectively. Direct costs of these contracts are expensed as incurred. The Company recognizes revenue over the expected service life of the contract.

Vendor Funds
The Company receives vendor funds in its normal course of operations from volume-based rebate agreements, early payment discounts, and cash incentives to promote vendor products. The Company accounts for these vendor funds in accordance with the ASC Subtopic 705-20, *Accounting for Consideration Received from a Vendor*, which states that cash consideration received from a vendor is presumed to be a reduction of the price of the vendor's products or services and should, therefore, be characterized as a reduction of cost of sales and a portion of these amounts be capitalized into ending inventory. Vendor funds are treated as a reduction of inventory costs unless they represent a reimbursement of specific, incremental, and identifiable costs incurred by the customer to sell the vendor's product. The Company accrues for these vendor funds based upon the vendor agreements in place and the projected amount of vendor purchases. Accrued vendor funds are recorded as a reduction to inventory. During the year, the Company monitors and adjusts the amount accrued by comparing actual purchases to projected purchases. Vendor funds are earned when the Company either sells the vendor's product or completes performance of certain provisions of the vendor agreement. Earned vendor funds are recorded as a reduction in costs of sales.

Cost of Sales
Cost of sales includes the cost of tire and parts products sold in the Company's retail locations, cost of products such as tires and equipment delivered from the Company's wholesale locations, and costs attributable to franchise operations such as product and warranties.

(USD in thousands, unless otherwise noted)

Selling, Administrative, and Retail Store Expenses
The Company records direct payroll and payroll related costs for retail store employees who provide services to the Company's customers within selling, administrative, and retail store expenses in the accompanying consolidated statements of operations and comprehensive income. For the years ended March 31, 2023 and 2022, these expenses totaled $2,211 and $3,658, respectively.

Self-Insured Reserves
The Company is self-insured for general and automobile liability, workers' compensation, and healthcare claims and maintains stop-loss coverage with third-party insurers to limit its total liability exposure. A reserve for liabilities associated with these losses is established for claims filed and claims incurred but not yet reported ("IBNR") based upon the Company's estimate of ultimate cost, which is calculated using analyses of historical data, severity factors, and valuations provided by third-party actuaries. The Company monitors new claims and claim development as well as negative trends related to the IBNR in order to assess the adequacy of its insurance reserves. The Company also reviews its assumptions with its third-party actuaries, which occurs twice a year. While the Company does not expect the amounts ultimately paid to differ from its estimates, the Company's self-insurance reserves and corresponding selling, administrative, and retail store expenses could be affected if future claim experience differs from historical trends and actuarial assumptions. Due to the length of timing of claim payments for the various lines of insurance, the Company discounts certain of its liabilities.

Leases
Lessee arrangements
The Company leases certain equipment, vehicles, furniture, office space, and property yards under various operating and finance leases. The Company determines if an arrangement is or contains a lease at the lease inception date by evaluating whether the arrangement conveys the right to use an identified asset and whether the Company obtains substantially all of the economic benefits from and has the ability to direct the use of the asset. Leases with an initial term of twelve months or less are not recorded on the balance sheets.

At the lease commencement date, the Company recognizes a lease liability and right-of-use ("ROU") asset, representing its right to use the underlying asset over the lease term. The initial measurement of the lease liability is calculated based on the present value of the remaining lease payments and the ROU asset is measured on the basis of this liability, adjusted by prepaid and accrued rent, lease incentives, and initial direct costs. The subsequent measurement of a lease is dependent on whether the lease is classified as an operating lease or a finance lease. Operating lease cost is recognized on a straight-line basis over the lease term, with the cost presented as a component of Selling, administrative, and retail store expenses in the accompanying consolidated statements of operations and comprehensive income. Finance lease cost is comprised of a separate interest component and amortization component and is presented in the Interest expense, net and Selling, administrative, and retail store expenses line items, respectively, in the accompanying consolidated statements of operations and comprehensive income.

The Company's leases require other payments such as costs related to service components, real estate taxes, common area maintenance, and insurance. These costs are generally variable in nature and based on the actual costs incurred and required by the lease. As the Company has elected to not separate lease and non-lease components for all classes of underlying assets, all variable costs associated with the lease are expensed in the period incurred and presented and disclosed as variable lease costs. The Company's lease agreements do not contain any material residual value guarantees or material restrictive financial covenants.

The Company utilizes the provisions of ASU No. 2016-02, *Leases* which includes ASC Topic 842 ("Topic 842"). As of the application date of Topic 842, the Company's leases have remaining terms ranging from 1 to 21 years, with some of those leases including options that grant the Company the ability to renew or extend the lease term. When determining the lease term, the Company does not include renewal options unless the renewals are deemed to be reasonably certain of being exercised at the lease commencement date.

Topic 842 requires that a lessee use the rate implicit in the lease when measuring the lease liability and ROU asset, unless that rate is not readily determinable. Alternatively, the Company is permitted to use its incremental borrowing rate which is defined as the rate of interest that the Company would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment. Since the rate implicit in the lease is not readily determinable, the Company uses its incremental borrowing rate when measuring its leases. The Incremental Borrowing Rate ("IBR") is calculated by utilizing the daily treasury yield curve rates, as published by the U.S. Department of the Treasury, adjusted with a risk-based spread.

Lessor arrangements

The Company, as part of its business, enters into lease arrangements with its customers that grants the customer the right to use certain retail space. These leases are in the form of leases of owned properties or subleases of leased properties. The Company determines if an arrangement with its customer is or contains a lease at the lease inception date by evaluating whether the arrangement conveys the right to use an identified asset and whether the customer obtains substantially all of the economic benefits from and has the ability to direct the use of the asset.

If it is determined that the contract is or contains a lease, the Company then assesses lease classification considering the lease term and assumptions that exist at the lease commencement date. Depending on this assessment, the Company will account for its lease agreements as either an operating, direct financing, or sales-type lease, with the resulting accounting dependent on this lease classification. The Company's leases of owned properties and subleases of leased properties are classified as operating leases. There are no leases that are classified as direct financing leases.

For leases classified as operating leases, the underlying property is recorded on the Company's consolidated balance sheets and continues to be depreciated in accordance with the Company's depreciation polices for similar assets. Rental income for operating leases is recognized on a straight-line basis over the lease term.

(USD in thousands, unless otherwise noted)

The Company's lease agreements with its customers include fixed lease payments and, in certain scenarios, variable lease payments based on a percentage of gross sales. In addition to the lease payments, certain of the Company's contracts include non-lease components which come in various forms, such as common area maintenance, utilities, and parking. Topic 842 requires that the consideration in the contract be allocated between lease and non-lease components on a relative standalone selling price basis unless a provided practical expedient is elected. Specifically, Topic 842 includes a practical expedient that permits a lessor, as an accounting policy election by underlying asset class, to choose not to separate non-lease components from lease components when the lease component, if accounted for separately, would be classified as an operating lease and when the timing and pattern of transfer for the lease and non-lease components associated with the lease component are the same. The Company has elected this practical expedient for all customer lease agreements that meets these conditions.

The Company assesses the lease term at the lease commencement date. The lease term is defined as the noncancelable period plus any period subject to a renewal option that is deemed reasonably certain of being exercised or subject to a termination option that is reasonably certain of not being exercised. Certain of the Company's lease contracts do include renewal options that allow the customer to extend the lease term for an additional period of 1 to 5 years. The Company does not include the renewal options as part of the lease term as it does not believe that it is reasonably certain that such options will be exercised. In addition, lease agreements do not include purchase options.

The Company has included additional disclosures about its leases in Note 12.

The Company owns real estate in the United States (U.S.) and Canada that is leased to franchisees and third parties. A majority of franchise leases and Company owned real estate are subleased to franchisees as well as third parties and are recorded within net sales in the consolidated statements of operations and comprehensive income.

Foreign Currency Translation
Under ASC Topic 830, *Foreign Currency Matters*, the financial statements of foreign subsidiaries are translated into U.S. dollars at current exchange rates, except for revenue, costs, and expenses, which are translated at average current exchange rates during each reporting period.

Gains and losses resulting from the translation of financial statements are excluded from the consolidated net income and are credited or charged to a separate component of other comprehensive income within the accompanying consolidated statements of members' equity.

Shipping and Handling Costs
Freight costs incurred to deliver merchandise to retail stores and warehouses are included as a component of inventory and reflected in costs of goods sold as product is sold. Warehouse and distribution costs for items such as payroll, rent, and insurance, as well as freight costs incurred to ship merchandise to customers, are recorded as a component of selling, administrative, and retail store expenses in the accompanying consolidated statements of operations and comprehensive income. For the years ended March 31, 2023 and 2022, freight costs incurred to ship merchandise to customers totaled $106,472 and $89,865, respectively.

(USD in thousands, unless otherwise noted)

Fair Value of Financial Instruments – Short-Term Assets and Liabilities
The fair values of accounts receivable, accounts payable, due to parents and affiliates, accrued expenses, and other current liabilities approximate their carrying values because of their short-term nature.

Income Tax Accounting
The Company determines its income tax provision using the asset-and-liability method. Under this method, deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. The Company also recognizes future tax benefits associated with tax loss and credit carryforwards as deferred tax assets. The Company's deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. The Company measures deferred tax assets and liabilities using enacted tax rates in effect for the year in which it expects to recover or settle the temporary differences. The effect of a change in tax rates on deferred taxes is recognized in the period that the change is enacted.

Advertising
General advertising costs are charged to expense when incurred. General advertising costs were $6,210 and $9,071 for the years ended March 31, 2023 and 2022, respectively.

The Company expenses the expected accrued advertising costs for the period specifically related to the advertising funds. Advertising expenses specifically related to the Company's advertising funds were $74,225 and $70,184, respectively, for the years ended March 31, 2023 and 2022.

Pre-Store Opening Expenses
Pre-store opening expenses, which consist primarily of payroll and occupancy related costs, are expensed as incurred.

Asset Retirement Obligations
The Company utilizes the provisions of ASC Topic 410, *Asset Retirement and Environmental Obligations* ("ASC 410"). ASC 410 requires the capitalization of any retirement obligation costs as part of the carrying amount of the long-lived asset and the subsequent allocation of the total expense to future periods using a systematic and rational method. The Company has determined that certain leases require that the premises be returned to their original condition, reflecting normal wear and tear, upon lease termination. As a result, the Company will incur costs, primarily related to the removal of signage and equipment from its retail stores, at lease termination and requires that these costs be recorded at their fair value at lease inception.

As of March 31, 2023 and 2022, the Company had a liability pertaining to the asset retirement obligation of $4,270 and $4,960, respectively, which is included in noncurrent liabilities in the accompanying consolidated balance sheets. Accretion expense associated with the asset retirement obligations is recorded as selling, administrative, and retail store expense in the accompanying consolidated statements of operations and comprehensive income. From time to time, the Company reviews its methodology and costs associated with asset retirement primarily for its retail locations and head lease obligation locations.

(USD in thousands, unless otherwise noted)

Environmental Obligations
The Company has identified a number of Midas franchise and Company operated shops that contain soil, groundwater, or other types of contamination from improper usage and maintenance of equipment or disposal of certain hazardous chemicals used in the operation of automotive retail locations. Due to its association with a substantial portion of Midas franchise properties as primary lessee or guarantor, the Company believes that it will ultimately be responsible for incurring costs for environmental remediation at many locations, although there is the right to subrogate against the dealer for payment remediation. As of March 31, 2023 and 2022, the accrued balance of the liability was $3,914 and $4,173, respectively, and is included in other noncurrent liabilities in the accompanying consolidated balance sheets. The company recorded $113 and $148, respectively, of environmental expense within the statements of operations and comprehensive income for the years ended March 31, 2023 and 2022.

The Company does not believe that similar obligations exist for its non-Midas locations due to the existence and enforcement of policies and procedures surrounding equipment usage and maintenance, as well as disposal of hazardous substances.

Recent Accounting Pronouncements
On December 18, 2019, the FASB issued ASU No. 2019-12, *Income Taxes* (Topic 740): *Simplifying the Accounting for Income Taxes* ("ASC 740"). The ASU removes certain exceptions from the guidance in ASC 740 related to intra-period tax allocations, interim calculations, and the recognition of deferred tax liabilities for outside basis differences and clarifies and simplifies several other aspects of accounting for income taxes. Different transition methods apply to the various income tax simplifications. For all non-public entities, the guidance is effective for fiscal years beginning after December 15, 2021, and for interim periods beginning after December 15, 2022. Early adoption for these entities is also permitted, including adoption in interim or annual periods for which financial statements have not yet been made available for issuance. The Company adopted this guidance on April 1, 2022. The adoption of this guidance did not have a material impact on the consolidated financial statements and related disclosures for the year ended March 31, 2023.

Reclassifications
Certain prior-period amounts have been reclassified in the consolidated statement of operations and comprehensive income to conform to current-year presentation.

New Accounting Standards
ASU No. 2016-02, Leases, that added Topic 842, is designed to increase transparency and comparability among organizations with leasing activities. The most significant provision of the new lease accounting standard is the requirement that lessees recognize on the balance sheet ROU assets and lease liabilities for leases that have a term greater than 12 months. Additionally, Topic 842 aligns certain of the underlying principles of lessor accounting with those in ASC Topic 606. The new lease accounting standard also includes significantly enhanced disclosures.

The Company adopted Topic 842 on April 1, 2021 using the modified retrospective approach as permitted in ASU No. 2018-11. In accordance with this approach, the effective date of Topic 842 is also the application date of the new requirements, with the prior comparative periods presented in the financial statements in accordance with the legacy requirements of ASC Topic 840, Leases

("Topic 840"). Topic 842 includes various transition practical expedients that are available when adopting the new lease accounting standard. The Company elected the package of practical expedients which allows for the carryforward of certain accounting conclusions for arrangements that qualified as a lease under Topic 840. As a result, the Company was not required to nor did it reassess (i) whether existing or expired contracts met the definition of a lease, (ii) lease classification for any existing or expired leases, or (iii) whether lease origination costs qualified as initial direct costs. The Company did not elect the practical expedient to use hindsight in determining the lease term and in assessing impairment conclusions on the ROU assets.

Topic 842 similarly includes various other practical expedients that can be elected for new leases that are executed after the adoption of the new requirements. The Company elected the lessee practical expedient to not separate lease and non-lease components. In addition, the Company elected the lessor practical expedient for certain of its customer contracts. The Company also elected to apply the short-term lease recognition exemption which eliminates the requirement to present on the consolidated balance sheets leases with a term of 12 months or less. These practical expedients were elected for all classes of underlying assets. For those arrangements where the Company is acting in the role of a lessee, the adoption of Topic 842 resulted in the recognition of $1,050,509 and $1,021,712, respectively, in operating lease liabilities and operating lease ROU assets on the consolidated balance sheets as of April 1, 2021. The impact of adopting Topic 842 did not have a material impact on the Company's consolidated statements of operations and comprehensive income, consolidated statements of members' equity, and consolidated statements of cash flows. Similarly, the adoption of Topic 842 did not have a material impact on the accounting for those arrangements where the Company is acting in the role as lessor (Note 12).

3. Acquisitions and Dispositions

In November, 2022, Big O Tires, LLC entered into an asset purchase agreement with an existing franchisee to assume the leases, purchase inventory and fixed assets and operate 13 of the company operated Big O Retail stores under a Big O Franchise agreement. The assets and liabilities from the company operated stores were assumed by the franchisee who paid total consideration of $6,565. The Company recorded a pre-tax gain on disposition of $2,498 which is recorded in gain on sale of business operations in its consolidated statements of operations and comprehensive income.

Effective March 31, 2022 the Company disposed of its subsidiary, Tire America, LLC, an ecommerce retail seller of tires. The assets derecognized as part of this sale included, but were not limited to, intangible assets related to the software development that was associated with the functionality of the website specifically for Tire America, LLC. The Company recorded a pre-tax loss on disposition of $15,554 which is recorded in impairment on closure of business in its consolidated statements of operations and comprehensive income.

(USD in thousands, unless otherwise noted)

4. Discontinued Operations

On April 18, 2023, the Company entered into a stock purchase agreement with Mavis Tire Supply LLC ("Mavis Discount Tire") to sell all of its shares of TBC Retail Group, Inc. ("TBC Retail") for an initial purchase price of $525,000, subject to certain adjustments specified in the purchase agreement, including adjustments for indebtedness, cash, working capital and transaction expenses of TBC Retail at the closing of the transaction. The sale is expected to be completed on May 31, 2023.

In connection with the sale of TBC Retail, the Company entered into a transition service agreement with Mavis Discount Tire pursuant to which the Company is providing services, including, but not limited to, business support services for TBC Retail after the divestiture, for monthly fees of $1,222. These agreements will commence with the close of the transaction and have minimum initial terms ranging of three months and can be extended if agreed upon by both parties two weeks prior to expiration.

The financial results of TBC Retail are presented as income from discontinued operations, net of income taxes on our consolidated statements of operations and comprehensive income. The following table presents financial results of TBC Retail for the year ending March 31, 2023 and 2022:

	Fiscal 2022	Fiscal 2021
Net revenues	$ 909,344	$ 873,836
Costs and expenses		
Cost of sales	414,176	360,022
Selling, administrative, and retail store expenses	427,147	495,825
Total costs and expenses	841,323	855,847
Income from operations of discontinued operations	68,021	17,989
Other income and expenses		
Interest expense, net	(2,220)	(2,229)
Other income, net	219	244
Income from discontinued operations before income taxes	66,020	16,004
Income tax provision	19,237	3,402
Income from discontinued operations, net of income taxes	$ 46,783	$ 12,602

(USD in thousands, unless otherwise noted)

The following table presents the aggregate carrying amounts of held for sale assets and liabilities related to TBC Retail in the consolidated balance sheet as of March 31, 2023:

Cash	$	718
Accounts and notes receivable, net		10,212
Inventories, net		70,877
Other current assets		4,061
Property and equipment, net		107,800
Finance lease assets, net		33,874
Operating lease assets, net		479,786
Intangible assets, net		34,424
Goodwill		10,501
Other assets		8,814
Current assets of discontinued operations	$	761,067
Accounts payable		47,281
Accrued expenses and other liabilities		64,252
Accrued payroll and related costs		7,580
Accrued freight		859
Current portion of other long-term debt		163
Current portion of finance lease liabilities		1,917
Current portion of operating lease liabilities		62,377
Other noncurrent liabilities		12,526
Long-term finance lease liabilities		34,601
Long-term operating lease liabilities		379,806
Current liabilities of discontinued operations	$	611,362

(USD in thousands, unless otherwise noted)

The following table presents the aggregate carrying amounts of held for sale assets and liabilities related to TBC Retail in the consolidated balance sheet as of March 31, 2022:

Cash	$	946
Accounts and notes receivable, net		11,882
Inventories, net		74,587
Other current assets		8,188
Current assets of discontinued operations		95,603
Property and equipment, net		98,587
Finance lease assets, net		30,967
Operating lease assets, net		455,900
Intangible assets, net		34,660
Goodwill		10,501
Other assets		5,246
Long-term assets of discontinued operations	$	635,861
Accounts payable		43,892
Accrued expenses and other liabilities		55,839
Accrued payroll and related costs		9,299
Accrued freight		1,117
Current portion of other long-term debt		481
Current portion of finance lease liabilities		1,975
Current portion of operating lease liabilities		64,346
Current liabilities of discontinued operations		176,949
Other noncurrent liabilities		18,660
Long-term finance lease liabilities		33,229
Long-term operating lease liabilities		415,858
Long-term liabilities of discontinued operations	$	467,747

(USD in thousands, unless otherwise noted)

5. Revenue Recognition

The following table provides information about disaggregated revenues by business operational unit and major products and services categories for the years ended March 31, 2023 and 2022:

	Fiscal 2022			
	Wholesale	**Retail**	**Franchise**	**Total**
Products				
Tires	$ 2,704,546	$ -	$ 408,261	$ 3,112,807
Equipment	37,863	-	9,768	47,631
Services				
Automotive	-	22,198	-	22,198
Tires	91,972	28,364	-	120,336
Royalties	-	-	186,098	186,098
Rental income and other	14,435	-	54,985	69,420
	$ 2,848,816	$ 50,562	$ 659,112	$ 3,558,490

	Fiscal 2021			
	Wholesale	**Retail**	**Franchise**	**Total**
Products				
Tires	$ 2,736,376	$ -	$ 378,220	$ 3,114,596
Equipment	40,445	-	10,273	50,718
Services				
Automotive	-	36,332	-	36,332
Tires	101,249	45,196	-	146,445
Royalties	-	-	173,613	173,613
Other	567	-	60,388	60,955
	$ 2,878,637	$ 81,528	$ 622,494	$ 3,582,659

Products Revenue
Products revenue includes the sale of (1) tires and tire related items and (2) automotive service-related equipment. The Company sells these products through both their wholesale and franchise operational businesses through delivery trucks and distribution locations.

Services Revenue
Substantially all of the Company's service revenue offerings under the retail division are automotive and tire services. The Company has determined the performance obligations associated to these two revenue streams are completed upon installation and acceptance by the end customer at the time of the delivery of the vehicle, with the exception of extended service agreements, which are deferred and recognized over time. Tire service revenues for the wholesale business represent delivery commissions received for arrangements with vendors where the Company delivers tires to customers on their behalf. See Note 2.

(USD in thousands, unless otherwise noted)

6. Related Parties and Major Suppliers

Related Parties
The Company's operations are managed through its executive officers and Board of Managers. Upon formation of the joint venture, the Company had a total of $400,000 of long-term debt due equally to SCOA and Compagnie Financiere Michelin SCmA ("CFM"). The Company also executed two credit facilities with SCOA and CFM for $100,000 each, respectively, (Note 11). As of March 31, 2023 and 2022, the balances of these loans are $200,000 and $200,000, respectively.

The Company also had accrued interest as of March 31, 2023 and 2022 of approximately $3,296 and $1,138, respectively, due to SCOA and CFM, $1,648 and $569, respectively, to each party, which is included in due to parents and affiliates in the accompanying consolidated balance sheets.

The Company has an income tax receivable from parents of $0 and $714 as of March 31, 2023 and 2022, respectively included in other current assets. The majority of the receivable balance is from SCOA related to the tax sharing agreement prior to the joint venture transaction which has been fully paid during fiscal year 2022.

Delivery commissions earned through our 'express' order arrangement with MNAI totaled approximately $75,845 and $74,370 of consolidated net revenues for the years ended March 31, 2023 and 2022, respectively. As of March 31, 2023 and 2022, the accounts receivable balance resulting from these sales was $24,188 and $43,622, respectively, and was reflected as a reduction to the account payable balance due to MNAI primarily for tire purchases and is included in the accompanying consolidated balance sheets within due to parents and affiliates.

During Fiscal 2022 and 2021, the Company purchased inventory from MNAI, Sumitomo Rubber Industries, Inc. ("SRI"), a SCOA affiliated entity, and SCOA. Additionally, the Company purchased customs brokerage services from Sumisho Global Logistics, a SCOA affiliated entity. Inventory purchased from MNAI includes purchases sold under the fulfillment order arrangement.

The following table provides information for each:

	Related Party	Fiscal 2022	Fiscal 2021
Inventory purchases	MNAI	$ 1,612,894	$ 1,626,216
Inventory purchases	Sumitomo Corporation	183,158	250,987
Inventory purchases	SCOA	-	131
		$ 1,796,052	$ 1,877,334

(USD in thousands, unless otherwise noted)

The Company has certain payables with related parties, which are included in due to parents and affiliates in the accompanying consolidated balance sheets as of March 31, 2023 and March 31, 2022, as follows:

	Related Party	2023	2022
Inventory purchases	MNAI	$ 221,959	$ 189,496
Inventory purchases	Sumitomo Corporation	57,829	113,089
Interest payable	SCOA	1,648	569
Interest payable	CFM	1,648	569
		$ 283,084	$ 303,723

Major Supplier
During Fiscal 2022 and 2021, the Company had one major supplier, MNAI, which represented approximately 30.4% and 30.0%, respectively, of the Company's inventory purchases.

7. Other Assets

Other assets consist of the following as of March 31, 2023 and 2022:

	2023	2022
Prepaid expenses	$ 7,950	$ 9,170
Income tax receivable from parents	-	714
Income tax receivable - non parent	14,662	-
Other assets	4,665	9,774
Total other assets - current	$ 27,277	$ 19,658
Deposits	$ 2,172	$ 2,178
Deferred compensation	10,560	13,746
Other assets	19,344	13,520
Total other assets - noncurrent	$ 32,076	$ 29,444

(USD in thousands, unless otherwise noted)

8. Property and Equipment

Property and equipment, net consist of the following as of March 31, 2023 and 2022:

	2023	2022
Land	$ 55,028	$ 57,934
Building and leasehold improvements	131,112	134,437
Furniture and equipment	356,921	347,363
	543,061	539,734
Less: Accumulated depreciation	(286,472)	(249,967)
Property and equipment, net	$ 256,589	$ 289,767

Depreciation expense of $52,208 and $63,704 was recognized related to property and equipment for the years ended March 31, 2023 and 2022, respectively.

9. Goodwill and Intangible Assets

Goodwill

The changes in the carrying amount of goodwill during Fiscal 2022 and 2021 are as follows:

Balance as of March 31, 2021	$ 34,682
Activity during the year	
Effect of foreign currency translation	-
Balance as of March 31, 2022	34,682
Activity during the year	
Effect of foreign currency translation	-
Balance as of March 31, 2023	$ 34,682

(USD in thousands, unless otherwise noted)

Acquired Intangible Assets

The carrying amount of intangible assets as of March 31, 2023 and March 31, 2022 is as follows:

	2023			
	Weighted Average Amortization Period	Gross Carrying Amounts	Accumulated Amortization	Net Carrying Amount
Trademarks	30 years	$ 324,999	$ (54,166)	$ 270,833
Franchise agreements	25 years	29,500	(5,833)	23,667
Customer lists	20 years	162,700	(40,675)	122,025
Exclusivity agreement	25 years	23,801	(4,970)	18,831
Internally developed software	10 years	3,710	(2,676)	1,034
Other intangible assets	4 years	21	(7)	14
		$ 544,731	$ (108,327)	$ 436,404

	2022			
	Weighted Average Amortization Period	Gross Carrying Amounts	Accumulated Amortization	Net Carrying Amount
Trademarks	30 years	$ 324,999	$ (43,333)	$ 281,666
Franchise agreements	25 years	29,500	(4,650)	24,850
Customer lists	20 years	162,700	(32,540)	130,160
Exclusivity agreement	25 years	23,801	(3,950)	19,851
Internally developed software	10 years	2,000	(792)	1,208
Other intangible assets	4 years	22	(5)	17
		$ 543,022	$ (85,270)	$ 457,752

Aggregate amortization expense for amortizing intangible assets was $21,548 and $23,025 for the years ended March 31, 2023 and 2022, respectively.

The total estimated amortization expense of intangible assets in each of the next 5 years and thereafter is as follows:

Fiscal year	
2023	$ 22,488
2024	22,484
2025	22,484
2026	22,484
2027	22,484
Thereafter	323,980
	$ 436,404

(USD in thousands, unless otherwise noted)

The carrying amount of leasehold interest as of March 31, 2023 and March 31, 2022 is as follows:

	2023		
	Gross Carrying Amounts	Accumulated Amortization	Net Carrying Amount
Total favorable leasehold interest	$ 8,093	$ (5,530)	$ 2,563
Total unfavorable leasehold interest	(23,178)	14,958	(8,220)
Total net unfavorable leasehold interest	$ (15,085)	$ 9,428	$ (5,657)

	2022		
	Gross Carrying Amounts	Accumulated Amortization	Net Carrying Amount
Total favorable leasehold interest	$ 13,718	$ (6,105)	$ 7,613
Total unfavorable leasehold interest	(24,383)	13,434	(10,949)
Total net unfavorable leasehold interest	$ (10,665)	$ 7,329	$ (3,336)

The Company presents its unfavorable leasehold interest, net of favorable, in the accompanying consolidated balance sheets as of March 31, 2023 and 2022 as follows:

	2023	2022
Accrued expenses and other liabilities	$ (1,122)	$ (914)
Other noncurrent liabilities	(4,535)	(2,422)
Total net unfavorable leasehold interest	$ (5,657)	$ (3,336)

Amortization for leasehold interests was $(1,512) and $(1,644) for the years ended March 31, 2023 and 2022, respectively.

(USD in thousands, unless otherwise noted)

The total estimated amortization of leasehold interests in each of the next 5 years and thereafter is as follows:

Fiscal year	
2023	$ (1,122)
2024	(911)
2025	(705)
2026	(654)
2027	(456)
Thereafter	(1,809)
	$ (5,657)

10. Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities consists of the following as of March 31, 2023 and 2022:

	2023	2022
Workers' compensation reserve - current	$ 6,732	$ 6,112
General insurance reserve - current	5,917	5,731
Deferred revenue - current	1,352	1,563
National marketing fund - current	17,201	20,584
Real estate taxes - current	2,826	4,260
Health insurance reserve - current	3,048	3,025
Other accruals - current	38,936	50,875
	$ 76,012	$ 92,150

11. Debt

Debt consists of the following as of March 31, 2023 and 2022:

(a) Revolving Credit Facility

The Company entered into a revolving credit facility on July 27, 2018 with a third-party financial institution. The credit facility was amended on October 28, 2022 to extend the expiration date to July 26, 2024. The current capacity of the credit facility is $300 million with the base rate based on 'prime rate' for the daily revolving needs and monthly loans at 'SOFR' plus a spread of 125 basis points. A specific annual interest rate of 1.25% is applied for letters of credit dedicated amounts. There are commitment fees for unused balances at a fixed rate of 0.20%. The revolving credit facility is asset-based and collateralizes a portion of U.S. Inventories and AR. Available amounts that can be borrowed at any given time are based on percentages of certain outstanding U.S. accounts receivable, credit card receivables, and inventory. The revolving credit facility is subject to certain financial covenant requirements. The Company will maintain a Fixed Charge Coverage Ratio, calculated for each twelve month period ending on the first day of any Covenant Testing Period and the last day of each fiscal month occurring until the end of any Covenant Testing Period (including the last day thereof), in each case of at least 1.00 to 1.00.

(USD in thousands, unless otherwise noted)

As of March 31, 2023 and 2022, the Company had approximately $273,892 and $274,792, respectively, available to borrow under the credit facility. In addition, the Company had approximately $26,108 and $25,208 representing outstanding standby letters of credit as of March 31, 2023 and 2022, respectively. These letters of credit relate to performance and payment guarantees with certain vendors.

(b) Line of Credit Facilities

On April 5, 2018, the Company executed two credit facilities with SCOA and CFM for $100,000 each, respectively. On June 8, 2020, credit facilities were executed with SCOA and CFM for $100,000 each, which both matured on June 8, 2022. Both credit facilities have an interest rate equal to LIBOR plus 459 basis points and a commitment fee of 153 basis points per annum charged on the undrawn and current amount of the facilities, payable quarterly in arrears. The outstanding balance for both facilities was $0 as of March 31, 2022.

The Company's wholly owned subsidiary, TBC de Mexico, has several working capital revolver credit lines with various lenders up to $33,293 at 'TIIE' rate +200 basis points with each tranche maturing 365 days from issuance. As of March 31, 2023 and 2022, the Company had $0 and $1,993, respectively, included within the current portion of other long-term debt in the accompanying consolidated balance sheets. In addition, the Company had approximately $6,700 representing outstanding standby letters of credit as of March 31, 2023 and 2022, respectively. These letters of credit relate to performance and payment guarantees with certain vendors.

The Company's wholly owned subsidiary, TBC Retail, has a financing arrangement for equipment that matures in May 2023. As of March 31, 2023 and 2022, the Company had $163 and $464, respectively, included within the current liabilities of discontinued operations in the accompanying consolidated balance sheets.

(c) Term Loans

The Company has two respective term loans with SCOA and CFM as of the JV formation date maturing April 5, 2023. Each of the two term loans includes long term periodic floating interest of Libor plus a spread of 220 basis points. As of March 31, 2023 and 2022, the effective interest rate was 5.2% and 2.8%. In June 2021 and December 2021, TBC repaid to each shareholder $50,000, respectively, reducing the total term loan debt from $400,000 to $200,000, which was subsequently paid in full, April 5, 2023. The balances of the term loans were $100,000 due to each of SCOA and CFM to combine to a total term loan balance of $200,000 as of March 31, 2023 and 2022, which is included in current portion of long-term debt, parents as of March 31, 2023 and long-term debt, parents as of March 31, 2022 in our consolidated balance sheets. No breakage fees nor anticipated payment fees were applied as agreed upon by shareholders.

(d) Intercompany loans

The Company's wholly owned subsidiary, TBC de Mexico, has an intercompany credit facility with TBC Services for up to $25,000 maturing 365 days after loan date. As of March 31, 2023 and 2022, the amounts drawn on the facility totaled $18,500 and $20,000, respectively, at a fixed annual interest rate of 7%.

(USD in thousands, unless otherwise noted)

The Company's wholly owned subsidiary, Midas Inc., has an intercompany loan with Midas Canada Inc. As of March 31, 2023 and 2022, the outstanding loan balance was $0 and $6,999, respectively, at a fixed annual interest rate of 5%, which fully eliminates in consolidation.

The Company's wholly owned subsidiary, TBC Corporation, has two intercompany loans with TBC Holdings LLC for $375,000 each or a total of $750,000. As of March 31, 2023 and 2022, the outstanding balance on the loan had a combined $750,000 and $0, respectively, at an annual interest rate of SOFR + 230 basis points, which fully eliminates in consolidation.

The Company's wholly owned subsidiary, TBC Guatemala, has an intercompany loan with TBC de Mexico. As of March 31, 2023 and 2022, the outstanding balance on the loan was $3,850 and $3,850, respectively, at a fixed annual interest rate of 7% which fully eliminates in consolidation.

All intercompany loans eliminate upon consolidation.

Long-term debt obligations are summarized as follows:

	2023	2022
Term loan facilities	$ 200,000	$ 200,000
Notes payable	-	1,993
Total debt	200,000	201,993
Less: Current portion	200,000	1,993
Total long-term debt	$ -	$ 200,000

12. Leases

Leases as Lessee
The Company lease certain real estate, equipment, vehicles, furniture, and property yards under various third-party operating and finance lease agreements. The leases are non-cancelable and expire on various terms through September 2043. The amount in the tables below for the period ending March 31, 2022 does not yet reflect payments for two leases that have not yet commenced in the amount of $5,400.

The following tables present information about and the components of our right-of-use assets and liabilities related to leases and their classification in our consolidated balance sheet at March 31, 2023 and 2022:

(USD in thousands, unless otherwise noted)

Lease Counts

	2023			
	Finance	**Operating**	**Mixed**	**Total**
Opening Lease Count	89	902	8	999
Leases Added	59	195	-	254
Leases Expired/Cancelled	25	165	-	190
Closing Lease Count	123	932	8	1,063

	2022			
	Finance	**Operating**	**Mixed**	**Total**
Opening Lease Count	123	932	8	1,063
Leases Added	916	8	-	924
Leases Expired/Cancelled	42	142	1	185
Closing Lease Count	997	798	7	1,802

The components of lease costs for the year ended March 31, 2023 and 2022, were as follows:

	2023	**2022**
Operating lease cost[1]	$ 110,211	$ 117,101
Finance lease cost:	15,448	8,821
Amortization of right-of-use assets	12,522	7,605
Interest on lease liabilities	2,926	1,216
Variable lease cost:	9,716	13,566
Sublease income	(40,142)	(44,659)
Total lease expense	$ 95,233	$ 94,829

[1] Includes short-term leases, which are immaterial.

The following table includes the weighted-average lease terms and discount rates for operating and finance leases as of March 31, 2023 and 2022:

	2023	**2022**
Weighted average remaining lease term:		
Operating leases	6.52 years	7.16 years
Finance leases	5 years	6.61 years
Weighted average discount rate		
Operating leases	4.57%	4.44%
Finance leases	5.41%	5.04%

(USD in thousands, unless otherwise noted)

Maturities of operating and finance lease liabilities were as follows:

	2023		
Year ended March 31	**Operating Lease**	**Finance Lease**	**Total**
2024	$ 101,729	$ 19,707	$ 121,436
2025	91,014	18,921	109,935
2026	79,090	18,475	97,565
2027	59,295	17,924	77,219
2028	48,238	7,287	55,525
Thereafter	125,028	5,963	130,991
Total lease payments	504,394	88,277	592,671
Less: Liability accretion / imputed interest	(73,071)	(11,346)	(84,417)
Total lease liabilities	431,323	76,931	508,254
Less: Current lease liabilities	(84,350)	(15,816)	(100,166)
Total long-term lease liabilities	$ 346,973	$ 61,115	$ 408,088

Leases as Lessor
The Company as part of its core business leases retail space to its customers by executing lease agreements as described in Note 2.

Operating lease agreements
Principally, all rental income is the result of lease agreements with franchisees and is recognized on a straight-line basis over the lease term.

The income earned from operating leases for the years ended March 31, 2023 and 2022 was as follows:

	2023	2022
Rental Income - straight line lease payments	$ 39,455	$ 41,133
Rental income - variable lease payments	15,530	19,256
Total rental income - Operating Leases	$ 54,985	$ 60,389

(USD in thousands, unless otherwise noted)

As of March 31, 2023, the maturity analysis of the lease payments to be received under ASC 842 on an annual basis was as follows:

Year ended March 31	Owned Property	Subleased Property	Totals
2024	$ (9,452)	$ (25,684)	$ (35,136)
2025	(8,862)	(23,034)	(31,896)
2026	(8,409)	(19,842)	(28,251)
2027	(7,965)	(12,268)	(20,233)
2028	(7,809)	(7,017)	(14,826)
Thereafter	(71,241)	(17,105)	(88,344)
Total lease payments	$ (113,738)	$ (104,950)	$ (218,688)

13. Income Taxes

Income tax expense (benefit) for the years ended March 31, 2023 and 2022 was as follows:

	2023	2022
Current		
Federal	$ (3,862)	$ 8,545
State	1,362	3,619
Foreign	2,439	4,581
Current income tax (benefit) provision	(61)	16,745
Deferred		
Federal	(6,145)	3,878
State	(1,630)	(316)
Foreign	(506)	250
Deferred income tax (benefit) provision	(8,281)	3,812
Income tax (benefit) provision	$ (8,342)	$ 20,557

The provision for income taxes differs from the statutory federal rate of 21% mainly due to state taxes, taxation of foreign income and tax credits.

(USD in thousands, unless otherwise noted)

The major components of deferred tax assets and liabilities in the accompanying consolidated balance sheets are summarized as follows:

	2023	2022
Deferred tax assets		
Allowance for doubtful accounts	1,199	$ 1,472
Warranty-related reserves	3,150	3,069
Insurance-related accruals	8,799	8,808
Compensation and retirement-related accruals	6,218	5,189
Deferred revenue	5,124	3,459
Inventories	11,850	16,159
Loss carryforwards and tax credits	31,985	29,458
Right of Use Liability	227,881	245,865
Environmental accrual	995	1,059
Other	-	1,164
Total gross deferred tax assets	297,201	315,702
Less: Valuation allowance	(16,537)	(14,549)
Net deferred tax assets	280,664	301,153
Deferred tax liabilities		
Intangible assets	(113,672)	(115,849)
Property and equipment	(62,626)	(69,307)
Operating lease asset	(232,286)	(233,524)
Foreign partnership investment basis difference	(4,245)	(3,539)
Other	(1,679)	-
Total deferred tax liabilities	(414,508)	(422,219)
Net deferred tax liabilities	$ (133,844)	$ (121,066)
Consolidated balance sheet presentation		
Noncurrent deferred tax assets, net	1,721	$ 1,428
Noncurrent deferred tax liabilities, net	(135,565)	(122,494)
Net deferred tax liabilities	$ (133,844)	$ (121,066)

In assessing the realization of the Company's deferred tax assets, the Company considers whether it is more likely than not the deferred tax assets will be realized. The ultimate realization of the Company's deferred income tax assets depends upon generating future taxable income during the periods in which the temporary differences become deductible and before the net operating loss carryforwards expire. The Company evaluates the recoverability of the deferred tax assets by assessing the need for a valuation allowance. After consideration of all of the evidence, the Company has determined that a valuation allowance of approximately $16,537 and $14,549 is necessary as of March 31, 2023 and March 31, 2022, respectively. The net change in the valuation allowance was $1,988 for the year ended March 31, 2023.

The Company had $382,643 and $384,533 of gross state net operating loss carryforwards as of March 31, 2023 and March 31, 2022. The Company has determined that a valuation allowance of

approximately $172,326 and $194,607 is necessary against the balance of gross state net operating loss carryforwards. State loss carryforwards expire in various years between 2022 through 2037 with certain net operating losses having an unlimited carryforward period. The Company had $3,027 and $2,365 of Canadian net operating loss carryforwards as of March 31, 2023 and March 31, 2022. These losses can be carried forward 20 years and will expire between 2029 and 2037.

The Company had $8,699 and $4,552 of gross federal tax credit carry forwards with valuation allowances of $8,699 and $4,552 as of March 31, 2023 and March 31, 2022. These credits can be carried forward up to 20 years and will expire between 2029 and 2038.

As of March 31, 2023 and March 31, 2022, withholding taxes and income taxes on basis differences were not provided on the Company's Canadian foreign subsidiaries, as the Company has invested or expects to invest the undistributed earnings indefinitely. If in the future these entities are sold or dividends are paid then additional tax provisions may be required. It is not practical to determine the amount of unrecognized deferred tax liabilities on the undistributed earnings.

The U.S. tax provision for the period beginning April 5, 2018 and non-U.S. tax provisions for all periods have been determined on a stand-alone basis affiliate. The Company is open to future examinations by the IRS for tax years 2017 through 2019. The Company and its subsidiaries' state income tax returns are open to audit under the statute of limitations for the years 2015 through 2019. The Company and its subsidiaries' foreign income tax returns are open to audit under the statute of limitations for the years 2009 through 2019.

ASC Subtopic 740 10, *Income Taxes* ("ASC 740"), provides that a tax benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits. Income tax positions must meet a more likely than not recognition threshold at the effective date to be recognized upon the adoption of ASC 740 and in subsequent periods. This interpretation also provides guidance on measurement, derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. The Company recognizes interest and penalties accrued related to unrecognized tax benefits as components of the income tax provision and recognized expenses of $11 and $23 for the years ended March 31, 2023 and 2022, respectively. As of March 31, 2023 and 2022, the liability for uncertain tax positions, including interest and penalties, is recorded in the accompanying consolidated balance sheets within other current liabilities.

(USD in thousands, unless otherwise noted)

The following table summarizes the activity related to the Company's unrecognized tax benefits, exclusive of interest and penalties:

Balance at March 31, 2021	$	603
Additions based on tax positions related to the current year		753
Additions for tax positions of prior years		161
Reductions for tax positions of prior years		-
Statute expirations		(30)
Settlements		(294)
Balance at March 31, 2022		1,193
Additions based on tax positions related to the current year		468
Additions for tax positions of prior years		-
Reductions for tax positions of prior years		24
Statute expirations		(272)
Settlements		-
Balance at March 31, 2023	$	1,413

14. Retirement Plans - 401(k) Plans

The Company maintains employee savings plans under Section 401(k) of the Internal Revenue Code. Eligible employees are permitted to make tax-deferred contributions from 1% to 85% of their eligible pay, subject to certain IRS limitations. Contributions are typically made by the Company to the 401(k) plans based on specified percentages of eligible employee contributions but may also include discretionary contributions. TBC contributions are fully and immediately vested. Expenses recorded for the Company's contributions totaled $6,259 and $6,541 for the years ended March 31, 2023 and 2022, respectively, which are included in selling, administrative and retail store expenses.

15. Other Benefit Plans

Long-Term Incentive Plans

As of April 1, 2018, the Company established the Long-Term Incentive Compensation Plan "the Plan". The Plan is administered by the Nominations and Compensation Committee of the board of managers and allows for grants of Long-Term Incentive Awards. The Plan's Performance Measurement period is three consecutive fiscal years over which the awards vest and are payable at the end of the third and final fiscal year (certain exceptions are applicable for death, retirement, disability, or a change in control). Targeted Incentive Awards are based upon specified corporate financial metrics. Performance measures and relative weights are set annually.

The Company recorded a liability of $4,581 and $9,346 as of March 31, 2023 and 2022, respectively, in the accompanying consolidated financial statements related to this plan. Bonus income of $831 and bonus expense of $7,373 was recorded for the years ended March 31, 2023 and 2022, respectively, which was classified within selling, administrative, and retail store expenses in the accompanying consolidated statements of operations and comprehensive income.

(USD in thousands, unless otherwise noted)

Deferred Compensation Plan
The Company adopted the TBC Holdings, LLC Deferred Compensation Plan, which allows certain key employees to defer up to 80% of their base salary and/or 100% of their bonuses on a tax deferred basis. All deferral elections are required to be made prior to the beginning of the respective plan year. Participants receive returns on amounts they deferred based on investment elections they make, which are added to their deferrals. Deferrals into the Plan and any related earnings are 100% vested. The Company purchased life insurance contracts that may be used to fund the Company's obligation under this plan. As of March 31, 2023 and 2022, the Company had a liability of $7,444 and $7,408 and an asset of $10,351 and $13,503, respectively, recorded in the accompanying consolidated balance sheets related to this plan. The related asset is included in other assets and the liability is included in other noncurrent liabilities within the accompanying consolidated balance sheet.

16. Financial Guarantees and Credit Risks

From time to time, the Company's franchise business unit provides certain financial guarantees associated with franchisee's real estate leases and certain financing items. Although the guarantees were issued in the normal course of business to meet the financing needs of its franchisees, they may represent credit risk in excess of the amounts reported in the consolidated balance sheets. As of March 31, 2023 and 2022, there were no contractual amounts owed as it related to these guarantees to the Company by any franchisee or by the Company on behalf of any franchisee. These various guarantees that are in place have remaining terms that range from 1 to 16 years.

17. Commitments and Contingencies

The Company is involved in various legal proceedings, which are routine to the conduct of its business. None of the ongoing legal claims against the Company had a material impact to the financial results as of and for the year ended March 31, 2023 and March 31, 2022, nor does the Company believe that any such litigation will have a material adverse effect on its consolidated financial position or results of operations in future periods.

18. Subsequent Events

The Company has reviewed and evaluated material subsequent events from the balance sheet date as of March 31, 2023 through the financial statement issuance date, or May 30, 2023.

TBC Holdings, LLC and Subsidiaries

(A Joint Venture of Michelin North America, Inc. and Sumitomo Corporation of Americas)

Consolidated Financial Statements

March 31, 2022 and 2021

TBC Holdings, LLC and Subsidiaries
(A Joint Venture of Michelin North America, Inc. and Sumitomo Corporation of Americas)
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Report of Independent Auditors

To the Management of TBC Holdings, LLC

Opinion

We have audited the accompanying consolidated financial statements of TBC Holdings, LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of March 31, 2022 and 2021, and the related consolidated statements of statement of operations and comprehensive income (loss), of members' equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of March 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it accounts for leases due to the adoption of ASC Topic 842 for the year ended March 31, 2022. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud

may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the andit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Hallandale Beach, Florida
May 27, 2022

TBC Holdings, LLC and Subsidiaries
(A Joint Venture of Michelin North America, Inc. and Sumitomo Corporation of Americas)
Consolidated Balance Sheets
March 31, 2022 and 2021

(USD in thousands)	2022	2021
Assets		
Current assets		
Cash	$ 48,014	$ 299,251
Accounts and notes receivable, net of allowance for doubtful accounts of $7,182 and $9,094	380,732	328,368
Inventories, net	1,454,670	1,093,954
Assets held for sale	4,521	5,043
Other current assets	27,846	49,653
Total current assets	1,915,783	1,776,269
Property and equipment, net	388,354	428,595
Finance lease assets, net	58,875	51,522
Operating lease assets, net	920,582	-
Intangible assets, net	492,412	530,402
Goodwill	45,183	45,183
Other assets	34,690	40,831
Total assets	$ 3,855,879	$ 2,872,802
Liabilities and members' equity		
Current liabilities		
Accounts payable	$ 563,025	$ 506,464
Due to parents and affiliates	303,723	258,548
Accrued expenses and other liabilities	147,989	134,124
Accrued payroll and related costs	77,113	80,047
Accrued freight	155,422	73,802
Current portion of other long term debt	2,474	177
Current portion of finance lease liabilities	7,405	9,561
Current portion of operating lease liabilities	154,722	-
Total current liabilities	1,411,873	1,062,723
Long-term debt, parents	200,000	400,000
Other noncurrent liabilities	52,439	102,932
Long-term finance lease liabilities	57,134	47,321
Long-term operating lease liabilities	816,680	-
Deferred income taxes	122,494	116,885
Total liabilities	2,660,620	1,729,861
Commitments and contingencies (Note 11 and 16)		
Members' equity		
Members' investment	1,265,600	1,265,600
Accumulated other comprehensive income (loss)	632	(1,246)
Retained deficit	(70,973)	(121,413)
Total members' equity	1,195,259	1,142,941
Total liabilities and members' equity	$ 3,855,879	$ 2,872,802

The accompanying notes are an integral part of these consolidated financial statements.

TBC Holdings, LLC and Subsidiaries

(A Joint Venture of Michelin North America, Inc. and Sumitomo Corporation of Americas)

Consolidated Statements of Operations and Comprehensive Income (Loss)

Years Ended March 31, 2022 and 2021

(USD in thousands)	2022	2021
Net revenues	$ 4,456,495	$ 3,737,468
Costs and expenses		
Cost of sales	2,991,416	2,530,005
Selling, administrative, and retail store expenses	1,360,542	1,230,790
Assets held for sale impairment	-	5,243
Total costs and expenses	4,351,958	3,766,038
Gain on sale of business operations	-	9,205
Impairment on closure of business	(15,554)	-
Income (loss) from operations	88,983	(19,365)
Other income and expenses		
Interest expense, net	(15,266)	(17,846)
Other income, net	266	4,949
Income (loss) before income taxes	73,983	(32,262)
Income tax provision (benefit)	23,959	(3,225)
Net income (loss)	50,024	(29,037)
Other comprehensive income (loss), net of tax		
Foreign currency translation adjustments	1,878	6,684
Net comprehensive income (loss)	$ 51,902	$ (22,353)

The accompanying notes are an integral part of these consolidated financial statements.

TBC Holdings, LLC and Subsidiaries
(A Joint Venture of Michelin North America, Inc. and Sumitomo Corporation of Americas)
Consolidated Statements of Members' Equity
Years Ended March 31, 2022 and 2021

(USD in thousands)	Members' Investment	Accumulated Other Comprehensive (Loss) Income	Retained (Deficit) Earnings	Total Members' Equity
Balances at March 31, 2020	$ 1,265,600	$ (7,930)	$ (92,376)	$ 1,165,294
Foreign currency translation adjustments, net of tax	-	6,684	-	6,684
Net loss	-	-	(29,037)	(29,037)
Balances at March 31, 2021	1,265,600	(1,246)	(121,413)	1,142,941
Foreign currency translation adjustments, net of tax	-	1,878	-	1,878
Lease accounting adoption	-	-	416	416
Net income	-	-	50,024	50,024
Balances at March 31, 2022	$ 1,265,600	$ 632	$ (70,973)	$ 1,195,259

The accompanying notes are an integral part of these consolidated financial statements.

TBC Holdings, LLC and Subsidiaries
(A Joint Venture of Michelin North America, Inc. and Sumitomo Corporation of Americas)
Consolidated Statements of Cash Flows
Years Ended March 31, 2022 and 2021

(USD in thousands)	2022	2021
Cash flows from operating activities		
Net income (loss)	$ 50,024	$ (29,037)
Adjustments to reconcile net income (loss) to net cash provided by operating activities		
Depreciation	80,379	95,808
Amortization of intangible assets	24,426	30,021
Amortization of finance lease assets	10,101	-
Amortization of operating lease assets	162,169	-
Provision for doubtful accounts and notes	1,953	(1,408)
Gain on sale of business operations	-	(9,205)
Loss on disposal of property and equipment and store closures	1,488	2,599
Impairment on closure of business	15,554	-
Deferred income taxes	5,460	(8,684)
Assets held for sale impairment	-	5,243
Foreign currency transactions	1,670	2,896
Changes in operating assets and liabilities		
Accounts and notes receivable	(53,499)	(38,920)
Inventories	(358,105)	87,814
Other current assets	20,222	2,906
Other assets	6,484	(2,720)
Accounts payable	55,049	272,454
Due to parents and affiliates	45,175	(14,365)
Accrued expenses and other liabilities	17,030	(13,884)
Accrued payroll and related costs	(2,989)	39,706
Accrued freight	81,620	50,527
Lease liabilities	(158,191)	-
Other noncurrent liabilities	(6,859)	11,811
Net cash (used in) provided by operating activities	(839)	483,562
Cash flows from investing activities		
Purchases of property and equipment	(44,687)	(66,842)
Proceeds from sale of business operations	-	20,000
Proceeds from sale leasebacks	-	4,418
Proceeds from dispositions of property and equipment	2,336	2,145
Net cash used in investing activities	(42,351)	(40,279)
Cash flows from financing activities		
Proceeds from TBC de Mexico bank loans	7,460	55,439
Payments under TBC de Mexico bank loans	(5,578)	(80,671)
Proceeds from revolving facility	171,571	931,948
Payments under revolving facility	(171,549)	(1,098,187)
Payments of long-term debt, parents	(200,000)	-
Payments of finance leases	(10,209)	(8,371)
Net cash used in financing activities	(208,305)	(199,842)
Effect of exchange rate on cash	258	(491)
Net (decrease) increase in cash	(251,237)	242,950
Cash balances		
Beginning of year	299,251	56,301
End of year	$ 48,014	$ 299,251
Supplemental disclosures of cash flow information		
Cash paid for interest, net of capitalized interest	$ 11,826	$ 16,550
Cash (received) paid for income taxes, net	(3,950)	1,427
Leased assets obtained in exchange for new finance lease liabilities	17,454	14,094
Leased assets obtained in exchange for new operating lease liabilities	1,084,350	-
Purchases of property and equipment from total current liabilities	3,797	4,230

The accompanying notes are an integral part of these consolidated financial statements.

(USD in thousands, unless otherwise noted)

1. Nature of Business and Basis of Presentation

Operations

TBC Holdings, LLC and subsidiaries ("Holdings" or the "Company") is one of the United States' largest independent marketers of tires for the automotive replacement market. The Company's operating activities are comprised of its retail, franchise, and wholesale divisions. The Company operates or acts as a franchisor of retail tire and automotive service centers throughout the United States of America, Canada, Europe, and other countries under the following trade names: Tire Kingdom, National Tire & Battery, Big O Tires ("Big O") and Midas. The Company operates as a wholesaler of tire and automotive parts primarily in the United States of America, Canada, and Mexico under the following trade names: TBC Brands, NTW, and TBC de Mexico. As of March 31, 2022, the Company had a total 2,254 retail locations consisting of 653 Company-operated, 2 mobile operations and 1,599 franchised stores. The Company operated 156 warehouse locations as of March 31, 2022. As of March 31, 2021, the Company had a total 2,269 retail locations consisting of 666 Company-operated, 2 mobile operations and 1,601 franchised stores. The Company operated 159 warehouse locations as of March 31, 2021.

Ownership Structure

On January 2, 2018, a definitive merger agreement was entered into between Michelin North America, Inc. ("MNAI") and Sumitomo Corporation of Americas ("SCOA"), also referred to as ("Members") to form a joint venture under the name of TBC Holdings, LLC and Subsidiaries. The joint venture formed through SCOA contributing TBC Corporation ("TBC") to Holdings for 50% joint venture ownership and MNAI contributing Tire Centers, LLC ("TCi"), its wholesale company, and $457.4 million in cash for 50% joint venture ownership.

On April 5, 2018, the joint venture transaction closed and the Members entered into an operating agreement, which provides each Member 50% of the Membership Interest in Holdings. Each Member shall be liable only to make such Member's capital contribution to the Company and certain other payments expressly provided within the operating agreement. The Company is to be managed by a joint Board of Managers (the "Board"), consisting of three designated MNAI managers and three designated SCOA managers.

Definition of Fiscal Year

As used in these consolidated financial statements and related notes to consolidated financial statements, "Fiscal 2020," refers to the year ended March 31, 2021, and "Fiscal 2021", "Fiscal 2022", "Fiscal 2023" and "Fiscal 2024" refer to the years ending March 31, 2022, 2023, 2024, and 2025, respectively.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of TBC Holdings, LLC and its wholly owned subsidiaries. All intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates
The consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. The preparation of such consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, and expenses, as well as certain consolidated financial statement disclosures.

Actual results could differ from those estimates. Significant estimates relate primarily to the realizability of accounts receivable, inventory excess and obsolescence reserves, and impairment assessments of intangible assets, goodwill, lease assets and long-lived assets.

Cash and Cash Equivalents
The Company's cash consists of balances in the Company's operating bank accounts. The Company maintains cash in financial institutions insured by the Federal Deposit Insurance Corporation. All highly liquid investments with an original maturity of three months or less are considered cash equivalents.

Accounts and Notes Receivables and Allowance for Doubtful Accounts
As of March 31, 2022 and 2021, the Company's accounts and notes receivable included approximately 89% of domestic and 11% of international, customer accounts, which vary in terms and become due periodically until Fiscal 2023. The long-term portion of notes receivable is included in other assets within the accompanying consolidated balance sheets. The Company maintains an allowance for doubtful accounts and notes for estimated losses resulting from the inability of its customers to make required payments. The allowance is based upon review of the overall condition of receivable balances, both trade accounts and notes receivable, and review of past-due accounts. Receivables determined to be uncollectible are charged against the established allowance. The Company evaluated its allowance for doubtful accounts as of March 31, 2022 and 2021, and determined that the amounts were adequate, based on facts and conditions known at that time and evaluation of current economic conditions domestically and internationally. If the financial condition of the Company's customers were to deteriorate in such a way as to impair their ability to make payments, additional allowances may be required. For the years ended March 31, 2022 and 2021, bad debt expense is $1,847 and $6,043, respectively.

Inventories
Inventories, consisting of tires and other automotive products held for resale, are valued at the lower of cost and net realizable value, under the weighted average cost method. In addition, certain vendor allowances that are related to inventory purchases are considered to reduce the product cost. The Company adjusts its inventory for slow-moving and discontinued products. Any adjustments are evaluated and determined based upon current market conditions, aging of inventories, and product offering changes.

Concentrations of Credit Risk
The Company performs ongoing credit evaluations of its customers, primarily wholesale and retail-franchisees, and typically requires some form of security, including collateral, guarantees, or other documentation. The Company maintains allowances for potential credit losses.

The Company maintains cash balances with financial institutions with high credit ratings. The Company has not experienced any losses with respect to bank balances in excess of government-provided insurance.

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash deposits in excess of FDIC-insured limits. In addition, the Company invests excess funds in an overnight investment account with Wells Fargo Bank, N.A. While the funds in

the overnight investment account are not federally insured, the account selected by the Company invests only in government-backed securities.

Property and Equipment
Depreciation and amortization are computed using the straight-line method, over the lesser of the useful life or, in the case of leasehold improvements, the lease term of the asset. The useful life for buildings and leasehold improvements ranges from 7 to 40 years or coincides with the respective lease terms. Furniture and equipment, which include computer hardware and software, typically have useful lives of 3 to 10 years. Amounts expended for repairs and maintenance are charged to operations as incurred, and expenditures for major renewals and betterments are capitalized.

The Company applied Accounting Standards Codification ("ASC") Subtopic 350-40, *Internal-Use Software*, to certain software development costs and capitalized approximately $21,954 and $27,539 as of March 31, 2022 and 2021, respectively, which have been placed in service and included in the accompanying consolidated balance sheets in furniture and equipment. The useful life of capitalized software varies between 3 to 10 years. The Company capitalized certain software not yet placed in service of approximately $1,208 and $1,855 as of March 31, 2022 and 2021, respectively, which is included in the accompanying consolidated balance sheets in property and equipment; however, it is not being depreciated.

Goodwill
The Company elected to early adopt Accounting Standards Update ("ASU") 2017-04, *Intangibles-Goodwill and Other* (Topic 350) as of March 31, 2020. The ASU modifies the measurement of a goodwill impairment loss from the portion of the carrying amount of goodwill that exceeds its implied fair value to the excess of the carrying amount of a reporting unit that exceeds its fair value. This eliminates step two of the goodwill impairment test under current guidance

The Company performs its annual impairment assessment of its three reporting units as of September 30 of each fiscal year unless circumstances dictate more frequent assessments. For the year ended March 31, 2022 and 2021, the Company performed its annual impairment assessment and determined there was no impairment of goodwill.

Long-Lived Assets
The Company periodically reviews the recoverability of intangible and other long-lived assets. If facts or circumstances indicate the possibility of impairment, the Company will prepare a projection of the undiscounted future cash flows of the specific assets and determine if the assigned value is recoverable or if an adjustment to the carrying value of the assets is necessary. The Company did not identify any other facts or circumstances that indicated an impairment of recorded intangible and long-lived assets during Fiscal 2021 and Fiscal 2020.

Net Revenues
Topic 606 outlines basic criteria for recognizing revenue, including on a basis of timing related to the transfer of goods and services. Net revenues include sales of product and services, franchise and royalty fees charged to Big O and Midas franchisees, and rental income from sublease agreements with franchisees and third parties, less returns, and customer rebates. These revenue streams can be disaggregated into performance obligations satisfied over time and at a point in time, as discussed below.

Revenue is recognized upon transfer of control of promised products or services to customers in an amount that reflects the consideration the Company expects to be entitled to in exchange for those products or services. For product sales, transfer of control occurs at a point in time, either upon transfer to the third-party carrier or upon delivery to the customer. For automotive and tire

services, the transfer of control and satisfaction of the performance obligation occurs at the time the customers take possession of their vehicles. Performance obligations for extended service agreements sold to retail customers, such as road hazard, are satisfied over time and the related revenue is recognized based on a pattern of when the associated costs are expected to be incurred in performing such services. Revenues for franchise and royalty fees are recognized over time as the Company satisfies its performance obligations to its franchisees, as described below. Revenue is recognized net of any taxes collected from customers, which are subsequently remitted to governmental authorities. The Company records reductions to revenue for customer programs and incentive offerings including special pricing agreements, certain promotions and other volume-based incentives.

Franchising revenue consists primarily of royalties, national advertising fund contributions, and initial and renewal franchise fees. The basic terms of the franchise agreements are as follows: the initial franchise fee is due upon the signing of the franchise agreement, royalty fees are due from franchisees monthly and are equal to a percentage of gross sales for the previous month, the initial term of the agreement is 10 to 20 years with the ability to renew for an additional 10 to 20 years subject to certain conditions and a renewal fee, and the location must be pre-approved.

Monthly royalty fees are earned and recognized when franchisee sales occur. During Fiscal 2021 and 2020, Big O franchise and royalty fees typically ranged between 2% and 6% and 2% and 5%, respectively, of franchisees' adjusted gross sales. Midas royalty fees ranged between 2% and 10% of net sales for both periods presented. Under Topic 606, our franchisees' contributions to national advertising funds specified in the franchise agreements are reported gross as part of the royalty revenues because the advertising services were determined not to be distinct from the symbolic franchise right.

The Company expenses costs related to securing initial franchise agreements and performing the required services under such agreements as incurred.

Revenues for lease income are accounted for in accordance with applicable accounting guidance for leases and are excluded from the scope of Topic 606.

Under various arrangements with vendors, the Company receives a delivery commission and reimbursement for the cost of tires that it delivers to customers on their behalf. The commission earned from these transactions is as an agent and the net amount retained is recorded as revenues. The Company recognizes its delivery commission at the time of acceptance of delivery of the product.

Sales Taxes
The Company presents revenues net of sales taxes, and value-added tax ("VAT").

Warranty Allowances
For non-Midas programs, the Company or the vendors supplying its products provide its customers limited warranties on certain products. In most cases, the Company's vendors are primarily responsible for warranty claims. Warranty costs relating to merchandise sold or services provided not covered by vendors are estimated and recorded as warranty obligations at the time of sale. The Company periodically assesses the adequacy of its recorded warranty liability and adjusts the amount as necessary.

The following table is a reconciliation of the changes in the Company's non-Midas warranty liability for the years ended March 31, 2022 and 2021:

	2022	2021
Warranty allowance, beginning of year	$ 2,844	$ 3,172
Allowances established	547	232
Allowances utilized	(299)	(560)
Warranty allowance, end of year	$ 3,092	$ 2,844

For certain Midas products, customers are provided a written warranty from Midas for products purchased from Midas shops in North America, namely break friction, mufflers, shocks, and struts. The warranty will be honored at any Midas shop in North America and is valid for the lifetime of the vehicle but is voided if the vehicle is sold. The Company maintains a warranty accrual to cover the estimated future liability associated with outstanding warranties. The Company determines the estimated value of outstanding warranty claims based on 1) an estimate of the percentage of all warranted products sold and registered in prior periods at retail that are likely to be redeemed and 2) an estimate of the future cost of redemption of each future warranty. Management develops these estimates based on actual historical registration and redemption data as well as actual cost information on current redemptions.

The Midas warranty program in the United States was funded directly by Midas franchisees. The franchisees are charged a fee for each warranted product sold to customers and are issued credits for all warranties that are redeemed. The fees billed to franchisees are recorded as a receivable to Midas on behalf of the warranty fund, and the redemption credits issued to franchisees are recorded as a liability to the fund. As such, there are no revenues or expenses recorded to Midas and the current warranty program will have no net impact on the results of operations.

The following table is a reconciliation of the changes in the Company's warranty liability under the current Midas program for the years ended March 31, 2022 and 2021:

	2022	2021
Warranty allowance, beginning of year	$ 8,629	$ 8,213
Warranty fees charged to franchisees and Company-operated shops	1,378	1,203
Warranty credits issued to franchisees and Company-operated shops	(947)	(787)
Warranty allowance, end of year	$ 9,060	$ 8,629

The Company's total obligation under its warranty programs is included in accrued expenses and other liabilities and other noncurrent liabilities in the accompanying consolidated balance sheets.

Deferred Revenue
Certain of the Company's services (alignments, tire balancing and rotating, and road hazard) are sold through annual or multiyear contracts for a one-time upfront payment. The liability for future performance obligations related to the Company's extended service agreements totaled approximately $22,084 and $23,007 as of March 31, 2022 and 2021, respectively. Direct costs of

these contracts are expensed as incurred. The Company recognizes revenue over the expected service life of the contract.

Vendor Funds
The Company receives vendor funds in its normal course of operations from volume-based rebate agreements, early payment discounts, and cash incentives to promote vendor products. The Company accounts for these vendor funds in accordance with the ASC Subtopic 705-20, *Accounting for Consideration Received from a Vendor*, which states that cash consideration received from a vendor is presumed to be a reduction of the price of the vendor's products or services and should, therefore, be characterized as a reduction of cost of sales and a portion of these amounts be capitalized into ending inventory. Vendor funds are treated as a reduction of inventory costs unless they represent a reimbursement of specific, incremental, and identifiable costs incurred by the customer to sell the vendor's product. The Company accrues for these vendor funds based upon the vendor agreements in place and the projected amount of vendor purchases. Accrued vendor funds are recorded as a reduction to inventory. During the year, the Company monitors and adjusts the amount accrued by comparing actual purchases to projected purchases. Vendor funds are earned when the Company either sells the vendor's product or completes performance of certain provisions of the vendor agreement. Earned vendor funds are recorded as a reduction in costs of sales.

Cost of Sales
Cost of sales includes the cost of tire and parts products sold in the Company's retail locations, cost of products such as tires and equipment delivered from the Company's wholesale locations, and costs attributable to franchise operations such as product and warranties.

Selling, Administrative, and Retail Store Expenses
The Company records direct payroll and payroll related costs for retail store employees who provide services to the Company's customers within selling, administrative, and retail store expenses in the accompanying consolidated statements of operations and comprehensive income (loss). For the years ended March 31, 2022 and 2021, these expenses totaled $95,980 and $96,262, respectively.

Self-Insured Reserves
The Company is self-insured for general and automobile liability, workers' compensation, and healthcare claims and maintains stop-loss coverage with third-party insurers to limit its total liability exposure. A reserve for liabilities associated with these losses is established for claims filed and claims incurred but not yet reported ("IBNR") based upon the Company's estimate of ultimate cost, which is calculated using analyses of historical data, severity factors, and valuations provided by third-party actuaries. The Company monitors new claims and claim development as well as negative trends related to the IBNR in order to assess the adequacy of its insurance reserves. The Company also reviews its assumptions with its third-party actuaries, which occurs twice a year. While the Company does not expect the amounts ultimately paid to differ from its estimates, the Company's self-insurance reserves and corresponding selling, administrative, and retail store expenses could be affected if future claim experience differs from historical trends and actuarial assumptions. Due to the length of timing of claim payments for the various lines of insurance, the Company discounts certain of its liabilities.

Leases
Lessee arrangements
The Company leases certain equipment, vehicles, furniture, office space, and property yards under various operating and finance leases. The Company determines if an arrangement is or contains a lease at the lease inception date by evaluating whether the arrangement conveys the right to use

an identified asset and whether the Company obtains substantially all of the economic benefits from and has the ability to direct the use of the asset. Leases with initial term of twelve months or less are not recorded on the balance sheets.

At the lease commencement date, the Company recognizes a lease liability and right-of-use ("ROU") asset, representing its right to use the underlying asset over the lease term. The initial measurement of the lease liability is calculated on the basis of the present value of the remaining lease payments and the ROU asset is measured on the basis of this liability, adjusted by prepaid and accrued rent, lease incentives, and initial direct costs. The subsequent measurement of a lease is dependent on whether the lease is classified as an operating lease or a finance lease. Operating lease cost is recognized on a straight-line basis over the lease term, with the cost presented as a component of Selling, administrative, and retail store expenses in the accompanying consolidated statements of operations and comprehensive income (loss). Finance lease cost is comprised of a separate interest component and amortization component and is presented in the Interest expense, net and Selling, administrative, and retail store expenses line items, respectively, in the accompanying consolidated statements of operations and comprehensive income (loss).

The Company's leases require other payments such as costs related to service components, real estate taxes, common area maintenance, and insurance. These costs are generally variable in nature and based on the actual costs incurred and required by the lease. As the Company has elected to not separate lease and non-lease components for all classes of underlying assets, all variable costs associated with the lease are expensed in the period incurred and presented and disclosed as variable lease costs. The Company's lease agreements do not contain any material residual value guarantees or material restrictive financial covenants.

In February 2016, the Financial Accounting Standards Board ("FASB") issued ASU No. 2016-02, *Leases* that added ASC Topic 842 ("Topic 842"). As of the application date of Topic 842, the Company's leases have remaining terms ranging from 1 to 21 years, with some of those leases including options that grant the Company the ability to renew or extend the lease term. When determining the lease term, the Company does not include renewal options unless the renewals are deemed to be reasonably certain of being exercised at the lease commencement date.

Topic 842 requires that a lessee use the rate implicit in the lease when measuring the lease liability and ROU asset, unless that rate is not readily determinable. Alternatively, the Company is permitted to use its incremental borrowing rate which is defined as the rate of interest that the Company would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment. Since the rate implicit in the lease is not readily determinable, the Company uses its incremental borrowing rate when measuring its leases. The Incremental Borrowing Rate ("IBR") is calculated by utilizing the daily treasury yield curve rates, as published by the U.S Department of the Treasury, adjusted with a risk base spread.

Lessor arrangements
The Company, as part of its business, enters into lease arrangements with its customers that grants the customer the right to use certain retail space. These leases are in the form of leases that are of owned properties or subleases of leased properties. The Company determines if an arrangement with its customer is or contains a lease at the lease inception date by evaluating whether the arrangement conveys the right to use an identified asset and whether the customer obtains substantially all of the economic benefits from and has the ability to direct the use of the asset.

If it is determined that the contract is or contains a lease, the Company then assesses lease classification considering the lease term and assumptions that exist at the lease commencement

date. Depending on this assessment, the Company will account for its lease agreements as either an operating, direct financing, or sales-type lease, with the resulting accounting dependent on this lease classification. The Company's leases of owned properties and subleases of leased properties are classified as operating leases. There are no leases that are classified as a direct financing lease.

For leases classified as operating leases, the underlying property is recorded on the Company's Consolidated Balance Sheets and continues to be depreciated in accordance with the Company's depreciation polices for similar assets. Rental income for operating leases is recognized on a straight-line basis over the lease term.

The Company's lease agreements with its customers include fixed lease payments and, in certain scenarios, variable lease payments based on a percentage of gross sales. In addition to the lease payments, certain of the Company's contracts include non-lease components which comes in various forms, such as common area maintenance, utilities, and parking. Topic 842 requires that the consideration in the contract be allocated between lease and non-lease components on a relative standalone selling price basis, unless a provided practical expedient is elected. Specifically, Topic 842 includes a practical expedient that permits a lessor, as an accounting policy election by underlying asset class, to choose not to separate non-lease components from lease components when the lease component, if accounted for separately, would be classified as an operating lease and when the timing and pattern of transfer for the lease and non-lease components associated with the lease component are the same. The Company has elected this practical expedient for all of its customer lease agreements that meets these conditions.

The Company assess the lease term at the lease commencement date. The lease term is defined as the noncancelable period plus any period subject to a renewal option that is deemed reasonably certain of being exercised or subject to a termination option that is reasonably certain of not being exercised. Certain of the Company's lease contracts do include renewal options that allow the customer to extend the lease term for an additional period of 1 to 5 years. The Company does not include the renewal options as part of the lease term as it does not believe that it is reasonably certain that such options will be exercised. In addition, lease agreements do not include purchase options.

The Company has included additional disclosures about its leases in Note 11.

The Company owns real estate in the United States (U.S.) and Canada that is leased to franchisees and third parties. A majority of franchise leases and Company owned real estate are subleased to franchisees as well as third parties and are recorded within net sales in the consolidated statements of operations and comprehensive income (loss).

Foreign Currency Translation
Under ASC Topic 830, *Foreign Currency Matters*, the financial statements of foreign subsidiaries are translated into U.S. dollars at current exchange rates, except for revenue, costs, and expenses, which are translated at average current exchange rates during each reporting period.

Gains and losses resulting from the translation of financial statements are excluded from the consolidated net income (loss) and are credited or charged to a separate component of other comprehensive income (loss) within the accompanying consolidated statements of members' equity.

Shipping and Handling Costs
Freight costs incurred to deliver merchandise to retail stores and warehouses are included as a component of inventory and reflected in costs of goods sold as product is sold. Warehouse and distribution costs for items such as payroll, rent, and insurance, as well as freight costs incurred to

ship merchandise to customers, are recorded as a component of selling, administrative, and retail store expenses in the accompanying consolidated statements of operations and comprehensive income (loss). For the years ended March 31, 2022 and 2021, freight costs incurred to ship merchandise to customers totaled $99,986 and $76,379, respectively.

Fair Value of Financial Instruments – Short-Term Assets and Liabilities
The fair values of accounts receivable, accounts payable, due to parents and affiliates, accrued expenses, and other current liabilities approximate their carrying values because of their short-term nature.

Income Tax Accounting
The Company determines its income tax provision using the asset-and-liability method. Under this method, deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. The Company also recognizes future tax benefits associated with tax loss and credit carryforwards as deferred tax assets. The Company's deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. The Company measures deferred tax assets and liabilities using enacted tax rates in effect for the year in which it expects to recover or settle the temporary differences. The effect of a change in tax rates on deferred taxes is recognized in the period that the change is enacted.

Advertising
General advertising costs are charged to expense when incurred. General advertising costs were $37,575 and $39,295 for the years ended March 31, 2022 and 2021, respectively.

The Company expenses the expected accrued advertising costs for the period specifically related to the advertising funds. Advertising expenses specifically related to the Company's advertising funds was $70,184 and $56,596, respectively for the years ended March 31, 2022 and 2021, respectively.

Pre Store Opening Expenses
Pre store opening expenses, which consist primarily of payroll and occupancy related costs, are expensed as incurred.

Asset Retirement Obligations
The Company utilizes the provisions of ASC Topic 410, *Asset Retirement and Environmental Obligations* (ASC 410). ASC 410 requires the capitalization of any retirement obligation costs as part of the carrying amount of the long-lived asset and the subsequent allocation of the total expense to future periods using a systematic and rational method. The Company has determined that certain leases require that the premises be returned to its original condition, reflecting normal wear and tear, upon lease termination. As a result, the Company will incur costs, primarily related to the removal of signage and equipment from its retail stores, at the lease termination and requires that these costs be recorded at their fair value at lease inception.

As of March 31, 2022 and 2021, the Company had a liability pertaining to the asset retirement obligation of $12,535 and $13,000, respectively, which is included in noncurrent liabilities in the accompanying consolidated balance sheets. Accretion expense associated with the asset retirement obligations is recorded as selling, administrative, and certain wholesale and retail store expense in the accompanying consolidated statements of operations and comprehensive income (loss). From time to time, the Company reviews its methodology and costs associated to asset retirement primarily for its retail locations and head lease obligation locations.

Environmental Obligations
The Company has identified a number of Midas franchise and Company operated shops that contain soil, groundwater, or other types of contamination from improper usage and maintenance of equipment or disposal of certain hazardous chemicals used in the operation of automotive retail locations. Due to its association with a substantial portion of Midas franchise properties as primary lessee or guarantor the Company believes that it will ultimately be responsible for incurring costs for environmental remediation at many locations, although there is the right to subrogate against the dealer for payment remediation. As of March 31, 2022 and 2021, the accrued balance of the liability was $4,173 and $4,849, respectively, and is included in other noncurrent liabilities in the accompanying consolidated balance sheets. The company recorded $228 and $862, respectively, of environmental expense within the statements of operations and comprehensive income (loss) for the years ended March 31, 2022 and 2021.

The Company does not believe that similar obligations exist for its non-Midas locations due to the existence and enforcement of policies and procedures surrounding equipment usage and maintenance, as well as disposal of hazardous substances.

Recent Accounting Pronouncements
On December 18, 2019, the FASB issued ASU No. 2019-12, *Income Taxes* (Topic 740): *Simplifying the Accounting for Income Taxes*. The ASU removes certain exceptions from the guidance in ASC 740 related to intra-period tax allocations, interim calculations and the recognition of deferred tax liabilities for outside basis differences and clarifies and simplifies several other aspects of accounting for income taxes. Different transition methods apply to the various income tax simplifications. For all non-public entities, the guidance is effective for fiscal years beginning after December 15, 2021, and for interim periods beginning after December 15, 2022. Early adoption for these entities is also permitted, including adoption in interim or annual periods for which financial statements have not yet been made available for issuance. The Company has not adopted the standard and does not anticipate that the adoption of the new standard will have a material impact to its financial statements.

COVID-19
Since COVID-19 was first reported in December 2019, it has extensively impacted the global health and economic environment, with the World Health Organization characterizing COVID-19 as a global pandemic on March 11, 2020. As a result, the Company's operations were impacted by varying degree depending on location based on the exercise of emergency executive authority invoked by state and local governments in order to combat the spread of COVID-19.
The Company is closely monitoring pandemic-related developments and has taken, and continue to take, numerous steps to address them. As the facts and circumstances surrounding the COVID-19 pandemic remain fluid, the Company is actively managing its response and has assessed potential impacts to its financial position and operating results for Fiscal 2021. The extent of the effect on the Company's future operational and financial performance will depend on future developments, including the duration, spread and intensity of the pandemic, and governmental, regulatory and private sector responses, all of which are uncertain and difficult to predict.

Reclassifications
Certain prior-period amounts have been reclassified in the consolidated statement of operations and comprehensive income (loss) to conform to current-year presentation.

New Accounting Standards

ASU No. 2016-02, Leases, that added Topic 842, is designed to increase transparency and comparability among organizations with leasing activities. The most significant provision of the new lease accounting standard is the requirement that lessees recognize on the balance sheet ROU assets and lease liabilities for leases that have a term greater than 12 months. Additionally, Topic 842 aligns certain of the underlying principles of lessor accounting with those in ASC Topic 606. The new lease accounting standard also includes significantly enhanced disclosures.

The Company adopted Topic 842 on April 1, 2021 using the modified retrospective approach as permitted in ASU No. 2018-11. In accordance with this approach, the effective date of Topic 842 is also the application date of the new requirements, with the prior comparative periods presented in the financial statements in accordance with the legacy requirements of ASC Topic 840, Leases ("Topic 840"). Topic 842 includes various transition practical expedients that are available when adopting the new lease accounting standard. The Company elected the package of practical expedients which allows for the carryforward of certain accounting conclusions for arrangements that qualified as a lease under Topic 840. As a result, the Company was not required to nor did it reassess (i) whether existing or expired contracts met the definition of a lease, (ii) lease classification for any existing or expired leases, or (iii) whether lease origination costs qualified as initial direct costs. The Company did not elect the practical expedient to use hindsight in determining the lease term and in assessing impairment conclusions on the ROU assets.

Topic 842 similarly includes various other practical expedients that can be elected for new leases that are executed after the adoption of the new requirements. The Company elected the lessee practical expedient to not separate lease and non-lease components. In addition, the Company elected the lessor practical expedient for certain of its customer contracts. The Company also elected to apply the short-term lease recognition exemption which eliminates the requirement to present on the consolidated balance sheets leases with a term of 12 months or less. These practical expedients were elected for all classes of underlying assets. For those arrangements where the Company is acting in the role of a lessee, the adoption of Topic 842 resulted in the recognition of $1,050,509 and $1,021,712, respectively, in operating lease liabilities and operating lease ROU assets on the consolidated balance sheets as of April 1, 2021. The impact of adopting Topic 842 did not have a material impact on the Company's consolidated statements of operations and comprehensive income (loss), consolidated statements of members' equity, and consolidated statements of cash flows. Similarly, the adoption of Topic 842 did not have a material impact on the accounting for those arrangements where the Company is acting in the role as lessor (see Note 11).

3. Acquisitions and Dispositions

Effective March 31, 2022 the Company disposed of its subsidiary, Tire America, LLC, an ecommerce retail seller of tires. The assets derecognized as part of this sale included, but were not limited to, intangible assets related to the software development that was associated with the functionality of the website specifically for Tire America, LLC. The Company recorded a pre-tax loss on disposition of $15,554 which is recorded in impairment on closure of business in its consolidated statements of operations and comprehensive income (loss).

On February 16, 2021, the Company completed the sale of R.O. Writer, the franchise operations shop management software, for net consideration of $25,000. Of the $25,000 net consideration, $20,000 in cash was received at closing with the remaining $5,000 to be received as five contingent installment payments over the next five fiscal periods. The assets derecognized as part of this sale included, but were not limited to, property and equipment, other intangibles and accounts receivable. The Company recorded a pre-tax gain on disposition of $7,141 which is recorded in gain on sale of business operations in its consolidated statements of operations and comprehensive income (loss).

4. Revenue Recognition

The following table provides information about disaggregated revenues by business operational unit and major products and services categories for the years ended March 31, 2022 and 2021:

	Fiscal 2021			
	Wholesale	**Retail**	**Franchise**	**Total**
Products				
Tires	$ 2,736,376	$ -	$ 378,220	$ 3,114,596
Equipment	40,445	-	10,273	50,718
Technology	-	-	-	-
Services				
Automotive	-	425,752	-	425,752
Tires	101,249	529,612	-	630,861
Royalties	-	-	173,613	173,613
Other	567	-	60,388	60,955
	$ 2,878,637	$ 955,364	$ 622,494	$ 4,456,495

	Fiscal 2020			
	Wholesale	**Retail**	**Franchise**	**Total**
Products				
Tires	$ 2,216,010	$ -	$ 321,737	$ 2,537,747
Equipment	36,386	-	12,011	48,397
Technology	-	-	8,759	8,759
Services				
Automotive	-	411,342	-	411,342
Tires	71,311	504,782	-	576,093
Royalties	-	-	141,123	141,123
Other	298	-	13,709	14,007
	$ 2,324,005	$ 916,124	$ 497,339	$ 3,737,468

Products Revenue
Products revenue includes the sale of (1) tires and tire related items, (2) automotive service-related equipment, and (3) software technology utilized by Midas franchisees and sold to other third parties. Revenue from software technology utilized by Midas franchisees and sold to other third parties was included for Fiscal 2020 prior to the sale of this technology.

The Company sells these products through both their wholesale and franchise operational businesses through delivery trucks and distribution locations and through its dedicated sales force for the software technology.

Services Revenue
Substantially all of the Company's service revenue offerings, the majority in its retail business operations, are automotive and tire services. The Company has determined the performance obligations associated to these two revenue streams are completed upon installation and acceptance by the end customer at the time of the delivery of the vehicle, with the exception of extended service agreements, which are deferred and recognized over time. Tire service revenues for the wholesale business represent delivery commissions received for arrangements with vendors where the Company delivers tires to customers on their behalf. See Note 2.

5. Related Parties and Major Suppliers

Related Parties
The Company's operations are managed through its executive officers and Board of Managers. Upon formation of the joint venture, the Company had a total of $400,000 of long-term debt due equally to SCOA and Compagnie Financiere Michelin SCmA ("CFM"). The Company also executed two credit facilities with SCOA and CFM for $100,000 each, respectively, (Note 10). As of March 31, 2022 and 2021, the balances of these loans are $200,000 and $400,000, respectively.

The Company also had accrued interest as of March 31, 2022 and 2021 of approximately $1,138 and $2,303, respectively, due to SCOA and CFM, $569 and $1,151, respectively, to each party, which is included in due to parents and affiliates in the accompanying consolidated balance sheets.

The Company has an income tax receivable from parents of $714 and $17,213 as of March 31, 2022 and 2021, respectively. The majority of the receivable balance is from SCOA related to the tax sharing agreement prior to the joint venture transaction.

Delivery commissions earned through our 'express' order arrangement with MNAI totaled approximately $74,370 and $54,423 of consolidated net revenues for the years ended March 31, 2022 and 2021, respectively. As of March 31, 2022 and 2021, accounts receivable balance resulting from these sales was $43,622 and $35,741, respectively, and was reflected as a reduction to the account payable balance due to MNAI for primarily tire purchases and is included in the accompanying consolidated balance sheets within accounts payable.

During Fiscal 2021 and 2020, the Company purchased inventory from MNAI, Sumitomo Rubber Industries, Inc. ("SRI"), a SCOA affiliated entity, and SCOA. Additionally, the Company purchased customs brokerage services from Sumisho Global Logistics, a SCOA affiliated entity. Inventory purchased from MNAI includes purchases sold under the fulfillment order arrangement.

The following table provides information for each:

	Related Party	2022	2021
Inventory purchases	MNAI	$ 1,626,216	$ 1,041,947
Inventory purchases	Sumitomo Corporation	250,987	259,767
Inventory purchases	SCOA	131	298
		$ 1,877,334	$ 1,302,012

The Company has certain payables with related parties, which are included in due to parents and affiliates in the accompanying consolidated balance sheets, as follows:

	Related Party	2022	2021
Inventory purchases	MNAI	$ 189,496	$ 118,232
Inventory purchases	Sumitomo Corporation	113,089	137,882
Inventory purchases	SCOA	-	132
Interest payable	SCOA	569	1,151
Interest payable	CFM	569	1,151
		$ 303,723	$ 258,548

Major Supplier
During Fiscal 2021 and 2020, the Company had one major supplier, MNAI, which represented approximately 30.0% and 24.4%, respectively, of the Company's inventory purchases.

6. Other Assets

Other assets consists of the following as of March 31, 2022 and 2021:

	2022	2021
Prepaid expenses	$ 11,091	$ 17,071
Income tax receivable from parents	714	17,213
Other assets	16,041	15,369
Total other assets - current	$ 27,846	$ 49,653
Deposits	$ 7,181	$ 11,549
Deferred compensation	13,746	13,416
Other assets	13,763	15,866
Total other assets - noncurrent	$ 34,690	$ 40,831

7. Property and Equipment

Property and equipment, net consist of the following as of March 31, 2022 and 2021:

	2022	2021
Land	$ 64,524	$ 64,181
Building and leasehold improvements	198,664	188,785
Furniture and equipment	423,155	408,484
	686,343	661,450
Less: Accumulated depreciation	(297,989)	(232,855)
Property and equipment, net	$ 388,354	$ 428,595

Depreciation expense of $80,379 and $95,808 was recognized related to property and equipment for the years ended March 31, 2022 and 2021, respectively.

8. Goodwill and Intangible Assets

Acquired Intangible Assets

The carrying amount of intangible assets as of March 31, 2022 and March 31, 2021 is as follows:

	2022			
	Weighted Average Amortization Period	Gross Carrying Amounts	Accumulated Amortization	Net Carrying Amount
Trademarks	30 years	$ 353,576	$ (47,527)	$ 306,049
Franchise agreements	25 years	29,500	(4,650)	24,850
Customer lists	20 years	162,700	(32,540)	130,160
Exclusivity agreement	25 years	23,801	(3,950)	19,851
Developed technology	10 years	-	-	-
Internally developed software	10 years	19,000	(7,521)	11,479
Other intangible assets	4 years	98	(75)	23
		$ 588,675	$ (96,263)	$ 492,412

	2021			
	Weighted Average Amortization Period	Gross Carrying Amounts	Accumulated Amortization	Net Carrying Amount
Trademarks	30 years	$ 355,576	$ (35,757)	$ 319,819
Franchise agreements	25 years	29,500	(3,467)	26,033
Customer lists	20 years	162,700	(24,405)	138,295
Exclusivity agreement	25 years	23,801	(2,930)	20,871
Developed technology	10 years	17,000	(5,029)	11,971
Internally developed software	10 years	19,000	(5,621)	13,379
Other intangible assets	4 years	98	(64)	34
		$ 607,675	$ (77,273)	$ 530,402

Aggregate amortization expense for amortizing intangible assets was $25,984 and $26,935 for the years ended March 31, 2022 and 2021, respectively.

The total estimated amortization expense of intangible assets in each of the next 5 years and thereafter is as follows:

Fiscal year	
2022	$ 24,217
2023	24,214
2024	24,210
2025	24,210
2026	24,210
Thereafter	371,351
	$ 492,412

The carrying amount of leasehold interest as of March 31, 2022 and March 31, 2021 is as follows:

	2022		
	Gross Carrying Amounts	Accumulated Amortization	Net Carrying Amount
Total favorable leasehold interest	$ 13,718	$ (6,105)	$ 7,613
Total unfavorable leasehold interest	(24,383)	13,434	(10,949)
Total net unfavorable leasehold interest	$ (10,665)	$ 7,329	$ (3,336)

	2021		
	Gross Carrying Amounts	Accumulated Amortization	Net Carrying Amount
Total favorable leasehold interest	$ 109,236	$ (59,680)	$ 49,556
Total unfavorable leasehold interest	(114,690)	44,916	(69,774)
Total net unfavorable leasehold interest	$ (5,454)	$ (14,764)	$ (20,218)

The Company presents its unfavorable leasehold interest, net of favorable, in the accompanying consolidated balance sheets as of March 31, 2022 and 2021 as follows:

	2022	2021
Other current assets	$ -	$ 2,886
Accrued expenses and other liabilities	(914)	-
Other noncurrent liabilities	(2,422)	(23,104)
Total net unfavorable leasehold interest	$ (3,336)	$ (20,218)

Amortization expense for leasehold interests was $(1,644) and $3,086 for the years ended March 31, 2022 and 2021, respectively.

The total estimated amortization expense of leasehold interests in each of the next 5 years and thereafter is as follows:

Fiscal year	
2022	$ (914)
2023	(574)
2024	(363)
2025	(148)
2026	(96)
Thereafter	(1,241)
	$ (3,336)

Goodwill

The changes in the carrying amount of goodwill during Fiscal 2021 and 2022 are as follows:

Balance as of March 31, 2020	$	45,031
Activity during the year		
Effect of foreign currency translation		152
Balance as of March 31, 2021		45,183
Activity during the year		
Effect of foreign currency translation		-
Balance as of March 31, 2022	$	45,183

9. Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities consists of the following as of March 31, 2022 and 2021:

	2022	2021
Workers' compensation reserve - current	$ 18,804	$ 17,688
General insurance reserve - current	16,193	14,447
Deferred revenue - current	9,126	13,977
National marketing fund - current	20,584	10,074
Real estate taxes - current	9,640	8,424
Health insurance reserve - current	7,316	7,590
Other accruals - current	66,326	61,924
	$ 147,989	$ 134,124

10. Debt

The Company has a revolving credit facility with a third party financial institution with a balance of $0 for both March 31, 2022 and 2021, respectively. The Company has two term loans, each with an outstanding balance of $100.0 million and $100.0 million, along with two lines of credit facilities, each with an available borrowing capacity of $100.0 million and $100.0 million, with SCOA and CFM as of March 31, 2022 and 2021, respectively.

(a) Revolving Credit Facility

The Company entered into a revolving credit facility on July 27, 2018 with a third party financial institution. The credit facility will expire on January 23, 2023 if there is a Member pending debt, if not, maturity is July 27, 2023. The current capacity of the credit facility is $300 million with the base rate of 3.25% for the daily revolving needs and monthly loans at LIBOR plus a spread of 125 basis points. A specific annual interest rate of 1.25% is applied for letters of credit dedicated amounts. There are commitment fees for unused balance at a fixed rate of 0.20%. The revolving credit facility is asset-based and collateralizes a portion of US Inventories and AR. Available amounts that can be borrowed at any given time are based on percentages of certain outstanding US accounts receivable, credit card receivables, and inventory. The revolving credit facility is subject to certain financial covenant requirements. The Company will maintain a Fixed Charge Coverage Ratio, calculated for each 12 month period ending on the first day of any Covenant Testing Period and the last day of each fiscal month occurring until the end of any Covenant Testing Period (including the

last day thereof), in each case of at least 1.00 to 1.00. The Company is in compliance with covenant requirements for fiscal 2021 and 2020 years presented.

As of March 31, 2022 and 2021, the Company had approximately $274,792 and $273,873, respectively, available to borrow under the credit facility. In addition, the Company had approximately $25,208 and $26,044 representing outstanding standby letters of credit as of March 31, 2022 and 2021, respectively. These letters of credit relate to performance and payment guarantees with certain vendors.

(b) **Line of Credit Facilities**

On April 5, 2018, the Company executed two credit facilities with SCOA and CFM for $100,000 each, respectively. On June 8, 2020, credit facilities were executed with SCOA and CFM for $100 million each. Both credit facilities, which mature on June 8, 2022, have an interest rate equal to LIBOR plus 459 basis points and a commitment fee of 153 basis points per annum charged on the undrawn and current amount of the facilities, payable quarterly in arrears. The outstanding balance for both facilities was $0 as of March 31, 2022 and March 31, 2021.

The Company's wholly owned subsidiary, TBC de Mexico, has several working capital revolver credit lines with various lenders up to $30,000. As of March 31, 2022 and 2021, the Company had $2,010 and $67, respectively, included within the current portion of other long-term debt in the accompanying consolidated balance sheets. In addition, the Company had approximately $6,700 representing outstanding standby letters of credit as of March 31, 2022 and 2021, respectively. These letters of credit relate to performance and payment guarantees with certain vendors. The outstanding balance was $0 as of March 31, 2022 and March 31, 2021.

The Company's wholly owned subsidiary, TBC Retail, has a financing arrangement for equipment that matures in May 2023. As of March 31, 2022 and 2021, the Company had $464 and $0, respectively, included within the current portion of other long-term debt in the accompanying consolidated balance sheets.

(c) **Term Loans**

The Company has two respective term loans with SCOA and CFM as of the JV formation date. As of March 31, 2022, there are no current principal payments due on these loans. The two individual term loans mature and are payable on April 5, 2023, in the amounts of $100,000, respectively. Each of the two term loans includes long term periodic floating interest of Libor plus a spread of 220 basis points. As of March 31, 2022 and 2021, the effective interest rate was 2.8% and 2.8%. In June 2021 and December 2021, TBC repaid to each shareholder $50,000, reducing the total term loan debt from $400,000 to $200,000. No breakage fees nor anticipated payment fees were applied as agreed upon by shareholders.

(d) **Intercompany loans**

The Company's wholly owned subsidiary, TBC de Mexico, has an intercompany credit facility with TBC Services for up to $25,000. As of March 31, 2022 and 2021, the Company had $20,000 and $0, respectively, at a fixed annual interest rate of 5%.

The Company's wholly owned subsidiary, Midas Inc., has an intercompany loan with Midas Canada Inc. As of March 31, 2022 and 2021, the Company had $6,999 and $0, respectively, at a fixed annual interest rate of 5%.

Long-term debt obligations are summarized as follows:

	2022	2021
Term loan facilities	$ 200,000	$ 400,000
Notes payable	2,474	177
Total debt	202,474	400,177
Less: Current portion	2,474	177
Total long-term debt	$ 200,000	$ 400,000

Maturities of long-term debt obligations are as follows:

Fiscal year	
2022	$ 2,474
2023	200,000
	$ 202,474

11. Leases

Leases as Lessee:

The Company lease certain real estate, equipment, vehicles, furniture, and property yards under various third-party operating and finance lease agreements. The leases are noncancelable and expire on various terms through September 2043. The amounts in the tables below do not reflect payments for two leases that have not yet commenced in the amount of $5.4M.

The following table presents information about and the components of our right-of-use assets and liabilities related to leases and their classification in our consolidated balance sheet at March 31, 2022:

Lease Counts

	Finance	Operating	Mixed	Total
Opening Lease Count	120	1,495	8	1,623
-Leases Added	59	195	-	254
-Leases Expired/Cancelled	25	165	-	190
Closing Lease Count	154	1,525	8	1,687

The components of lease costs for the year ended March 31, 2022, were as follows:

	2022
Operating lease cost[1]	$ 205,172
Finance lease expense:	$ 13,544
Amortization of leased assets	10,101
Interest on lease liabilities	3,443
Variable lease cost:	$ 13,566
Sublease income	(44,659)
Total lease expense	$ 187,623

[1] Includes short-term leases, which are immaterial.

The following table includes the weighted-average lease terms and discount rates for operating and finance leases as of March 31, 2022:

Weighted average remaining lease term:	
Operating leases	8.30 years
Finance leases	11.02 years
Weighted average discount rate	
Operating leases	4.38%
Finance leases	5.82%

Maturities of operating and finance lease liabilities were as follows:

Year ended March 31	Operating Lease	Finance Lease	Total
2023	$ 193,133	$ 10,814	$ 203,947
2024	173,773	9,678	183,451
2025	146,256	8,618	154,874
2026	127,907	8,227	136,134
2027	103,879	8,377	112,256
Thereafter	436,167	43,926	480,093
Total lease payments	1,181,115	89,640	1,270,755
Less liability accretion / imputed interest	(209,713)	(25,101)	(234,814)
Total lease liabilities	971,402	64,539	1,035,941
Less: Current lease liabilities	154,722	7,405	162,127
Total long-term lease liabilities	$ 816,680	$ 57,134	$ 873,814

Real Estate Sale and Leaseback Transaction

During Fiscal 2020, the Company sold two of its owned real estate properties to a real estate company and realized approximately $4,418 in net proceeds. Simultaneous with the sales, the Company leased these properties from the same real estate company. Annual lease payments with escalations will be made through the expiration of the lease obligations in 2035. There were no Sale and Leaseback transactions during Fiscal 2021.

Leases as Lessor:

The Company as part of its core business leases retail space to its customers by executing lease agreements as described in Note 2.

Operating lease agreements
Principally, all rental income is the result of lease agreements with the franchisees and is recognized on a straight-line basis over the lease term.

The income earned for operating leases during the periods ended March 31, 2022 was as follows:

	2022
Rental Income - straight line lease payments	$ 41,133
Rental income - variable lease payments	19,256
Total rental income - Operating Leases	$ 60,388

As of March 31, 2022, the maturity analysis of the lease payments to be received under ASC 842 on an annual basis was as follows:

Year ended March 31	Owned Property	Subleased Property	Totals
2023	$ (8,653)	$ (23,562)	$ (32,215)
2024	(8,149)	(19,856)	(28,005)
2025	(7,564)	(16,812)	(24,376)
2026	(7,135)	(13,649)	(20,784)
2027	(6,912)	(7,118)	(14,030)
Thereafter	(61,771)	(17,064)	(78,835)
Total lease payments	$ (100,184)	$ (98,061)	$ (198,245)

12. Income Taxes

Income tax expense (benefit) for the years ended March 31, 2022 and 2021 was as follows:

		2022	2021
Current			
Federal		$ 10,866	$ 17
State		3,052	1,212
Foreign		4,581	4,230
	Current income tax expense	18,499	5,459
Deferred			
Federal		4,696	(8,130)
State		514	7
Foreign		250	(561)
	Deferred income tax provision (benefit)	5,460	(8,684)
	Income tax provision (benefit)	$ 23,959	$ (3,225)

The provision for income taxes differs from the statutory federal rate of 21% mainly due to state taxes, taxation of foreign income and tax credits.

The major components of deferred tax assets and liabilities in the accompanying consolidated balance sheets are summarized as follows:

	2022	2021
Deferred tax assets		
Allowance for doubtful accounts	$ 1,472	$ 2,218
Warranty-related reserves	3,069	2,929
Insurance-related accruals	8,808	8,336
Compensation and retirement-related accruals	5,189	3,285
Lease accruals and related arrangements	-	847
Deferred revenue	3,459	2,708
Closed store accrual	-	2,180
Inventories	16,159	11,254
Loss carryforwards and tax credits	29,458	65,674
Operating lease liability	245,865	-
Environmental accrual	1,059	1,243
Other	1,164	2,483
Total gross deferred tax assets	315,702	103,157
Less: Valuation allowance	(14,549)	(13,911)
Net deferred tax assets	301,153	89,246
Deferred tax liabilities		
Intangible assets	(119,736)	(121,304)
Property and equipment	(65,420)	(80,501)
Operating lease asset	(233,524)	-
Foreign partnership investment basis difference	(3,539)	(2,856)
Total deferred tax liabilities	(422,219)	(204,661)
Net deferred tax liabilities	$ (121,066)	$ (115,415)
Consolidated balance sheet presentation		
Noncurrent deferred tax assets, net	$ 1,428	$ 1,470
Noncurrent deferred tax liabilities, net	(122,494)	(116,885)
Net deferred tax liabilities	$ (121,066)	$ (115,415)

In assessing the realization of the Company's deferred tax assets, the Company considers whether it is more likely than not the deferred tax assets will be realized. The ultimate realization of the Company's deferred income tax assets depends upon generating future taxable income during the periods in which the temporary differences become deductible and before the net operating loss carryforwards expire. The Company evaluates the recoverability of the deferred tax assets by assessing the need for a valuation allowance. After consideration of all of the evidence, the Company has determined that a valuation allowance of approximately $14,549 and $13,911 is necessary as of March 31, 2022 and March 31, 2021, respectively. The net change in the valuation allowance was $638 for the year ended March 31, 2022.

The Company had $0 and $118,110 in gross federal net operating loss carryforwards for the years ended March 31, 2022 and March 31, 2021, respectively. The losses relate to operations after the formation of TBC Holdings.

The Company had $384,533 and $472,370 of gross state net operating loss carryforwards as of March 31, 2022 and March 31, 2021. The Company has determined that a valuation allowance of approximately $194,607 and $187,431 is necessary against the balance of gross state net operating loss carryforwards. State loss carryforwards expire in various years between 2021 through 2037 with certain net operating losses having an unlimited carryforward period. The Company had $2,365 and $2,687 of Canadian net operating loss carryforwards as of March 31, 2022 and March 31, 2021. These losses can be carried forward 20 years and will expire between 2029 and 2037.

The Company had $4,552 and $9,480 of gross federal tax credit carry forwards with valuation allowances of $4,552 and $4,675 as of March 31, 2022 and March 31, 2021. These credits can be carried forward up to 20 years and will expire between 2029 and 2038.

As of March 31, 2022 and March 31, 2021, withholding taxes and income taxes on basis differences were not provided on the Company's Canadian foreign subsidiaries, as the Company has invested or expects to invest the undistributed earnings indefinitely. If in the future these entities are sold or dividends are paid then additional tax provisions may be required. It is not practical to determine the amount of unrecognized deferred tax liabilities on the undistributed earnings.

The U.S. tax provision for the period beginning April 5, 2018 and non-U.S. tax provisions for all periods have been determined on a stand-alone basis affiliate. The Company is open to future examinations by the IRS for tax years 2017 through 2019. The Company and its subsidiaries' state income tax returns are open to audit under the statute of limitations for the years 2015 through 2019. The Company and its subsidiaries' foreign income tax returns are open to audit under the statute of limitations for the years 2009 through 2019.

ASC Subtopic 740 10, *Income Taxes* (ASC 740), provides that a tax benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits. Income tax positions must meet a more likely than not recognition threshold at the effective date to be recognized upon the adoption of ASC 740 and in subsequent periods. This interpretation also provides guidance on measurement, de recognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. The Company recognizes interest and penalties accrued related to unrecognized tax benefits as components of the income tax provision and recognized expenses of $23 and $229 for the years ended March 31, 2022 and 2021, respectively. As of March 31, 2022 and 2021, the liability for uncertain tax positions, including interest and penalties, is recorded in the accompanying consolidated balance sheets within other current liabilities.

The following table summarizes the activity related to the Company's unrecognized tax benefits, exclusive of interest and penalties:

Balance at March 31, 2020	$	907
Additions based on tax positions related to the current year		84
Additions for tax positions of prior years		294
Reductions for tax positions of prior years		(410)
Statute expirations		(272)
Settlements		-
Balance at March 31, 2021		603
Additions based on tax positions related to the current year		753
Additions for tax positions of prior years		161
Reductions for tax positions of prior years		
Statute expirations		(30)
Settlements		(294)
Balance at March 31, 2022	$	1,193

13. Retirement Plans - 401(k) Plans

The Company maintains employee savings plans under Section 401(k) of the Internal Revenue Code. Eligible employees are permitted to make tax-deferred contributions from 1% to 85% of their eligible pay, subject to certain IRS limitations. Contributions are typically made by the Company to the 401(k) plans based on specified percentages of eligible employee contributions but may also include discretionary contributions. TBC contributions are fully and immediately vested. Expenses recorded for the Company's contributions totaled $8,281 and $7,400 for the years ended March 31, 2022 and 2021, respectively.

14. Other Benefit Plans

Long-Term Incentive Plans

As of April 1, 2018, the Company established the Long Term Incentive Compensation Plan "the Plan". The Plan is administered by the Nominations and Compensation Committee of the board of managers and allows for grants of Long Term Incentive Awards. The Plan's Performance Measurement period is three consecutive fiscal years over which the awards vest and are payable at the end of the third and final fiscal year (certain exceptions are applicable for death, retirement, disability, or a change in control). Targeted Incentive Awards are based upon specified corporate financial metrics. Performance measures and relative weights are set annually.

The Company recorded a liability of $9,346 and $1,974 as of March 31, 2022 and 2021, respectively, in the accompanying consolidated financial statements related to this plan. Bonus expense of $7,373 and $2,655 was recorded for the years ended March 31, 2022 and 2021, respectively, which was classified within selling, administrative, and retail store expenses in the accompanying consolidated statements of operations and comprehensive income (loss).

Deferred Compensation Plan

The Company adopted the TBC Holdings, LLC Deferred Compensation Plan, which allows certain key employees to defer up to 80% of their base salary and/or 100% of their bonuses on a tax-

deferred basis. All deferral elections are required to be made prior to the beginning of the respective plan year. Participants receive returns on amounts they deferred based on investment elections they make, which are added to their deferrals. Deferrals into the Plan and any related earnings are 100% vested. The Company purchased life insurance contracts that may be used to fund the Company's obligation under this plan. As of March 31, 2022 and 2021, the Company had a liability of $7,409 and $12,100 and an asset of $13,746 and $13,416, respectively, recorded in the accompanying consolidated balance sheets related to this plan. The related asset is included in other assets and the liability is included in other noncurrent liabilities within the accompanying consolidated balance sheet.

15. Financial Guarantees and Credit Risks

From time to time, the Company's franchise business unit provides certain financial guarantees associated with franchisee's real estate leases and certain financing items. Although the guarantees were issued in the normal course of business to meet the financing needs of its franchisees, they may represent credit risk in excess of the amounts reported in the consolidated balance sheets. As of March 31, 2022 and 2021, there were no contractual amounts owed as it related to these guarantees to the Company by any franchisee or by the Company on behalf of any franchisee.

16. Commitments and Contingencies

The Company is involved in various legal proceedings, which are routine to the conduct of its business. None of the ongoing legal claims against the Company had a material impact to the financial results as of and for the year ended March 31, 2022 and March 31, 2021, nor does the Company believe that any such litigation will have a material adverse effect on its consolidated financial position or results of operations in future periods.

17. Subsequent Events

The Company has reviewed and evaluated material subsequent events from the balance sheet date as of March 31, 2022 through the financial statement issuance date, or May 27, 2022.

TBC HOLDINGS, LLC GUARANTEE OF PERFORMANCE

For value received, TBC Holdings, LLC, a Delaware limited liability company (the "**Guarantor**"), located at 4300 TBC Way, Palm Beach Gardens, Florida 33410, absolutely and unconditionally guarantees to assume the duties and obligations of Midas International, LLC, located at 4300 TBC Way, Palm Beach Gardens, Florida 33410 (the "**Franchisor**"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2023 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with the franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Palm Beach Gardens, Florida on the 1st day of June, 2023.

Guarantor:
TBC HOLDINGS, LLC

By: /s/ Scott Hurd
Name: Scott Hurd
TBC Holdings, LLC
Title: EVP & CFO

EXHIBIT C-1

APPLICATION FOR MIDAS SHOP FRANCHISE ("APPLICATION")

Section 1. Application: _____ ("**Applicant**") hereby applies to Midas International, LLC ("**Midas**") for a Midas Shop ("**Shop**") franchise at:

(a) a specific site, subject to the approval of Midas, in the following area: _____ (the "**Market Area**"); or

(b) the following specific site: _____ _____;

pursuant to a Midas Franchise Agreement ("**Franchise Agreement**") to be executed and entered into by Applicant (or a corporation or other business entity owned by Applicant).

Section 2. Franchise Fee, Deposit. Except as provided below, upon executing the Franchise Agreement, Applicant shall pay Midas the then-current initial franchise fee required under the Franchise Agreement and as described in Midas's current Franchise Disclosure Document ("**FDD**") ("**Franchise Fee**"). As designated by Midas, if Applicant does not sign the Franchise Agreement and pay the Franchise Fee upon acceptance of this Application, Applicant must immediately, upon Midas's request, deposit $10,000 ("**Deposit**") with Midas. The Deposit is not refundable unless Midas rejects or terminates the Application, in which case Midas shall refund the Deposit to Applicant as described in Section 5 below. The Deposit shall be credited against the Franchise Fee when Applicant signs a Franchise Agreement. If the Franchise Fee is waived due to Applicant's participation in an applicable incentive program, upon Applicant signing a Franchise Agreement for a Shop Midas will apply the Deposit toward the Minimum Site Payment, as defined in the Franchise Agreement, if applicable, or, if no Minimum Site Payment is required, apply a one-time credit that equals the Deposit towards Applicant's trade account. The FDD and its attachments contain the programs and details concerning the various incentive programs that may impact the actual Franchise Fee paid to Midas. If Applicant is applying to acquire a Midas Shop franchise in a transfer from another franchisee, the Deposit shall be $5,000 ("**Transfer Deposit**"). The Transfer Deposit is not refundable under any circumstances and is not applied or credited toward the transfer fee or any other amounts.

Section 3. Applicant's Information; Acceptance by Midas. Applicant shall submit to Midas a completed Personal Financial Statement ("**PFS**") and such other information requested by Midas to determine whether Applicant is acceptable to Midas as a franchisee (the PFS and such other information, collectively, "**Applicant's Information**"). Midas shall have 90 days from receipt of Applicant's Information to accept or reject this Application, in Midas' sole discretion. If Midas does not respond in 90 days, this Application shall be deemed rejected. Midas will return the Deposit if it does not accept this Application as described in Section 5 below.

Section 4. Required Documents. If not executed upon acceptance of this Application, Applicant agrees to execute (or cause to be executed), within 30 days after submittal by Midas (but not sooner than seven (7) calendar days after receipt thereof) and as a material condition of being authorized to open the Shop for business the then-current, standard form Franchise Agreement and such other standard Midas franchise and real estate documents Midas determines appropriate including, but not limited to: personal guaranties of all franchise, real estate and other obligations (to be signed by all stockholders, members or partners of the "Franchisee" executing the Franchise Agreement); subordination agreement; lease (if Midas owns the site); sublease (if Midas leases the site); Option and

Shop Lease including the lender's execution of Midas' standard non-disturbance agreement (if Applicant owns the site); Conditional Assignment of Lease including the landlord's execution of the lessor's consent (if Applicant leases the site from a landlord other than Midas); and recording memorandum (the Franchise Agreement and such other documents, collectively, "**Required Documents**"). If Applicant does not return the executed Required Documents to Midas within 30 days of being submitted by Midas, this Application will be deemed terminated by the parties pursuant to Section 5 below.

Section 5. **Termination.** Except as otherwise provided herein, either party may terminate this Application at any time upon notice to the other party prior to the execution of the Franchise Agreement. The Deposit will not be refunded unless the Application is rejected or terminated by Midas. In such case the Deposit will be paid by Midas to Applicant within 60 days of Midas's rejection or termination of the Application.

Section 6. **Confidentiality.** Applicant will receive from Midas certain real estate, market planning, demographic, financial, marketing, operating and other information relating to Midas, its plans and operations which information is confidential and proprietary to Midas ("**Confidential Information**"). Applicant shall: (a) maintain the Confidential Information in strict confidence; (b) not use any Confidential Information for Applicant's own benefit; (c) not disclose any Confidential Information to, or use it for the benefit of, any third party; and (d) upon request, immediately return to Midas all forms of the Confidential Information. If Applicant breaches the provisions of this section, Midas shall be entitled to injunctive and other equitable relief. The following is not Confidential Information: (i) information which is already in Applicant's possession; (ii) information which is or becomes public knowledge through no fault or act of Applicant.

Section 7. **Amendment.** This Application can be altered or amended only via a written instrument signed by Applicant and an authorized officer of Midas. This Application is the entire agreement between the parties hereto as to the subject matter hereof.

Section 8. **Notices.** All notices required to be delivered by this Application must be in writing and will be deemed to be delivered, unless specified otherwise herein: (i) at the time delivered by hand; (ii) one (1) business day after transmission by facsimile or other electronic system (e.g. e-mail) if the sender has confirmation of successful transmission; (iii) one (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or (iv) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid. All notices to Midas must be sent to the 4300 TBC Way, Palm Beach Gardens, Florida 33410, although Midas may change this address for notice by giving Applicant notice of the new address. Any notice that Midas sends to Applicant may be sent only to the address stated in this Application or any other contact information that Applicant has provided to Midas in writing.

Applicant:

_____

Date: _____, 20___

Midas International, LLC

By: _____

Applicant's address:

_____

_____

_____

Acceptance date: _____, 20___

EXHIBIT C-2

MIDAS INTERNATIONAL, LLC

FRANCHISE APPLICANT QUESTIONNAIRE

As you know, Midas International, LLC ("**Midas**") and you are preparing to enter into a Franchise Agreement for the operation of a Midas Shop ("**Shop**"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that Midas has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. I had my first face-to-face meeting with one of Midas's representatives on _____, 20___.

2. Were you advised of the various formats in which you could receive Midas' Franchise Disclosure Document (paper copy or electronic)?

   Yes _____ No _____

3. Have you received and personally reviewed Midas's Franchise Disclosure Document (the "**FDD**") that was provided to you?

   Yes _____ No _____

4. Did you sign a receipt for the FDD indicating the date you received it?

   Yes _____ No _____

5. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

   Yes _____ No _____

   If no, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages as needed.)

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

6. Have you received and personally reviewed the Franchise Agreement (the "Franchise Agreement") and each Exhibit and Addendum (if any) attached to it?

   Yes _____ No _____

7. Do you understand all of the information contained in the Franchise Agreement and each Exhibit and Addendum (if any) provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, Exhibit or Addendum (if any) do you not understand? (Attach additional pages as needed.)

_____
_____
_____
_____
_____
_____
_____
_____

8. Please insert the date on which you received a copy of the Franchise Agreement and each Exhibit and Addendum (if any) attached to it with all material blanks fully completed:
_____, 20_____

9. Do you understand your financial and other obligations under the Franchise Agreement?

Yes _____ No _____

10. Have you discussed with an attorney, accountant or other professional advisor the benefits and risks of establishing and operating a Shop as a franchised business?

Yes _____ No _____

11. Do you understand the economic and business risks associated with operating a Midas Shop?

Yes _____ No _____

12. Do you understand that the success or failure of your franchised Shop business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

13. Has any employee or other person speaking on behalf of Midas made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity on your behalf) concerning the actual or possible revenues, profits or operating costs of a Midas Shop franchised business operated by Midas or any of its franchisees, that is contrary to, or different from, the information provided in the FDD?

Yes _____ No _____

14. Has any employee or other person speaking on behalf of Midas made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity on your behalf) regarding the amount of money you may earn in operating the Shop as a franchise business, that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

15. Has any employee or other person speaking on behalf of Midas made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity on your behalf) concerning the total amount of revenue that the Shop as a franchise business will or may generate, that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

16. Has any employee or other person speaking on behalf of Midas made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity on your behalf) regarding the costs you may incur in operating the Shop as a franchise business, that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

17. Has any employee or other person speaking on behalf of Midas made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity on your behalf) concerning the likelihood of success that you should or might expect to achieve from operating the Shop as a franchise business?

Yes _____ No _____

18. Has any employee or other person speaking on behalf of Midas made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity on your behalf) concerning advertising, marketing, training, support service or assistance that Midas will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

19. Have you entered into any binding agreement with Midas concerning the purchase of this franchise prior to today?

Yes _____ No _____

20. Have you paid any money to Midas concerning the purchase of this franchise prior to today other than a deposit under the Application for a Midas Shop franchise?

Yes _____ No _____

21. Do you understand that you have <u>not</u> and will <u>not</u> be granted an exclusive territory regarding the location of the Shop?

Yes _____ No _____

22. Do you understand that Midas retains at all times the right to either establish and operate itself, or to grant one or more franchises to any other party or parties to establish and operate a Midas Shop or Shops at any other location or locations whatsoever?

Yes _____ No _____

23. Do you understand that the Franchise Agreement contains the entire agreement between you and Midas concerning the franchise for the Shop, meaning that any prior oral or written statements not set out in the Franchise Agreement will not be binding?

Yes _____ No _____

24. If you have answered "Yes" to any of questions 13-20 or "No" to any of questions 9 – 12 or 21-23, please provide a full explanation of each such answer in the following blank lines. Attach additional pages, as needed, and refer to them below. If you have answered "No" to each of questions 13-20 and "Yes" to each of questions 9-12 and 21-23, then please leave the following blank.

_____
_____
_____
_____
_____
_____
_____
_____

25. I signed the Franchise Agreement and Exhibits and Addendum (if any) on _____, 20____, and acknowledge that no agreement or addendum is effective until signed and dated by Midas.

FOR MARYLAND ONLY:

Do not sign this Statement if you are a resident of Maryland or the franchise is to be operated in Maryland.

FOR WASHINGTON ONLY:

This Questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

SHOP ADDRESS:

_____
_____
_____

FRANCHISE APPLICANT:

_____
Signed

_____
Printed Name

_____, 20___
Date

EXHIBIT D-1

MIDAS INTERNATIONAL, LLC

FRANCHISE AGREEMENT

Shop #
Street Address
City, State

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FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT ("Agreement") is entered into by and between Midas International, LLC, a Delaware limited liability company with its principal office at 4300 TBC Way, Palm Beach Gardens, Florida 33410 ("Midas"), and _____, a(n) _____ with its principal office at _____ ("Franchisee").

RECITALS:

Midas and Franchisee mutually acknowledge as follows:

Midas is engaged in the business of operating, and of licensing the operation by others, of total car care automotive shops known as "Midas Shop(s)" which engage in the sale and installation of those products and perform those services listed in Schedule A. Certain approved products installed at Midas Shops carry a unique and valuable Midas Guarantee to the consumer public.

All of said Midas Shops are operated in connection with and through the use of various trademarks, trade names, and service marks consisting of or containing the words "Midas", "Midas Shops", and certain related words, letters, and symbols, (all of which are hereafter collectively referred to as the "Proprietary Marks"), and in connection with certain designs of signs and buildings, logos, and copyrighted materials, (all of which are hereafter collectively referred to as the Midas "indicia"). In addition, other applications for registration are presently pending and/or may be applied for in the future.

Midas has also developed a unique business format franchise system for the establishment and operation of said Midas Shops (hereinafter referred to as the "Midas System"), which includes site selection, construction and layout, equipment selection and installation, purchasing, approved suppliers, and inventory, control methods, methods, processes, merchandising, advertising, sales, and promotional techniques, installation techniques, and other matters relating to the operation of a Midas Shop and the maintenance of high standards of quality.

Midas has expended large sums of money over a period of many years in developing and improving the Midas System, and in advertising, promoting, and publicizing the Midas Proprietary Marks and indicia, as well as the various unique Midas guarantees, all of which have become well and favorably known to the public throughout the United States and Canada, and Midas has acquired a valuable goodwill therein. The public has come to associate said Proprietary Marks and indicia exclusively with the Midas approved products and services offered, sold, installed, and rendered by authorized Midas Shops.

Midas makes available to all franchisees information, experience, advice, guidance, and know-how of the Midas System.

Franchisee desires to establish and operate a Midas Shop at the location hereafter designated, to use in connection therewith the Midas Proprietary Marks and indicia and the Midas System, and to issue and honor the Midas guarantees, and to derive the benefits of Midas' information, experience, advice, guidance, know-how, and customer goodwill.

Franchisee acknowledges that it is essential to the maintenance of the high standards which the public has come to expect of authorized Midas Shops, to the preservation of the integrity of the Midas Proprietary Marks, indicia, and goodwill, and to the value of the Midas guarantees, that each franchisee adheres to certain uniform standards, procedures and policies hereafter described.

In consideration of the foregoing recitals, of the mutual covenants hereafter set forth, and of other good and valuable consideration, Midas and Franchisee agree as follows:

Article One: Grant, Term and Initial Fee

1.1 Grant of License. Midas hereby grants to Franchisee, and Franchisee hereby accepts from Midas, the right, franchise and license, for the term and upon the terms and conditions hereafter set forth:

(a) To establish and operate a Midas Shop at the following location only:

_____.

Upon determination of the Approved Location, Franchisee and Midas shall execute the Site Selection Addendum attached hereto as Schedule B. The Shop at the specific location identified above or at the Approved Location is hereinafter referred to as the "Shop";

(b) To use, in connection with the operation of said Shop, the Midas Proprietary Marks and indicia, and the Midas System;

(c) To purchase from Midas and to resell from said Shop those approved Midas products listed in Schedule A attached hereto, and to sell and install said approved Midas products in or from Franchisee's Shop;

(d) To perform in Franchisee's Shop those Midas services listed in Schedule A attached hereto; and

(e) To issue and honor the various Midas guarantees in connection with such of said products and services as may be subject to guarantee from time to time.

1.2 Non-Exclusivity. The right, franchise, and license granted herein shall be non-exclusive. Midas shall at all times have the right either to establish and operate itself, or to license any other party or parties to establish and operate or to grant rights to others to develop, a Midas Shop or Midas Shops at any other location or locations whatever. In addition, Midas on behalf of itself and its parent companies, subsidiaries, and affiliates, reserves the sole and absolute right:

(a) to acquire and continue to operate, directly or indirectly, any business operating under the same or different trademarks than the Proprietary Marks;

(b) to provide, offer, sell and grant others the right to provide, offer and sell goods and services the same as, similar to, and/or competitive with those provided at a Midas Shop as provided in Schedule A, whether identified by the Proprietary Marks or other trademarks or service marks, via alternative channels of distribution (including the Internet, catalog sales, telemarketing, or other direct marketing);

(c) to acquire and retain, directly or indirectly, the rights and obligations of any franchisor or licensor of any business similar to or different from a Midas Shop operating under the same or different trademarks than the Proprietary Marks;

(d) to establish and promote other franchise systems involving different services or products using different trademarks than the Proprietary Marks, and to establish company-owned or franchised outlets for those systems, without offering Franchisee the right to participate;

(e) to acquire, be acquired, or merge with any other business entity or to sell some or all of their assets to any other entity, including any competitor; or

(f) to delegate the performance of any portion or all of Midas' obligations under this Agreement to third party designees, whether these designees are Midas' agents or independent contractors with whom Midas has contracted to perform these obligations.

1.3 Term. The term of this Agreement and of the right, franchise, and license herein granted shall commence on _____, 20__, and shall run through and include _____, 20__, unless sooner terminated in accordance with the terms hereof ("Term"). Franchisee agrees to operate its Midas Shop for the full Term. If Franchisee continues to operate its Shop with Midas's express or implied consent following the expiration of this Agreement, the continuation will be a month-to-month extension of this Agreement. This Agreement will then be terminable by either party on 30 days written notice. Otherwise, all provisions of this Agreement will apply while Franchisee continues to operate its Midas Shop.

1.4 Initial Franchise Fee. Franchisee has paid to Midas, or will concurrently with the execution of this Agreement pay to Midas, the sum of _____ dollars ($_____) as an initial fee for the right, franchise and license hereby granted ("Franchise Fee"). Except as provided below, the Franchise Fee is fully earned by Midas upon the execution and delivery of this Agreement by Midas. If Franchisee is unable to locate and obtain Midas's approval of the site for its Shop (the "Site") within 30 days of the end of the Site Selection Period (defined below), Midas will be entitled at its option to terminate this Agreement pursuant to Section 8.2(d)(ix) below, in which event Midas will refund to Franchisee the actual amount of the Franchise Fee received from Franchisee less the greater of (i) seventy five percent (75%) of such Franchise Fee, or (ii) $10,000, which amount shall be retained in compensation for the site selection services that Midas provided to Franchisee. In the event the Franchise Fee is waived or reduced due to Franchisee qualifying for an incentive program, Franchisee must deposit with Midas $10,000 upon signing this Agreement (the "Minimum Site Payment") and Midas will provide Franchisee a credit on Franchisee's trade account in the amount of the Minimum Site Payment upon signing Schedule B of this Agreement identifying the Site, but if Franchisee is unable to locate and obtain Midas's approval of the Site within 30 days of the end of the Site Selection Period, Midas will be entitled at its option to terminate this Agreement pursuant to Section 8.2(d)(ix) below, in which event Midas will retain the Minimum Site Payment paid by Franchisee in compensation for the site selection services that Midas provided to Franchisee. If a franchise broker has been involved in the acquisition or sale of the franchise under this Agreement, the initial franchise fee paid by Franchisee is non-refundable in its entirety under any circumstances.

1.5 Independent Contractor. It is understood and agreed that Franchisee is an independent contractor of Midas and is in no way authorized to make any contract, warranty, or representation or to create or imply any obligation on behalf of Midas. Neither this Agreement nor the course of conduct between Midas and Franchisee is intended, nor may anything in this Agreement or the course of conduct be construed, to state or imply that Midas is the employer of Franchisee's employees or agents, or vice versa. Notwithstanding any other provisions in this Agreement, Midas shall not be responsible for supervising the activities of Franchisee's Midas Store or ensuring that the Midas Store is operated in compliance with applicable laws.

1.6 Incorporation of Riders. To the extent that any rider to the Agreement for a specific state is applicable, such rider is incorporated herein and this Agreement is modified accordingly. The provisions in any applicable rider are included as a condition to registration or use in certain jurisdictions, and Midas is not precluded from contesting the validity, enforceability, or applicability of such provisions in any action relating to this Agreement or its rescission or termination.

Article Two: Proprietary Marks, Indicia, and Confidential Information

2.1 Validity and Use of Proprietary Marks. Franchisee hereby acknowledges the validity of the Proprietary Marks, and acknowledges that the Proprietary Marks are the sole property of Midas. Franchisee shall use the Proprietary Marks only for so long as the right, franchise, and license granted herein remains in force, and only in connection with the sale and installation of approved Midas products and the rendition of authorized Midas services, in the manner and for the purposes specified in this Agreement. Franchisee shall not, either during or after the Term, do anything, or aid or assist any other party to do anything, which would infringe upon, harm, or contest the rights of Midas in any of the Proprietary Marks or in any other mark or name, which incorporates the word "Midas." Franchisee shall not use any mark or name other than as herein licensed in connection with the sale of any approved Midas products or services, and shall not place any name or mark, other than the names or marks originally appearing thereon, on any products, packages, or other materials which Franchisee obtains from Midas.

2.2 Designation of Shop and Firm Name. Franchisee shall operate, advertise and promote the Shop under the designation "Midas", without the addition of any prefix or suffix, or under such other name or names as Midas, in its sole discretion, may from time to time designate, and under no other name or designation. However, Franchisee shall not use the name "Midas Shop", any other name containing the word "Midas" or any other Proprietary Mark in or as part of the firm or corporate name of Franchisee. Franchisee shall, upon the demand of Midas at any time, promptly discontinue the use of any such name or word (or any confusingly similar name or word) in its firm or corporate name, and shall promptly take such steps as may be necessary or appropriate in the opinion of Midas to eliminate any such name or word from Franchisee's firm or corporate name.

2.3 Validity and Use of Midas Indicia. Franchisee acknowledges that the Midas indicia are the exclusive property of Midas. Franchisee shall not, either during or after the Term, utilize any of the Midas indicia, or any indicia confusingly similar thereto, except in accordance with the terms of this Agreement. Franchisee agrees that any further rights that may develop in any Proprietary Marks or in any of the Midas indicia in the future as trade names, trademarks, or service marks shall inure and accrue to the benefit of Midas.

2.4 Confidential Nature of Midas System.

(a) **Non-Disclosure of Confidential Information.** Franchisee hereby acknowledges that Midas is the sole owner of all proprietary rights in and to the Midas System and each and every part thereof and all material and information now or hereafter revealed to Franchisee under this Agreement relating to the System. Franchisee further acknowledges that the Midas System, in its entirety, constitutes trade secrets of Midas which are revealed to Franchisee in confidence, solely for the purpose of enabling Franchisee to establish and operate the Shop herein licensed in accordance with the terms of this Agreement. Such trade secrets include, but are not limited to, product catalogues, price lists, training manuals and workbooks, policy manuals, sales promotion aids, business forms, accounting procedures, marketing reports, informational bulletins, and inventory systems. Franchisee agrees that both during and after the Term, (a) he will not reveal any of such trade secrets to any other person, firm, or entity, and (b), he will not use any of such trade secrets in connection with any business or venture in which he has a direct or indirect interest, whether as proprietor, partner, joint venturer, shareholder, officer, director, or in any other capacity whatever, other than in connection with the operation of the Shop herein licensed.

(b) **In-Term Non-Competition Obligations.** Franchisee acknowledges that the Midas System is unique and distinctive and has been developed by Midas at great effort, time and expense; that Franchisee has regular and continuing access to valuable and confidential information, training, and trade secrets regarding the Midas System; that as a result of the foregoing, it would be impossible for

Franchisee to engage in a similar business without making use of or revealing Midas' confidential information, procedures, and trade secrets; and that Franchisee has an obligation to promote sales under the Midas System. Franchisee accordingly agrees that during the Term, including any renewals or extensions thereof, Franchisee shall not, without the prior written consent of Midas, directly or indirectly, individually or as a member of any business organization, engage or have an interest, as an employee, owner, investor, partner (inactive or otherwise) or agent, or as a stockholder, director or officer of a corporation, or otherwise, in any business whose activities include the sale at wholesale or the sale or installation at retail of exhaust system components, shock absorbers, or any other product or service nationally offered by Midas Shops and which conducts such activities as found in Schedule A at any location.

The terms *"direct"*, *"directly"*, *"indirect"* and *"indirectly"*, as used in this Section 2.4, shall include, but not be limited to, any interest described herein held by, or any activities described herein engaged in, by or through a member of Franchisee's immediate family. Franchisee's "*immediate family"* includes Franchisee's spouse, parents, step-parents, children, step-children, brothers and sisters, mothers- and fathers-in-law, sons- and daughters-in-law, and brothers- and sisters-in-law and any person (other than a tenant or employee) sharing Franchisee's household. In the event that Franchisee is a corporation, the foregoing restrictions shall apply to each shareholder owning 25% or more of the capital stock thereof, and in the event that Franchisee is more than one person, the foregoing restrictions shall apply to them jointly and severally; provided that the foregoing restrictions shall not apply to investment in the shares or stock of a public company which at the time of investment is listed on a recognized stock exchange so long as such shares or stock are listed. The restrictions contained in this Section 2.4 shall be severable in accordance with the provisions of Section 10.7 of this Agreement.

(c) **Post-Termination Non-Competition Obligations.** Franchisee covenants that, except as otherwise approved in writing by Midas, Franchisee shall not, for a continuous uninterrupted period commencing upon any termination or expiration of this Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly, for himself or herself or through, on behalf of or in conjunction with any person, corporation, limited liability company, limited liability partnership, partnership or other business association or non-individual legal entity own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to or have any interest in any business which is the same as or substantially similar to the Shop or any other Midas Shop which is located: (i) within 15 miles of the Shop licensed herein or (ii) within 15 miles of any other then-existing Midas Shop. If Franchisee commits a breach of this Section 2.4(c), the two (2) year period shall start on the date that Franchisee is enjoined from competing or stops competing, whichever is later.

(d) **Remedy.** Franchisee acknowledges that any violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Midas for which no adequate remedy at law will be available. Accordingly, Franchisee hereby consents to the entry of an injunction prohibiting any conduct by Franchisee in violation of the terms of the covenants not to compete set forth in this Agreement. Franchisee expressly agrees that any violation of the terms of said covenants not to compete can be conclusively presumed to have been accomplished by and through Franchisee's unlawful utilization of Midas' confidential information. Further, Franchisee expressly agrees that the existence of any claims that he or she may have against Midas, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Midas of the covenants not to compete set forth in this Agreement.

(e) **Fairness and Reasonableness.** Franchisee acknowledges and agrees that the covenants not to compete set forth above are fair and reasonable and will not impose any undue hardship on Franchisee (and/or on the owners of its equity interests), as Franchisee and the owners of its equity interests, as applicable, have other considerable skills, experience and education which afford Franchisee and the owners of its equity interests, as applicable, the opportunity to derive income from other endeavors.

2.5 Goodwill. Franchisee acknowledges that all goodwill which may arise from Franchisee's use of the Proprietary Marks, the Midas indicia, or the Midas System, is and shall at all times remain the sole and exclusive property of Midas and shall inure to the sole benefit of Midas. Nothing contained in the preceding sentence shall be construed to prohibit Franchisee from receiving for a sale of the Shop made in compliance with the provisions of Article Seven a price which includes payment for any goodwill belonging to Franchisee.

2.6 Unauthorized Use. Franchisee shall promptly report to Midas any unauthorized use of the Proprietary Marks or Midas indicia that comes to Franchisee's attention in any manner whatsoever. If requested by Midas, Franchisee will cooperate with Midas in precluding unauthorized use of the Proprietary Marks and Midas indicia, or any confusingly similar mark or indicia, but at the sole expense of Midas.

2.7 Manuals. Midas has and will continue to develop proprietary manuals containing specifications, standards and procedures applicable to the Midas System and the operations of a Midas Shop (collectively, the "Manual(s)"). To protect the reputation and goodwill of the business operating under the Midas System, and to maintain high standards of operation under the Proprietary Marks, Franchisee shall conduct business of Franchisee's Shop strictly in accordance with the Manuals. The Manuals are and will remain the exclusive property of Midas. In the event of a conflict between this Agreement and any Manual, this Agreement will control. Franchisee agrees that Midas may modify the Midas System, and that modifications to the Midas System may require modifications to the Manual and to any additional Manuals or materials Midas develops. Franchisee agrees to operate the Midas Shop in conformance with any modifications to the Manuals and any additional Manuals or materials Midas develops. The Manuals are designed to protect Midas' reputation and the goodwill of the Proprietary Marks, they are not designed to control the day-to-day operations of Franchisee's Midas Shop. Modifications will be effective on receipt by Franchisee. Midas will either e-mail or provide access via intranet to Franchisee of the modified Manual. Franchisee takes the sole responsibility for failing to read and abide by any modifications stated within the Manual.

Article Three: Continuing Obligations of Midas

3.1 Services to be Rendered by Midas. Midas agrees that it will perform the following initial (prior to opening the Shop) and continuing services for the benefit of Franchisee:

(a) Midas, an affiliate of Midas or Midas' designee shall provide general site selection guidelines and consultation.

(b) Midas, an affiliate of Midas or Midas' designee shall make available to Franchisee standard building plans and signage specifications for a prototype Midas Shop and shall consult with Franchisee with respect to the site layout, exterior design, signage, floor plan and equipment for the Shop.

(c) Midas or its designee shall furnish such general advertising materials, ideas and suggestions for the Shop's grand opening campaign as Midas deems appropriate.

(d) If Franchisee's Shop has not yet opened, Midas will instruct Franchisee, prior to the opening of Franchisee's Shop, in all aspects of the Midas System by providing a training program which must be attended by Franchisee and such of Franchisee's management and supervisory personnel as Franchisee designates. Part of this training program may be provide online at Midas' option. From time to time after the opening of Franchisee's Shop, Midas may, at its option, provide a training program or programs to Franchisee and such of Franchisee's managers and supervisory personnel as Franchisee designates, and Franchisee must attend and cause all such designated managers and supervisory personnel to attend such

training program or programs. All expenses of travel, lodging, meals, and other living expenses, incurred by Franchisee and/or such managers or supervisory personnel in attending such initial or subsequent program or programs shall be borne and paid by Franchisee.

(e) Midas shall make available to Franchisee, via Intranet, a copy of the Manual, subject to the provisions of Section 2.4(a) and 2.7 above.

(f) Midas agrees to make available to Franchisee from time to time all improvements and additions to the Midas System, to the same extent and in the same manner as they are made available to Midas franchisees generally.

(g) Midas agrees to make available to Franchisee the benefits of Midas' information, experience, advice, guidance and know-how.

(h) Midas agrees that it will purchase and place from time to time advertising and marketing promoting the products and services sold by Midas franchisees, including search engine marketing and optimization. Subject to the provisions hereafter set forth, all decisions regarding whether to utilize national/regional, or local advertising, or some combination thereof, and regarding selection of the particular media and advertising content, shall be within the sole discretion of Midas and such agencies or others as Midas may appoint. Midas agrees that it will expend for media costs, commissions and fees, production costs, and other costs of such advertising, with respect to all Midas franchisees, an amount not less than one-half of the royalties actually received by Midas from all Midas franchisees (not including franchisees under any different concepts or concepts co-branded by Midas and another brand, and not including any reduced royalties under any fleet program). Such amounts, as so computed, shall be expended for advertising which is published, broadcast, displayed, or otherwise disseminated either during the calendar year within which such royalties are received by Midas, or during a succeeding calendar year. Nothing herein shall be deemed to prohibit Franchisee from engaging in any advertising or promotion of their Shop, in addition to the advertising paid for by Midas, provided such advertising or promotion shall be at the sole cost of Franchisee and without deduction or credit against royalties or other amounts owed by Franchisee to Midas, and shall be subject to the provisions of Section 6.8.

(i) On or before June 1st of each year, Midas shall provide Franchisee with a document stating with respect to the preceding calendar year, (1) the amount of royalties actually received, and (2) the amount expended for advertising pursuant to this Section 3.1. Midas shall also provide Franchisee with details of the amounts expended for media costs, commission and fees, and production costs relating to the advertising. In the event Midas expends for such advertising an amount in excess of one-half of royalties actually received in any calendar year as described in Section 3.1(h), then such excess may be applied by Midas in satisfying the expenditure requirement during the succeeding calendar year.

If Franchisee is in default of this Agreement for any reason (such as for failure to make payments or maintain any standards or requirements stated in the Manual), or any other agreement Franchisee has entered into with Midas, Midas may, at any time while that default remains uncured, suspend Franchisee's rights to receive any support services from Midas of any kind.

3.2 Sales of Products to Franchisee. During the Term and for so long as Franchisee is in good-standing with Midas and each affiliate, subsidiary, or parent of Midas and meets the then-current credit criteria, Midas will make reasonable best efforts to make available to Franchisee any products that Midas offers to similarly situated franchisees. Franchisee hereby acknowledges that Midas does not have any obligation to offer the sale of automotive repair products to Franchisee.

Article Four: Royalties

4.1 Payment of Royalty. (a) Except as set forth in Sections 4.1(b), 4.1(c) and 4.1(d), Franchisee agrees to pay to Midas, within ten days after the close of each calendar month during the Term, a royalty in an amount equal to ten percent (10%) of Franchisee's Net Revenue for said preceding month. For purposes of this Section 4.1, Net Revenue is defined as the total gross revenue derived by Franchisee from the operation of his Shop, whether from sales for cash or credit, and irrespective of the collection thereof, including sales of both merchandise and services, and including installation charges for installation of automobile mufflers or any other products which may be permitted pursuant to the terms of the Midas guarantees on such mufflers and other products, but exclusive of all sales taxes, use taxes, gross receipts taxes, and other similar taxes added to the sales price and collected from the customer, and less any bona fide refunds, rebates, and discounts. Royalties received by Midas pursuant to this Section 4.1 shall not be deemed trust funds nor shall Midas be required to segregate such funds in any way, but they shall be deemed general funds of Midas for all purposes.

(b) Franchisee agrees to pay to Midas a reduced royalty of six percent (6%) of Franchisee's Net Revenue for the preceding calendar month on the sale of motor vehicle tires ("Tire Royalty"). The Tire Royalty will also apply to sales of valve stems and wheel weights, as well as mounting, balancing, tire repair and road hazard. All other products, labor, and services are subject to the full ten percent (10%) royalty provided in Section 4.1(a). Franchisee shall pay the Tire Royalty at the same time the royalties provided for in Section 4.1(a) are payable.

(c) During the Term, Franchisee agrees to pay to Midas, at the same time the royalties provided for in Section 4.1(a) are payable, a reduced royalty in an amount equal to two percent (2%) of Franchisee's Net Revenue for the preceding calendar month from the sale of motor vehicle batteries only (hereinafter referred to as the "Battery Royalty"). The Battery Royalty shall apply solely with respect to the sale of motor vehicle batteries by Franchisee during the Term. Accordingly, the ten percent (10%) royalty rate specified in Section 4.1(a) shall apply with respect to sales of related products and starting and charging services, including cables, mounting plates and brackets, installation, labor, diagnostic testing, road service and all other battery-related products, labor and services. As a condition to qualifying for the Battery Royalty, Franchisee agrees to break out and list separately all battery-related parts, labor and services on each customer invoice and on Franchisee's monthly Net Revenue report required under Section 4.2.

(d) Except as otherwise provided herein, at all times during which Franchisee is in compliance with the requirements for transmission of Data (as defined below) set forth in Section 6.17(a) below, the royalty rate applicable to all Exempt Sales (as defined below) which are provided at or in connection with the Shop shall be zero percent (0%). "Exempt Sales" shall mean, and shall be limited solely to, the following: third party vehicle towing, third party rental car services and the cost of state inspection stickers. Midas' agreement to a zero percent (0%) royalty rate on Exempt Sales is expressly contingent upon Franchisee charging the applicable customer only an amount equal to the actual cost to Franchisee of providing the Exempt Sale in question. Accordingly, in the event that Franchisee elects to charge a fee or other amount in excess of the actual cost to Franchisee of providing the Exempt Sale in question, such fee or other amount (hereinafter referred to as the "Additional Fee") shall be subject to the ten percent (10%) royalty rate specified in Section 4.1(a). The determination as to whether Franchisee has charged a customer an Additional Fee for an Exempt Sale shall be made solely by Midas, and such determination shall be final and binding on Franchisee.

4.2 Reports and Records. (a) Franchisee shall submit electronically to Midas, with and at the time each monthly payment of royalty is required pursuant to Section 4.1 above, a true, correct and complete statement of Net Revenue (as defined in Section 4.1) as Midas requires, containing all information called for by Midas and certified to by Franchisee. Franchisee must submit any and all reports, records, or

statements for its Shop electronically using computerized record-keeping and/or electronic accounting systems as Midas requires from time-to-time. If Midas is requested or must manually calculate and create the monthly statement of Net Revenue, then Franchisee will pay to Midas its then-current fee for performing this service.

(b) If the Term commences or ends on a day other than the first or last day of a calendar month, respectively, the royalty for such month shall be based upon Net Revenue for the portion of the month commencing or ending with the date of commencement, termination or expiration of the Term, as the case may be.

(c) Within sixty days after the close of Franchisee's fiscal year, Franchisee shall furnish a statement, on forms provided by Midas, containing all the information requested on such forms, certified to by Franchisee and signed by Franchisee's accountant, showing the total Net Revenue for said preceding fiscal year, as finally adjusted and reconciled after the closing and review of Franchisee's books and records for such fiscal year. If such statement disclosed any underpayment of royalties for such fiscal year, Franchisee shall pay to Midas, at the time of submitting such statement, the amount of any such underpayment. Any overpayment shall be credited to Franchisee's account.

(d) Franchisee shall maintain its computerized record keeping, electronic accounting systems and records in such manner as to clearly and accurately reflect Net Revenue as defined in Section 4.1. All such records shall also be maintained in accordance with the minimum standards as prescribed from time-to-time by Midas, and shall be preserved for a period of not less than five years after the close of Franchisee's fiscal year to which they relate and shall be open at all reasonable times to inspection and verification by Midas or any of its representatives. Midas shall be entitled, at any time, without prior notice, to have Franchisee's and Franchisee's Guarantor's computerized record keeping, electronic accounting systems and records (including Federal, State and local tax returns, bank statements and such other business documents relating to the Shop as determined by Midas) examined or audited at Midas' sole expense. Midas shall be entitled at any time to have Franchisee's books and records (including federal, state and local tax returns) examined or audited at Midas' expense, and Franchisee shall cooperate fully with the party or parties making such examination or audit on behalf of Midas. Midas may also require at any time the records from Franchisee or its affiliated parties be sent to Midas' offices or another location to permit the inspection or audit of such records to be conducted at Midas' place of business or other location. If Midas notifies Franchisee that documents are to be sent to a location other than the Shop location for the purpose of conducting an inspection or audit at that location, Franchisee shall provide the requested documents to Midas within the time period set forth in Midas' notice. Franchisee will be responsible for any expenses associated with collecting and delivering any documents requested by Midas for its inspection or audit. All documents provided for Midas' inspection or audit must be certified by Franchisee and the appropriate affiliated party, if applicable, as true, complete and correct. Franchisee shall promptly pay to Midas, or Midas shall credit to Franchisee's account, as the case may be, any underpayment or overpayment of royalties disclosed by such examination or audit. If any examination or audit is necessitated by Franchisee's failure to submit statements of Net Revenue or to maintain books and records as required by this Section 4.2, or in the event that the Net Revenues reported by Franchisee for any period of twelve consecutive months are more than five percent (5%) below the actual Net Revenues of Franchisee for such period as determined by any such examination or audit, or if Franchisee obstructs or otherwise fails to cooperate with such examination or audit, then Franchisee shall immediately pay to Midas the cost of such examination or audit (including reasonable compensation for any time necessarily expended by Midas' own employees and reimbursement for expenses necessarily incurred by them), as well as any additional amount of royalties shown to be due. Such payments shall be without prejudice to any right of Midas to terminate this Agreement on account of such defaults by Franchisee, in accordance with the terms of Section 8.2 below.

(e) Any amount properly owing from Franchisee to Midas for royalties, if not paid when due, whether such amount has been shown on any report required to be submitted by Franchisee or has subsequently been determined by verification, examination, or audit to have been due for any month, shall bear interest at a rate which is the lower of eighteen percent (18%) per annum or the highest rate permitted by law ("Interest Rate"), beginning ten (10) days after the date such amount was or would have been due until paid, except that if the amount is not paid within thirty (30) days after the due date, it shall bear the said interest from the due date. The Interest Rate shall apply as the post-judgment interest rate, regardless of the applicable statutory rate, in the event of any legal actions related to this Agreement. The payment of such interest shall not be deemed to authorize any delay in payment of any amounts owed hereunder. In addition, the payment of such interest shall be without prejudice to any rights Midas maintains to terminate this Agreement on account of such defaults by Franchisee, in accordance with the terms of Article Eight below. Franchisee acknowledges and agrees that Midas may modify the periods in which fees are due and/or calculated and the acceptable payment methods thereof and agrees to comply with any modifications or directives related to the fees payable under this Agreement as may be given by Midas from time to time.

Article Five: Warranties and Guarantees

5.1 Exclusion of Warranties and Guarantees. There are no warranties or guarantees, expressed or implied, made by Midas either to Franchisee or to any of Franchisee's customers, with respect to any products purchased by Franchisee from or through Midas, except as expressly set forth in Sections 5.2 and 5.3 below. Franchisee shall make no warranties or guarantees to his customers with respect to any such product or with respect to any services licensed hereunder except as expressly set forth in said Sections 5.2, 5.3, and 5.8. Midas shall not be liable to Franchisee or to any of his customers, on account of any alleged warranty, express or implied, except to the extent and in the manner set forth in Sections 5.2 and 5.3.

5.2 Warranty Against Factory Defects. Certain approved Midas products purchased by Franchisee, including those covered by specific guarantees as set forth in Section 5.3, are warranted by Midas to the ultimate consumer from the date of such consumer's purchase against defects in materials and workmanship. Midas shall provide the period of days of the warranty required to be provided to the consumer to Franchisee, which Midas reserves the right to change from time-to-time. If a product disclosing any such defect is returned to Franchisee within that time, whether the product was installed by Franchisee or any other Midas franchisee, Franchisee shall replace the product by installation of another approved Midas product of like grade and quality and which is proper for the application as specified in the Midas parts catalogue or product bulletins issued pursuant thereto, and shall make no charge whatever to the customer either for the product or for installation thereof. Upon compliance with policies and procedures then in force governing the return of such defective products, Franchisee shall be entitled to credit in an amount equal to the then current price at which such product is being offered by Midas to Franchisee, plus the cost of shipping such product back to Midas or its supplier if and as directed by Midas, but exclusive of any other freight or any other applicable charges.

5.3 Midas Guarantees. Certain approved Midas products purchased by Franchisee are and may from time to time be guaranteed by Midas to the ultimate consumer in accordance with the terms of a "Guarantee", furnished by Midas. With respect to those products as to which Midas from time to time furnishes such a Guarantee, it is agreed by Midas and Franchisee as follows:

(a) Franchisee will issue to each and every customer who purchases such a product (except such classes of customers as Midas may from time to time expressly exclude from the operation of such Guarantee) the Midas Guarantee applicable thereto, and will not issue, deliver, or otherwise furnish any other warranty or guarantee whatsoever in connection therewith.

(b) Franchisee will not deliver or otherwise furnish any such Midas Guarantee in connection with any product other than the approved Midas product to which such Guarantee is made applicable by Midas.

(c) Franchisee will honor each Midas Guarantee presented to Franchisee by the holder thereof, in accordance with the respective terms thereof and in accordance with policies and procedures promulgated by Midas from time to time, irrespective of whether such Guarantee was furnished by Franchisee or by any other Midas franchisee. Franchisee will replace the part so guaranteed only with another approved Midas part of like grade and quality, and which is proper for the application as specified in the Midas parts catalogue or product bulletins issued pursuant thereto, and shall deliver to the customer a like Guarantee in connection with such replacement part.

(d) Franchisee will make no charge to the customer for honoring any such Guarantee, except to the extent permitted by the express terms of the Guarantee. Where such terms permit the making of an installation charge, such charge shall not exceed an amount which is reasonable for the labor involved in installing the part so installed pursuant to the Guarantee.

(e) Franchisee will comply with all policies and procedures promulgated from time to time by Midas relating to such Guarantees, including but not limited to the delivery and validation thereof, the honoring thereof, and the presentation thereof to Midas for credit.

(f) Upon presentation to Midas of proper evidence of having duly honored any such Guarantee and upon having complied with all applicable policies and procedures then in force with respect to requests for credit thereunder, Franchisee shall be entitled to full or partial credit from Midas, if any, in such amounts and in such manner as may be prescribed from time to time by Midas, subject to the provisions of paragraph (g) below.

(g) Midas may from time to time furnish such Guarantees with respect to additional categories of products, or may discontinue or modify said Guarantees or the policies of reimbursement to its franchisees therefor, with respect to any category or categories of products now or hereafter covered, without any liability to Franchisee, provided however, that notwithstanding any such discontinuance or modification by Midas, Franchisee shall honor, in accordance with the terms thereof, all Guarantees delivered to customers prior to the date of such discontinuance or modification, and Franchisee shall remain entitled, with respect to all such previously delivered Guarantees, to credit from Midas in the same amounts as were available at the time of delivery of such Guarantees.

5.4 No Set-Off. Franchisee will not be allowed to set off amounts owed to Midas for royalties or other amounts due hereunder, against any monies owed to Franchisee, which right of set off is expressly waived by Franchisee. No endorsement or statement on any check or payment of any sum less than the full sum due to Midas shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and Midas may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law.

5.5 Misrepresentation and Disclosure. Franchisee shall make no untrue or misleading representations to customers or potential customers, whether written or oral, concerning the warranties or Guarantees described in Sections 5.2 and 5.3 above, and shall make all affirmative disclosures which may at any time be required by Midas or by law in order to properly advise customers with respect to such warranties and Guarantees and to avoid possible deception or confusion in connection therewith.

5.6 Improper Work and Unauthorized Guarantees. In the event any Midas franchisee replaces or does corrective work with respect to a product sold or installed by Franchisee, whether or not pursuant to any warranty or Guarantee, and such replacement or corrective work is the result of an improper,

incorrect, faulty, or defective installation by Franchisee, or any such Guarantee was issued in violation of the provisions of Section 5.3 or of the policies and procedures applicable thereto, Franchisee shall promptly pay to Midas for reimbursement to the Midas Shop making such replacement or doing such corrective work the total cost to the Midas Shop of all parts and the total labor cost involved, or if Franchisee is the Midas Shop making such replacement or doing such corrective work, then Franchisee shall receive no credit from Midas with respect thereto. Subject to the right of reimbursement as provided in the preceding sentence, Franchisee shall honor all Midas warranties and Guarantees presented by customers, irrespective of whether Franchisee or any other Midas franchisee made an improper, incorrect, faulty, or defective installation or issued such a Guarantee in violation of the provisions of Section 5.3 or of the policies and procedures applicable thereto. Nothing contained in this Section 5.6 shall authorize a violation of such provisions, policies, or procedures, or shall impair any remedy given Midas elsewhere in this Agreement for such violation.

5.7 Post-Termination Obligations. Midas agrees that every warranty or Guarantee properly issued to Franchisee's customers during the Term pursuant to Section 5.2 or 5.3 will be honored by Midas or by an authorized Midas franchisee. Upon termination of this Agreement under any circumstances, Franchisee shall not honor any further warranties or Guarantees and shall not be entitled to credit with respect to any such further warranties or Guarantees honored by Franchisee in violation of the provisions of this Section 5.7. Franchisee shall thereafter refer all requests for honoring of such warranties and Guarantees to Midas or to such other Midas franchisee or franchisees as Midas may from time to time designate.

5.8 Other Warranty Programs. Midas may, from time to time, establish requirements to honor, offer, and/or otherwise participate in certain designated warranty programs for certain products not covered by the warranties and guarantees described in Sections 5.2 and 5.3 above, such as road hazard programs for tires. Midas may require participation in a single designated warranty program for those products, or the satisfaction of certain minimum requirements for such programs administered by Midas, Franchisee or by third parties. These requirements may vary by location, including due to variations in state warranty laws. Franchisee shall comply with any requirements applicable for its location. Franchisee acknowledges that these requirements may include payments to Midas, its affiliates, and any third party administrator for participation in the warranty programs, funding of the warranty programs, and other services related to those warranty programs, which fees are subject to change from time to time upon notice from Midas to Franchisee. Franchisee must comply with any applicable laws with regard to any warranties and guarantees that it offers.

Article Six: Agreements of Franchisee with Respect to Operation of Shop

6.1 General. Franchisee will keep the Shop open to the public during those days and hours throughout the year during the Term as specified by Midas in the Manual from time to time, and will at all times operate the Shop diligently so as to maximize the revenues and profits.

6.2. Promotion and Purchase of Approved Products and Services. (a) Franchisee will at all times actively promote the sale of Midas approved products and services and will use its best efforts to cultivate, develop, and expand the market presence of Midas. Franchisee shall not sell any product or perform any service not listed on Schedule A to this Agreement without the prior written consent of Midas.

(b) Franchisee agrees to purchase from Midas, Midas's affiliates, subsidiaries, parents, or Midas' approved suppliers (collectively, the "Suppliers"), during the Term and subject to the terms hereafter set forth, such quantities of those approved products as necessary to fulfill the public demands of the Shop. Midas may at any time and from time to time, in its sole discretion, remove its approval for a Supplier to sell a certain approved product(s) to all Midas franchisees, in the sole discretion of Midas.

(c) The prices, delivery terms, terms of payment, and other terms relating to the sale of such approved products shall be as prescribed by the Suppliers from time to time, and shall be subject to change without prior notice at any time.

(d) Upon the giving by Franchisee of notice of termination of this Agreement pursuant to Section 8.1, or upon the giving by Midas of notice of termination pursuant to Section 8.2 (subject to the provisions of paragraph (e) of such Section 8.2), or upon the termination of this Agreement pursuant to Section 8.3 the Suppliers shall not be obligated to fill or ship any orders for merchandise at any time after the termination.

(e) In no event shall Midas be liable to Franchisee for any unavailability, or any delay in shipment or receipt, of products or merchandise due to temporary product shortages or unavailability, order backlogs, production difficulties, delays in or unavailability of transportation, fire, strikes, work stoppages, acts of God including, without limitation, natural disasters such as hurricanes, tornadoes and earthquakes, acts of terrorism, declared acts of war, or any other causes beyond the reasonable control of Midas, or any other causes that effect any orders or shipments placed by Franchisee. Midas shall have the right to receive and accept rebates and/or other forms of compensation or benefits from the Suppliers and other parties from the sale of products to Franchisee and Midas shall have no duty to disclose or account to Franchisee or any other party with respect to any such rebates, other compensation or benefits.

6.3 Maintenance of Inventory. During the Term, Franchisee will only purchase inventory for the Shop directly from Midas, Midas' affiliates, or from Midas' approved suppliers. Accordingly, Franchisee agrees during the Term to maintain inventory or have daily delivery access to inventory from Midas' approved suppliers which is adequate both in terms of range of items covered and in terms of quantities of the respective items, to fulfill the public demand at Franchisee's Shop for such products and to promptly satisfy customers seeking such the approved Midas products at the Shop, including customers' requests for replacement under the terms of the Midas Guarantees. Midas may establish minimum inventory and inventory mix requirements for any items from time to time, and Franchisee must comply with any such policies and procedures. Franchisee must purchase and only use the approved brands of bulk oil and lubricants that Midas specifies from time-to-time and Franchisee may purchase the approved brands of bulk oil and lubricants from any Midas approved supplier.

6.4 Managerial Responsibility. (a) Subject to the provisions of paragraphs (b) and (c) of this Section 6.4, it is agreed that at all times during the Term, _____ ("Designated Owner(s)"): (i) shall devote its full time and effort to the active management and operation of Franchisee's Shop, (ii) shall, irrespective of any delegation of authority not inconsistent with clause (i), reserve and exercise ultimate authority and responsibility with respect to the management and operation of the Shop, and (iii) shall represent and act on behalf of Franchisee in all dealings with Midas. If two or more individuals are named in this paragraph (a), each of them shall fulfill the requirements of clause (i), and both or all of them shall jointly fulfill the requirements of clauses (ii) and (iii).

(b) If Franchisee operates or hereafter commences to operate under license from Midas, one or more additional Midas Shops, and if the Designated Owner(s) is or are also named in the corresponding provision of such other agreement or agreements, then such provisions shall be deemed to apply to all such shops in the aggregate.

(c) In the event of the resignation, disability, or death of such individual or individuals, the provisions of Article Seven shall govern, provided however that if two or more individuals are named as Designated Owners in paragraph (a) of this Section 6.4, then upon the resignation, disability, or death of one or more but less than all of such individuals, the provisions of Article Seven shall not govern and the provisions of this Section 6.4 shall apply to the remaining or surviving individual or individuals.

6.5 Shop Design and Appearance. Franchisee acknowledges that the design and appearance of both the exterior and interior of his Shop building are part of the Midas indicia, subject to modification of such indicia from time to time by Midas, and that it is essential to the integrity of said indicia that as great a degree of uniformity as possible be maintained among the various Midas Shops premises of Midas franchisees. Accordingly, Franchisee agrees to:

(a) Make no change, addition, or alteration of any kind to the structural elements of the Shop building or to the adjacent areas, without the prior written consent of Midas.

(b) Maintain, at Franchisee's sole expense, the interior and exterior painting and decor in such manner and form as is prescribed from time to time by Midas.

(c) Follow the instructions of Midas with respect to floor layout and character of interior furnishings.

(d) Purchase and display, on and about the interior and exterior of the Shop building, such and only such signs, emblems, logos, lettering, and pictorial materials as may be reasonably prescribed by Midas from time to time.

6.6 Shop Maintenance. Franchisee will at all times maintain the Shop premises in a clean, wholesome, attractive, and safe condition, and will keep the Shop in good maintenance and repair.

6.7 Standards of Operation. Franchisee will at all times: (i) give prompt, courteous, and efficient service to the public; (ii) perform all services competently and in a workmanlike manner; and (iii) in all dealings with the public act with the highest standards of honesty, integrity, fair dealing, and ethical conduct. Franchisee will not do anything that could discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of Midas, Franchisee, or any other Midas franchisee.

6.8 Advertising Materials and Website. Franchisee will not use, display, publish, broadcast, or in any manner disseminate any advertising or promotional material unless it has been preapproved in writing by Midas. In the event that Midas furnishes to Franchisee any advertising, promotional or informational materials to be used, displayed, or distributed in or about Franchisee's Shop, Franchisee agrees to follow the instructions of Midas in connection therewith. Franchisee agrees that Midas may display advertising within the Shop to promote the selling of Midas franchises. Midas will maintain a website on the Internet or any comparable electronic network of computers to advertise and promote Midas' franchise system, and services and products marketed by Midas and Midas' franchisees. Midas will permit Franchisee to maintain a standard webpage on Midas' website at Franchisee's sole cost, and Midas may provide Franchisee an enhanced webpage specifically for the Shop. Franchisee agrees not to register any domain name or place an advertisement using domain names that contain the Proprietary Marks without Midas' prior written approval. Any representations and warranties of any kind what so ever, express or implied, regarding Midas' website(s), including representations and warranties as to the operation, functionality, lack of interruption or resources of Midas' website(s), are expressly excluded. Without limiting the foregoing, Midas hereby disclaims any implied warranties of merchantability and fitness for a particular purpose as to Midas' website(s). As to any malfunctioning of Midas' website(s), Midas will not be liable to Franchisee for any consequential, incidental, indirect, economic, special, exemplary or punitive damages, such as, but not limited to, loss of revenue or anticipated profits at the Shop, even if Franchisee advised Midas that such damages are possible as a result of any breach of warranty or malfunction.

6.9 Indemnification and Insurance. Franchisee and Franchisee Guarantor shall be responsible for all loss or damage arising out of or relating to the operation of the Shop or arising out of the acts or omissions of Franchisee or any of Franchisee's agents, servants, or contractors in connection with the sale

of products or rendering of services by Franchisee or Franchisee's employees and agents, the failure to observe any laws in the operation of the Shop including any environmental, labor, or employment laws, and for all claims for damage to property or for injury or death of any persons directly or indirectly resulting therefrom, and Franchisee agrees to indemnify and hold Midas and Midas' affiliates, subsidiaries, parents, successors and assigns, shareholders, officers, directors, employees and agents harmless against and from any and all such claims, damages, and expenses. As used in this Section 6.9, the word "expenses" includes all losses, compensatory, exemplary or punitive damages, fines, charges, costs, lost profits, attorneys' fees, accountants' fees, expert witness fees, expenses, court costs, settlement amounts, judgments, compensation for damages to reputation or goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and costs of recall, refunds, credits, compensation and public notices. Franchisee shall obtain and at all times during the Term maintain in force and pay the premiums for general liability/garage liability, garage keepers liability, workers compensation, employer's liability, auto liability, and property insurance for the Midas Shop, with insurance companies acceptable to Midas, with coverage and limits of liability as described in Midas' manuals, from time to time. Franchisee acknowledges and agrees that Midas may increase, modify, or require additional types of insurance coverage or limits of liability during the Term and Franchisee will obtain such insurance when Midas reasonably requests, at Franchisee's sole cost. All insurance policies shall provide coverage on an "occurrence" rather than a "claims made" basis. Additional limits of liability are required if Franchisee operates more than one Shop. Said policies of insurance shall expressly protect both Franchisee and Midas and shall require the insurer to defend both Franchisee and Midas in any such action. Franchisee shall furnish to Midas a certified copy or certificate with respect to each such policy, evidencing coverage as set forth above, naming Midas as an additional insured, stating that coverage applies to "all operations during the policy period" and providing that such policy shall not be canceled, amended, or modified except upon 30 days prior written notice to Midas. The additional insured endorsement must provide coverage at least as broad as the ISO CG2010 1001 together with the CG2037 1001. The coverage afforded Midas as an additional insured must provide that such insurance shall be primary to any liability insurance carried by Midas. Maintenance of the insurance required under this Section 6.9 shall not relieve Franchisee of the obligations of indemnification contained in the first sentence of this Section 6.9. If Franchisee fails to procure or maintain in force any insurance as required by this Section 6.9 or to furnish the certified copies or certificates thereof required hereunder, Midas may, in addition to all other remedies it may have, procure such insurance and/or certified copies or certificates, and Franchisee shall promptly reimburse Midas for all premiums and other costs incurred in connection therewith.

6.10 Financial Information. In addition to the reports required of Franchisee pursuant to Sections 4.2(a) and 4.2(c) above. Franchisee shall submit to Midas, within ninety days after the end of each fiscal year of Franchisee, complete financial statements in form prescribed by Midas, including balance sheet, profit and loss statement, and statement of source and disposition of funds. In addition, Franchisee and Franchisee's Guarantor shall submit to Midas such other reports and financial information as Midas may from time to time require, including by way of example and not limitation, sales and cost data and analyses, data on jobs performed under the Midas Guarantee, and personal financial statements of any persons having a material financial interest in the Shop. If any report actually submitted willfully and materially understates Net Revenue, then Midas may, in addition to its other rights under this Agreement including termination, require Franchisee to have its annual financial statement audited by a certified public accountant and submitted to Midas, beginning for the fiscal year in which the request is made, and for each subsequent year thereafter until Midas, determines that Franchisee's books and records clearly and accurately reflect the business of the Shop.

6.11 Payment of Bills. Franchisee will pay all indebtedness to Midas and Midas' affiliates, as reflected by invoices and customer statements rendered by Midas, in strict accordance with the payment and credit terms applicable thereto from time to time. Franchisee agrees to sign and deliver to Midas the forms required from time-to-time (including, without limitation, the Authorization for Automated

Clearing House Debits form) to authorize Midas and its parent companies, subsidiaries, and affiliates to debit Franchisee's checking account automatically for fees and other amounts due under this Agreement and other agreements with Midas and/or Midas' parent companies, subsidiaries, and affiliates (the "Authorization for Automated Clearing House Debits" or "ACH"). Midas may at its option withdraw via ACH these amounts on their due dates. Franchisee agrees to ensure that funds are available to cover all ACH withdrawals. If there are insufficient funds to cover any such amount owed, Midas will charge Franchisee the then-current insufficient funds fee to compensate Midas for the additional administrative expense. Any amounts not paid when due, shall bear interest at the Interest Rate, beginning ten (10) days after the date such amount was or would have been due until paid, except that if the amount is not paid within thirty (30) days after the due date, it shall bear the said interest from the due date. The payment of such interest shall not be deemed to authorize any delay in payment of such invoices, statements or other amounts. Franchisee will further pay when due all bills and other amounts owed to third parties, but Midas shall not by virtue hereof become liable to any such third party. The Interest Rate shall apply as the post-judgment interest rate, regardless of the applicable statutory rate, in the event of any legal actions related to this Agreement. The payment of such interest shall not be deemed to authorize any delay in payment of any amounts owed hereunder. In addition, the payment of such interest shall be without prejudice to any rights Midas maintains to terminate this Agreement on account of such defaults by Franchisee, in accordance with the terms of Article Eight below. Franchisee acknowledges and agrees that Midas may modify the periods in which fees are due and/or calculated and the acceptable payment methods thereof and agrees to comply with any modifications or directives related to the fees payable under this Agreement as may be given by Midas from time-to-time.

6.12 Compliance With Laws. Franchisee shall comply with all federal, state, county, municipal or other statutes, laws, ordinances, regulations, rules, or orders of any governmental or quasi-governmental entity, body, agency, commission, board, or official applicable to the Shop. Midas has no obligation to advise Franchisee of any legislative or other legal developments that may affect its Shop. Franchisee is solely responsible for inquiring about and becoming familiar with all applicable statutes, laws, ordinances, regulations, rules, or orders and determining those actions required for compliance. Any information Midas provides to Franchisee regarding applicable statutes, laws, ordinances, regulations, rules, or orders does not relieve Franchisee of its responsibility to consult with its own legal advisor and otherwise take appropriate action to inquire about and comply with applicable statutes, laws, ordinances, regulations, rules, and orders. Nothing herein shall prevent Franchisee from engaging in a bona fide contest of the validity or applicability thereof in any manner permitted by law.

6.13 Employment Relations. Franchisee is solely responsible for recruiting, hiring, firing, and supervising employees to operate the Shop. The employees of the Shop will be employees of Franchisee. They are not employees or agents of Midas and Midas is not the joint employer of those persons. Franchisee will have sole authority and control over the day-to-day operations of the Midas Shop and its employees and agents. Midas will have no right or obligation to direct Franchisee's employees and agents or to operate the Midas Shop. It is Franchisee's responsibility to determine compensation of employees and agents, terms of employment, safety regulations, work assignments, work schedules, and working conditions. Any information regarding any of those issues provided to Franchisee by Midas are mere suggestions and Franchisee shall have the sole discretion to utilize such information or not. Franchisee is solely responsible for implementing training and other programs for its employees related to the legal, safe, and proper performance of their work, regardless of the fact that Midas may provide advice, suggestions, and certain training programs as described in this Agreement. Any such advice, suggestions, and training offered by Midas are provided to protect Midas' brand and the Proprietary Marks and not to control the day-to-day operation of Franchisee's Midas Shop.

6.14 Franchisee Not Agent of Midas. This Agreement does not in any way create the relationship of principal and agent between Midas and Franchisee, and in no circumstances shall Franchisee be considered an agent of Midas. Franchisee shall not act or attempt to act, or represent himself, directly, or

by implication, as an agent of Midas or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of Midas, nor shall Franchisee act or represent himself as an affiliate of any other authorized Midas franchisee.

6.15 Compliance with Policies, Regulations, and Procedures. Franchisee shall at all times comply with and implement, at Franchisee's sole cost, all policies, regulations, and procedures promulgated or prescribed and changed from time to time by Midas in connection with the operation of the Shop, including but not limited to standards, techniques, and procedures in the installation or servicing of products or the rendering of other services, products sold, advertising, and promotional techniques, programs, customer service programs, and procedures, maintenance and appearance of the Shop and the Shop's premises, policies and procedures relating to warranties or guarantees, payment, credit, and accounting, and financial reporting policies and procedures.

6.16 Right To Inspect Shop. Midas, through its authorized representatives, shall have the right at all reasonable times, to visit Franchisee's Shop for the purpose of inspecting the merchandise and equipment on hand, inspecting the nature and quality of goods sold and services rendered, examining and auditing Franchisee's books and records, and observing the manner and method of operating the Shop. If any of Franchisee's books, records, or inventory is located outside the Shop premises, Midas shall have similar rights with regard to the outside Shop premises.

6.17 Data Sharing and Computer System. (a) In addition to the reports required of Franchisee pursuant to Section 4.2, and without limiting the generality of Section 6.10, Franchisee agrees to electronically transmit to Midas, on a daily basis (or such lesser frequency as may be agreed to by Midas) using such electronic means as determined by Midas from time to time, Shop-level sales data by part number/labor operation and by customer (hereinafter referred to collectively as the "Data").

(b) (i) Franchisee shall be permitted to use the Data only for purposes of operating the Shop or any other Midas Shop(s) owned by Franchisee. Franchisee shall not use the Data in any manner that is inconsistent with, or in violation of, any other provision of this Agreement. For so long as this Agreement remains in effect, Franchisee shall refrain from selling, renting, disclosing, releasing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, the Data to another business or a third party for monetary or other valuable consideration (other than for purposes of increasing business and improving operations at the Shop or in connection with a Transfer in accordance with Article Seven), unless otherwise agreed to in writing by Midas.

(ii) Midas shall be permitted to use the Data as Midas deems appropriate without obtaining any further written consent of Franchisee. Midas will not identify Franchisee as the source of the Data, unless Franchisee's Shop is being sold and in which case Midas may disclose the Data to a prospective purchaser of the Shop with Franchisee's identification disclosed or if required to enforce any provision of this Agreement. In addition, Franchisee hereby expressly provides Midas permission to disclose any such information to potential purchasers (and their employees, agents and representatives) of Midas or Midas' parents, subsidiaries, affiliates in connection with the sale or transfer of any of Midas' or Midas' parents, subsidiaries, or affiliates' equity interests or assets or any merger, reorganization or similar restructuring of the Midas business. Midas shall be entitled to share Data Compilations (as defined below) containing Shop-specific Data with any third party without Franchisee's consent. All Data transmitted by Franchisee to Midas pursuant to this Section 6.17 shall be jointly owned by Midas and Franchisee, with no duty on the part of either party to account to the other with respect to its use and exploitation of the same. In the event of any termination or expiration of this Agreement (other than by Midas pursuant to Section 8.2), both Midas and Franchisee shall continue to have an undivided ownership interest in the Data. However, in such event, the restrictions on use contained in Subsection 6.17(b) shall no longer apply. Notwithstanding anything contained herein to the contrary, Franchisee acknowledges

and agrees that Midas shall be the sole and exclusive owner of any and all summaries and compilations (i.e., non-Shop-specific data) generated or created by or for Midas from the Data (hereinafter referred to collectively as "Data Compilations"). However, Midas agrees to make available to Franchisee, as and when reasonably requested, comparative market-level Data Compilations which specifically relate to the Shop.

(c) Nothing in this Agreement shall operate as an authorization by either party in favor of the other party to breach any applicable privacy laws or regulations or act as an agreement to do so.

(d) Franchisee hereby agrees to use in operating the Shop, the computer hardware, software and related service and support ("Computer System") that Midas specifies from time to time in the Manual. Midas may require Franchisee to obtain the Computer System from Midas or its designated supplier. Midas may modify specifications for and components of the Computer System from time to time. Midas' modification of specifications for the Computer System and/or other technological developments or events might require Franchisee to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain additional or substitute service and support for the Computer System. Franchisee agrees to sign any software license agreement, maintenance and support agreement, or similar document that Midas or its designated supplier prescribes. Midas or its designated supplier may charge Franchisee an upfront software license fee and a monthly or other fee for any software or technology that Midas or its designated supplier licenses or sublicenses to Franchisee and for other maintenance and support services that Midas or its designated supplier provides to Franchisee during the term of this Agreement. Franchisee agrees and acknowledges that Midas' main communication channel with Franchisee shall be through the Computer System and electronic mail. Franchisee agrees that it and its Designated Owner(s) shall attentively read and respond to all electronic mail from Midas. Franchisee understands that certain standards and specifications of the Midas System, other policy changes and other material information as to the operation of the Shop will be sent via electronic mail and Franchisee will take all steps necessary to implement any and all such standards or policy changes upon receipt of any electronic mail from Midas.

6.18 Initial Construction and Opening Schedule.

(a) If a location for the Shop has not been agreed to at the time of the parties' execution of this Agreement, Franchisee shall conduct a diligent and continuous search for a location for the Shop upon execution of this Agreement. Within eighteen (18) months after the execution of this Agreement (the "Site Selection Period"), Franchisee must select and present a site and all information and materials relating thereto for Midas's approval. This information may include, without limitation, a completed site evaluation questionnaire, a description of the proposed site, such other information as Midas may require, and a letter of intent or other evidence satisfactory to Midas which confirms Franchisee's ability to obtain the proposed site. Midas shall have thirty (30) days after receipt of such information and materials from Franchisee to approve or disapprove, in Midas's sole and absolute discretion, the site as a location for the Shop (if approved by Midas, the "Approved Location"). The proposed site shall be deemed disapproved by Midas if not approved by written notice sent to Franchisee within such thirty (30) day period. Concurrently with Midas's approval of the Approved Location or Midas approval of a Transfer of a currently open and operating Approved Location, Franchisee shall execute the Site Selection Addendum attached hereto as Schedule B. If the parties fail to execute Schedule B and begin operating a Shop pursuant to this Agreement, then the parties hereby agree that the missing address on Section 1.1(a) of this Agreement shall automatically be that address upon which the parties are operating under for this Agreement and failure to fill in Section 1.1(a) shall not be a waiver of any of Midas' rights hereto. Concurrently with Franchisee's execution of a lease for, or acquiring ownership of, the Approved Location, Franchisee and Midas shall execute the appropriate Real Estate Documents, as described in Section 6.20. APPROVAL OF ANY LOCATION BY MIDAS SHALL IN NO WAY BE DEEMED A REPRESENTATION, WARRANTY, PROMISE, COMMITMENT OR GUARANTY BY MIDAS

REGARDING THE LIKELIHOOD OF FINANCIAL SUCCESS OF THE SHOP AT SUCH LOCATION.

(b) Franchisee shall, at its own expense, employ a qualified licensed general contractor acceptable to Midas to construct the Shop and to complete all improvements in accordance with approved plans. Franchisee shall, at its own expense, employ a qualified architect, engineer or other licensed and professionally qualified individual to modify such plans to conform to local legal requirements and specifications. Written approval shall be obtained from Midas for any modifications or deviations from the approved plans.

(c) Franchisee shall complete construction (including all exterior and interior carpentry, electrical, painting and finishing work, and installation of all furniture, fixtures, equipment, and signs) in accordance with the approved final plans, at Franchisee's expense, within twelve (12) months after final site approval by Midas, or sooner if required by Franchisee's lease (the "Construction Period"). This shall not include time lost due to an "Unforeseen Delay," which shall mean delays in or unavailability of transportation, fire, strikes, work stoppages, acts of God including, without limitation, natural disasters such as hurricanes, tornadoes and earthquakes, acts of terrorism, declared acts of war, or any other causes beyond the reasonable control of and not reasonably anticipated by Franchisee.

(d) Franchisee shall not open the Shop for business to the general public and commence operations until at least 48 hours have passed from its completion of Midas's initial training program and Midas has granted authorization to open. Franchisee must open the Shop within 30 days after Midas has granted authorization to open. If Franchisee is delayed from opening, Franchisee must immediately provide Midas with a written request to delay the opening. The request must state: (1) that a delay is anticipated; (2) the reasons which caused the delay; (3) the efforts that Franchisee is making to proceed with the opening; and (4) an anticipated opening date. In considering the request, Midas will not unreasonably withhold its consent to a delay if Franchisee has been diligently pursuing the opening.

(e) If Franchisee has not presented a proposed site for the Shop within the Site Selection Period, Franchisee does not obtain Midas' approval of a proposed site for the Shop within thirty (30) days of the end of the Site Selection Period, Franchisee fails to complete construction of the Shop within the Construction Period, or Franchisee fails to open the Shop within 30 days after Midas has granted its authorization to open the Shop, Midas shall have the right to terminate this Agreement pursuant to Section 8.2 below.

6.19 Grand Opening Campaign. If applicable, Franchisee shall conduct a grand opening marketing campaign in conjunction with, and in order to promote, the opening of the Shop, re-opening of the Shop (if the Shop was closed a minimum of 120 days) or conversion of the Shop from a non-Midas business to a Midas Shop ("Grand Opening Campaign"). In connection therewith, Franchisee shall sign the then-current form of Marketing Funds Agreement (which is hereby incorporated by reference) upon signing this Agreement.

6.20 Real Estate Documents. Franchisee shall execute Midas's then current Real Estate Documents (as hereinafter defined). "Real Estate Documents" shall be defined as, and consist of, the following: (a) if Midas or an affiliate or subsidiary of Midas (the "Midas Related Company") owns, or holds the head lease on, the Shop's premises, Franchisee shall lease or sublease, as applicable, the Shop's premises from Midas or such Midas Related Company pursuant to the then current form of such document used by Midas or the Midas Related Company; (b) if Franchisee or any owner or immediate family member of Franchisee, in whole or in part (directly or indirectly) owns the Shop's premises or an interest in any entity that owns the Shop's premises (including an entity such as a trust of which Franchisee is a beneficiary), Franchisee (the owner of the real estate) shall enter into an Option and Shop Lease with a Midas Related Company, pursuant to the then current form of such document used by Midas or the Midas

Related Company, which would give the Midas Related Company the right to lease the Shop's premises in the event that this Agreement is terminated or expires (if the Midas Related Company chooses to exercise such option); (c) if Franchisee leases the Shop's premises from a third party that is not owned by Franchisee or an owner of Franchisee in whole or in part, Franchisee shall enter into a Conditional Assignment of Lease with a Midas Related Company, pursuant to the then current form of such document used by Midas or the Midas Related Company, which would take effect upon any termination or expiration of this Agreement, any default by Franchisee under the lease, or any failure by Franchisee to exercise a renewal option under the lease and would give the Midas Related Company the right to accept an assignment of Franchisee's lease (if the Midas Related Company so chooses); and (d) any additional documentation required by the Midas Related Company to put the other Real Estate Documents of record and to make such Real Estate Documents binding on any mortgagee or other lien holder. If Franchisee fails to execute the applicable Real Estate Documents upon the earlier of: (i) signing the Site Selection Addendum found in Schedule B; (ii) signing all agreements for a Transfer; (iii) the day prior to the opening or re-opening the Shop for business or (iv) the sixteenth (16^{th}) day after written demand from Midas or the Midas Related Company (which shall not be demanded prior to the Shop location being approved by Midas), then Midas shall have the right to terminate this Agreement pursuant to Section 8.2 below.

6.21 Pricing. Unless prohibited by applicable law, Midas may periodically set a maximum or minimum price that Franchisee may advertise and charge for products and services offered by its Shop. If Midas establishes a maximum price for any products or services, Franchisee shall not offer or sell those products or services at any greater price. If Midas establishes a minimum price for any products or services, Franchisee shall not offer or sell those products or services at any lesser price. If Midas does not establish pricing limits, it may establish suggested prices. Franchisee must abide by Midas' advertising policies related to advertising prices.

6.22 Contact Information Disclosure and Communications. Franchisee expressly authorizes Midas and its Suppliers to contact Franchisee by e-mail, telephone, mail, or any other means related to any aspect of the Shop, authorized products and services, this Agreement, or the Midas System, for so long as this Agreement remains in effect. Franchisee expressly authorizes Midas to disclose Franchisee's contact information to Midas' Suppliers to enable such Suppliers to contact Franchisee. Franchisee acknowledges that these communications are necessary to facilitate and keep Franchisee updated regarding the ongoing relationship.

Article Seven: Transferability

7.1 General. Except as set forth in sections 7.2 through 7.10, inclusive, and subject to all the terms and provisions thereof and of Section 7.11, Franchisee shall not make or suffer any transfer of this Agreement or of any rights or interest herein. For all purposes of this Agreement, each of the following shall be deemed to be a "Transfer" of this Agreement:

(a) Any sale, assignment, transfer, subfranchise, or sublicense by Franchisee of or with respect to this Agreement or any rights or interest herein.

(b) Any pledge, encumbrance, or grant of any security interest herein by Franchisee.

(c) Sale at judicial sale or under power of sale, conveyance or retention of collateral in satisfaction of debt, or other procedure to enforce the terms of any pledge, encumbrance, or security interest in this Agreement which results in disposition of Franchisee's interest herein.

(d) The passing by operation of law to any other party or parties of Franchisee's interest in this Agreement or any part thereof.

(e) In the event Franchisee is a corporation, partnership, or other form of business association, any act, transaction, or event of a nature described in paragraphs (a), (b), (c), or (d) above which, instead of operating upon this Agreement as such, operates upon or affects any interest in such corporation, partnership, or association, or any other corporation, partnership, or association holding a direct or indirect ownership in such Franchisee entity, and results in any change in the present direct or indirect controlling interest in the Franchisee entity, whether by means of one or a sequence of more than one transaction or event. If Franchisee herein is two or more individuals, Franchisee shall be deemed to be a partnership for all purposes of this Article Seven, irrespective of whether or not such individuals are designated herein as a partnership.

(f) In the event the Designated Owner(s) cease to comply with any one or more of the provisions of that Section, whether by reason of voluntary action or inaction, disability, death, or other cause, subject however, to the proviso of paragraph (c) of Section 6.4.

Any Transfer, other than in accordance with and subject to all the terms and provisions of Sections 7.2 through 7.11 inclusive, shall constitute a breach of this Agreement, shall be subject to the provisions of Section 8.2(d)(iv), and shall confer no rights or interest whatever under this Agreement upon any other party.

7.2 Transfer To Controlled Corporation. If Franchisee is an individual or a partnership, Franchisee may at any time Transfer this Agreement to a corporation organized and operated for the sole purpose of conducting the business for which Franchisee is franchised and licensed hereunder, subject to the following conditions:

(a) Franchisee shall be and remain the owner of one hundred percent (100%) of the issued and outstanding capital stock of said corporation, provided that Franchisee may cause stock possessing not more than forty-nine percent (49%) of the total voting power in said corporation to be issued to an immediate family member. An immediate family member is defined as a spouse, child, sibling, or parent, or a trust or similar entity created for the benefit of any of the foregoing persons.

(b) The Designated Owner(s) shall continue to comply with all the requirements of that Section.

(c) Such assignment and transfer shall be evidenced by a written instrument, in form satisfactory to Midas, in which said corporation expressly assumes all obligations of Franchisee hereunder, whether accrued at the time of such assignment or arising thereafter, and agrees to be bound by all the terms and provisions of this Agreement to the same extent and in the same manner as Franchisee. A copy of said instrument, executed by both Franchisee and said corporation, shall be promptly delivered to Midas.

(d) Franchisee shall execute and deliver to Midas its then standard forms of personal guaranty of such corporation's debts to Midas and of subordination agreement. Further, Franchisee shall not be released from but shall remain personally bound and liable to Midas, notwithstanding said assignment and transfer, with respect to all non-monetary obligations of Franchisee under this Agreement then accrued or thereafter arising, and to evidence such obligations shall execute the personal undertaking set forth at the end of this Agreement, following the signatures of Midas and Franchisee. Any individual who becomes an owner in Franchisee must (if they have not already) sign a personal guaranty.

7.3 Sale of Business. In the event it is proposed to sell the business operated pursuant to this Agreement, whether by sale of assets thereof, by sale of a controlling interest in Franchisee if Franchisee is a corporation, partnership, or other form of business association, or by any other means which directly or indirectly transfers said business or control thereof, there shall first be submitted to Midas a copy of any bona fide written offer made or received, or if none, a statement in writing of all the terms of the

proposed sale and the identity of any proposed purchaser. Midas shall have the irrevocable first right and option to purchase the business on the same terms as stated therein, exercisable by notifying Franchisee in writing of its election to do so within 14 days after its receipt of such written offer or statement. If Midas does not so notify Franchisee within said 14-day period, then a sale of the business to a third party may be consummated, but only on all the same terms as are set forth in said written offer or statement and to the same party, if any, identified therein, and subject to all the provisions, conditions, and limitations of Sections 7.1 and 7.4. If such a sale is not consummated with the third party within 120 days after receipt by Midas of such written offer or statement, then the proposed sale shall be deemed withdrawn, and all the provisions of this Section 7.3 shall again become fully applicable, as if no such sale had been proposed. Nothing contained in this Section 7.3 shall abrogate, impair, or limit the application of any of the provisions of Section 7.1 or 7.4.

7.4 Consent of Midas to Voluntary Assignment. In the event Franchisee desires or proposes to voluntarily sell, assign, or transfer this Agreement to any party other than a corporation described in Section 7.2, or if Franchisee is a corporation, partnership, or other form of business association, then in the event Franchisee and/or the holder or holders of any interest in such corporation, partnership, or association desire or propose to take any action which would constitute or create a Transfer within the meaning of Section 7.1, Franchisee or the holders of such interest, as the case may be, shall first notify Midas in writing of such proposed sale, assignment, transfer, or other action, setting forth in detail the nature of the item or interest to be sold, assigned, transferred, or otherwise acted upon, the name and address of the proposed purchaser, assignee, or transferee, or party acquiring any interest, and the consideration, if any, therefor. Subject to prior compliance with the provisions of Section 7.3, Midas shall consent to the proposed transaction provided that each of the following conditions is fulfilled:

(a) It shall be demonstrated to the satisfaction of Midas that the proposed purchaser, assignee, transferee, or person otherwise to acquire an interest, is of good moral character, and possesses the business experience and capability, credit standing, health, and financial resources necessary to successfully operate the Shop in accordance with the terms of this Agreement. If the proposed purchaser, assignee, or transferee is a corporation, partnership, or other business association, the provisions of the preceding sentence shall apply to the individuals who are to own such corporation, partnership, or association. Franchisee shall cooperate with Midas in making available such information as Midas may require to make the above-described determinations.

(b) The proposed transferee shall submit an application and pay any application deposits or fees then required by Midas. The person(s) who is to be substituted as Designated Owner(s) shall have been approved by Midas and shall have successfully completed the training course then in effect for Midas franchisees. Upon consummation of the transaction, this Agreement shall be deemed amended to insert the name of such person(s) as the Designated Owner(s).

(c) Franchisee shall not be in default under any provision of this Agreement, and shall pay in full all amounts owed to Midas at or prior to the closing of the transaction.

(d) Any sale, assignment or transfer of this Agreement as such to be made by Franchisee shall be evidenced by a written consent to transfer agreement ("Consent to Transfer"), in form satisfactory to Midas. The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) executes Midas' then-current standard franchise agreement for a Term equal to the remaining portion of the Term on the transferor's franchise agreement and signs all related agreements (including any guaranty agreements). The then-current franchise agreement may contain terms substantially different from those in this Agreement, including different fees, Term and termination rights (all then-current fees, except as stated herein must be paid by transferee). If the purchaser, assignee or transferee is a corporation, limited partnership, or other entity any of the owners of which enjoy limited liability by law, the individual or individuals who own interests therein shall execute and deliver to Midas its then

standard forms of personal guaranty and subordination agreement and shall further execute the personal undertaking set forth at the end of this Agreement following the signatures of Midas and Franchisee. If Franchisee executes this Agreement to purchase a currently existing Midas Shop prior to the actual closing, then upon closing or no later than sixteen (16) calendar days after requested by Midas, Franchisee will sign the Schedule B provided herein, the Consent to Transfer, the Real Estate Documents as provided in Section 6.20 and any other related agreements required to be signed for the Transfer.

(e) In the case of any party or parties who are to acquire an interest in Franchisee, the individual or individuals who are to acquire, directly or indirectly, the controlling interest in Franchisee shall have executed and delivered to Midas its then standard forms of personal guaranty and subordination agreement, and shall further execute the personal undertaking set forth at the end of this Agreement following the signatures of Midas and Franchisee.

(f) Franchisee and each of its stockholders, directors, and officers shall have executed and delivered to Midas a general release of any and all claims and causes of action against Midas, its affiliated corporations, and their respective officers, agents, and employees.

(g) The transferee and its general manager, if any, have agreed to successfully complete (at the transferee's expense and to Midas' satisfaction) any then-current initial training programs.

(h) That Franchisee shall have paid Midas a transfer fee equal to the greater of (i) $5,000 or (ii) fifteen percent (15%) of the standard initial franchise fee Midas charges new franchisees (i.e., franchisees who own no other Midas Shops) at the time of the closing of the proposed transaction. However, if Franchisee transfers more than one Midas Shop at the same time in a simultaneous closing, then the transfer fee for each Midas Shop after the first Midas Shop transferred shall be capped at $1,250 per Midas Shop. If the Shop is sold following the refusal of Midas to extend the franchise relationship as provided for in Section 9.6, no transfer fee shall be due Midas. If upon a Transfer, the transferee or transferee's bank requests a longer Term than the remaining portion of the Term on the transferor's franchise agreement, Midas will provide to transferee a Term equal to the full then-current Term under the then-current franchise agreement (currently, 20 years); so long as transferee pays to Midas upon signing the consent to transfer agreement a prorated portion of the 9.6 Renewal Fee (defined in Section 9.6) corresponding to the remaining portion of the Term on the transferor's franchise agreement (e.g. if the 9.6 Renewal Fee is $5,000 and 10 years remain on Term of transferor's franchise agreement, then transferee shall pay to Midas $2,500 representing adding 10 years for a full 20 year Term). The payment of this prorated portion of the 9.6 Renewal Fee is in addition to the payment of the transfer fee.

7.5 Consent of Midas To Pledge. In the event Franchisee desires or proposes to pledge, encumber, or grant any security interest in this Agreement, or, if Franchisee is a corporation, partnership, or other form of business association, then in the event the holder of any interest in such corporation, partnership, or association desires or proposes to pledge, encumber, or grant any security interest therein under circumstances which would constitute or create a Transfer within the meaning of Section 7.1, Franchisee or the holder of such interest, as the case may be, shall first notify Midas in writing of such proposed transaction. Midas shall not unreasonably withhold its consent to such transaction, subject, however, to the following conditions:

(a) Any consent so granted shall not be deemed a consent to such pledgee, encumbrancer, or secured party exercising any rights or prerogatives of Franchisee under this Agreement, nor to its exercise of any rights or prerogatives of a holder of an ownership interest in Franchisee.

(b) Any consent so granted shall not be deemed a consent to any subsequent disposition described in Section 7.1(c) or so much of Section 7.1(e) as refers to Section 7.1(c). Any such subsequent

disposition shall be deemed a Transfer within the meaning of Section 7.1, and shall be subject to the provisions of Section 7.6.

(c) The pledgee, encumbrancer, or secured party shall have executed and delivered to Midas an instrument in writing agreeing to be bound by the provisions of this Article Seven.

7.6 Consent of Midas To Disposition To or By Secured Party. In the event any party proposes to acquire the interest of Franchisee in this Agreement, if Franchisee is an individual, in a transaction described in Section 7.1(c), or any such party proposes to acquire the interest of any party or parties having an interest in Franchisee, if Franchisee is a corporation, partnership, or other business association, in a transaction described in Section 7.1(e) of a type described in Section 7.1(c), the party proposing to acquire such interest shall notify Midas thereof in writing. Subject to prior compliance with the provisions of Section 7.3, Midas shall consent to the proposed transaction, provided that each of the following conditions is fulfilled:

(a) It shall be demonstrated to the satisfaction of Midas that such party is of good moral character, and possesses the business experience and capability, credit standing, health, and financial resources necessary to successfully operate Franchisee's Shop in accordance with the terms of this Agreement. If such party is a corporation, partnership, or other business association, other than a corporation whose stock is publicly traded, the provisions of the preceding sentence shall apply to the individuals who own the same.

(b) The person(s) who is to be substituted as Designated Owner(s) shall have been approved by Midas and shall have successfully completed the training course then in effect for Midas franchisees. Upon consummation of the transaction, this Agreement shall be deemed amended to insert the name of such person(s) as Designated Owner(s).

(c) There shall be no existing default in any of the obligations of Franchisee under this Agreement, and all amounts owed to Midas shall be paid in full at or prior to the consummation of such transaction.

(d) Such party shall have submitted to Midas satisfactory evidence that they have acquired and have become entitled to all rights of Franchisee hereunder, or to all rights in Franchisee belonging to the party or parties whose interests have been acquired as the case may be. If the interest of Franchisee hereunder is to be acquired, the party acquiring such interest shall have executed and delivered to Midas a written instrument, in form reasonably satisfactory to Midas, by which he expressly assumes all obligations of Franchisee hereunder, whether then accrued or thereafter arising, and agrees to be bound by all the terms and provisions of this Agreement to the same extent and in the same manner as Franchisee. In addition, if such acquiring party is a corporation other than a corporation whose stock is publicly traded or is a limited partnership or other entity any of whose owners enjoy limited liability by law, the individual or individuals who own the controlling interest therein shall execute and deliver to Midas its then standard forms of personal guaranty and subordination agreement, and shall further execute the personal undertaking set forth at the end of this Agreement, following the signatures of Franchisee and Midas. If an interest in Franchisee is to be acquired, the individual or individuals who are to acquire, directly, or indirectly, the controlling interest in Franchisee shall have executed and delivered to Midas said forms of guaranty and subordination agreement and shall have executed the said personal undertaking set forth at the end of this Agreement.

7.7 Death. In the event of the death of Franchisee, if Franchisee is an individual, or, if Franchisee is a corporation, partnership, or other form of business association, then in the event of the death of any party or parties owning an interest in Franchisee, which death results in a Transfer within the meaning of Section 7.1, Midas shall consent to a Transfer to the executor, administrator, or other personal

representative of the deceased, and subsequently to the person or persons entitled to distribution from the deceased's estate, (or directly to the latter persons if no probate proceedings are instituted with respect to the estate), provided that each of the following conditions is fulfilled with respect to each such Transfer:

(a) It shall be demonstrated to the satisfaction of Midas that such executor, administrator, personal representative, or distributee is of good moral character, and possesses the business experience and capability, credit standing, health, and financial resources necessary to successfully operate Franchisee's Shop in accordance with the terms of this Agreement. Such executor, administrator, personal representative, or distributee shall cooperate with Midas in making available such information as Midas may require to make the above-described determinations.

(b) The person who is to be substituted as Designated Owner shall have been approved by Midas and shall have successfully completed the training course then in effect for Midas franchisees. Upon such approval and completion, this Agreement shall be deemed amended to insert the name of such person as Designated Owner.

(c) There shall not be an existing default in any of the obligations of Franchisee hereunder, and all amounts owed to Midas as of the date of death shall be paid in full.

(d) Such executor, administrator, personal representative, or distributee shall have submitted to Midas satisfactory evidence that he has succeeded or otherwise become entitled to all rights of Franchisee hereunder, or to all rights of the deceased in Franchisee, as the case may be. If the deceased was the Franchisee, such executor, administrator, personal representative, or distributee shall have executed and delivered to Midas a written instrument, in form satisfactory to Midas, by which he expressly assumes all obligations of Franchisee hereunder, whether accrued at the date of Franchisee's death or arising thereafter, and agrees to be bound by all the terms and provisions of this Agreement to the same extent and in the same manner as Franchisee. If the deceased was the owner of an interest in Franchisee, such executor, administrator, personal representative, or distributee shall execute and deliver to Midas its then standard forms of personal guaranty and subordination agreement (limited, in the case of an executor, administrator, or personal representative to his representative capacity), and shall execute the personal undertaking (similarly limited to such representative capacity) set forth at the end of this Agreement, following the signatures of Midas and Franchisee.

Any consent by Midas to a Transfer to the executor, administrator, or personal representative of the deceased shall not constitute a consent to any subsequent Transfer thereof from such executor, administrator, or personal representative of the estate. Any consent by Midas to such subsequent Transfer shall be subject to fulfillment, with respect to said subsequent Transfer separately and specifically. of all the conditions stated in this Section 7.7.

7.8 Consent to Transfer of Managerial Responsibility. In the event the person designated as Designated Owner ceases to comply with any one or more of the provisions thereof, whether by reason of voluntary action or inaction, disability, death, or other cause, (or, if two or more persons are designated as Designated Owners, then in the event all of them cease to comply as aforesaid), other than in connection with a transaction described in Sections 7.4, 7.6, or 7.7, Midas shall consent to the designation by Franchisee of another person or persons to be substituted therein, and Section 6.4 hereof shall be amended accordingly, but only if Midas in its discretion finds such person or persons acceptable and he or they shall thereafter successfully complete the training course then in effect for Midas franchisees.

7.9 Time Limitation. In the case of any transaction described in Section 7.2, 7.4, 7.5, 7.6, or 7.7, Midas shall not be required to give its consent to such transaction unless each condition precedent to such consent requiring action by Franchisee or any third party has been fulfilled within 90 days from the date of the event giving rise to the requirements of such consent, provided however, if in any case the person

who is to be substituted as Designated Owner has been unable, within said 90-day period, to complete the required training course solely by reason of such course not having been offered by Midas at an earlier date, and if all other conditions to Midas' consent have been fulfilled within said 90-day period, then Midas shall consent to such transaction conditioned upon successful completion of such training course by such person at the earliest practicable date.

7.10 Exclusion. Nothing contained in this Article Seven shall be deemed to refer to any event referred to in paragraph (b), (c), or (d) of Section 8.3.

7.11 Arbitration. In the event that Midas is requested, pursuant to Section 7.4, 7.5, 7.6, 7.7, or 7.8, to grant any consent, subject to the conditions set forth in said sections and in Section 7.9, and if Midas fails or refuses to grant such consent, then upon written demand made by Franchisee upon Midas at any time within 10 days after Franchisee's receipt of written refusal by Midas to grant such consent, or if no such written refusal is sent by Midas, then at any time within 10 days after expiration of the period defined in Section 7.9 within which the conditions to Midas' consent are to be fulfilled or within 10 days after earlier written notice of Franchisee's binding election to waive the balance of such period and to stand upon the circumstances then existing, such dispute shall be submitted to arbitration in accordance with and subject to all the same terms, provisions, and conditions as are set forth in paragraph (e) of Section 8.2 (including all subparagraphs thereof except subparagraphs (v) and (vi), and except that the time within which such arbitration is to be requested shall be as provided in this Section 7.11, and except further that the issues of fact and law referred to in subparagraph (ii) of said paragraph (e) shall be those the determination of which is necessary to determine whether Midas is required, pursuant to and subject to all the conditions of Section 7.4. 7.5, 7.6, 7.7, or 7.8, and of Section 7.9, to grant such consent. If Franchisee fails to serve proper written demand for arbitration as set forth in this Section 7.11 within the time specified herein, Franchisee shall be barred from seeking any relief, whether by way of arbitration or by way of action or defense in any court, with respect to any matter or issue which was subject to arbitration pursuant to this Section 7.11. If Franchisee makes proper and timely written demand for arbitration pursuant to this Section 7.11, then Midas shall grant the required consent promptly upon termination of the proceedings in favor of Franchisee, either by rendition of final decision or award by the arbitrator or by entry of a final and non-appealable order of any court of competent jurisdiction in which lawful review of such decision or award may be sought by Midas or Franchisee. Midas shall not be liable to Franchisee for any damage alleged to have accrued to Franchisee by reason of the fact that such consent shall have been delayed until termination of the proceedings as aforesaid.

7.12 Assignability by Midas. This Agreement may be assigned by Midas or by any hereafter referred-to successor, to any corporation which may succeed to the business of Midas or of such successor by sale of assets, merger, or consolidation, and may also be assigned by Midas or by such successor to the shareholder or shareholders thereof in connection with any distribution of the assets of said corporation. Midas may, as it deems appropriate, without Franchisee's consent, assign this Agreement to its parent companies, subsidiaries, and affiliates.

Article Eight: Default and Termination

8.1 Termination By Franchisee. Franchisee may terminate this Agreement at any time, at the will of Franchisee and without cause, by giving to Midas written notice of such termination no less than thirty days prior to the date of termination.

8.2 Termination By Midas. (a) In the event Franchisee fails to make any payment of money owed to Midas or a company affiliated with Midas when due, or fails to submit to Midas when due any report required by Section 4.2 or 6.10 hereof, and such default is not totally cured within fifteen days after Midas gives written notice of such default to Franchisee, then Midas may terminate this Agreement at any time thereafter by giving written notice of such termination to Franchisee.

(b) In the event Franchisee fails to perform any obligation imposed upon Franchisee by this Agreement, other than those referred to in paragraph (a) or (d) of this Section 8.2, and such default is not totally cured within thirty days after Midas gives written notice of such default to Franchisee, then Midas may terminate this Agreement at any time thereafter by giving written notice of such termination to Franchisee, provided however, that if the default is of such nature that it is not capable of being totally cured with reasonable diligence by Franchisee within said thirty-day period, then this Agreement shall not be terminated by Midas if Franchisee has commenced, immediately upon receipt of such notice, to exercise reasonable diligence to cure such default, Franchisee continues to be diligently engaged in curing same upon the expiration of said thirty-day period, and the curing thereof is completed as soon thereafter as is reasonably practicable.

(c) In the event Franchisee has been given written notice of default by Midas three times within any period of twelve consecutive months pursuant to paragraphs (a) and/or (b) above, and in each of such prior instances Franchisee has cured the default within the time permitted, then in the event Franchisee again fails, within said twelve-month period, to perform any obligation referred to in paragraph (a) or (b), Midas may at any time thereafter terminate this Agreement forthwith, without giving prior notice of such default and without affording Franchisee any period in which to cure such default, by giving written notice of such termination to Franchisee.

(d) Midas may terminate this Agreement forthwith, by giving written notice to Franchisee, on account of any of the following matters:

(i) Any willful and material falsification by Franchisee of any report, statement, or other written data furnished to Midas. Any report submitted pursuant to Section 4.2 shall be conclusively deemed to be materially false if it willfully understates Net Revenue.

(ii) Any willful and repeated deception of customers by Franchisee, relating to the source, nature, or quality of goods or services sold, or relating to the terms or applicability of any of the Midas Guarantees.

(iii) Any willful and repeated refusal to honor any of the Midas Guarantees in accordance with the provisions of Article Five, or any willful and repeated issuance of guarantees other than those permitted and authorized by said Article Five.

(iv) Any attempted or purported Transfer (as defined in Section 7.1) not in compliance with Sections 7.2 through 7.11, provided that if Midas does not elect to exercise its right to terminate this Agreement pursuant to this Section 8.2(d)(iv), such inaction shall not be deemed to constitute a consent to such Transfer nor to confer any rights or interest whatever upon the purported assignee, but this Agreement shall remain binding and in full force and effect as between Midas and Franchisee herein unless and until Midas elects to terminate the same.

(v) The conviction of, or a plea of guilty or no contest to, any crime for which the maximum penalty includes imprisonment for one year or more and/or such conduct in Midas' sole and absolute judgment, that has an adverse effect on the Midas System (to include, without limitation, Midas receiving credible evidence, to Midas' satisfaction, that Franchisee, its owners, any of its Designated Owners, or any other management level employee of Franchisee, has sexually harassed or intimidated any individual, or has intentionally engaged in any racial, ethnic, religious, sexual or other offensive discrimination against any individual or group), the Proprietary Marks, the goodwill associated with the Midas System, or Midas' interest in the Midas System or the Proprietary Marks.

(vi) Franchisee or any individual listed as Designated Owner does not successfully complete the New Franchisee Orientation Training, Operations Training and/or any other training to the reasonable satisfaction of Midas prior to the opening of the Shop or at any time during the Term.

(vii) Franchisee fails to comply with an audit of the Midas Shop pursuant to Section 4.2(d) hereof following the written request of Midas.

(viii) Franchisee ceases to do business at the Shop or otherwise abandons the business franchised hereunder. Without limiting the generality of the foregoing, the Shop will be deemed abandoned by Franchisee if it is not open and operating for business for any seven (7) consecutive days or for fourteen (14) consecutive or non-consecutive days during any thirty (30) consecutive day period (other than pursuant to a force majeure event as described in Section 10.13).

(ix) Franchisee does not present a proposed site for the Shop within the Site Selection Period, Franchisee does not obtain Midas' approval of a proposed site for the Shop within thirty (30) days of the end of the Site Selection Period, Franchisee does not complete construction of the Shop within the Construction Period, or Franchisee does not open the Shop within 30 days after Midas has granted authorization to open.

(x) Franchise fails to execute the applicable Real Estate Documents as required by Section 6.20.

(xi) Any other franchise agreement, lease, sublease or other agreement that Franchisee or its affiliates has with Midas or its parent companies, subsidiaries, or affiliates is terminated as a result of: failure to pay any sums owing; transfer of any interest in such agreement without prior written consent; or operation of another business using the Proprietary Marks in a manner which creates a threat or danger to public health or safety.

(xii) Franchisee or any of its owners violates the in-term non-competition obligations contained in Section 2.4(b).

(xiii) Franchisee or any of its affiliated parties files or otherwise commences litigation, arbitration, or any other legal action against Midas or any of its affiliated parties that is not in compliance with the dispute resolution terms agreed upon in Section 7.11, 8.2(e), 9.7, and/or 10.12, as applicable, as may be modified by any applicable state rider, and fails to dismiss such action within seven (7) days after notification from Midas.

Any act or omission described in subparagraph (ii) or (iii) above shall be conclusively deemed to be willful and repeated if it occurs after written notice from Midas to cease and desist therefrom, but nothing in this sentence shall be construed to mean that acts or omissions described in either of said subparagraphs may not be considered to be willful and repeated in the absence of such notice from Midas. Any notice of termination given by Midas pursuant to this paragraph (d) shall be fully effective, and this Agreement shall thereby be terminated, notwithstanding that Franchisee may have ceased engaging in, or may not at the time of such notice be engaged in, any of the acts which give rise to such notice, and notwithstanding that Franchisee may have taken steps to counteract the effects of any such acts.

(e) (i) In the event that Midas gives to Franchisee a notice of termination pursuant to paragraph (a), (b), (c), or (d) of this Section 8.2, and Franchisee disputes the right of Midas to terminate this Agreement pursuant to said notice or notices, then upon written demand made by Franchisee upon Midas at any time prior to or within ten days after notice of termination, such dispute shall be submitted to arbitration. Arbitration pursuant to this Section 8.2(e) shall be conducted in accordance with the Emergency Measures of Protection of the American Arbitration Association commercial arbitration rules,

if permitted by the American Arbitration Association, or otherwise in accordance with the expedited procedures of the American Arbitration Association commercial arbitration rules. The terms and conditions for arbitration set forth in Section 10.12 below shall apply to arbitration under this Section 8.2(e) except to the extent different terms are expressly set forth in this Section 8.2(e).

(ii) The arbitrator or arbitrators shall have full power to determine all issues of fact and of law necessary to determine whether Midas has the right to terminate this Agreement pursuant to the notice or notices given, and the determination of the arbitrators thereon shall be final and conclusive upon the parties, subject only to the provisions of the Uniform Arbitration Act as in force in the State of Delaware. Any such determination of an issue of fact or law made by the arbitrators, however, shall be binding upon the parties only with respect to and in connection with the particular arbitration proceeding and the specific final decision or award of the arbitrators made therein, and shall not be binding upon the parties nor shall it be admissible in any other proceeding or for any other purpose, provided that nothing herein shall prevent any party from enforcing the specific decision or award of the arbitrators by any appropriate and lawful means.

(iii) The costs of arbitration (not including attorney's fees) shall be taxed and borne as provided in said Uniform Arbitration Act.

(iv) The arbitrators shall not have the power to determine or decide any issue or matter other than those hereinabove expressly set forth, and shall in no event have any right or power to award or assess damages to or against any party. The arbitrator's right to establish an award described in Section 10.12(b) shall not apply to any arbitration conducted pursuant to this Section 8.2(e).

(v) The serving of any demand for arbitration shall not suspend or otherwise affect the running of any period for curing a default or the effectiveness of any termination of this Agreement, as the case may be. It shall likewise not suspend or affect the requirement for Franchisee to comply with those obligations that apply upon and following termination of this Agreement. If this Agreement is terminated and such arbitration decision or award is in favor of Franchisee, the arbitrator may order that this Agreement be reinstated.

(vi) If Franchisee fails to serve proper written demand for arbitration as set forth in subparagraph (i) above within the time specified in said subparagraph, Franchisee shall be barred from seeking any relief, whether by way of arbitration or by way of action or defense in any court, with respect to any matter or issue which was subject to arbitration in accordance with this paragraph (e).

(f) The right of Midas to terminate this Agreement pursuant to this Section 8.2, whether or not exercised, shall not be exclusive of any other remedies given Midas by this Agreement or by law on account of any default of Franchisee hereunder.

8.3 Automatic Termination. This Agreement shall terminate immediately upon the occurrence of any of the following events, without the necessity of notice of any kind by Midas or Franchisee:

(a) Any termination of Franchisee's right to possession of the premises designated in Section 1.1(a), subject however, to the provisions of Section 8.4.

(b) The adjudication of Franchisee a bankrupt, or the filing of any petition by or against Franchisee, under the Federal Bankruptcy laws or the laws of any State or territory relating to relief of debtors, for reorganization, arrangement, or other similar relief provided therein, unless such petition filed against Franchisee is dismissed within 30 days, or the making by Franchisee of a general assignment for the benefit of creditors.

(c) The appointment of any receiver, trustee, sequestrator, or similar officer to take charge of Franchisee's business, or any attachment, execution, levy, seizure, or appropriation by any legal process of Franchisee's interest in this Agreement, unless the appointment of such officer is vacated or discharged or the effect of such legal process is otherwise released within thirty days.

(d) If Franchisee is a corporation, partnership, or other business association, the occurrence of any act of a type described in paragraph (b) or (c) above which relates to, involves, or affects the interest of any person owning a controlling interest in Franchisee.

8.4 Relocation of Shop In Certain Events. (a) If Franchisee's right to possession of the premises designated in Section 1.1(a) is terminated, prior to expiration of the Term specified in Section 1.3, without fault or affirmative action on the part of Franchisee, including without limitation,

(i) expiration of the Term of Franchisee's lease or sublease by lapse of time,

(ii) destruction by casualty or taking by eminent domain of all or part of the premises resulting in termination of such lease or sublease by its terms or by action of a party other than Franchisee, or

(iii) the taking by eminent domain of all or a material part of the premises if such premises are owned by Franchisee,

or in any other case where Midas approves the termination of the operation at the Premises and relocation of the Shop, then if Franchisee notifies Midas in writing that such event has occurred or will occur on a date certain not more than six months after the date of such notice, Franchisee shall have the right to relocate the Midas Shop to a new location subject to the approval of Midas. Franchisee shall be solely responsible for selecting the new location, constructing the Shop at the new location, and paying all expenses associated therewith. Midas shall not be required to provide any assistance related to the proposed relocation other than the review and approval or disapproval described in this Section 8.4. Upon providing notice of its intent to relocate, Franchisee shall pay Midas a relocation fee of $1,000 ("Relocation Fee"), to compensate Midas for its services in reviewing the proposed new location, except that this Relocation Fee shall not be required to be paid if the premises are subleased from Midas or its affiliates and the head lease for the premises expires. If Franchisee does not locate a new location approved by Midas within one year of the Shop closing, the right to relocate provided herein shall become null and void and this Agreement shall automatically terminate. The Relocation Fee is non-refundable, provided that if the right to relocate becomes null and void as described in the previous sentence, Midas shall refund the Relocation Fee less any expenses it has incurred in reviewing Franchisee's relocation request.

(b) The location as provided in paragraph (a) of this Section 8.4 shall be within the trading area of the Shop theretofore operated by Franchisee, provided however, that if Midas determines that no appropriate location is available within said trading area, then Midas may approve in its sole discretion the next nearest location determined by it to be appropriate and available. The definition of the trading area of Franchisee's Shop, the selection of a particular location within such trading area, the determination that an appropriate location is not available within such trading area, and the determination, if necessary, of the next nearest appropriate and available location outside Franchisee's trading area, shall all be within the sole and absolute discretion of Midas, and its decisions thereon shall be final, provided however, that a given location within or without the trading area of the Shop theretofore operated by Franchisee shall not be deemed inappropriate or unavailable pursuant to this paragraph (b) solely because of a determination by Midas to establish and operate itself, or to license any party other than Franchisee to establish and operate, a Shop at such location, if Midas has not become legally committed with respect thereto.

(c) The approval by Midas of a new location at which Franchisee's Shop may be operated, as provided in paragraphs (a) and (b) of this Section 8.4, must be obtained by Franchisee in writing from an officer of Midas. Franchisee shall execute Midas's then current Real Estate Documents related to the new location, as applicable, as described in Section 6.20. Midas shall not submit to Franchisee any lease or sublease with Midas or any affiliated entity the term of which extends beyond the Term specified in Section 1.3.

(d) If Franchisee gives to Midas written notice of acceptance of such proposal (within the time periods stated above), and either enters into such tendered lease, sublease, or sale contract, or if none is tendered, agrees in writing to comply with any and all requirements prescribed by Midas relating to construction or alteration of improvements on the premises, including but not limited to those requirements in Sections 6.18(b) through (d) above, then notwithstanding the provisions of paragraph (a) of Section 8.3, this Agreement shall be reinstated for the remainder of the Term specified in Section 1.3 as if it has not been terminated, and paragraph (a) of Section 1.1 shall be deemed amended to refer to such new location. If Franchisee fails to comply with the provisions of this paragraph (d) within said 30-day period, then the termination of this Agreement pursuant to Section 8.3(a) shall be and remain effective and Franchisee shall have no further rights under or by virtue of this Section 8.4.

8.5 Relief In Equity Against Certain Defaults. Franchisee agrees that neither termination of this Agreement, nor an action at law, nor both, would be an adequate remedy for a breach or default by Franchisee, or by any other persons bound hereby, in the performance of any obligation relating to the Midas Proprietary Marks or indicia, the trade secrets revealed to Franchisee in confidence hereunder, the Midas Guarantees, or the obligations of Franchisee and such others upon and after termination of this Agreement, including, but not limited to, the provisions of Sections 2.1, 2.2, 2.3, 2.4, 2.5, 5.1, 5.2, 5.3, 5.5, 5.6, 5.7, 6.4, 6.5, 6.6, 6.7, 6.8, 6.14, 6.15 (including any policies, regulations and procedures referred to therein), 6.16, 6.17, 8.7 and 8.8(c). It is agreed that in the event of any such breach or default, in addition to all other remedies provided elsewhere in this Agreement or by law, Midas shall be entitled to relief in equity (including a temporary restraining order, temporary or preliminary injunction, and permanent mandatory or prohibitory injunction), to restrain the continuation of any such breach or default or to compel compliance with such provisions of this Agreement.

8.6 Liquidated Damages. Midas, Franchisee, and the other parties bound hereunder, mutually acknowledge that it would be difficult to ascertain the exact amount of damages incurred by Midas in the event of any breach or default described in Section 8.5, and that in addition to all other remedies provided elsewhere in this Agreement or by law, Midas shall be entitled to recover from all such parties jointly and severally, as and for its liquidated damages, the sum of $300.00 for each day's continuance of such breach or default after written notification thereof by Midas to Franchisee, it being agreed that said sum represents a reasonable estimate of the damage which would thereby accrue to Midas, reserving to Midas the right to recover such other or additional damages as may be provided by law.

8.7 Obligations Upon and After Termination or Expiration. Upon termination or expiration of this Agreement, whether by lapse of time, by termination pursuant to any provision of this Article Eight, by mutual consent of the parties, by operation of law, or in any other manner, Franchisee shall cease to be an authorized Midas franchisee as to any products or services whatever, and Franchisee and all persons directly or indirectly owning any interest in Franchisee or in any way associated with or related to Franchisee shall:

(a) Promptly cause Franchisee to pay Midas all liquidated or ascertainable sums owing from Franchisee to Midas, without set-off or other diminution on account of unliquidated claims.

(b) Immediately and permanently discontinue the use of any of the Proprietary Marks, any of the Midas indicia or the Midas System, or any marks, names or indicia which in the opinion of Midas are confusingly similar thereto, or any other materials which may in any way indicate or tend to indicate that Franchisee is or was an authorized Midas franchisee or is or was in any way associated with Midas.

(c) Immediately and permanently remove, destroy, or obliterate. at Franchisee's expense, all signs containing any of the marks, names, indicia, or other things the use of which is prohibited by paragraph (b) above, and shall also sell to Midas, f.o.b. Franchisee's Shop, such of the aforesaid signs as Midas may request, at a price equal to the original installed cost thereof to Franchisee minus a reasonable allowance for depreciation, wear and tear, and obsolescence.

(d) Promptly destroy or surrender to Midas all stationery, letterheads, forms, printed matter, promotional displays. and advertising containing any of the marks, names, indicia, or other things the use of which is prohibited by paragraph (b) above.

(e) Immediately and permanently discontinue all advertising placed by Franchisee as an authorized Midas franchisee or which contains or makes reference to any of the marks, names, indicia, or other things the use of which is prohibited by paragraph (b) above, and will cancel all such advertising already placed or contracted for which would otherwise be published, broadcast, displayed, or disseminated after the date of termination hereof.

(f) Immediately cease using or claiming any right to use any telephone number, social media website, or social media account which Midas, as the subscriber therefor, has allowed Franchisee to use during the Term and pay all bills incurred for the period during which Franchisee used such number or numbers. Franchisee shall immediately transfer and assign to Midas (or to such person or firm as Midas may designate) the telephone number(s) and any social media website(s) or account(s) for Franchisee's Shop and shall immediately execute such instruments (whether required by the phone carrier, Midas or any other party) and take such steps as in the opinion of Midas may be necessary or appropriate to transfer and assign each such telephone number and social media website and account. Franchisee further irrevocably appoints a duly authorized officer of Midas as Franchisee's duly authorized agent and attorney-in-fact to execute all such instruments and take all such steps to transfer and assign each such telephone number and social media website or account. Franchisee agrees to promptly pay all outstanding phone bills (including any interest and penalties) and any other bills or debts owed for each such telephone number, listing, or social media website or account to be assigned.

(g) Immediately and permanently discontinue any use of the word "Midas" or any word confusingly similar thereto in Franchisee's firm name, corporate name, or trade name, and take such steps as may be necessary or appropriate in the opinion of Midas to change such names to eliminate therefrom the word "Midas" or any word confusingly similar thereto.

(h) Thereafter refrain from doing anything tending to indicate that Franchisee is or was an authorized Midas franchisee, or is or was in any way associated with Midas.

(i) Immediately cease issuing and honoring warranties or Guarantees on approved Midas products and provide the Midas Link Warranty Registration information to Midas. Franchisee shall not be entitled to any warranty or Guarantee credit with respect to any such further warranties or Guarantees on approved Midas products after the date of termination. Franchisee must refer all requests for honoring of such warranties and Guarantees to Midas or to such other Midas franchisee or franchisees as Midas may from time to time designate.

8.8 General Provisions Regarding Termination. (a) Termination of this Agreement under any circumstances shall not abrogate, impair, release, or extinguish any debt, obligation. or liability of

Franchisee to Midas which may have accrued hereunder, including without limitation, any such debt, obligation, or liability which was the cause of termination or arose out of such cause.

(b) All covenants and agreements of Franchisee which by their terms or by reasonable implication are to be performed, in whole or in part, after the termination of this Agreement, including but not limited to those set forth in Subsections 2.4(a) and (c), shall survive such termination.

(c) In the event this Agreement is Transferred by Franchisee within the meaning of Section 7.1, and such Transfer is consented to by Midas pursuant to the provisions of Sections 7.4, 7.6, or 7.7, this Agreement shall be deemed to have terminated as to the assignor or assignors as of the date of such consent, and such assignor or assignors shall thereupon be bound by all the provisions of Section 8.7 and this Section 8.8, to the same extent and in the same manner as if this Agreement had been terminated in its entirety as of said date.

(d) Nothing contained in Section 8.7 shall be deemed to apply to or affect the operation by Franchisee or by any other party bound thereby of a Midas Shop at any other location pursuant to and in accordance with the provisions of any other valid and outstanding agreement with Midas.

Article Nine: Extension of Franchise Relationship

9.1 Notification Regarding Extension. Prior to the expiration of the Term as set forth in Section 1.3, Midas will notify Franchisee in writing whether or not Midas will extend the franchise relationship with Franchisee with respect to the Shop, and under what special conditions, if any, such extension will be granted.

9.2 Grounds for Refusal to Extend or Imposition of Conditions. If there is good cause, Midas may refuse to extend the franchise relationship with Franchisee or impose special conditions for such extension. As the basis for refusing to extend, good cause shall mean the failure of Franchisee through act or omission to achieve and maintain those standards of operation reasonably required by Midas to maximize the sale of goods and services or to preserve the goodwill of the Midas indicia and franchise program. By way of illustration, but not limitation, inadequate inventory, chronic late payment of sums due Midas, failure to devote sufficient personal time to the business, poor quality or workmanship performed and or products sold, substandard maintenance of Shop premises, unsatisfactory customer relations as evidenced by the number of complaints, and inadequate hours of operation shall constitute good cause for refusing to extend. Special conditions which Midas may impose for extending the franchise relationship are those changes in Franchisee's operations which Midas reasonably requires to maximize the sale of goods and services by Franchisee and to preserve the goodwill of the Midas indicia and franchise program, and could include by way of illustration, but not limitation, renovation of Shop premises or relocation of the Shop. It is agreed and understood that good cause as used herein includes conduct by Franchisee which would not constitute grounds for termination of this Agreement under Article Eight.

9.3 Terms of Franchise during Extension Period. The Term of the extension of the franchise relationship shall be twenty (20) years, and the franchise fee for such extension shall be one-half of the franchise fee which, at the time of the extension, Midas charges franchisees who own three or more Midas Shops. In all other respects, the form of agreement governing the extension of the franchise relationship shall be the same as that granted to new franchisees at the time of such extension except for special conditions, if any, which are imposed in connection with the extension. Franchisee and each of its stockholders, directors, and officers shall as a condition for the extension of the franchise relationship, execute and deliver to Midas a general release of any and all claims and causes of action against Midas, its affiliated corporations, and their respective officers, agents, and employees.

9.4 Payment of Franchise Fees Upon Extension. Midas will provide Franchisee payment terms for the payment of the franchise fee charged for the extension of the franchise relationship as follows (at Franchisee's choice): (i) via two (2) equal installments, with the first installment paid on the date the Term of the extension begins and the second installment paid on the one year anniversary thereof, or (ii) via twelve (12) equal monthly payments, beginning the month the Term of the extension begins, through Franchisee's trade account via ACH. Notwithstanding the foregoing, if Franchisee has more than one Midas Shop franchise (including franchises granted to corporations controlled by Franchisee or its principals) for which extensions are to be granted within any 12-month period, then the total of all the franchisee fees must be paid in the same number of equal annual installments as the number of franchises so extended, but not to exceed ten (10) installments, beginning on the date of the first extension and on the same date each year thereafter until fully paid.

9.5 Extension Under Special Conditions. If Midas notifies Franchisee that it will extend the franchise relationship, but only under special conditions, Midas shall set forth in detail the nature of such conditions and, if applicable, the time within which such conditions shall be met by Franchisee.

9.6 Franchisee's Right to Sell Franchised Shop. If Midas notifies Franchisee that the franchise relationship will not be extended upon the expiration of the Term or that the franchise relationship will be extended only upon compliance with special conditions, Midas shall, in such notice set forth the reasons therefor. Franchisee may thereafter at its option if Franchisee is not in default under this Agreement sell the Shop. Midas shall grant the transferee a new franchise agreement, provided the provisions of Section 7.4 are satisfied and the transferee agrees to perform all of the special conditions, if any, set forth by Midas in its notice to Franchisee. The Term of the franchise agreement granted to the transferee shall be twenty (20) years, and the franchise fee that must be paid to Midas shall be one-half of the then-current initial franchise fee charged to a new franchisee by Midas (without reduction for owning multiple locations or any incentives being offered) at the time of the sale ("9.6 Renewal Fee"). In all other respects, the form of the franchise agreement shall be the same as that granted to new franchisees at the time of such sale.

9.7 Arbitration. (a) If Franchisee disputes the refusal of Midas to extend the franchise relationship or disputes the imposition of special conditions for extending the franchise relationship, then upon written demand made by Franchisee upon Midas at any time within sixty (60) days after receipt of notice of such refusal or imposition of special conditions, the dispute shall be submitted to arbitration. The terms and conditions for arbitration set forth in Section 10.12 below shall apply to arbitration under this Section 9.7 except to the extent different terms are expressly set forth in this Section 9.7.

(b) The arbitrators shall have full power to determine whether Midas has good cause to refuse to extend the franchise relationship or to impose special conditions for extending the franchise relationship pursuant to the notice or notices given. The determination of the arbitrators thereon shall be final and conclusive upon the parties, subject only to the provisions of said the Uniform Arbitration Act as in force in the State of Delaware. Any determination of an issue of fact or law made by the arbitrators, however, shall be binding upon the parties only with respect to and in connection with the particular arbitration proceeding and the specific final decision or award of the arbitrators made therein, and shall not be binding upon the parties nor shall it be admissible in any other proceeding or for any other purpose, provided that nothing herein shall prevent any party from enforcing the specific decision or award of the arbitrators by an appropriate and lawful means.

(c) The cost of arbitration (not including attorney's fees) shall be taxed and borne as provided in said Uniform Arbitration Act.

(d) The arbitrators shall not have the power to determine or decide any issue or matter other than those hereinabove expressly set forth, and shall in no event have any right or power to award or assess

damages to or against any party. The arbitrator's right to establish an award described in Section 10.12(b) shall not apply to any arbitration conducted pursuant to this Section 9.7.

(e) If Franchisee fails to serve proper written demand for arbitration as set forth in Section 9.7(a) within the time specified therein, Franchisee shall be barred from seeking any relief, whether by way of arbitration or by way of action or defense in any court, with respect to any matter or issue which was subject to arbitration under this Article Nine. Even though a dispute is referred to arbitration, and even though the arbitration should result in an award favorable to Midas, Franchisee may sell its Shop as permitted in Section 9.6, provided that the transferee agrees to meet any special conditions imposed by Midas which are sustained by arbitration.

Article Ten: Miscellaneous Provisions

10.1 Grammar. The masculine of any pronoun shall include the feminine and/or the neuter thereof, and the singular of any noun or pronoun shall include the plural, or vice-versa, wherever the context shall require.

10.2 Franchisee. Upon any effective Transfer of Franchisee's interest in this Agreement pursuant to Article Seven, any and all references herein to "Franchisee" shall, unless the context otherwise requires, mean and refer to such assignee.

10.3 Section Headings. Section headings are for convenience of reference only, and shall not be construed as part of this Agreement, nor shall they limit or define the meaning of any provision herein.

10.4 Cost of Enforcement or Defense. In the event Midas is required to employ legal counsel or to incur other expense to enforce any obligation of Franchisee hereunder, or to defend against any claim, demand, action, or proceeding by reason of Franchisee's failure to perform any obligation imposed upon Franchisee by this Agreement, including in arbitration pursuant to Section 10.12 below, and provided that legal action is filed by or against Midas and such action or the settlement thereof establishes Franchisee's default hereunder, then Midas shall be entitled to recover from Franchisee the amount of all reasonable attorneys fees of such counsel and all other expenses incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding, whether incurred prior to or in preparation for or contemplation of the filing of such action or thereafter. Nothing contained in this Section 10.4 shall relate to arbitration proceedings pursuant to Section 7.11, 8.2(e), or 9.7.

10.5 Remedies Cumulative. All rights and remedies conferred upon Midas by this Agreement and by law shall be cumulative of each other, and neither the exercise nor the failure to exercise any such right or remedy shall preclude the exercise of any other such right or remedy.

10.6 Non-Waiver. No failure by Midas to take action on account of any default by Franchisee, whether in a single instance or repeatedly shall constitute a waiver of any such default or of the performance required of Franchisee. No express waiver by Midas of any provision or performance hereunder or of any default by Franchisee shall be construed as a waiver of any other or future provision, performance, or default.

10.7 Invalidity. If any provision of this Agreement, including but not limited to any of the restrictive covenants contained in Section 2.4 hereof, shall be invalid or unenforceable for any reason (including for purposes of the restrictive covenants, reasons that the areas of restriction exceed the reasonable maximum time period, geographic area or scope), either in its entirety or by virtue of its scope or application to given circumstances, then the parties hereby request and authorize the arbitrator or court to "blue pencil" such provision so as to make it enforceable and to best carry out the intent of the parties, or to deem such provision severed from this Agreement if it cannot be so modified. The holding, declaration or

pronouncement shall not adversely affect any other provisions of this Agreement, which shall otherwise remain in full force and effect, it being the stated intention of the parties that had they known of such invalidity or unenforceability at the time of entering into this Agreement, they would have nevertheless contracted upon the terms contained herein, either excluding such provisions, or including such provisions only to the maximum scope and application permitted by law, as the case may be. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this Section 10.7 shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision.

10.8 Notices. Any notice or demand given or made pursuant to this Agreement must be given in writing and will be deemed to be delivered, unless specified otherwise herein: (i) at the time delivered by hand; (ii) one (1) business day after transmission by facsimile or other electronic system (e.g. E-mail) if the sender has confirmation of successful transmission; (iii) one (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or (iv) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid. All notices to Midas must be sent to the 4300 TBC Way, Palm Beach Gardens, Florida 33410, although Midas may change this address for notice by giving Franchisee notice of the new address. Any notice that Midas sends to Franchisee may be sent only to the address on this Agreement, the Shop address as stated in this Agreement or any other contact information that Franchisee has provided to Midas in writing. Any demand for arbitration pursuant to Section 7.11 or 8.2(e) or any notice pursuant to Section 8.4(d) shall be deemed to have been made or given and shall be deemed effective when sent in accordance with this Section 10.8, provided that it is received by Midas within one (1) business day after expiration of the period for making or giving such demand or notice.

10.9 Entire Agreement. This Agreement (including all schedules hereto), together with any written lease or sublease of the Site entered into between Franchisee and Midas or any of its subsidiaries or affiliated corporations, constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and thereof. There are no representations, undertakings, agreements, terms or conditions not contained or referred to herein or in any such lease or sublease. This Agreement supersedes and extinguishes any prior written agreement between the parties or any of them relating to the operation of the Shop at the Site, provided that it shall not abrogate, impair, release, or extinguish any debt, obligation or liability of Franchisee to Midas accrued immediately prior to the execution of this Agreement nor cancel any credit owed by Midas to Franchisee at said time, nor shall it abrogate or impair any action heretofore taken by Midas or Franchisee under any Application for a Midas Shop Franchise (or similar document) or area development agreement, executed by Midas and Franchisee or their predecessors, or any understandings or approvals relating to plans and specifications for the Shop building and premises or the equipment and opening inventory to be installed or placed therein. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Franchisee to waive reliance on any representation made by Midas in its most recent disclosure document (including exhibits and amendments) delivered to Franchisee or its representative.

10.10 Binding Effect. Subject to all the provisions of Article Seven and Section 8.8(c), this Agreement shall be binding upon and shall inure to the benefit of the parties hereto (including the parties whose signatures follow those of Midas and Franchisee) and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

10.11 Modification. (a) No amendment, change, or variance from this Agreement shall be binding upon either Midas or Franchisee except by mutual written agreement or, at Midas' option upon notice of the approval of a Super-Majority (as defined below).

(b) This Agreement may be modified by Midas at its option whenever Midas and a Super-Majority, as hereinafter defined, of franchisees of Midas agree to any such modification. A "Super-

Majority" of Midas franchisees shall consist of the franchisees who represent at least 75 percent of all Midas Shop franchise locations in the United States, or, if only a portion of Midas Shops are affected by the modification, by the franchisees who represent at least 75 percent of those Midas Shop franchise locations in the United States affected by the modification. Whenever a modification is approved by a Super-Majority, Midas may elect to treat the modification as effective to all franchisees in the United States or the applicable group thereof, including Franchisee, to the same extent and in the same manner as if the modification was unanimously approved by them, and regardless of whether Franchisee may or may not desire to be bound by the modification. Midas shall provide Franchisee with notice of any modification to this Agreement based upon a Super-Majority approval at least 30 days prior to the date such modification is to be effective. By signing this Agreement, Franchisee appoints the officers of Midas as its attorneys in fact with irrevocable power and authority to execute any such modification so approved.

(c) If an amendment of this Agreement is executed at Franchisee's request, legal fees or costs of preparation of such amendment and any registration in connection therewith shall be paid by Franchisee.

10.12 Dispute Resolution and Controlling Law. (a) **Arbitration.** Except for actions related to or based on the Proprietary Marks or the copyrights of Midas or to enforce the provisions of Section 2.4 or 8.7 of this Agreement, which Midas may bring in a court of competent jurisdiction, all controversies, disputes claims, causes of action and/or alleged breaches or failures to perform between Midas, its subsidiaries and affiliated companies or their shareholders, officers, directors, agents, employees and attorneys, in their representative capacity, and Franchisee, and its employees, officers, directors, owners, guarantors or agents, arising out of or related to: (1) this Agreement; (2) the relationship of the parties; (3) the validity of this Agreement; or (4) any aspect of the Midas Shop licensed herein (collectively, "Claims") shall be submitted for binding arbitration to the American Arbitration Association. Notwithstanding the language above, if the action is based on a separate agreement or instrument between Franchisee or any party affiliated with Franchisee and Midas or any party affiliated with Midas, such as a promissory note or lease, the dispute resolution procedure in that agreement or instrument will control rather than this Section 10.12(a); provided, that, at Midas' sole option, any claim of Midas or its affiliate against Franchisee or its affiliate based on such separate agreement or instrument may be brought in arbitration in conjunction with a dispute between the parties that is subject to arbitration under this Section, regardless of any provisions to the contrary contained in the separate agreement or instrument. Arbitration proceedings will be conducted in Palm Beach Gardens, Florida and will be heard by one arbitrator in accordance with the then current rules of the American Arbitration Association that apply to commercial arbitration. The decision as to whether a claim is subject to mandatory arbitration shall be made by an arbitrator, not a court, except that the decision whether the arbitration may proceed as a class action shall be made by the court. Any party to an arbitration proceeding may apply to the arbitrator for reasonable discovery from the other. In this Agreement "reasonable discovery" means a party may submit no more than 10 interrogatories, including subparts, 25 requests for admission, 25 document requests, and three depositions per side of the dispute. The foregoing discovery rights and limitations shall control over any contradictory discovery rules of the American Arbitration Association, unless the parties agree otherwise. The parties further agree that, in connection with any such arbitration proceeding, each will file any compulsory counterclaim, as defined by Rule 13 of the Federal Rules of Civil Procedure, within 30 days after the date of the filing of the claim to which it relates. Any arbitration conducted pursuant to Section 7.11, 8.2(e), or 9.7 of this Agreement shall be conducted separately from the arbitration of any other disputes hereunder. For purposes of arbitration pursuant to Section 7.11, 8.2(e), or 9.7 of this Agreement, the terms set forth in those sections shall control over any conflicting terms in this Section 10.12. This provision will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

(b) **Arbitration Award.** Subject to Section 10.12(e) below, the arbitrator will have the right to award or include in the award any relief available and appropriate under applicable law (as set forth in

Section 10.12(d)) and this Agreement. Any award shall be based on established law and shall not be made on broad principles of justice and equity. The award and decision of the arbitrator will be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction.

(c) **Limitations on Proceedings.**

(i) Midas and Franchisee agree that arbitration will be conducted on an individual basis only. Neither party shall commence any arbitration with a third party against the other, or join with any third party in any arbitration involving Midas and Franchisee. Further, neither Midas nor Franchisee shall attempt to consolidate or otherwise combine in any manner an arbitration proceeding involving Midas and Franchisee with another arbitration of any kind, nor shall Midas or Franchisee attempt to certify a class or participate as a party in a class action against the other.

(ii) The foregoing notwithstanding, in the event Franchisee controls, is controlled by or is in active concert with another franchisee or distributor of Midas, or there is a guarantor of some or all of the Franchisee's obligations to Midas, then the joinder of those parties to any arbitration between Midas and Franchisee shall be permitted, and in all events, the joinder of an owner, director, officer, manager, partner or other representative or agent of Franchisee shall be permitted.

(d) **Governing Law/Consent to Jurisdiction/Waiver of Jury Trial.** The United States Federal Arbitration Act shall govern all questions about the enforceability of Sections 7.11, 8.2(e), 9.7, and 10.12, and the confirmation of any arbitration awards pursuant to such procedures, and no arbitration issues are to be resolved pursuant to any other statutes, regulations or common law. Otherwise, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other United States federal law, this Agreement shall be interpreted under the laws of the State of Delaware and any dispute between the parties shall be governed by and determined in accordance with the internal substantive laws, and not the laws of conflict, of the State of Delaware, which laws shall prevail in the event of any conflict of law. Notwithstanding the foregoing, the parties agree that the Delaware Deceptive Trade Practices Act (DEL. CODE ANN. tit. 6, § 2531 et seq.) and Delaware Consumer Fraud Act (DEL. CODE ANN. tit. 6, § 2511 et seq.) shall not apply to this Agreement or any disputes between the parties. Franchisee and Midas have agreed upon a forum in which to resolve any disputes that arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding not subject to mandatory arbitration, as specified in Section 10.12(a), involving Franchisee, its employees, officers or directors (collectively, "Franchisee Affiliates") and Midas, its employees, officers or directors (collectively, "Midas Affiliates"), both parties agree that the exclusive venue for disputes between them shall be in the state courts for Palm Beach County, Florida or federal courts located in or nearest to West Palm Beach, Florida and each waive any objection either may have to the personal jurisdiction of or venue in the state and federal courts of Florida. Notwithstanding the foregoing, any legal proceeding by Midas or any Midas Affiliate not subject to mandatory arbitration may be brought in any court of competent jurisdiction in the country, state, province, or other geographic area in which Franchisee's Shop is located or in which Franchisee or any Franchisee Affiliate resides or own assets. **IF A CLAIM MAY BE BROUGHT IN COURT, THEN MIDAS, THE MIDAS AFFILIATES, FRANCHISEE AND THE FRANCHISEE AFFILIATES EACH WAIVE THEIR RIGHTS TO A TRIAL BY JURY.**

(e) **No Punitive or Consequential Damages.** Except as specifically permitted elsewhere in this Agreement, neither Midas or any of the Midas Affiliates, on the one side, nor Franchisee or any of the Franchisee Affiliates, on the other side, shall be liable to the other for punitive or other damages not measured by the other party's actual damages in any action between the parties, whether of the type subject to mandatory arbitration under Section 10.12(a) or otherwise, and whether such action is brought in arbitration, litigation, or any other legal proceeding.

(f) **No Recourse Against Others.** Franchisee agrees that its sole recourse for claims (whether in contract or in tort, in law or in equity, or granted by statute) arising between the parties shall be against Midas, TBC Corporation, TBC Holdings, LLC, or their successors and assigns. Franchisee agrees that the officers, employees, managers, members, attorneys, and agents of Midas and its affiliates (the "Nonparty Affiliates") shall not be personally liable nor named as a party in any action between Midas and Franchisee. To the maximum extent permitted by law, Franchisee waives any such claims against such Nonparty Affiliates.

10.13 Force Majeure. Except for the payment of monies under this Agreement, neither party will be liable to the other party, nor will such party be deemed to be in breach of this Agreement, if it exercises best efforts to perform its obligations under this Agreement, but is unable to perform its obligations because of any of the following reasons which were not reasonably foreseeable by it: (a) strikes or other labor disturbance; (b) acts of God or the public enemy, terrorism, riots or other civil disturbances, fire, or flood; (c) interference by civil or military authorities; (d) compliance with governmental laws, rules, or regulations that were not in effect as of the date of this Agreement; (e) transportation shortages, inadequate supply of labor, material or energy, or embargoes; or (f) any other cause beyond its control and without its fault or negligence. Any delay resulting from any of these causes will extend performance by the party so delayed accordingly or excuse performance by such party in whole or in part, as may be necessary. If a force majeure event as described in this Section occurs, continues for a period of 12 consecutive months or longer, and prevents either party from performing its obligations hereunder, Midas will have the right, at its option, to terminate this Agreement effective upon written notice to Franchisee.

10.14 Varying Standards. Midas has the right, at its sole determination, to vary the franchise agreement and/or standards for any franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population or trade area, existing business practices, the franchisee's positive contributive attitude, or any other condition that Midas deems to be of importance or otherwise desirable. Franchisee shall not have any right to complain about a variation in the franchise agreement or from standard specifications and practices, granted to any other franchisee; and Franchisee shall not be entitled to require Midas to grant to Franchisee a like or similar variation.

10.15 Counterparts. This Agreement may be executed in any number of identical counterparts and via electronic signature, and each such counterpart shall be deemed a duplicate original hereof.

IN WITNESS WHEREOF, Midas and Franchisee have caused this Agreement to be executed and entered into as of the Effective Date (defined below).

MIDAS:	**FRANCHISEE:**
Midas International, LLC	[*Insert Entity Name*]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____ (the "Effective Date")	Date Received: _____
	Date Signed: _____

Each of the undersigned, being directly or indirectly beneficially interested in the business to be conducted by Franchisee pursuant to the foregoing Agreement, and in order to induce Midas to enter into said Agreement and in consideration of its doing so, hereby joins in and agrees to be personally bound by all the terms and provisions of this Agreement, other than the payment of money by Franchisee if the undersigned is not an owner of the Franchisee, to the same extent and in the same manner as Franchisee is bound. Nothing herein shall be deemed to abrogate or impair any separate instrument of guaranty or subordination which any of the undersigned may have heretofore executed or may contemporaneously herewith or hereafter execute.

_____	_____
Name:_____	Name:_____
Date Signed: _____	Date Signed: _____

SCHEDULE A

APPROVED SERVICES	APPROVED PRODUCTS AND PARTS
Full automotive services	**General automotive products, parts and accessories**
Engine replacement services	**Engines, engine products, parts and accessories**
Transmission services	**Transmissions, transmission products, parts and accessories**
Brake system services	**Brake pads, shoes and other braking system parts**
Exhaust system services	**Mufflers and other exhaust system parts**
Steering and suspension services	**Shock absorbers, struts and other suspension and chassis parts**
Starting and charging services	**Batteries, battery parts and accessories**
Heating and cooling services	**Heating, cooling and heat transfer parts**
Air conditioning services	**Refrigerant**
Fuel system services	**Fuel filters and fuel system cleaners**
Fluid exchange services	**Oil and filters, transmission fluid, differential fluid, brake fluid, power steering fluid, coolant, engine flush**
Scheduled and general maintenance services	**Scheduled and general maintenance products and maintenance parts including filters (air, cabin and transmission), belts, wiper blades and motors, headlamps, light bulbs, window motors and hoses**
Drive train services	**CV boots, halfshafts and other drive train parts**
Tire mounting, balancing, installation and repair and other tire-related services	**Motor vehicle tires, valve stems and wheel weights**
Wheel alignment services	**Shims**
Other starting and charging services	**Other starting and charging products including alternators, starters and solenoids**
Engine diagnostic and tune-up services (ignition)	**Engine tune-up parts**
Trailer hitch installation services	**Trailer hitches, towing products and other towing parts**
Third party vehicle towing, third party rental car services, and State inspection services and stickers	

*** Midas reserves the right to change this Schedule A from time to time.**

SCHEDULE B

SITE SELECTION ADDENDUM

This is the Site Selection Addendum to the Franchise Agreement, dated _____, 20___, by and between Midas International, LLC, as Midas, and _____, as Franchisee ("Agreement").

Midas and Franchisee hereby agree that the Shop (as defined in the Agreement) shall be located at the following specific location only: _____.

MIDAS:	**FRANCHISEE:**
Midas International, LLC	[*Insert Entity Name*]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____, 20__	Date: _____, 20__

EXHIBIT D-2

PERSONAL GUARANTY

With reference to the Franchisee(s) holding a Franchise Agreements(s) for the Midas Shop(s) at the address(es) listed below ("**Debtor**"), it is and will be to the interest and advantage of the undersigned person(s) or entity(ies) ("**Guarantor**"), that Debtor obtain credit, procure goods or services, or obtain other financial assistance from Midas International, LLC, Midas Realty, LLC, Midas Property, LLC and their parents, subsidiaries, and affiliates (collectively "**Midas**"). If there is more than one Guarantor, their obligations hereunder shall be joint and several.

Accordingly, Guarantor requests that Midas extend credit or other financial accommodation, sell goods, lease real estate, equipment, or other property, with or without security, to or for the account of Debtor, or in respect of which Debtor may be liable to Midas in any capacity. Midas is authorized to purchase, accept as collateral or as security, or otherwise acquire from Debtor, accounts receivable, notes, evidences of indebtedness, contracts, leases, agreements, purchase orders, chooses in action, conditional sale or lease agreements, chattel mortgages, real estate mortgages or trust deeds, liens, other security instruments, drafts, bills, acceptances, trust receipts, warehouse receipts, guarantees, securities, certificates of beneficial interest in trust agreements, or other obligations (collectively "**Receivables**"). Midas may factor any sales or finance the Receivables. Midas may refrain from collecting sums due from Debtor for Receivables, royalties, franchise fees, rents, or any other sums due Midas. Guarantor consents to and waives notice of any and all agreements, terms and arrangements, and changes thereof. Midas is authorized to make loans or advance funds to Debtor whether or not secured, and if secured, secured by Debtor's Receivables. Midas may otherwise directly or indirectly advance money or give or extend credit to Debtor, or otherwise assist Debtor in financing the business or sales of Debtor without obligating Midas to do so.

Guarantor, for value received, hereby unconditionally guarantees to Midas the prompt payment in full when due or declared due and at all times thereafter of any and all indebtedness, liability or liabilities, primary, secondary or contingent, of any and every kind or nature, now or hereafter owing or to become owing by Debtor to Midas however arising, incurred or evidenced, and of any and all Receivables heretofore or hereafter acquired by Midas from Debtor by assignment, pledge or otherwise, made, executed and/or delivered to Midas by Debtor, or in respect of which Debtor has, or may become, in any way liable. Guarantor guarantees to Midas the prompt, full, and faithful performance and discharge by Debtor of each and every one of the terms, conditions, agreements, representations, warranties, covenants, guarantees and provisions on the part of Debtor contained in any agreement or arrangement, note, lease, sublease, security instrument, schedule and assignment of accounts or other instrument heretofore or hereafter given by or on behalf of Debtor in connection with the sale, assignment, or pledge of any Receivables to Midas, or any agreement or indebtedness assigned to Midas of any kind or nature, or in any renewal, extension, modification or addenda of any of the foregoing. Guarantor also hereby agrees on demand to reimburse Midas for all expenses, collection charges, court costs, arbitration expenses and attorney's fees incurred in endeavoring to collect or enforce any of the foregoing against Debtor and/or Guarantor or any other person or entity liable thereon. For all of these obligations with interest at the highest contract rate provided for in any of the foregoing instruments, after due until paid, Guarantor hereby agrees to be directly, unconditionally, and primarily liable jointly and severally with Debtor, and Guarantor agrees that the same may be recovered in the same or separate actions brought to recover the principal indebtedness.

Notice of acceptance of this guaranty, or pledge, the giving or extension of credit to Debtor, the purchase, acquisition, or pledge of notes, Receivables, security instruments or other instruments, or the advancement of money or credit thereon, and presentment, demand, notices of default, nonpayment or partial payments and protest, notice of protest and all other notices of formalities to which Debtor might

otherwise be entitled are hereby waived. Guarantor waives notice of, and consents to, the granting of extension(s) of time for payment, the taking and releasing of security in respect to any note, indebtedness or liabilities so guaranteed hereunder, or Midas accepting partial payments thereon or Midas settling, subordinating, compromising, compounding, discharging or releasing any obligations as Midas may deem advisable, without in any way impairing or affecting Guarantor's liability to the full amount thereof. Midas shall not be required to prosecute collection, enforcement or other remedies against Debtor or against any person liable on any said notes, Receivables, security instruments, instruments, agreements, obligations, indebtedness or liabilities so guaranteed, or to enforce or resort to any security, liens, collateral or other rights or remedies before calling on Guarantor for payment or performance. Guarantor's liability shall not in any way be released or affected by reason of any failure or delay on Midas' part to take that action.

This guaranty is absolute, unconditional and continuing, and payment of the sums for which Guarantor becomes liable shall be made to Midas at its office from time to time, on demand, or as the same become or are declared due, notwithstanding that Midas holds Receivables against which Midas may be entitled to resort for payment; and one or more successive or concurrent actions may be brought hereon against Guarantor, either in the same action in which Debtor is sued or in separate actions, as often as deemed advisable. Guarantor expressly waives any right to set-off, recoup or counter-claim any claim or demand against Midas, or against any other person or concern liable on the Receivables; and, as further security to Midas, any assets of Guarantor of any kind, nature, or description in Midas' possession, custody or control, may without further notice, be reduced to cash, or if cash or an indebtedness owed to Guarantor by Midas, may be applied by Midas in reduction or payment of any liability incurred hereunder, and all debts or liabilities now or hereafter owing to Guarantor by Debtor or by any other person are hereby subordinated to Midas and are hereby assigned to Midas.

The acceptance of any partial payment by Midas, after the time when it becomes due as herein set forth, shall not be held to establish a custom or waive any rights Midas has to enforce prompt payment of this guaranty. Demand, presentment for payment, protest, notice of a non-payment, or protest of any notes pledged hereunder, is hereby waived by Guarantor. Midas shall not be required to look to the Receivables for the payment of this guaranty, but may proceed against Guarantor in such manner as Midas may deem desirable. Midas shall not be required to demand or obtain payment from any other guarantor of Debtor, prior to making demand upon Guarantor. None of the rights or remedies Midas has is to be deemed waived or affected by failure to exercise or delay in exercising same. All remedies conferred by Guarantor upon Midas or any of the collateral pledged hereunder shall be cumulative, and none is exclusive, and Midas may, at its option, exercise such remedies concurrently or consecutively. Guarantor agrees to be bound by the audit provisions contained in the Franchise Agreement and any other agreements with Midas.

This guaranty shall inure to the benefit of Midas and its successors and assigns. The arbitration, litigation, injunctive relief, governing law and jurisdiction provisions contained in the Franchise Agreement any other applicable agreement with Midas shall govern this Guaranty, and such provisions are incorporated into this Guaranty by this reference.

Franchisee/Debtor:

Shop covered by guaranty:

GUARANTOR:

_____, Individually

GUARANTOR'S PERSONAL ADDRESS:

_____

_____

Notarial Acknowledgement:

Date: _____, 20___ Date: _____, 20___

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public

EXHIBIT D-3

SUBORDINATION AGREEMENT

The undersigned parties (individually and collectively, "**Undersigned**") represent and warrant that they are all of the officers and owners (shareholders, members, partners, etc.) of the franchisee identified below ("**Franchisee**"), in the Franchise Agreement(s) for the Shop(s) at the address(es) indicated below.

Undersigned hereby request that Midas International, LLC and its subsidiaries/affiliates (individually and collectively, "**Midas**") extend credit to Franchisee.

In order to induce Midas to extend credit to Franchisee, Undersigned and Franchisee hereby agree that any past, current or future indebtedness owed by Franchisee to Undersigned ("**Indebtedness**") shall at all times be subordinate to any royalty, trade account, rent, taxes, promissory note or other monetary obligation owed by Franchisee to Midas ("**Money Owed Midas**").

Franchisee and Undersigned agree that as long there is any Money Owed Midas, Franchisee shall not pay, and Undersigned shall not accept payment of, any Indebtedness, directly or indirectly via payments, loans, advances, gifts or any other form or manner of cash or other consideration, other than Undersigned's agreed compensation, without Midas' consent.

Shop address(es): _____

Franchisee: _____

By: _____

Date: _____

Owners/officers:

_____ _____

Date: _____ Date: _____

EXHIBIT D-4

CO-BRANDING AMENDMENT TO MIDAS FRANCHISE AGREEMENT

This Co-Branding Amendment to the Midas Franchise Agreement ("**Amendment**"), dated effective as of _____, 20___ (the "**Effective Date**"), is by and between Midas International, LLC ("**Midas**") and _____ ("**Franchisee**"). Midas and Franchisee may jointly be referred to herein as the "**Parties**" or individually as a "**Party**."

RECITALS

Whereas, Midas and Franchisee are parties to a Midas Franchise Agreement ("**Franchise Agreement**") which grants Franchisee the right to operate a Midas Shop (as defined in the Franchise Agreement) at the following location: _____ (the "**Shop**").

Whereas, SpeeDee Worldwide, LLC ("**SpeeDee**") operates and grants franchises to third parties to operate SpeeDee Oil Change & Auto Service centers that primarily provide fast fluid exchange and lubrication services to customers utilizing certain SpeeDee trademarks, logos, emblems and other indicia, including the mark "SpeeDee Oil Change & Auto Service" (hereinafter the "**SpeeDee Proprietary Marks**").

Whereas, SpeeDee has granted Midas the right to license to certain Midas franchisees the SpeeDee Proprietary Marks in connection with fluid exchange and lubrication services and certain other designated services in a "Midas/SpeeDee" co-branding shop.

Whereas, Franchisee desires to obtain a license to use the SpeeDee Proprietary Marks in the operation of its Shop as a "Midas/SpeeDee" co-branding shop upon the terms and subject to the conditions described herein.

AGREEMENT

NOW, THEREFORE, it is mutually agreed that the Franchise Agreement shall be amended in the following respects:

1. **Definitions**. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning set forth in the Franchise Agreement.

2. **Term of Amendment**. The term of this Amendment shall commence on the Effective Date and shall end on the expiration or any termination of the Franchise Agreement or upon any earlier termination of this Amendment in accordance with its terms. Midas reserves the right to terminate this Amendment upon notice to Franchisee, in the event that Midas loses the right to license the SpeeDee Proprietary Marks for any reason. Upon such termination, the terms of the Franchise Agreement, without the modifications under this Amendment, shall apply. Upon such termination of this Amendment, Franchisee shall modify its Shop to remove the SpeeDee Proprietary Marks and as otherwise necessary to meet the then-current standards for a standard, single-brand Midas Shop as dictated by Midas.

3. **Grant of Rights to SpeeDee Proprietary Marks**. Midas hereby grants to Franchisee, and Franchisee hereby accepts from Midas, the limited right to use the SpeeDee Proprietary Marks designated by Midas in conjunction with the Proprietary Marks in the operation of the Shop pursuant to the terms of the Franchise Agreement and this Amendment. Franchisee acknowledges the validity of the SpeeDee Proprietary Marks, that the same are the sole and exclusive property of SpeeDee, that SpeeDee has

granted Midas the right to license the same, and that Franchisee may use the SpeeDee Proprietary Marks with the Proprietary Marks only for so long as the right and license granted in this Amendment remains in force, and as directed by Midas. Except with respect to the identity of the owner of the SpeeDee Proprietary Marks, which is addressed above, any and all references in the Franchise Agreement to the Proprietary Marks are deemed to and shall include the SpeeDee Proprietary Marks as well as any combined usage of the Midas Proprietary Marks and SpeeDee Proprietary Marks, such as "Midas/SpeeDee Shop." All obligations and restrictions established by Midas for the Proprietary Marks under the Franchise Agreement shall apply equally to the SpeeDee Proprietary Marks unless Midas provides otherwise. The applicable sections of the Franchise Agreement, including in particular Sections 2.1 and 2.2, are amended accordingly.

4. **SpeeDee Services and Products**. The SpeeDee Proprietary Marks shall be used only in connection with the offer and sale of those authorized SpeeDee services and products that Midas authorizes from time to time (the "**SpeeDee Services and Products**"), which may be offered through the Shop in addition to those authorized Midas services and products designated in Schedule A to the Franchise Agreement. Midas may impose standards and requirements on the SpeeDee Services and Products to the same extent as the Midas services and products. The applicable sections of the Franchise Agreement, including in particular Section 6.2, are amended accordingly. For avoidance of doubt, Franchisee acknowledges that the Net Revenue as defined in Section 4.1 of the Franchise Agreement on which the royalty fees are based include all revenues derived by Franchisee from the sale of SpeeDee Services and Products.

5. **Standards Related to Co-Branding Operations**. Midas may impose standards and requirements for the Shop to be operated as a co-branding outlet that are different from and/or in addition to those that apply to a standard Midas Shop. This includes but is not limited to different terms for warranties and guarantees on SpeeDee Services and Products purchased and sold than those described in Article 5, product purchases and supplies in Section 6.2, Shop design and appearance in Section 6.5, Franchisee advertising in Section 6.8, Shop policies, regulations, and procedures in Section 6.15, and the Shop build-out in Section 6.18.

6. **Increased Royalty Fees**. If Franchisee's Shop is located in a Designated Market Area, as defined by Nielsen Media Research, Inc. or its successor, in which there are two or more then-currently operating SpeeDee retail outlets franchised by SpeeDee that pay SpeeDee a six percent (6%) advertising fee (the "**SpeeDee DMAs**"), then Franchisee will pay Midas an additional royalty equal to one percent (1%) of Franchisee's Net Revenue for the preceding month derived from SpeeDee Services and Products. Section 4.1 of the Franchise Agreement is modified accordingly. Furthermore, any royalties paid based on Net Revenues derived from the SpeeDee Services and Products shall be excluded from the amounts which Midas has agreed to expend on media costs, commissions and fees, production costs, and other advertising pursuant to Section 3.1(h) of the Franchise Agreement, although a portion of such amounts may be used by SpeeDee for its own marketing programs. Franchisee may be required by Midas to participate in and cooperate with SpeeDee in those marketing programs.

7. **Indemnification and Insurance**. All references to Midas in Section 6.9 of the Franchise Agreement shall include SpeeDee.

8. **Conflict/Ratification**. In the event of any conflict between the provisions of this Amendment and any provision of the Franchise Agreement, this Amendment shall control. Except as expressly modified by this Amendment, the provisions of the Franchise Agreement, including any amendments thereto, shall remain in full force and effect.

9. **Authority**. The person signing this Amendment on behalf of Franchisee represents and warrants that he/she has the authority to bind Franchisee.

10. Termination. Section 8.1 of the Franchise Agreement, titled "Termination By Franchisee," is deleted from the Franchise Agreement.

11. Guarantor Consent. Franchisee represents that all individuals who have executed a Personal Guaranty guarantying the performance of Franchisee under the Franchise Agreement, if any, have signed the Guarantor Consent set forth below.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and entered into as of the date first above written.

FRANCHISEE:
[*Insert Entity Name*]

By: _____
Name: _____
Title: _____

MIDAS INTERNATIONAL, LLC

By: _____
Name: _____
Title: _____

GUARANTOR CONSENT

The performance of Franchisee under the Franchise Agreement has been guaranteed by the below Guarantors pursuant to one or more certain Personal Guaranties (collectively, the "**Personal Guaranties**"). The Guarantors, by signing below, consent to the foregoing Amendment as it amends the obligations of Franchisee under the Franchise Agreement and agree that the Personal Guaranties shall be hereby amended to include the obligations of Franchisee set forth in the foregoing Amendment in the obligations guaranteed. The Guarantors further acknowledge that the foregoing Amendment will not terminate, alter or affect in any manner the Guarantors' obligations under the Personal Guaranties.

GUARANTOR:

_____
Print Name: _____
Date: _____

GUARANTOR:

_____
Print Name: _____
Date: _____

EXHIBIT D-5

AUTHORIZATION FOR AUTOMATED CLEARING HOUSE DEBITS

In this Authorization For Automated Clear House Debits ("**ACH Authorization**"), "**Midas**" means and includes Midas International, LLC, Midas Property, LLC and Midas Realty, LC. _____ ("**Franchisee**") is entering into a Franchise Agreement, dated _____ ("**Franchise Agreement**"), with Midas for the operation of a Midas Shop at _____ ("**Shop**").

To ensure prompt payment of royalties due Midas pursuant to the Franchise Agreement, Franchisee hereby authorizes Midas to debit from its account, as identified below, the amount of each monthly royalty due to Midas, as calculated from Franchisee's monthly M2 sales report, on or after the 10th day of each month, commencing immediately. Franchisee agrees to deliver its monthly M2 sales report electronically, as required by Section 4.2 of the Franchise Agreement, by the 5th day of each month. In the event Franchisee fails to deliver its monthly M2 sales report electronically to Midas on or before the 5th day of each month, Franchisee hereby authorizes Midas to debit from its account, as identified below, the estimated monthly royalty amount due to Midas, as calculated by Midas, on or after the 10th day of each month, commencing immediately.

In addition, in order to ensure prompt payment of the trade account, rent, real estate taxes, rent tax, sales tax, common area charges and any other monetary obligations due Midas or its parent companies, subsidiaries, or affiliates (the "**Midas Parties**"), Franchisee hereby authorizes the Midas Parties to debit the amount of trade account charges, rent (both fixed minimum rent and percentage rent), real estate taxes, rent tax, sales tax, common area charges and other monetary obligations from Franchisee's account, as identified below, on or after the first of each month (or otherwise when due), commencing immediately. The dollar amount to be debited will vary.

Franchisee hereby grants Midas all right and authority necessary to deduct such amounts from its account. Franchisee shall make the appropriate requests to its bank to ensure that Midas can make the debits as described in this ACH Authorization. Franchisee's account information for purposes of deducting the payments described herein is as follows:

Bank: _____
Account No.: _____
ABA No.: _____
(Please attach a copy of a voided check.)

This ACH Authorization is also applicable to any other account now or hereafter maintained by Franchisee, should the above-referenced account be closed, deemed inactive, have a zero balance or for any other reasonable determination by Midas. Franchisee agrees to assist Midas in every way to secure payment of the amounts described herein including, without limitation, providing Midas information regarding the above-referenced account or any of Franchisee's other accounts, signing documents necessary to allow Midas to deduct the amounts described herein from Franchisee's account, and providing alternative payment methods, if requested by Midas, in the event the ACH debit is unsuccessful. Further, if the ACH debit is unsuccessful and Midas incurs any bank fees or other charges as a result thereof, Franchisee agrees that Midas may subsequently debit Franchisee's account in the amount of such fees or charges. This ACH Authorization is to remain in full force and effect until the bank has received joint written notification from Midas and Franchisee of Franchisee's termination of such authority in such time and in such manner as to afford the bank a reasonable opportunity to act on it.

Agreed to this _____ day of _____, 20___.

FRANCHISEE:

By: _____,
President/Managing-Member

EXHIBIT D-6

FLEET AMENDMENT TO THE FRANCHISE AGREEMENT

This Fleet Amendment to the Franchise Agreement (this "**Amendment**"), dated effective as of _____, 20____ (the "**Effective Date**"), is by and between Midas International, LLC ("**Midas**") and _____ ("**Franchisee**").

Midas and Franchisee are parties to a Franchise Agreement (the "**Franchise Agreement**"), which grants Franchisee the right to operate a Midas Shop at the following location: _____ _____ (the "**Shop**").

Midas has developed a program (the "**Program**") that provides Midas franchisees the opportunity to sell automotive aftermarket products and services to commercial fleet customers and national rebillers and resellers of aftermarket automotive goods and services (collectively, "**Fleet Customers**").

Midas and Franchisee wish to amend the Franchise Agreement to authorize Franchisee to participate in the Program, upon the terms and subject to the conditions described herein.

NOW, THEREFORE, it is mutually agreed that the Franchise Agreement shall be amended in the following respects:

1. **Definitions**. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning set forth in the Franchise Agreement.

2. **Term of Amendment**. The term of this Amendment (such term, including any and all extension terms, referred to herein as the "**Amendment Term**") shall commence on the Effective Date and shall end on the earlier to occur of (i) the expiration or any termination of the Franchise Agreement, (ii) any date that Midas notifies Franchisee of Midas' election to terminate this Amendment pursuant to Section 7 hereof, or (iii) January 31, 2025.

Midas shall have the right, but not the obligation, in its sole discretion, to extend the Program for one or more consecutive five (5) year extension terms. Midas shall notify Franchisee of any such decision to extend by providing Franchisee with written notice thereof no later than three (3) months prior to the expiration of the then-current term. Within ninety (90) days of its receipt of Midas' notice of extension, Franchisee shall notify Midas, in writing, as to whether Franchisee wishes to continue its participation in the Program for the next upcoming extension term. Any failure by Franchisee to provide Midas with the foregoing notification shall constitute Franchisee's formal, irrevocable notice to Midas of its decision not to continue its participation in the Program following the then-current term.

Notwithstanding the foregoing, and without limiting the generality of Section 7 below, Midas reserves the right to cancel any then upcoming extension term in the event that less than ninety percent (90%) (or such other percentage as determined by Midas, in its sole discretion) of the then-existing Midas shops located in the United States provide notice to Midas of their intention to participate in the Program during the next upcoming extension term as of the expiration date of the then-current term or extension term.

3. **Program Requirements**. In consideration of the agreements of Midas contained herein, Franchisee hereby agrees to participate in the Program and to fully comply with all Program requirements, policies and procedures described on Exhibit A attached hereto and made a part hereof, as well as any and all additional Program requirements, policies and procedures that Midas may from time to time hereafter adopt in connection with the Program (collectively, the "**Program Requirements**"), at all times during the Amendment Term.

4. **Program Guidelines; National Fleet Customer Contracts**. In order to meet the specific automotive aftermarket products and services needs of Fleet Customers whose business operations are conducted in more than one Designated Marketing Area, as determined by Nielsen Media Research, Inc. or its successor (each a "**National Fleet Customer**"), Franchisee agrees to offer and make available to all National Fleet Customers, and otherwise to fully comply with, at all times during the Amendment Term, the standard menu of services and prices (and the guidelines relating to products and/or services not appearing on said standard menu) set forth on Exhibit B attached hereto and made a part hereof, as well as any and all additional menu items and/or guidelines that Midas may from time to time hereafter adopt for the Program (collectively, the "**Program Guidelines**"). Franchisee further agrees to fully comply with the Program Guidelines at all times during the Amendment Term. Franchisee hereby acknowledges and agrees that Midas shall be entitled to make changes and adjustments to the Program Guidelines, including the prices appearing thereon, from time to time during the Amendment Term, and Franchisee agrees to abide by such changes and/or adjustments. Franchisee hereby further acknowledges and agrees that, at all times during the Amendment Term, Midas shall be authorized to enter into, on behalf of Franchisee and other Program participants, contracts with National Fleet Customers which are consistent with the Program Guidelines (each a "**National Fleet Customer Contract**"). Franchisee agrees to fully comply with any and all National Fleet Customer Contracts to the full extent provided therein.

Franchisee acknowledges and agrees that the Program Guidelines apply specifically to National Fleet Customers only and are not required to be used by Franchisee for any other customers or any other purposes whatsoever, including, without limitation, for purposes of determining Franchisee's standard retail pricing and local fleet customer pricing (which pricing shall at all times be determined by Franchisee in its sole and absolute discretion). The parties understand and agree that Franchisee's decision whether to enter into this Amendment and whether to continue to participate in the Program is voluntary and within Franchisee's sole and absolute discretion. Accordingly, Franchisee shall not be subject to any penalty or other adverse action by Midas if Franchisee elects not to enter into this Amendment and/or participate in the Program.

5. **Service Provider Agreement(s)**. As part of Franchisee's agreement to participate in the Program, Franchisee shall enter into one or more separate agreements (each a "**Service Provider Agreement**") with such processor(s)/service provider(s) as from time to time may be designated by Midas for the Program (each a "**Service Provider**"). Franchisee further acknowledges that Midas may, in its sole discretion, designate a different and/or additional Service Provider(s) for the Program at any time or times hereafter. Franchisee agrees to fully comply with all of the terms and conditions of any and all Service Provider Agreements to the full extent provided therein.

6. **List of Participating Midas Shops**. Midas agrees, and Franchisee hereby authorizes Midas, to include the Shop in Midas' master list of Midas shops participating in the Program during the Amendment Term.

7. **Termination of Amendment**. Franchisee agrees that its failure to fully comply with the Program Requirements, the Program Guidelines, the National Fleet Customer Contracts and the Service Provider Agreement(s), as well as the terms and conditions of this Amendment, shall constitute a breach of this Amendment. In the event of any such breach, Midas shall have the right, in its sole discretion, to immediately terminate this Amendment upon delivery of written notice thereof to Franchisee. Such right to terminate shall be in addition to all other rights and remedies as may be available to Midas at law, in equity or by contract; provided, however, that, notwithstanding anything contained herein to the contrary, the parties hereto agree that Franchisee's breach of this Amendment shall not, in and of itself, constitute a breach under, nor grounds for termination of, the Franchise Agreement (unless and only to the extent that the action or inaction giving rise to the breach under this Amendment would also give rise to a breach under the Franchise Agreement in the absence of this Amendment). Upon any such termination of this Amendment, Franchisee shall no longer be entitled to participate in the Program.

In addition to the foregoing, Midas shall have the right, in its sole discretion, to immediately terminate this Amendment upon delivery of written notice thereof to Franchisee in the event that, at any time during the Amendment Term, less than ninety percent (90%) of the then existing Midas shops located in the United States are participating in the Program (as evidenced by the then-effective Fleet Program Participation Amendments), but only to the extent that such termination is in connection with a corresponding termination of the entire Program by Midas.

In the event of the expiration or any termination of this Amendment, Franchisee shall immediately cease using any and all materials regarding the Program, and shall cease advertising, promoting, holding itself out as a participant of, or otherwise attempting to participate in, the Program. Further, in such event, Franchisee agrees to return to Midas, at Franchisee's cost, all Program-related materials then in its possession or otherwise under its control.

Franchisee acknowledges and agrees that nothing contained in this Amendment shall be deemed to constitute a promise, commitment or guarantee on the part of Midas that the Program will remain in effect for the entire Amendment Term. Rather, Franchisee understands and agrees that Midas shall have the right, in its sole discretion, to terminate, discontinue and/or cease maintenance of the Program, for any or no reason, at any time prior to the commencement of, during or after the Amendment Term.

8. **Amendment to Section 3.1(h)**. Section 3.1(h) of the Franchise Agreement is hereby amended by adding "Except as otherwise provided in Section 4.3 below," to the beginning of the third sentence thereof.

9. **Amendment to Section 4.1(a)**. Section 4.1(a) of the Franchise Agreement is hereby amended by deleting the first sentence thereof in its entirety and replacing it with the following:

> "Except as set forth in Sections 4.1(b), 4.1(c), 4.1(d) and 4.3 (as applicable) below, Franchisee agrees to pay to Midas, within ten (10) days after the close of each calendar month during the term of this Agreement, a royalty in an amount equal to ten percent (10%) of Franchisee's Net Revenue for said preceding month."

10. **Addition of New Section 4.3**. The Franchise Agreement is hereby further amended by adding the following as a new Section 4.3 thereto:

> "4.3 **Royalty on Qualifying Fleet Customer Sales.** From time to time during the term of this Agreement, Midas may, in its sole discretion, implement and administer a National Fleet Program for the Midas System (hereinafter referred to as the "**Fleet Program**"). Franchisee may participate in such Fleet Program by executing a written amendment to this Agreement (the "**Fleet Amendment**"). In such event and notwithstanding the foregoing to the contrary, during the Amendment Term (as defined in the Fleet Amendment), Franchisee agrees to pay to Midas, at the same time the royalties provided for in Section 4.1 above are payable, a reduced royalty (the "**Fleet Royalty**") as follows:
>
> (a) for the period commencing on the effective date of the Fleet Amendment and ending on July 31, 2025, seven percent (7%) of Franchisee's Net Revenue for the preceding calendar month from sales to Qualifying Fleet Customers (as hereinafter defined); provided, however, that Franchisee understands and agrees that only an amount equal to 2% of such Net Revenue is required to be expended by Midas for advertising pursuant to Section 3.1(h) above; and
>
> (b) for the remainder of the term of this Agreement, ten percent (10%) of Franchisee's Net Revenue for the preceding calendar month from sales to all Qualifying Fleet Customers, in accordance with Section 4.1(a) above.

For purposes of this Section 4.3, a "**Qualifying Fleet Customer**" shall mean any National Fleet Customer (as defined in the Fleet Amendment) who participates in the Fleet Program or local fleet customer, in either case whose sales are processed by the processor(s)/service provider(s) designated by Midas from time to time for the Fleet Program.

Franchisee agrees that the foregoing reduced Fleet Royalty shall be effectuated pursuant to a two-step process. Franchisee shall first pay the full ten percent (10%) royalty on Franchisee's Net Revenue under the Fleet Program referenced in Section 4.3(a) above. Midas shall then, in a subsequent month, issue a corresponding credit to Franchisee's trade account in an amount equal to three percent (3%) of Franchisee's Net Revenue under the Fleet Program for the applicable month.

Franchisee understands and agrees that the Fleet Royalty shall apply solely with respect to Franchisee's sales of automotive aftermarket products and services to Qualifying Fleet Customers, and then only with respect to those sales which are processed through Midas' then designated processor(s)/service provider(s), during the specific periods described above. Accordingly, unless otherwise provided in Section 4.1 above, the royalty rate of ten percent (10%) of Franchisee's Net Revenue, as specified in Section 4.1 above, shall apply with respect to all other Net Revenue, whether relating to Qualifying Fleet Customers or otherwise. Royalties received by Midas pursuant to this Section 4.3 shall not be deemed trust funds nor shall Midas be required to segregate such funds in any way, but they shall be deemed general funds of Midas for all purposes."

11. **Indemnification**. Franchisee acknowledges and agrees that Midas is not and shall not be responsible, for any reason, for any claims or liabilities that may arise out of Franchisee's participation in the Program, including, without limitation, those related to services provided to Fleet Customers or otherwise arising under any National Fleet Customer Contracts, any Service Provider Agreement(s), or any other contracts or agreements entered into by Franchisee in connection with the Program (collectively, "**Losses**"). Accordingly, Franchisee agrees to indemnify, defend and hold Midas harmless from and against any and all such Losses.

12. **Conflict; Ratification**. In case of any conflict between the provisions of this Amendment and any provision of the Franchise Agreement, this Amendment shall control. Except as expressly modified by this Amendment, the provisions of the Franchise Agreement, including any amendments thereto, shall remain in full force and effect.

13. **Authority**. The person signing this Amendment on behalf of Franchisee represents and warrants that he/she has the authority to bind Franchisee.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and entered into as of the date first above written.

MIDAS:	**FRANCHISEE:**
Midas International, LLC	[*Insert Entity Name*]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A

Requirements, Policies and Procedures

Service Standards

- Perform courtesy check using the most recent Midas courtesy check form
- Offer 45 minute (or less) oil change service (measured from the time the fleet customer ticket is written to the time the oil change service is completed)
- Offer appointments or other services that expedite repairs/maintenance to minimize downtime for the fleet

Tires

- Stock minimum 24 tire inventory unless tires can consistently be delivered within 45 minutes or less of customer request

Maintenance

- Utilize either Epicor (formerly Activant) and/or Identifix, Alldata, Mitchell or Wrenchead software to determine factory scheduled maintenance intervals

Systems and Software

- Utilize current POS software that supports single step fleet interface (when available from POS vendors)
- Utilize internet access (high-speed if available at the Shop location)
- Utilize POS hardware that supports Windows operating systems
- Utilize either Epicor (formerly Activant) and/or Identifix, Alldata, Mitchell or Wrenchead software

Local Training

- Attend Franchisee orientation session, as may be offered by Midas from time to time
- Send fleet sales representative(s) to Midas' outside sales classroom training sessions, as may be offered by Midas from time to time
- Participate in fleet transaction process training with Shop manager, as may be offered by Midas from time to time
- Provide training to Shop personnel, based upon the training received by Midas
- Ensure that Shop personnel comply with Program Requirements

National Training

- Participate in fleet transaction process training with Shop manager, as may be offered by Midas from time to time
- Provide training to Shop personnel, based upon the training received by Midas
- Ensure that Shop personnel comply with Program Requirements

Warranty Policy for Parts Purchased by National Fleet Customers

Notwithstanding anything to the contrary that may be contained in Article 5 of the Franchise Agreement, Franchisee agrees that the limited warranty applicable to parts purchased by National Fleet Customers shall be as follows:

1. Midas lifetime guaranteed brake pads and shoes, mufflers, shocks and struts shall be sold by Franchisee to National Fleet Customers with the same limited lifetime guarantee terms and according to the same procedures applicable to retail purchasers of Midas lifetime guaranteed brake pads and shoes, mufflers, and shocks and struts, subject to the limitations described in Item 5 below.

2. Tires shall be sold by Franchisee to National Fleet Customers with the applicable tire manufacturer's warranty passed through to the National Fleet Customer by Franchisee.

3. Batteries shall be sold by Franchisee to National Fleet Customers with the applicable battery manufacturer's warranty passed through to the National Fleet Customer by Franchisee.

4. All parts, except for tires, batteries and Midas lifetime guaranteed brake pads and shoes, mufflers, shocks and struts shall be sold by Franchisee to National Fleet Customers with a 12 month/12,000 mile limited warranty covering replacement of the warranted part and the labor involved in installing the part, subject to the limitations described in Item 5 below. Fluid exchange services and diagnostic services are NOT warranted for 12 months/12,000 miles.

5. Franchisee shall not be required to honor the above-referenced 12 month/12,000 mile limited warranty or the Midas lifetime guarantee on brake pads and shoes, mufflers, and shocks and struts if the vehicle for which warranty coverage is requested is: (i) driven under conditions that do not constitute normal use, (ii) used primarily off-road or (iii) abused or neglected.

Franchisee agrees to abide by and honor the foregoing warranty terms at all times during the Amendment Term with respect to all National Fleet Customers, regardless of the fact that a National Fleet Customer's warranty may have been issued prior to the Effective Date.

Franchisee agrees that, except with respect to Midas lifetime guaranteed brake pads and shoes, mufflers, and shocks and struts, all warranties provided by Franchisee to National Fleet Customers during the Amendment Term shall be self-funded by Franchisee, and, as such, Franchisee shall not be entitled to any credit or reimbursement from Midas for such warranty service, regardless of the date that the warranty was initially issued to the National Fleet Customer. With respect to Midas lifetime guaranteed brake pads and shoes, mufflers, and shocks and struts sold to National Fleet Customers, Franchisee shall be entitled to receive warranty credit from Midas in accordance with Midas' then standard warranty reimbursement policies and procedures applicable to Midas lifetime guaranteed brake pads and shoes, mufflers, and shocks and struts.

Exhibit B

Standard Menu of Services and Prices for National Fleet Customers

Given the nature of the national fleet business and the business need to establish a consistent, competitive price for automotive aftermarket products and services for National Fleet Customers, it is necessary for each franchisee desiring to participate in the Program to agree to a specified menu of services, prices, discounts and pricing methods. Accordingly, Franchisee agrees to offer the services, prices and discounts as described herein, to all National Fleet Customers.

Menu Services

Menu services are services commonly performed by Franchisee for which National Fleet Customers require standard pricing. Franchisee agrees to provide the menu services listed in Table B.1 attached hereto to all National Fleet Customers (collectively, the "**Menu Services**").

Non-Menu Services

Non-menu services are any other services performed by Franchisee not otherwise listed as Menu Services (collectively, the "**Non-Menu Services**").

List Price for National Fleet Customers

"List Price" is the standard price Franchisee agrees to charge National Fleet Customers, subject to the applicable Discount (as defined below), for Menu Services and Non-Menu Services. List Price is the starting point for all National Fleet Customer pricing scenarios and will function as a "Not to Exceed" threshold.

List Price for Menu Services

List Price for Menu Services is described in Table B.1 attached hereto.

List Price for Non-Menu Services

List Price for Non-Menu Services shall be determined using zoned hourly labor rates, labor times, PQL (as defined below) parts and tire pricing, as follows:

- Zoned Hourly Labor Rates – Franchisee agrees to charge the hourly labor rate applicable to the zone in which the Midas Shop is located. The four (4) zones are described in Table B.2 attached hereto. The zones are comprised of entire States, except for certain metro and major metro cities, which are also listed in Table B.2 attached hereto.

- Labor Times – Franchisee agrees to use the labor times listed in the Identifix, Epicor (formerly Activant), Mitchell, Alldata or Wrenchead catalog to determine the appropriate repair time for Non-Menu Services.

- Non-Menu Service Labor Charge – In order to establish the labor charge for a Non-Menu Service, Franchisee shall multiply the labor rate applicable to the zone in which the Midas Shop is located by the repair time listed in the Identifix, Epicor (formerly Activant), Mitchell, Alldata or Wrenchead catalog. Franchisee will charge the National Fleet Customer the resulting labor charge for the Non-Menu Service.

- Aftermarket Parts – Aftermarket parts not otherwise included in the provision of Menu Services and not sourced from OEMs (through auto dealerships) will be priced on a Price Quoted Locally ("**PQL**") basis. Per PQL, Franchisee may sell such part or tire at the current market rate for

National Fleet Customers, as determined by Franchisee. Franchisee agrees to sell PQL parts and tires at a price that is competitive within its market.

- OEM Dealer Parts – Aftermarket parts not otherwise included in the provision of Menu Services that are sourced from OEMs (through auto dealerships) will be priced per PQL with a mark-up not to exceed 20% above dealer list price. Franchisee agrees to this mark-up cap for OEM dealer parts.

Discount Off List Price

Franchisee agrees that a discount not to exceed twelve percent (12%) (the "**Discount**") may be applied to the List Price for Menu Services and Non-Menu Services offered to National Fleet Customers. The exact Discount applicable to each National Fleet Customer will be based upon the specific requirements of each National Fleet Customer. In no event shall the Discount exceed twelve percent (12%). The Discount may be offered as a rebate to the National Fleet Customer or deducted from the applicable List Price at the time of sale.

Taxes and Environmental Fees

Calculation and payment of sales tax and environmental and other fees levied by municipal, county, State, Federal, etc. governments are the responsibility of Franchisee. Franchisee shall calculate said taxes and fees following the laws provided by the applicable government agencies.

SEE ATTACHED TABLE B.1 - MENU SERVICES AND LIST PRICE -
Available upon request of Franchisee

SEE ATTACHED TABLE B.2 – ZONES -
Available upon request of Franchisee

EXHIBIT D-7

CONSENT TO TRANSFER AGREEMENT

This **CONSENT TO TRANSFER AGREEMENT** ("**Agreement**") is made and entered into as of the Effective Date (defined below), by and among Midas International, LLC, a Delaware limited liability company ("**Franchisor**"); _____ ("**Transferor**"); _____, an individual and _____, an individual (collectively "**Transferor Guarantor**"); _____ ("**Transferee**"); and _____, an individual ("**Transferee Guarantor**"). Transferor, Transferor Guarantor, Transferee, and Transferee Guarantor shall collectively be referred herein as the "**Transferring Parties**".

WHEREAS, Transferor and the Franchisor are parties to a certain Franchise Agreement dated _____ ("**Franchise Agreement**") (together with all related documents and any amendments, addendums, letters, riders, and personal guaranty through the Effective Date, the "**Franchise Documents**") pursuant to which Transferor purchased the rights to operate a Midas® franchised business pursuant to Franchisor's systems within Transferor's retail location at _____ ("**Shop**");

WHEREAS, Transferor Guarantor personally guaranteed Transferor's obligations under the Franchise Documents;

WHEREAS, Transferor Guarantor desires to sell and Transferee desires to purchase the Shop (the "**Transfer**") and have entered into a purchase agreement dated the ___ day of _____, 20__ providing for the Transfer (the "**Sale**");

WHEREAS, Transferee will enter into a New Franchise Agreement (defined below) with Franchisor upon the Transfer;

WHEREAS, Transferee Guarantor will personally guaranty Transferee's obligations under the New Franchise Agreement;

WHEREAS, pursuant to Section 7.4 of the Franchise Agreement the Transfer requires Franchisor's consent, which may be conditioned, among other things, on Transferor and Transferor Guarantor signing a general release agreement of the Franchised Documents attached hereto as Exhibit A and Transferee entering into the New Franchise Agreement attached hereto as Exhibit B; and

WHEREAS, Franchisor is willing to provide its consent to the Transfer and Sale, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Termination of Franchise Documents**. As of _____: (a) the Franchise Documents will hereby terminate in all respects and will be of no further force or effect, subject to any rights or obligations that survive such termination and (b) Transferor and Transferor Guarantor shall sign the termination and release agreement attached as Exhibit A ("**Termination and Release Agreement**").

2. **Franchisor's Consent**. Franchisor, upon its execution hereof, consents to the Transfer and Sale, subject to the terms and conditions stated herein.

3. **Execution of New Franchise Agreement**. Unless previously executed, as of the Effective Date, Franchisor, Transferee, and Transferee Guarantor shall enter into the New Franchise Agreement documenting the grant to Transferee to operate the Midas franchised business within the Shop, copies of which are attached as Exhibit B (the "**New Franchise Agreement**"). If Franchisor and Transferee previously entered into a franchise agreement without designating the Approved Location (as defined in the New Franchise Agreement), Franchisor and Transferee shall execute as of the Effective Date all additional agreements to recognize the Transfer, including without limitation, Schedule B to the franchise agreement previously signed and the Real Estate Documents (as defined in the New Franchise Agreement). Further, in this instance, the previously signed franchise agreement by the Transferee shall become the New Franchise Agreement.

4. **LSA Assumption**. Transferee hereby assumes, and covenants to perform, the liabilities, obligations and undertakings of Transferor (or its principal) under any Local Sales Accelerator (LSA) agreement entered into by Transferor (or its principal) for the Shop including, without limitation, all past due (if any) and future contribution and payment obligations thereunder prior and subsequent to the Effective Date. Transferor and Transferor Guarantor (and not Franchisor) shall be responsible for making any proration calculations.

5. **Assumption of Shop Obligations**. Transferee hereby agrees that it shall honor, and assume the obligations and liabilities that specifically relate to: (i) all "in Shop" non-Midas warranties issued or redeemable at the Shop; (ii) all pre-paid services agreements, plans and programs (for oil changes, maintenance services, tire service programs, etc., lifetime or otherwise) which were sold, or are redeemable or presented for redemption, at the Shop; and (iii) all coupons, certificates and similar offers which are redeemable, or presented for redemption, at the Shop (all the foregoing, collectively, "**Shop Obligations**"). Franchisor shall have no liability, responsibility or obligations whatsoever (monetary or otherwise) with respect to Shop Obligations. Transferee agrees to indemnify and hold Franchisor harmless from all costs, damages, claims and awards relating to Shop Obligations. Nothing herein, however, shall relieve Franchisor from its obligations under Section 5.3 of the Franchise Agreement.

6. **Subordination**. Transferee and Transferee Guarantor hereby request that Franchisor extend credit to Transferee. To induce Franchisor to extend Transferee credit, Transferee and Transferee Guarantor hereby agree that any past, current or future indebtedness owed by Transferee to Transferee Guarantor ("**Indebtedness**") shall at all times be subordinate to any royalty, trade, rent, promissory note or other account owed by Transferee to Franchisor ("**Money Owed Midas**"). Transferee and Transferee Guarantor hereby agree that as long there is any Money Owed Midas, Transferee shall not pay, and Transferee Guarantor shall not accept payment of, any Indebtedness, directly or indirectly via payments, loans, advances, gifts or any other form or manner of cash or other consideration, other than Transferee Guarantor's agreed compensation, without Franchisor's prior written consent.

7. **Transfer Fee**. Pursuant to Section 7.4(h) of the Franchise Agreement, a transfer fee equal to the greater of: (i) $5,000 or (ii) fifteen percent (15%) of the standard initial franchise fee Midas charges new franchisees (i.e., franchisees who own no other Midas Shops) at the time of the closing of the proposed transaction must be paid to Franchisor ("**Transfer Fee**"). The Transferring Parties hereby agree and acknowledge that they are jointly and severally liable to Franchisor for the payment of the Transfer Fee and the Transfer will not be approved by the Franchisor until the Transfer Fee is paid in full.

8. **Prorated Initial Franchise Fee**. If Transferee requests a longer Term for the New Franchise Agreement versus just taking on the remaining portion of the Term on the Transferor's Franchise Agreement, Franchisor will grant to Transferee a full twenty (20) year Term, but Transferee must pay to Franchisor upon signing this Agreement a prorated portion of the 9.6 Renewal Fee (as defined in the Franchise Agreement) corresponding to the remaining portion of the Term on the Transferor's Franchise Agreement (e.g. if the 9.6 Renewal Fee is $5,000 and 10 years remain on Term of Transferor's Franchise Agreement, then Transferee shall pay a prorated initial franchisee fee to Franchisor of $2,500 representing adding 10 years for a full 20 year term). If applicable, this prorated initial franchise fee is in addition to the payment of the Transfer Fee. If Franchisor and Transferee previously entered into a franchise agreement for a full twenty (20) year term without identifying the Approved Location prior to entering into this Agreement (which is becoming the New Franchise Agreement) and Transferee paid to Franchisor an initial franchise fee for a full twenty (20) year term, Franchisor will apply a credit towards Transferee's Transfer Fee to be paid to Franchisor or if greater than the Transfer Fee amount or any other amounts owed to Franchisor at the time of the Transfer, Franchisor will provide Transferee an applicable credit on their accounts receivable with Franchisor for the remaining portion of the Term on the Transferor's Franchise Agreement, as calculated by Franchisor in their sole discretion.

9. **Good Standing and Payment of Amounts Owed**. Prior to or concurrently with the execution of this Agreement, Transferor and Transferor Guarantor must be in good standing with Franchisor and pay all amounts due and owing to Franchisor, including, without limitation, all remaining accounts receivable due and owing for any Midas Shops connected with Transferor or Transferor Guarantor. The Transfer will not be approved by the Franchisor until Transferor and Transferor Guarantor have paid all amounts due and owing to Franchisor.

10. **Release of the Franchisor Parties by Transferee Parties and Covenant Not to Sue**. Transferee and the Transferee Guarantor, on behalf of themselves and their respective past, present and future officers, directors, members, managers, affiliates, shareholders, equity partners, employees, representatives and agents, and all of their respective successors, heirs, executors, administrators, personal representatives and assigns (collectively, the "**Transferee Parties**"), hereby irrevocably and unconditionally release and forever discharge and covenant not to sue Franchisor, its present and former officers, directors, equity holders, employees, attorneys, agents, predecessors, successors, assigns and all other persons connected with or to Franchisor, in their corporate and individual capacities (collectively, the "**Franchisor Parties**"), from any and all claims, demands, causes of action, suits, losses, liabilities, costs, expenses (including attorney's fees) and damages of any kind or nature, in law or in equity (collectively, the "**Claims**") which any of the Transferee Parties ever had, may have had, or may now have arising from any matter of any kind, against any of the Franchisor Parties, whether known or unknown, including, without limitation, any matter arising under federal, state and local laws, rules and ordinances, or otherwise relating to or arising directly or indirectly in connection with the relationship between any of the Transferee Parties and any of the Franchisor Parties, at any time prior to or on the Effective Date. Transferee and the Transferee Guarantor, for themselves and the Transferee Parties, further covenant not to sue any of the Franchisor Parties on any Claims released by this Agreement or any matter arising from or involving any obligation related to the Shop.

The following provision applies for any Transferee Parties in California:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released Claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Transferee Party may have against the Franchisor Parties and each Transferee Party expressly waives any and all rights under Section 1542 of the California Civil Code, which

provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The following provision applies for any Transferee Parties in Montana:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released Claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Transferee Party may have against the Franchisor Parties and each Transferee Party expressly waives any and all rights under Section 28-1-1602 of the Montana Code Annotated, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any Transferee Parties in North Dakota:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released Claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Transferee Party may have against the Franchisor Parties and each Transferee Party expressly waives any and all rights under Section 9-13-02 of the North Dakota Century Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any Transferee Parties in South Dakota:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released Claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Transferee Party may have against the Franchisor Parties and each Transferee Party expressly waives any and all rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

11. <u>Indemnification of the Franchisor Parties</u>. Transferor and Transferor Guarantor agree jointly to indemnify any and all of the Franchisor Parties for, and to defend and hold any and all of the Franchisor Parties harmless from and against, any loss, cost, damage, liability, or expense (including,

without limitation, attorneys' fees, arbitrators' fees, expert witness fees, costs of investigation and proof of facts, and other costs of litigation or arbitration, whether or not litigation or arbitration is commenced) arising out of or relating directly or indirectly to the operation of the Shop prior to the Effective Date.

12. Role of the Franchisor. Transferor, Transferor Guarantor, Transferee and Transferee Guarantor acknowledge and agree that they have negotiated the Sale between themselves without substantial or material involvement by the Franchisor, that the Franchisor has not effected or arranged the Sale, and that the Franchisor's only involvement in the Sale has been for the purpose of exercising its right of consent to the Transfer in accordance with the Franchise Documents.

13. Representations and Warranties of the Transferee and Transferee Guarantor. Transferee and the Transferee Guarantor each hereby represent and warrant to the Franchisor that: (a) they have full power and authority to sign this Agreement and bind all of the Transferee Parties to its provisions and (b) none of the Transferee Parties has assigned any claim released hereunder to any individual or entity who is not bound by this Agreement.

14. Undertaking. Transferee Guarantors hereby join in and agree to be personally bound by all the terms and provisions of this Agreement and the Franchise Agreement, to the same extent and in the same manner as Franchisee is bound. The foregoing shall not be deemed to abrogate or impair any guaranty or subordination agreement which Transferee or Transferee Guarantor has executed or may contemporaneously herewith or hereafter execute.

15. Binding Effect. This Agreement is binding upon and inures to the benefit of the Franchisor and the Transferring Parties and their respective successors, permitted assigns and legal representatives.

16. Miscellaneous.

(a) In the event of a dispute between Franchisor, Transferor and Transferor Guarantor the dispute resolution provisions stated in the Franchise Agreement are hereby incorporated by reference in and made part of this Agreement. In the event of a dispute between Franchisor, Transferee, and Transferee Guarantor the dispute resolution provisions stated in the New Franchise Agreement are hereby incorporated by reference in and made part of this Agreement.

(b) This Agreement and the other documents referenced herein constitute the entire understanding and agreement among the parties with respect to the transaction this Agreement contemplates. This Agreement shall become effective upon the date that Franchisor signs this Agreement ("**Effective Date**").

(c) The captions and headings are only for convenience of reference, are not a part of this Agreement, and will not limit or construe the provisions to which they apply. All references in this Agreement to the singular usage will be construed to include the plural and the masculine usages will be construed to include the feminine.

(d) This Agreement may be executed in two or more counterparts, each of which is an original and all of which together constitute one and the same instrument. A facsimile or electronic copy will be deemed an original.

(e) Each of the Franchisor Parties will be deemed to be a third party beneficiary of this Agreement with an independent right to enforce it.

[*CONSENT TO TRANSFER AGREEMENT SIGNATURE PAGE*]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

FRANCHISOR:

Midas International, LLC

By: _____
Name: _____
Title: _____

Date: _____
(the "**Effective Date**")

TRANSFEROR:

[*Insert Entity Name*]

By: _____
Name: _____
Title: _____

TRANSFEREE:

[*Insert Entity Name*]

By: _____
Name: _____
Title: _____

TRANSFEROR GUARANTOR:

_____
Name: _____

TRANSFEREE GUARANTOR:

_____
Name: _____

EXHIBIT A

TERMINATION AND RELEASE AGREEMENT

TERMINATION AND RELEASE AGREEMENT

This **TERMINATION AND RELEASE AGREEMENT** ("**Agreement**") is made and entered into on the Effective Date (defined below) by and between Midas International, LLC, a Delaware limited liability company ("**Franchisor**") and _____ ("**Franchisee**"), and _____, an individual ("**Guarantor**"). Franchisor, Franchisee, and Guarantor shall also be referred herein individually as a "**Party**" or collectively as the "**Parties**" to this Agreement.

WHEREAS, Franchisor, Franchisee, and Guarantor entered into a Franchise Agreement dated _____ ("**Franchise Agreement**") (together with all related documents and any amendments, conversion addendum, letters, riders, and personal guaranty through the Effective Date, the "**Franchise Documents**") pursuant to which Franchisee purchased the rights to operate a Midas® franchised business pursuant to Franchisor's systems within Franchisee's retail Shop at _____ ("**Shop**");

WHEREAS, Guarantor personally and individually guaranteed the obligations of Franchisee within the Franchise Agreement;

WHEREAS, Franchisor is the sole and exclusive owner of the Midas trademark and all related marks (the "**Marks**");

WHEREAS, Franchisor hereby specifically retains all rights contained in that certain Consent To Transfer Agreement entered into between the Parties as of the Effective Date ("**Transfer Agreement**");

WHEREAS, Franchisor hereby specifically retains all obligations or rights contained in the Franchise Documents that survive a termination of the Franchise Documents; and

WHEREAS, Franchisee has sold the Shop to a new Midas franchisee and the Parties desire to terminate and cancel the Franchise Documents on the terms set forth below.

NOW THEREFORE, it is hereby agreed as follows:

1. Termination of Rights. As of _____, the Franchise Documents are mutually terminated and of no further force or effect, subject to any rights or obligations that survive such termination. Except for the general release of all claims being provided by Franchisee and Guarantor to Franchisor, in the event Franchisee and Guarantor operate other Midas franchised Shops, this Agreement shall only apply to the Shop.

2. Termination of Intellectual Property Rights. Franchisee's license to the Marks and any other intellectual property related to the Marks is hereby unconditionally terminated as of the Effective Date and Franchisee shall have no further right hereafter to possess or use the Marks in any capacity whatsoever, nor shall Franchisee sell any form of services, products, goods, or any other items resembling the Marks. If Franchisee has signed multiple franchise agreements for other Shops, such that Franchisee will continue its relationship under other franchise agreements with the Franchisor, this paragraph shall only apply to the Franchise Agreement mentioned herein, if applicable.

3. Franchisee's Obligations upon Termination. Franchisee shall (if Franchisee maintains additional franchise Shops, then the below shall only apply to the Shop):

(a) Promptly surrender to Franchisor, its designee, transferee, or, if directed by Franchisor, destroy and immediately discontinue the use of, any materials or designations indicating or intending to indicate in any way that Franchisee is or was a franchisee of Franchisor or had any rights to the Marks;

(b) Immediately and permanently discontinue use of any information received under the Franchise Agreement, including without limitation any manuals provided to Franchisee and never hereafter use or allow the use of any trade secret or confidential information that was provided to Franchisee during the Franchise Agreement;

(c) Promptly deliver to Franchisor, its designee or transferee, any and all manuals, bulletins, marketing materials, instruction sheets, forms, or other written or digital materials and never hereafter disclose the contents of any manuals, plans, records or other documents or digital materials within Franchisee's possession or control relating to the Franchise Agreement or the Marks to any third party; and

(d) Immediately pay any and all amounts due or payable to Franchisor.

4. Release.

(a) Franchisee, on behalf of itself and each of its past, present and future officers, directors, members, managers, employees, parent, affiliates, agents, successors and assigns (collectively "**Franchisee Releasors**") hereby irrevocably and unconditionally releases and forever discharges and covenants not to sue Franchisor, its present and former officers, directors, equity holders, employees, parent, subsidiaries, affiliates, agents, attorneys, predecessors, successors, assigns and all other persons connected with or to Franchisor, in their corporate and individual capacities (collectively "**Franchisor Releasees**") from any and all claims that Franchisee Releasors ever had, may have had or may now have arising from any matter of any kind, whether known or unknown, including, without limitation, any matters arising from the Franchise Documents, matters arising out of or in connection with the circumstances surrounding the transfer of the franchise for the Shop, the operation of the Shop, any matters arising under federal, state and local laws, rules and ordinances, or the franchisor-franchisee relationship, but not including any matter arising under this Agreement or the Transfer Agreement. Franchisee hereby states that it has read the foregoing and understands that it is a general release and that it intends to be legally bound thereby.

(b) Guarantor, on behalf of himself or herself and his or her heirs, executors, administrators, representatives, agents, affiliates, assigns and all other persons claiming by, through, for or under Guarantor or on behalf of Guarantor (collectively "**Guarantor Releasors**") hereby irrevocably and unconditionally releases and forever discharges and covenants not to sue Franchisor Releasees from any and all claims that Guarantor Releasors ever had, may have had or may now have arising from any matter of any kind, whether known or unknown, including, without limitation, any matters arising from the Franchise Documents, matters arising out of or in connection with the circumstances surrounding the transfer of the franchise for the Shop, the operation of the Shop, any matters arising under federal, state and local laws, rules and ordinances, or the franchisor-franchisee relationship, but not including any matter arising under

this Agreement or the Transfer Agreement. Guarantor hereby states that it has read the foregoing and understands that it is a general release and that it intends to be legally bound thereby.

(c) Franchisor, on behalf of itself and its agents, affiliates, equity holders, members, predecessors, successors, assigns and all other persons claiming by, through, for or under Franchisor or on behalf of Franchisor hereby irrevocably and unconditionally releases and forever discharges and covenants not to sue Franchisee or Guarantor or any of the Franchisee Releasors or Guarantor Releasors from any claim pertaining to the Franchise Documents, except this limited release provided by Franchisor shall not release Franchisee and Guarantor as stated in the following sentences. Without limiting the generality of the foregoing, Franchisee and Guarantor are not released from, and shall remain liable for: (i) any matter arising under this Agreement or the Transfer Agreement; (ii) any claims that Franchisor currently has or may have in the future against Franchisee or Guarantor for matters that do not specifically pertain to the Franchise Documents for the Shop (including, without limitation, any debts or liabilities that Guarantor owes to Franchisor for another franchise Shop or under a lease/sublease); (iii) the obligations set forth in the Franchise Documents that specifically survive termination and relate to compliance with federal, state or local environmental laws and regulations as they pertain to the operation of the Shop by Franchisee, Guarantor and (if applicable) predecessors; (iv) the obligations set forth in Section 6.9 or Section 6.12 of the Franchise Agreement as they pertain to the operation of the Shop prior to the date of transfer of the Shop; (v) Franchisee's and Guarantor's indemnification obligations under the Franchise Agreement and any other agreements executed in connection therewith relating to any third party claims, lawsuits, arbitration or other actions or proceedings, whether for damages, attorney fees, or otherwise, against Franchisor arising out of Franchisee's and Guarantor's ownership or operation of the Shop prior to the date of transfer of the Shop (including, without limitation, any consumer claims or complaints relating to work performed at the Shop by Franchisee or any of its employees); and (vi) all obligations arising or accruing, or relating to acts or omissions occurring prior to (and including) the date of transfer of the Shop. For avoidance of doubt, this limited release provided by Franchisor within this Section 4(c) is limited solely to the Franchise Documents for the Shop.

The following provision applies for any parties in California:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the other and each party expressly waives any and all rights under Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The following provision applies for any parties in Montana:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the other and each party expressly waives any and all rights under Section 28-1-1602 of the Montana Code Annotated, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any parties in North Dakota:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the other and each party expressly waives any and all rights under Section 9-13-02 of the North Dakota Century Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any parties in South Dakota:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the other and each party expressly waives any and all rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

5. **Disclosure**. Franchisee and Guarantor acknowledge that Franchisor may be required by law to disclose Franchisee's and Guarantor's names, addresses and telephone numbers within its franchise disclosure documents, and Franchisee and Guarantor agree to such required disclosures.

6. **Authority to Execute**. Each Party represents and warrants that such party has the necessary power and authority to execute this Agreement, and that all necessary action for the execution of this Agreement has been taken.

7. **Indemnity Regarding Assignment of Claims**. Each Party represents and warrants that it has not heretofore assigned or transferred, or purported to assign or transfer to any person, entity or corporation whatsoever, any of the Claims released hereunder. Each Party agrees to indemnify and hold harmless each other against any Claims based on, arising out of, or related to any such transfer or assignment or purported transfer or assignment.

8. **Successors and Assigns**. The provisions of this Agreement will inure to the benefit of and be binding upon the heirs, successors and assigns in interest of the Parties. The releases herein of any Claims against any party hereto will, at the option of such party, bind and inure to the benefit of the principals, agents, representatives, successors and assigns of such party, and will, at the option of such

party, inure to the benefit of all other persons, firms, corporations, agents, or principals against whom the Claims released herein might be asserted.

9. **Captions**. The captions of the paragraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and will not be used for the interpretation of any provision of this Agreement.

10. **Definitions**. Capitalized terms used and not defined herein shall have the meanings assigned thereto in the Franchise Agreement.

11. **Severability**. If any provision of this Agreement is for any reason held to violate any applicable law, governmental rule or regulation, or if said agreement is held to be unenforceable or unconscionable, then the invalidity of such specific provisions will not be held to invalidate the remaining provisions of this Agreement.

12. **Further Assurances**. Each Party hereby agrees that it will take any and all necessary steps, sign and execute any and all necessary documents, agreements or instrument which are required to implement the terms of this Agreement and each Party will refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other Party to this Agreement.

13. **Interpretation**. Each Party hereby agrees that it has been represented by their own counsel throughout any negotiations about and at the signing of this Agreement, the Transfer Agreement and any other documents signed incidental thereto. Therefore, the Parties agree that none of the provisions of this Agreement will be construed against any party more strictly than against the other party.

14. **Dispute Resolution**. The dispute resolution provisions in the Franchise Agreement are hereby incorporated by reference in and made part of this Agreement. .

15. **Entire Agreement**. This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements between the Parties, either written or oral. This Agreement may be amended only by written instrument designated as an amendment to this Agreement and executed by the Parties. This Agreement shall become effective upon the date that Franchisor signs this Agreement (the "**Effective Date**").

16. **Counterparts**. This Agreement may be executed in any number of counterparts and by each of the Parties on separate counterparts, each of which when so executed and delivered will be deemed an original and all of which taken together constitute but one and the same instrument. A facsimile or electronic copy will be deemed an original.

[*Signatures are on the next page.*]

[*TERMINATION AND RELEASE AGREEMENT SIGNATURE PAGE*]

IN WITNESS WHEREOF, the Parties have duly executed, acknowledged and delivered this Agreement as of the Effective Date.

FRANCHISOR:

Midas International, LLC

By: _____
Name: _____
Title: _____

Date: _____
(the "**Effective Date**")

FRANCHISEE:

[*Insert entity Name*]

By: _____
Name: _____
Title: _____

GUARANTOR:

_____
Name: _____

EXHIBIT B

NEW FRANCHISE AGREEMENT

EXHIBIT D-8

MIDAS STANDARD RELEASE FORM

_____ ("**Company**"), the Franchisee under the Franchise Agreement ("**Franchise Agreement**") for a Midas Shop identified below ("**Shop**"), and _____, heretofore an owner or officer of Company or beneficially interested in the business of Company, for and in consideration of one dollar ($1.00) in hand paid and the consent of Midas International, LLC or Midas Canada Inc. ("**Midas**") to the transfer of an ownership interest in Company (or the sale of one or more Shops) to _____, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, have, jointly and severally, remised, released, and forever discharged, and by these presents do for itself/himself/herself and its/his/her successors, assigns, directors, officers, owners, subsidiaries, affiliates, executors, administrators, legatees and heirs, hereby remise, release, and forever discharge Midas and its parent corporation, subsidiaries, affiliates, successors and assigns, and their respective directors, officers, agents, servants, and employees (individually and collectively, "**Midas Group**"), from all debts, accounts, claims, demands, covenants, judgments, agreements, promises, damages, suits and causes of action of any nature whatsoever, whether at law or in equity, which they, or their respective successors, assigns, affiliates, subsidiaries, executors, administrators, legatees and heirs, may now or in the future have against Midas Group including, but not limited to, matters arising out of or in connection with the circumstances surrounding the purchase (directly or by assumption of agreement) of the franchise for the Shop or the execution (or assumption) by Company of the Franchise Agreement, the operation of the Shop, the Franchise Agreement and the franchisor-franchisee relationship; provided, however, that this release shall not apply to credits due Company for reimbursement under product warranties issued by Midas and honored by Company prior to the date of this release. Each undersigned further states that it has read the foregoing, understands that it is a general release and intends to be legally bound thereby.

The following provision applies for any parties in California:

It is intended that this release shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the Midas Group and each party expressly waives any and all rights under Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The following provision applies for any parties in Montana:

It is intended that this release shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the Midas Group and each party expressly waives any and all rights under Section 28-1-1602 of the Montana Code Annotated, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any parties in North Dakota:

It is intended that this release shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the Midas Group and each party expressly waives any and all rights under Section 9-13-02 of the North Dakota Century Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any parties in South Dakota:

It is intended that this release shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each party may have against the Midas Group and each party expressly waives any and all rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The following provision applies for any parties in Washington:

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act, RCW 19.100, or any rule or order thereunder, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel.

This release covers each and every Franchise Agreement under which Company is now, or at any time in the past was, Franchisee and each and every Midas Shop covered by such agreement(s) including, without limitation, the following:

Shop:

Company: _____ Date: _____, 20___

By: _____

_____

EXHIBIT D-9

ASSUMPTION OF SHOP OBLIGATIONS

In consideration of Midas International, LLC ("**Midas**") issuing a new Franchise Agreement ("**Franchise Agreement**") to _____ ("**New Franchisee**") for the operation of the Midas Shop at _____ ("**Shop**"), which Shop was previously open and operated by another franchisee who is no longer part of the Midas System, New Franchisee hereby agrees that it shall honor, and assume the following obligations and liabilities relating to the Shop: (i) all "in Shop" non-Midas warranties issued or redeemable at the Shop; (ii) all pre-paid services agreements, plans and programs (for oil changes, maintenance services, tire service programs, etc., lifetime or otherwise) which were sold, or are redeemable or presented for redemption, at the Shop; and (iii) all coupons, certificates and similar offers which are redeemable, or presented for redemption, at the Shop (all the foregoing, collectively, "**Shop Obligations**"). Midas shall have no liability, responsibility or obligations whatsoever (monetary or otherwise) with respect to Shop Obligations. New Franchisee agrees to indemnify and hold Midas harmless from all costs, damages, claims and awards relating to Shop Obligations. Nothing herein, however, shall relieve Midas from its obligations under Section 5.3 of the Franchise Agreement.

NEW FRANCHISEE:

[*Insert Entity Name*]

By: _____
, President/Managing-Member

Date: _____, 20___

EXHIBIT D-10

RENEWAL AGREEMENT

Midas International, LLC ("**Midas**"), and the undersigned original franchisee ("**Original Franchisee**"), renewing franchisee ("**Renewing Franchisee**"), original guarantor ("**Original Guarantor**"), and renewing guarantor ("**Renewing Guarantor**") desire to supplement and amend certain terms and conditions of their relationship by this Renewal Agreement ("**Renewal Agreement**").

Original Franchisee and Midas are party to that franchise agreement ("**Original Franchise Agreement**") for the operation of a Midas Shop ("**Shop**") located at _____. Original Guarantor is the personal guarantor of Original Franchisee under the Original Franchise Agreement. The parties desire to extend the franchise relationship pursuant to the terms of that renewal franchise agreement dated _____, 20___ ("**Renewal Franchise Agreement**"), under which Renewing Franchisee will serve as the franchisee and Renewing Guarantor, individually, will serve as the personal guarantor for the Renewing Franchisee. The parties hereby agree as follows:

1. General Release. Original Franchisee, Original Guarantor, and each of Original Franchisee's owners, officers and directors ("**Releasers**"), jointly and severally, hereby release, remise and forever discharge Midas and its parents, subsidiary entities and affiliated entities, and its/their respective successors, assigns, directors, officers, agents, servants and employees (individually and collectively, "**Midas Group**"), from all claims, demands, covenants, judgments, agreements, promises, damages, debts, accounts, suits and causes of action of any nature whatsoever, whether at law or in equity, which Original Franchisee and/or Releasers or any of its/their respective successors, assigns, parent, affiliates, subsidiaries, executors, administrators, legatees and heirs have, or may have, against Midas Group including, but not limited to, matters in any way relating to the Shop, the Original Franchise Agreement, the circumstances surrounding the purchase (directly or by assumption of agreement) of the Shop or the execution (or assumption) of the Original Franchise Agreement, or the franchisor-franchisee relationship. Original Franchisee and Original Guarantor each state that each of the Releasers has read the foregoing and understands that it is a general release and intends to be legally bound thereby.

The following provision applies for any Releasers in California:

It is intended that this Renewal Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Releaser may have against the Midas Group and each Releaser expressly waives any and all rights under Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The following provision applies for any Releasers in Montana:

It is intended that this Renewal Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Releaser may have against the Midas Group and each Releaser expressly waives any and all rights under Section 28-1-1602 of the Montana Code Annotated, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT

KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any Releasers in North Dakota:

It is intended that this Renewal Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Releaser may have against the Midas Group and each Releaser expressly waives any and all rights under Section 9-13-02 of the North Dakota Century Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any Releasers in South Dakota:

It is intended that this Renewal Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that each Releaser may have against the Midas Group and each Releaser expressly waives any and all rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

2. **Assumption of Shop Obligations**. Renewing Franchisee hereby agrees that it shall honor, and hereby assumes the obligations and liabilities for the Shop that directly relate to: (i) "in Shop" non-Midas warranties issued or redeemable at the Shop; (ii) pre-paid services agreements, plans and programs (for oil changes, maintenance services, tire service programs, etc., lifetime or otherwise) which were sold, or are redeemable or presented for redemption, at the Shop; and (iii) coupons, certificates and similar offers which are redeemable, or presented for redemption, at the Shop (all the foregoing, collectively, "**Shop Obligations**"). Midas shall have no liability, responsibility or obligations whatsoever (monetary or otherwise) with respect to Shop Obligations. Renewing Franchisee agrees to indemnify and hold Midas harmless from all costs, damages, claims and awards relating to Shop Obligations. Nothing herein, however, shall relieve Midas from its obligations under Section 5.3 of the Renewal Franchise Agreement.

3. **Subordination Agreement**. Renewing Guarantor requests that Midas extend credit to Renewing Franchisee. To induce Midas to extend Renewing Franchisee credit, Renewing Franchisee and Renewing Guarantor agree that any past, current or future indebtedness owed by Renewing Franchisee to Renewing Guarantor ("**Indebtedness**") shall at all times be subordinate to any royalty, trade account, rent, taxes, promissory note or other monetary obligation owed by Renewing Franchisee to Midas ("**Money Owed Midas**"). Renewing Franchisee and Renewing Guarantor agree that as long there is any Money Owed Midas, Renewing Franchisee shall not pay, and Renewing Guarantor shall not accept payment of, any Indebtedness, directly or indirectly via payments, loans, advances, gifts or any other form or manner of cash or other consideration, other than Renewing Guarantor's agreed compensation, without Midas' consent.

4. **Renewal Fee**. A Renewal Fee of $_____ shall be paid to Midas as follows: **[insert payment terms of Renewing Franchisee's choice: (i) in two equal installments (the first 50% paid on _____ and the second 50% paid on the one year anniversary thereof) or (ii) in twelve equal monthly payments through Original Franchisee's trade account via ACH commencing _____ and thereafter on the ____ day of each month, or, if the Renewing Franchisee is renewing multiple franchises in a 12-month period: in ____ annual installments beginning on _____ and each anniversary thereof]** ("**Renewal Fee**"). The Renewing Franchisee and Renewing Guarantor hereby agree and acknowledge that they are jointly and severally liable to Midas for the payment of the Renewal Fee and the Renewal Franchise Agreement may be terminated for failure to pay the Renewal Fee. The Renewal Fee is fully earned by Midas upon payment to Midas and is not refundable under any circumstances. Section 1.4 of the Renewal Franchise Agreement is hereby deleted in its entirety, except that the definition for the defined term "**Site**" will remain effective and have the meaning set forth therein.

5. **Services to be Rendered by Midas**. The Renewing Franchisee acknowledges that it has previously received the initial services from Midas set forth in Sections 3.1(a) through (e) of the Renewal Franchise Agreement to the extent applicable, and it is not entitled to additional initial services from Midas as a result of this exercise of renewal rights. Sections 3.1(a) through (e) of the Renewal Franchise Agreement are hereby amended accordingly.

6. **Grand Opening Campaign**. Section 6.19 of the Renewal Franchise Agreement is hereby deleted in its entirety.

7. **Extension of a Franchise Relationship**. Article 9 of the Renewal Franchise Agreement is hereby deleted in its entirety. At the end of the term hereof, Renewing Franchisee shall have no option to obtain a successor franchise or renewal, and the Renewal Franchise Agreement shall expire. Notwithstanding the foregoing, the definition of "9.6 Renewal Fee" as provided in Section 9.6 shall remain effective and have the meaning set forth therein.

8. **General Provisions**. (a) Renewing Guarantor(s) represents and warrants, each to its best knowledge, that they are all the owners (shareholders, members, partners, beneficiaries, etc.) and chief executive officer of Renewing Franchisee and the individual(s) named in Section 6.4 of the Renewal Franchise Agreement as having primary managerial responsibility for the Shop and acknowledge and agree that they are directly or indirectly beneficially interested in the business to be conducted by Renewing Franchisee and are benefited by Midas entering into the Renewal Franchise Agreement.

(b) Renewing Franchisee and Renewing Guarantor understand and agree that, as material conditions of Midas entering the Renewal Franchise Agreement: (i) Midas requires Renewing Franchisee and Renewing Guarantor to remain liable for, assume and reaffirm, all of Original Franchisee's obligations and to agree to this Renewal Agreement; (ii) Renewing Franchisee and Renewing Guarantor agree that this Renewal Agreement shall be binding upon Renewing Franchisee's successors and assigns and shall inure to the benefit of, and be enforceable by, Midas and its affiliates; (iii) Midas and its affiliates shall have the right to enforce this Renewal Agreement by all legal and equitable remedies including, but not limited to, specific performance; and (iv) each of the provisions of this Renewal Agreements shall be severable and shall constitute a separate agreement and that a defense to the enforceability of one agreement shall not invalidate Renewing Franchisee's and Renewing Guarantor's other agreements or obligations herein or otherwise to Midas or its affiliates.

(c) This document may be executed in counterparts. If all the parties do not sign this document, the parties that do sign shall nonetheless be bound hereby.

This document is executed and effective as of the date of the Renewal Franchise Agreement.

ORIGINAL FRANCHISEE:

[*Insert Entity Name*]

By: _____
Name: _____
Title: _____

RENEWING FRANCHISEE:

[*Insert Entity Name*]

By: _____
Name: _____
Title: _____

ORIGINAL GUARANTOR:

_____
Name: _____

RENEWING GUARANTOR:

_____
Name: _____

MIDAS:

Midas International, LLC

By: _____
Name: _____
Title: _____

EXHIBIT D-11

MARKETING FUNDS AGREEMENT

In connection with the opening of a Midas Shop at _____ ("**Shop**"), pursuant to a Franchise Agreement ("**Franchise Agreement**") between Midas International, LLC ("**Midas**") and _____ ("**Franchisee**"), it is agreed as follows:

1. Franchisee hereby agrees to pay to Midas $20,000 ("Franchisee Commitment Funds"), upon signing the Franchise Agreement. However, if Franchisee has not identified the site for its Shop at the time that the Franchise Agreement is signed, Franchisee will be required to pay the Franchise Commitment Funds to Midas in full upon receiving approval from Midas for the site location. Franchisee Commitment Funds shall be in addition to the initial franchise fee, royalties, transfer fee, and other amounts payable by Franchisee pursuant to the Franchise Agreement.

2. Franchisee Commitment Funds shall be spent by Midas and its marketing services vendor on consumer targeted advertising, merchandising, public relations programs and other marketing activities intended to directly benefit the grand opening or grand re-opening of the Midas Shop ("Grand Opening Activities") during the first 12 months of the Shop being open for business.

3. Midas will allocate funds in an amount equal to $10,000.00 ("**Midas Contributed Funds**") to the Grand Opening Activities (which is in addition to the Franchise Commitment Funds). The Grand Opening Activities must be preapproved by Midas or its marketing services vendor.

4. Franchisee may contribute more than the amount of the Franchisee Commitment Funds to the Grand Opening Activities, but Midas shall only be responsible for the Midas Contributed Funds amount. Midas will only contribute the Midas Contributed Funds toward Grand Opening Activities during the first 12 months of the Shop being open for business, as determined by Midas.

5. Franchisee Commitment Funds are non-refundable. In no event shall Midas Contributed Funds be payable to Franchisee in cash.

6. The rights and obligations under this agreement shall be binding on, and inure to the benefit of, the successors and assigns of the parties. With limiting the generality of the foregoing, if Franchisee assigns the Franchise Agreement or sells the Shop to a third party who continues to operate the Shop as a Midas Shop, this agreement will be automatically assigned/transferred to, and assumed by, the assignee/transferee.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

MIDAS:

Midas International, LLC

By: _____
Name: _____
Title: _____

Date: _____
(the "**Effective Date**")

FRANCHISEE:

[*Insert Entity Name*]

By: _____
Name: _____
Title: _____

Shop #: _____

Account no.: _____

EXHIBIT D-12

NEW FRANCHISEE INCENTIVE RIDER
TO THE
FRANCHISE AGREEMENT

This **NEW FRANCHISEE INCENTIVE RIDER TO THE FRANCHISE AGREEMENT** ("**Rider**") is made and entered into this ____ day of _____, 20___ ("**Effective Date**") by and between Midas International, LLC, a Delaware limited liability company ("**Franchisor**") and _____, a(n) _____ ("**Franchisee**"). Franchisor and Franchisee shall also be referred to herein individually as a "**Party**" or collectively as the "**Parties**" to this Rider.

1. **Background**. Franchisor and Franchisee are Parties to that certain Franchise Agreement for the Midas Shop located at _____ ("**Shop**") that has been signed at the same time as the signing of this Rider (the "**Franchise Agreement**" all capitalized terms used but not defined herein shall have the meanings set forth in the Franchise Agreement). This Rider is part of the Franchise Agreement.

2. **Conversion of Existing Business - Initial Franchise Fee**. If the Shop is an existing automotive repair business that Franchisee will be converting into a Midas franchised business, Franchisor agrees that the initial franchise fee described in Section 1.4 of the Franchise Agreement shall be in the reduced amount of $17,500. Franchisee is required to hold the rights to the Franchise Agreement, and if applicable the qualifying majority interest owner in the Franchisee entity will continue to hold that majority interest, for at least two continuous years following the Effective Date. If Franchisee does not do so, Franchisee must pay Franchisor for the difference between the standard initial franchise fee amount ($35,000) and the reduced amount that Franchisee has paid, which amount becomes due immediately at the time Franchisee no longer satisfies the ownership requirement.

3. **Royalty Fees**. The monthly royalties described in Section 4.1 of the Franchise Agreement shall be reduced by 60% after the Shop opens and through the first full 12 months thereafter. Commencing the 13th full month following the opening of the Shop through the 24th full month thereafter, the monthly royalty shall be reduced by 40%. Commencing on the 25th full month following the opening of the Shop and thereafter, the full royalty will be charged. This royalty rate reduction does not apply to royalties paid based on sales of tires and batteries.

4. **Termination**. In the event of the termination of the Franchise Agreement prior to the expiration of its term for any reason, the incentives contained in this Rider shall be null and void and Franchisee shall reimburse Franchisor for the full value of any incentive contained in this Rider within 30 days after such termination.

Except as amended by this Rider, all of the terms of the Franchise Agreement, including any riders, addenda and amendments thereto, shall not be affected. The incentives contained in this Rider are personal to Franchisee and are non-transferrable.

IN WITNESS WHEREOF, the Parties have executed and delivered this Rider as of the Effective Date.

FRANCHISOR:	**FRANCHISEE:**
Midas International, LLC	[*Insert Entity Name*]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT D-13

EXISTING FRANCHISEE INCENTIVE RIDER
TO THE
FRANCHISE AGREEMENT

This **EXISTING FRANCHISEE INCENTIVE RIDER TO THE FRANCHISE AGREEMENT** ("**Rider**") is made and entered into this ____ day of _____, 20___ ("**Effective Date**") by and between Midas International, LLC, a Delaware limited liability company ("**Franchisor**") and _____, a(n) _____ ("**Franchisee**"). Franchisor and Franchisee shall also be referred to herein individually as a "**Party**" or collectively as the "**Parties**" to this Rider.

1. **Background**. Franchisor and Franchisee are parties to that certain Franchise Agreement for a Midas Shop or an automotive repair business that is being acquired and converted into a Midas franchised business located at _____ ("**Shop**") that has been signed at the same time as the signing of this Rider ("**Franchise Agreement**"). All capitalized terms used but not defined herein shall have the meanings set forth in the Franchise Agreement. This Rider is part of the Franchise Agreement. The Shop is being opened as a new location in addition to the Franchisee's current location(s), and as an incentive to Franchisee in opening and operating an additional Midas franchise location, Franchisor is providing the incentives stated herein.

2. **Initial Franchise Fee**. Franchisor agrees that the initial franchise fee described in Section 1.4 of the Franchise Agreement shall be in the reduced amount of [**$10,000/$5,000**]. Franchisee is required to hold the rights to the Franchise Agreement, and if applicable the qualifying majority interest owner in the Franchisee entity will continue to hold that majority interest, for at least two continuous years following the Effective Date, and to open the Shop on or before June 30, 2025. If Franchisee does not do so, Franchisee must pay Franchisor for the difference between the standard initial franchise fee amount ($35,000) and the reduced amount that Franchisee has paid, which amount becomes due immediately at the time Franchisee no longer satisfies the ownership requirement or fails to meet the opening deadline.

3. **Royalty Fees**. The monthly royalties described in Section 4.1 of the Franchise Agreement shall be reduced by 80% after the Shop opens and through the first full 12 months thereafter. Commencing the 13th full month following the opening of the Shop through the 24th full month thereafter, the monthly royalty shall be reduced by 60%, and commencing the 25th full month following the opening of the Shop through the 36th full month thereafter, the monthly royalty shall be reduced by 40%. Commencing on the 37th full month following the opening of the Shop and thereafter, the full royalty will be charged. This royalty rate reduction does not apply to royalties paid based on sales of tires and batteries.

4. **Initial Tire Order Incentive.** If Franchisee places an initial order for at least 160 tires with TBC Corporation within 60 days of opening or taking ownership of the Shop, Franchisee may pay for the tires over 12 months in 12 equal payments commencing the month after delivery, subject to credit approval. If Franchisee places an initial tire order with TBC Corporation for 320 or more tires within 60 days of opening the Shop, in addition to the 12 equal monthly payment terms, TBC Corporation will provide Franchisee a $5,000 credit toward an approved tire changer purchased from TBC Corporation. This paragraph 4 will not apply if the Midas Shop is an existing Midas outlet transferred to Franchisee from another Midas franchisee.

5. **Initial Equipment Order Incentive**. If Franchisee places an initial order of up to $100,000 in Shop equipment with TBC Corporation within 60 days of opening or taking ownership of the Shop,

Franchisee may pay for the equipment over 12 months in 12 equal payments commencing the month after delivery, subject to credit approval.

6. **Conversion Construction**. Franchisee must perform the construction changes provided in Exhibit A to this Rider to the Shop, if applicable, within 30 days after the Effective Date to Franchisor's satisfaction and brand standards.

7. **Termination**. In the event of the termination of the Franchise Agreement prior to the expiration of its term for any reason, the incentives contained in this Rider shall be null and void and Franchisee shall reimburse Franchisor for the full value of any incentive contained in this Rider within thirty days after such termination.

Except as amended by this Rider, all of the terms of the Franchise Agreement, including any riders, addenda and amendments thereto, shall not be affected. The incentives contained in this Rider are personal to Franchisee and are non-transferrable.

IN WITNESS WHEREOF, the Parties have executed and delivered this Rider as of the Effective Date.

FRANCHISOR:	**FRANCHISEE:**
Midas International, LLC	[*Insert Entity Name*]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A

CONVERSION CONSTRUCTION

EXHIBIT D-14

RESERVED
FOR FUTURE USE

EXHIBIT D-15

VETERAN & FIRST RESPONDER INCENTIVE RIDER
TO THE
FRANCHISE AGREEMENT

This **VETERAN & FIRST RESPONDER INCENTIVE RIDER TO THE FRANCHISE AGREEMENT** ("**Rider**") is made and entered into this ____ day of _____, 20___ ("**Effective Date**") by and between Midas International, LLC, a Delaware limited liability company ("**Franchisor**") and _____, a(n) _____ ("**Franchisee**"). Franchisor and Franchisee shall also be referred to herein individually as a "**Party**" or collectively as the "**Parties**" to this Rider.

1. Background. Franchisor and Franchisee are parties to that certain Midas Franchise Agreement for the Midas Shop located at _____ ("**Shop**") that has been signed at the same time as the signing of this Rider (the "**Franchise Agreement**"; all capitalized terms used but not defined herein shall have the meanings set forth in the Franchise Agreement). Franchisor is offering to reduce the initial franchise fee for franchisees satisfying Franchisor's "Veteran & First Responder Program," by having received an honorable discharge from one of the U.S. Armed Forces (i.e., Army, Navy, Air Force, Coast Guard or Marine Corps) or currently serving in one of the U.S. Armed Forces and eligible to receive an honorable discharge, or being an entity in which such veteran owns a majority interest. This incentive is also available to first responders who were employed for a minimum of five years as a law enforcement officer, medical doctor, nurse, emergency medical technician or fire fighter, and who apply for a Midas franchise after ending their service as a first responder, or an entity in which such first responder owns a majority interest. Franchisor may establish other qualification requirements that will be provided in writing to Franchisee. Franchisee hereby represents and warrants to Franchisor, that Franchisee (or, if Franchisee is a business entity, Franchisee's majority owner) satisfies the veteran or first responder requirements, which Franchisee authorizes and will assist Franchisor to verify, and desires to participate in Franchisor's Veteran & First Responder Program. The Parties have agreed to amend the Franchise Agreement in accordance with the terms and conditions of this Rider. This Rider is part of the Franchise Agreement. The incentives under this Rider apply only to the first Midas franchise established by the veteran or first responder, or its entity.

2. Initial Franchise Fee. Based upon Franchisee's representation and warranty that Franchisee meets the requirements of Franchisor's Veteran & First Responder Program, Franchisor hereby waives the initial franchise fee.. Notwithstanding the foregoing, in the event Franchisee has signed the Franchise Agreement without identifying a site for the Shop, Franchisee must deposit with Franchisor the Minimum Site Payment as defined in the Franchise Agreement on the terms set forth therein. Franchisee is required to hold the rights to the Franchise Agreement, and if applicable the qualifying majority interest owner in the Franchisee entity will continue to hold that majority interest, for at least two continuous years following the Effective Date. If Franchisee does not do so, Franchisee must pay Franchisor the standard initial franchise fee amount ($35,000), which becomes due immediately at the time Franchisee no longer satisfies the ownership requirement.

3. Interpretation. If there is any conflict between the provisions of this Rider and any of the provisions of the Franchise Agreement, the provisions of this Rider will prevail.

4. Effect. This Rider shall be deemed a part of and is hereby incorporated into the Franchise Agreement and all terms and conditions not expressly modified by this Rider shall remain in full force and effect as written. Except as amended by this Rider, all of the terms of the Franchise Agreement, including

any riders, addenda and amendments thereto, shall not be affected. The incentives contained in this Rider are personal to Franchisee and are non-transferrable.

IN WITNESS WHEREOF, the Parties have executed and delivered this Rider as of the Effective Date.

FRANCHISOR:	**FRANCHISEE:**
Midas International, LLC	[*Insert Entity Name*]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT D-16

TRANSFER INCENTIVE RIDER
TO THE
FRANCHISE AGREEMENT

This **TRANSFER INCENTIVE RIDER TO THE FRANCHISE AGREEMENT** ("**Rider**") is made and entered into this ____ day of _____, 20___ ("**Effective Date**") by and between Midas International, LLC, a Delaware limited liability company ("**Franchisor**") and _____, a(n) _____ ("**Franchisee**"). Franchisor and Franchisee shall also be referred to herein individually as a "**Party**" or collectively as the "**Parties**" to this Rider.

1. **Background**. Franchisee is acquiring rights to the existing Midas franchised automotive repair business located at _____ ("**Shop**"), which has reported annual Net Revenue under $625,000 calculated on a rolling 12 month basis prior to Franchisee's acquisition (the "**Last Year of Pre-Transfer Operations**"). Franchisor is providing the incentives stated herein for this acquisition. Franchisor and Franchisee are entering into a Franchise Agreement for the Shop at the same time as this Rider ("**Franchise Agreement**"; all capitalized terms used but not defined herein shall have the meanings set forth in the Franchise Agreement). This Rider is part of the Franchise Agreement.

2. **Transfer Fee.** Franchisor agrees that the transfer fee to be paid (by Franchisee or its transferor) for the initial transfer of the franchise rights to Franchisee shall be $5,000, notwithstanding any other terms to the contrary in the transferor's franchise agreement. This shall not modify the transfer fee under Section 7.4 of the Franchise Agreement for any future Transfers.

3. **Royalty Fees**. Franchisor agrees that the royalties payable by Franchisee pursuant to Section 4.1 of the Franchise Agreement shall be capped (on a monthly basis) during the first 24 calendar months of operation of the Shop at the amount that would have been payable if the Shop had realized Net Revenue equal to the amount received by the Shop prior to its acquisition by Franchisee in the corresponding month during the Last Year of Pre-Transfer Operations. Commencing in the 25th full calendar month of operations of the Shop by Franchisee and thereafter, the full royalty will be charged based on Franchisee's actual Net Revenue as described in the Franchise Agreement.

4. **Initial Tire Order Incentive.** If Franchisee places an initial order for at least 160 tires with TBC Corporation within 60 days of taking ownership of the Shop, Franchisee may pay for the tires over 12 months in 12 equal payments commencing the month after delivery, subject to credit approval.

Except as amended by this Rider, all of the terms of the Franchise Agreement, including any riders, addenda and amendments thereto, shall not be affected.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and delivered this Rider as of the Effective Date.

FRANCHISOR:	**FRANCHISEE:**
Midas International, LLC	[*Insert Entity Name*]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT D-17

AREA DEVELOPMENT AGREEMENT

AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into on the Effective Date (defined below) by and between **MIDAS INTERNATIONAL, LLC**, having a principal business address at 4300 TBC Way, Palm Beach Gardens, FL 33410 ("**Franchisor**"), and _____, having a principal business address at _____ ("**Area Developer**").

RECITALS

Franchisor has designed and developed a method of developing and operating a retail automotive business that features the "Midas" brand which utilizes a business format for a total car care automotive shop known as a "Midas Shop(s)". A Midas Shop sells and installs automotive products and services for consumers. Franchisor has developed, and uses, promotes and licenses (and may in the future develop, use, promote and license additional), certain trademarks, service marks and other commercial symbols for use in operating a Midas Shop, including the "Midas" name ("**Mark**"). Franchisor and Area Developer are signing this Agreement because Area Developer desires the right to develop and operate two (2) Midas Shops within a certain geographic area over a certain period of time, and Franchisor is willing to grant Area Developer such rights according to this Agreement's terms.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, Franchisor and Area Developer hereby agree as follows:

1. Grant of Multi-Unit Development Rights. Subject to Area Developer's compliance with this Agreement, Franchisor hereby grants Area Developer (and/or any of Area Developer's approved Controlled Affiliates) the right to develop two (2) new Midas Shops according to the mandatory development schedule ("**Development Schedule**") identified in Section 2 below and within the geographic area described on Exhibit A attached ("**Designated Territory**"). In this Agreement, the term "**Controlled Affiliate**" means any corporation, limited liability company or other business entity of which Area Developer or one or more of its majority owners owns at least fifty-one percent (51%) of the total authorized ownership interests, as long as Area Developer or such owner(s) have the right to control the entity's management and policies.

2. Development Schedule. Area Developer agrees to sign Franchisor's then-current franchise agreement ("**Franchise Agreement**") and pay the then-current fees under that Franchise Agreement (except as modified herein) for each of the two (2) Midas Shops within the Designated Territory (which are in addition to any Midas Shop Area Developer already has located in the Designated Territory) according to the following Development Schedule:

Midas Shop(s) to Be Developed	Opening Date	Cumulative Number of New Midas Shops (in Previous Column)

The opening date for any Midas Shop shall be extended by six (6) months if that Midas Shop will be a newly constructed Shop. One of the two (2) Midas Shops hereunder may be acquired in a transfer from an existing Midas franchisee in compliance with the terms of the applicable franchise agreement, but the remaining Midas Shop may not be an existing Midas Shop acquired in a transfer.

3. **No Territorial Rights**. Area Developer hereby acknowledges and agrees that Area Developer is granted no exclusive rights to the Designated Territory under this Agreement. Franchisor may offer and grant franchises or other development rights for, or operate, other Midas Shops, or engage in any other business activities, within the Designated Territory without restriction.

4. **Development Fee**. Simultaneously with signing this Agreement, Area Developer must pay Franchisor a "Development Fee" of Forty Thousand and 00/100 Dollars ($40,000.00), representing the total initial franchise fees that will be payable under the Franchise Agreements for all of the Midas Shops that Area Developer agrees to develop under the Development Schedule, after applying the area development incentives set forth in Exhibit B hereto (the "**Area Development Incentives**"). The Development Fee is fully earned by Franchisor when this Agreement is signed and is non-refundable, subject to Section 5 below concerning its credit toward initial fees payable under future franchise agreements between Area Developer and Franchisor. The Development Fee is consideration for this Agreement only and shall not be deemed or construed as consideration for any Franchise Agreement or other agreement with between Area Developer and Franchisor, except as expressly set forth in Section 5 below. In the event a Midas Shop hereunder is a transfer, Area Developer will still pay the Development Fee calculated as described above based on the applicable initial franchise fee for that Shop (pursuant to the Area Development Incentives), but Midas will grant Area Developer a credit against Area Developer's trade account with Midas for an amount equal to the difference between the portion of the Development Fee paid for the initial franchise fee for that Shop, less (i) the amount of the transfer fee that would have been applicable to that transfer, and (ii) any additional amount that would have been required to extend the term of the transferred Shop Franchise Agreement term to 20 years, if applicable.

5. **Development Obligations**. To maintain Area Developer's rights under this Agreement, Area Developer and/or approved Controlled Affiliates must sign Franchisor's then-current Franchise Agreement and pay then-current fees under that Franchise Agreement for the agreed-upon number of Midas Shops within the Designated Territory by the date(s) set forth on the Development Schedule in Section 2 above. Area Developer or a Controlled Affiliate will operate each Midas Shop under a separate Franchise Agreement (and related documents) with Franchisor and Franchisor's affiliates. Franchisor will apply that portion of the total Development Fee paid by Area Developer under this Agreement for the relevant Midas Shop to satisfy the initial franchise fee owed under the applicable Franchise Agreement that Area Developer or its Controlled Affiliates sign pursuant to this Agreement. The Franchise Agreement (and related documents) that Area Developer or its Controlled Affiliate will sign for each Midas Shop will be Franchisor's and Franchisor's affiliates then current form of Franchise Agreement (and related documents), including, without limitation, personal guarantees and real estate control documents (collectively, the "**Franchise Documents**"), any or all of the terms of which may differ substantially from the terms contained in any existing agreements between the parties, except that the initial franchise fee will be determined by applying those Area Development Incentives described on Exhibit B and the applicable portion of the Development Fee will be applied to satisfy the initial franchise fee due. The Area Development Incentives only apply to those Midas Shops opened pursuant to the Development Schedule within the Designated Territory if Area Developer is in compliance with this Agreement. In addition to Area Developer's obligation to comply with the Development Schedule, certain of the Area Development Incentives shall only apply if the second Midas Shop opened hereunder is opened with Franchisor's approval within 12 months of the opening date for the first Midas Shop opened hereunder, subject to the six-month extension for a newly constructed Midas Shop as described in Section 2 above. Upon termination or expiration of this Agreement, the Area Development Incentives shall no longer apply and may not be used by Area Developer at any time in the future under any future Franchise Agreements signed by Area Developer, but they will continue to apply to those Franchise Agreements signed pursuant to this Agreement prior to termination to the extent those Franchise Agreements remain in effect. To retain Area Developer's rights under this Agreement, each Midas Shop opened pursuant to this Agreement must operate continuously throughout this Agreement's term.

6. **Sublicensing Rights**. This Agreement does not grant Area Developer any right to license others to operate a Midas Shop. Only Area Developer (and its approved Controlled Affiliates) may open and operate a Midas Shop pursuant to this Agreement and only under Franchise Documents with Franchisor.

7. **Grant of Franchises**. Area Developer agrees to give Franchisor all information and materials it requests to assess each proposed Midas Shop site and Area Developer's (or its Controlled Affiliate's) financial and operational ability to develop and operate each proposed Midas Shop and obtain Franchisor's approval thereof. Any site Area Developer proposes must meet Franchisor's then current criteria for population density and other demographic characteristics, traffic patterns, parking, character of neighborhood, competition, accessibility, parking, size, and other physical and commercial characteristics. Franchisor has the absolute right to disapprove any site that does not meet these criteria. Franchisor shall review and approve or disapprove each site that Area Developer (or its Controlled Affiliate) proposes in accordance with the terms of the applicable Franchise Agreement. After Area Developer (or its Controlled Affiliate) signs the Franchise Documents, their terms and conditions will control the development and operation of the Midas Shop.

This Agreement is not a franchise agreement and does not grant Area Developer the right to engage in the business of offering, selling or distributing goods and services under the Mark or to use the Mark in any manner. These rights are granted only by Franchise Documents signed by Area Developer (or its approved Controlled Affiliates) and Franchisor. Subject to Section 9 below, any and all Franchise Documents are independent of this Agreement.

8. **Term**. This Agreement's term begins on the Effective Date and ends on the earlier of the date when (a) the final Midas Shop under the Development Schedule has been opened, (b) the deadline set forth in the Development Schedule for Area Developer to execute the Franchise Agreement for the last of its Midas Shops to be developed hereunder occurs, or (c) this Agreement otherwise is terminated.

9. **Termination**. Franchisor may terminate this Agreement and Area Developer's right to develop additional Midas Shops within the Designated Territory at any time, effective upon delivery of written notice of termination, if: (a) Area Developer fails to satisfy either its development obligations under the Development Schedule or any other obligation under this Agreement, which defaults Area Developer has no right to cure; or (b) any currently effective franchise agreement between Franchisor and Area Developer (or any Controlled Affiliate) for a Midas Shop is terminated by Franchisor or Area Developer (or the Controlled Affiliate) for any reason. Upon termination of this Agreement pursuant to the foregoing sentence, all remaining development rights granted to Area Developer under this Agreement shall automatically be revoked and shall be null and void. Area Developer shall not be entitled to any refund of any portion of the Development Fee under any circumstances. Area Developer shall have no right to establish or operate any Midas Shop for which a Franchise Agreement has not been executed by both Area Developer and Franchisor. If this Agreement is terminated due solely to a failure by Area Developer to meet the Development Schedule, Franchisor and Area Developer agree that such termination shall not constitute a default or result in a termination of any Franchise Agreements executed between Area Developer and Franchisor in effect as of the date of termination of this Agreement. In that case, those Franchise Agreements shall continue in full force and effect notwithstanding the termination of this Agreement. Franchisor and Area Developer agree that any statements to the contrary in the Franchise Agreements executed by them, including any cross-default and cross-termination provisions, will be inapplicable in the situation of a termination of this Agreement based solely on Area Developer's failure to meet the Development Schedule. If this Agreement is terminated by Franchisor for any reason other than a failure by Area Developer to meet the Development Schedule, all Franchise Agreements executed in furtherance of this Agreement and all other agreements between Franchisor and Area

Developer or any of Area Developer's affiliates may, at Franchisor's sole option, be terminated. The Designated Territory shall terminate immediately and automatically upon termination of this Agreement or upon full satisfaction of the Development Schedule.

10. **Assignment**. Area Developer (and its owners) acknowledges that Franchisor is granting Area Developer the rights under this Agreement because of Franchisor's perception of Area Developer's (and its owners') individual and collective character, skill, business acumen, financial capability and ability to operate Midas Shop according to Franchisor's standards. These rights are personal to Area Developer and its owners. Therefore, Area Developer and its owners may not assign this Agreement or any of Area Developer's ownership interests without Franchisor's prior written approval, which Franchisor may grant or withhold for any or no reason. A condition of Franchisor's approval of a transfer of this Agreement is that Area Developer must transfer all of its interest under this Agreement, and shall not be permitted to transfer any portion of this Agreement separate and apart from the remainder of this Agreement. Any transfer shall include the rights to all Franchise Agreements entered into between Franchisor and Area Developer hereunder. Area Developer and the transferee shall comply with the requirements under each Franchise Agreement entered into between Franchisor and Area Developer for the transfer of each such Franchise Agreement, including the payment of the applicable transfer fee and training fee for each Franchise Agreement. Franchisor may assign this Agreement or any of Franchisor's ownership interests without restriction.

11. **Area Developer as Independent Contractor**. The parties understand and acknowledge that this Agreement does not establish a fiduciary relationship between Franchisor and Area Developer, that Area Developer (and/or its Controlled Affiliates) is and will be an independent contractor, and that nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner, or employee of the other for any purpose.

No party may make any representation tending to create an apparent partnership, joint venture, fiduciary, parent/subsidiary, principal/agent or employer/ employee relationship between Franchisor and Area Developer. Neither party may act for or on behalf of the other in any manner to create obligations or debts binding on the other party, nor may make any agreement, warranty or representation on behalf of the other party. Neither party is responsible for any obligations, debts or expenses of the other party.

12. **Indemnification**. Area Developer agrees to indemnify Franchisor, its affiliates, successors and assigns, and its partners, shareholders, officers, directors, employees and agents, for any expenses arising out of any claim directly or indirectly related to Area Developer's or any Controlled Affiliate's development or operation of a Midas Shop (as contemplated in this Agreement) or Area Developer's or any Controlled Affiliate's performance or lack of performance under this Agreement. Area Developer also must promptly notify Franchisor of any claim by or against Area Developer directly or indirectly related to Area Developer's or any Controlled Affiliate's development or operation of a Midas Shop (as contemplated in this Agreement) and, on request, must furnish Franchisor with copies of any filings in any proceeding involving the claim. As used in this Section, the word "**expenses**" includes all losses, compensatory, exemplary or punitive damages, fines, charges, costs, lost profits, attorneys' fees, accountants' fees, expert witness fees, expenses, court costs, settlement amounts, judgments, compensation for damages to reputation or goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and costs of recall, refunds, compensation and public notices. The indemnification obligations under this Section 12 will survive the expiration or termination of this Agreement for as long as any potential for liability under any applicable law, rule, ordinance, statute or judicial decision remains. In this regard, to the maximum extent permitted by law, the Parties each waive the effect of any statute of limitation which would, by lapse of time, limit these indemnification obligations.

13. **Partial Invalidity**. If any Section of this Agreement is determined to be wholly invalid, that determination will not be deemed to affect the validity of any other Section. The parties agree that the remaining Sections will be deemed to be in full effect as if they had been executed by the parties after removal of the invalid Section. If any Section is determined to be partially invalid, the remainder of that Section will continue to be enforceable if in accordance with the intent of the parties. If any applicable and binding law or rule of any jurisdiction requires greater prior notice of the termination of or refusal to renew the franchise than is required by this Agreement or the taking of some other action not required by this Agreement, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure required by Franchisor is invalid or unenforceable, the notice and/or action required by the law or rule will be substituted for the notice or action requirements of this Agreement, or the invalid or unenforceable provision, specification, standard or operating procedure will be modified to the extent required to be valid and enforceable. The modifications to this Agreement will be effective only in the jurisdiction requiring them, and this Agreement will be enforced as originally made and entered into in all other jurisdictions.

14. **Waiver and Estoppel; Force Majeure**. Neither Franchisor's failure to exercise any right reserved to Franchisor under this Agreement, nor to insist on compliance by Area Developer with any term of this Agreement, nor any custom or practice of the parties at variance with any term of this Agreement, shall constitute a waiver of Franchisor's right to demand compliance with any term of this Agreement. Franchisor's waiver of any default will not affect or impair Franchisor's rights as to any subsequent default of the same or a different nature; nor will any delay, forbearance or omission by Franchisor to exercise any right as to any default of any term of this Agreement affect, impair or be deemed as Franchisor's waiver of any right as to any subsequent default. Franchisor's rights and remedies under this Agreement are cumulative, and its exercise or enforcement of any right or remedy under this Agreement will not preclude it from exercising or enforcing any other right or remedy to which it is entitled.

The parties will not be considered to be in default of any obligations hereunder, other than the obligation of a party to make payment of amounts due to the other, if the failure of performance is due to a force majeure event, including without limitation drought, flood, earthquake, storm, fire, lightening, epidemic, war, riot, civil disturbance, sabotage, theft, vandalism, strike or labor difficulty, or casualty to equipment (collectively, "**Force Majeure**"). If any party is affected by a Force Majeure event, that party will give written notice within fourteen (14) days to the other stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance will be of no greater scope and no longer duration than is required, and the non-performing party will use its best efforts to remedy its inability to perform. The obligation to pay any amount in a timely manner is absolute and will not be subject to these Force Majeure provisions, except to the extent prohibited by governmental rule or regulation.

15. **Covenants**. During the term of this Agreement, Area Developer and its officers, directors, shareholders, partners, members, owners, managers, representatives, and agents and their immediate family members shall be subject to all restrictive covenants as set forth in the initial Franchise Agreement executed pursuant to this Agreement, which covenants by this reference are incorporated herein. Upon termination of this Agreement, Area Developer and its officers, directors, shareholders, partners, members, owners, managers, representatives, and agents and their respective immediate families, shall be subject to all restrictive covenants as set forth in the final Franchise Agreement executed hereunder.

16. **Jurisdiction and Venue**. This Agreement takes effect upon its acceptance and execution by Franchisor and, except to the extent governed by United States federal law, shall be interpreted and construed under the laws of the State of Delaware, U.S.A. Franchisor and Area Developer agree that any

dispute between the parties arising out of the terms of this Agreement shall be governed by the applicable provisions of the last Franchise Agreement entered into between Franchisor and Area Developer at the time of the dispute, which terms and conditions are by this reference incorporated herein, and shall apply regardless of whether the applicable Franchise Agreement is in full force and effect at the time of the dispute. Nothing herein contained shall bar Franchisor's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

17. Waiver of Punitive Damage/Waiver of Jury Trial. EXCEPT FOR AREA DEVELOPER'S OBLIGATION TO INDEMNIFY FRANCHISOR FOR THIRD PARTY CLAIMS UNDER SECTION 12, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, THE PARTIES WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS. EACH OF THE PARTIES IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.

18. Construction and Modification. The Recitals above and any attachments to this Agreement are incorporated as part of this Agreement by this reference. This Agreement constitutes the parties' entire agreement and supersedes all prior oral or written understandings, representations or agreements between the Parties concerning the subject matter of this Agreement. Nothing in this Agreement is intended to disclaim or require Area Developer to waive reliance on any representations Franchisor has made in the most recent disclosure document (including its exhibits and amendments) delivered to Area Developer or its representative. Any words contained in the headings and subheadings of the provisions above are intended solely for the Parties' ease of understanding. This Agreement may only be modified by written agreement signed between the Parties.

19. Notices. All written notices, reports, and payments permitted or required to be delivered by this Agreement will be deemed to be delivered:

(a) at the time delivered by hand;

(b) one (1) business day after transmission by facsimile or other electronic system if the sender has confirmation of successful transmission;

(c) one (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or

(d) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid.

Any notice to Franchisor must be sent to the address specified on the first page of this Agreement, although Franchisor may change this address for notice by giving Area Developer notice of the new address. Any notice that Franchisor sends to Area Developer may be sent only to the address of the Midas Shop as stated in this Agreement or any other address Area Developer may specify to Franchisor in writing.

20. Acceptances, Approvals, Consents, and Effective Date. Acceptances, approvals and consents required by this Agreement will not be unreasonably withheld or delayed. Whenever this

Agreement requires Franchisor's prior acceptance, approval, or consent, Area Developer will make a timely written request to Franchisor, which will be obtained in writing. Franchisor assumes no liability or obligation to Area Developer by providing any acceptance, approval, consent or suggestion to Area Developer, or by delaying action on or denying any request for an acceptance, approval or consent. This Agreement will become effective and binding upon the parties when Franchisor signs and dates this Agreement as written below ("**Effective Date**").

21. Riders. To the extent that any of the Riders to Area Development Agreement for Specific States attached as Exhibit C are applicable, such rider is incorporated herein and this Agreement is modified accordingly. The provisions in any applicable rider are included as a condition to registration or use in certain jurisdictions, and Franchisor is not precluded from contesting the validity, enforceability, or applicability of such provisions in any action relating to this Agreement or its rescission or termination.

Each of the undersigned agrees to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date written below.

FRANCHISOR:	**AREA DEVELOPER**:
Midas International, LLC	[*Insert Entity Name*]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____ (the "Effective Date")	Date Signed: _____
	Date Received: _____

EXHIBIT A

The Designated Territory is defined as follows:

_____

_____

_____

_____

_____

_____.

If the Designated Territory is identified by city or other political subdivisions, political boundaries will be considered fixed as of the date of this Agreement, notwithstanding any political reorganization or change to the boundaries. The Designated Territory is depicted on the map attached to this Exhibit A. However, if there is an inconsistency between the language in this Exhibit A and the attached map, the language in this Exhibit A shall control. All street boundaries will be deemed to end at the street center line unless otherwise specified.

MAP OF DESIGNATED TERRITORY

EXHIBIT B

AREA DEVELOPMENT INCENTIVES

During the term of this Agreement, the Area Development Incentives listed below shall only apply to a Midas Shop that Area Developer opens pursuant to the Development Schedule within the Designated Territory:

- The standard initial franchise fee of $35,000 shall apply for the first Midas Shop and a discounted initial franchisee fee of $5,000 shall apply for the second Midas Shop. If the second Midas Shop is not opened within the required timeframe described in Section 5 of the Area Development Agreement, Area Developer shall pay Franchisor the difference between the then-standard initial franchise fee and this discounted amount upon expiration of the 12-month period (as it may be extended).
- Area Developer will pay Franchisor $20,000 ("**Franchisee Commitment Funds**") in one lump sum payment upon signing the Area Development Agreement for each Midas Shop with an identified site location ($40,000 in the aggregate). If the site location of any Midas Shop has not been identified by the Effective Date of the Area Development Agreement, Area Developer will pay the Franchise Commitment Funds for such Shop upon receiving approval from Franchisor for the site location of that Shop. Franchisor will allocate funds in the amount of $10,000 (the "**Midas Contribution Amount**") to be spent together with the Franchisee Commitment Funds on each Midas Shop within 12 months after opening of each Shop on opening marketing, pursuant to the terms of Midas' Marketing Funds Agreement, which shall be executed by the parties for each Shop. The Franchise Commitment Funds and Midas Contribution Amount shall be used by Franchisor in accordance with Franchisor's current marketing funds program. This incentive will be subject to the terms and conditions generally established by Franchisor from time to time for these incentives for area developers. This incentive will not apply if the Midas Shop is an existing Midas outlet transferred to Area Developer from another Midas franchisee.
- Franchisor will reduce the royalty rate by 60% during the first year for each Midas Shop after it opens, and by 40% during the second year, with the full royalty rate commencing upon the 25th month after opening and continuing throughout the remainder of each Shop's Franchise Agreement term. This royalty rate reduction does not apply to royalties paid based on sales of tires and batteries.
- If Area Developer places an initial order for at least 160 tires with TBC Corporation within 60 days of opening or taking ownership of each Shop, Area Developer may pay for the tires over 12 months in 12 equal payments commencing in the month following the delivery, subject to credit approval. This incentive will not apply if the Midas Shop is an existing Midas outlet transferred to Area Developer from another Midas franchisee.

EXHIBIT C

RIDERS TO AREA DEVELOPMENT AGREEMENT FOR SPECIFIC STATES

If any one or more of the following Riders to the Area Development Agreement for Specific States ("**Riders**") is checked as an "Applicable Rider" below, then that Rider shall be incorporated into the Development Agreement entered into by Midas International, LLC and the undersigned Area Developer. To the extent any terms of an Applicable Rider conflict with the terms of the Development Agreement, the terms of the Rider shall supersede the terms of the Development Agreement.

APPLICABLE RIDER:

☐ Washington

Fully executed on _____.

FRANCHISOR:	**AREA DEVELOPER:**
MIDAS INTERNATIONAL, LLC	_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

WASHINGTON RIDER TO AREA DEVELOPMENT AGREEMENT, FRANCHISE APPLICANT QUESTIONNAIRE, AND RELATED AGREEMENTS

1. In the event a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

EXHIBIT D-18

CERTIFICATION PROGRAM AGREEMENT

THIS CERTIFICATION PROGRAM AGREEMENT ("Agreement") is entered into this __ day of _____, 20__, by and between MIDAS INTERNATIONAL, LLC, a Delaware limited liability company ("Midas"), _____, a _____ ("Trainer"), and _____, an individual ("Trainee").

RECITALS

A. WHEREAS, Midas owns a national franchise system through which individual franchisees operate automotive and service centers ("Midas Shops" or individually, a "Midas Shop").

B. Trainee desires to become a franchisee, or a principal representative of a franchisee, of Midas, and own and/or operate a Midas Shop.

C. Midas requires Trainee to complete certain training and certification programs to the satisfaction of Midas prior to operating a Midas Shop, including completion of Midas's in-shop certification program where Trainee must demonstrate certain skills to an existing franchisee (the "Certification Program").

D. Trainer is an existing franchisee of Midas who has been approved by Midas to conduct Certification Programs for Midas.

E. Trainee wants to become certified to operate a Midas Shop.

F. Midas has selected Trainer to provide the Certification Program to Trainee.

G. Trainee desires to complete the Certification Program to the satisfaction of Midas.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, it is agreed by and between Midas, Trainer and Trainee as follows:

1. Certification Program. Trainer agrees to provide the Certification Program to Trainee. The Certification Program shall consist of Trainee demonstrating to Trainer that s/he is proficient in certain skills as are set forth on Exhibit A, attached hereto and incorporated herein by reference. Trainer agrees to provide Trainee the opportunity to demonstrate such skills and shall train Trainee to the extent necessary for Trainee to become proficient in such skills.

2. Trainee's Acceptance of Certification Program. Trainee hereby agrees to attend and complete the Certification Program conducted by Trainer to the satisfaction of Midas.

3. Term. The Certification Program training shall be conducted for a one-week period (40 hours) prior to Trainee's classroom training at Midas's headquarters. A second week of Certification Program training may be conducted after Trainee's classroom training, at Midas's option and in Midas's sole discretion. The one to two weeks of Certification Program training shall be referred to herein as the "Term". Midas reserves the right to modify the Term of the Certification Program based upon the performance of the Trainee in such Certification Program.

4. Duties. Trainee shall not provide any work or other services on any customer vehicles of Trainer. The Certification Program is restricted to Trainee demonstrating front office skills, such as marketing, customer relations, etc., and back room skills, such as inventory controls and service flow.

5. Trainee Status. During the Term of the Certification Program, Trainee acknowledges and agrees that s/he will not be an employee of Midas or of the Trainer, nor will Trainee have any authority to bind or obligate Midas or the Trainer in any manner whatsoever. Trainee shall not receive nor be entitled to receive any compensation whatsoever from either Midas or the Trainer for any services rendered or any work performed during any portion of the Term of the Certification Program. Neither Midas nor the Trainer will be required or obligated to provide any worker's compensation insurance or any other insurance coverage to Trainee during the Term of the Certification Program. Trainee agrees that s/he will be required to provide for his/her own insurance coverage, including worker's compensation coverage, health insurance, and general liability insurance coverage throughout the Term of the Certification Program.

6. Release. Trainee for himself/herself, his/her successors, assigns, agents and representatives, hereby unconditionally releases and discharges Midas and its successors, assigns, agents, representatives, employees, officers and directors and Trainer and its successors, assigns, agents, representatives, employees, officers and directors (collectively the "Released Parties") from any and all claims, demands, obligations, actions, liabilities and damages of every kind and nature whatsoever, in law or in equity, whether known or unknown to him/her, which s/he may now have against the Released Parties or which may accrue during or as a result of Trainee attending and being a part of the Certification Program. Trainee hereby knowingly and freely agrees to assume all of the risks involved in his/her participation in the Certification Program.

The following provision applies for any Trainees in California:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that Trainee may have against the Released Parties and Trainee expressly waives any and all rights under Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The following provision applies for any Trainees in Montana:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that Trainee may have against the Released Parties and Trainee expressly waives any and all rights under Section 28-1-1602 of the Montana Code Annotated, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any Trainees in North Dakota:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that Trainee may have against the Released Parties and Trainee expressly waives any and all rights under Section 9-13-02 of the North Dakota Century Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR, MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR.

The following provision applies for any Trainees in South Dakota:

It is intended that this Agreement shall be effective as a bar to each and every action and cause of action related to the released claims, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, that Trainee may have against the Released Parties and Trainee expressly waives any and all rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

7. Indemnification. Trainee agrees to indemnify and hold harmless Midas, its subsidiaries and affiliates and their respective shareholders, directors, officers, employees, agents, successors and assignees and Trainer, its subsidiaries and affiliates and their respective shareholders, directors, officers, employees, agents, successors and assigns (collectively the "Indemnified Parties") against, and to reimburse them for all Claims, defined below, directly or indirectly arising out of the Trainee's participation in the Certification Program. For purposes of this indemnification, "Claims" include all claims, obligations, and liabilities, all actual and consequential damages, and costs reasonably incurred in the defense of any claim against the Indemnified Parties, including, without limitation, reasonable accountants', attorneys' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. Midas and Trainer will have the right to defend any such Claim against it. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement or the Certification Program.

8. Governing Law/Dispute Resolution. This Agreement shall be interpreted, construed, and enforced under the laws of the State of Delaware, without regard to the laws of conflict. Any and all controversies, disputes or claims between Midas, its subsidiaries and affiliated companies or their shareholders, officers, directors, agents, employees and attorneys (in their representative capacity); Trainer, its shareholders, officers, directors, agents, employees, successors, assigns, and representatives; and/or Trainee or its shareholders, officers, directors, agents, employees, successors, assigns, and representatives, arising out of or related to this Agreement or the validity hereof shall be submitted for arbitration on the demand of any involved party. If Midas is a party to any controversy, dispute or claim, such arbitration proceedings shall submitted to the American Arbitration Association ("AAA") and shall be conducted in Palm Beach Gardens, Florida, and will be heard by one arbitrator in accordance with the then current rules of AAA applicable to commercial arbitration. If Midas is not a party to such controversy, dispute or claim, such arbitration proceedings shall be conducted within the area in which Trainer's Midas Shop is located and will be heard by one arbitrator in accordance with the then current commercial arbitration rules of any arbitration group mutually acceptable to Trainee and Trainer, and if Trainee and Trainer cannot agree on an arbitration group within 30 days after demand for arbitration, then AAA shall conduct such arbitration in accordance with its then current commercial arbitration rules. The decision as to whether a claim is subject to mandatory arbitration shall be made by an arbitrator, not a court.

9. Modification/Entire Agreement. This Agreement may not be modified or otherwise amended except in a written instrument executed by both parties hereto. This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior agreements concerning the subject matter hereof. Trainee and Trainer agree and understand that Midas will not be liable or obligated for any oral representations or commitments made prior to the execution hereof.

10. Attorneys' Fees. The prevailing party, as determined by the adjudicating body, in any action arising out of, or related to this Agreement is entitled to recover from the other party, in addition to the amount awarded thereunder, all costs and expenses of the action, including the prevailing party's reasonable attorneys' fees and costs.

11. Invalidity. If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision will be deemed modified to eliminate the invalid element and, as so modified, such provision will be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement will not be affected by such modification.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which, when taken together shall constitute a single instrument and agreement. Additionally, facsimile copies of signatures shall constitute original signatures for purposes hereof.

IN WITNESS WHEREOF, Midas, Trainer and Trainee have executed this Agreement on the date first set forth above.

MIDAS:

Midas International, LLC, a Delaware limited liability company

By:_____
Name:_____
Title:_____

TRAINER:

_____

By:_____
Name:_____
Title:_____

TRAINEE:

_____

Name:_____

EXHIBIT A
(CERTIFICATION PROGRAM SKILLS REPORT)

Midas Brand Standards
Telephone Process
Appointments
Customer Financing
Tire Equipment
Tire Stocking Program
Tire Replenishment
Key Performance Indicators
Financial Measurements
Customer Greeting
Inspection, Estimating and Work Flow
Point of Sale System

EXHIBIT D-19

SECURITY AGREEMENT
INVENTORY AND ACCOUNTS RECEIVABLE
EQUIPMENT AND FIXTURES
INTANGIBLES

1. **Debtor.** [Click **here** and **type** name of Debtor],
a [Click **here** and **type** State organized under and entity type]
Federal Tax I.D. # [Click **here** and **type** TAX ID #]
and (his) (her) (its) (their) successors, assigns, heirs and personal representatives

[Click **here** and **type** store address]
[Click **here** and **type** City, State and Zip]
Telephone #:

Debtor's Business. (Those) (That) certain Midas franchise outlet(s) located at:

[Click **here** and **type** store address]
[Click **here** and **type** City, State and Zip]
☐ Listed in Schedule 1, attached hereto and made a part hereof.

2. **Secured Party.** MIDAS INTERNATIONAL, LLC,
a Delaware limited liability company
and its subsidiaries,
successors and assigns.

4300 TBC Way
Palm Beach Gardens, Florida 33410
Telephone #: (561) 383-3000
Telecopier #: (800) 887-3027

3. **Collateral.**

3.1. Inventory and Accounts Receivable.

a. All inventory (meaning stock-in-trade and merchandise) of Debtor in Debtor's business now owned or hereafter acquired, including but not limited to, all tires, wheels, shocks, brake parts and front end parts, together with their products, if any, and all additions, accessions and replacements thereto;

b. All accounts and contract rights of debtor, now existing or hereafter created.

c. All interest of Debtor now existing or hereafter arising, in goods the sale or lease of which gave rise to any accounts;

d. All chattel paper, including electronic chattel paper and tangible chattel paper, documents and instruments, including promissory notes, now existing or hereafter created, relating to any such accounts;

e. Any other property, rights or interests of Debtor which shall at any time come into the possession, custody or control of Secured Party for any purpose and in any manner; and

f. All proceeds (including insurance proceeds) from any of the above-mentioned property.

3.2. Equipment and Fixtures. All machinery, equipment, furniture, fixtures, fixed assets, tools, dies, blueprints, catalogues, books, records, machine parts, vehicles and leasehold improvements of every kind and nature, now or hereafter acquired by Debtor in Debtor's Business, and all improvements, attachments, additions, accessions and replacements thereto and all proceeds (including insurance proceeds) and products therefrom.

3.3. Intangibles. All general intangibles, including payment intangibles, leasehold interests, business name, telephone numbers and listings, contract rights, letter-of-credit rights, franchise rights and all of the trade, goodwill, going concern value and any other intangible assets of Debtor in Debtor's Business, now or hereafter created.

3.4. Other Assets. All software, including computer programs and supporting information, investment property, deposit accounts and supporting obligations of any kind, now or hereafter obtained or created.

4. **Location of Collateral.** The Collateral shall at all times be kept and maintained at Debtor's Business. Debtor shall notify Secured Party, in accordance with Section 14.6, at least ten (10) days in advance of Debtor's intention to move the Collateral to a different location.

5. **Primary Use of Collateral.** The primary use of the Collateral is for business purposes and not for personal, family or household purposes or farming operations.

6. **Obligations of Debtor.**

6.1. Any and all obligations of Debtor to Secured Party under the ☐ Loan Agreement dated _____ ☐ Purchase Agreement dated _____ ☐ Franchise Agreement(s) between Debtor, as Franchisee, and Midas International, LLC, as Franchisor, agreement number _____, and any successor Franchise Agreement(s) (together, the "Franchise Agreement(s)"), ☐ the Promissory Note dated _____, ☐ the following other agreements _____, any and all other loan documents and all other agreements and instruments executed by Debtor and delivered to Secured Party in consummating all transactions contemplated in or related to said agreement(s) and/or promissory note(s);

6.2. All obligations of Debtor to Secured Party or its affiliates, including, but not limited to, all franchise fees, royalty fees, advertising fees, accounting fees and other related fees, owed to Secured Party by Debtor.

6.3. All amounts due and payable under all invoices and billings evidencing purchases from Secured Party of certain inventory and other personal property including, without

limitation, tires, car care products and related automotive goods, accessories and equipment;

6.4. All promissory notes which Debtor shall make in favor of Secured Party from time to time pursuant to any Franchise Agreements, any credit agreements or any other agreement or arrangement;

6.5. All payments (including proceeds) due Secured Party for all inventory and other personal property including, without limitation, tires, wheels, car care products and related automotive goods, accessories and equipment held by Debtor under any Consignment and Warehouse Agreement between Debtor and Secured Party.

6.6. Future advances made by Secured Party to Debtor, plus any interest thereon;

6.7. All expenditures of any kind or nature made by Secured Party to preserve the Collateral, including, but not limited to, all amounts paid to discharge taxes, liens, security interests and any other encumbrances against the Collateral, and to repair any damage to the Collateral or otherwise preserve or maintain the Collateral and all insurance coverages thereon; and

6.8. All expenditures made or incurred by Secured Party pursuant to the provisions of any loan agreements, other loan documents, Franchise Agreements, consignment and warehouse agreements, joint venture agreements, credit agreements, promissory notes and this Agreement, and all other obligations of Debtor to Secured Party, direct or indirect, absolute or contingent, due or to become due, whether now existing or hereafter arising, including, but not limited to, interest due to Secured Party hereunder or thereunder, and attorneys' fees and costs incurred by Secured Party to enforce any provision herein or therein.

7. **Security Interest.** To secure payment and performance of any and all of the Obligations, Debtor hereby transfers, conveys, grants and assigns to Secured Party a security interest in the Collateral and in all improvements, attachments, additions, accessions and replacements thereto and all proceeds and products therefrom. Unless the context otherwise indicates, the term "inventory" or "account" or "accounts" or "equipment" or "fixtures" in this Agreement refers to that part of the Collateral consisting of such property. Inventory shall include goods of Debtor in the hands of manufacturers or suppliers or in the process of delivery to Debtor or any representative of Debtor. Debtor warrants and represents that Debtor has, or forthwith will acquire, title to the Collateral free and clear of all liens, security interests, encumbrances and/or leases (except security interests, liens, encumbrances and/or leases, if any, set forth in **Exhibit A**, attached hereto and incorporated herein) and that Debtor has the right to transfer, grant, convey and assign this security interest.

8. **Warranties and Representations of Debtor.** Debtor warrants and represents to Secured Party the following:

8.1. Except for the security interest created by this Agreement and any security interests liens, encumbrances and/or leases, if any, set forth on **Exhibit A**, attached hereto and incorporated herein by reference, Debtor is the owner of all of the Collateral, or will be at the time such Collateral is created or acquired, free and clear of all liens, security interests encumbrances and/or leases.

8.2. The transfer, conveyance, grant and assignment of the security interest hereunder is valid and enforceable in accordance with its terms and represents a legally binding obligation of debtor and constitutes a security interest in the Collateral in favor of Secured Party.

8.3. Debtor agrees to warrant and defend Secured Party's right, title, security interest in and assignment of Collateral and/or any cash or property distributed thereunder.

8.4. Debtor has no undisclosed knowledge of any circumstances or conditions with respect to the Collateral that could reasonably be expected to adversely affect the value or marketability of such Collateral.

8.5. Except as otherwise indicated by Debtor to Secured Party in writing, at the time each account becomes subject to the security interest granted in this Agreement:

a. Debtor will be the owner of the account, with the absolute right to transfer any interest therein, and

b. The account will be a valid obligation of the account of Debtor, enforceable in accordance with its terms and, to the best of Debtor's knowledge and belief, free and clear of all liens, security interests, restrictions, setoffs, adverse claims, assignments, defaults, prepayments, defenses and conditions precedent other than the security interest created by this Agreement and those set forth on **Exhibit A**, I if any.

8.6. The unpaid amount and all other information shown as to the account in Debtor's books and on any schedule, certificate or report at any time given by Debtor to Secured Party is and will be true and correct as of the date indicated.

8.7. All chattel paper, documents and instruments which are part of the Collateral are valid and genuine and comply with applicable laws concerning form, content and manner of preparation and execution, and all persons appearing to be obligated thereon have authority and capacity to contract and are bound as they appear to be.

8.8. No debtor or creditor of Debtor has any defense, setoff, claim or counterclaim against Debtor which can be asserted against Secured Party, whether in any proceeding to enforce Secured Party's rights in the Collateral or otherwise.

8.9. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement and those set forth on **Exhibit A**, if any.

8.10. If Debtor is a corporation, its certificate or articles of incorporation and bylaws do not now and will not in the future prohibit any term or condition of this Agreement and all proper corporate authorities have been obtained to permit Debtor to enter in this Agreement.

8.11. The execution and delivery of this Agreement will not violate any agreement to which Debtor is a party or to the best of Debtor's knowledge, will not violate any law governing Debtor.

8.12. The Debtor's chief executive office is located at Debtor's Business address, and Debtor's exact legal name and state of organization (if Debtor is not an individual) set forth in Section 1 are true and correct in all respects.

8.13. All information and statements with respect to Debtor on the front page of this Agreement are true and correct.

9. **Covenants of Debtor.** Unless and until Secured Party consents in writing to another course of action, Debtor covenants and agrees to the following:

9.1. Debtor will timely and promptly pay and remit to Secured Party all monies due Secured Party pursuant to the terms and conditions of the Obligations and after an event of default as set forth in Section 10 hereof, to account fully and faithfully for and promptly pay or turn over to Secured Party the proceeds in whatever form received in disposition in any manner of Collateral.

9.2. Debtor will keep the Collateral at the location specified in Section 4.

9.3. Until the obligations are paid in full, Debtor will:

a. Preserve its corporate or other entity existence and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sale all or substantially all of its assets;

b. Not change the state of its incorporation or organization; and

c. Not change its corporate or entity name without providing Secured Party with 30 days prior written notice.

At Secured Party's request, Debtor will obtain and deliver to Secured Party, at no expense to Secured Party, reports from the appropriate governmental agencies showing that the name and state of organization of Debtor has not changed.

9.4. Debtor will not sell, assign, transfer, pledge, lease, license, abandon or otherwise dispose of any of the Collateral or any interest therein except that the inventory may be sold in the ordinary course of business.

9.5. Debtor will keep the Collateral in good condition and free of liens, security interests encumbrances and/or leases (other than the security interest created by this Agreement and those set forth on **Exhibit A**, if any); will promptly notify Secured Party of any event of default, as defined in Section 10; will not use the Collateral for hire or in violation of any applicable statute, ordinance or insurance policy; will defend the Collateral against the claims and demands of all persons; and will pay promptly all taxes and assessments with respect to the Collateral; and will not permit the Collateral to become part of or to be affixed to any real or personal property without first making arrangements satisfactory to Secured Party to protect Secured Party's interest. Secured Party may inspect the Collateral at any time, wherever located.

9.6. Debtor will keep the Collateral insured with companies acceptable to Secured Party against such casualties and in such amounts as Secured Party may require. If requested by Secured Party, all insurance policies will be written for the benefit of Debtor and Secured

Party as their interests may appear, and will provide for 30 days' written notice to Secured Party prior to cancellation. Debtor shall notify Secured Party upon receipt of any draft or check received for any insurance claim and shall endorse over and deliver to Secured Party such draft or check unless otherwise provided in writing by Secured Party. Secured Party may act as attorney for Debtor in making, adjusting and settling claims under or canceling such insurance and endorsing Debtor's name on any drafts relating thereto. Secured Party may apply any proceeds of insurance toward payments of the obligations, whether or not due, in any order or priority.

9.7. At its option, Secured Party may discharge taxes, liens, security interests and any other encumbrances against the Collateral and may pay for the repair of any damage to the Collateral, the maintenance and preservation thereof and insurance thereon. Debtor will reimburse Secured Party on demand for any payments so made, plus interest thereon at the rate specified in any applicable promissory note, or if none, 18% per annum, from the date of such payment. Any such payments by Secured Party will be deemed advances on behalf of the Debtor and will become a part of the Obligations, secured by the Collateral.

9.8. At the request of Secured Party, Debtor will from time to time execute documents in form satisfactory to Secured Party (and pay the cost of filing or recording them in whatever public offices Secured Party deems reasonably necessary) and perform such other acts as Secured Party may reasonably request to perfect and maintain a valid security interest in the Collateral. Debtor authorizes Secured Party to sign and file all financing statements and extensions and/or modifications thereof and other documents in form satisfactory to the Secured Party on behalf of Debtor and without Debtor's signature and perform such other acts as Secured Party deems reasonably necessary to perfect and maintain a valid security interest in the Collateral. Debtor will pay the cost of filing or recording the foregoing in whatever public offices Secured Party deems reasonably necessary.

9.9. Debtor will pay all expenses and reimburse Secured Party for any expenditures, including reasonable attorneys' fees and legal expenses, incurred in connection with Secured Party's exercise of any of its rights and remedies under this Agreement.

9.10. Debtor will defend, at Debtor's own cost and expense, any action, proceeding or claim affecting the Collateral.

9.11. The Debtor agrees that the security interest granted by Debtor to Secured Party shall remain in effect irrespective of the various payments required by the obligation so long as there are any Obligations of any kind, including Obligations under guarantees or assignments, owed by Debtor to Secured Party; provided, however, that upon any assignment of this Agreement by Secured Party, that the assignee shall thereafter be deemed, for the purpose of this paragraph, the Secured Party under this Agreement.

9.12. Debtor will:

a. Keep separate, accurate and complete books and records pertaining to the Collateral at the office of Debtor at the address set forth above; and provide Secured Party with such books and records or such other information concerning the Collateral pursuant to the terms and conditions of this Security Agreement, the Franchise Agreement(s) as Secured Party as Franchisor and as Secured Party may reasonably request from time to time;

b. Permit representatives of Secured Party, at reasonable times, to inspect the Collateral and to inspect and make abstracts or copies from Debtor's books and records pertaining to the Collateral or proceeds; conduct a complete inventory of the Collateral and its proceeds and Debtor shall assist Secured Party in whatever way necessary to conduct any such inventory or make any such inspection;

c. Prepare and supply to the Secured Party, if Secured Party shall at its option so request, a complete list of the Collateral on a monthly basis, which shall be as complete and accurate as is commercially practicable;

d. Prepare, or cause to be prepared and deliver to Secured Party all schedules of accounts, financial statements, invoices, shipping and receiving records, aging and reconciliation reports and such other reports and data reasonably requested by Secured Party, at such times and in such form as may be satisfactory to Secured Party.

9.13. At Secured Party's request, Debtor will mark or stamp each of its individual ledger sheets or cards pertaining to any of the Collateral with the legend "For value received, this account has been assigned to Secured Party or its assignees" and will stamp or otherwise mark and keep its books and records relating to the Collateral in such manner as Secured Party may deem advisable.

9.14. Debtor will give such written notice to account debtors as Secured Party may at any time request. Secured Party may at any time, whether or not a default exists under this Agreement:

a. Notify any account debtor of Secured Party's interest in the Collateral;

b. Request information as to the Collateral from any account debtor; and

c. Notify any account debtor to make all payments with respect to the Collateral directly to Secured Party or in any other manner directed by Secured Party.

9.15. Debtor shall, at all times, maintain the following physical and accounting controls over the Collateral:

a. Complete inventory records of the Collateral shall be maintained in accordance with generally accepted accounting principles by the Debtor;

b. Financial statements and records shall be maintained by Debtor in accordance with the terms and conditions of that certain Franchise Agreement(s) as then currently in effect and which shall include Debtor's obligations to maintain such statements and records pursuant to a management system acceptable to the Secured Party or Franchisor;

c. A physical inventory shall be conducted once every three months by the Secured Party's area support personnel at its option. This physical inventory shall be reconciled with the perpetual records of the Debtor and shall be compared with the original Collateral of the Debtor in terms of units and dollars; and

d. Debtor shall at all times meet and maintain the responsibilities imposed upon it by any Franchise Agreement(s), including its obligation to maintain working capital and a net worth which is sufficient, in Secured Party's opinion as the Franchisor, to enable Debtor as Franchisee to fulfill its Obligations hereunder and as Franchisee thereunder.

9.16. The Debtor shall maintain such Collateral pursuant to the terms of any Franchise Dealer Agreement(s) and as may from time to time be required by Secured Party.

9.17. Upon the good faith belief by Secured Party that the Obligations are or have become inadequately or under secured by the then existing Collateral, Debtor shall either provide to Secured Party such additional collateral of such value and kind as shall be acceptable to Secured Party, or shall reduce the amount of the Obligations to any amount acceptable to Secured Party based on the value of the then existing Collateral, or both.

10. **Events of Default.** The occurrence of any of the following events shall constitute an event of default under this Agreement:

10.1. Failure to pay any of the Obligations when due;

10.2. Failure to perform or observe any other covenant (after the applicable cure period has expired) contained in this Agreement and any loan agreements, or other loan documents, credit agreement(s), Franchise Agreement(s), joint venture agreement(s), consignment and warehouse agreement(s), if applicable, or any other documents or instruments evidencing any obligation of Debtor to Secured Party, whether now or hereafter in existence;

10.3. Any warranty, representation or statement of Debtor in this Agreement, or any other agreement, document or instrument, or otherwise made or furnished to Secured Party by or on behalf of Debtor, proves to have been false in any material respect when made or furnished;

10.4. Any uninsured loss, theft, damage, destruction, sale, liens or encumbrance to, or of, any of the Collateral (except as specifically allowed herein), or any levy, seizure or attachment thereof or thereon;

10.5. Death of any individual who is a Debtor under this Agreement (unless a co-owner or new owner of the Debtor's Business is approved by Secured Party); dissolution or termination of existence of Debtor without Secured Party's consent; insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws of, by or against, Debtor or any guarantor or surety of Debtor of any of the Obligations;

10.6. The Collateral, or any part thereof, or interest therein, is sold, conveyed or is otherwise transferred outside the normal and ordinary course of business, or is pledged, mortgaged, leased, hypothecated or abandoned;

10.7. The sale or transfer of Debtor's interest in Debtor's Business or any part thereof, or interest therein, without the prior written consent of Secured Party; or if Debtor is a corporation, the sale or transfer of any of the issued and outstanding capital stock of

Debtor or the issuance of additional capital stock that reduces the holdings in the issued and outstanding capital stock of Debtor, without the prior written consent of Secured Party; or if Debtor is a partnership, the sale or transfer of the partnership interests in Debtor without the prior written consent of Secured Party; or

10.8. The good faith belief by Secured Party that the Obligations are inadequately or under secured or that the prospect of payment or performance of any of the Obligations is impaired.

11. **Rights and Remedies of Secured Party.**

11.1. Upon the occurrence of any event of default and at any time thereafter, Secured Party shall have, in addition to all other rights and remedies, the remedies of a secured party under the Uniform Commercial Code as then in effect ("UCC"), regardless of whether the UCC applies to the secured transactions covered by this Agreement, including without limitation the right to accelerate the maturity of the Obligations, without notice or demand, and to take possession of the Collateral and any proceeds thereof wherever located. Debtor shall assemble the Collateral and make the Collateral and all records relating thereto available to Secured Party at a place to be designated by Secured Party that is reasonably convenient for both parties. If notice is required, Secured Party shall give to Debtor at least five (5) days' prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition is to be made.

11.2. During the time that Secured Party is in possession of the Collateral, and to the extent permitted by law, Secured Party shall have the right to hold, use, operate, manage and control all or any part of the Collateral; to make all such repairs, replacements, alterations, additions and improvements to the Collateral as it may deem proper; and to demand, collect and retain all earnings, proceeds from such use and all other costs, expenses, charges, damage or loss by reason of such use. Notwithstanding the foregoing, Secured Party has no obligation to clean-up or otherwise prepare the Collateral for sale.

11.3. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as Debtor shall request, but failure to honor any such request shall not of itself be deemed a failure to exercise reasonable care. Secured Party shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties nor to protect, preserve or maintain any security interest given to secure any of the Collateral. Debtor waives any right it may have to require Secured Party to pursue any third person for any of the Obligations.

11.4. After an Event of Default as set forth in Section 10 hereof, Debtor hereby irrevocably appoints Secured Party as the attorney-in-fact of the Debtor, with full powers of substitution and at the cost and expense of Debtor, to reasonably exercise any of the following powers with respect to any of the accounts;

a. Demand, sue for, collect and give receipts for any payments due thereon or by virtue thereof;

b. Receive, take, endorse, assign and deliver chattel paper, documents, instruments and all other property taken or received by Secured Party in connection therewith;

c. Settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

d. Sell, transfer, assign or otherwise deal therein or therewith as fully and effectually as if Secured Party were the absolute owner thereof; and

e. Extend the time of payment thereof and make allowances and other adjustments with reference thereof.

In exercising any power herein granted, Secured Party may act in its name or the name of the Debtor. This power of attorney appointment, being coupled with an interest, shall be irrevocable.

If Secured party in good faith believes that any state or federal law prohibits or restricts the customary manner of sale or distribution of any of the Collateral, Secured Party may sell such Collateral privately or in any other manner deemed commercially reasonable by Secured Party at such price or prices as Secured Party determines in its sole discretion. Debtor recognizes that such prohibition or restriction may cause the Collateral to have less value than it otherwise would have and that, consequently, such sale or disposition by Secured Party may result in a lower sales price than if the sale were otherwise held.

11.5. To the extent allowed by law, Debtor shall pay Secured Party all expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorneys' fees and legal expenses, and such costs shall be paid out of the proceeds of disposition of the Collateral. Such proceeds may be applied to the Obligations in any order of priority.

11.6. As a supplementary or additional remedy, Secured Party shall also be entitled, without notice or demand and to the extent permitted by law, to exercise or continue all of the rights granted to Secured Party above and/or to have a receiver appointed, upon ex-parte application, without notice to Debtor, to take charge of all or any part of the Collateral, exercising all of the rights granted to Secured Party above.

11.7. Secured Party may recover from Debtor any deficiency between the amount due under any of the Obligations and the proceeds of such sale or disposal together with all costs and expenses, including, without limitation, reasonable attorneys' fees incurred or paid by Secured Party in exercising any right, power or remedy provided by this Security Agreement or by law.

11.8. Notwithstanding that which is granted and provided herein, Secured Party shall be under no duty to exercise, or to withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to Secured Party under this Agreement, and shall not be responsible for any failure to do so or delay in doing so.

12. **Collection of Accounts.** Until revocation of this authority, Debtor, as agent of Secured Party, and at the expense of Debtor:

12.1. Shall use its best efforts to collect all amounts due and owing on the accounts, including the taking of such action to repossess goods, impose liens or enforce payment as Secured Party or Debtor may deem proper.

12.2. Shall receive such goods as may be returned or rejected by or repossessed from account debtors, and, upon an event of default as set forth in Section 10 hereof, hold such goods and the proceeds therefrom in trust for the account of Secured Party, separate and identified by suitable markings as Secured Party's property, without intermingling them with Debtor's property, and remit promptly any proceeds of sales or lease of such goods in the manner described in Section 13 below.

12.3. May, in the ordinary course of business, grant to account debtors any rebate, refund or allowance to which they are entitled, and in connection therewith may accept the return of any goods, the sale or lease of which gave rise to the accounts.

13. **Payment of Proceeds to Secured Party.**

13.1. After an event of default as set forth in Section 10 hereof, Debtor shall receive all payments with respect to the Collateral in trust for Secured Party, without intermingling them with any other funds or property of Debtor and (until such authority is revoked or different instructions are given by Secured Party) shall immediately deliver them to Secured Party in the exact form received, bearing Debtor's full-recourse endorsement or assignment when necessary, for application on the Obligations in any order of priority determined by Secured Party. Debtor shall have the liability of a general endorser with respect to such payments and hereby waives presentment, notice of dishonor, protest, demand and all other notices with respect thereto, whether or not Debtor endorses the instruments or other evidences of payment and regardless of the form of payment or Debtor's endorsement or assignment thereon.

13.2. After an event of default as set forth in Section 10 hereof, at the election of Secured Party, all payments described in the preceding Section 13.1 shall be deposited in a separate bank account maintained by Secured Party (the "Collateral Account"), from which Debtor shall have no right to withdraw funds. All instruments evidencing payment shall be deposited in the Collateral Account subject to final payment, and all deposits therein shall be held as security for the Obligations. From time to time in its discretion, Secured Party may (and if requested by Debtor shall, but not more often than once a week) apply all or any of the balance in the Collateral Account to payment of the Obligations in any order of priority determined by Secured Party. Additionally, Secured Party in its discretion may release all or any of the balance in the Collateral Account to Debtor.

14. **General.**

14.1. The terms "Debtor," "Debtor's Business," "Secured Party," "Collateral" and "Obligations" are defined in paragraphs 1, 2, 3 and 6. Where Debtor and the obligor on the Obligations are not the same, the term "Debtor" herein means the owner of the Collateral in any provision dealing with the Collateral, the obligor in any provision dealing with the Obligations, and both where the context so requires.

14.2. No defaults shall be waived by Secured Party except in writing and no waiver of any payment or other right under this Agreement shall operate as a waiver of any other payment or right.

14.3. Secured Party may assign or transfer its rights under this Agreement to any transferee. Debtor hereby agrees that; (a) on such assignment or other transfer, all rights, powers and remedies of Secured Party hereunder shall belong to and be exercisable by the transferee, and, on receipt of notice of such assignment or other transfer, Debtor will tender performance of Debtor's obligations hereunder, if requested, to such transferee rather than to Secured Party; (b) upon delivery of Secured Party's security interest in the Collateral to the transferee, Secured Party shall thereafter be fully discharged from all responsibility with respect to such Collateral; and (c) in any action brought by the transferee against Debtor to recover any sums under this Agreement or to recover possession of the Collateral, Debtor will not assert as a defense, counterclaim, set off, cross complaint, or otherwise, any claim, known or unknown, which Debtor now has or hereafter acquires against Secured Party.

14.4. If there is more than one Debtor, all of the terms and conditions of this Agreement shall apply to each and any of them jointly and severally.

14.5. Without affecting any Obligations of Debtor under this Agreement, Secured Party without notice or demand may renew, extend or otherwise change the terms and conditions of any of the Obligations; take or release any other collateral as security for any of the Obligations, and add or release any guarantor, endorser, surety or other party to any of the Obligations.

14.6. Any notice, request, consent and demand which is required or given hereunder shall be deemed delivered when a record has been (a) personally delivered to the proper party, (b) transmitted by telecopier, if transmitted on a business day during normal business hours, and if not transmitted on a business day during normal business, the first business day thereafter, to the proper party via the telecopier number stated on the first page hereof, (c) transmitted through the Internet, (d) three (3) business days after deposited in the United States mail by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party at the address stated on the first page hereof, or (e) one (1) business day after deposited with an air express carrier, fare prepaid, addressed to the proper party at the address stated on the first page hereof. Each of the parties hereto may designate such other address and/or telecopier number as either of such parties may hereafter specify to the other party in accordance with this Section 14.6.

14.7. A carbon, photographic or other reproduction of this Agreement or a financing statement shall be sufficient as a financing statement.

14.8. All of the rights of Secured Party under this Agreement shall be cumulative and shall inure to the benefit of its successors and assigns. All obligations of Debtor hereunder shall be binding upon the heirs, legal representatives, successors or assigns of Debtor.

14.9. Any provision hereof contrary to, prohibited by, or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate

the remaining provisions hereof. Debtor acknowledges receipt of a true copy and waives acceptance hereof.

14.10. This Agreement may be signed in one or more counterparts, each of which shall have the effect of an original, but all such counterparts shall be deemed one and the same agreement.

14.11. This Agreement shall be construed under and governed by the laws of the state of Delaware .

14.12. This Agreement represents the entire agreement and understanding between Secured Party and Debtor and supersedes all prior agreements. Any modification or amendments to this Agreement shall be in writing and signed by the party to be charged.

DEBTOR:

[Click **here** and **type** name of Debtor]
a [Click **here** and **type** State organized under and entity type]

DATED: _____ BY: _____
TITLE: _____

SECURED PARTY:

MIDAS INTERNATIONAL, LLC,
a Delaware limited liability company

DATED: _____ BY: _____
TITLE: _____

EXHIBIT D-20

PROMISSORY NOTE
(STANDARD)

Palm Beach Gardens, Florida

Date of Note: _____

Type of Note: Financing of Trade Account Credit.

Purpose of Advances: Credits to Maker's trade account with Holder for the initial purchase of tire inventory and equipment.

Principal Amount: Up to _____ Dollars (U.S. $_____) and all subsequent advances made by Holder.

Interest Rate: Zero percent (0%).

Payment Terms: Commencing_____, principal and interest shall be payable in twelve (12) equal monthly installments of $_____ each; provided, however, that if all obligations under this Note are not paid in full by _____, one final "balloon" payment of all unpaid principal and all accrued and unpaid interest hereunder, shall be due and payable on that date.

FOR VALUE RECEIVED, the undersigned ("**Maker**") jointly, severally and unconditionally hereby promises to pay to the order of MIDAS INTERNATIONAL, LLC, a Delaware limited liability company, its successors or assigns ("**Holder**"), the Principal Amount, together with interest on the unpaid Principal Amount, from the date hereof until paid in full, at the Interest Rate, in accordance with the Payment Terms.

All payments required under this Note shall be made by automatic debits to Maker's checking account number _____ , at:

_____,
(Name of Bank and ABA Number)

_____,
(Address of Bank)

or at the election of the Holder, at the offices of Midas International, LLC, 4300 TBC Way, Palm Beach Gardens, Florida 33410, or at such other place as the Holder hereof may designate from time to time in writing.

All payments hereunder, when made, shall be first applied to any fees, costs or other charges accrued and payable pursuant to this Note or the other Loan Documents (defined below), then to all accrued interest to the date of payment, and the remainder applied to payment of principal hereunder. The amortization schedule attached to this Note as Schedule 1 is for reference purposes only. Maker shall have the right to prepay the unpaid principal balance of this Note in whole or in part at any time or from time to time, without premium or penalty, provided that all accrued and unpaid interest on the unpaid principal balance of this Note, if any, is also paid to the date of such prepayment.

All obligations evidenced by this Note are secured by security agreements and financing statements (the "**Security Instruments**") relating to all accounts receivables, inventory, equipment, fixtures, intangibles and other assets of Maker's Midas Shop at [Type Store Address, City, State, Zip] ("**Midas Shop**") (collectively the "**Collateral**"). This Note, the Security Instruments, and all other documents evidencing or securing any of Maker's obligations to Holder are sometimes collectively referred to herein as the "**Loan Documents**."

Time is of the essence hereof and all obligations hereunder shall be timely performed in accordance with the provisions hereof. At the option of Holder, the payment of all principal, interest and all other sums due and owing in accordance with the terms of this Note or pursuant to the terms of the other Loan Documents, will be accelerated and such principal, interest and other amounts shall be immediately due and payable, without notice or demand, except as provided for herein, upon the occurrence of any one or more of the following events of default (each such occurrence an "**Event of Default**"):

1. Maker's failure to pay any amount required to be paid under this Note, or under any of the other Loan Documents, on or before its due date, if such failure remains uncured upon the expiration of five (5) days after written notice thereof is given by Holder to Maker, whether pertaining to periodic interest payments, to payment at maturity or when accelerated pursuant to any power to accelerate;

2. Failure of Maker to timely perform or observe any non-monetary term, covenant, condition or obligation contained in this Note or the other Loan Documents, if such failure remains uncured upon expiration of thirty (30) days after written notice thereof is given by Holder to Maker, provided that such thirty (30) day period may be extended by Holder for a reasonable period if, in the sole judgment of Holder:

    a. Maker commences and diligently pursues all actions necessary to cure such default immediately upon receipt of Holder's written notice; and

    b. Maker posts such additional security for Maker's performance as Holder deems satisfactory in Holder's reasonable discretion;

3. Default shall occur under the Franchise Agreement for the Midas Shop, or any other related agreement with Holder;

4. Maker shall default in any payments of accounts payable, principal or interest, or any other obligation owed to Midas International, LLC and/or its affiliates and/or any third party, and shall fail to cure such default within any applicable cure period;

5. A case or proceeding shall have been commenced against Maker in a court having competent jurisdiction seeking a decree or order in respect of such party, (i) under any applicable federal, state or foreign bankruptcy or other similar law, (ii) appointing a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) of Maker or of any substantial part of any of its or their properties, or (iii) ordering the winding-up or liquidation of the affairs of, and such case or proceeding shall remain undismissed or unstayed for 30 consecutive days or such court shall enter a decree or order granting the relief sought in such case or proceeding;

6. Maker shall (i) file a petition seeking relief under any applicable federal, state or foreign bankruptcy or other similar law, (ii) consent to the institution of proceedings thereunder or to the filing of any such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) of Maker, as the case may be, or of any

substantial part of its properties, (iii) fail generally to pay its debts as such debts become due, or (iv) take any corporate, company or partnership action in furtherance of any such action;

7. Maker shall become insolvent, or make a transfer in fraud of creditors, or make a general assignment for the benefit of creditors;

8. Final judgment or judgments (after the expiration of all times to appeal therefrom) for the payment of money in excess of $10,000 in the aggregate shall be rendered against Maker and the same shall not be (i) fully covered by insurance, or (ii) vacated, stayed, bonded, paid or discharged for a period of 15 days;

9. Any of the assets of Maker shall be attached, seized, levied upon or subjected to a writ or distress warrant, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors of Maker and shall remain unstayed or undismissed for 10 consecutive days; or any person other than Maker shall apply for the appointment of a receiver, trustee or custodian for any of the assets of and shall remain unstayed or undismissed for 30 consecutive days; or Maker shall have concealed, removed or permitted to be concealed or removed, any part of its property, with intent to hinder, delay or defraud its creditors or any of them or made or suffered a transfer of any of its property or the incurring of an obligation which may be fraudulent under any bankruptcy, fraudulent conveyance or other similar law;

10. Maker shall pay or cause to be paid any obligations under any notes, indebtedness or other obligations to its owners, shareholders, partners or members, or their spouses;

11. The abandonment (as the term "abandonment" is defined in the Franchise Agreement) or vacation of the Midas Shop and/or Maker abandons all or a substantial portion of the Collateral;

12. Maker shall sell or transfer any interest owned in Maker's Midas Shop and/or the owners, shareholders, partners or members of Maker shall sell or transfer over fifty percent (50%) of all issued and outstanding capital stock or other ownership interest of Maker, and/or additional capital stock or other ownership interests in Maker are issued to a third party so as to reduce the existing ownership to less than fifty percent (50%) of all of the issued and outstanding capital stock or other ownership interests of Maker;

13. The dissolution, liquidation or business failure of Maker;

14. Any representation or warranty in the Loan Agreement or this Note or in any written statement pursuant thereto or hereto, report, or certificate made or delivered to Holder by Maker shall be untrue or incorrect in any material respect, as of the date when made or deemed made;

15. The Collateral or any part thereof or interest therein is sold, conveyed, transferred, pledged, mortgaged, leased or hypothecated, outside the normal and ordinary course of business and/or in violation of this Note or any of the other Loan Documents; or

16. Any other event shall have occurred which would have a material adverse effect on Maker, and Holder shall have given Maker at least 10 days notice thereof.

The legal remedies of Holder as provided in this Note and the other Loan Documents or otherwise at law or in equity, shall be cumulative and concurrent, and may be pursued singularly, successively or together against the Maker, Co-Makers, the guarantors and/or the Collateral described in the Security Instruments.

From and after the maturity of the Note, whether by acceleration or otherwise, or from occurrence of an Event of Default hereunder, or under any of the other Loan Documents including, without limitation, the failure to make any payment on the date due (notwithstanding that Maker may be afforded a cure period) until such default is cured, the entire amount of principal, interest and other amounts remaining unpaid hereunder shall bear an interest rate equal to 18% per annum, or the highest interest rate permitted by law, whichever is lower (the "**Default Interest Rate**"). This Default Interest Rate shall apply as the post-judgment interest rate, regardless of the applicable statutory rate, in the event of any legal actions related to the Note.

Any delay or omission on the part of Holder hereof in exercising any right hereunder shall not operate as a waiver of such right or remedy, or any additional right or remedy, on any future occasion.

This Note is entered into for a business and commercial purpose and the proceeds hereof will not be used primarily for personal, family, agricultural or household purposes. Maker realizes and acknowledges that the provisions of the Federal Regulation Z ("**Truth-In-Lending**") of the Federal Reserve Board do not apply to, nor govern this transaction.

If any interest rate, fee or cost provided for herein or in the other Loan Documents shall exceed that which is allowed pursuant to any applicable statute or law, such amount shall be deemed by the parties hereto to be modified so as to conform to and equal the maximum amount allowed by such statute or law. All sums paid hereunder in excess of those lawfully collectible as interest, damages, penalties, fees or costs shall, without further agreement or notice between or by any party hereto, be applied toward reduction of the principal hereof with the same force and effect as though such extra sums were specifically designated to be so applied to principal and Holder had agreed to accept such extra payment as a premium-free prepayment, or if there is then no outstanding principal indebtedness owed to Holder by Maker hereunder, or if such outstanding principal indebtedness is less than the amount to be applied as a reduction, such excess shall be refunded by Holder to Maker.

This Note is the joint and several obligation of Maker, Co-Makers, and any sureties, guarantors and endorsers without regard to liability of any other party and is binding on them, their executors, administrators, successors and assigns; and each of such persons or entities liable or to become liable on this Note jointly and severally waive delinquency in collection, presentment for payment, demand for payment, protest and notice of protest, demand and dishonor and nonpayment of this Note and all duty or obligation of Holder to effect, protect, perfect, retain or enforce any security for payment of the Note; and consent to any and all renewals and extensions in the time of payment hereof, and to any further and additional advances of funds made hereunder by Holder in excess of the amount set forth herein; and agree, further, that at any time without notice the terms of payment herein may be modified or the security described in the Security Instruments may be released in whole or in part or increased, changed or exchanged by agreement between Holder and any owner of the property affected by the other Loan Documents; and that additional makers, sureties, guarantors or endorsers may become liable hereon or existing makers, sureties, guarantors or endorsers may be released, without in any way affecting the liability of any party to this Note or any person or entity liable or to become liable with respect to any indebtedness evidenced hereby.

In the event it should become necessary for Holder to employ counsel for advice regarding the Note and/or any of the other Loan Documents, any default under this Note and any of the other Loan Documents, or to respond, intervene or otherwise become involved in any suit or proceeding relating to this Note and/or the other Loan Documents, or to collect payment on or enforce the obligations of this Note and/or any of the other Loan Documents, or to protect or foreclose the security given in connection herewith, Maker agrees to pay upon demand reasonable attorneys' fees incurred by Holder for services of

such counsel, whether or not suit is brought, plus costs incurred in connection therewith, including interest thereon at the Default Interest Rate.

The terms and provisions of this Note are intended to be and shall be governed, interpreted and construed pursuant to the internal laws of the State of Delaware applicable to promissory notes, without reference to any choice or conflict of law principles. All accounts and proceedings in any way arising out of, related to, or connected with this Note brought by Holder against Maker shall be litigated in the state courts for Palm Beach County, Florida or federal courts located in or nearest to West Palm Beach, Florida, and Maker submits to the personal jurisdiction of such courts.

If any provision hereof is in conflict with any applicable statute or law and is determined to be invalid or unenforceable, then each such provision shall be deemed null and void, but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof. Any terms that are capitalized in this Note but are not defined in this Note that are capitalized and defined in the Franchise Agreement shall have the respective meanings set forth in the Franchise Agreement.

Any notice, request, consent and demand which is required or given hereunder shall be in writing and shall be deemed effective and received (a) upon personal delivery to the proper party, (b) on the day transmitted by telecopier, if on a business day, and if not transmitted on a business day, the first business day thereafter, to the proper party via the telecopier number stated below, (c) three (3) business days after deposit in the United States mail by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party at the address stated below, or (d) one (1) business day after deposit with an air express carrier, fare prepaid, addressed to the proper party at the address stated below. Each of the parties hereto may designate such other address and/or telecopier number as either of such parties may hereafter specify in writing to the other party.

This Agreement may be executed in counterparts, and all counterparts shall constitute one and the same document. This Note may not be amended or modified except by an instrument in writing expressing such intention executed by the parties sought to be bound thereby which writing must be so firmly attached to this Note as to become a permanent part thereof.

[SIGNATURE(S) APPEARS ON FOLLOWING PAGE]

MAKER:

By:_____
Name:_____
Its: _____

CO-MAKER:

By:_____
Name: _____
Its: _____

Maker's Address & Telephone Number:

_____

Telephone: _____
Fax: _____

Holder's Address & Telephone Number:

4300 TBC Way
Palm Beach Gardens, Florida 33410
Telephone (561) 383-3000
Fax (800) 887-3027

AUTHORIZATION AGREEMENT
FOR PREAUTHORIZED PAYMENT SERVICE

AGREEMENT:

I (or We if there are joint owners of the account referenced later in this agreement) authorize and request the company named below, now referred to as the Company, to obtain payment for amounts I (we) owe to the Company as these amounts become due by initiating a payment entry to my (our) account. The account number, name of financial institution, payment amount, and date on or immediately after which payment should be deducted from the account are identified below. In addition, I (we) authorize and request the financial institution, now referred to as the Bank, to accept the payment entries presented to the Bank and to deduct them from my (our) account without responsibility for the correctness of these payments.

I (we) understand that this agreement can be terminated at any time as long as I (we) have given either the Company or the Bank written notification. This written notification to either the Company or Bank shall be effective for only those payments to be issued by the Company or received by the Bank after they either or both receive notification and have sufficient and reasonable opportunity to act upon it.

I (we) understand that I (we) have all the rights shown below as these rights relate to all payment entries initiated by the Company and to which this agreement pertains.

I (we) understand that all payment entries initiated by the Company and covered under this agreement are subject to the following:

> If the amount of the initial payment entry initiated by the Company differs from the amount of the previous entry initiated under this agreement, the Company will send me (us) a written notification of this change in not less than ten (10) calendar days before this payment amount will be deducted from the account. In addition, if the Company makes any change in the date of the billing cycle on which payment is to be deducted from the account, the Company will send me (us) a written verification of the new date on or after which payment entries will be deducted from the account. This provision does not apply if my (our) authorization agreement is in effect for a single payment entry to the account or if I (we) have agreed that payment entries representing my (our) indebtedness may be deducted from the account after such indebtedness has been incurred.
>
> I (we) may, by notice to the Bank, stop payment of any payment entry initiated or to be initiated by the Company to the account under this agreement. Notice of such stop payment must be received by the Bank in such a time and manner that will allow the Bank a reasonable time to act on it and if my (our) notice is oral, it will be binding on the Bank for only fourteen (14) calendar days unless I (we) confirm it in writing within this period.
>
> If a payment entry is erroneously initiated by the Company to the account, I (we) will have the right to have the amount of this entry added back to the account by the Bank if I (we) send or deliver a written notice to the Bank within fifteen (15) calendar days following the date on which the Bank sent or made available to me (us) a statement of account or notification pertaining to the erroneous payment entry. My (our) written notice will identify the payment entry, state that the payment entry was in error and request the Bank to add the amount of the payment entry to the account balance.

COMPANY INFORMATION

Company Name: **MIDAS INTERNATIONAL, LLC**
Customer Account No.: _____

Payment Date: 10th
Payment Frequency: Monthly
Payment Amount: $_____

YOUR BANK ACCOUNT INFORMATION

(Please attach a voided check and we will complete this information for you.)

Bank Name: _____

Bank Address: _____

Print Name: _____

Signature(s):_____

Date Signed: _____

EXHIBIT E

RESERVED
FOR FUTURE USE

EXHIBIT F-1

MIDAS SHOP LEASE

Street
City

This Midas Shop Lease ("**Lease**"), made as of _____, 20___, is by and between Midas Realty, LLC, a Delaware limited liability company ("**Lessor**"), having its office at 4300 TBC Way, Palm Beach Gardens, Florida, 33410, and _____, a _____ ("**Lessee**"), having its office at _____. Lessor and Lessee agree as follows:

1. LEASE OF PREMISES: Subject to any easement, restriction, covenant, condition or other matter of record, Lessor hereby leases to Lessee, and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, those certain premises together with the building, improvements and appurtenances thereto, commonly known as _____, more particularly described in Exhibit A attached hereto and made a part hereof ("**Premises**"). Lessee hereby acknowledges and agrees that this Lease is a triple net lease.

2. TERM: (a) The term of this Lease will commence on _____ ("**Commencement Date**"), and expire on _____. The initial term including any extensions or renewals shall be defined as the "Term." If the Commencement Date is a day other than the first day of the calendar month, then the initial term shall include that period of time from the Commencement Date up to the first day of the next calendar month and any subsequent lease year shall be the twelve (12) month period beginning on the first day of such month.

(b) In conjunction with the execution of this Lease, Lessee is entering into a franchise agreement with Midas International, LLC (Lessor's affiliate, "**Franchisor**") ("**Franchise Agreement**"). The term Franchise Agreement shall include any extension of the franchise agreement or franchise relationship, any renewal Franchisor franchise agreement and, in Lessor's sole discretion, any operating agreement or license under which the business continues to operate following the termination or expiration of the Franchise Agreement.

(c) Lessee agrees that if the Franchise Agreement expires or is terminated for any reason by Lessee or Franchisor or in any manner, Lessor shall have the unqualified and absolute right to terminate this Lease upon written notice to Lessee. Upon giving such notice, Lessor shall have the right to immediately re-enter and take possession of the Premises or it may institute summary or holdover proceedings to evict Lessee and all those in possession of the Premises by reason of the termination of this Lease as herein provided. Lessee acknowledges and agrees that the foregoing termination provision is a material business term of this Lease (and is in addition to, and separate and distinct from, the termination of this Lease as a Lessor remedy upon an Event of Default, as hereinafter defined).

3. RENT: (a) The rent payable by Lessee to Lessor during each year of the Term shall be: (i) fixed minimum rent specified in the below table ("**Fixed Minimum Rent**") or (ii) 7% of "Gross Sales" (as hereinafter defined) during such year ("**Percentage Rent**"); WHICHEVER SHALL BE THE LARGER AMOUNT. Fixed Minimum Rent may also be increased as described in Section 3(e) below. "**Rent**" shall

mean Fixed Minimum Rent and Percentage Rent, collectively. "**Additional Rent**" shall mean all other monetary obligations of Lessee under this Lease including, but not limited to, Taxes (as hereinafter defined).

Fixed Minimum Rent:

Period	Monthly Fixed Minimum Rent	Annual Fixed Minimum Rent

(b) Rent and Additional Rent shall be absolutely net to Lessor without any right of offset, deduction, claim or withholding by Lessee, so that this Lease shall yield to Lessor the Rent and Additional Rent specified during the Term. All costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid and performed by Lessee.

(c) Fixed Minimum Rent installments shall be paid on the first day of each month in advance. All payments of Fixed Minimum Rent, Percentage Rent, Taxes (as defined below) and other Additional Rent due under this Lease shall be made by electronic payment transactions through automated clearing house debits. Lessee hereby authorizes Lessor to debit from its bank account the amount of such payments on the first day of each month or on such other applicable due date or any time thereafter. The foregoing authorization shall be self-operative and need no further written agreement; provided, however, Lessee shall, upon request, sign Lessor's standard "ACH Agreement". If Lessor directs Lessee in writing to do so, the foregoing payments shall be made to Lessor at P.O. Box 205256, Dallas, TX 75320-5256, or at such other place, or in such other manner, designated by Lessor.

(d) With respect to Percentage Rent and Gross Sales:

(i) "**Gross Sales**" shall mean and include all sales of merchandise or products of any kind and all charges for service or labor done in, on and from the Premises for cash or credit regardless of the collection thereof, but excluding sales taxes and bona fide refunds.

(ii) Lessee shall deliver to Lessor, on or before March 1st of each year of the Term (or within 60 days after the termination or expiration of the Term, if the Term does not end on December 31st), a statement of Gross Sales for the previous year, which statement shall be certified by Lessee and signed by Lessee's accountant.

(iii) Concurrently with the delivery of said statement, Lessee shall pay as Percentage Rent owing for the previous year, the total Percentage Rent payable for the year (or partial year) less the total Fixed Minimum Rent paid for the previous year.

(iv) Lessee shall keep and preserve for at least three (3) years after delivery of the annual statement under the above (ii) full, complete and true records of all sales and business transactions, including bank statements, in manner and form satisfactory to Lessor. Lessor's representatives shall have access to said records at any and all reasonable times for the purposes of examination or audit thereof to verify said annual statements.

(v) For purposes of Section 3, "year" shall mean calendar year ending December 31st.

(e) On or before 120 days prior to the 5th anniversary of the Commencement Date, Lessor may, in its sole discretion, make and submit to Lessee, a written Fair Market Rent proposal to apply beginning on the 5th anniversary of the Commencement Date. "**Fair Market Rent**" shall be defined as the then fair

market rent for the Premises reflecting the physical condition of the Premises at such time (including an adjustment for any needed repairs or maintenance).

(i) Lessor's Fair Market Rent proposal shall become the Fixed Minimum Rent beginning on the 5th anniversary of the Commencement Date for the remainder of the Term, unless within 30 days following Lessee's receipt of Lessor's proposal:

(1) Lessor and Lessee agree on a different Fair Market Rent which shall then become the Fixed Minimum Rent; or

(2) Lessee makes a written, alternate Fair Market Rent proposal to Lessor ("**Lessee's Proposal**"). If the parties do not agree on the Fair Market Rent within 15 days after Lessor receives Lessee's Proposal, the Fair Market Rent shall be determined by arbitration conducted by the American Arbitration Association ("**AAA**") in accordance with the process set forth in Subsection 3(e)(ii) hereof;

(ii) if the Fair Market Rent is to be determined by arbitration, Lessor and Lessee shall jointly submit the arbitration to the AAA. If either party fails to sign the joint submission within five days after request by the other party, either party shall have the right to initiate the arbitration alone. Submission of the arbitration to the AAA under this Subsection 3(e)(ii) is sometimes referred to herein as "**Submission**". The arbitration shall be conducted:

(1) pursuant to the AAA's "Arbitration Rules for the Real Estate Industry", except as otherwise stated herein;

(2) by a single arbitrator appointed by the AAA; provided, however, either party shall have the right to require that the arbitration be conducted by three arbitrators provided that such right is exercised no later than the time of Submission, in which event each party shall select an arbitrator within 15 days following Submission and the two arbitrators shall appoint a third arbitrator;

(3) in the city of the AAA's local or regional office nearest the Premises;

(4) under the AAA's "Expedited Procedures" process;

(5) without depositions, but with document discovery;

(6) on documents submitted by each party and without a hearing;

(7) in the "baseball arbitration" style with the arbitrator(s) being limited to choosing either Lessee's Proposal or Lessor's Proposal;

(8) without a reasoned opinion;

(9) with the arbitrator(s) being required to issue his/her/their decision within 45 days after Submission, and, to that end, the arbitrator(s) shall have the right to schedule the arbitration process accordingly;

(10) with each party paying its own costs and expenses (including, but not limited to, appraiser and attorney fees). In a single arbitrator proceeding, Lessor shall pay the arbitrator's fee, the AAA's fee and the administrative costs of the arbitration. In a three arbitrator proceeding, each party shall pay the fee of the arbitrator it selected, one-half of the AAA's fee for a single arbitrator proceeding and one-half of the administrative costs of a single arbitrator proceeding, and the party requesting the three

arbitrator proceeding shall pay the third arbitrator's fee, any additional fee charged by the AAA for a three arbitrator proceeding and the administrative costs in excess of those for a single arbitrator proceeding; and

(11) with the decision of the arbitrator(s) being binding on Lessor and Lessee. Notwithstanding anything to the contrary contained herein, the decision of the arbitrator shall not reduce the Fixed Minimum Rent below the amount of the Fixed Minimum Rent in effect when the Lessor's Proposal was initially submitted to Lessee.

(f) Additionally, Lessor shall be entitled to submit a written Fair Market Rent proposal 120 days prior to the 10th, 15th, and 20th anniversary (if applicable) of the Commencement Date as provided herein for a new determination of Fair Market Rent for the Premises utilizing the same time frames and processes described herein (with the new Fixed Minimum Rent amount becoming effective on each such anniversary date).

4. SECURITY DEPOSIT: Upon execution of this Lease, Lessee shall deposit with Lessor an amount equal to two month's Fixed Minimum Rent and Taxes as a security deposit ("**Security Deposit**"). Lessor shall have the right from time-to-time during the Term to increase the required Security Deposit to an amount equal to the two-twelfths of the total of the then-current annual Fixed Minimum Rent and Taxes. The Security Deposit shall be held by Lessor, without any obligation to pay interest thereon, as security for the performance by Lessee of its covenants and obligations under this Lease, it being expressly agreed that the Security Deposit is not an advance payment of Rent or a measure of Lessor's damages in the event of any breach or default by Lessee. If at any time during the Term any Rent or Additional Rent is overdue or if Lessee fails to perform and keep any of its covenants or obligations under this Lease, Lessor may, at its option, apply any portion of the Security Deposit to the payment of such overdue Rent or Additional Rent or to compensate Lessor for loss, cost or damage sustained, incurred or suffered by it due to such breach by Lessee. If the Security Deposit or any portion thereof is applied by Lessor, Lessee shall, upon written demand of Lessor, remit to Lessor a sufficient amount to restore the Security Deposit to the amount required to be on deposit at that time. Any portion of the Security Deposit on deposit at the expiration or termination of this Lease shall be returned Lessee at such time (if any) as Lessor determines that Lessee had fulfilled its obligations under this Lease; provided, however, Lessee expressly acknowledges and agrees that the return of any portion of the Security Deposit by Lessor shall not be deemed to be an admission by Lessor that Lessee has fulfilled any of its obligations under this Lease. If Lessor applies the Security Deposit in accordance with the terms of this paragraph, such application shall not constitute a waiver of any of Lessor's rights or remedies under this Lease, nor shall such application constitute an accord and satisfaction. Lessor shall have the right to commingle the Security Deposit with Lessor's other funds, and Lessee hereby consents thereto.

5. USE: (a) Lessee shall use the Premises solely for the activities authorized by the Franchise Agreement and none other.

(b) Lessee shall, during the Term, occupy the Premises and diligently operate its business at the Premises and keep the business open to the public during the business days and hours which Franchisor from time-to-time prescribes.

(c) Lessee, in its use, occupancy, maintenance and repair of the Premises, shall comply with all the terms and conditions of this Lease and the Franchise Agreement.

6. CONDITION OF PREMISES; MAINTENANCE: (a) Lessee acknowledges and agrees that it has inspected, or has had a sufficient opportunity to inspect, the Premises and hereby accepts the Premises "AS-IS" and "WHERE-IS" with no representation or warranty by Lessor as to the condition of the Premises or the fitness of the Premises for any particular purpose or use.

(b) Lessee shall, at its expense, at all times during the Term keep the entire Premises including, but not limited to, the interior and exterior, structural and non-structural elements, foundation, floor, roof and roof system, utility systems and installations, parking area and driveways, sidewalks, landscaping, immediately surrounding areas, appurtenances, fixtures and equipment in good, safe, clean, sanitary, debris-free and well-maintained condition and shall do and make, on a timely and diligent basis, all maintenance, repairs and replacements as are necessary and appropriate to keep the Premises in the condition required by this Lease, regardless whether the benefit of such maintenance, repairs and replacements may extend beyond the Term. Without limiting the foregoing, Lessee shall keep and maintain the Midas Shop at the Premises in accordance with the requirements of the Franchise Agreement relating to interior and exterior design and appearance, Franchisor indicia, painting and décor, floor layout, character of interior furnishings, signs, emblems, logos, lettering, pictorial materials and condition of the Midas Shop premises.

(c) Upon expiration or termination of this Lease, Lessee shall deliver the Premises to Lessor in the condition required by Section 6(b), reasonable wear and use excepted.

7. LESSOR RIGHTS: Lessor and its agents shall have right to enter the Premises at all reasonable times for the purpose of inspecting, testing (including doing environmental tests and interior and exterior borings), maintaining or repairing the Premises (without having any obligation to do so) or showing the Premises to prospective buyers, tenants or lenders. During the 120 days prior to the expiration or termination of this Lease, Lessor may display "for rent" type signs on the Premises. Lessor shall have the right to display "property for sale" type signs at any time. Lessor shall have the right to display "franchise available" type signs on the Premises and to show the Premises to prospective franchisees any time Lessee has indicated to Franchisor that it intends to terminate, or not renew, the Franchise Agreement or any time the Franchise Agreement is subject to termination for any reason.

8. ALTERATIONS: Lessee shall not make any alterations, improvements or additions to the Premises ("**Alterations**") without first obtaining the written consent of Lessor, which Lessor may grant or deny in its sole discretion. In the event Lessor consents to Alterations, the same shall be made by Lessee at Lessee's sole expense by a licensed contractor and according to plans and specifications approved by Lessor and subject to such other conditions as Lessor may require. Any Alterations shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply with all Laws (as hereinafter defined) and all terms of this Lease. Upon completion of any Alterations, Lessee shall promptly give Lessor: (i) evidence of full payment to all laborers and materialmen together with all appropriate final lien waiver and release documents; (ii) an architect's certificate certifying the Alterations to have been completed in conformity with the approved plans and specifications; and (iii) a certificate of occupancy. Lessee shall file or record, as appropriate, a "notice of non-responsibility", disclaiming Lessor's responsibility, or any equivalent notice permitted under Laws, with respect to the Alterations. Any Alterations shall be deemed a part of the Premises and belong to Lessor, and Lessee shall execute and deliver to Lessor such instruments as Lessor may require to evidence Lessor's ownership. Upon expiration or termination of this Lease, Lessee, if directed by Lessor, shall remove any Alterations and restore the Premises to its original condition, making any repairs at Lessee's sole cost and expense.

9. TAXES; UTILITIES: (a) Lessee shall pay prior to delinquency pursuant to bills procured and timely submitted to Lessee by Lessor any and all (including annual or annualized) taxes and assessments levied, imposed or assessed on the Premises ("**Tax(es)**") subsequent to the Lease commencement date, and Lessor shall be required to pay no Taxes during the Term. Lessee shall exhibit receipts for Tax payments to Lessor promptly upon payment thereof. Lessee may, at its expense, contest Taxes, in the name of Lessor if necessary, at all times indemnifying and holding Lessor harmless from liability for all Taxes. Taxes accrued but not yet paid as of the date of this Lease shall be paid by Lessee notwithstanding that such Taxes relate to periods prior to the Commencement Date. Taxes for the year in which this Lease terminates or expires shall be prorated so that Lessee shall pay the Taxes for any year falling partially within the existing

Term, said proration to be based upon the number of days of the then current tax fiscal year falling within the existing Term.

(b) Lessee shall also pay promptly when due any tax levied, imposed or assessed on or against the rent paid or collected under this Lease, whether the same be called a rent tax, sales tax, excise tax, gross receipts tax, general services tax, or otherwise, irrespective of whether such tax is in lieu of or in addition to taxes and assessments levied, imposed or assessed on the Premises ("**Rent Tax**"). Lessee shall reimburse Lessor any Rent Tax which Lessor is required to pay or, in fact, pays.

(c) At Lessor's sole discretion, Lessee shall deposit with Lessor (in addition to paying Fixed Minimum Rent) on the first day of each month a sum equal to one-twelfth (1/12th) of the annual or annualized Taxes due and payable for that particular calendar year, and (if applicable) Rent Tax so that as each installment becomes due and payable, Lessee shall have on deposit with Lessor a sum sufficient to pay it. If the actual Taxes have not been ascertained at the time a monthly deposit is due under this Lease, Lessee shall deposit such amount as is reasonably estimated by Lessor. Lessor shall have the right, to be exercised in its reasonable discretion, to determine and set the amount of the monthly deposit from time to time. Lessor shall also have the right to require Lessee to deposit a lump sum sufficient to pay each Tax installment and to also pay the Taxes for the current period. When a Tax bill is received, if the actual Taxes are more than the amount deposited by Lessee for the period covered by the Tax bill, Lessee shall pay such amount to Lessor forthwith upon demand. If the actual Taxes are less than the amount deposited by Lessee for the period covered by the Tax bill, Lessor may retain the excess on deposit for the payment of future Taxes. Lessor shall not be responsible for the validity, accuracy or reasonableness of Taxes. Lessor shall have no obligation to pay interest on Lessee's Tax and Rent Tax deposits, and Lessee hereby expressly waives any right, statutory or otherwise, to have Lessor pay interest. Upon expiration or termination of this Lease, when the actual Taxes for the last year(s) of the Term are billed, Lessee shall pay Lessor, upon demand, the difference between the actual Taxes and the amount of Taxes previously deposited for such year(s), or portion thereof, by Lessee. Notwithstanding anything to the contrary herein, if Lessee should fail to pay any Tax payment required herein, in addition to any other remedies provided herein, Lessor may, if it so elects, pay such Taxes. Any sums so paid by Lessor shall be deemed to be Additional Rent owing by Lessee to Lessor and due and payable upon demand as Additional Rent plus interest pursuant to Section 30 from the date of payment by Lessor until repaid by Lessee.

(d) Lessee shall pay for all water, gas, electricity, phone, data transmission, wireless services and other utilities serving the Premises.

10. LICENSES AND COMPLIANCE WITH LAWS: Lessee shall comply with all Laws and shall not use, or permit the use of, the Premises in violation of any Laws. "**Laws**" shall be defined as all applicable governmental and quasi-governmental laws, statutes, ordinances, regulations and orders including, but not limited to Environmental Laws (as hereafter defined) and the ADA (as hereafter defined). Lessee agrees that it shall be responsible for complying in all respects with the Americans with Disabilities Act of 1990, as such act may be amended from time to time, and all regulations promulgated thereunder, and all state and local Laws relating to disabled or handicapped persons (collectively, "**ADA**"), affecting the Premises including, but not limited to, making required so-called readily achievable or reasonable changes to remove any architectural or communications barriers and providing auxiliary aides and services at the Premises. Lessee shall maintain and procure at its own expense and responsibility all licenses, permits or inspection certificates required by any governmental authority respecting Lessee's use of, or business at, the Premises. Lessee may contest any Laws and, if required, may join Lessor's name as a nominal party in any such contest. In such event Lessee shall indemnify Lessor against any costs, penalties or attorney's fees incurred by or asserted against Lessor by virtue thereof.

11. INSURANCE: (a) During the entire Term, Lessee shall obtain, maintain in force and pay the premiums for, public liability insurance with completed operations coverage, with insurance companies

acceptable to Lessor, with $2,000,000 combined single limit coverage per occurrence (or such other amount as may be prescribed by Lessor from time to time in its sole and absolute discretion), as well as all other insurance policies and coverages as described in the Franchise Agreement or as otherwise prescribed by Lessor from time to time in its sole and absolute discretion. Such limits of liability shall be increased and/or modified, or additional types of coverage shall be obtained at the direction of Lessor, as and when changed circumstances so require. Said policies of insurance shall provide coverage on an "occurrence" rather than "claims made" basis. Said policies of insurance shall expressly protect Lessee, Lessor, Franchisor, Midas, Inc. and Lessor's mortgagee (Lessor, Franchisor, Midas, Inc. and Lessor's mortgagee, individually and collectively, "**Insureds**") and shall require the insurer to defend Insured in any such action. Lessee shall furnish to Lessor a certified copy of each policy or a certificate with respect to each such policy evidencing the required coverage and naming Insureds as additional insureds, stating that coverage applies to "all operations during the policy period" and providing that such policy shall not be canceled, amended or modified except upon ten (10) days' prior written notice to Insureds. The additional insured endorsement must provide coverage at least as broad as the ISO CG2010 1001 together with the CG2037 1001. The coverage afforded Insureds must provide that such insurance shall be primary to any other insurance otherwise carried by Insured. Maintenance of the insurance required under this section shall not relieve Lessee of its indemnification obligations contained in this Lease. Lessee fails to procure or maintain in force any insurance as required by this section, or to furnish to Lessor the certified copies or certificates thereof required hereunder, Lessor may, in addition to all other rights and remedies available at law, in equity or by contract, procure such insurance, and, in such event, Lessee shall, upon demand by Lessor, reimburse Lessor for all premiums and other costs incurred in connection therewith.

(b) Lessee agrees, at its cost and expense during the Term, to keep the building and improvements on the Premises insured at full replacement value by reliable companies against damages caused by fire and against other risks covered by standard extended coverage with Insureds as additional insureds and with proceeds payable to Lessor or Lessor's mortgagee and Lessee, as their interests may appear. In the event Lessee fails to provide, or maintain in effect at any time during the Term, the required fire and extended coverage insurance, Lessor shall have the right to obtain such insurance on Lessee's behalf. The insurance obtained by Lessor shall be subject to certain loss deductible amounts depending upon the nature of the casualty, and Lessee shall be responsible for such loss deductible amounts. Such loss deductible amounts shall be subject to change from time to time. The insurance obtained by Lessor pursuant to this subparagraph may be via Lessor's blanket policies. Lessee shall, upon demand by Lessor, reimburse Lessor for all premiums and other costs incurred in connection with obtaining insurance pursuant to this subparagraph.

12. INDEMNIFICATION: Lessee agrees to indemnify, save harmless and defend (with counsel acceptable to Lessor) Lessor, its members, managers, officers, agents, employees, representatives, affiliates, subsidiaries, parents and any and all persons acting by, through, under or in concert with them, or any of them, from and against all claims of whatever nature arising from all of the following: (i) any act, omission or negligence of Lessee, or Lessee's contractors, agents, servants or employees; (ii) any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring during the Term in or on or about the Premises, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Lessee or Lessee's agents or employees; (iii) any act, omission or default under any of Lessee's obligations or undertakings in this Lease; and (iv) any alleged violation of Laws including, without limitation, Environmental Laws and the ADA. This indemnity and hold harmless clause shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim, governmental investigation, administrative proceeding or civil or criminal litigation arising therefrom, and the defense thereof, including reasonable attorney's fees and costs.

13. WAIVER OF SUBROGATION RIGHTS: Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended

coverage endorsements, irrespective of whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors.

14. DESTRUCTION OF PREMISES: In the event of damage to, or destruction of, the Premises by fire, act of God, or by any other cause, Lessee shall, at its cost, repair and restore the Premises within 150 days after the event of damage or destruction. Such damage or destruction shall not terminate this Lease, but Lessee shall be entitled to a proportionate reduction of rent from the event of damage or destruction until the Premises have been restored (but not to exceed 150 days) to be based on the extent to which the repairs or restoration interferes with the operation of Lessee's business. The determination of the amount and duration of the proportionate reduction shall be made by Lessor in its reasonable judgment. In the event Lessee fails to complete such repairs or restoration within said 150 days, Lessor shall have the right to terminate this Lease on 15 days written notice to Lessee. Lessor shall have the alternative right of completing said repairs or restoration, in which event Lessor's costs and expenses shall be paid by Lessee as Additional Rent within 15 days after demand by Lessor.

15. EMINENT DOMAIN: (a) "**Taking**" shall be defined as a taking of all or any part of the Premises or the commencement of any proceedings or negotiations which might result in a taking for any public or quasi-public purposes by exercise of the right of eminent domain, similar government power or agreement between Lessor, Lessee and/or the entity authorized to exercise such power or conduct such negotiations. If Lessee is notified of a Taking, Lessee shall promptly give written notice thereof to Lessor describing the nature and extent of the Taking together with copies of any documents or notices received in connection therewith.

(b) In case of a Taking of the entire Premises ("**Total Taking**"), this Lease shall terminate as of the date of the Total Taking, and all Rent, Taxes and Additional Rent shall be apportioned and paid to the date of the Total Taking. Total Taking shall include a taking of substantially all the Premises if, in the sole determination of Lessor, the remainder of the Premises cannot reasonably be made useable for the permitted use. Lessor shall be entitled to receive the entire award or payment in connection with a Total Taking without deduction for Lessee's leasehold estate. Lessee hereby expressly assigns to Lessor all of its right, title and interest (including, without limitation, its leasehold interest) in and to every such award or payment. Lessee shall be entitled to claim and receive any award or payment from the condemning authority expressly granted for the taking of Lessee's personal property and moving expenses, but only if such claim or award does not adversely affect or interfere with the prosecution of, or reduce, Lessor's claim or award for the Total Taking. Lessee shall be responsible for filing its own claim and for paying all costs including, but not limited to, attorney's fees, related thereto. Lessee shall promptly send Lessor copies of all correspondence and pleadings relating to any such claim.

(c) In case of a temporary use of all or any part of the Premises by a Taking ("**Temporary Taking**"), this Lease shall remain in full force and effect without any reduction or abatement of Rent, Taxes or Additional Rent. Except as provided below, Lessee shall be entitled to the entire award for a Temporary Taking, unless the period of use shall extend beyond the termination or expiration of this Lease, in which case the award made for such Temporary Taking shall be apportioned between Lessor and Lessee as of the date of termination or expiration. At the end of a Temporary Taking, Lessee shall, at its own cost and expense promptly commence and complete the restoration of the Premises.

(d) In the event of a Taking other than a Total Taking or a Temporary Taking ("**Partial Taking**"), all awards, compensation or damages shall be paid to Lessor, and Lessor shall have the right to terminate this Lease or continue this Lease, in either case upon notice to Lessee. If Lessor elects to terminate this Lease, this Lease shall terminate on such reasonable date as is selected by Lessor based on the circumstances of the Partial Taking. Lessee shall thereupon vacate and surrender the Premises, and all further obligations of the parties shall cease from and after the termination date (but obligations accruing, or relating to acts or omissions occurring, up to and including the termination date shall not cease or be released). If Lessor

elects to continue this Lease, then (i) this Lease shall continue and Rent, Taxes, Additional Rent and obligations due under this Lease shall continue unabated and (ii) Lessee shall promptly commence and diligently complete the restoration of the Premises, subject to the approval of Lessor, to the same condition, as nearly as practicable, as prior to the damage, destruction or alterations resulting from the Partial Taking. In such event, Lessor shall make available in installments as restoration progresses an amount up to but not exceeding the amount of any award, compensation or damages received by Lessor, upon request of Lessee accompanied by evidence reasonably satisfactory to Lessor that such amount has been paid or is due and payable and is properly a part of such costs and that Lessee has complied with the requirements in Section 8 (with respect to Alterations) in connection with the restoration. Lessor shall be entitled to keep any portion of such award, compensation or damages which may be in excess of the cost of restoration, and Lessee shall bear all additional costs, fees and expenses of such restoration in excess of the amount of any such award, compensation or damages.

16. LIENS: If any act or omission of Lessee or claim against Lessee results in a lien or claim of lien against the Premises ("**Lien**"), Lessee upon notice thereof shall promptly remove or release the Lien by posting of bond or otherwise. If not so removed or released in 15 days after notice from Lessor, Lessor may (but need not) pay or discharge the Lien without inquiry as to the validity thereof at Lessee's expense. Lessee may contest the Lien by first furnishing Lessor with a sufficient surety bond issued by a reputable surety company satisfactory to Lessor and its title insurance company.

17. ENCUMBRANCES: This Lease shall be subordinate to any mortgage or deed of trust presently or hereafter placed upon the Premises. Although the foregoing subordination shall be self-operative and no future instrument of subordination shall be required, upon request by Lessor, Lessee shall execute and deliver whatever subordination instruments may be required by the mortgagee (or other lienholder), and if Lessee fails so to do within ten (10) days, Lessee hereby makes, constitutes and irrevocably appoints Lessor as its agent and attorney-in-fact, which appointment shall be deemed coupled with an interest, with authority to execute and deliver such instruments on Lessee's behalf.

18. LESSOR'S EXPENDITURES FOR LESSEE'S BREACH: Lessor may (but need not), in the event of Lessee's breach of any of its obligations or undertakings in this Lease, perform and satisfy any such obligations or undertakings or cure such breach. Lessor's costs and expenditures in connection therewith shall be at Lessee's expense and shall be payable by Lessee as Additional Rent on demand by Lessor.

19. QUIET ENJOYMENT: Lessor represents that it is the owner of the Premises and that it is legally empowered to execute this Lease. Lessor covenants that Lessee, on payment of the Rent and Additional Rent and performance of Lessee's obligations herein, shall peacefully and quietly have, hold and enjoy the Premises.

20. ASSIGNMENT AND SUBLETTING: (a) Without first obtaining the written consent of Lessor, which Lessor may grant or withhold in its sole discretion, Lessee shall not: (i) assign this Lease or any interest herein; (ii) sublet the Premises or any part thereof; (ii) permit any other party to occupy or use the Premises or any part thereof. Notwithstanding the foregoing, if Franchisor consents to the assignment of the Franchise Agreement, Lessor shall not unreasonably withhold its consent to the assignment of this Lease; provided, however, in such event the assignee shall be required, as a condition of Lessor's consent, to amend this Lease to delete any rent or other concessions or exceptions to Lessor's standard policies that were granted to Lessee.

(b) If the Franchise Agreement is terminated or expires and Lessor does not terminate this Lease in connection therewith (this Lease and all of Lessee's obligations hereunder shall remain in effect), Lessee shall have the right to sublease the Premises but only upon receiving the advance written consent of Lessor, which consent shall not be unreasonably withheld. If Lessee proposes to sublease the Premises, Lessee

shall submit to Lessor all the material terms of the proposed sublease (together with a copy of the proposed sublease), the identity of the proposed subtenant and any guarantors, the proposed use of the Premises and the business background and experience of the proposed subtenant. Upon receipt of all the foregoing information, Lessor shall within 30 days notify Lessee whether Lessor consents to the proposed sublease, consents to the sublease subject to certain conditions being met, refuses to consent to the proposed sublease or exercises its right to terminate this Lease. Failure of Lessor to respond within 30 days shall be deemed to be Lessor's refusal to consent to the proposed sublease. If Lessor consents to a sublease, Lessee shall remain liable for all obligations under this Lease.

21. SIGNS AND FIXTURES: (a) Subject to compliance with applicable laws and ordinances, Lessee shall have the right at all times during the Term to erect and maintain such free-standing signs and interior and exterior building signage as is approved in advance by Lessor for the sole purpose of advertising the business authorized by the Franchise Agreement. Lessee shall not install or erect or permit others to install or erect billboards or other advertising media on the Premises, said right being hereby exclusively reserved by Lessor.

(b) Any signs, equipment, trade fixtures or other personal property (collectively, "**Personalty**") that Lessee has a right to remove from the Premises shall be removed by Lessee by the earliest to occur of expiration of this Lease, termination of this Lease, termination of Lessee's right to possession of the Premises, or the vacating or abandonment of the Premises by Lessee. Any Personalty remaining at the Premises after such period shall, at Lessor's election which may be made at any time following expiration of such period, be deemed abandoned in which event Lessor shall have all right, title and interest in and to the remaining Personalty available to landlords under law in such circumstances and also including, without limitation, the right (but not the obligation), at Lessee's expense, to remove and store and/or dispose of such remaining Personalty. Lessee shall be liable for any damage to the Premises caused by the removal of Personalty by, or on behalf of, Lessee or its lienholders or their agents, contractors or employees. Lessee shall promptly pay Lessor 115% of the cost and related expenses of any repairs or replacements incurred by Lessor as a result of such damage (Lessor and Lessee hereby expressly agreeing that 15% is a reasonable amount to compensate Lessor for its administrative expenses) plus attorneys' fees incurred and court costs incurred by Lessor.

(c) Lessor hereby expressly claims, and reserves, the benefit of any and all landlord lien rights available to landlords under applicable law.

22. GUARANTY FOR CORPORATE LESSEE: Each party signing this Lease as a guarantor ("**Guarantor**"), as an owner (stockholder, member, partner, etc.) of, or otherwise financially interested in, Lessee, hereby jointly and severally guarantees to Lessor the payment of Rent and Additional Rent to be paid by Lessee and the performance by Lessee of all of the terms and conditions of, and Lessee's obligations under this Lease. Guarantor waives any notices hereunder or acceptance hereof and consents to any extension of time, indulgence or waivers granted by Lessor to Lessee or any other action or modification of the Lease terms whereby the liability of the Guarantor but for this provision would be released. Guarantor agrees to pay all of Lessor's expenses, including attorney's fees, incurred by Lessor in enforcing this guarantee or the obligations of Lessee herein.

23. DEFAULT AND REMEDIES: (a) The occurrence of any one or more of the following events shall constitute an event of default by Lessee ("**Event of Default**") and shall trigger Lessor's rights and remedies listed and referenced below:

(i) failure by Lessee to pay when due any Rent or Additional Rent ("**Monetary Breach**"), unless such failure is cured within 15 days after notice from Lessor;

(ii) failure by Lessee to observe or perform any term or condition of, or obligation under, this Lease other than an Event of Default described in items (i) or (iii) of this subsection, unless such failure is cured within 30 days after notice from Lessor; or

(iii) (1) making by Lessee or any Guarantor of a general assignment for the benefit of creditors, (2) filing by or against Lessee or any Guarantor of a petition to have Lessee or such Guarantor adjudged a bankrupt or of a petition for reorganization or arrangement under any Laws relating to bankruptcy, insolvency or inability to pay debts (unless, in the case of a petition filed against Lessee or such Guarantor, the petition is dismissed within 30 days), (3) appointment of a trustee or receiver to take possession of substantially all of Lessee's assets at the Premises or of Lessee's interest in this Lease, where such possession or interest is not restored to Lessee within 30 days, (4) attachment, execution or other judicial seizure of substantially all of Lessee's assets at the Premises or of Lessee's interest in this Lease, (5) Lessee's or any Guarantor's insolvency or admission of the inability to pay its debts as they mature, (6) Lessee vacating or abandoning the Premises (this Event of Default being separate and distinct from a breach of Section 5(b) of this Lease), (7) falsification by Lessee of any statement or report required to be submitted to Lessor under this Lease, (8) any Monetary Breach or any Event of Default or any combination of any Monetary Breach and/or any Event of Default in three consecutive months or in any four months during any twelve consecutive months regardless of whether Lessee has cured any or all of such previous Monetary Breach(es) or Event(s) of Default, or (9) default by the Franchisee under the Franchise Agreement or any event which constitutes immediate and automatic termination of the Franchise Agreement.

(b) Lessee hereby agrees that the only notices necessary to notify it of a breach or Event of Default or to terminate this Lease are those enumerated herein and that any and all other notices and demands required by Laws are hereby expressly waived by Lessee (to the fullest extent legally permissible). The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Laws, but Lessor may at any time elect to comply with such notice and cure periods provided by Laws in lieu of the notice and cure periods provided herein.

(c) If an Event of Default occurs, Lessor shall have the following rights and remedies to the fullest extent permitted by Laws, which shall be distinct, separate and cumulative with, and in addition to, any other right or remedy allowed under Laws or this Lease:

(i) With or without terminating this Lease, Lessor may terminate Lessee's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means (and if Laws permit and Lessor shall not have expressly terminated this Lease by written notice, any such action shall be deemed a termination of Lessee's right of possession only). In such event, Lessor shall be entitled to recover from Lessee: (1) any unpaid Rent and Additional Rent as of the date possession is terminated; (2) the amount by which (A) any unpaid Rent and Additional Rent which would have accrued after the termination date during the balance of the existing Term exceeds (B) the rent (less any and all costs and expenses Lessor would reasonably incur in re-letting the Premises) Lessee proves that Lessor should receive for the Premises under a lease substantially similar to this Lease for the balance of the existing Term (considering, among other things, the condition of the Premises, market conditions, the period of time the Premises may remain vacant before Lessor is able to re-lease the Premises to a suitable replacement tenant); and (3) all other damages incurred by Lessor proximately caused by Lessee's failure to perform its obligations under this Lease. The amounts computed in accordance with foregoing subpart (2) (not including Lessor's costs and expenses of re-letting) shall be discounted to present value in accordance with accepted financial practice at the rate of three percent (3%) per year.

(ii) With or without terminating this Lease, Lessor may terminate Lessee's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means (and if Laws permit and Lessor shall not have expressly terminated this Lease by written notice, any such action shall be deemed a termination of Lessee's right of possession only). In such event, Lessor shall be

entitled to recover from Lessee: (1) any unpaid Rent and Additional Rent as of the date possession is terminated; (2) any unpaid Rent and Additional Rent which accrues during the existing Term from the date possession is terminated through the time of judgment (or which may have accrued from the time of any earlier judgment obtained by Lessor), less any consideration received from replacement tenants as further described below; and (3) all other damages incurred by Lessor proximately caused by Lessee's failure to perform its obligations under this Lease, including without limitation, all costs of re-letting the Premises. Lessee shall pay all such amounts to Lessor as the same accrue or after the same have accrued from time-to-time upon demand. At any time after terminating Lessee's right to possession as provided herein, Lessor may terminate this Lease as provided in this Lease, and Lessor may pursue such other remedies as may be available to Lessor under this Lease or Laws.

(iii) If this Lease or Lessee's right to possession is terminated, Lessor may, at Lessee's cost and expense: (1) enter and secure the Premises, change the locks, install barricades, remove any improvements, fixtures or personal property of Lessee, perform any decorating, remodeling, repairs, alterations, improvements or additions and take such other actions as Lessor shall determine in Lessor's sole discretion to prevent damage or deterioration to the Premises or prepare the same for reletting, and (2) relet all or any portion of the Premises for any rent, use or period of time, and upon any other terms as Lessor shall determine in Lessor's sole discretion, directly or as Lessee's agent (if permitted or required by Laws). The consideration received from such reletting shall be applied pursuant to the terms of Section 23(c)(v) hereof, and if such consideration, as so applied, is not sufficient to cover all Rent, Additional Rent and damages to which Lessor may be entitled hereunder, Lessee shall pay any deficiency to Lessor as the same accrues or after the same has accrued from time to time upon demand, subject to Lessor's right to accelerate such payments as provided herein.

(iv) Lessor shall at all times have the right without prior demand or notice (except as required by Laws) to: (1) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof, and Lessee hereby waives any right to require that Lessor post a bond in connection therewith; and (2) sue for and collect any unpaid Rent or Additional Rent which has accrued.

(v) No re-entry or repossession, repairs, changes, alterations and additions, reletting, acceptance of keys from Lessee, or any other action or omission by Lessor shall be construed as an election by Lessor to terminate this Lease or Lessee's right to possession, or accept a surrender of the Premises, nor shall the same operate to release Lessee in whole or in part from any of Lessee's obligations hereunder, unless express written notice of such intention is sent by Lessor to Lessee. Lessor may bring suits for amounts owed by Lessee hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Lessor's right to collect all amounts to which Lessor is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not theretofore reduced to judgment. Lessor may pursue one or more remedies against Lessee and need not make an election of remedies until findings of fact are made by a court of competent jurisdiction. All rent and other consideration paid by any replacement tenants shall be applied, at Lessor's option: first, to the costs of reletting, second, to the payment of all costs of enforcing this Lease against Lessee or any Guarantor, third, to the payment of all interest and service charges accruing hereunder, fourth, to the payment of Rent and Additional Rent previously accrued, and the residue, if any, shall be held by Lessor and applied to the payment of other obligations of Lessee to Lessor as the same become due (with any remaining residue to be retained by Lessor). Lessor shall be under no obligation to observe or perform any provision of this Lease on its part to be observed or performed which accrues after the date of an Event of Default. Lessee hereby irrevocably waives any right otherwise available under Laws to redeem or reinstate this Lease or Lessee's right to possession after this Lease or Lessee's right to possession is terminated based on an Event of Default.

24. WAIVER AND CUMULATIVE RIGHTS: No waiver by Lessor of any provision or undertaking hereunder shall be valid unless in writing signed by an officer of Lessor. No waiver by Lessor of any breach of, or default under, this Lease by Lessee shall be deemed a waiver of any other or subsequent breach or default. All rights and remedies of Lessor herein provided or allowed by law shall be cumulative.

25. HAZARDOUS MATERIALS AND SUBSTANCES: (a) "**Hazardous Materials**" means any substance, material, waste, gas or particulate matter which now or at any time during the Term is regulated by any local governmental authority, the State in which the Premises is located, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of State law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 251 et seq. (33 U.S.C. Sec. 1317); (vii) defined as "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601).

(b) "**Environmental Laws**" means all statutes specifically described in the foregoing paragraph and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(c) Lessee represents and warrants to Lessor that: (i) no Hazardous Materials will be located on the Premises (except the proper and lawful storage of petroleum products and used oil incident to the lawful use of the Premises in accordance with Section 5 hereof), or will be released into the environment, or discharged, placed or disposed of at, on or under the Premises; (ii) no underground storage tanks will be located on the Premises; (iii) the Premises will not be used as a dump for Hazardous Materials; and (iv) the Premises and the use thereof will at all times comply with Environmental Laws.

(d) Lessee agrees to indemnify, defend and hold harmless Lessor and its parent, subsidiaries, and assignees, from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessor or its subtenants and assignees as a result of: (i) the breach of any representation or warranty made by Lessee herein; and (ii) any occurrence, matter, condition, act or omission involving Environmental Laws or Hazardous Materials which arises subsequent to the Commencement Date and which fails to comply with the Environmental Laws in effect as of the date thereof or any existing common law theory based on nuisance or strict liability in existence as of the date thereof, regardless of whether or not Lessee had knowledge of same as of the date thereof.

26. HOLDING OVER: If Lessee remains in possession of the Premises after the termination or expiration of the existing Term, Lessor may (in Lessor's sole discretion), upon notice to Lessee, deem Lessee a tenant on a month-to-month basis with all Lessee's obligations, liabilities, covenants, representations and warranties in this Lease, except that Fixed Minimum Rent shall be automatically increased by 50% and the Percentage Rent rate increased by 3%. In the absence of such month-to-month notice being given by Lessor, Lessee shall be deemed a hold over tenant and nothing herein or the acceptance or retention of Rent by Lessor shall be deemed a consent to holding over by Lessee.

27. LESSOR'S LIABILITY: Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this

Lease by Lessor, that (i) there shall be absolutely no personal liability on the part of Lessor, its successors or assigns, and its/their officers, directors, employees and agents, to Lessee with respect to any of the terms, covenants and conditions of this Lease, (ii) Lessee waives all claims, demands and causes of action against Lessor's officers, directors, employees and agents in the event of Lessor's breach of any of the terms, covenants and conditions of this Lease, and (iii) Lessee shall look solely to Lessor's interest in the Premises for the satisfaction of each and every remedy of Lessee in the event of any breach by Lessor of this Lease or any other matter in connection with this Lease or the Premises or the Franchise Agreement, such exculpation of liability to be absolute and without any exception whatsoever.

28. LESSOR'S CONSENT: Unless specified otherwise herein, Lessor's consent to any request of Lessee may be conditioned or withheld in Lessor's sole discretion. Lessor shall have no liability for damages resulting from Lessor's failure to give any consent, approval or instruction reserved to Lessor, Lessee's sole remedy in any such event being an action for injunctive relief.

29. EASEMENTS: Lessor shall have the right to grant utility easements on, over, under and above the Premises without the prior consent of Lessee, provided that such easements do not materially interfere with Lessee's long-term use of the Premises.

30. INTEREST: Any monetary obligation of Lessee which is not paid when due shall bear interest from the due date at a rate which is the lower of eighteen percent (18%) per annum or the highest rate permitted by law. This interest rate shall apply as the post-judgment interest rate, regardless of the applicable statutory rate, in the event of any legal actions related to this Lease. This provision does not limit any other remedies as provided hereunder.

31. TIME OF ESSENCE. Time is of the essence with respect to each and every provision of this Lease in which time is a factor.

32. ATTORNEY'S FEES: In the event of any dispute or any judicial or other adversarial proceeding between the parties concerning this Lease, to the extent permitted by law, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled. In addition, Lessor shall, upon demand, be entitled to all attorneys' fees and all other costs incurred in the preparation and service of any notice or demand hereunder, whether or not a legal action is subsequently commenced, and in otherwise enforcing Lessor's rights or Lessee's obligations or undertakings under this Lease. References in this Lease to Lessor's attorneys' fees and/or costs shall mean both the fees and costs of independent counsel retained by Lessor and the compensation and costs of Lessor's in-house counsel incurred in connection with, or attributable to, the matter.

33. WAIVER OF JURY TRIAL: LESSOR AND LESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

34. NOTICES: All notices required or permitted under this Lease shall be in writing, and either (i) personally delivered, (ii) sent by Certified U.S. Mail, return receipt requested, or (iii) sent by reputable, recognized overnight courier service to:

Lessor:

Midas Realty, LLC
4300 TBC Way
Palm Beach Gardens, Florida 33410
Attention: Lease Administration

with a copy to the General Counsel at the same address.

Lessee:

_____
_____
_____

The parties may change their address for notice at any time by notifying the other party in the manner prescribed in this Section.

35. SUCCESSORS AND ASSIGNS: The covenants and conditions hereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, sublessees and assigns of the parties hereto.

36. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties regarding the leasing of the Premises and, excepting any obligations or liabilities that survived the termination or expiration of any prior lease or sublease (which obligations/liabilities shall continue to survive), supersedes any prior agreements or understandings relating thereto. Notwithstanding the foregoing, in the event that Lessee was disclosed with a Franchise Disclosure Document by Franchisor in conjunction with executing this Lease ("**FDD**"), then nothing in this Lease is intended to disclaim any representations by Franchisor in such FDD. This Lease may be modified or amended by, and only by, a written instrument executed by Lessor and Lessee.

37. SURVIVAL: Any rights, obligations and liabilities under this Lease which shall have previously accrued shall expressly survive the expiration or termination of this Lease.

38. COUNTERPARTS AND ELECTRONIC COPIES. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement. Any copy of this Lease and the signatures thereon sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Lease.

39. CALIFORNIA ONLY: REQUIRED ACCESSIBILITY DISCLOSURE. The Premises has not undergone an inspection by a Certified Access Specialist (CASp). The parties acknowledge and agree a CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under California state law. Although state law does not require a CASp inspection of the Premises, Lessor may not prohibit Lessee from obtaining a CASp inspection of the Premises for the occupancy of the Lessee, if requested by Lessee. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Any necessary repairs or modifications to bring the Premises into compliance with construction-related accessibility standards, which are disclosed by the CASp inspection report, are presumed to be the responsibility of Lessee unless otherwise agreed to by the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LESSOR:

Midas Realty, LLC

By: _____
Lon Novatt, VP Real Estate & Construction

LESSEE:

[*Insert Entity Name]*

By: _____
, President/Managing-Member

GUARANTOR(S):

_____
, Individually

_____
, Individually

EXHIBIT F-2: SUBLEASE

MIDAS SHOP SUBLEASE

Street
City

This Midas Shop Sublease ("Sublease"), dated _____, 20___, is by and between Midas Realty, LLC, a Delaware limited liability company, of 4300 TBC Way, Palm Beach Gardens, Florida 33410 ("Sublessor"), and _____, a _____, of _____ ("Sublessee").

1. SUBLEASE: (a) This is a Sublease and is subject to and subordinate in all respects to a certain lease dated _____ ("Head Lease"), between Sublessor as the lessee and _____, as the lessor ("Landlord"). A copy of the Head Lease is attached hereto as Exhibit A and by reference is incorporated herein. Sublessee hereby acknowledges and agrees that this Sublease is a triple net lease.

(b) Sublessee expressly assumes and agrees to perform under this Sublease all of the covenants made by, and obligations imposed on, Sublessor as the lessee under the Head Lease. Sublessee agrees that nothing herein contained shall be deemed to grant Sublessee any rights which would conflict with any of the covenants and conditions of the Head Lease, and Sublessee agrees that it will do nothing in, on or about the Premises (as hereinafter defined) or fail to do anything which would result in the breach by Sublessor of its covenants and obligations under the Head Lease.

(c) Further, nothing contained herein shall be construed as a guarantee by Sublessor of any of the obligations, covenants, warranties, agreements or undertakings of the Landlord or as an absolute or unconditional undertaking by Sublessor on the same terms as are contained in the Head Lease. Notwithstanding anything herein to the contrary, in the event Sublessor becomes entitled as the lessee under the Head Lease, to make or forbear making any election, give or receive any notice, grant or withhold any approval, do any act, or otherwise enforce any right or exercise any remedy under any of the provisions of the Head Lease, Sublessor, in its sole and absolute discretion, may either take or forbear taking such action as it deems appropriate for the protection of its interests as the lessee, or may assign to Sublessee, without recourse upon or liability of any kind to Sublessor, such rights as Sublessor may have in the matter under the Head Lease. Without limiting the generality of the foregoing, Sublessee shall in no event have the right to exercise any right, privilege, or prerogative conferred upon the lessee in the Head Lease which relates in any way to construction, alteration, remodeling, reconstruction, restoration, or rebuilding of any improvements on the Premises, but Sublessor alone, as the lessee in the Head Lease, shall exercise all such rights, privileges, and prerogatives and shall enforce all such provisions so as to bring about, to the best of its ability, the construction, alteration, remodeling, reconstruction, restoration or rebuilding of improvements of substantially the character provided for in the Head Lease. Sublessee hereby expressly acknowledges that Sublessor has made no representations or warranties, express or implied, as to the adequacy, condition or usefulness of the building on the premises and any such representation or warranty, statutory or otherwise is hereby waived by Sublessee.

(d) This Sublease is and shall be subject and subordinate to any existing mortgage, deed of trust or other encumbrance now or hereafter placed against title to the Premises or the property of which the Premises are a part.

2. PREMISES: Sublessor hereby subleases to Sublessee and Sublessee hires from Sublessor the premises together with the Midas Shop building thereon at _____ ("Premises") as described in the Head Lease.

3. TERM: The term of this Sublease shall commence on _____ ("Commencement Date"), and expire on _____. The initial term including any extensions or renewals shall be defined as the "Term." If the Commencement Date is a day other than the first day of the calendar month, then the initial term shall include that period of time from the Commencement Date up to the first day of the next calendar month and any subsequent lease year shall be the twelve (12) month period beginning on the first day of such month.

4. RENT: (a) The rent payable by Sublessee to Sublessor during each year of the Term shall be: (i) fixed minimum rent specified in the below table ("**Fixed Minimum Rent**") (which Fixed Minimum Rent may be increased as described in Section 4(g) below); or (ii) 7% of "Gross Sales" (as hereinafter defined) during such year ("**Percentage Rent**"); WHICHEVER SHALL BE THE LARGER AMOUNT. "Rent" shall mean Fixed Minimum Rent and Percentage Rent collectively. "Additional Rent" shall mean all other monetary obligations of Sublessee under this Sublease including, but not limited to, Taxes (as hereinafter defined).

Period	Monthly Fixed Minimum Rent	Annual Fixed Minimum Rent

(b) Rent and Additional Rent shall be absolutely net to Sublessor without any right of offset, deduction, claim or withholding by Sublessee, so that this Sublease shall yield to Sublessor the Rent and Additional Rent specified during the Term. All costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid and performed by Sublessee.

(c) Fixed Minimum Rent installments shall be paid on the first day of each month in advance. All payments of Fixed Minimum Rent, Percentage Rent, Taxes and other Additional Rent due under this Sublease shall be made by electronic payment transactions through automated clearing house debits. Sublessee hereby authorizes Sublessor to debit from its bank account the amount of such payments on the first day of each month or on such other applicable due date or any time thereafter. The foregoing authorization shall be self operative and need no further written agreement; provided, however, Sublessee shall, upon request, sign Sublessor's standard "ACH Agreement". If Sublessor directs Sublessee in writing to do so, the foregoing payments shall be made to Sublessor at P.O. Box 205256, Dallas, TX 75320-5256, or at such other place, or in such other manner, as designated in writing by Sublessor.

(d) With respect to Percentage Rent and Gross Sales:

(i) "Gross Sales" shall mean and include all sales of merchandise or products of any kind and all charges for service or labor done in, on and from the Premises for cash or credit regardless of the collection thereof, but excluding sales taxes and bona fide refunds.

(ii) Sublessee shall deliver to Sublessor, on or before March 1st of each year of the Term (or within 60 days after the termination or expiration of the Term, if the Term does not end on December 31st), a statement of Gross Sales for the previous year, which statement shall be certified by Sublessee and signed by Sublessee's accountant.

(iii) Concurrently with the delivery of said statement, Sublessee shall pay as Percentage Rent owing for the previous year, the total Percentage Rent payable for the year (or partial year) less the total Fixed Minimum Rent paid for the previous year.

(iv) Sublessee shall keep and preserve for at least three (3) years after delivery of the annual statement under the above (ii) full, complete and true records of all sales and business transactions, including bank statements, in manner and form satisfactory to Sublessor. Sublessor's representatives shall have access to said records at any and all reasonable times for the purposes of examination or audit thereof to verify said annual statements.

(v) For purposes of this Paragraph 4, "year" shall mean calendar year ending December 31st.

(e) In the event the Head Lease contains a provision which results in the rent payable by Sublessor under the Head Lease being adjusted on the basis of the cost of constructing, altering or remodeling improvements on the Premises, or being adjusted because of cost of living index changes or other cause, or being increased based on percentage rent, and in the event such an adjustment or increase is made under the Head Lease, the Fixed Minimum Rent payable hereunder shall be adjusted by the same percentage.

(f) In the event this Sublease is assigned under the provisions of Paragraph 16 hereof or if the ownership of Sublessee is transferred, at the election of Sublessor, Fixed Minimum Rent or Percentage Rent, as the case may be, shall be the larger of the following:

(i) the annual rental then currently being paid by Sublessee under this Sublease;

(ii) the annual rental then provided for in the Head Lease plus that percentage mark-up then currently charged by Sublessor; or

(iii) the percentage of Sublessee's Gross Sales during such year as is then charged by Sublessor.

(g) On or before 120 days prior to the 5th anniversary of the Commencement Date, Sublessor may, in its sole discretion, make and submit to Sublessee, a written Fair Market Rent proposal to apply beginning on the 5th anniversary of the Commencement Date. "Fair Market Rent" shall be defined as the then fair market rent for the Premises reflecting the physical condition of the Premises at such time (including an adjustment for any needed repairs or maintenance).

(i) Sublessor's Fair Market Rent proposal shall become the Fixed Minimum Rent beginning on the 5th anniversary of the Commencement Date for the remainder of the Term, unless within 30 days following Sublessee's receipt of Sublessor's proposal:

(1) Sublessor and Sublessee agree on a different Fair Market Rent which shall then become the Fixed Minimum Rent; or

(2) Sublessee makes a written, alternate Fair Market Rent proposal to Sublessor ("Sublessee's Proposal"). If the parties do not agree on the Fair Market Rent within 15 days after Sublessor receives Sublessee's Proposal, the Fair Market Rent shall be determined by arbitration conducted by the American Arbitration Association ("AAA") in accordance with the process set forth in Subsection 4(g)(ii) hereof;

(ii) if the Fair Market Rent is to be determined by arbitration, Sublessor and Sublessee shall jointly submit the arbitration to the AAA. If either party fails to sign the joint submission within five days after request by the other party, either party shall have the right to initiate the arbitration alone. Submission of the arbitration to the AAA under this Subsection 4(g)(ii) is sometimes referred to herein as "Submission". The arbitration shall be conducted:

(1) pursuant to the AAA's "Arbitration Rules for the Real Estate Industry", except as otherwise stated herein;

(2) by a single arbitrator appointed by the AAA; provided, however, either party shall have the right to require that the arbitration be conducted by three arbitrators provided that such right is exercised no later than the time of Submission, in which event each party shall select an arbitrator within 15 days following Submission and the two arbitrators shall appoint a third arbitrator;

(3) in the city of the AAA's local or regional office nearest the Premises;

(4) under the AAA's "Expedited Procedures" process;

(5) without depositions, but with document discovery;

(6) on documents submitted by each party and without a hearing;

(7) in the "baseball arbitration" style with the arbitrator(s) being limited to choosing either Sublessee's Proposal or Sublessor's Proposal;

(8) without a reasoned opinion;

(9) with the arbitrator(s) being required to issue his/her/their decision within 45 days after Submission, and, to that end, the arbitrator(s) shall have the right to schedule the arbitration process accordingly;

(10) with each party paying its own costs and expenses (including, but not limited to, appraiser and attorney fees). In a single arbitrator proceeding, Sublessor shall pay the arbitrator's fee, the AAA's fee and the administrative costs of the arbitration. In a three arbitrator proceeding, each party shall pay the fee of the arbitrator it selected, one-half of the AAA's fee for a single arbitrator proceeding and one-half of the administrative costs of a single arbitrator proceeding, and the party requesting the three arbitrator proceeding shall pay the third arbitrator's fee, any additional fee charged by the AAA for a three arbitrator proceeding and the administrative costs in excess of those for a single arbitrator proceeding; and

(11) with the decision of the arbitrator(s) being binding on Sublessor and Sublessee. Notwithstanding anything to the contrary contained herein, the decision of the arbitrator shall not reduce the Fixed Minimum Rent below the amount of the Fixed Minimum Rent in effect when the Sublessor's Proposal was initially submitted to Sublessee.

(h) Additionally, Sublessor shall be entitled to submit a written Fair Market Rent proposal 120 days prior to the 10th, 15th, and 20th anniversary (if applicable) of the Commencement Date as provided herein for a new determination of Fair Market Rent for the Premises utilizing the same time frames and processes described herein (with the new Fixed Minimum Rent amount becoming effective on each such anniversary date).

(i) If the Fixed Minimum Rent is adjusted to the Fair Market Rent as discussed in Sections 4(g) or 4(h), and thereafter the Fixed Minimum Rent plus mark-up as determined in accordance with Sections 4(a) and 4(e) becomes greater than such Fair Market Rent amount, then the Fixed Minimum Rent determined in accordance with Sections 4(a) and 4(e) shall apply upon notice to Sublessee from Sublessor.

5. CONDITION OF PREMISES; MAINTENANCE: (a) Sublessee acknowledges and agrees that it has inspected, or has had a sufficient opportunity to inspect, the Premises and hereby accepts the Premises "AS-IS" and "WHERE-IS" with no representation or warranty by Sublessor as to the condition of the Premises or the fitness of the Premises for any particular purpose or use.

(b) Except to the extent that Landlord is clearly and expressly obligated under the Head Lease to do so, Sublessee shall, at its expense, at all times during the Term keep the entire Premises including, but not limited to, the interior and exterior, structural and non-structural elements, foundation, floor, roof and roof system, utility systems and installations, parking area and driveways, sidewalks, landscaping, immediately surrounding areas, appurtenances, fixtures and equipment in good, safe, clean, sanitary, debris-free and well-maintained condition and shall do and make, on a timely and diligent basis, all maintenance, repairs and replacements as are necessary and appropriate to keep the Premises in the condition required by this Sublease, regardless whether the benefit of such maintenance, repairs and replacements may extend beyond the Term. Without limiting the foregoing, Sublessee shall keep and maintain the Midas Shop at the Premises in accordance with the requirements of the Franchise Agreement relating to interior and exterior design and appearance, Franchisor indicia, painting and décor, floor layout, character of interior furnishings, signs, emblems, logos, lettering, pictorial materials and condition of the Midas Shop premises. With respect to any maintenance, repair and replacement obligations of Landlord, Sublessor's sole obligation shall be to make reasonable efforts to require Landlord to perform such obligations; provided, however, in no event shall Sublessor be required to institute or maintain legal or arbitration proceedings. In no event shall Sublessor have any obligation to do or make any maintain, repair or replacements to or of the Premises.

(c) Upon expiration or termination of this Sublease, Sublessee shall deliver the Premises to Sublessor in the condition required by Paragraph 5(b), reasonable wear and use excepted.

6. USE: (a) Sublessee shall use the Premises solely for the activities authorized by the Franchise Agreement and none other.

(b) Sublessee shall, during the Term, occupy the Premises and diligently operate its business at the Premises and keep the business open to the public during the business days and hours as Franchisor may from time-to-time prescribe.

(c) Sublessee, in its use, occupancy, maintenance and repair of the Premises, shall comply with all the terms and conditions of this Sublease and the Franchise Agreement.

6. CALIFORNIA ONLY: (d) REQUIRED ACCESSIBILITY DISCLOSURE. The Premises has not undergone an inspection by a Certified Access Specialist (CASp). The parties acknowledge and agree a CASp can inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under California state law. Although state law does not require a CASp inspection of the Premises, Sublessor may not prohibit Sublessee from obtaining a CASp inspection of the Premises for the occupancy of the Sublessee, if requested by Sublessee. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. Any necessary repairs or modifications to bring the Premises

into compliance with construction-related accessibility standards, which are disclosed by the CASp inspection report, are presumed to be the responsibility of Sublessee unless otherwise agreed to by the parties in writing.

7. SUBLESSEE'S FRANCHISE AGREEMENT: In conjunction with the execution of this Sublease, Sublessee is entering into a franchise agreement with Midas International, LLC (Sublessor's affiliate, "Franchisor") ("Franchise Agreement"). The term Franchise Agreement shall include any extension of the franchise agreement or franchise relationship, any renewal Franchisor franchise agreement and, in Sublessor's sole discretion, any operating agreement or license under which the business continues to operate following the termination or expiration of the formal Franchise Agreement. Sublessee agrees that if the Franchise Agreement shall expire or be terminated for any reason by Sublessee or by Franchisor or in any manner, Sublessor shall have the unqualified and absolute right to terminate this Sublease upon written notice to Sublessee. Upon giving said notice, Sublessor shall have the right to immediately re-enter and take possession of the Premises or it may institute summary or holdover proceedings to evict Sublessee and all those in possession of the Premises by reason of the termination of this Sublease as herein provided. Sublessee agrees that the notice provided for herein shall be the only notice required and expressly waives all other notices provided for by statute or law. Sublessee acknowledges and agrees that the foregoing termination provision is a material business term of this Sublease (and is in addition to, and separate and distinct from, the termination of this Sublease as a Sublessor remedy upon an Event of Default, as hereinafter defined).

8. SECURITY DEPOSIT: Upon execution of this Sublease, Sublessee shall deposit with Sublessor an amount equal to two month's Fixed Minimum Rent and Taxes as a security deposit ("Security Deposit"). Sublessor shall have the right from time-to-time during the Term to increase the required Security Deposit to an amount equal to the two-twelfths of the total of the then-current annual Fixed Minimum Rent and Taxes. The Security Deposit shall be held by Sublessor, without any obligation to pay interest thereon, as security for the performance by Sublessee of its covenants and obligations under this Sublease, it being expressly agreed that the Security Deposit is not an advance payment of Rent or a measure of Sublessor's damages in the event of any breach or default by Sublessee. If at any time during the Term any Rent or Additional Rent is overdue or if Sublessee fails to perform and keep any of its covenants or obligations under this Sublease, Sublessor may, at its option, apply any portion of the Security Deposit to the payment of such overdue Rent or Additional Rent or to compensate Sublessor for loss, cost or damage sustained, incurred or suffered by it due to such breach by Sublessee. If the Security Deposit or any portion thereof is applied by Sublessor, Sublessee shall, upon written demand of Sublessor, remit to Sublessor a sufficient amount to restore the Security Deposit to the amount required to be on deposit at that time. Any portion of the Security Deposit on deposit at the expiration or termination of this Sublease shall be returned Sublessee at such time (if any) as Sublessor determines that Sublessee had fulfilled its obligations under this Sublease; provided, however, Sublessee expressly acknowledges and agrees that the return of any portion of the Security Deposit by Sublessor shall not be deemed to be an admission by Sublessor that Sublessee has fulfilled any of its obligations under this Sublease. If Sublessor applies the Security Deposit in accordance with the terms of this paragraph, such application shall not constitute a waiver of any of Sublessor's rights or remedies under this Sublease, nor shall such application constitute an accord and satisfaction. Sublessor shall have the right to commingle the Security Deposit with Sublessor's other funds, and Sublessee hereby consents thereto.

9. LICENSES AND COMPLIANCE WITH LAWS: Sublessee shall comply with, and shall not use or permit the use of the Premises in violation of, all Laws (as hereinafter defined). "Laws" shall be defined as all applicable governmental and quasi-governmental laws, statutes, ordinances, regulations and orders including, but not limited to Environmental Laws and the ADA (as hereafter defined). Sublessee agrees that it shall be responsible for complying in all respects with the Americans with Disabilities Act of

1990, as such act may be amended from time to time, and all regulations promulgated thereunder, and all state and local Laws relating to disabled or handicapped persons (collectively, "ADA"), affecting the Premises including, but not limited to, making required so-called readily achievable or reasonable changes to remove any architectural or communications barriers and providing auxiliary aides and services at the Premises. Sublessee shall maintain and procure at its own expense and responsibility all licenses, permits or inspection certificates required by any governmental authority respecting Sublessee's use of, or business at, the Premises. Sublessee may contest the Laws and, if required, may join Sublessor's name as a nominal party in any such contest. In such event Sublessee shall indemnify Sublessor against any costs, penalties or attorney's fees incurred by or asserted against Sublessor by virtue thereof.

10. HEAD LEASE INCLUSIONS AND EXCLUSIONS: The parties hereby agree that all of the provisions (including addenda and exhibits) of the Head Lease are by reference hereby adopted and included in this Sublease as if fully written herein and as if the word "Sublessor" was written wherever the word "Lessor" or "Landlord" appears in the Head Lease and the word "Sublessee" was written wherever the word "Lessee" or "Tenant" appears in the Head Lease. The provisions or portions thereof of the Head Lease which are amended by this Sublease and/or in conflict with this Sublease shall not apply and in the event of any conflict between the Head Lease and this Sublease, the Sublease shall control. In the event a provision appearing in this Sublease covers the same (or equivalent) subject matter as an adopted and included provision of the Head Lease, both provisions (to the extent possible) and the stricter obligations or requirements shall apply. For avoidance of doubt, any right of first refusal, rental rates, term, or renewal options in the Head Lease are hereby excluded from this Sublease.

11. INSURANCE: (a) With respect to the adopted and included provisions of the Head Lease pertaining to insurance obligations, which are assumed by Sublessee, it is agreed as follows:

(i) The insured parties under all of said policies shall be as their interests may appear and shall include Sublessee, Sublessor, the lessor under the Head Lease, and the mortgagee of the lessor under the Head Lease.

(ii) In the event Sublessee fails to provide, or maintain in effect at all times during the term of this Sublease including any extensions or renewals thereof, the requisite fire and extended coverage insurance specified in the Head Lease, Sublessor shall have the right to obtain such insurance on Sublessee's behalf. The insurance obtained by Sublessor shall be subject to certain loss deductible amounts depending upon the nature of the casualty, and Sublessee shall be responsible for such loss deductible amounts. Such loss deductible amounts shall be subject to change from time to time. The insurance obtained by Sublessor may be via Sublessor's blanket policies. The cost of the insurance obtained by Sublessor shall be owed by Sublessee as Additional Rent payable by Sublessee to Sublessor on the first day of the next month.

(iii) The public liability insurance required pursuant to the Head Lease shall be promptly obtained and maintained by Sublessee at his own cost and responsibility, with certificates thereof to be supplied to Sublessor.

(b) Neither Sublessor nor Sublessee shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended coverage endorsements, regardless whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors.

(c) Sublessee acknowledges that the Franchise Agreement may obligate it (as the Franchisee) to provide separate and additional insurance coverage and may impose separate and additional insurance requirements than are contained in this Sublease (including any from the Head Lease).

(d) The insurance required under this Sublease (including any requirements from the Head Lease) or the Franchise Agreement shall in no way limit or cap Sublessee's indemnification and hold harmless obligations under this Sublease.

12. INDEMNITY: Sublessee agrees to indemnify, save harmless and defend (with counsel acceptable to Sublessor) Sublessor, its members, managers, officers, agents, employees, representatives, affiliates, subsidiaries, parents and any and all persons acting by, through, under or in concert with them, or any of them, from and against all claims of whatever nature arising from all of the following: (i) any act, omission or negligence of Sublessee or its contractors, agents, servants or employees; (ii) any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring during the Term in or on or about the Premises, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Sublessee or its contractors, agents, servants or employees; (iii) any act, omission or default under any of Sublessee's obligations or undertakings in this Sublease; and (iv) any alleged violation of Laws including, without limitation, Environmental Laws and the ADA. This indemnity and hold harmless Section shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim, governmental investigation, administrative proceeding or civil or criminal litigation arising therefrom, and the defense thereof, including reasonable attorney's fees and costs.

13. TAXES; RENT TAX: (a) Sublessee shall pay prior to delinquency pursuant to bills procured and timely submitted to Sublessee by Sublessor any and all (including annual or annualized) taxes and assessments levied, imposed or assessed on the Premises including, but not limited to, any such taxes, assessments or other governmental charges payable by Sublessee pursuant to the incorporated provisions of the Head Lease ("Tax(es)") subsequent to the Commencement Date, and Sublessor shall be required to pay no Taxes during the Term. Sublessee will exhibit receipts for Tax payments to Sublessor promptly upon payment thereof. Sublessee may, at its expense, contest Taxes in the name of Sublessor if necessary, at all times indemnifying and holding Sublessor harmless from liability for all Taxes. Taxes accrued but not yet paid as of the date of this Sublease shall be paid by Sublessee notwithstanding that such Taxes relate to periods prior to the Commencement Date. All Taxes for the year in which this Sublease terminates or expires shall be prorated so that Sublessee shall only pay the Taxes for any year falling partially within the existing Term, said pro-rata share to be based upon the number of days of the then current tax fiscal year, falling within the existing Term.

(b) Sublessee shall also pay promptly when due any tax levied, imposed or assessed on or against any Rent or Additional Rent paid or collected under this Sublease, whether the same be called a rent tax, sales tax, excise tax, gross receipts tax, general services tax, or otherwise, irrespective of whether such tax is in lieu of or in addition to taxes and assessments levied, imposed or assessed on the Premises ("Rent Tax"). Sublessee shall reimburse Sublessor any Rent Tax which Sublessor is required to pay or, in fact, pays.

(c) At Sublessor's sole discretion, Sublessee shall deposit with Sublessor (in addition to paying Fixed Minimum Rent) on the first day of each month a sum equal to one-twelfth (1/12th) of the annual or annualized Taxes due and payable for that particular calendar year, and (if applicable) Rent Tax so that as each installment becomes due and payable, Sublessee shall have on deposit with Sublessor a sum sufficient to pay it. If the actual Taxes have not been ascertained at the time a monthly deposit is due under this Sublease, Sublessee shall deposit such amount as is reasonably estimated by Sublessor. Sublessor shall have the right, to be exercised in its reasonable discretion, to determine and set the amount of the monthly deposit from time to time. Sublessor shall also have the right to require Sublessee to deposit a lump sum sufficient to pay each Tax installment and to also pay the Taxes for the current period. When a Tax bill is received, if the amount thereof is in excess of the amount deposited by Sublessee for the period covered by

the Tax bill, Sublessee shall pay such amount to Sublessor forthwith upon demand. If the amount thereof is less than the amount deposited by Sublessee for the period covered by the Tax bill, the excess on deposit may be retained by Sublessor to be used for the payment of future Taxes. Sublessor shall not be responsible for the validity, accuracy or reasonableness of Taxes and shall not be required to pay any interest on Sublessee's deposits of Taxes and Rent Tax. Sublessor shall have no obligation to pay interest on Sublessee's deposits, and Sublessee hereby expressly waives any right, statutory or otherwise, to have Sublessor pay interest. If applicable, upon expiration or termination of this Sublease, when the actual Taxes for the last year(s) of the Term are determined, Sublessee shall pay Sublessor, upon demand, the difference between the actual Taxes and the amount of Taxes previously deposited for such year(s), or portion thereof, by Sublessee. Notwithstanding anything to the contrary herein, if Sublessee should fail to pay any tax payment required herein, in addition to any other remedies provided herein, Sublessor may, if it so elects, pay such taxes. Any sums so paid by Sublessor shall be deemed to be Additional Rent owing by Sublessee to Sublessor and due and payable upon demand as Additional Rent plus interest at the rate set forth in Section 20 from the date of payment by Sublessor until repaid by Sublessee.

14. UTILITIES: Sublessee shall pay for all water, gas, electricity, phone, data transmission, wireless services and other utilities serving the Premises.

15. ALTERATIONS: Sublessee shall not make any alterations, improvements or additions to the Premises ("Alterations") without first obtaining the written consent of Sublessor, which Sublessor may grant or deny at its sole discretion. In the event Sublessor consents to Alterations, the same shall be made by Sublessee at Sublessee's sole expense by a licensed contractor and according to plans and specifications approved by Sublessor and subject to such other conditions as Sublessor and the Head Lease may require. Any Alterations shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply with all Laws and all terms of this Sublease. Upon completion of any Alterations, Sublessee shall promptly give Sublessor: (i) evidence of full payment to all laborers and materialmen together with all appropriate final lien waiver and release documents; (ii) an architect's certificate certifying the Alterations to have been completed in conformity with the approved plans and specifications; and (iii) a certificate of occupancy. Sublessee shall file or record, as appropriate, a "notice of non responsibility", disclaiming Sublessor's responsibility, or any equivalent notice permitted under Laws, with respect to the Alterations. Any Alterations shall be deemed a part of the Premises. Upon expiration or termination of this Sublease, Sublessee, if directed by Sublessor, shall remove any Alterations and restore the Premises to its original condition, making any repairs at Sublessee's sole cost and expense.

16. ASSIGNMENT AND SUBLETTING: (a) Without first obtaining the written consent of Sublessor, which Sublessor may grant or withhold in its sole discretion, Sublessee shall not: (i) assign this Sublease or any interest herein; (ii) sublet the Premises or any part thereof; (iii) permit any other party to occupy or use the Premises or any part thereof. Notwithstanding the foregoing, if Franchisor consents to the assignment of the Franchise Agreement, Sublessor shall not unreasonably withhold its consent to the assignment of this Sublease; provided, however, in such event the assignee shall be required, as a condition of Sublessor's consent, to amend this Sublease to delete any rent concessions or other concessions or exceptions to Sublessor's standard policies that were applicable to Sublessee.

(b) If the Franchise Agreement is terminated or expires and this Sublease has not been terminated by Sublessor in connection therewith, this Sublease and all of Sublessee's obligations hereunder shall remain in effect and Sublessee shall have the right to sublease the Premises but only upon receiving the advance written consent of Sublessor, which shall not be unreasonably withheld. If Sublessee proposes to sublease the Premises, Sublessee shall submit to Sublessor all the material terms of the proposed sublease (together with a copy of the proposed sublease), the identity of the proposed subtenant and any guarantors, the proposed use of the Premises, and the business background and experience of the proposed subtenant.

Upon receipt of all the foregoing information, Sublessor shall within 30 days notify Sublessee whether Sublessor consents to the proposed sublease, consents to the sublease subject to conditions being met, refuses to consent to the proposed sublease or exercises its right to terminate this Sublease. Failure of Sublessor to respond within 30 days shall be deemed to be Sublessor's refusal to consent to the proposed sublease. If Sublessor consents to a sublease, Sublessee shall remain liable for all obligations under this Sublease.

17. HAZARDOUS MATERIALS AND SUBSTANCES: (a) To induce Sublessor to enter into this Sublease, Sublessee represents and warrants to Sublessor that: (i) no Hazardous Materials (as defined below) will be located on the Premises (except the proper and lawful storage and use of petroleum products, used oil and other chemicals and substances incident to use of the Premises in accordance with the terms of this Sublease) or will be released into the environment, or discharged, placed or disposed of at, on or under the Premises; (ii) no underground storage tanks will be placed on the Premises by Sublessee; (iii) the Premises will not be used as a dump for any Hazardous Materials; and (iv) the Premises and its use will at all times comply with Environmental Laws (as defined below).

(b) Sublessee agrees to indemnify, defend and hold harmless Sublessor and its parents, subsidiaries and assignees, from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including without limitation response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Sublessor or its subtenants and assignees as a result of: (i) the breach of any of the representations and warranties set forth herein; and (ii) any occurrence, matter, condition, act or omission involving Environmental Laws or Hazardous Materials which arises on or subsequent to the Commencement Date and which fails to comply with the Environmental Laws in effect on such date or any existing common law theory based on nuisance or strict liability in existence as of such, regardless of whether or not Sublessee had knowledge thereof.

(c) "Hazardous Materials" means any substance, material, waste, gas or particulate matter which now or at any time during the term hereof is regulated by any local governmental authority, the State in which the Premises is located, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of State law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 et seq. (33 U.S.C. Sec. 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601).

(d) "Environmental Laws" means all statutes specifically described in the foregoing paragraphs and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulations, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

18. SUBLESSOR RIGHTS: Sublessor and its agents shall have right to enter any portion of the Premises at all reasonable times for the purpose of inspecting, testing (including doing environmental tests and interior and exterior borings), maintaining or repairing the Premises (without having any obligation to do so) or showing the Premises to prospective buyers, tenants or lenders. During the 120 days prior to the expiration or termination of this Sublease, Sublessor may display the usual and ordinary "for rent" signs on

the Premises. Sublessor shall have the right to display "property for sale" signs at any time. Sublessor shall have the right to display "franchise available" signs on the Premises and to show the Premises to prospective franchisees any time Sublessee has indicated to Franchisor that it intends to terminate, or not renew, the Franchise Agreement or any time the Franchise Agreement is subject to termination for any reason.

19. ABANDONED PROPERTY: (a) Any signs, equipment, trade fixtures or other personal property (collectively, "Personalty") that Sublessee has a right to remove from the Premises shall be removed by Sublessee by the earliest to occur of expiration of this Sublease, termination of this Sublease, termination of Sublessee's right to possession of the Premises, or the vacating or abandonment of the Premises by Sublessee (or such shorter period as is allowed under the Head Lease). Any Personalty remaining at the Premises after such period shall, at Sublessor's election which may be made at any time following expiration of such removal period, be deemed abandoned in which event Sublessor shall have all right, title and interest in and to the remaining Personalty available to landlords under law in such circumstances and also including, without limitation, the right (but not the obligation), at Sublessee's expense, to remove and store and/or dispose of such remaining Personalty. Sublessee shall be liable for any damage to the Premises caused by the removal of Personalty by, or on behalf of, Sublessee or its lienholders or their agents, contractors or employees. Sublessee shall promptly pay Sublessor 115% of the cost and related expenses of any repairs or replacements incurred by Sublessor as a result of such damage (Sublessor and Sublessee hereby expressly agreeing that 15% is a reasonable amount to compensate Sublessor for its administrative expenses) plus attorneys' fees incurred and court costs incurred by Sublessor.

(b) Sublessor hereby expressly claims, and reserves, the benefit of any and all landlord lien rights available to landlords under applicable law.

20. INTEREST: Any Rent or Additional Rent which is not paid when due shall bear interest from the due date at a rate which is the lower of eighteen percent (18%) per annum or the highest rate permitted by law. This interest rate shall apply as the post-judgment interest rate, regardless of the applicable statutory rate, in the event of any legal actions related to this Sublease. This provision does not limit any other remedies as provided hereunder.

21. DEFAULT AND REMEDIES: (a) The occurrence of any one or more of the following events shall constitute an event of default by Sublessee ("Event of Default") and shall trigger Sublessor's rights and remedies listed and referenced below:

(i) failure by Sublessee to pay when due any Rent or Additional Rent ("Monetary Breach"), unless such failure is cured within 15 days after notice from Sublessor;

(ii) failure by Sublessee to observe or perform any term or condition of, or obligation under, this Sublease other than an Event of Default described in items (i) or (iii) of this subparagraph, unless such failure is cured within 30 days after notice from Sublessor; or

(iii) (1) making by Sublessee or any Guarantor of a general assignment for the benefit of creditors, (2) filing by or against Sublessee or any Guarantor of a petition to have Sublessee or such Guarantor adjudged a bankrupt or of a petition for reorganization or arrangement under any Laws (as hereinafter defined) relating to bankruptcy, insolvency or inability to pay debts (unless, in the case of a petition filed against Sublessee or such Guarantor, the petition is dismissed within 30 days), (3) appointment of a trustee or receiver to take possession of substantially all of Sublessee's assets at the Premises or of Sublessee's interest in this Sublease, where such possession or interest is not restored to Sublessee within

30 days, (4) attachment, execution or other judicial seizure of substantially all of Sublessee's assets at the Premises or of Sublessee's interest in this Sublease, (5) Sublessee's or any Guarantor's insolvency or admission of the inability to pay its debts as they mature, (6) Sublessee vacating or abandoning the Premises (this Event of Default being separate and distinct from a breach of Paragraph 6(b) of this Sublease); (7) falsification by Sublessee of any statement or report required to be submitted to Sublessor under this Sublease; (8) any Monetary Breach or any Event of Default or any combination of any Monetary Breach and/or any Event of Default in three consecutive months or in any four months during any twelve consecutive months regardless of whether Sublessee has cured any or all of such previous Monetary Breach(es) or Event(s) of Default; or (9) default by the Franchisee under the Franchise Agreement or any event which constitutes immediate and automatic termination of the Franchise Agreement.

(b) Sublessee hereby agrees that the only notices necessary to notify it of a breach or Event of Default or to terminate this Sublease are those enumerated herein and that any and all other notices and demands required by Laws are hereby expressly waived by Sublessee (to the fullest extent legally permissible). The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Laws, but Sublessor may at any time elect to comply with such notice and cure periods provided by Laws in lieu of the notice and cure periods provided herein.

(c) If an Event of Default occurs, Sublessor shall have the following rights and remedies to the fullest extent permitted by Laws, which shall be distinct, separate and cumulative with, and in addition to, any other right or remedy allowed under Laws or this Sublease:

(i) With or without terminating this Sublease, Sublessor may terminate Sublessee's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means (and if Laws permit and Sublessor shall not have expressly terminated this Sublease by written notice, any such action shall be deemed a termination of Sublessee's right of possession only). In such event, Sublessor shall be entitled to recover from Sublessee: (1) any unpaid Rent and Additional Rent as of the date possession is terminated; (2) the amount by which (A) any unpaid Rent and Additional Rent which would have accrued after the termination date during the balance of the existing Term exceeds (B) the rent (less any and all costs and expenses Sublessor would reasonable incur in re-letting the Premises) Sublessee proves that Sublessor should receive for the Premises under a sublease substantially similar to this Sublease for the balance of the existing Term (considering, among other things, the condition of the Premises, market conditions, the period of time the Premises may remain vacant before Sublessor is able to re-lease the Premises to a suitable replacement tenant); and (3) all other damages incurred by Sublessor proximately caused by Sublessee's failure to perform its obligations under this Sublease. The amounts computed in accordance with foregoing subpart (2) (not including Sublessor's costs and expenses of re-letting) shall be discounted to present value in accordance with accepted financial practice at the rate of three percent (3%) per year.

(ii) With or without terminating this Sublease, Sublessor may terminate Sublessee's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means (and if Laws permit and Sublessor shall not have expressly terminated this Sublease by written notice, any such action shall be deemed a termination of Sublessee's right of possession only). In such event, Sublessor shall be entitled to recover from Sublessee: (1) any unpaid Rent and Additional Rent as of the date possession is terminated; (2) any unpaid Rent and Additional Rent which accrues during the existing Term from the date possession is terminated through the time of judgment (or which may have accrued from the time of any earlier judgment obtained by Sublessor), less any consideration received from replacement tenants as further described below; and (3) all other damages incurred by Sublessor proximately caused by Sublessee's failure to perform its obligations under this Sublease including, without limitation, all costs of re-letting the Premises. Sublessee shall pay all such amounts to Sublessor as the

same accrue or after the same have accrued from time-to-time upon demand. At any time after terminating Sublessee's right to possession as provided herein, Sublessor may terminate this Sublease as provided in this Sublease, and Sublessor may pursue such other remedies as may be available to Sublessor under this Sublease or Laws.

(iii) If this Sublease or Sublessee's right to possession is terminated, Sublessor may, at Sublessee's cost and expense: (1) enter and secure the Premises, change the locks, install barricades, remove any improvements, fixtures or personal property of Sublessee, perform any decorating, remodeling, repairs, alterations, improvements or additions and take such other actions as Sublessor shall determine in Sublessor's sole discretion to prevent damage or deterioration to the Premises or prepare the same for reletting, and (2) relet all or any portion of the Premises for any rent, use or period of time, and upon any other terms as Sublessor shall determine in Sublessor's sole discretion, directly or as Sublessee's agent (if permitted or required by Laws). The consideration received from such reletting shall be applied pursuant to the terms of Paragraph 21(c)(v) hereof, and if such consideration, as so applied, is not sufficient to cover all Rent, Additional Rent and damages to which Sublessor may be entitled hereunder, Sublessee shall pay any deficiency to Sublessor as the same accrues or after the same has accrued from time to time upon demand, subject to Sublessor's right to accelerate such payments as provided herein.

(iv) Sublessor shall at all times have the right without prior demand or notice (except as required by Laws) to: (1) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Sublease or restrain or enjoin a violation of any provision hereof, and Sublessee hereby waives any right to require that Sublessor post a bond in connection therewith; and (2) sue for and collect any unpaid Rent or Additional Rent which has accrued.

(v) No re-entry or repossession, repairs, changes, alterations and additions, reletting, acceptance of keys from Sublessee, or any other action or omission by Sublessor shall be construed as an election by Sublessor to terminate this Sublease or Sublessee's right to possession, or accept a surrender of the Premises, nor shall the same operate to release Sublessee in whole or in part from any of Sublessee's obligations hereunder, unless express written notice of such intention is sent by Sublessor to Sublessee. Sublessor may bring suits for amounts owed by Sublessee hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Sublessor's right to collect all amounts to which Sublessor is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not theretofore reduced to judgment. Sublessor may pursue one or more remedies against Sublessee and need not make an election of remedies until findings of fact are made by a court of competent jurisdiction. All rent and other consideration paid by any replacement tenants shall be applied, at Sublessor's option: first, to the costs of reletting, second, to the payment of all costs of enforcing this Sublease against Sublessee or any Guarantor, third, to the payment of all interest and service charges accruing hereunder, fourth, to the payment of Rent and Additional Rent previously accrued, and the residue, if any, shall be held by Sublessor and applied to the payment of other obligations of Sublessee to Sublessor as the same become due (with any remaining residue to be retained by Sublessor). Sublessor shall be under no obligation to observe or perform any provision of this Sublease on its part to be observed or performed which accrues after the date of an Event of Default. Sublessee hereby irrevocably waives any right otherwise available under Laws to redeem or reinstate this Sublease or Sublessee's right to possession after this Sublease or Sublessee's right to possession is terminated based on an Event of Default.

22. GUARANTY FOR CORPORATE SUBLESSEE: In consideration of the making of this Sublease by Sublessor at the request of the undersigned guarantor, Guarantor hereby guarantees to Sublessor the payment of the Rent and Additional Rent to be paid by Sublessee and the performance by Sublessee of all of the terms and conditions of, and Sublessee's obligations under, this Sublease. Guarantor hereby waives any notices hereunder or acceptance hereof, waives the requirement, if any, that Sublessor

exhaust all remedies against Sublessee prior to enforcement of this guaranty, and consents to any extension of time, indulgence or waivers granted by Sublessor to Sublessee, or any other action or modification of the Sublease terms whereby the liability of Guarantor but for this provision would be released. Guarantor agrees to pay all of Sublessor's expenses, including attorneys' fees, incurred by Sublessor in enforcing this guaranty and Sublessee's obligations. If there is more than one Guarantor, they shall be jointly and severally obligated under this guaranty.

23. NOTICES: All notices required or permitted under this Sublease shall be in writing, and either (i) personally delivered, (ii) sent by certified mail, return receipt requested, or (iii) sent by reputable, recognized overnight courier service regularly providing proof of delivery to:

Sublessor

Midas Realty, LLC
4300 TBC Way
Palm Beach Gardens, Florida, 33410
Attention: Lease Administration

with a copy to the General Counsel at the same address.

Sublessee:

_____
_____
_____

The parties may change their address for notice at any time by notifying the other party in the manner prescribed in this Section.

24. HOLDING OVER: If Sublessee remains in possession of the Premises after the termination or expiration of the existing Term, Sublessor may (in Sublessor's sole discretion), upon notice to Sublessee, deem Sublessee a tenant on a month-to-month basis with all Sublessee's obligations, liabilities, covenants, representations and warranties in this Sublease, except that Fixed Minimum Rent shall be automatically increased by 50% and the Percentage Rent rate increased by 3%. In the absence of such month-to-month notice being given by Sublessor, Sublessee shall be deemed a hold over tenant and nothing herein or the acceptance or retention of Rent by Sublessor shall be deemed a consent to holding over by Sublessee.

25. LIENS: If any act or omission of Sublessee or claim against Sublessee results in a lien or claim of lien against the Premises ("Lien"), Sublessee upon notice thereof shall promptly remove or release the Lien by posting of bond or otherwise. If not so removed or released in 15 days after notice from Sublessor, Sublessor may (but need not) pay or discharge the Lien without inquiry as to the validity thereof at Sublessee's expense. Sublessee may contest the Lien by first furnishing Sublessor with a sufficient surety bond issued by a reputable surety company satisfactory to Sublessor and its title insurance company.

26. TERMS. The words "Sublessor" and "Sublessee" shall mean respectively all parties Sublessor or Sublessee, regardless of number, and the word "he" shall be synonymous with "she," "it" and "they," and the word "his" shall be synonymous with "her," "its" and "their."

27. WAIVER: No waiver by Sublessor of any provision or undertaking hereunder shall be valid unless in writing signed by an officer of Sublessor. No waiver by either party hereto of any provision or

default hereunder, whether in a single instance or repeatedly, shall be deemed a future waiver of such provision or default.

28. SUCCESSORS AND ASSIGNS: The covenants and conditions hereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

29. ENTIRE AGREEMENT: MODIFICATIONS: This Sublease constitutes the entire agreement between the parties regarding the subleasing of the Premises and, excepting any obligations or liabilities that survived the termination or expiration of any prior lease or sublease (which obligations/liabilities shall continue to survive), supersedes any prior agreements or understandings relating thereto. As a material condition hereof, if Sublessee or any owner of Sublessee acquires legal or equitable title to the Premises, then Sublessee shall simultaneously and promptly execute and enter into, or shall cause the titleholder to the Premises to simultaneously and promptly execute and enter into, Sublessor's standard option and shop lease document or whatever other real estate control documents Sublessor generally uses at such time as part of the Midas franchise disclosure document. This Sublease may be modified or amended by, and only by, a written instrument executed by Sublessor and Sublessee.

30. SURVIVAL: Any rights, obligations and liabilities under this Sublease which shall have previously accrued shall expressly survive the expiration or termination of this Sublease.

31. COUNTERPARTS; ELECTRONIC COPIES: This Sublease may be executed in two or more counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement. Any copy of this Sublease and the signatures thereon sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Sublease.

32. ATTORNEY FEES: In the event of any dispute or any judicial or other adversarial proceeding between the parties concerning this Sublease, to the extent permitted by law, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled. In addition, Sublessor shall, upon demand, be entitled to all attorneys' fees and all other costs incurred in the preparation and service of any notice or demand hereunder, whether or not a legal action is subsequently commenced, and in otherwise enforcing Sublessor's rights or Sublessee's obligations or undertakings under this Sublease. References in this Sublease to Sublessor's attorneys' fees and/or costs shall mean both the fees and costs of independent counsel retained by Sublessor and the compensation and costs of Sublessor's in house counsel incurred in connection with, or attributable to, the matter.

33. TIME OF THE ESSENCE. Time is of the essence with respect to each and every provision of this Sublease in which time is a factor.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

SUBLESSOR:

Midas Realty, LLC

By: _____
Lon Novatt, VP Real Estate & Construction

SUBLESSEE:

[*Insert Entity Name]*

By: _____
, President/Managing-Member

GUARANTOR(S):

_____
, Individually

_____
, Individually

EXHIBIT A

HEAD LEASE

EXHIBIT F-3

OPTION AND SHOP LEASE

ATTORNEY CONSULTATION: THIS IS A LEGALLY BINDING DOCUMENT. PRIOR TO SIGNING IT, LESSOR/FRANCHISEE SHOULD CONSULT WITH HIS OR HER ATTORNEY REGARDING MUTUALITY OF OBLIGATIONS, RELEVANT STATE LAW AND LOCAL STATUTES, ORDINANCES AND CUSTOMS IN GENERAL AND LANDLORD AND TENANT LAW IN PARTICULAR.

OPTION AND SHOP LEASE

Address
City, State

This Option and Shop Lease, dated _____, 201__, is by and between _____, with an office at _____ ("Lessor"), and Midas Realty, LLC, with an office at 4300 TBC Way, Palm Beach Gardens, Florida 33410 ("Lessee").

WHEREAS, Lessor (or its owner(s)) is, owns or controls, in whole or in part, or is otherwise affiliated with or related to, the "Franchisee" under the Franchise Agreement ("Franchise Agreement") with Lessee's parent company, Midas International, LLC ("Midas"), for the Midas Shop at _____ ("Shop"); and

WHEREAS, Midas requires as a condition for the grant of the Franchise Agreement, that Midas (through Lessee) have the right to maintain control of the Shop real estate in the event of the termination or expiration of the Franchise Agreement in order to ensure the continued presence of the Shop; and

WHEREAS, Lessor and Lessee intend for this Option and Shop Lease to establish the right and option of Lessee to lease the Shop real estate in the event of the termination or expiration of the Franchise Agreement and to establish the terms and provisions of such lease.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the sufficiency of which are hereby acknowledged, the parties, intending to be fully and completely bound, hereby agree as follows:

A. RIGHT TO LEASE. Lessor hereby grants to Lessee the right and option to lease ("Option"), on the terms and conditions hereinafter set forth, the real estate commonly known as _____, including the automotive repair facility thereat and the easements, appurtenances, hereditaments, rights and privileges appurtenant thereto, which real estate is legally described on Exhibit A hereto ("Premises"). Lessee may exercise the Option by giving written exercise notice to Lessor ("Exercise Notice") within 30 days following the termination or expiration of the Franchise Agreement. If Lessee does not give Lessor an Exercise Notice within such 30-day period, this Option and Shop Lease shall automatically terminate. In this agreement: (i) the termination of the Franchise Agreement shall include a termination for any reason or due to any cause or circumstance and shall mean the date the termination is effective as opposed to the date of the termination notice; and (ii) the expiration

of the Franchise Agreement shall mean the expiration date of the term of the Franchise Agreement. In this Agreement, the term "Franchise Agreement" shall from time to time include, in Lessee's sole discretion, an operating agreement or license under which the Shop continues in operation following the termination or expiration of the Franchise Agreement. Notwithstanding anything to the contrary contained herein, Lessee shall not be required to exercise the Option when the Franchise Agreement is terminated in association with a transfer approved by Midas and the transferee executes a new Franchise Agreement with Midas and an acknowledgment of this Option and Shop Lease or a new Option and Shop Lease.

B. LEASE TERMS. If Lessee exercises the Option, the terms and provisions of the lease ("Lease") shall be those set forth in Sections 1 through 33 of this Option and Shop Lease.

C. LIMITATION OF LIABILITY. Lessee shall have no obligations or liabilities with respect to the Premises until the Commencement Date (as hereinafter defined). Lessor shall defend, indemnify and hold Lessee harmless from and against all claims, demands, causes of action and liabilities arising out of or resulting from the ownership, occupancy, use or maintenance of the Premises prior to the Commencement Date.

D. SUBORDINATION AND NON-DISTURBANCE. Any mortgage or trust deed encumbering title to the Premises at the time of execution of this Option and Shop Lease, at any time while this Option and Shop Lease is in effect or during the Term (as hereinafter defined) of the Lease, is herein called a "Mortgage" and the holder of, or the beneficiary under, the Mortgage is herein called a "Mortgagee". Lessor shall use commercially reasonable efforts to cause each Mortgagee to execute and deliver to Lessee an agreement on a form provided by Lessee setting forth the following ("Non-disturbance Agreement"): (i) Mortgagee consents to this Option and Shop Lease and the Lease and covenants and agrees that the exercise of any of the rights, options and remedies herein shall not constitute a default under the Mortgage; and (ii) Mortgagee agrees that so long as Lessee has not received written notice of a default in the performance of its obligations under the Lease: (1) Lessee shall not be named or joined as a party to an action to enforce or foreclose the Mortgage; (2) Lessee's rights under this Option and Shop Lease and the Lease, including the right to possession of the Premises if Lessee exercises the Option, shall not be disturbed, affected or impaired, nor will this Option and Shop Lease or the Lease be terminated or otherwise affected by any default under the Mortgage or note secured thereby, any suit or action to enforce or foreclose the Mortgage or the note secured thereby, or any judicial sale or execution of the Premises; and (3) all condemnation awards and insurance proceeds paid or payable with respect to the Premises and received by Mortgagee shall be applied and paid for the restoration and/or repair of the Premises except in the case of a condemnation which results in a termination of this Option and Shop Lease or the Lease; (iii) Lessee's rights under this Option and Shop Lease and the Lease shall be subject and subordinate to the Mortgage without regard to the priority of recording, subject to the other provisions of the Non-disturbance Agreement; (iv) if Mortgagee or its successor becomes owner of the Premises by reason of foreclosure or otherwise, this Option and Shop Lease and the Lease shall continue in full force and effect; and (v) Mortgagee or such new owner shall assume the terms, conditions, covenants, obligations and undertakings of Lessor under this Option and Shop Lease and the Lease. Provided Mortgagee executes and delivers a Non-disturbance Agreement to Lessee, Lessee agrees that if requested by Mortgagee or such new owner, Lessee will subordinate its interest under this Option and Shop Lease and the Lease to the Mortgage and will attorn to Mortgagee or such new owner. If Mortgagee requires, as a condition of executing a Non-disturbance Agreement with respect to a Mortgage which encumbers title to the Premises at the time of execution of this Option and Shop Lease, that a memorandum of this Option and Shop Lease or the Lease be recorded, Lessee shall pay the recording fee. Notwithstanding the foregoing, the failure of Mortgagee to execute a Non-disturbance Agreement shall not constitute a default by Lessor hereunder.

E. MEMORANDUM OF OPTION AND SHOP LEASE. The parties shall execute a recording memorandum contemporaneously with execution of this Option and Shop Lease. Lessee may, at its sole option and cost, record such memorandum. Upon expiration of Lessee's rights under this Option and Shop

Lease or the expiration or termination of the Lease, Lessee shall provide Lessor with a release, in recordable form, of such memorandum.

F. EFFECTIVE PERIOD. This Option and Shop Lease and the rights conferred hereunder shall remain valid and enforceable: (i) during the term of the Franchise Agreement, including any extensions thereof, and including any assignments thereof to successor franchisees; (ii) for the 30 days following the termination or expiration of the Franchise Agreement; (iii) for any extensions of the franchise relationship under the Franchise Agreement, i.e., during any renewal Franchise Agreement as referenced in Article Nine of the Franchise Agreement; and (iv) for the Term (as hereinafter defined).

G. SHOP SALE - LEASE TO BUYER. Subject to Lessee's continuing right and option to lease the Premises under this Option and Shop Lease in the event of the termination or expiration of the Franchise Agreement (i.e., the Option), Lessor may lease the Premises directly to a buyer of the Shop, provided Lessor has complied with all the following conditions: (i) the sale of the Shop must be in conjunction with an assignment of the Franchise Agreement to which Midas consents in writing; (ii) Lessor must provide Lessee with a copy of the fully-executed lease at the time of the closing; (iii) said lease must contain an express provision disclosing to the tenant Lessee's rights pursuant to this Option and Shop Lease; and (iv) said lease must contain an express provision which provides for the automatic termination of said lease in the event the Franchise Agreement is terminated or expires and Lessee exercises the Option.

H. LESSEE'S RIGHT OF FIRST REFUSAL. (a) Lessor hereby grants Lessee a right of first refusal to purchase the Premises upon the same terms, provisions and conditions as may be contained in any offer for the purchase thereof which Lessor shall be ready and willing to accept at any time prior to Lessee giving its Exercise Notice. Lessor shall give Lessee a full and complete copy of said offer including all terms, provisions and conditions, and Lessee shall have 30 days from and after the receipt of such offer to exercise this right of first refusal by giving written notice to Lessor of its intent to purchase. If Lessee does not so notify Lessor within said 30-day period, the sale of the Premises may be consummated but only on substantially the same terms, provisions and conditions of said offer and to the same party. A reduction of the actual selling price by up to 7.5% of the offer price submitted to Lessee shall be deemed substantially the same terms. If the sale is not so consummated within 120 days after receipt by Lessee of the terms of the offer, the proposed sale shall not thereafter be consummated without Lessor again submitting to Lessee the proposed sale as herein provided, as if such proposed sale had not been previously submitted.

(b) This Option and Shop Lease and Lessee's rights hereunder shall continue in full force and effect following the consummation of such sale unless at the time of the closing: (i) the Midas franchisee (and all of its owners, officers and directors) which is then operating the Shop executes and delivers Midas' standard form franchise termination agreement and general release of Midas; and (ii) the purchaser of the Premises executes and delivers to Lessee a covenant (on a form provided by Lessee) prohibiting the use of the Premises for any Automotive Use (as hereinafter defined) for a period of five years following the date the purchaser acquires fee title to the Premises. Said covenant shall be recorded in the public records and shall constitute a covenant running with the land. Upon receipt of such items and the consummation of the sale, this Option and Shop Lease shall terminate and Lessee shall provide the purchaser a recordable release of the memorandum recorded by Lessee pursuant to Section E hereof.

(c) Intentionally omitted.

(d) Lessee's right of first refusal shall not apply to sales or transfers to members of the immediate family of Lessor or Lessor's shareholders, to a different corporation owned or controlled by Lessor or Lessor's shareholders or members of their immediate family, to a partnership comprised of Lessor, Lessor's shareholders or members of their immediate family, or to a trust established by Lessor or Lessor's shareholders and under which members of their immediate family constitute a majority of the beneficiaries.

I. NOTICES. All notices required or permitted hereunder shall be in writing and either (i) personally delivered, (ii) sent Certified U.S. Mail, return receipt requested, or (iii) sent by reputable, recognized overnight courier service regularly providing proof of delivery, to Lessor at the address designated by Lessor (or in the absence of such designation, at Lessor's address in the heading hereof) and to Lessee at 4300 TBC Way, Palm Beach Gardens, Florida 33410, Attention: Vice President – Development, with a copy to the General Counsel, or at such other place as either party may designate. Notice shall be effective upon delivery (if personally delivered) or on the delivery date indicated by the post office or courier on its proof of delivery receipt or electronic version thereof.

J. SUCCESSOR AND ASSIGNS. The covenants and conditions hereof shall be binding upon and/or inure to the benefit of the heirs, executors, administrators, successors, sublessees and assigns of the parties hereto, including but not limited to subsequent owners of fee title to the Premises, whether by purchase or otherwise, and shall be and remain covenants running with the land during the term of this Option and Shop Lease and the Term which may result from the exercise of the rights herein granted to Lessee. Upon a conveyance of the Premises, Lessor shall be relieved of all further obligations under this Option and Shop Lease except as to the obligations set forth in Section C hereof for the period prior to such conveyance by Lessor.

K. ENTIRE AGREEMENT. This Option and Shop Lease constitutes the entire agreement between the parties regarding Lessee's right to lease the Premises (when triggered by the termination or expiration of the Franchise Agreement) and, excepting any obligations or liabilities that survived the termination or expiration of any prior lease, sublease, option or lease assignment (which obligations/liabilities shall continue to survive), supersedes any prior agreements or understandings relating thereto. Notwithstanding the foregoing, in the event that Lessor was disclosed with a Franchise Disclosure Document by Franchisor in conjunction with executing this Option and Shop Lease ("FDD"), then nothing in this Option and Shop Lease is intended to disclaim any representations by Franchisor in such FDD. This Option and Shop Lease may be modified or amended by, and only by, a written instrument executed by Lessor and Lessee.

L. ENFORCEMENT. Lessor and Lessee agree that they shall pay the reasonable costs and expenses incurred by the prevailing party in any action or proceeding (not including any rent arbitration pursuant to Section 3 hereof) to enforce the provisions of this Option and Shop Lease, including reasonable attorneys' fees.

M. TERMS OF LEASE. Upon Lessee's exercise of the Option, the following shall be the terms and provisions of the Lease:

1. DEMISE OF PREMISES. Lessor, in consideration of the rents and covenants contained herein, hereby leases to Lessee, on the following terms and conditions, the real estate commonly known as _____, including the automotive repair facility thereon and the easements, appurtenances, hereditaments, rights and privileges appurtenant thereto, which real estate is legally described on Exhibit A hereto ("Premises").

2. TERM. (a) The preliminary term of this Lease ("Preliminary Term") shall be 60 days and shall commence when Lessee gives the Exercise Notice ("Commencement Date"). Lessee shall have the right to terminate this Lease by giving Lessor 30 days' notice of termination at any time during the Preliminary Term.

Note: The following Subsection 2(a) appears in the Option and Shop Lease used for franchise renewals and in certain other scenarios:

(a) The preliminary term of this Lease ("Preliminary Term") shall commence when Lessee gives the Exercise Notice ("Commencement Date") and shall expire on the earlier of: (i) the last day

of the month in which the Fair Market Rent (as hereinafter defined) is determined; or (ii) the last day of the month in which Submission (as hereinafter defined) occurs. Lessee shall have the right to terminate this Lease by giving Lessor 30 days' notice of termination at any time during the Preliminary Term.

(b) During the Preliminary Term, Lessee, its contractors and invitees, shall have the right of access to the Premises, upon reasonable advance notice to Lessor, for the purpose of franchising and conducting appraisals, inspections, surveys, engineering tests, environmental assessments and tests and for other reasonable purposes and activities ("Tests"). Lessee shall repair any damage to the Premises caused by carrying out the Tests. Upon the Commencement Date, Lessor shall provide Lessee with keys to the Premises. During the Preliminary Term, Lessor shall maintain in full force and effect, and pay for, all Utilities (as hereinafter defined).

(c) In the event Lessee exercises the Option following termination (as opposed to expiration) of the Franchise Agreement and unless Lessee has terminated this Lease pursuant to Subsection 2(a) during the Preliminary Term: (i) the primary term of this Lease ("Primary Term") shall be five years and shall commence on the day following expiration of the Preliminary Term; and (ii) provided no default by Lessee remains uncured beyond any applicable cure period, Lessee is granted three options to renew this Lease for successive five-year terms upon the same terms and conditions herein, except as to rent, to be exercised by Lessee giving notice to Lessor not later than 270 days prior to expiration of the current term (said notice, hereinafter "Renewal Notice"). In the event of a Reassignment (as hereinafter defined), MR (as hereinafter defined) shall have the right to exercise any option to renew granted to Lessee.

(d) In the event Lessee exercises the Option following expiration (as opposed to termination) of the Franchise Agreement and the Premises: (i) the Primary Term of this Lease shall be five years and shall commence on the day following expiration of the Preliminary Term (unless Lessee has terminated this Lease pursuant to Subsection 2(a) hereof); and (ii) provided no default by Lessee remains uncured beyond any applicable cure period, Lessee is granted one option to renew this Lease for a five-year term upon the same terms and conditions herein, except as to rent, to be exercised by Lessee giving Lessor a Renewal Notice. In the event of a Reassignment, MR shall have the right to exercise any option to renew granted to Lessee.

(e) Intentionally omitted.

(f) The Primary Term shall include any renewal terms or extensions of the Primary Term. The Preliminary Term together with the Primary Term shall constitute the "Term".

(g) Notwithstanding the foregoing, Lessee shall not be obligated to pay rent, nor shall it have any other obligations or liabilities (except as provided in Subsection 2(b) hereof) under this Lease, for the Primary Term until Lessor delivers (or causes to be delivered) to Lessee possession of the Premises unencumbered by any possessory rights of Lessor or other parties, without any of Lessor's and any occupant's personal property (unless otherwise directed by Lessee). If, upon commencement of the Primary Term, possession is not delivered to Lessee as required by this subsection, Lessee shall have the right to enter into, and take possession of, the Premises without process of law or to commence an action for entry on account of such wrongful withholding of possession or to pursue any other available legal or equitable remedies.

3. RENT. (a) During the Preliminary Term (and continuing until the rent for the Primary Term has been established), Lessee shall pay Lessor rent in the amount of the larger: (i) $3,500/month; or (ii) one-twelfth of 7% of the Shop's Gross Sales (as hereinafter defined) for the previous 12 calendar months. The term "Gross Sales" shall mean all sales of merchandise or products of any kind and all charges for service or labor done in, on and from the Premises for cash or credit regardless of the collection thereof,

but excluding sales taxes and bona fide refunds. When the rent for the Primary Term has been established, the parties shall make an appropriate adjustment of rent (with Lessee promptly paying any shortfall during the Preliminary Term or promptly receiving a refund of any overpayment) retroactive to the commencement of the Preliminary Term. For avoidance of doubt, if Lessee exercises its option herein and if the monthly rent amount established for the Primary Term is greater than the monthly amount paid during the Preliminary Term, then Lessee shall pay to Lessor the difference for the period of the Preliminary Term upon the commencement of the Primary Term. However, if Lessee decides to not exercise its option herein during the Preliminary Term, Lessee shall not owe to Lessor any further consideration of any kind than the monthly rent amount established above during the Preliminary Term.

(b) During the first five years of the Primary Term, Lessee shall pay Lessor rent in the amounts specified in Subsection 3(c) hereof which shall be based on Project Cost Rent (as hereinafter defined). "Project Cost Rent" shall be defined as the product obtained by multiplying (i) the total of the actual purchase price paid by Lessor for the land portion of the Premises plus the actual cost paid by Lessor for the construction of the Shop including any costs directly related to purchasing such land and constructing the Shop but excluding the cost of equipment, hoists, racking, signs or inventory ("Project Cost") by (ii) the rental constant used by Midas for new franchisee-developed Midas Shops as stated in Midas' Franchise Disclosure Document in effect on the Commencement Date. For example, if the Project Cost is $600,000 and the rental constant is .1000, the Project Cost Rent would be $60,000 ($600,000 times .1000 equals $60,000). Upon execution of this Option and Shop Lease, the estimated Project Cost is $_____, based on a land cost of $_____, a construction cost of $_____, and related costs of $_____. Within 60 days after the Shop opens for business, Lessor shall document and substantiate the Project Cost to Lessee's reasonable satisfaction, and Lessor and Lessee shall thereupon enter into an amendment to this Option and Shop Lease specifying the actual Project Cost.

(c) Rent during the first five years of the Primary Term shall be the annual rent amounts equal to 100% of the Project Cost Rent, payable in equal monthly installments on the first day of each month. Rent shall be remitted to Lessor at its address in the heading hereof or elsewhere as Lessor designates in writing.

(d) Rent during each renewal term shall be 100% of "Fair Market Rent", which term shall be defined as the then-current fair market rent for the Premises. Notwithstanding the foregoing, rent for the first renewal term shall be not less than 110% of Project Cost Rent. Fair Market Rent shall be determined as follows:

(i) upon serving a Renewal Notice, Lessee shall make, and submit to Lessor, a written Fair Market Rent proposal for the upcoming renewal term ("Lessee's Proposal");

(ii) Lessor and Lessee shall thereupon conduct good-faith negotiations to mutually agree on the Fair Market Rent. Lessor shall make, and submit to Lessee, a written Fair Market Rent proposal for the upcoming renewal term ("Lessor's Proposal") not later than 120 days prior to expiration of the current term. If Lessor and Lessee mutually agree on the Fair Market Rent, this Lease shall be renewed for the upcoming renewal term at the agreed Fair Market Rent. If Lessor and Lessee have not mutually agreed on the Fair Market Rent, Lessee shall have the right, to be exercised not later than 90 days prior to expiration of the current term, to submit the determination of Fair Market Rent to arbitration to be conducted by the American Arbitration Association ("AAA") in accordance with the process set forth in Subsection 3(d)(iii) hereof ("Submission"). If, 90 days prior to expiration of the current term, Lessor and Lessee have not agreed on the Fair Market Rent and Lessee has not made a Submission, this Lease shall not be renewed for the upcoming renewal term and shall terminate upon expiration of the current term;

(iii) if the Fair Market Rent is to be determined by arbitration, the arbitration shall be conducted:

(1) pursuant to the AAA's "Arbitration Rules for the Real Estate Industry", except as otherwise stated herein;

(2) by a single arbitrator appointed by the AAA; provided, however, either party shall have the right to require that the arbitration be conducted by three arbitrators provided that such right is exercised by Lessee together with the Submission or by Lessor no later than 15 days after the Submission, in which event each party shall select an arbitrator within 15 days following the exercise of such right and the two arbitrators shall appoint a third arbitrator;

(3) in the city of the AAA's local or regional office nearest the Premises;

(4) under the AAA's "Expedited Procedures" process;

(5) without depositions, but with document discovery;

(6) on documents submitted by each party and without a hearing;

(7) in the "baseball arbitration" style with the arbitrator(s) being limited to choosing either Lessee's Proposal or Lessor's Proposal;

(8) without a reasoned opinion;

(9) with the arbitrator(s) being required to issue his/her/their award within 45 days after Submission (or, in the case of a three arbitrator proceeding, within 45 days after Lessee and Lessor select their arbitrators), and, to that end, the arbitrator(s) shall have the right to schedule the arbitration process accordingly;

(10) with each party paying its own costs and expenses (including, but not limited to, appraiser and attorney fees). In a single arbitrator proceeding, Lessee shall pay the arbitrator's fee, the AAA's fee and the administrative costs of the arbitration. In a three arbitrator proceeding, each party shall pay its arbitrator's fee, one-half of the AAA's fee for a single arbitrator proceeding and one-half of the administrative costs of a single arbitrator proceeding, and the party requesting the three arbitrator proceeding shall pay the third arbitrator's fee, any additional fee charged by the AAA for a three arbitrator proceeding and the administrative costs in excess of those for a single arbitrator proceeding; and

(11) with the award of the arbitrator(s) being binding on Lessor and Lessee.

Note: The following Subsections 3(b), (c) and (d) appear in the Option and Shop Lease used for franchise renewals and in certain other scenarios:

(b) During the first five years of the Primary Term, Lessee shall pay Lessor rent in the amounts specified in Subsection 3(c) hereof which shall be based on then Fair Market Rent (as hereinafter defined). "Fair Market Rent" shall be defined as the then fair market rent for the Premises reflecting the physical condition of the Premises at such time (including a downward adjustment for any needed repairs or maintenance). Fair Market Rent shall be determined as follows:

(i) within 30 days following its exercise of the Option, Lessee shall make, and submit to Lessor, a written Fair Market Rent proposal for the first five years of the Primary Term ("Lessee's Proposal");

(ii) Lessee's Proposal shall become the Fair Market Rent, unless within the next 30 days:

(1) Lessor and Lessee agree on a different Fair Market Rent which shall then become the Fair Market Rent; or

(2) Lessor makes a written, alternate Fair Market Rent proposal to Lessee ("Lessor's Proposal"). If the parties do not agree on the Fair Market Rent within 15 days after Lessee receives Lessor's Proposal, the Fair Market Rent shall be determined by arbitration conducted by the American Arbitration Association ("AAA") in accordance with the process set forth in Subsection 3(b)(iii) hereof;

(iii) if the Fair Market Rent is to be determined by arbitration, Lessor and Lessee shall jointly submit the arbitration to the AAA. If either party fails to sign the joint submission within five days after request by the other party, either party shall have the right to initiate the arbitration. Submission of the arbitration to the AAA under this Subsection 3(b)(iii) is sometimes referred to herein as "Submission". The arbitration shall be conducted:

(1) pursuant to the AAA's "Arbitration Rules for the Real Estate Industry", except as otherwise stated herein;

(2) by a single arbitrator appointed by the AAA; provided, however, either party shall have the right to require that the arbitration be conducted by three arbitrators provided that such right is exercised no later than the time of Submission, in which event each party shall select an arbitrator within 15 days following Submission and the two arbitrators shall appoint a third arbitrator;

(3) in the city of the AAA's local or regional office nearest the Premises;

(4) under the AAA's "Expedited Procedures" process;

(5) without depositions, but with document discovery;

(6) on documents submitted by each party and without a hearing;

(7) in the "baseball arbitration" style with the arbitrator(s) being limited to choosing either Lessee's Proposal or Lessor's Proposal;

(8) without a reasoned opinion;

(9) with the arbitrator(s) being required to issue his/her/their award within 45 days after Submission, and, to that end, the arbitrator(s) shall have the right to schedule the arbitration process accordingly;

(10) with each party paying its own costs and expenses (including, but not limited to, appraiser and attorney fees). In a single arbitrator proceeding, Lessee shall pay the arbitrator's fee, the AAA's fee and the administrative costs of the arbitration. In a three arbitrator proceeding, each party shall pay its arbitrator's fee, one-half of the AAA's fee for a single arbitrator proceeding and one-half of the administrative costs of a single arbitrator proceeding, and the party requesting the three arbitrator proceeding shall pay the third arbitrator's fee, any additional fee charged by the AAA for a three arbitrator proceeding and the administrative costs in excess of those for a single arbitrator proceeding; and

(11) with the award of the arbitrator(s) being binding on Lessor and Lessee.

(c) Rent during the first five years of the Primary Term shall be the annual rent amounts equal to 100% of the Fair Market Rent, payable in equal monthly installments on the first day of each month. Rent shall be remitted to Lessor at its address in the heading hereof or elsewhere as Lessor designates in writing.

(d) Rent during each renewal term shall be 100% of the then-current Fair Market Rent for the Premises determined as follows:

(i) upon Lessee serving a Renewal Notice, Lessee shall submit Lessee's Proposal (for Fair Market Rent for the upcoming renewal term) to Lessor;

(ii) Lessor and Lessee shall thereupon conduct good-faith negotiations to mutually agree on the Fair Market Rent. Lessor shall submit Lessor's Proposal not later than 120 days prior to expiration of the current term. If Lessor and Lessee mutually agree on the Fair Market Rent, this Lease shall be renewed for the upcoming renewal term at the agreed Fair Market Rent. If Lessor and Lessee have not mutually agreed on the Fair Market Rent, Lessee shall have the right, to be exercised not later than 90 days prior to expiration of the current term, to make a Submission, in which event the arbitration shall be conducted in accordance with the process set forth in parts (1) through (11) of Subsection 3(b)(iii) hereof. If, 90 days prior to expiration of the current term, Lessor and Lessee have not agreed on the Fair Market Rent and Lessee has not made a Submission, this Lease shall not be renewed for the upcoming renewal term and shall terminate upon expiration of the current term;

(iii) notwithstanding the foregoing, the rent for the first renewal term shall be not less than 110% of Fair Market Rent for the Primary Term.

(e) Notwithstanding anything herein to the contrary, Lessee shall not be obligated to pay rent under this Lease until delivery of possession of the Premises to Lessee in the condition required by Subsection 2(g) hereof.

(f) In the event Lessor, any legal or beneficial owner, shareholder, member, partner or trustee of Lessor or any entity of which any of the foregoing is an owner, shareholder, member, partner or trustee (Lessor and any of the foregoing, individually and collectively, "Lessor Party") is in default (as determined by a court's ruling or judgment or an arbitrator's award) of a monetary obligation under the Franchise Agreement or under any other Franchise Agreement or under any lease, sublease, promissory note or guaranty with Midas or any of its subsidiaries or affiliates, Lessee (so long as Lessee is Midas Realty, LLC or its parent or one of its subsidiaries or affiliates [collectively, "MR"]) shall have the right to deduct from the rent and Lessee's other monetary obligations under this Lease the amount of such monetary default (including interest); provided, however, that the amount deducted by Lessee in any given month shall not exceed the lesser of: (i) 25% of the rent and Lessee's other monetary obligations under this Lease for said month; and (ii) $1,000.

4. USE. (a) The Premises may be used by Lessee, its assignees and sublessees for the sale, installation and servicing of automotive exhaust systems and parts, brakes and brake parts, shock absorbers, suspension parts, front end parts, alignments, oil changes and chassis lubrication, heating and air conditioning systems and parts, tires and related parts and services, transmissions, engines, washing, waxing, detailing, audio/video systems, other automotive equipment and accessories and/or a general automotive repair Shop and/or allied business operating under the Midas name ("Automotive Use").

(b) Lessor covenants that during the Preliminary Term and the first year of the Primary Term, Lessor shall not, directly or indirectly, individually or as a member of any business organization, engage, or have an interest as an employee, owner, operator, investor, partner (inactive or otherwise), agent, stockholder, member, manager, director or officer, or otherwise, in, any business, located within a one-mile radius of the Premises, engaged in the Automotive Use or any part thereof. The foregoing covenant shall not apply in the event Lessor (as Franchisee) had, within the 180 days prior to expiration of the Franchise Agreement, served written notice on Midas that Lessor (as Franchisee) elected to not extend the franchise relationship (to not renew the franchise) under the Franchise Agreement.

(c) Lessor agrees that it will not erect, or permit to remain, on any property owned or controlled by Lessor adjacent to the Premises any structure or improvements which would materially interfere with access to the Premises or obstruct the visibility of the Shop or signs identifying the business at the Premises. Further, Lessor will not post, use or display, or permit the posting, use or display of, any signs, advertising or other material on or in the building or the area of which the Premises are a part which are the same or confusingly similar to any names, marks or designs used by Midas or its franchisees.

(d) Notwithstanding the provisions of Subsection 4(a) hereof, Lessee may use or permit the Premises to be used for any lawful purpose, provided that in the event Lessee intends to use or permit the use of the Premises for other than Automotive Use, it shall first notify Lessor in writing. Lessor shall have the right, to be exercised within 30 days after receipt of Lessee's notice, to terminate this Lease by giving Lessee written notice. If Lessor does not terminate this Lease within said 30 days, Lessor shall have no further right to terminate this Lease pursuant to this Subsection 4(d).

5. MAINTENANCE. Except as provided in Sections 11 and 12 hereof, Lessee shall at all times during the Primary Term keep the Premises in a condition substantially equivalent to their condition on the Commencement Date, reasonable wear and use excepted.

6. TAXES AND UTILITIES. (a) Lessee shall pay prior to delinquency all real estate taxes and assessments which may be levied or assessed upon the Premises ("Tax(es)") during the Term to the end that Lessor shall not be required to pay any Taxes during the Term. Upon request, Lessee will exhibit receipts for Tax payments to Lessor promptly upon payment thereof. Lessee may at its expense contest all Taxes in the name of Lessor if necessary. In the event Lessor is joined in such a proceeding by Lessee, Lessee shall hold Lessor harmless from all costs, expenses and liabilities, including reasonable attorneys' fees associated with such a proceeding.

(b) During the Preliminary Term, Lessor shall maintain in full force and effect, and pay for, the water, gas, electricity, telephone and other utilities services for the Premises ("Utilities"). Lessee shall pay for the Utilities during the Primary Term.

7. LICENSES AND COMPLIANCE WITH LAWS. Lessee shall: (i) maintain and procure at Lessee's own expense and responsibility all licenses, permits, inspection certificates or change of occupancy certificates required by any governmental authority with respect to Lessee's use of the Premises; and (ii) comply with all applicable laws, ordinances and regulations and will not use or permit any use of the Premises in violation thereof (such items in (i) and (ii), collectively, "Laws"). Lessee may contest any Laws and may join Lessor in any such contest, provided that Lessee shall indemnify and hold Lessor harmless from all damages, costs (including reasonable attorney fees), expenses, liabilities, fines, penalties, liens or criminal sanctions against Lessor or the Premises resulting from Lessee's breach of Laws or actions or proceedings to contest them.

8. PUBLIC LIABILITY INSURANCE AND INDEMNITY. (a) Lessee shall during the Primary Term at its expense keep in force, or cause to be kept in force by its sublessee, public liability insurance on the Premises in an amount of not less than $1,000,000 for injury to or death of one person or as a result of

one occurrence, not less than $1,000,000 for injury to or death of more than one person as a result of one occurrence, and for damage to property as a result of one occurrence in the amount of $500,000. Said insurance coverage shall insure Lessee and Lessor, and (if requested by Lessor) Mortgagee, as additional insureds against any liability that may accrue against any of them on account of any occurrences in or about the Premises resulting in personal injury, death or property damage. Lessee or its sublessee shall furnish to Lessor certificates for all such insurance in a form commonly in use in the insurance industry within 30 days following the Commencement Date and not later than the expiration date of any policy period.

(b) Lessee agrees to indemnify and save Lessor harmless from and against all claims of whatever nature arising from: (i) any act or omission of Lessee or its contractors, invitees or employees during the Term; or (ii) any accident, injury or damage whatsoever caused to any person, or to the property of any person occurring during the Term in or about the Premises, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Lessee or its contractors, invitees or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities, including reasonable attorneys' fees, incurred in connection with any such claim or proceeding brought thereon and the defense thereof.

(c) Lessee or its sublessee may provide the aforesaid insurance under a "blanket" policy covering other locations.

9. FIRE AND EXTENDED COVERAGE INSURANCE. (a) During the Primary Term , Lessee shall keep, or cause to be kept by its sublessee, the building improvements on the Premises insured at full replacement cost against all damages caused by fire and against other risks covered by standard extended coverage endorsements. Such insurance coverage shall insure Lessee and Lessor, and (if requested by Lessor) Mortgagee, as additional insureds as their interests may appear. Lessee or its sublessee shall furnish to Lessor a certificate of insurance within 30 days following the Commencement Date and not later than the expiration date of any insurance policy.

(b) The proceeds of insurance shall be payable to Lessee and used to restore and/or repair in accordance with commercially reasonable procedures designed to ensure that the work is completed timely and without mechanic's liens for unpaid work or materials following final disbursement.

(c) Lessee or its sublessee may provide the aforesaid insurance under a "blanket" policy covering other locations.

10. WAIVER OF SUBROGATION RIGHTS. Neither Lessor nor Lessee shall be liable to the other for any loss or damage to the Premises from risks insured against under fire insurance policies with extended coverage endorsements irrespective of whether such loss or damage results from their negligence or that of any of their agents, employees, licensees, invitees or contractors.

11. DESTRUCTION OF PREMISES. In the event of damage to, or total destruction of, the Premises by fire, act of God or any other cause, this Lease shall remain in effect, and Lessee shall forthwith apply for all necessary permits, licenses and approvals and shall repair or restore same to substantially the same condition as they were in immediately prior to the casualty within 180 days following receipt of all necessary permits, licenses and approvals.

12. CONDEMNATION. If all of the Premises shall be taken by public authorities by condemnation or otherwise for public or quasi-public purposes, or if such taking is of such part of the Premises that it is, in Lessee's reasonable judgment, impossible or impractical for Lessee to use the Premises efficiently and economically for the conduct of its business, this Lease shall terminate effective at such time as Lessee can no longer continue operations upon the Premises. However, if only a part of the Premises is taken so that the remaining portion does not materially affect the conduct of Lessee's business

in Lessee's reasonable judgment, Lessor will, to the extent the taking authority provides or allocates funds or an award for restoration, proceed promptly to restore the building to a complete architectural unit and this Lease shall cease only as to the part so taken and shall continue as to the part not taken. In that event, the rent shall be adjusted in the proportion that the value of the area taken bears to the value of the Premises. Lessor shall be entitled to the entire condemnation award, except that Lessee shall be entitled to any amounts specifically allocated, or awarded to Lessee, for the taking of Lessee's trade fixtures, business value or relocation.

13. ASSIGNMENT AND SUBLETTING. (a) MR shall have the right, without the consent of Lessor, to assign this Lease, or to sublet all or any part of the Premises, to a Midas franchisee ("New Franchisee"). If this Lease is assigned to New Franchisee, MR shall give Lessor: (i) notice of the assignment; (ii) the name of New Franchisee; (iii) if New Franchisee is not a person(s), the name of the person(s) holding the controlling interest in New Franchisee; (iv) the address and phone number of New Franchisee or person(s) holding the controlling interest in New Franchisee; and (v) a copy of an agreement between MR and New Franchisee in which New Franchisee assumes all of Lessee's obligations under this Lease from and after the date of the assignment. Thereupon, MR shall have no obligation or liability with respect to Lessee's obligations and liability under this Lease occurring from and after the date of the assignment.

(b) Lessor hereby consents to the assignment by New Franchisee to MR of all New Franchisee's right, title and interest, as Lessee, in and to this Lease via an outright assignment of this Lease or via a conditional assignment of this Lease (triggered by, among other things, the termination, expiration or assignment of the Midas franchise agreement for the Premises, New Franchisee's default or claimed default under this Lease or New Franchisee's failure to exercise an option to renew this Lease), the exercise of which may be at MR's option ("Reassignment"). The Reassignment shall automatically apply to any extensions or renewals of the Term and any new lease for the Premises entered into by Lessor and New Franchisee (or by any person or entity owning an interest in, or affiliated with, New Franchisee). Any assignment of this Lease, or sublease of the Premises, by New Franchisee to a party other than MR shall be subject and subordinate to MR's rights under the Reassignment. Lessor agrees to give MR written notice of a default by New Franchisee under this Lease at the same time it gives such notice to New Franchisee and agrees that MR shall have the same right and opportunity to cure such default as New Franchisee is given under this Lease. No modification or amendment of this Lease by Lessor and New Franchisee shall be binding on MR unless approved in writing by MR.

(c) In the event: (i) the Reassignment is, in fact, triggered by New Franchisee's default or claimed default in the payment of rent under this Lease; and (ii) MR, in fact, exercises its Reassignment under such circumstances; and (iii) Lessor had given MR written notice of New Franchisee's default(s), together with the same right and opportunity to cure such default(s) as New Franchisee was entitled to under this Lease; then MR shall be obligated to cure any rent payment default by New Franchisee, provided that the maximum amount which MR shall be obligated to pay shall be six months' rent.

(d) In the event MR exercises its Reassignment, Lessor shall cooperate with, and give reasonable assistance (by joinder in legal proceedings if necessary) to, MR in obtaining possession of the Premises from New Franchisee; provided, that MR shall be responsible for Lessor's reasonable attorney fees in any such legal proceedings.

(e) MR shall have the right, without Lessor's consent but subject to the provisions of Subsection 4(d) hereof, to assign this Lease, or to sublease all or a portion of the Premises, to any person, firm or corporation other than New Franchisee for any use permitted pursuant to the terms of this Lease provided that MR shall not be thereby released of its duties, obligations or liabilities hereunder.

(f) Lessee shall have the right, upon obtaining Lessor's consent which shall not be unreasonably withheld, delayed or conditioned but subject to the provisions of Subsection 4(d) hereof, to assign this Lease, or to sublease all or a portion of the Premises, to any person, firm or corporation for any use permitted pursuant to the terms of this Lease provided that Lessee shall not be thereby released of its duties, obligations or liabilities hereunder.

14. MR'S RIGHT OF FIRST REFUSAL. (a) Lessor hereby grants MR a right of first refusal to purchase the Premises upon the same terms, provisions and conditions as may be contained in any offer for the purchase thereof which Lessor shall be ready and willing to accept at any time during the Term . Lessor shall give MR a full and complete copy of said offer, including all terms, provisions and conditions, and MR shall have 30 days from and after the receipt of such offer to exercise this right of first refusal by giving Lessor written notice of its intent to purchase. If MR does not so notify Lessor within said 30-day period, the sale of the Premises may be consummated, but only on substantially the same terms, provisions and conditions of said offer and to the same party, and subject to the continuation of this Lease. A reduction of the actual selling price by up to 7.5% of the offer price submitted to Lessee shall be deemed substantially the same terms. If such sale is not so consummated within 120 days after receipt by MR of the terms of the offer, the proposed sale shall not be thereafter be consummated without Lessor again submitting to MR the proposed sale as herein provided, as if the proposed sale had not been previously submitted.

(b) This Lease and MR's and Lessee's rights under this Lease shall continue in full force and effect for the balance of the Term following the consummation of any such sale.

(c) MR's right of first refusal shall survive, and continue in full force and effect following, an assignment of this Lease to New Franchisee. MR shall have the right to assign its right of first refusal, before or after MR's exercise thereof, to New Franchisee.

(d) MR's right of first refusal shall not apply to sales or transfers to members of the immediate family of Lessor or Lessor's shareholders, to a different corporation owned or controlled by Lessor or Lessor's shareholders or members of their immediate family, to a partnership comprised of Lessor, Lessor's shareholders or members of their immediate family, or to a trust established by Lessor or Lessor's shareholders and under which members of their immediate family constitute a majority of the beneficiaries.

15. SIGNS AND FIXTURES. (a) Subject to compliance with applicable laws and ordinances, Lessee shall have the right to erect, maintain and operate any type or size of sign or signs on the Premises, provided such signs are related to the Automotive Use.

(b) Lessee shall have the right to install any equipment or fixtures required or desirable in the operation of its business, including roof top antennas and other electronic transmittal and receiving devices, which shall always be deemed personal property subject to repossession for protection of the interests of any conditional sales vendor or equipment lessor or similar lien seller thereof.

(c) Upon the expiration of this Lease, Lessee shall have the right to remove from the Premises any and all signs, equipment, fixtures and other personal property which may have been installed or placed thereon, provided that any damage to the Premises caused by such removal will be repaired by Lessee.

16. LIENS. If any act or omission of Lessee or claim against Lessee results in a lien or claim of lien against Lessor's title, Lessee, within 30 days of receipt of notice thereof, shall arrange for removal of, or a bond over, such lien and shall indemnify and hold Lessor harmless with respect to any such claim. Lessee may contest any such lien at its sole cost and expense.

17. LESSOR'S EXPENDITURES. Upon 15 days prior written notice to Lessee, Lessor may (but need not) in the event of Lessee's failure, omission or inadequate compliance with any of Lessee's

undertakings hereunder, make all expenditures or do such acts and things necessary to fulfill and satisfy any such undertakings. Such expenditures and Lessor's costs in connection therewith shall be at Lessee's expense and shall be payable as additional rent upon the first of the month next following.

18. WAIVER AND CUMULATIVE RIGHTS. No waiver of any breach of this Lease by Lessor or Lessee shall be considered to be a waiver of any other or subsequent breach. All rights and remedies of Lessor and Lessee herein provided or allowed by law shall be cumulative.

19. QUIET ENJOYMENT. Lessor represents and warrants that he is the legal owner of the Premises, that he is legally empowered to execute this Lease, and that: (i) under the zoning laws and all other laws, covenants, restrictions, regulations, ordinances and environmental regulations pertaining to the Premises and the improvements thereon, Lessee may, upon the effective date of this Lease, conduct the Automotive Use on the Premises; and (ii) Lessee, on payment of the rent provided for herein and performance of the undertakings aforesaid, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term with all the rights, privileges and for the uses herein provided.

20. REMEDIES OF LESSOR. (a) If Lessee defaults in the payment of rent or any other financial obligation hereunder and such default continues for 10 days (20 days if MR is Lessee) after Lessor's written notice thereto to Lessee, or if Lessee defaults in the prompt and full performance of any other provision of this Lease and such default by reason of Lessee's neglect or omission continues for 30 days (45 days if MR is Lessee) after Lessor's written notice thereto to Lessee, Lessor may forthwith terminate this Lease and Lessee's right to possession of the Premises and pursue all remedies available pursuant to applicable law; provided, however, that if the default is of such a nature that it is not capable of being totally cured within 30 days (45 days if MR is Lessee), Lessee shall not be deemed to be in default if Lessee has commenced to exercise reasonable diligence to cure the default within 30 days (45 days if MR is Lessee), continues to pursue curing of the default and cures the default as soon thereafter as is reasonably practicable.

(b) If Lessee fails to pay rent or any other financial obligation within 10 days after it is due, Lessor may assess a late charge equal to 10% of the overdue amount.

21. MITIGATION OF DAMAGES. Lessor shall have the duty to mitigate damages in the event of Lessee's default by using reasonable efforts to relet the Premises. Subject to this standard, Lessor may relet the Premises for a term greater or less than the balance of the Term, for other uses, and for rentals greater or less than provided for herein, and may grant concessions. Rentals received by Lessor upon reletting shall first be applied to reasonable brokerage, advertising and legal fees, reasonable expenses incurred by Lessor for repairs and alterations, and other reasonable expenses of reletting incurred by Lessor, and then applied to the rent and other obligations under this Lease.

22. ALTERATIONS. Lessee shall have the right, at its sole cost and expense, to replace or rebuild the improvements on the Premises or to make any alterations, additions and modifications to the Premises (collectively "Alterations"), whether structural and non-structural; provided, however, that any Alterations: shall conform to applicable laws and codes; shall not reduce the size or cubic content of the building; and shall be equivalent in quality to the existing Premises. Prior to commencement of any Alterations, Lessee shall, upon request, provide Lessor copies of all required permits and plans and specifications for the Alterations. The Alterations shall, upon installation, become Lessor's property and shall remain upon and be surrendered with the Premises. Nothing contained herein, however, shall be construed to give Lessor title to, or prevent the removal of, Lessee's trade fixtures and movable furnishing or equipment (including hoists and racking).

23. CONSENT. Where consent is required hereunder, such consent shall not be unreasonably withheld or delayed.

24. MEMORANDUM OF LEASE. Upon the expiration or termination of this Lease, Lessee shall provide Lessor with a release, in recordable form, of any recorded memorandum of this Lease.

25. HAZARDOUS MATERIALS AND SUBSTANCES. (a) Lessor agrees to indemnify, defend and hold harmless Lessee, its subtenants and assignees, and its members, managers, officers, agents, employees, representatives, affiliates, subsidiaries, parents and any and all persons acting by, through, under or in concert with them, or any of them, from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee or its subtenants and assignees as a result of any occurrence, matter, condition, presence, discharge, disposal, act or omission involving Environmental Laws (as hereinafter defined) or Hazardous Materials (as hereinafter defined) which arose, originated or occurred during the period Lessor (or any entity owned or controlled by Lessor or its owners) owned fee title to the Premises (up to the Commencement Date) or the period any Lessor Party operated a Midas Shop on the Premises and which failed to comply with Environmental Laws or any common law theory.

(b) Lessee agrees to indemnify, defend and hold harmless Lessor, its shareholders, directors, officers, agents, employees, representatives, affiliates, subsidiaries, parents and any and all persons acting by, through, under or in concert with them, or any of them, from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessor as a result of any occurrence, matter, condition, act or omission involving Environmental Laws or Hazardous Materials which are caused by Lessee subsequent to the Commencement Date and which failed to comply with Environmental Laws or any common law theory.

(c) "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which at the time of the execution of the Option and Shop Lease or at any time thereafter is regulated by any local governmental authority, the State in which the Premises is located, or the United States Government, including but not limited to, any material or substance which is: (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of State law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 et seq. (33 U.S.C. Sec. 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601).

(d) "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

26. NOTICES: All notices required or permitted hereunder shall be in writing and either (i) personally delivered, (ii) sent Certified U.S. Mail, return receipt requested, or (iii) sent by reputable, recognized overnight courier service regularly providing proof of delivery, to Lessor at the place where rent is payable and to Midas Realty, LLC (as Lessee and MR) at 4300 TBC Way, Palm Beach Gardens, Florida 33410, Attention: Vice President - Development, with a copy to the General Counsel, or elsewhere as either

party designates. Notice shall be effective upon delivery (if personally delivered) or on the delivery date indicated by the post office or courier on its proof of delivery receipt or electronic version thereof.

27. SURRENDER OF PREMISES. Except as provided in Section 22 hereof, upon the expiration or termination of this Lease, Lessee shall peaceably quit and surrender the Premises to Lessor in a condition substantially equivalent to their condition at the Commencement Date, reasonable wear and use excepted.

28. SUCCESSOR AND ASSIGNS. The rights, obligations, covenants and conditions of and for Lessor and Lessee shall be binding upon and inure to the benefit of their heirs, executors, administrators, successors, sublessees and assigns, including but not limited to subsequent holder of fee title to the Premises. Upon a conveyance of the Premises by Lessor, Lessor shall be relieved of all further obligations under this Lease except with respect to the obligations set forth in Section 25 hereof for the period prior to such conveyance by Lessor.

29. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties regarding the leasing of the Premises and, excepting any obligations or liabilities that survived the termination or expiration of any prior lease, sublease, option or lease assignment (which obligations/liabilities shall continue to survive), supersedes any prior agreements or understandings relating thereto. Notwithstanding the foregoing, in the event that Lessor was disclosed with a Franchise Disclosure Document by Franchisor in conjunction with executing the Option and Shop Lease out of which this Lease arose ("FDD"), then nothing in this Lease is intended to disclaim any representations by Franchisor in such FDD. This Lease may be modified or amended by, and only by, a written instrument executed by Lessor and Lessee.

30. FORCE MAJEURE. The period of time during which Lessor or Lessee is prevented from performing any act required to be performed under this Lease (other than Lessee's direct monetary obligations) or by reason of fire, catastrophe, strikes, lockouts, civil commotion, acts of God, the public enemy, governmental prohibitions or preemptions, embargoes, inability to obtain material or labor by reason of governmental regulations or prohibitions, the act or default of the other party, delays occasioned by the adjustment of any casualty loss, or other events beyond the reasonable control of Lessor or Lessee, as the case may be, shall be added to the time for performance of such act.

31. ESTOPPEL CERTIFICATE. Upon request of either party, the other party shall, within 10 business days, deliver to the requesting party a written estoppel statement certifying and stating: that this Lease is in full force and effect; any amendments or modifications; the dates to which the rent and other payments due have been paid; whether or not either party is, to the knowledge of the certifying party, in default, or whether there have occurred events which with the passage of time will constitute a default, and, if so, specifying such defaults and events. Each estoppel statement shall be directed to and state that it may be relied upon by whatever addressee the requesting party may designate.

32. ENFORCEMENT. Lessor and Lessee agree that they shall pay the reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in any action or proceeding to enforce the provisions of this Lease.

33. SURVIVAL. The rights, remedies and obligations of Lessor and Lessee (including MR, unless otherwise specifically excepted herein) in this Lease shall survive the termination and expiration of this Lease or MR's assignment of this Lease (pursuant to Subsection 13(a)), except that the foregoing shall not be construed to have the effect of preventing Lessor from exercising, after the term of this Lease shall have terminated or expired, all rights available to Lessor as the fee simple titleholder of the Premises prior to execution of this Lease. Notwithstanding the above, Lessee's right of first refusal shall not survive the termination or expiration of this Lease; provided, however, Lessee's right of first refusal (including its full 30 days to exercise such right) shall apply to any offer for the purchase of the Premises which Lessor shall

be ready and willing to accept at any time prior to Lessee giving its Exercise Notice or at any time during the Term.

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

LESSOR:	**LESSEE:**
[*Insert Entity Name*]	Midas Realty, LLC
By: _____ , President/Managing-Member	By: _____ Print Name:_____ Print Title:_____

The undersigned Franchisee under the Franchisee Agreement hereby agrees to observe, perform, and be bound by Lessor's covenants, obligations and undertakings under the foregoing Option and Shop Lease.

FRANCHISEE:

[*Insert Entity Name*]

By: _____
, President/Managing-Member

EXHIBIT F-4

CONDITIONAL ASSIGNMENT OF LEASE

This Conditional Assignment of Lease (this "CAL") is entered into by and between _____ ("Assignor") and Midas Realty, LLC ("Assignee") on this _____, 20___. In consideration of Midas International, LLC ("Franchisor"), which is an affiliate of Assignee, granting Assignor a franchise to operate a Midas Shop at _____ ("Premises"), pursuant to a franchise agreement ("Franchise Agreement"), Assignor hereby assigns, grants and conveys to Assignee, its nominees, successors or assigns, all of Assignor's right, title and interest, including any security deposit, as tenant, in and to the lease ("Lease") dated _____, for the Premises, wherein _____ ("Lessor") is the landlord, a copy of which is attached hereto and incorporated herein as Exhibit A ("Assignment"). Assignor represents, warrants and covenants that: it is the tenant under the Lease; Exhibit A represents a true and complete copy of the Lease including all attachments and amendments; the Lease is in full force and effect and there is no default under the Lease; and Assignor shall not amend or terminate the Lease without Assignee's advance written consent. Provided, however, the Assignment is subject to the following conditions:

1. The Assignment is conditional and shall become effective and operative ("Triggered") each time any of the following events occurs:

(a) The Franchise Agreement expires or is terminated by either party for any reason, by its terms, by law or by court or arbitrator's order. The term Franchise Agreement shall also include: (i) any extensions of the term of the Franchise Agreement; (ii) any renewal, successor, restated or reinstated Franchise Agreement relating to the Premises; and (iii) in Assignee's sole discretion, an operating agreement or license under which the Midas Shop continues in operation from time to time following the termination or expiration of the Franchise Agreement; or

(b) Assignor defaults, or is alleged to have defaulted, under the Lease. Assignor shall immediately notify Assignee in writing of any default or alleged default by Assignor upon defaulting or receiving a default notice and shall give Assignee a copy of such default notice. Assignor grants Assignee the right to cure any default or alleged default by Assignor; or

(c) Assignor does not exercise a renewal option under the Lease ("Renewal") at least 30 days prior to the deadline for exercising the Renewal or Assignor informs Assignee that Assignor does not intend to exercise the Renewal; provided, however, the Assignment shall not become effective and operational under this subparagraph (c) if: (i) Franchisor had previously given Assignor written approval for relocating the franchise to a specific location; or (ii) Assignor had previously given Assignee written notice that it intends to negotiate a Lease extension on different terms than are applicable to the Renewal and Assignor is, in fact, diligently conducting such negotiations. Assignor authorizes Assignee or Franchisor to inquire of Lessor whether Assignor has exercised a Renewal or is conducting negotiations to extend the Lease or about other matters related to the Lease and Premises.

Notwithstanding anything to the contrary contained herein, an Assignment shall not be considered to be Triggered when the Franchise Agreement is terminated in association with a transfer approved by Franchisor and the transferee executes a new Franchise Agreement with Franchisor and an acknowledgment of this Conditional Assignment of Lease or a new Conditional Assignment of Lease.

2. In the event the Assignment is Triggered and Assignee exercises the Assignment, Assignor shall surrender and deliver possession of the Premises to Assignee upon ten (10) days written notice from Assignee. If Assignor fails to deliver possession within ten (10) days, Assignor agrees that Assignee shall have the right to enter, and take possession of, the Premises without process of law or to commence an action for entry on account of such wrongful withholding of possession or to pursue any other available legal or equitable remedies.

3. Effective upon (and only upon) Assignee's exercise of the Assignment and surrender and delivery of possession of the Premises to Assignee ("Transfer Date"): (i) Assignee shall assume Assignor's obligations under the Lease accruing from and after the Transfer Date; (ii) Assignee shall indemnify and hold Assignor harmless with respect to all obligations under the Lease imposed upon Assignee, as tenant, arising from the Transfer Date until such time as Assignee is no longer the tenant. Without limiting the generality of the foregoing, Assignee shall not assume, or indemnify and hold Assignor harmless from, any monetary, maintenance or repair, environmental, indemnification or other liabilities or claims which arose, accrued or related to acts or omissions occurring prior to the Transfer Date.

4. Assignor hereby agrees to indemnify and hold harmless from, and to immediately reimburse Assignee for, all costs, expenses, damages and claims, including attorneys' fees and costs, incurred by Assignee in enforcing this CAL or in curing Assignor's default or alleged default under the Lease or relating to Assignor's obligations under the Lease.

5. Assignee may at its option exercise or abandon the Assignment each time it is Triggered. Assignee may exercise the Assignment by giving Lessor and Assignor notice in writing served by certified mail, personal delivery or courier service: (i) within thirty (30) days immediately following: (1) the expiration or effective date of the termination of the Franchise Agreement; or (2) receipt by Assignee of a written or emailed notice of default or alleged default by Assignor under the Lease; or (ii) at any time not later than the deadline for exercising a Renewal. In the absence of such exercise by Assignee, neither the Assignment nor the Lease shall be binding on Assignee. Failure of Assignee to exercise the Assignment when Triggered shall not constitute a waiver of Assignee's right to exercise the Assignment any other time it is Triggered.

6. As a material condition hereof, if Assignor or any owner of Assignor or of the Franchisee under the Franchise Agreement acquires legal or equitable title to the Premises, then Assignor shall simultaneously and promptly execute and enter into, or shall cause the titleholder to the Premises to simultaneously and promptly execute and enter into, Assignee's standard option and Shop lease document or whatever other real estate control documents Assignee generally uses at such time.

7. Assignor agrees that the obtaining of Lessor's consent to this CAL, if such consent is, in Assignee's opinion, required, shall be the sole responsibility of Assignor; provided that the lack of Lessor's consent shall not affect the enforceability, or constitute a defense by Assignor to the validity or enforceability, of this CAL or the Assignment.

8. Assignor shall provide Assignee with a legal description of the Premises in recordable form. This CAL or a notice hereof shall be recorded against title to the Premises.

9. The obligations of Assignor under this CAL shall be binding upon Assignor's successors, assigns and sublessees. Any assignment of the Lease or sublease of the Premises by Assignor shall be subject and subordinate to Assignee's rights under this CAL which rights shall not be affected by such assignment or sublease.

10. This CAL and the Assignment and the interest in and rights of Assignee hereunder shall (without further agreement or writing being required) automatically apply to: (i) any exercised Renewal or extension of the term of the Lease; and (ii) any new lease for the Premises entered into by Assignor or the Franchisee (or by any person or entity owning an interest in, or affiliated with, Assignor or the Franchisee) while the Franchise Agreement, including any extension of the franchise relationship thereunder, or any subsequent Franchisor franchise agreement relating to the Premises is in effect ("New Lease"). Assignor agrees to (a) promptly notify Assignee of any exercised Renewal, extension of the term of the Lease or New Lease, (b) provide Assignee a copy of any agreements or notices relating to any exercised Renewal or extension of the term of the Lease and a copy of any New Lease, and (c) sign, upon request, an acknowledgment, in form satisfactory to Assignee, of the applicability of the Assignment to any exercised Renewal, extension of the term of the Lease or New Lease. If the person or entity exercising a Renewal, extending the term of this Lease or entering into a New Lease is not Assignor but is Franchisee or an owner or affiliate of Assignor or Franchisee, Assignor agrees to cause such person or entity to perform the obligations in parts (a), (b) and (c) of this paragraph.

11. In the event the Assignment is Triggered and Assignee exercises the Assignment, Assignee shall have the right, without the consent of Lessor, to sublet all or any part of the Premises to a Midas franchisee.

12. Notices hereunder shall be in writing and sent: to Assignor at the Premises or Assignor's business office or home address; to Lessor at the address(s) specified in the Lease for notices or rent payment or at its business office; and to Assignee at 4300 TBC Way, Palm Beach Gardens, Florida 33410.

In witness whereof, the parties have executed this CAL.

ASSIGNOR:	**ASSIGNEE:**
[*Insert Entity Name*]	Midas Realty, LLC
By: _____	By: _____
, President/Managing-Member	Print Name: _____
	Title: _____

The undersigned hereby agree to observe, perform, and be bound by Assignor's obligations under the foregoing CAL and Assignment.

_____	_____
, Individually	, Individually

LESSOR'S CONSENT TO THE CONDITIONAL ASSIGNMENT OF LEASE

Lessor hereby: consents to the terms of the foregoing CAL and the Assignment including its applicability to any Renewal, extension of the term and New Lease; agrees that any further assignment of the Lease or sublease of the Premises by Assignor to a third party shall be subject and subordinate to Assignee's rights under the CAL which shall not be affected by such assignment or sublease; agrees that the CAL shall be recorded against title to the Premises (provided, however, Assignee shall be obligated to execute and deliver to Lessor a recordable release of the CAL upon expiration of Assignee's rights under the CAL); agrees to give Assignee a copy of any default notice Lessor serves on Assignor at the same time Lessor serves such notice on Assignor; agrees that Assignee shall have the same right and opportunity to cure such default as Assignor is given under the Lease; agrees, upon Assignee's request, to promptly inform Assignee whether Assignor has exercised a Renewal or is conducting negotiations to extend the Lease; agrees that Assignee, as successor tenant, shall have the right to exercise any Renewal; and agrees to recognize Assignee or its nominee as the successor tenant under the Lease in the event that the Assignment becomes operative at the election of Assignee. In the event Assignee assumes possession of the Premises as a successor tenant, Lessor agrees that Assignee, or its affiliate or successor, may sublet the Premises to any franchisee of Franchisor from time to time during the remaining lease term and Renewals without Lessor consent.

LESSOR:

[*Insert Entity Name*]

By: _____
, President/Managing-Member

EXHIBIT F-5

ASSIGNMENT OF LEASE (SUBLEASE)

In consideration of ten dollars ($10.00) and other valuable consideration, receipt of which is hereby acknowledged, _____ ("Assignor"), hereby transfers and assigns all of its right, title and interest, as Lessee/Sublessee, in and to the lease/sublease, dated _____ ("Lease/Sublease"), for the premises at _____, attached hereto as Exhibit A, including any amendments, to _____, a _____ ("Assignee"), having an address of _____, effective _____, 20___ ("Effective Date").

In consideration of this assignment and Lessor/Sublessor's consent hereto, Assignee hereby:

(1) assumes, and agrees to perform, all covenants, obligations, representations, warranties and undertakings of Lessee in the Lease/Sublease and hereby assumes responsibility for all existing conditions under the Lease/Sublease and all prior and existing uncured breaches and defaults of Lessee under the Lease/Sublease; and

(2) agrees that it shall pay all Gross Sales percentage rent for: (a) the entire calendar year preceding the year in which this assignment occurs (if unpaid by Assignor) (payable upon the Effective Date); (b) the entire calendar year in which this assignment occurs (the following March 1); and (c) the remainder of the term of the Lease/Sublease.

Assignor and Assignee acknowledge that it is their responsibility (not Lessor/Sublessor's) to calculate and make between themselves any appropriate prorations for the transfer of the security deposit (if applicable), any Gross Sales percentage rent, and any other expenses of any kind (e.g., rent, common area charges, taxes and tax deposit accounts) in connection with this assignment and the sale of the Midas Shop at the demised premises.

ASSIGNOR:	**ASSIGNEE:**
[*Insert Entity Name*]	[*Insert Entity Name*]
By: _____ , President/Managing-Member	By: _____ , President/Managing-Member

GUARANTY

Guarantor hereby guarantees to Lessor/Sublessor the payment of rent, taxes and other monetary obligations of Lessee under the Lease/Sublease and the performance by Lessee of all obligations, liabilities, undertakings, warranties and representations of Lessee under the Lease/Sublease. Guarantor hereby waives any extension of time, indulgence or waivers granted by Lessor/Sublessor to Lessee or any other action or modification of the Lease/Sublease terms whereby the liability of Guarantor but for this provision would be released. Guarantor also agrees to pay all expenses, including attorneys' fees, incurred by Lessor/Sublessor in enforcing this guaranty or the obligations of Lessee under the Lease/Sublease. If there is more than one Guarantor, the references herein to "Guarantor" shall be deemed plural, and this guaranty shall be their joint and several undertaking.

GUARANTOR(S):

_____ _____

, Individually , Individually

CONSENT

Midas Realty, LLC (or Midas Property, LLC) ("Lessor/Sublessor") hereby consents to the foregoing Assignment of Lease (Sublease) in accordance with the terms and conditions thereof.

LESSOR/SUBLESSOR:

Midas Realty, LLC/Midas Property, LLC

By: _____
Print Name: _____
Print Title: _____

EXHIBIT F-6

DEFERRED MAINTENANCE AGREEMENT

In conjunction with the proposed sale of the Midas Shop at _____ ("**Shop**"), from the undersigned Seller to the undersigned Buyer, Seller and Buyer acknowledge and hereby agree and confirm the following to Midas International, LLC ("**Midas**"):

- Midas (or its contractor) inspected the Shop on _____, 20___, to ascertain obvious deferred maintenance items under the Shop lease or sublease;

- Midas requires, as a condition of consenting to the sale of the Shop, that the items listed on Exhibit A be completed and repaired by Seller or Buyer within 90 days after the closing of the sale of the Shop. If the items listed on Exhibit A are not completed within 90 days after the closing of the sale of the Shop, Midas has the right to perform the work and charge the cost to Buyer in the form of additional rent;

- Midas' inspection was limited in scope and was undertaken solely to ascertain obvious deferred maintenance items and Midas makes no representation of any kind as to the condition of the Shop property;

- Midas' inspection did not include (among other things) the roof, heating and air conditioning system, plumbing fixtures and lines, the shop equipment including the hoists, underground installations or the environmental condition of the property;

- The fact that something is not listed on Exhibit A does not mean that it is in good or acceptable condition for purposes of the tenant's/subtenant's obligations under the lease/sublease;

- This Deferred Maintenance Agreement does not limit or replace the Seller's or Buyer's obligations under the lease or sublease or the Midas Franchise Agreement; and

- Seller and Buyer are responsible for conducting (and advised to conduct) its/their own thorough inspection of the Shop property.

ACKNOWLEDGED AND AGREED:

Seller:	Buyer:
By: _____	By: _____
Title: _____	Title: _____
Printed Name: _____	Printed Name: _____
Date: _____, 20__	Date: _____, 20__

EXHIBIT A

EXHIBIT G

RESERVED
FOR FUTURE USE

EXHIBIT H: SONSIO WARRANTY USER AGREEMENT

(Standard Version and CLIP State Version)

User Agreement for Midas Road Hazard Protection Online Road Hazard Program

This User Agreement ("**Agreement**") is a contract between you and Sonsio Management, Inc. (Sonsio International of Wisconsin, Inc. for dealers located in New York and Washington), and applies to your use of the Midas Road Hazard Protection Online Road Hazard Program and Services (collectively the "**Program**"), whose Program Administrator is Sonsio Management, Inc. or Sonsio International of Wisconsin, Inc. **By your participation in this Program you agree to be bound by the terms and conditions of this Agreement. Your participation in the Program is evidenced by your enrollment in and sales of the Midas Road Hazard Protection Road Hazard Program.**

You must read, agree with, and accept all of the terms and conditions contained in this Agreement, which include those terms and conditions expressly set out below and those incorporated by reference, before you may enroll in the Program.

To the extent provided in Section 8 (A), Sonsio may amend this Agreement at any time by providing written notice of the amended terms 30 days prior to their effective date. By continuing to participate in the Program, you accept the changes to the Agreement.

In this Agreement, "you" or "your" means any person or entity using the Program. Unless otherwise stated, "Sonsio," "we" or "our" will refer collectively to Sonsio Management, Inc. and Sonsio International of Wisconsin, Inc.

1 Eligibility

A. In order to be eligible for the Program, you must:
   i. utilize the Sonsio Online Road Hazard Point-of-Sale system (the "**System**"),
   ii. provide a valid email address and have the ability to receive email regularly or provide a dedicated fax machine, and
   iii. complete the Dealer Account Setup Form, enrollment process, and

B. You must have no past-due invoices for road hazard stamps, or you must resolve them prior to being activated on the Program. Past-due invoices for road hazard stamps may be resolved using the designated EFT account or credit card to which your road hazard plan sales are billed.

C. You must agree to process all sales of road hazard plans at the time of purchase through the System. All road hazard transactions must be completed so that the customer receives their Program Certificate prior to leaving your facility once the installation of their tires is complete. If you request the customer's email address, and the customer provides it to you, the System will also provide an electronic copy of the Program Certificate to the customer via email.

2 Dealer Account Setup

A. A Dealer Account Setup Form is attached hereto as **Exhibit C** to this Agreement. You must complete and fax back or mail in to finalize your account setup.

B. The following information is necessary to setup your account:
   - DBA (Doing Business As - business entity/name)
   - Business Address, City, State, Zip
   - Contact Name
   - Phone Number
   - Fax Number
   - Sales Email Address
   - Business Federal Taxpayer Identification Number

     [A Taxpayer Identification Number (TIN) is an identification number used by the Internal Revenue Service (IRS) in the administration of tax laws.]

This information is used strictly to enroll you in the Program, and establish your account for use as outlined in this Agreement. This information is used only for Program administration, and is not sold or rented to third parties for marketing purposes.

C. You will receive an email confirming that your setup information has been submitted. If you do not receive this email please contact the Program Administrator at 1-866-588-0670 for assistance completing your enrollment.

D. Once we have completed your account setup, you will receive an email from the Program Administrator providing the directions to finalize your account setup within two business days of submitting your account information.

E. To finalize your account setup and to activate your online account in the System, contact the Program Administrator to schedule a training session. You must complete the training in order to activate your account. The Program Administrator will provide you access to your account in the System for road hazard plan sales.

F. You must provide at least 5 days notice, barring unforeseen circumstances, if any change to your account setup information is required, including but not limited to designated EFT account numbers, or credit card account numbers and expiration dates.

G. You agree to actively maintain your accounts, and to provide Sonsio with updated account set-up and payment information as necessary or required.

3 Sales Payments

A. Pursuant to Section 5, Sonsio will electronically debit your designated EFT account or charge your credit card for weekly road hazard plan sales based on sales information transmitted and collected through the System. These weekly charges will be available for your review through Sonsio Online when you login to your account. You will receive an email notification instructing you to login to view your invoice.

B. The sales payment is a single transaction equal to the total amount of road hazard plans processed within the weekly billing periods, which are Wednesday through Tuesday.

C. Email notices will be sent weekly when you have a new invoice. The email directs you to login to your Sonsio Online account to view your invoice.

D. You are solely responsible for ensuring that adequate funding exists and for maintaining the designated EFT account or credit card account to which sales payments are charged, and you must provide at least 5 days notice of a change to your account information to allow for your account setup to be modified to reflect the changes.

E. You are solely responsible to provide notification to Sonsio if you suspect that any charge expected or any charge to your account is in error. Failing to provide such notification may limit the type of assistance available or the time frame for problem resolution.

4 Program Terms and Conditions

A. The terms and conditions of the Midas Road Hazard Program are set forth in **Exhibits B-1 and B-2** to this Agreement. This language is provided to the customer in the form of the Program Certificate and the Program Wallet. **Customers must receive their Program Certificate prior to leaving your facility once the installation of their tires is complete.**

B. This Program provides reimbursement for flat tire repair and/or tire replacement, up to the original purchase price of the tire or the replacement tire price, whichever is less, not to exceed a maximum of $399.99 ("**Benefit Limit**") during the Coverage Term, when an eligible tire is damaged by a road hazard.

C. TIRES REPLACED UNDER THE PROGRAM BY A DEALER PARTICIPATING IN THE MIDAS ROAD HAZARD PROGRAM ARE REIMBURSED TO THE DEALER BASED ON THE WHOLESALE PURCHASE PRICE OF THE REPLACEMENT TIRE.

D. The Program covers tires priced up to $399.99. In the event a road hazard plan is sold to cover a tire with a retail price greater than $399.99, the maximum payable under full replacement shall

not exceed the lesser of the wholesale purchase price of the replacement tire or $399.99. **In the event that the original tire purchase price is entered incorrectly in the System, the Program Benefit Limit shall be capped at the amount entered as the original retail tire purchase price. It shall be your sole responsibility to cover the difference in the eligible coverage amount for the customer.**

E. Abnormal wear on the tire from neglect is not a road hazard condition and may affect the adjustment amount or deem the tire ineligible. If any portion of the tread that comes in contact with the road is worn down to 2/32" or less, the tire is not eligible for reimbursement under the Program.

F. Some tires are selected for inspection. If a tire is requested for inspection, you will receive an email from the Program Administrator that explains which tire is required for inspection and how to ship it. You will receive a FedEx Shipping Label sent by email with further shipping instructions. Sonsio bears the cost of shipping the tire to be inspected. Sonsio reserves the right to send an inspector to your location to examine the damaged tires. Sonsio bears the cost of inspectors sent to your facility.

G. The sale invoice must include the following information:

- Date of the Sale
- Customer Information (Name, Address, City, State, Zip, Phone Number)
- Vehicle Information (Year, Make, Model, VIN, License Plate Number)
- Tire Information (Tire Brand, Type and Size)
- Purchase Price of the Tire
- Tire DOT (Department of Transportation) Number (for each tire being covered)

H. All claims must be submitted in accordance with the Program terms and conditions as set forth in **Exhibits B-1 and B-2** to this Agreement.

i) Claim Validation. When a customer presents a tire that was damaged by a road hazard, follow these steps to validate the claim:

- Obtain a copy of the customer's original invoice and Program Certificate. Verify that the invoice shows the purchase of a Road Hazard Plan and matches the information on the Program Certificate.
- Verify that the DOT number on the damaged tire matches the DOT number recorded on the original invoice and Program Certificate.
- Verify that the damage to the tire is due to a covered road hazard.
- Measure and record the remaining tread (must be greater than 2/32 of an inch).
- Record the current mileage.
- Contact the Program Administrator as instructed on the customer's copy of the Program Certificate.

ii) Questions Regarding Repair and Replacement Claims. If you have a question about a road hazard situation, call the Program's toll-free number for assistance. A technician will assist you with your questions and setting up a claim.

iii) Questions Regarding Shipped Tires. If you have a question about a tire you shipped, contact the Program Administrator for assistance at 1-888-468-2262 or send an email to shippedtires@sonsio.com. Make sure you include your name, facility name, facility phone number, repair invoice number, and customer name.

5 Program Fees

A. Road Hazard Program Fees.

i. Your price for each RHRN is set forth in **Exhibit A** to this Agreement.

ii. The price may change over time based on your performance, including loss ratios.

iii. In order to control risk, Sonsio will implement various risk mitigation actions including but not limited to dealer education, betterment pricing, etc.

iv. You will be notified in writing of any modification to your price in accordance with Section 8 (G).

v. In accordance with Section 3, you will receive an email weekly when you have a new invoice directing you to login to your Sonsio Online account to view your invoice. Your invoice will detail the prior week's sales, and your designated EFT account or credit card will be charged for each road hazard plan sold.

B. **Road Hazard Registration Numbers.** The System will provide a Program Certificate identifying the unique road hazard registration number ("**RHRN**") generated for each road hazard plan sold. One RHRN is required for each tire being covered under the Program. You can set the price of the RHRN to your customer.

C. **Road Hazard Wallet.** Program Road Hazard Wallets are not required. **However, you must ensure that every customer receives a copy of the Program terms and conditions without fail.** The Road Hazard Wallets contain the terms and conditions of the Program along with other important information. You may order Road Hazard Wallets and other Program collateral by emailing your request to your Sonsio Account Representative or by calling the Program toll-free number. Payment for each order will be charged to your designated EFT account or credit card.

D. **Electronic Fund Transfers.** If you elect to authorize electronic fund transfers ("**EFT**") for payment, complete the EFT portion of **Exhibit C**.

i. Debits to your designated EFT account shall post within two (2) business days after Sonsio notifies you of a new invoice by email.

ii. **Non-Sufficient Funds (NSF) Fee.** If a NSF occurs, the bank will make three attempts within 10 days to process the payment. In addition to the amounts invoiced by Sonsio for weekly sales, you will be charged a NSF fee for each NSF that is charged to Sonsio. The current NSF Fee is $50. This fee is subject to change based on the amount charged to Sonsio or as bank fees increase. Upon our notification of a NSF, we will notify you by phone, fax and/or email and ask that the situation be rectified. If we are unable to process your payment successfully within one (1) business day, your Program access through the System will be deactivated until your outstanding balances, and associated fees are resolved. If your account is deactivated, we will send a letter to you notifying you of the current status and the steps required to reactivate you on the Program.

E. **Credit Card.** If you elect to utilize a credit card (Visa or Mastercard) for payment, complete the credit card portion of **Exhibit C**.

i. If your credit card is rejected or declined, we will make one attempt to reach the billing contact person you identified by telephone to get the correct credit card information before we make a second attempt to process your payment.

ii. If we are unable to process your payment successfully within one (1) business day, Sonsio will disable your access to sell the Program through the System. Your account will remain disabled until the payment issue is resolved and all past due balances and any associated fees are paid in full. If your account is deactivated, we will send a letter to you notifying you of the current status and the steps required to reactivate you on the Program.

F. **Reactivation Fee for Deactivated Accounts.** If your Program access through the System has been deactivated, reactivation will occur once the outstanding balances, and associated fees are resolved. You will be charged a $100 reactivation fee prior to reactivating your account. Once you have been deactivated, reactivation will require a deposit equivalent to your average monthly road hazard sales (the minimum deposit is $1000.00.) If you are deactivated a second time you will not be allowed to reactivate, and your options to sell road hazard will be limited to participation in a Road Hazard Stamp Program.

6 Termination

A. Involuntary Termination Due to Default. If your participation in the Program is terminated due to your failure to make payments or to provide correct information for payment, your account will be deactivated, and you will no longer be able to utilize the System to sell road hazard coverage. In the event that road hazard plans have been sold but not paid for due to rejection of your credit card, failure to fund your designated EFT account, failure to provide correct information for payment, or refusal to pay, we will not pay the resulting claims.

B. Involuntary Termination Due to Abuse, Deception, Fraud, and or Excessive Risk. In the event that you have intentionally or unintentionally attempted to abuse the system for personal gain or submitted deceptive, misleading or fraudulent claims, Sonsio reserves the right to deactivate your account and/or remove you from the Program. Prior to the termination of your Program enrollment, Sonsio will have (i) contacted Midas corporate; (ii) contacted you by phone to explain the areas of concern, and provide training, guidance, and assistance; (iii) sent an email to you recapping the phone call and action items (if applicable); (iv) followed-up with you to discuss progress and review corrective action; (v) if unresolved, sent a termination letter to you 30 days in advance of the effective date; and (vi) processed payment for all outstanding sales.

C. Voluntary or Involuntary Termination Due to System Utilization. In the event that you are no longer utilizing the System, your access to the Program will be terminated. The Program Administrator will contact you to reconcile your account and you will no longer be able to sell road hazard plans through the System.

D. Voluntary Termination of Program Participation. If you elect to no longer participate in the Program, you must provide 15 business days notice of your intent to withdraw from the Program so that all outstanding payments for sales can be processed.

7 Remedies and Sonsio's Right to Collect From You

A. In the event that road hazard plans have been sold but not paid for due to rejection of your credit card, failure to fund your designated EFT account, failure to provide correct information for payment, or refusal to pay, or due to your failure to process the sales through the System, Sonsio will do one or more of the following:

   i. Sonsio will not pay the resulting claims, OR

   ii. In the event that Sonsio does pay a resulting claim, Sonsio will charge the amount of the claim to your designated EFT account or credit card, AND

   iii. Your account will be deactivated.

B. If there are any outstanding fees or amounts owed to Sonsio at the time your enrollment in the Program is terminated, whether voluntarily or involuntarily, you will have 30 days to pay the balance due in full or the unpaid road hazard plans will be voided.

C. If there is an outstanding amount due to Sonsio after the 30-day period, we will withhold claim payments to you in an amount equal to that of the outstanding fees or charges due.

D. In the event that it becomes necessary for Sonsio to take further action to collect such unpaid amounts, Sonsio shall be entitled to collect, in addition to the amounts owed, interest on the unpaid balance at the rate of twelve percent (12%) per annum, and all costs of collection, including reasonable attorney's fees.

8 Other Provisions

A. Program Modifications. From time to time, as deemed advisable based upon experience with the Program, Sonsio reserves the right to alter and amend the User Agreement and the Program; provided that (i) Sonsio gives thirty (30) days prior written notice of all such changes to you together with a statement of the reason or rationale for such change, or (ii) Sonsio provides written notice to you as soon as reasonably possible for changes required to remain compliant with state laws and

regulations which will be effective upon written notice to you or as otherwise defined within such notice from Sonsio, and (iii) no such amendment shall be applied retroactively to the terms of any Program purchased by a customer prior to the effective date of the amendment.

B. **Independent Contractor.** In performing their respective responsibilities under this Agreement, the User and Sonsio are independent contractors, and this Agreement is not intended to create and shall not be construed to create, a relationship of partner, joint venture, principal and agent or an association for profit between User and Sonsio. Sonsio and its affiliates and their employees are not and shall not be construed as employees, representatives, or agents for User for any purpose whatsoever. User and its affiliates and their employees are not and shall not be construed as employees, representatives, or agents for Sonsio for any purpose whatsoever.

C. **Force Majeure.** Neither party will be liable for the failure to perform, or delay in performing, any obligation that this Agreement imposes upon the party, if such failure or delay is caused by an Act of God or other cause which both prevents, hinders, delays, or otherwise makes performance of the obligation commercially impracticable and is beyond the reasonable control of the party whose failure or delay is being excused, including war, invasion, insurrection, civil commotion or disturbance, blockade, embargo, riot, flood, earthquake, fuel stoppage or shortage of fuel supply, power supply, raw materials or other necessary supplies or equipment, strikes, lockouts or other labor disturbances, the operation of statutes or law, interference by civil or military authority, or other governmental acts or regulations; provided that such failure or delay could not have been avoided by reasonable diligence on the part of the party claiming force majeure. The party claiming force majeure shall notify the other party, in writing, as soon as practicable after the notifying party becomes aware of the event. The notice must contain an estimate of the anticipated period during which performance will be prevented. If either party is excused from performance any obligation under this Agreement for thirty (30) days or more out of any period of sixty (60) consecutive days, the party that is able to perform may terminate this Agreement by giving the other party prior written notice.

D. **Indemnity.** Each party to this Agreement (“Indemnifying Party”) agrees to defend, indemnify and hold harmless the other party to this Agreement, its directors, officers, employees, agent, affiliates, subsidiaries and parent companies, if any (collectively the “Indemnified Party”), from and against any losses, damages, liabilities, costs and expenses (including reasonable attorney fees) arising from any and all third party claims or actions alleged or asserted against a party to this Agreement based upon: (1) any breach by the Indemnifying Party of its obligations set forth in this Agreement; (2) any negligence or intentional misconduct of the Indemnifying Party; (3) any misrepresentation by the Indemnifying Party regarding the Road Hazard Program; and (4) any damage resulting from a failure of the Indemnifying Party to be in compliance with any State regulatory requirements applicable to the Road Hazard Program at the time a non-compliant Program Certificate which is the basis of a third party claim was sold.

E. **Governing Law.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Colorado without regard to conflicts of law principles thereof.

F. **Assignment.** This Agreement may not be assigned by either party, by operation of law or otherwise, without the express written consent of the other party; provided, however, that Sonsio may assign this Agreement to an affiliate without the express written consent of the other party. Consent as required under this paragraph cannot be waived or granted except in writing.

G. **Third Parties.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than the parties hereto any rights or remedies under this Agreement.

H. **Notices**. All notices to you required to be given under this Agreement shall be in writing sent by electronic mail and/or by first class mail to the address you provide to Sonsio on **Exhibit C**. All notices to Sonsio required to be given under this Agreement shall be in writing sent by fax and/or by first class mail to the following address:

Midas Road Hazard Program Administrator
P.O. Box 17420
Golden, CO 80402-6023
Fax: 866-287-5177

Either party may change its above stated address from time to time as may be necessary or appropriate, provided it shall furnish the new address to the other party within a reasonable period (in no event to exceed twenty (20) days).

I. **Severability.** The invalidity or inability to enforce any term, covenant, or condition contained in this Agreement shall not render invalid any of the other terms, covenants or conditions contained herein.

J. **Marketing Contributions.** Sonsio warrants and represents that other than (a) advertising and marketing contributions specifically targeted to the Midas Road Hazard Protection Online Road Hazard Program, and (b) Midas International LLC convention and/or exhibitor fees based on published rates, it has not made or committed to make and will not make, without prior notice to IMDA, any payment or furnish any other consideration to Midas International LLC or any of its affiliates by reason of your participation in the Program.

K. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties, and it supersedes all prior agreements, understandings and negotiations, whether oral or in writing, between the parties with respect to the Program.

EXHIBIT A

ROAD HAZARD PROGRAM FEES

Pursuant to the terms of the User Agreement, you shall pay to Sonsio the amount as set forth below for each road hazard plan sold.

Your Price for Each Road Hazard Plan Sold

Effective Date	Product	Price per RHRN
June 1, 2019	3-year	$8.00
June 1, 2019	1-year	$3.95

Road Hazard Program Fees

i. The System will provide a Program Certificate identifying the unique road hazard registration number ("RHRN") generated for each road hazard plan sold. One RHRN is required for each tire being covered under the Program.

ii. The price may change over time based on your performance, including loss ratios.

iii. In order to control risk, Sonsio will implement various risk mitigation actions including but not limited to dealer education, betterment pricing, etc.

iv. You will be notified in writing of any modification to your price in accordance with Section 8 (G).

v. In accordance with Section 3, you will receive an email weekly when you have a new invoice directing you to login to your Sonsio Online account to view your invoice. Your invoice will detail the prior week's sales, and your designated EFT account or credit card will be charged for each road hazard plan sold.

MIDAS TIRE ROAD HAZARD PROTECTION 36-MONTH TIRE ROAD HAZARD PROGRAM

YOU MUST PRESENT THE ORIGINAL PURCHASE INVOICE AND PROGRAM CERTIFICATE TO SUBMIT CLAIMS FOR REIMBURSEMENT

This Tire Road Hazard Program ("Road Hazard Program") is offered by the selling dealer and is administered by Sonsio Management, Inc. ("Administrator").

WHAT IS COVERED: This Road Hazard Program is limited to the repair or replacement of Eligible Tires damaged as a result of a road hazard. Eligible Tire(s) are defined as: (i) the tires listed clearly on your original purchase invoice by brand, type, and size and Department of Transportation ("DOT") numbers, (ii) for which you purchased a Road Hazard Program from the selling dealer for each tire you desired covered, and (iii) for which a Road Hazard Registration Number for each tire is identified on the Program Certificate listing your first and last name and original tire purchase invoice number. Attach the Program Certificate to your original tire purchase invoice; both are required and must be presented when submitting claims for reimbursement.

TERM OF COVERAGE: This Road Hazard Program covers Eligible Tires for a term of 36 months from the Road Hazard Program purchase date printed on your Program Certificate, or until any part of the tire tread that comes in contact with the road has a tread depth of 2/32" or less, whichever occurs first ("Coverage Term").

WHAT IS ROAD HAZARD DAMAGE? Road hazard damage occurs when a tire fails during the course of driving in a legal manner on a road maintained by state or local authority. Nails, glass and potholes are the most common examples of road hazards.

WHAT ARE THE BENEFITS? This Road Hazard Program provides reimbursement as defined below for flat tire repair and/or tire replacement, up to the original purchase price of the tire or the replacement tire price, whichever is less, not to exceed a maximum of $399.99 ("Benefit Limit") during the Coverage Term, when an eligible tire is damaged by a road hazard.

WHAT ARE THE LIMITATIONS?

- Your original purchase invoice must include the following:
  - Tire Servicing Facility Name, address, and phone number
  - Your full name, address, and signature
  - The year, make, model, and mileage of your vehicle
  - The brand, type, size and DOT number of each tire
  - The purchase of the Road Hazard Program
- Your Program Certificate will include your full name, the original purchase price of the tire, your original tire purchase invoice number, Road Hazard Program purchase and expiration date, Road Hazard Registration Numbers, and terms and conditions.
- Attach your Program Certificate to your original tire purchase invoice.
- Under no circumstances will the eligible reimbursement amount exceed the Benefit Limit.
- Administrator reserves the right to limit reimbursement to the generally accepted retail replacement costs

WHERE YOU CAN OBTAIN SERVICE: Whenever possible you should return your vehicle to the original selling dealer. If you cannot return your vehicle to the original selling dealer, you may contact the Administrator at 1-866-588-0670 during normal business hours to receive assistance locating the nearest tire servicing facility.

FLAT TIRE REPAIR: If an Eligible Tire is damaged due to a covered road hazard during the Coverage Term and can be safely repaired per industry standards and guidelines, the tire may be repaired by the original or any tire servicing facility. The permanent patch/plug and the labor to perform the repair will be covered up to $25.00 per tire, per occurrence. You are responsible for any additional amounts including, but not limited to, mounting, balancing, taxes and miscellaneous fees. The Road Hazard Program will remain in effect for the repaired tire for the remainder of the Coverage Term. It is not necessary to contact the Administrator before having a flat tire repaired.

TIRE REPLACEMENT: If an Eligible Tire is damaged due to a covered road hazard during the Coverage Term and cannot be safely repaired per industry standards and guidelines, it will be replaced with an exact make/model of tire if available. If not available, a comparable quality tire will be installed. When a tire failure occurs during the Coverage Term, the tire will be replaced with coverage up to 100% of the Benefit Limit. You are responsible for any additional charges including, but not limited to, mounting, balancing, valve stem, taxes, disposal, and miscellaneous fees. IF YOU DESIRE TO INCLUDE THE REPLACEMENT TIRE IN THE ROAD HAZARD PROGRAM, YOU MUST PURCHASE A NEW ROAD HAZARD REGISTRATION NUMBER FOR THE REPLACEMENT TIRE.

YOUR RESPONSIBILITIES:

1. Properly care for and maintain your tires, including ensuring tires are operated at proper inflation pressures.
2. Use all reasonable means to protect your tires from additional damage.
3. Contact the Administrator at 1-866-588-0670 for prior authorization and a claim number before replacing a damaged tire.
4. Furnish such information as may be required.
5. Incur only expenses which are authorized in advance.
6. Payment of all expenses and costs not covered by this Road Hazard Program.
7. If a tire needs to be replaced and prior authorization cannot be obtained because the damage has occurred outside of the Administrator's normal business hours, you may elect to wait for authorization or proceed with a tire replacement. In order to be eligible for reimbursement: (1) if replaced, the damaged tire must be retained, AND (2) the Administrator must be contacted within 2 business days. There is no guaranteed eligibility.

WHAT YOU MUST DO TO MAKE A CLAIM WHEN AN ELIGIBLE TIRE IS DAMAGED:

1. If you have presented an Eligible Tire during the Coverage Term, the tire servicing facility will verify that the damage to the tire is due to a road hazard as defined above.
2. If the Eligible Tire can be safely repaired, you do not need to contact the Administrator for prior approval to repair the tire. The repair will be reimbursed as described under Flat Tire Repair.
3. **If the Eligible Tire cannot be safely repaired, the tire servicing facility must contact the Administrator at 1-866-588-0670 for prior authorization and to obtain a claim number (not required for flat tire repair). Prior authorization and a claim number must be obtained before replacing the damaged tire or your claim may be denied.**
4. You must sign the repair or replacement invoice.
5. You must present your original purchase invoice identifying the tires and showing the purchase of the Road Hazard Program with the Program Certificate and Road Hazard Registration Number(s). Your original purchase invoice must include the information listed above in the Limitations section.
6. The dealer will make a copy of the original purchase invoice and the repair/replacement invoice and return the original invoices to you.
7. The Road Hazard Registration Number used for the tire being replaced must be voided by the tire servicing facility.
8. Submit a copy of the original purchase invoice that clearly shows the information required above under Limitations, the Program Certificate, and a copy of the signed repair or replacement invoice to the Administrator. **Documents may be sent by fax to 1-866-449-3239, by email to tireclaims@sonsio.com, or by postal mail to Road Hazard Program Administrator, P.O. Box 17480, Golden, CO 80402-6024.** You must include the claim number provided to you if the tire was replaced.
9. You are responsible for all expenses and costs not covered by this Road Hazard Program.

10. Tires that require replacement must be made available for inspection if requested by the Administrator. If the Administrator requires the tire for inspection, you will be informed during the call to obtain prior authorization.
11. Tires being replaced must be surrendered to the tire servicing facility or to the Administrator if requested for inspection.
12. **ALL CLAIM DOCUMENTATION MUST BE RECEIVED BY THE ADMINISTRATOR (INCLUDING THE TIRE IF REQUESTED) WITHIN SIXTY (60) DAYS OF SERVICE, OR THE CLAIM MAY BE DENIED.**

EXCLUSIONS: THIS ROAD HAZARD PROGRAM WILL NOT PAY OR REIMBURSE FOR:

1. Failures to tires occurring when any part of the tire tread that comes in contact with the road has a tread depth of 2/32" (1.6mm) or less.
2. Replacements made without the Administrator's prior authorization.
3. Repairs or replacements made by anyone other than a licensed service provider, its agents, contractors or licensees.
4. Any invoice presented for payment of services not performed as described at the time of authorization.
5. Damage incurred outside the United States and Canada.
6. Repair or replacement if the original purchase invoice does not include: (1) the Tire Servicing Facility Name, address, and phone number; (2) the customer's full name, address, and signature; (3) the year, make, model, and mileage of the vehicle on which the tires are installed; (4) the brand, type, size, and DOT number of each tire; (5) the purchase of the Road Hazard Program.
7. Cosmetic damage, i.e. damage that does not affect the structural integrity or safety of the tire.
8. Damage caused by mechanical failures (e.g., failed shocks, struts, alignment, balancing) or interference with vehicle components (e.g., fenders, exhaust, springs).
9. Damage due to misuse, abuse, negligence, improper application, improper towing, improper balancing or alignment, improper inflation, brake lock up, wheel spinning, torque snags, etc.
10. Damage to tires either in the sidewall or tread area due to dry rot, peeling, or cracking.
11. Loss, damage or expense as a result of off-road use (off-road use is described as driving on anything that is not a paved or gravel road maintained by the state or local authority).
12. Loss, damage or expense caused by accidents, collision, theft, larceny, snow chains, explosion, lightning, earthquakes, fire, windstorms, hurricanes, water, floods, malicious mischief, vandalism, civil commotion, riots, war, etc.
13. Michelin PAX® system, PAX® tires, and tires and wheels of similar construction and purpose.
14. Repair or replacement of a tire due to manufacturer recall, defect or warranty or any reason the manufacturer will repair or replace the tire at its expense or at a reduced cost.
15. Repair or replacement of any tire(s) used or installed on motorcycles, trailers, or on vehicles used for competitive driving or racing, police or emergency service, snow removal, carriage of passengers for hire, commercial towing, construction, or postal service.
16. Repair or replacement of any tire(s) used or installed on vehicles used for farm, ranch, or agriculture, and vehicles that are registered to or licensed under a farm or ranch.
17. Repair or replacement of any tire(s) used or installed on vehicles with a load capacity of one-ton or greater designed for, built for or used in a private recreational or commercial application including but not limited to Class A (or Type A) Motor Homes and Class C (or Type C) Motor Homes.
18. Repair or replacement of any tire(s) used or installed on vehicles with a manufacturer's load rating capacity greater than one-ton.
19. Repair or replacement of tire pressure monitoring systems (TPMS) and/or devices and components associated with TPMS.
20. Repair or replacement of tires that have been repaired in a manner other than per tire manufacturer guidelines and industry approved methods.
21. Repair or replacement of tires that have been re-treaded, re-capped, re-grooved, remolded, or tubed.
22. Liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of the vehicle whether or not related to tire damage.
23. Personal expenses arising because your vehicle is not available for use, including storage or freight charges.
24. **PRE-EXISTING, CONSEQUENTIAL, INCIDENTAL, AND/OR SECONDARY DAMAGES.**
25. Traffic fines, citations or penalties.
26. Unreasonable costs that a customer may suffer as a result of the need to repair or replace a tire.

The benefits of this Road Hazard Program are secondary to any other coverage you may have purchased including motor club contracts and vehicle service contracts that provide tire and/or wheel coverage. When an Eligible Tire is damaged by a road hazard and another company provides any reimbursement for the tire, the maximum amount reimbursable under this Road Hazard Program will be less the amount of their reimbursement.

This Road Hazard Program gives you specific legal rights; you may have other rights, which vary from state to state. Some states do not allow the exclusion or limitation of consequential or incidental damages, therefore such limitations may not apply to you.

THE ADMINISTRATOR RESERVES THE RIGHT TO DENY ANY CLAIM SUBMITTED WITH FALSE OR MISLEADING INFORMATION OR IF THE PAPERWORK DOES NOT CLEARLY IDENTIFY THE ORIGINAL PURCHASER, VEHICLE AND TIRES. **Authorization is granted based on the information provided during the call; if the documentation submitted (including the tire(s) if requested) does not substantiate the information provided during the call, your claim may be denied. All claims must be submitted within 60 days of service or your claim may be denied. All claim documentation, including the tire(s) if requested, must be submitted within 60 days of service in order for your claim to be considered for reimbursement.**

GENERAL:

1. The terms and conditions outlined herein are the full and complete agreement between the parties. No oral representations should be relied upon, including any oral statements of the selling or repairing dealer.
2. The Administrator may delegate the performance of its duties and obligations and assign its rights and benefits hereunder.
3. Administrator assumes no obligation or responsibility with regard to the vehicle.
4. Administrator neither assumes nor authorizes anyone to assume additional liability on its behalf.
5. If Administrator makes any payment under this Road Hazard Program and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable Administrator to enforce these rights.

CANCELLATION: The Administrator reserves the right to cancel this Road Hazard Program by refunding the original purchase price to the purchaser. If no claims have been made, you may cancel this Road Hazard Program by returning to the original selling dealership and surrendering the Program Certificate within 10 days for a full refund of the amount paid for the Road Hazard Program.

TRANSFER: This Road Hazard Program is extended only to you, the original purchaser, and not to anyone who may purchase your vehicle or tires during the term of this Road Hazard Program. Coverage is not transferable to any other vehicle or tires.

DISCLAIMER: YOU ARE NOT REQUIRED TO PURCHASE THIS ROAD HAZARD PROGRAM AS A CONDITION TO THE PURCHASE OF ANY PRODUCT OR AS A CONDITION TO THE EXTENSION OF CREDIT.

MIDAS TIRE ROAD HAZARD PROTECTION 12-MONTH TIRE ROAD HAZARD PROGRAM

YOU MUST PRESENT THE ORIGINAL PURCHASE INVOICE AND PROGRAM CERTIFICATE TO SUBMIT CLAIMS FOR REIMBURSEMENT

This Tire Road Hazard Program ("Road Hazard Program") is offered by the selling dealer and is administered by Sonsio Management, Inc. ("Administrator").

WHAT IS COVERED: This Road Hazard Program is limited to the repair or replacement of Eligible Tires damaged as a result of a road hazard. Eligible Tire(s) are defined as: (i) the tires listed clearly on your original purchase invoice by brand, type, and size and Department of Transportation ("DOT") numbers, (ii) for which you purchased a Road Hazard Program from the selling dealer for each tire you desired covered, and (iii) for which a Road Hazard Registration Number for each tire is identified on the Program Certificate listing your first and last name and original tire purchase invoice number. Attach the Program Certificate to your original tire purchase invoice; both are required and must be presented when submitting claims for reimbursement.

TERM OF COVERAGE: This Road Hazard Program covers Eligible Tires for a term of 12 months from the Road Hazard Program purchase date printed on your Program Certificate, or until any part of the tire tread that comes in contact with the road has a tread depth of 2/32" or less, whichever occurs first ("Coverage Term").

WHAT IS ROAD HAZARD DAMAGE? Road hazard damage occurs when a tire fails during the course of driving in a legal manner on a road maintained by state or local authority. Nails, glass and potholes are the most common examples of road hazards.

WHAT ARE THE BENEFITS? This Road Hazard Program provides reimbursement as defined below for flat tire repair and/or tire replacement, up to the original purchase price of the tire or the replacement tire price, whichever is less, not to exceed a maximum of $399.99 ("Benefit Limit") during the Coverage Term, when an eligible tire is damaged by a road hazard.

WHAT ARE THE LIMITATIONS?

- Your original purchase invoice must include the following:
  - Tire Servicing Facility Name, address, and phone number
  - Your full name, address, and signature
  - The year, make, model, and mileage of your vehicle
  - The brand, type, size and DOT number of each tire
  - The purchase of the Road Hazard Program
- Your Program Certificate will include your full name, the original purchase price of the tire, your original tire purchase invoice number, Road Hazard Program purchase and expiration date, Road Hazard Registration Numbers, and terms and conditions.
- Attach your Program Certificate to your original tire purchase invoice.
- Under no circumstances will the eligible reimbursement amount exceed the Benefit Limit.
- Administrator reserves the right to limit reimbursement to the generally accepted retail replacement costs

WHERE YOU CAN OBTAIN SERVICE: Whenever possible you should return your vehicle to the original selling dealer. If you cannot return your vehicle to the original selling dealer, you may contact the Administrator at 1-866-588-0670 during normal business hours to receive assistance locating the nearest tire servicing facility.

FLAT TIRE REPAIR: If an Eligible Tire is damaged due to a covered road hazard during the Coverage Term and can be safely repaired per industry standards and guidelines, the tire may be repaired by the original or any tire servicing facility. The permanent patch/plug and the labor to perform the repair will be covered up to $25.00 per tire, per occurrence. You are responsible for any additional amounts including, but not limited to, mounting, balancing, taxes and miscellaneous fees. The Road Hazard Program will remain in effect for the repaired tire for the remainder of the Coverage Term. It is not necessary to contact the Administrator before having a flat tire repaired.

TIRE REPLACEMENT: If an Eligible Tire is damaged due to a covered road hazard during the Coverage Term and cannot be safely repaired per industry standards and guidelines, it will be replaced with an exact make/model of tire if available. If not available, a comparable quality tire will be installed. When a tire failure occurs during the Coverage Term, the tire will be replaced with coverage up to 100% of the Benefit Limit. You are responsible for any additional charges including, but not limited to, mounting, balancing, valve stem, taxes, disposal, and miscellaneous fees. IF YOU DESIRE TO INCLUDE THE REPLACEMENT TIRE IN THE ROAD HAZARD PROGRAM, YOU MUST PURCHASE A NEW ROAD HAZARD REGISTRATION NUMBER FOR THE REPLACEMENT TIRE.

YOUR RESPONSIBILITIES:

1. Properly care for and maintain your tires, including ensuring tires are operated at proper inflation pressures.
2. Use all reasonable means to protect your tires from additional damage.
3. Contact the Administrator at 1-866-588-0670 for prior authorization and a claim number before replacing a damaged tire.
4. Furnish such information as may be required.
5. Incur only expenses which are authorized in advance.
6. Payment of all expenses and costs not covered by this Road Hazard Program.
7. If a tire needs to be replaced and prior authorization cannot be obtained because the damage has occurred outside of the Administrator's normal business hours, you may elect to wait for authorization or proceed with a tire replacement. In order to be eligible for reimbursement: (1) if replaced, the damaged tire must be retained, AND (2) the Administrator must be contacted within 2 business days. There is no guaranteed eligibility.

WHAT YOU MUST DO TO MAKE A CLAIM WHEN AN ELIGIBLE TIRE IS DAMAGED:

1. If you have presented an Eligible Tire during the Coverage Term, the tire servicing facility will verify that the damage to the tire is due to a road hazard as defined above.
2. If the Eligible Tire can be safely repaired, you do not need to contact the Administrator for prior approval to repair the tire. The repair will be reimbursed as described under Flat Tire Repair.
3. **If the Eligible Tire cannot be safely repaired, the tire servicing facility must contact the Administrator at 1-866-588-0670 for prior authorization and to obtain a claim number (not required for flat tire repair). Prior authorization and a claim number must be obtained before replacing the damaged tire or your claim may be denied.**
4. You must sign the repair or replacement invoice.
5. You must present your original purchase invoice identifying the tires and showing the purchase of the Road Hazard Program with the Program Certificate and Road Hazard Registration Number(s). Your original purchase invoice must include the information listed above in the Limitations section.
6. The dealer will make a copy of the original purchase invoice and the repair/replacement invoice and return the original invoices to you.
7. The Road Hazard Registration Number used for the tire being replaced must be voided by the tire servicing facility.
8. Submit a copy of the original purchase invoice that clearly shows the information required above under Limitations, the Program Certificate, and a copy of the signed repair or replacement invoice to the Administrator. **Documents may be sent by fax to 1-866-449-3239, by email to tireclaims@sonsio.com, or by postal mail to Road Hazard Program Administrator, P.O. Box 17480, Golden, CO 80402-6024.** You must include the claim number provided to you if the tire was replaced.
9. You are responsible for all expenses and costs not covered by this Road Hazard Program.

10. Tires that require replacement must be made available for inspection if requested by the Administrator. If the Administrator requires the tire for inspection, you will be informed during the call to obtain prior authorization.
11. Tires being replaced must be surrendered to the tire servicing facility or to the Administrator if requested for inspection.
12. **ALL CLAIM DOCUMENTATION MUST BE RECEIVED BY THE ADMINISTRATOR (INCLUDING THE TIRE IF REQUESTED) WITHIN SIXTY (60) DAYS OF SERVICE, OR THE CLAIM MAY BE DENIED.**

EXCLUSIONS: THIS ROAD HAZARD PROGRAM WILL NOT PAY OR REIMBURSE FOR:

1. Failures to tires occurring when any part of the tire tread that comes in contact with the road has a tread depth of 2/32" (1.6mm) or less.
2. Replacements made without the Administrator's prior authorization.
3. Repairs or replacements made by anyone other than a licensed service provider, its agents, contractors or licensees.
4. Any invoice presented for payment of services not performed as described at the time of authorization.
5. Damage incurred outside the United States and Canada.
6. Repair or replacement if the original purchase invoice does not include: (1) the Tire Servicing Facility Name, address, and phone number; (2) the customer's full name, address, and signature; (3) the year, make, model, and mileage of the vehicle on which the tires are installed; (4) the brand, type, size, and DOT number of each tire; (5) the purchase of the Road Hazard Program.
7. Cosmetic damage, i.e. damage that does not affect the structural integrity or safety of the tire.
8. Damage caused by mechanical failures (e.g., failed shocks, struts, alignment, balancing) or interference with vehicle components (e.g., fenders, exhaust, springs).
9. Damage due to misuse, abuse, negligence, improper application, improper towing, improper balancing or alignment, improper inflation, brake lock up, wheel spinning, torque snags, etc.
10. Damage to tires either in the sidewall or tread area due to dry rot, peeling, or cracking.
11. Loss, damage or expense as a result of off-road use (off-road use is described as driving on anything that is not a paved or gravel road maintained by the state or local authority).
12. Loss, damage or expense caused by accidents, collision, theft, larceny, snow chains, explosion, lightning, earthquakes, fire, windstorms, hurricanes, water, floods, malicious mischief, vandalism, civil commotion, riots, war, etc.
13. Michelin PAX® system, PAX® tires, and tires and wheels of similar construction and purpose.
14. Repair or replacement of a tire due to manufacturer recall, defect or warranty or any reason the manufacturer will repair or replace the tire at its expense or at a reduced cost.
15. Repair or replacement of any tire(s) used or installed on motorcycles, trailers, or on vehicles used for competitive driving or racing, police or emergency service, snow removal, carriage of passengers for hire, commercial towing, construction, or postal service.
16. Repair or replacement of any tire(s) used or installed on vehicles used for farm, ranch, or agriculture, and vehicles that are registered to or licensed under a farm or ranch.
17. Repair or replacement of any tire(s) used or installed on vehicles with a load capacity of one-ton or greater designed for, built for or used in a private recreational or commercial application including but not limited to Class A (or Type A) Motor Homes and Class C (or Type C) Motor Homes.
18. Repair or replacement of any tire(s) used or installed on vehicles with a manufacturer's load rating capacity greater than one-ton.
19. Repair or replacement of tire pressure monitoring systems (TPMS) and/or devices and components associated with TPMS.
20. Repair or replacement of tires that have been repaired in a manner other than per tire manufacturer guidelines and industry approved methods.
21. Repair or replacement of tires that have been re-treaded, re-capped, re-grooved, remolded, or tubed.
22. Liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of the vehicle whether or not related to tire damage.
23. Personal expenses arising because your vehicle is not available for use, including storage or freight charges.
24. **PRE-EXISTING, CONSEQUENTIAL, INCIDENTAL, AND/OR SECONDARY DAMAGES.**
25. Traffic fines, citations or penalties.
26. Unreasonable costs that a customer may suffer as a result of the need to repair or replace a tire.

The benefits of this Road Hazard Program are secondary to any other coverage you may have purchased including motor club contracts and vehicle service contracts that provide tire and/or wheel coverage. When an Eligible Tire is damaged by a road hazard and another company provides any reimbursement for the tire, the maximum amount reimbursable under this Road Hazard Program will be less the amount of their reimbursement.

This Road Hazard Program gives you specific legal rights; you may have other rights, which vary from state to state. Some states do not allow the exclusion or limitation of consequential or incidental damages, therefore such limitations may not apply to you.

THE ADMINISTRATOR RESERVES THE RIGHT TO DENY ANY CLAIM SUBMITTED WITH FALSE OR MISLEADING INFORMATION OR IF THE PAPERWORK DOES NOT CLEARLY IDENTIFY THE ORIGINAL PURCHASER, VEHICLE AND TIRES. **Authorization is granted based on the information provided during the call; if the documentation submitted (including the tire(s) if requested) does not substantiate the information provided during the call, your claim may be denied. All claims must be submitted within 60 days of service or your claim may be denied. All claim documentation, including the tire(s) if requested, must be submitted within 60 days of service in order for your claim to be considered for reimbursement.**

GENERAL:

1. The terms and conditions outlined herein are the full and complete agreement between the parties. No oral representations should be relied upon, including any oral statements of the selling or repairing dealer.
2. The Administrator may delegate the performance of its duties and obligations and assign its rights and benefits hereunder.
3. Administrator assumes no obligation or responsibility with regard to the vehicle.
4. Administrator neither assumes nor authorizes anyone to assume additional liability on its behalf.
5. If Administrator makes any payment under this Road Hazard Program and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable Administrator to enforce these rights.

CANCELLATION: The Administrator reserves the right to cancel this Road Hazard Program by refunding the original purchase price to the purchaser. If no claims have been made, you may cancel this Road Hazard Program by returning to the original selling dealership and surrendering the Program Certificate within 10 days for a full refund of the amount paid for the Road Hazard Program.

TRANSFER: This Road Hazard Program is extended only to you, the original purchaser, and not to anyone who may purchase your vehicle or tires during the term of this Road Hazard Program. Coverage is not transferable to any other vehicle or tires.

DISCLAIMER: YOU ARE NOT REQUIRED TO PURCHASE THIS ROAD HAZARD PROGRAM AS A CONDITION TO THE PURCHASE OF ANY PRODUCT OR AS A CONDITION TO THE EXTENSION OF CREDIT.

EXHIBIT C

Dealer Account Setup Form

Powered By Sonsio

Enrolling Dealer Information:

COMPANY/GROUP NAME: _____

Dealership Name (DBA) _____

Contact _____ Title/Position _____

E-mail Address _____ ***I would like to receive the Sonsio RH Newsletter*** ☐

Main Phone No. _____ Main Fax No. _____ After Hours No. _____

Street Address _____ Multiple Locations ☐ Yes ☐ No

City _____ State _____ Zip Code _____

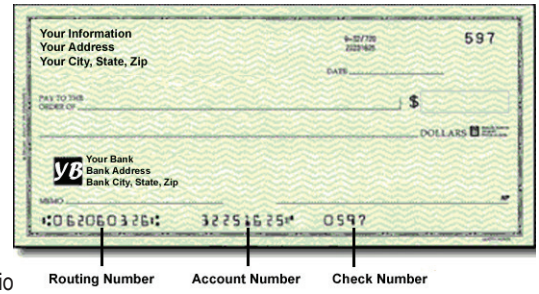
Mailing Address (if different from above) _____

City _____ State _____ Zip Code _____

Electronic Funds Transfer ("EFT" or "ACH") Account Set-up for Debit of Payment of Road Hazard Plans Sold:

Bank Routing Number _____ Account Number _____

DO NOT USE A DEPOSIT SLIP. Use the routing number and account number printed on one of your checks for this account. If you are not sure, you can always call your bank and ask them to give you the bank routing number and account number for the checking account you are using for this program. ***Fax us a copy of your voided check.***



Account Type (eg, Business Checking) _____

Name on Account _____

Contact Name _____

Email Address _____

Phone Number _____ Ext _____

Fax Number _____

By filling out and submitting this form, I (we) hereby authorize Sonsio Management, Inc. and Sonsio International of Wisconsin, Inc., hereinafter called COMPANY, to initiate credit and debit entries to my (our) Checking Account/Savings Account indicated above at the depository financial institution named above, hereafter called DEPOSITORY, and to credit/debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. WRITTEN CREDIT/DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Authorization for Payment of Program Fees by CREDIT CARD:

Credit Card Billing Contact Name _____

E-mail Address _____

Main Phone No. _____ Main Fax No. _____ After Hours No. _____

Credit Card Billing Address _____

City _____ State _____ Zip Code _____

Card Type: ☐ Visa ☐ Mastercard **Card Number** _____ **Exp Date** _____

Cardholder Name _____

Cardholder Signature _____ Date _____

I hereby ACCEPT the terms and conditions of the Midas Online Road Hazard Program User Agreement.

Signature _____

Business Federal Taxpayer Identification Number _____

A Taxpayer Identification Number (TIN) is an identification number used by the Internal Revenue Service (IRS) in the administration of tax laws.

Fax this completed form to 1.866.597.9314 or mail to P.O. Box 17420, Golden, CO 80402
For questions or assistance with enrollment, please call 1.866.588.0670

If you DO NOT want to be included in our Locator Database, from which we provide customer referrals, check this box ☐

User Agreement for Midas Road Hazard Protection Online Road Hazard Program

This User Agreement ("**Agreement**") is a contract between you and Sonsio Management, Inc. (Sonsio International of Wisconsin, Inc. for dealers located in New York and Washington), and applies to your use of the Midas Road Hazard Protection Online Road Hazard Program and Services (collectively the "**Program**"), whose Program Administrator is Sonsio Management, Inc. or Sonsio International of Wisconsin, Inc. **By your participation in this Program you agree to be bound by the terms and conditions of this Agreement. Your participation in the Program is evidenced by your enrollment in and sales of the Midas Road Hazard Protection Road Hazard Program.**

You must read, agree with, and accept all of the terms and conditions contained in this Agreement, which include those terms and conditions expressly set out below and those incorporated by reference, before you may enroll in the Program.

To the extent provided in Section 8 (A), Sonsio may amend this Agreement at any time by providing written notice of the amended terms 30 days prior to their effective date. By continuing to participate in the Program, you accept the changes to the Agreement.

In this Agreement, "you" or "your" means any person or entity using the Program. Unless otherwise stated, "Sonsio," "we" or "our" will refer collectively to Sonsio Management, Inc. and Sonsio International of Wisconsin, Inc.

1 Eligibility

A. In order to be eligible for the Program, you must:
   i. utilize the Sonsio Online Road Hazard Point-of-Sale system (the "**System**"),
   ii. provide a valid email address and have the ability to receive email regularly or provide a dedicated fax machine, and
   iii. complete the Dealer Account Setup Form, enrollment process, and

B. You must have no past-due invoices for road hazard stamps, or you must resolve them prior to being activated on the Program. Past-due invoices for road hazard stamps may be resolved using the designated EFT account or credit card to which your road hazard plan sales are billed.

C. You must agree to process all sales of road hazard plans at the time of purchase through the System. All road hazard transactions must be completed so that the customer receives their Program Certificate prior to leaving your facility once the installation of their tires is complete. If you request the customer's email address, and the customer provides it to you, the System will also provide an electronic copy of the Program Certificate to the customer via email.

2 Dealer Account Setup

A. A Dealer Account Setup Form is attached hereto as **Exhibit C** to this Agreement. You must complete and fax back or mail in to finalize your account setup.

B. The following information is necessary to setup your account:
   - DBA (Doing Business As - business entity/name)
   - Business Address, City, State, Zip
   - Contact Name
   - Phone Number
   - Fax Number
   - Sales Email Address
   - Business Federal Taxpayer Identification Number

     [A Taxpayer Identification Number (TIN) is an identification number used by the Internal Revenue Service (IRS) in the administration of tax laws.]

This information is used strictly to enroll you in the Program, and establish your account for use as outlined in this Agreement. This information is used only for Program administration, and is not sold or rented to third parties for marketing purposes.

C. You will receive an email confirming that your setup information has been submitted. If you do not receive this email please contact the Program Administrator at 1-866-588-0670 for assistance completing your enrollment.

D. Once we have completed your account setup, you will receive an email from the Program Administrator providing the directions to finalize your account setup within two business days of submitting your account information.

E. To finalize your account setup and to activate your online account in the System, contact the Program Administrator to schedule a training session. You must complete the training in order to activate your account. The Program Administrator will provide you access to your account in the System for road hazard plan sales.

F. You must provide at least 5 days notice, barring unforeseen circumstances, if any change to your account setup information is required, including but not limited to designated EFT account numbers, or credit card account numbers and expiration dates.

G. You agree to actively maintain your accounts, and to provide Sonsio with updated account set-up and payment information as necessary or required.

3 Sales Payments

A. Pursuant to Section 5, Sonsio will electronically debit your designated EFT account or charge your credit card for weekly road hazard plan sales based on sales information transmitted and collected through the System. These weekly charges will be available for your review through Sonsio Online when you login to your account. You will receive an email notification instructing you to login to view your invoice.

B. The sales payment is a single transaction equal to the total amount of road hazard plans processed within the weekly billing periods, which are Wednesday through Tuesday.

C. Email notices will be sent weekly when you have a new invoice. The email directs you to login to your Sonsio Online account to view your invoice.

D. You are solely responsible for ensuring that adequate funding exists and for maintaining the designated EFT account or credit card account to which sales payments are charged, and you must provide at least 5 days notice of a change to your account information to allow for your account setup to be modified to reflect the changes.

E. You are solely responsible to provide notification to Sonsio if you suspect that any charge expected or any charge to your account is in error. Failing to provide such notification may limit the type of assistance available or the time frame for problem resolution.

4 Program Terms and Conditions

A. The terms and conditions of the Midas Road Hazard Program are set forth in **Exhibits B-1 and B-2** to this Agreement. This language is provided to the customer in the form of the Program Certificate and the Program Wallet. **Customers must receive their Program Certificate prior to leaving your facility once the installation of their tires is complete.**

B. This Program provides reimbursement for flat tire repair and/or tire replacement, up to the original purchase price of the tire or the replacement tire price, whichever is less, not to exceed a maximum of $399.99 ("**Benefit Limit**") during the Coverage Term, when an eligible tire is damaged by a road hazard.

C. TIRES REPLACED UNDER THE PROGRAM BY A DEALER PARTICIPATING IN THE MIDAS ROAD HAZARD PROGRAM ARE REIMBURSED TO THE DEALER BASED ON THE WHOLESALE PURCHASE PRICE OF THE REPLACEMENT TIRE.

D. The Program covers tires priced up to $399.99. In the event a road hazard plan is sold to cover a tire with a retail price greater than $399.99, the maximum payable under full replacement shall

not exceed the lesser of the wholesale purchase price of the replacement tire or $399.99. **In the event that the original tire purchase price is entered incorrectly in the System, the Program Benefit Limit shall be capped at the amount entered as the original retail tire purchase price. It shall be your sole responsibility to cover the difference in the eligible coverage amount for the customer.**

E. Abnormal wear on the tire from neglect is not a road hazard condition and may affect the adjustment amount or deem the tire ineligible. If any portion of the tread that comes in contact with the road is worn down to 2/32" or less, the tire is not eligible for reimbursement under the Program.

F. Some tires are selected for inspection. If a tire is requested for inspection, you will receive an email from the Program Administrator that explains which tire is required for inspection and how to ship it. You will receive a FedEx Shipping Label sent by email with further shipping instructions. Sonsio bears the cost of shipping the tire to be inspected. Sonsio reserves the right to send an inspector to your location to examine the damaged tires. Sonsio bears the cost of inspectors sent to your facility.

G. The sale invoice must include the following information:

- Date of the Sale
- Customer Information (Name, Address, City, State, Zip, Phone Number)
- Vehicle Information (Year, Make, Model, VIN, License Plate Number)
- Tire Information (Tire Brand, Type and Size)
- Purchase Price of the Tire
- Tire DOT (Department of Transportation) Number (for each tire being covered)

H. All claims must be submitted in accordance with the Program terms and conditions as set forth in **Exhibits B-1 and B-2** to this Agreement.

i) Claim Validation. When a customer presents a tire that was damaged by a road hazard, follow these steps to validate the claim:

- Obtain a copy of the customer's original invoice and Program Certificate. Verify that the invoice shows the purchase of a Road Hazard Plan and matches the information on the Program Certificate.
- Verify that the DOT number on the damaged tire matches the DOT number recorded on the original invoice and Program Certificate.
- Verify that the damage to the tire is due to a covered road hazard.
- Measure and record the remaining tread (must be greater than 2/32 of an inch).
- Record the current mileage.
- Contact the Program Administrator as instructed on the customer's copy of the Program Certificate.

ii) Questions Regarding Repair and Replacement Claims. If you have a question about a road hazard situation, call the Program's toll-free number for assistance. A technician will assist you with your questions and setting up a claim.

iii) Questions Regarding Shipped Tires. If you have a question about a tire you shipped, contact the Program Administrator for assistance at 1-888-468-2262 or send an email to shippedtires@sonsio.com. Make sure you include your name, facility name, facility phone number, repair invoice number, and customer name.

5 Program Fees

A. Road Hazard Program Fees.

i. Your price for each RHRN is set forth in **Exhibit A** to this Agreement.

ii. The price may change over time based on your performance, including loss ratios.

iii. In order to control risk, Sonsio will implement various risk mitigation actions including but not limited to dealer education, betterment pricing, etc.

iv. You will be notified in writing of any modification to your price in accordance with Section 8 (G).

v. In accordance with Section 3, you will receive an email weekly when you have a new invoice directing you to login to your Sonsio Online account to view your invoice. Your invoice will detail the prior week's sales, and your designated EFT account or credit card will be charged for each road hazard plan sold.

B. **Road Hazard Registration Numbers.** The System will provide a Program Certificate identifying the unique road hazard registration number ("**RHRN**") generated for each road hazard plan sold. One RHRN is required for each tire being covered under the Program. You can set the price of the RHRN to your customer.

C. **Road Hazard Wallet.** Program Road Hazard Wallets are not required. **However, you must ensure that every customer receives a copy of the Program terms and conditions without fail.** The Road Hazard Wallets contain the terms and conditions of the Program along with other important information. You may order Road Hazard Wallets and other Program collateral by emailing your request to your Sonsio Account Representative or by calling the Program toll-free number. Payment for each order will be charged to your designated EFT account or credit card.

D. **Electronic Fund Transfers.** If you elect to authorize electronic fund transfers ("**EFT**") for payment, complete the EFT portion of **Exhibit C**.

i. Debits to your designated EFT account shall post within two (2) business days after Sonsio notifies you of a new invoice by email.

ii. **Non-Sufficient Funds (NSF) Fee.** If a NSF occurs, the bank will make three attempts within 10 days to process the payment. In addition to the amounts invoiced by Sonsio for weekly sales, you will be charged a NSF fee for each NSF that is charged to Sonsio. The current NSF Fee is $50. This fee is subject to change based on the amount charged to Sonsio or as bank fees increase. Upon our notification of a NSF, we will notify you by phone, fax and/or email and ask that the situation be rectified. If we are unable to process your payment successfully within one (1) business day, your Program access through the System will be deactivated until your outstanding balances, and associated fees are resolved. If your account is deactivated, we will send a letter to you notifying you of the current status and the steps required to reactivate you on the Program.

E. **Credit Card.** If you elect to utilize a credit card (Visa or Mastercard) for payment, complete the credit card portion of **Exhibit C**.

i. If your credit card is rejected or declined, we will make one attempt to reach the billing contact person you identified by telephone to get the correct credit card information before we make a second attempt to process your payment.

ii. If we are unable to process your payment successfully within one (1) business day, Sonsio will disable your access to sell the Program through the System. Your account will remain disabled until the payment issue is resolved and all past due balances and any associated fees are paid in full. If your account is deactivated, we will send a letter to you notifying you of the current status and the steps required to reactivate you on the Program.

F. **Reactivation Fee for Deactivated Accounts.** If your Program access through the System has been deactivated, reactivation will occur once the outstanding balances, and associated fees are resolved. You will be charged a $100 reactivation fee prior to reactivating your account. Once you have been deactivated, reactivation will require a deposit equivalent to your average monthly road hazard sales (the minimum deposit is $1000.00.) If you are deactivated a second time you will not be allowed to reactivate, and your options to sell road hazard will be limited to participation in a Road Hazard Stamp Program.

6 Termination

A. Involuntary Termination Due to Default. If your participation in the Program is terminated due to your failure to make payments or to provide correct information for payment, your account will be deactivated, and you will no longer be able to utilize the System to sell road hazard coverage. In the event that road hazard plans have been sold but not paid for due to rejection of your credit card, failure to fund your designated EFT account, failure to provide correct information for payment, or refusal to pay, we will not pay the resulting claims.

B. Involuntary Termination Due to Abuse, Deception, Fraud, and or Excessive Risk. In the event that you have intentionally or unintentionally attempted to abuse the system for personal gain or submitted deceptive, misleading or fraudulent claims, Sonsio reserves the right to deactivate your account and/or remove you from the Program. Prior to the termination of your Program enrollment, Sonsio will have (i) contacted Midas corporate; (ii) contacted you by phone to explain the areas of concern, and provide training, guidance, and assistance; (iii) sent an email to you recapping the phone call and action items (if applicable); (iv) followed-up with you to discuss progress and review corrective action; (v) if unresolved, sent a termination letter to you 30 days in advance of the effective date; and (vi) processed payment for all outstanding sales.

C. Voluntary or Involuntary Termination Due to System Utilization. In the event that you are no longer utilizing the System, your access to the Program will be terminated. The Program Administrator will contact you to reconcile your account and you will no longer be able to sell road hazard plans through the System.

D. Voluntary Termination of Program Participation. If you elect to no longer participate in the Program, you must provide 15 business days notice of your intent to withdraw from the Program so that all outstanding payments for sales can be processed.

7 Remedies and Sonsio's Right to Collect From You

A. In the event that road hazard plans have been sold but not paid for due to rejection of your credit card, failure to fund your designated EFT account, failure to provide correct information for payment, or refusal to pay, or due to your failure to process the sales through the System, Sonsio will do one or more of the following:

   i. Sonsio will not pay the resulting claims, OR

   ii. In the event that Sonsio does pay a resulting claim, Sonsio will charge the amount of the claim to your designated EFT account or credit card, AND

   iii. Your account will be deactivated.

B. If there are any outstanding fees or amounts owed to Sonsio at the time your enrollment in the Program is terminated, whether voluntarily or involuntarily, you will have 30 days to pay the balance due in full or the unpaid road hazard plans will be voided.

C. If there is an outstanding amount due to Sonsio after the 30-day period, we will withhold claim payments to you in an amount equal to that of the outstanding fees or charges due.

D. In the event that it becomes necessary for Sonsio to take further action to collect such unpaid amounts, Sonsio shall be entitled to collect, in addition to the amounts owed, interest on the unpaid balance at the rate of twelve percent (12%) per annum, and all costs of collection, including reasonable attorney's fees.

8 Other Provisions

A. Program Modifications. From time to time, as deemed advisable based upon experience with the Program, Sonsio reserves the right to alter and amend the User Agreement and the Program; provided that (i) Sonsio gives thirty (30) days prior written notice of all such changes to you together with a statement of the reason or rationale for such change, or (ii) Sonsio provides written notice to you as soon as reasonably possible for changes required to remain compliant with state laws and

regulations which will be effective upon written notice to you or as otherwise defined within such notice from Sonsio, and (iii) no such amendment shall be applied retroactively to the terms of any Program purchased by a customer prior to the effective date of the amendment.

B. **Independent Contractor.** In performing their respective responsibilities under this Agreement, the User and Sonsio are independent contractors, and this Agreement is not intended to create and shall not be construed to create, a relationship of partner, joint venture, principal and agent or an association for profit between User and Sonsio. Sonsio and its affiliates and their employees are not and shall not be construed as employees, representatives, or agents for User for any purpose whatsoever. User and its affiliates and their employees are not and shall not be construed as employees, representatives, or agents for Sonsio for any purpose whatsoever.

C. **Force Majeure.** Neither party will be liable for the failure to perform, or delay in performing, any obligation that this Agreement imposes upon the party, if such failure or delay is caused by an Act of God or other cause which both prevents, hinders, delays, or otherwise makes performance of the obligation commercially impracticable and is beyond the reasonable control of the party whose failure or delay is being excused, including war, invasion, insurrection, civil commotion or disturbance, blockade, embargo, riot, flood, earthquake, fuel stoppage or shortage of fuel supply, power supply, raw materials or other necessary supplies or equipment, strikes, lockouts or other labor disturbances, the operation of statutes or law, interference by civil or military authority, or other governmental acts or regulations; provided that such failure or delay could not have been avoided by reasonable diligence on the part of the party claiming force majeure. The party claiming force majeure shall notify the other party, in writing, as soon as practicable after the notifying party becomes aware of the event. The notice must contain an estimate of the anticipated period during which performance will be prevented. If either party is excused from performance any obligation under this Agreement for thirty (30) days or more out of any period of sixty (60) consecutive days, the party that is able to perform may terminate this Agreement by giving the other party prior written notice.

D. **Indemnity.** Each party to this Agreement (“Indemnifying Party”) agrees to defend, indemnify and hold harmless the other party to this Agreement, its directors, officers, employees, agent, affiliates, subsidiaries and parent companies, if any (collectively the “Indemnified Party”), from and against any losses, damages, liabilities, costs and expenses (including reasonable attorney fees) arising from any and all third party claims or actions alleged or asserted against a party to this Agreement based upon: (1) any breach by the Indemnifying Party of its obligations set forth in this Agreement; (2) any negligence or intentional misconduct of the Indemnifying Party; (3) any misrepresentation by the Indemnifying Party regarding the Road Hazard Program; and (4) any damage resulting from a failure of the Indemnifying Party to be in compliance with any State regulatory requirements applicable to the Road Hazard Program at the time a non-compliant Program Certificate which is the basis of a third party claim was sold.

E. **Governing Law.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Colorado without regard to conflicts of law principles thereof.

F. **Assignment.** This Agreement may not be assigned by either party, by operation of law or otherwise, without the express written consent of the other party; provided, however, that Sonsio may assign this Agreement to an affiliate without the express written consent of the other party. Consent as required under this paragraph cannot be waived or granted except in writing.

G. **Third Parties.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than the parties hereto any rights or remedies under this Agreement.

H. **Notices**. All notices to you required to be given under this Agreement shall be in writing sent by electronic mail and/or by first class mail to the address you provide to Sonsio on **Exhibit C**. All notices to Sonsio required to be given under this Agreement shall be in writing sent by fax and/or by first class mail to the following address:

Midas Road Hazard Program Administrator
P.O. Box 17420
Golden, CO 80402-6023
Fax: 866-287-5177

Either party may change its above stated address from time to time as may be necessary or appropriate, provided it shall furnish the new address to the other party within a reasonable period (in no event to exceed twenty (20) days).

I. **Severability.** The invalidity or inability to enforce any term, covenant, or condition contained in this Agreement shall not render invalid any of the other terms, covenants or conditions contained herein.

J. **Marketing Contributions.** Sonsio warrants and represents that other than (a) advertising and marketing contributions specifically targeted to the Midas Road Hazard Protection Online Road Hazard Program, and (b) Midas International LLC convention and/or exhibitor fees based on published rates, it has not made or committed to make and will not make, without prior notice to IMDA, any payment or furnish any other consideration to Midas International LLC or any of its affiliates by reason of your participation in the Program.

K. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties, and it supersedes all prior agreements, understandings and negotiations, whether oral or in writing, between the parties with respect to the Program.

EXHIBIT A

ROAD HAZARD PROGRAM FEES

Pursuant to the terms of the User Agreement, you shall pay to Sonsio the amount as set forth below for each road hazard plan sold.

Your Price for Each Road Hazard Plan Sold

Effective Date	Product	Price per RHRN
June 1, 2019	3-year	$9.25
June 1, 2019	1-year	$5.20

Road Hazard Program Fees

i. The System will provide a Program Certificate identifying the unique road hazard registration number ("RHRN") generated for each road hazard plan sold. One RHRN is required for each tire being covered under the Program.

ii. The price may change over time based on your performance, including loss ratios.

iii. In order to control risk, Sonsio will implement various risk mitigation actions including but not limited to dealer education, betterment pricing, etc.

iv. You will be notified in writing of any modification to your price in accordance with Section 8 (G).

v. In accordance with Section 3, you will receive an email weekly when you have a new invoice directing you to login to your Sonsio Online account to view your invoice. Your invoice will detail the prior week's sales, and your designated EFT account or credit card will be charged for each road hazard plan sold.

MIDAS 36-MONTH TIRE ROAD HAZARD PROGRAM

YOU MUST PRESENT THE ORIGINAL PURCHASE INVOICE AND PROGRAM CERTIFICATE TO SUBMIT CLAIMS FOR REIMBURSEMENT

In the State of Ohio, this Road Hazard Program is provided and administered by Sonsio International of Wisconsin, Inc. ("Provider" and "Administrator"). The obligations of the Provider under this Road Hazard Program are guaranteed under a reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596, (800) 852-2244. If the Provider fails to pay or provide service on a valid claim, including any obligation to refund the Road Hazard Program holder upon cancellation of the Road Hazard Program, within sixty (60) days after proof of loss has been filed, the Road Hazard Program holder is entitled to make a claim directly against the insurance company. This Road Hazard Program is not insurance and is not subject to the insurance laws of Ohio.

In the States of New York and Washington, Sonsio International of Wisconsin, Inc., PO Box 17540, Golden, Colorado, 80402, is the Administrator and Provider of this Tire Road Hazard Service Program ("Road Hazard Program" or "Contract"). The obligations of the Provider under this Contract are insured under a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596, (800) 852-2244. If the Provider fails to pay or provide service on a valid claim, including any obligation to refund the Contract holder upon cancellation of the Contract, within sixty (60) days after proof of loss has been filed, the Contract holder is entitled to make a claim directly against the insurance company.

The Seller of this Road Hazard Program is identified by name and address on your original purchase invoice, which is attached to and made a part of this Contract.

WHAT IS COVERED: This Road Hazard Program is limited to the repair or replacement of Eligible Tires damaged as a result of a road hazard. Eligible Tire(s) are defined as: (i) the tires listed clearly on your original purchase invoice by brand, type, and size and Department of Transportation ("DOT") numbers, (ii) for which you purchased a Road Hazard Program from the selling dealer for each tire you desired covered, and (iii) for which a Road Hazard Registration Number for each tire is identified on the Program Certificate listing your first and last name and original tire purchase invoice number. Attach the Program Certificate to your original tire purchase invoice; both are required and must be presented when submitting claims for reimbursement.

TERM OF COVERAGE: This Road Hazard Program covers Eligible Tires for a term of 36 months from the Road Hazard Program purchase date printed on your Program Certificate, or until any part of the tire tread that comes in contact with the road has a tread depth of 2/32" or less, whichever occurs first ("Coverage Term").

WHAT IS ROAD HAZARD DAMAGE? Road hazard damage occurs when a tire fails during the course of driving in a legal manner on a road maintained by state or local authority. Nails, glass and potholes are the most common examples of road hazards.

WHAT ARE THE BENEFITS? This Road Hazard Program provides reimbursement as defined below for flat tire repair and/or tire replacement, up to the original purchase price of the tire or the replacement tire price, whichever is less, not to exceed a maximum of $399.99 ("Benefit Limit") during the Coverage Term, when an eligible tire is damaged by a road hazard.

WHAT ARE THE LIMITATIONS?

- Your original purchase invoice must include the following:
  - Tire Servicing Facility Name, address, and phone number
  - Your full name, address, and signature
  - The year, make, model, and mileage of your vehicle
  - The brand, type, size and DOT number of each tire
  - The purchase of the Road Hazard Program
- Your Program Certificate will include your full name, the original purchase price of the tire, your original tire purchase invoice number, Road Hazard Program purchase and expiration date, Road Hazard Registration Numbers, and terms and conditions.
- Attach your Program Certificate to your original tire purchase invoice.
- Under no circumstances will the eligible reimbursement amount exceed the Benefit Limit.
- Administrator reserves the right to limit reimbursement to the generally accepted retail replacement costs

WHERE YOU CAN OBTAIN SERVICE: Whenever possible you should return your vehicle to the original selling dealer. If you cannot return your vehicle to the original selling dealer, you may contact the Administrator at 1-866-588-0670 during normal business hours to receive assistance locating the nearest tire servicing facility.

FLAT TIRE REPAIR: If an Eligible Tire is damaged due to a covered road hazard during the Coverage Term and can be safely repaired per industry standards and guidelines, the tire may be repaired by the original or any tire servicing facility. The permanent patch/plug and the labor to perform the repair will be covered up to $25.00 per tire, per occurrence. You are responsible for any additional amounts including, but not limited to, mounting, balancing, taxes and miscellaneous fees. The Road Hazard Program will remain in effect for the repaired tire for the remainder of the Coverage Term. It is not necessary to contact the Administrator before having a flat tire repaired.

TIRE REPLACEMENT: If an Eligible Tire is damaged due to a covered road hazard during the Coverage Term and cannot be safely repaired per industry standards and guidelines, it will be replaced with an exact make/model of tire if available. If not available, a comparable quality tire will be installed. When a tire failure occurs during the Coverage Term, the tire will be replaced with coverage up to 100% of the Benefit Limit. You are responsible for any additional charges including, but not limited to, mounting, balancing, valve stem, taxes, disposal, and miscellaneous fees. IF YOU DESIRE TO INCLUDE THE REPLACEMENT TIRE IN THE ROAD HAZARD PROGRAM, YOU MUST PURCHASE A NEW ROAD HAZARD REGISTRATION NUMBER FOR THE REPLACEMENT TIRE.

YOUR RESPONSIBILITIES:

1. Properly care for and maintain your tires, including ensuring tires are operated at proper inflation pressures.
2. Use all reasonable means to protect your tires from additional damage.
3. Contact the Administrator at 1-866-588-0670 for prior authorization and a claim number before replacing a damaged tire.
4. Furnish such information as may be required.
5. Incur only expenses which are authorized in advance.
6. Payment of all expenses and costs not covered by this Road Hazard Program.
7. If a tire needs to be replaced and prior authorization cannot be obtained because the damage has occurred outside of the Administrator's normal business hours, you may elect to wait for authorization or proceed with a tire replacement. In order to be eligible for reimbursement: (1) if replaced, the damaged tire must be retained, AND (2) the Administrator must be contacted within 2 business days. There is no guaranteed eligibility.

WHAT YOU MUST DO TO MAKE A CLAIM WHEN AN ELIGIBLE TIRE IS DAMAGED:

1. If you have presented an Eligible Tire during the Coverage Term, the tire servicing facility will verify that the damage to the tire is due to a road hazard as defined above.
2. If the Eligible Tire can be safely repaired, you do not need to contact the Administrator for prior approval to repair the tire. The repair will be reimbursed as described under Flat Tire Repair.
3. **If the Eligible Tire cannot be safely repaired, the tire servicing facility must contact the Administrator at 1-866-588-0670 for prior authorization and to obtain a claim number (not required for flat tire repair). Prior authorization and a claim number must be obtained before replacing the damaged tire or your claim may be denied.**
4. You must sign the repair or replacement invoice.
5. You must present your original purchase invoice identifying the tires and showing the purchase of the Road Hazard Program with the Program Certificate and Road Hazard Registration Number(s). Your original purchase invoice must include the information listed above in the Limitations section.
6. The dealer will make a copy of the original purchase invoice and the repair/replacement invoice and return the original invoices to you.
7. The Road Hazard Registration Number used for the tire being replaced must be voided by the tire servicing facility.

8. Submit a copy of the original purchase invoice that clearly shows the information required above under Limitations, the Program Certificate, and a copy of the signed repair or replacement invoice to the Administrator. **Documents may be sent by fax to 1-866-449-3239, by email to tireclaims@sonsio.com, or by postal mail to Road Hazard Program Administrator, P.O. Box 17480, Golden, CO 80402-6024.** You must include the claim number provided to you if the tire was replaced.
9. You are responsible for all expenses and costs not covered by this Road Hazard Program.
10. Tires that require replacement must be made available for inspection if requested by the Administrator. If the Administrator requires the tire for inspection, you will be informed during the call to obtain prior authorization.
11. Tires being replaced must be surrendered to the tire servicing facility or to the Administrator if requested for inspection.
12. **ALL CLAIM DOCUMENTATION MUST BE RECEIVED BY THE ADMINISTRATOR (INCLUDING THE TIRE IF REQUESTED) WITHIN SIXTY (60) DAYS OF SERVICE, OR THE CLAIM MAY BE DENIED.**

EXCLUSIONS: THIS ROAD HAZARD PROGRAM WILL NOT PAY OR REIMBURSE FOR:

1. Failures to tires occurring when any part of the tire tread that comes in contact with the road has a tread depth of 2/32" (1.6mm) or less.
2. Replacements made without the Administrator's prior authorization.
3. Repairs or replacements made by anyone other than a licensed service provider, its agents, contractors or licensees.
4. Any invoice presented for payment of services not performed as described at the time of authorization.
5. Damage incurred outside the United States and Canada.
6. Repair or replacement if the original purchase invoice does not include: (1) the Tire Servicing Facility Name, address, and phone number; (2) the customer's full name, address, and signature; (3) the year, make, model, and mileage of the vehicle on which the tires are installed; (4) the brand, type, size, and DOT number of each tire; (5) the purchase of the Road Hazard Program.
7. Cosmetic damage, i.e. damage that does not affect the structural integrity or safety of the tire.
8. Damage caused by mechanical failures (e.g., failed shocks, struts, alignment, balancing) or interference with vehicle components (e.g., fenders, exhaust, springs).
9. Damage due to misuse, abuse, negligence, improper application, improper towing, improper balancing or alignment, improper inflation, brake lock up, wheel spinning, torque snags, etc.
10. Damage to tires either in the sidewall or tread area due to dry rot, peeling, or cracking.
11. Loss, damage or expense as a result of off-road use (off-road use is described as driving on anything that is not a paved or gravel road maintained by the state or local authority).
12. Loss, damage or expense caused by accidents, collision, theft, larceny, snow chains, explosion, lightning, earthquakes, fire, windstorms, hurricanes, water, floods, malicious mischief, vandalism, civil commotion, riots, war, etc.
13. Michelin PAX® system, PAX® tires, and tires and wheels of similar construction and purpose.
14. Repair or replacement of a tire due to manufacturer recall, defect or warranty or any reason the manufacturer will repair or replace the tire at its expense or at a reduced cost.
15. Repair or replacement of any tire(s) used or installed on motorcycles, trailers, or on vehicles used for competitive driving or racing, police or emergency service, snow removal, carriage of passengers for hire, commercial towing, construction, or postal service.
16. Repair or replacement of any tire(s) used or installed on vehicles used for farm, ranch, or agriculture, and vehicles that are registered to or licensed under a farm or ranch.
17. Repair or replacement of any tire(s) used or installed on vehicles with a load capacity of one-ton or greater designed for, built for or used in a private recreational or commercial application including but not limited to Class A (or Type A) Motor Homes and Class C (or Type C) Motor Homes.
18. Repair or replacement of any tire(s) used or installed on vehicles with a manufacturer's load rating capacity greater than one-ton.
19. Repair or replacement of tire pressure monitoring systems (TPMS) and/or devices and components associated with TPMS.
20. Repair or replacement of tires that have been repaired in a manner other than per tire manufacturer guidelines and industry approved methods.
21. Repair or replacement of tires that have been re-treaded, re-capped, re-grooved, remolded, or tubed.
22. Liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of the vehicle whether or not related to tire damage.
23. Personal expenses arising because your vehicle is not available for use, including storage or freight charges.
24. **PRE-EXISTING, CONSEQUENTIAL, INCIDENTAL, AND/OR SECONDARY DAMAGES.**
25. Traffic fines, citations or penalties.
26. Unreasonable costs that a customer may suffer as a result of the need to repair or replace a tire.

The benefits of this Road Hazard Program are secondary to any other coverage you may have purchased including motor club contracts and vehicle service contracts that provide tire and/or wheel coverage. When an Eligible Tire is damaged by a road hazard and another company provides any reimbursement for the tire, the maximum amount reimbursable under this Road Hazard Program will be less the amount of their reimbursement.

This Road Hazard Program gives you specific legal rights; you may have other rights, which vary from state to state. Some states do not allow the exclusion or limitation of consequential or incidental damages, therefore such limitations may not apply to you.

THE ADMINISTRATOR RESERVES THE RIGHT TO DENY ANY CLAIM SUBMITTED WITH FALSE OR MISLEADING INFORMATION OR IF THE PAPERWORK DOES NOT CLEARLY IDENTIFY THE ORIGINAL PURCHASER, VEHICLE AND TIRES. **Authorization is granted based on the information provided during the call; if the documentation submitted (including the tire(s) if requested) does not substantiate the information provided during the call, your claim may be denied. All claims must be submitted within 60 days of service or your claim may be denied. All claim documentation, including the tire(s) if requested, must be submitted within 60 days of service in order for your claim to be considered for reimbursement.**

GENERAL:

1. The terms and conditions outlined herein are the full and complete agreement between the parties. No oral representations should be relied upon, including any oral statements of the selling or repairing dealer.
2. The Administrator may delegate the performance of its duties and obligations and assign its rights and benefits hereunder.
3. Administrator assumes no obligation or responsibility with regard to the vehicle.
4. Administrator neither assumes nor authorizes anyone to assume additional liability on its behalf.
5. If Administrator makes any payment under this Road Hazard Program and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable Administrator to enforce these rights.

CANCELLATION: The Administrator reserves the right to cancel this Road Hazard Program by refunding the original purchase price to the purchaser. If no claims have been made, you may cancel this Road Hazard Program by returning to the original selling dealership and surrendering the Program Certificate within 10 days for a full refund of the amount paid for the Road Hazard Program. **IN THE STATES OF NEW YORK & WASHINGTON:** A 10% penalty per month will be applied to any refund that is not paid or credited within 30 days after the return of the Program Certificate to the Administrator. The Administrator reserves the right to cancel this Road Hazard Program by refunding the original purchase price to the purchaser. If we cancel for any reason other than 1) nonpayment of the Road Hazard Program price; 2) material misrepresentation; or 3) substantial breach of duties by you, Administrator will provide written notice of cancellation at least 15 days prior to the effective date of cancellation.

TRANSFER: This Road Hazard Program is extended only to you, the original purchaser, and not to anyone who may purchase your vehicle or tires during the term of this Road Hazard Program. Coverage is not transferable to any other vehicle or tires.

DISCLAIMER: YOU ARE NOT REQUIRED TO PURCHASE THIS ROAD HAZARD PROGRAM AS A CONDITION TO THE PURCHASE OF ANY PRODUCT OR AS A CONDITION TO THE EXTENSION OF CREDIT.

MIDAS 12-MONTH TIRE ROAD HAZARD PROGRAM

YOU MUST PRESENT THE ORIGINAL PURCHASE INVOICE AND PROGRAM CERTIFICATE TO SUBMIT CLAIMS FOR REIMBURSEMENT

In the State of Ohio, this Road Hazard Program is provided and administered by Sonsio International of Wisconsin, Inc. ("Provider" and "Administrator"). The obligations of the Provider under this Road Hazard Program are guaranteed under a reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596, (800) 852-2244. If the Provider fails to pay or provide service on a valid claim, including any obligation to refund the Road Hazard Program holder upon cancellation of the Road Hazard Program, within sixty (60) days after proof of loss has been filed, the Road Hazard Program holder is entitled to make a claim directly against the insurance company. This Road Hazard Program is not insurance and is not subject to the insurance laws of Ohio.

In the States of New York and Washington, Sonsio International of Wisconsin, Inc., PO Box 17540, Golden, Colorado, 80402, is the Administrator and Provider of this Tire Road Hazard Service Program ("Road Hazard Program" or "Contract"). The obligations of the Provider under this Contract are insured under a service contract reimbursement insurance policy issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157-6596, (800) 852-2244. If the Provider fails to pay or provide service on a valid claim, including any obligation to refund the Contract holder upon cancellation of the Contract, within sixty (60) days after proof of loss has been filed, the Contract holder is entitled to make a claim directly against the insurance company.

The Seller of this Road Hazard Program is identified by name and address on your original purchase invoice, which is attached to and made a part of this Contract.

WHAT IS COVERED: This Road Hazard Program is limited to the repair or replacement of Eligible Tires damaged as a result of a road hazard. Eligible Tire(s) are defined as: (i) the tires listed clearly on your original purchase invoice by brand, type, and size and Department of Transportation ("DOT") numbers, (ii) for which you purchased a Road Hazard Program from the selling dealer for each tire you desired covered, and (iii) for which a Road Hazard Registration Number for each tire is identified on the Program Certificate listing your first and last name and original tire purchase invoice number. Attach the Program Certificate to your original tire purchase invoice; both are required and must be presented when submitting claims for reimbursement.

TERM OF COVERAGE: This Road Hazard Program covers Eligible Tires for a term of 12 months from the Road Hazard Program purchase date printed on your Program Certificate, or until any part of the tire tread that comes in contact with the road has a tread depth of 2/32" or less, whichever occurs first ("Coverage Term").

WHAT IS ROAD HAZARD DAMAGE? Road hazard damage occurs when a tire fails during the course of driving in a legal manner on a road maintained by state or local authority. Nails, glass and potholes are the most common examples of road hazards.

WHAT ARE THE BENEFITS? This Road Hazard Program provides reimbursement as defined below for flat tire repair and/or tire replacement, up to the original purchase price of the tire or the replacement tire price, whichever is less, not to exceed a maximum of $399.99 ("Benefit Limit") during the Coverage Term, when an eligible tire is damaged by a road hazard.

WHAT ARE THE LIMITATIONS?

- Your original purchase invoice must include the following:
  - Tire Servicing Facility Name, address, and phone number
  - Your full name, address, and signature
  - The year, make, model, and mileage of your vehicle
  - The brand, type, size and DOT number of each tire
  - The purchase of the Road Hazard Program
- Your Program Certificate will include your full name, the original purchase price of the tire, your original tire purchase invoice number, Road Hazard Program purchase and expiration date, Road Hazard Registration Numbers, and terms and conditions.
- Attach your Program Certificate to your original tire purchase invoice.
- Under no circumstances will the eligible reimbursement amount exceed the Benefit Limit.
- Administrator reserves the right to limit reimbursement to the generally accepted retail replacement costs

WHERE YOU CAN OBTAIN SERVICE: Whenever possible you should return your vehicle to the original selling dealer. If you cannot return your vehicle to the original selling dealer, you may contact the Administrator at 1-866-588-0670 during normal business hours to receive assistance locating the nearest tire servicing facility.

FLAT TIRE REPAIR: If an Eligible Tire is damaged due to a covered road hazard during the Coverage Term and can be safely repaired per industry standards and guidelines, the tire may be repaired by the original or any tire servicing facility. The permanent patch/plug and the labor to perform the repair will be covered up to $25.00 per tire, per occurrence. You are responsible for any additional amounts including, but not limited to, mounting, balancing, taxes and miscellaneous fees. The Road Hazard Program will remain in effect for the repaired tire for the remainder of the Coverage Term. It is not necessary to contact the Administrator before having a flat tire repaired.

TIRE REPLACEMENT: If an Eligible Tire is damaged due to a covered road hazard during the Coverage Term and cannot be safely repaired per industry standards and guidelines, it will be replaced with an exact make/model of tire if available. If not available, a comparable quality tire will be installed. When a tire failure occurs during the Coverage Term, the tire will be replaced with coverage up to 100% of the Benefit Limit. You are responsible for any additional charges including, but not limited to, mounting, balancing, valve stem, taxes, disposal, and miscellaneous fees. IF YOU DESIRE TO INCLUDE THE REPLACEMENT TIRE IN THE ROAD HAZARD PROGRAM, YOU MUST PURCHASE A NEW ROAD HAZARD REGISTRATION NUMBER FOR THE REPLACEMENT TIRE.

YOUR RESPONSIBILITIES:

1. Properly care for and maintain your tires, including ensuring tires are operated at proper inflation pressures.
2. Use all reasonable means to protect your tires from additional damage.
3. Contact the Administrator at 1-866-588-0670 for prior authorization and a claim number before replacing a damaged tire.
4. Furnish such information as may be required.
5. Incur only expenses which are authorized in advance.
6. Payment of all expenses and costs not covered by this Road Hazard Program.
7. If a tire needs to be replaced and prior authorization cannot be obtained because the damage has occurred outside of the Administrator's normal business hours, you may elect to wait for authorization or proceed with a tire replacement. In order to be eligible for reimbursement: (1) if replaced, the damaged tire must be retained, AND (2) the Administrator must be contacted within 2 business days. There is no guaranteed eligibility.

WHAT YOU MUST DO TO MAKE A CLAIM WHEN AN ELIGIBLE TIRE IS DAMAGED:

1. If you have presented an Eligible Tire during the Coverage Term, the tire servicing facility will verify that the damage to the tire is due to a road hazard as defined above.
2. If the Eligible Tire can be safely repaired, you do not need to contact the Administrator for prior approval to repair the tire. The repair will be reimbursed as described under Flat Tire Repair.
3. **If the Eligible Tire cannot be safely repaired, the tire servicing facility must contact the Administrator at 1-866-588-0670 for prior authorization and to obtain a claim number (not required for flat tire repair). Prior authorization and a claim number must be obtained before replacing the damaged tire or your claim may be denied.**
4. You must sign the repair or replacement invoice.
5. You must present your original purchase invoice identifying the tires and showing the purchase of the Road Hazard Program with the Program Certificate and Road Hazard Registration Number(s). Your original purchase invoice must include the information listed above in the Limitations section.
6. The dealer will make a copy of the original purchase invoice and the repair/replacement invoice and return the original invoices to you.
7. The Road Hazard Registration Number used for the tire being replaced must be voided by the tire servicing facility.

8. Submit a copy of the original purchase invoice that clearly shows the information required above under Limitations, the Program Certificate, and a copy of the signed repair or replacement invoice to the Administrator. **Documents may be sent by fax to 1-866-449-3239, by email to tireclaims@sonsio.com, or by postal mail to Road Hazard Program Administrator, P.O. Box 17480, Golden, CO 80402-6024.** You must include the claim number provided to you if the tire was replaced.
9. You are responsible for all expenses and costs not covered by this Road Hazard Program.
10. Tires that require replacement must be made available for inspection if requested by the Administrator. If the Administrator requires the tire for inspection, you will be informed during the call to obtain prior authorization.
11. Tires being replaced must be surrendered to the tire servicing facility or to the Administrator if requested for inspection.
12. **ALL CLAIM DOCUMENTATION MUST BE RECEIVED BY THE ADMINISTRATOR (INCLUDING THE TIRE IF REQUESTED) WITHIN SIXTY (60) DAYS OF SERVICE, OR THE CLAIM MAY BE DENIED.**

EXCLUSIONS: THIS ROAD HAZARD PROGRAM WILL NOT PAY OR REIMBURSE FOR:

1. Failures to tires occurring when any part of the tire tread that comes in contact with the road has a tread depth of 2/32" (1.6mm) or less.
2. Replacements made without the Administrator's prior authorization.
3. Repairs or replacements made by anyone other than a licensed service provider, its agents, contractors or licensees.
4. Any invoice presented for payment of services not performed as described at the time of authorization.
5. Damage incurred outside the United States and Canada.
6. Repair or replacement if the original purchase invoice does not include: (1) the Tire Servicing Facility Name, address, and phone number; (2) the customer's full name, address, and signature; (3) the year, make, model, and mileage of the vehicle on which the tires are installed; (4) the brand, type, size, and DOT number of each tire; (5) the purchase of the Road Hazard Program.
7. Cosmetic damage, i.e. damage that does not affect the structural integrity or safety of the tire.
8. Damage caused by mechanical failures (e.g., failed shocks, struts, alignment, balancing) or interference with vehicle components (e.g., fenders, exhaust, springs).
9. Damage due to misuse, abuse, negligence, improper application, improper towing, improper balancing or alignment, improper inflation, brake lock up, wheel spinning, torque snags, etc.
10. Damage to tires either in the sidewall or tread area due to dry rot, peeling, or cracking.
11. Loss, damage or expense as a result of off-road use (off-road use is described as driving on anything that is not a paved or gravel road maintained by the state or local authority).
12. Loss, damage or expense caused by accidents, collision, theft, larceny, snow chains, explosion, lightning, earthquakes, fire, windstorms, hurricanes, water, floods, malicious mischief, vandalism, civil commotion, riots, war, etc.
13. Michelin PAX® system, PAX® tires, and tires and wheels of similar construction and purpose.
14. Repair or replacement of a tire due to manufacturer recall, defect or warranty or any reason the manufacturer will repair or replace the tire at its expense or at a reduced cost.
15. Repair or replacement of any tire(s) used or installed on motorcycles, trailers, or on vehicles used for competitive driving or racing, police or emergency service, snow removal, carriage of passengers for hire, commercial towing, construction, or postal service.
16. Repair or replacement of any tire(s) used or installed on vehicles used for farm, ranch, or agriculture, and vehicles that are registered to or licensed under a farm or ranch.
17. Repair or replacement of any tire(s) used or installed on vehicles with a load capacity of one-ton or greater designed for, built for or used in a private recreational or commercial application including but not limited to Class A (or Type A) Motor Homes and Class C (or Type C) Motor Homes.
18. Repair or replacement of any tire(s) used or installed on vehicles with a manufacturer's load rating capacity greater than one-ton.
19. Repair or replacement of tire pressure monitoring systems (TPMS) and/or devices and components associated with TPMS.
20. Repair or replacement of tires that have been repaired in a manner other than per tire manufacturer guidelines and industry approved methods.
21. Repair or replacement of tires that have been re-treaded, re-capped, re-grooved, remolded, or tubed.
22. Liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of the vehicle whether or not related to tire damage.
23. Personal expenses arising because your vehicle is not available for use, including storage or freight charges.
24. **PRE-EXISTING, CONSEQUENTIAL, INCIDENTAL, AND/OR SECONDARY DAMAGES.**
25. Traffic fines, citations or penalties.
26. Unreasonable costs that a customer may suffer as a result of the need to repair or replace a tire.

The benefits of this Road Hazard Program are secondary to any other coverage you may have purchased including motor club contracts and vehicle service contracts that provide tire and/or wheel coverage. When an Eligible Tire is damaged by a road hazard and another company provides any reimbursement for the tire, the maximum amount reimbursable under this Road Hazard Program will be less the amount of their reimbursement.

This Road Hazard Program gives you specific legal rights; you may have other rights, which vary from state to state. Some states do not allow the exclusion or limitation of consequential or incidental damages, therefore such limitations may not apply to you.

THE ADMINISTRATOR RESERVES THE RIGHT TO DENY ANY CLAIM SUBMITTED WITH FALSE OR MISLEADING INFORMATION OR IF THE PAPERWORK DOES NOT CLEARLY IDENTIFY THE ORIGINAL PURCHASER, VEHICLE AND TIRES. **Authorization is granted based on the information provided during the call; if the documentation submitted (including the tire(s) if requested) does not substantiate the information provided during the call, your claim may be denied. All claims must be submitted within 60 days of service or your claim may be denied. All claim documentation, including the tire(s) if requested, must be submitted within 60 days of service in order for your claim to be considered for reimbursement.**

GENERAL:

1. The terms and conditions outlined herein are the full and complete agreement between the parties. No oral representations should be relied upon, including any oral statements of the selling or repairing dealer.
2. The Administrator may delegate the performance of its duties and obligations and assign its rights and benefits hereunder.
3. Administrator assumes no obligation or responsibility with regard to the vehicle.
4. Administrator neither assumes nor authorizes anyone to assume additional liability on its behalf.
5. If Administrator makes any payment under this Road Hazard Program and you have a right to recover against another party, your rights shall become our rights and you shall do whatever is necessary to enable Administrator to enforce these rights.

CANCELLATION: The Administrator reserves the right to cancel this Road Hazard Program by refunding the original purchase price to the purchaser. If no claims have been made, you may cancel this Road Hazard Program by returning to the original selling dealership and surrendering the Program Certificate within 10 days for a full refund of the amount paid for the Road Hazard Program. **IN THE STATES OF NEW YORK & WASHINGTON:** A 10% penalty per month will be applied to any refund that is not paid or credited within 30 days after the return of the Program Certificate to the Administrator. The Administrator reserves the right to cancel this Road Hazard Program by refunding the original purchase price to the purchaser. If we cancel for any reason other than 1) nonpayment of the Road Hazard Program price; 2) material misrepresentation; or 3) substantial breach of duties by you, Administrator will provide written notice of cancellation at least 15 days prior to the effective date of cancellation.

TRANSFER: This Road Hazard Program is extended only to you, the original purchaser, and not to anyone who may purchase your vehicle or tires during the term of this Road Hazard Program. Coverage is not transferable to any other vehicle or tires.

DISCLAIMER: YOU ARE NOT REQUIRED TO PURCHASE THIS ROAD HAZARD PROGRAM AS A CONDITION TO THE PURCHASE OF ANY PRODUCT OR AS A CONDITION TO THE EXTENSION OF CREDIT.

EXHIBIT C

Dealer Account Setup Form

Powered By Sonsio

Enrolling Dealer Information:

COMPANY/GROUP NAME: _____

Dealership Name (DBA) _____

Contact _____ Title/Position _____

E-mail Address _____ ***I would like to receive the Sonsio RH Newsletter*** ☐

Main Phone No. _____ Main Fax No. _____ After Hours No. _____

Street Address _____ Multiple Locations ☐ Yes ☐ No

City _____ State _____ Zip Code _____

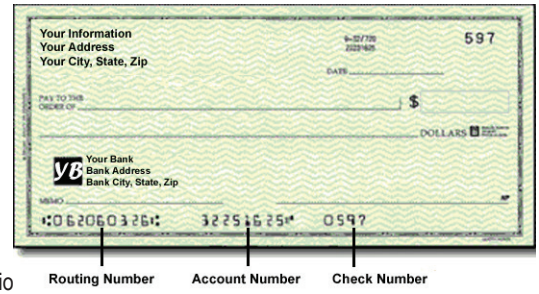
Mailing Address (if different from above) _____

City _____ State _____ Zip Code _____

Electronic Funds Transfer ("EFT" or "ACH") Account Set-up for Debit of Payment of Road Hazard Plans Sold:

Bank Routing Number _____ Account Number _____

DO NOT USE A DEPOSIT SLIP. Use the routing number and account number printed on one of your checks for this account. If you are not sure, you can always call your bank and ask them to give you the bank routing number and account number for the checking account you are using for this program. ***Fax us a copy of your voided check.***



Account Type (eg, Business Checking) _____

Name on Account _____

Contact Name _____

Email Address _____

Phone Number _____ Ext _____

Fax Number _____

By filling out and submitting this form, I (we) hereby authorize Sonsio Management, Inc. and Sonsio International of Wisconsin, Inc., hereinafter called COMPANY, to initiate credit and debit entries to my (our) Checking Account/Savings Account indicated above at the depository financial institution named above, hereafter called DEPOSITORY, and to credit/debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. WRITTEN CREDIT/DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Authorization for Payment of Program Fees by CREDIT CARD:

Credit Card Billing Contact Name _____

E-mail Address _____

Main Phone No. _____ Main Fax No. _____ After Hours No. _____

Credit Card Billing Address _____

City _____ State _____ Zip Code _____

Card Type: ☐ Visa ☐ Mastercard **Card Number** _____ **Exp Date** _____

Cardholder Name _____

Cardholder Signature _____ Date _____

I hereby ACCEPT the terms and conditions of the Midas Online Road Hazard Program User Agreement.

Signature _____

Business Federal Taxpayer Identification Number _____

A Taxpayer Identification Number (TIN) is an identification number used by the Internal Revenue Service (IRS) in the administration of tax laws.

Fax this completed form to 1.866.597.9314 or mail to P.O. Box 17420, Golden, CO 80402
For questions or assistance with enrollment, please call 1.866.588.0670

If you DO NOT want to be included in our Locator Database, from which we provide customer referrals, check this box ☐

EXHIBIT I: STATE ADMINISTRATORS AND AGENTS OF SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

Listed here the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. The following page contains the state agencies which serve as agents for service of process under the franchise disclosure/registration laws.

California

Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500

One Sansome Street, Suite 600
San Francisco, California 94104-4448
(415) 972-8565

2101 Arena Boulevard
Sacramento, California 95834
(916) 445-7205

(866) 275-2677 (toll free)
www.dfpi,ca.gov
ask.dfpi@dfpi.ca.gov

Florida

Department of Agriculture and Consumer Services
Division of Consumer Services
Terry Rhodes Building
2005 Apalachee Parkway
Tallahassee, FL 32399
(850) 488-2221

Hawaii

Business Registration Division
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Illinois

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana

Indiana Secretary of State
Securities Division, E-111
302 West Washington Street
Indianapolis, IN 46204
(317) 232-6681

Maryland

Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

Michigan

State of Michigan
Department of Attorney General
Franchise Section – Consumer Protection Division
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, MI 48933
(517) 373-7117

Minnesota

Minnesota Department of Commerce
Market Assurance Division
85 7th Place East, Suite 280
St. Paul, MN 55101
(651) 539-1600

Nebraska

Department of Banking and Finance
1526 K Street, Suite 300
Lincoln, NE 68509-5006
(402) 471-3445

New York

New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

North Dakota

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fourteenth Floor, Dept. 414
Bismarck, ND 58505-0510
(701) 328-4712

Oregon

Department of Consumer and Business Services
Division of Finance and Corporate Securities
350 Winter Street NE, Room 410
Salem, OR 97301
(503) 378-4140

Rhode Island

Department of Business Regulation
Securities Division
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, RI 02920
(401) 462-9500

South Dakota

South Dakota Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

Texas

Secretary of State
Statutory Documents Section
1019 Brazos, 5th Floor
Austin, TX 78701
(512) 463-5705

Utah

Utah Department of Commerce
Consumer Protection Division
160 East 300 South, 2nd Floor
Salt Lake City, UT 84114
(801) 530-6601

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street
Tyler Building, 9th Floor
Richmond, VA 23219
(804) 371-9051

Washington

Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507
(360) 902-8760

Wisconsin

Wisconsin Department of Financial Institutions
Division of Securities
4822 Madison Yards Way, North Tower
Madison, WI 53705
(608) 266-8557

LIST OF AGENTS FOR SERVICE OF PROCESS

California

Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500
www.dfpi,ca.gov
ask.dfpi@dfpi.ca.gov

Hawaii

Commissioner of Securities of the State of Hawaii
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Indiana Secretary of State
200 West Washington Street
201 State House
Indianapolis, IN 46204
(317) 232-6531

Maryland

Maryland Securities Commissioner
at the Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-6360

Michigan

Michigan Department of Commerce
G. Mennen Williams Building, 1st Floor
525 W. Ottawa Street
Lansing, Michigan 48933
(517) 373-7117

Minnesota

Minnesota Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

New York

Secretary of State
99 Washington Ave.
Albany, New York 12231
(518) 473-2492

North Dakota

North Dakota Securities Department
Commissioner
600 East Boulevard Avenue
State Capitol, Fourteenth Floor, Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Oregon

Director of the Department of Consumer and Business Services
350 Winter Street NE
Salem, Oregon 97301
(503) 378-4140

Rhode Island

Director of the Department of Business Regulation
1511 Pontiac Avenue, Bldg. 69-1
Cranston, Rhode Island 02920
(401) 462-9500

South Dakota

Director of South Dakota Division of Insurance
South Dakota Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Utah

Utah Department of Commerce
Consumer Protection Division
160 East 300 South, 2nd Floor
Salt Lake City, UT 84114
(801) 530-6601

Virginia

Clerk, State Corporation Commission
1300 East Main Street
Tyler Building - 1st Floor
Richmond, Virginia 23219
(804) 371-9733

Washington

Director of Financial Institutions
Department of Financial Institutions
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin

Wisconsin Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, WI 53705
(608) 266-8557

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

EXHIBIT J

RESERVED
FOR FUTURE USE

EXHIBIT K

ADDITIONAL DISCLOSURES FOR THE MULTISTATE FRANCHISE DISCLOSURE DOCUMENT OF MIDAS INTERNATIONAL, LLC

The following are additional disclosures for the Multistate Franchise Disclosure Document of Midas International, LLC required by various state franchise laws. A particular state's disclosures only apply if you are covered by that state's franchise law.

CALIFORNIA

1. The following paragraph is added at the end of Item 3 of the Disclosure Document:

Except as disclosed above, neither we nor any person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. Section 78a et seq., suspending or expelling such person from membership in such association or exchange.

2. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

3. OUR WEBSITES, www.midas.com and www.midasfranchise.com, HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

4. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

California Law Regarding Termination, Nonrenewal, and Transfer. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, nonrenewal, or transfer of the franchise. If the Franchise Agreement contains any provision that is inconsistent with the law, and the law applies, then the law will control.

Termination Upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.)

Covenant not to Compete. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

Arbitration. The Franchise Agreement requires binding arbitration. The arbitration will occur in Palm Beach Gardens, Florida, with the costs being borne as the arbitrator determines. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provision of Franchise Agreement restricting venue to a forum outside the State of California.

Material Modification. California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

Releases. The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ILLINOIS

1. The "Summary" section of Item 17(v) of the Franchise Agreement chart in the Disclosure Document is deleted and replaced with the following:

Subject to arbitration requirements, all actions must be in Florida.

2. The "Summary" section of Item 17(w) of the Franchise Agreement chart in the Disclosure Document is deleted and replaced with the following:

Except for Federal Arbitration Act and other federal law, Illinois law governs.

3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND

1. The "Summary" sections of Items 17(c) and 17(m) of the Franchise Agreement chart in the Disclosure Document are amended by adding the following:

Any general releases you sign as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The "Summary" section of Item 17(h) of the Franchise Agreement chart in the Disclosure Document is amended by adding the following:

The agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we and you agree to enforce it to the extent the law allows.

3. The "Summary" section of Item 17(v) of the Franchise Agreement chart in the Disclosure Document is amended by adding the following:

> You may, subject to your arbitration obligation, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The "Summary" section of Item 17(w) of the Franchise Agreement chart in the Disclosure Document is deleted and replaced with the following:

> Except for Federal Arbitration Act, other federal law, and as otherwise required by applicable law for claims arising under the Maryland Franchise Registration and Disclosure Law, the laws of the State of Delaware govern.

5. The following language is added to the end of Item 17 of the Disclosure Document:

> Despite any contradicting provision in the Franchise Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA

1. The following paragraph is added at the end of Item 13 of the Disclosure Document:

> Provided you have complied with all provisions of the Franchise Agreement applicable to the Marks, we will protect your rights to use the Marks and we also will indemnify you from any loss, costs or expenses arising out of any claims, suits or demands regarding your use of the Marks, in accordance with Minn. Stat. Sec. 80C.12, Subd. 1(g).

2. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

> For franchises governed by the Minnesota Franchises Law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.
>
> Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
>
> Any release as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by applicable law for claims arising under Minn. Rule 2860.4400D.

NEW YORK

1. The following information is added to the Cover Page of the Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT I OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following paragraphs are added at the end of Item 3:

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following paragraph is added at the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following statement is added at the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following statement is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for franchisee to renew or extend," and Item 17(m), titled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued hereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the Franchise Agreement upon any grounds available by law.

7. The following statement is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor":

However, no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.

8. The following statement is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17.w, titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon either us or you by Article 33 of the General Business Law of the State of New York. (The foregoing language has been included in this Disclosure Document as a condition of registration. We and you do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all choice of law provisions, are fully enforceable. We and you intend to fully enforce all of the provisions of the Franchisee Agreement and all other documents signed by us, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.)

9. Franchise Questionnaires and Acknowledgements. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. Receipts. Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship

WE REPRESENT THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

NORTH DAKOTA

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Franchise agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

I. Limitation of Claims: Franchise agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

VIRGINIA

1. The "Summary" section of Item 17(h) of Franchise Agreement chart in the Disclosure Document is amended by adding the following:

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act , Chapter 19.100 RCW, will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any

provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. The following language is added to the end of the section titled "Competition and Industry Specific Laws" in Item 1 of the Disclosure Document and the section titled "Franchise Referral Program" in Item 5 of the Disclosure Document:

> Franchisees who receive financial incentives to refer franchise prospects to us may be required to register as franchise brokers under the laws of Washington State.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA

THIS RIDER (this "Rider") is made as of _____, 20__, by and among MIDAS INTERNATIONAL, LLC, a Delaware limited liability company ("Midas") and _____, a(n) _____ (hereinafter referred to as "Franchisee"). Midas is hereinafter referred to as "Franchisor."

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the "**Franchise Agreement**"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of the State of California, and/or (b) Franchisee's Midas Shop will be located or operated in California.

2. No Waiver. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

FRANCHISEE:

By: _____
Printed Name: _____
Title (as applicable): _____

FRANCHISOR:
MIDAS INTERNATIONAL, LLC

By: _____
, President

.

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS RIDER (this "Rider") is made as of _____, 20__, by and among MIDAS INTERNATIONAL, LLC, a Delaware limited liability company ("Midas") and _____, a(n) _____ (hereinafter referred to as "Franchisee"). Midas is hereinafter referred to as "Franchisor."

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the "**Franchise Agreement**"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of the State of Maryland, and/or (b) Franchisee's Midas Shop will be located or operated in Maryland.

2. Releases. The following language is added to the end of Sections 7.4(f) and 9.3 of the Franchise Agreement:

> However, such general release will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Insolvency. The following language is added to the end of Section 8.3(b) of the Franchise Agreement:

> ; termination upon bankruptcy might not be enforceable under federal insolvency law (11 U.S.C. Sections 101 et seq.), but Franchisor and Franchisee agree to enforce this provision to the maximum extent the law allows.

4. Governing Law and Venue. The following language is added to the end of Section 10.12(d) of the Franchise Agreement:

> However, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law. In addition, subject to the parties' arbitration obligations, Franchisee may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Limitation of Claims. The following language is added as a new Section 10.16 of the Franchise Agreement:

> Nothing in this Agreement shall act to reduce the three (3) year statute of limitations afforded Franchisee for bringing a claim under the Maryland Franchise Registration and Disclosure Law. Nothing in this Agreement is intended to nor shall it act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

6. No Waiver. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

FRANCHISEE:

By: _____
Printed Name: _____
Title (as applicable): _____

FRANCHISOR:
MIDAS INTERNATIONAL, LLC

By: _____
, President

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

THIS RIDER (this "Rider") is made as of _____, 20___, by and between MIDAS INTERNATIONAL, LLC, a Delaware limited liability company (hereafter referred to as "Midas"), and _____, a(n) _____ (hereafter referred to as "Franchisee").

1. Background. Midas and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the "**Franchise Agreement**"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Midas Shop that Franchisee will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in Minnesota.

2. Trademark Indemnity. The following language is added as a new Section 2.8 of the Franchise Agreement.

> Provided you have complied with all provisions of the Franchise Agreement applicable to the Marks, we will protect your rights to use the Marks and we also will indemnify you from any loss, costs or expenses arising out of any claims, suits or demands regarding your use of the Marks, in accordance with Minn. Stat. Sec. 80C.12, Subd. 1(g).

3. Release. The following language is added to the end of Section 7.4(f) and 9.3 of the Franchise Agreement:

> ; provided, however, that any release required as a condition of assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

4. Termination by Midas. The following language is added to the end of Section 8.2 of the Franchise Agreement:

> With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and one hundred eighty (180) days' notice of non-renewal of a franchise agreement.

5. Arbitration/Controlling Law. The following language is added to the end of the first paragraph of Sections 9.7, 10.10, 10.12(a) of the Franchise Agreement:

> Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

6. Limitation of Claims. The following language is added to the end of Section 7.11 of the Franchise Agreement:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

MIDAS INTERNATIONAL, LLC	FRANCHISEE:
By: _____	By: _____
, President	, President

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN NEW YORK

THIS RIDER (this "Rider") is made as of _____, 20__, by and among MIDAS INTERNATIONAL, LLC, a Delaware limited liability company ("Midas") and _____, a(n) _____ (hereinafter referred to as "Franchisee"). Midas is hereinafter referred to as "Franchisor."

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the "**Franchise Agreement**"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Midas Shop that Franchisee will operate under the Franchise Agreement was made in the State of New York, and/or (b) Franchisee is a resident of New York and will operate the Midas Shop in New York.

2. Releases. The following language is added to the end of Sections 7.4(f) and 9.3 of the Franchise Agreement:

> , provided, however, that to the extent required by Article 33 of the General Business Law of the State of New York, all rights Franchisee enjoys and any causes of action arising in Franchisee's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of the proviso that the non-waiver provisions of GBL 687 and 687.5 be satisfied.

3. Transfer by Franchisor. The following language is added to the end of Section 7.12 of the Franchise Agreement:

> However, to the extent required by applicable law, no assignment will be made except to an assignee who, in Franchisor's good faith judgment, is willing and able to assume Franchisor's obligations under this Agreement.

4. Termination by Franchisee. The following language is added to the end of Section 8.8 of the Franchise Agreement:

> Franchisee also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. Governing Law and Venue. The following language is added to the end of Section 10.12 of the Franchise Agreement:

> However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

6. Limitation of Claims. The following language is added as a new Section 10.16 of the Franchise Agreement:

> To the extent required by Article 33 of the General Business Law of the State of New York, all rights and any causes of action arising in Franchisee's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall

remain in force; it being the intent of this provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.

7. Application of Rider. There are circumstances in which an offering made by Franchisor would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed to be made in New York if Franchisee is domiciled in and the franchise will be opened in New York. Franchisor is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

FRANCHISEE:

By: _____
Printed Name: _____
Title (as applicable): _____

FRANCHISOR:

MIDAS INTERNATIONAL, LLC

By: _____
, President

RIDER TO THE
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA

THIS RIDER (this "Rider") is made as of _____, 20___, by and between MIDAS INTERNATIONAL, LLC, a Delaware limited liability company (hereafter referred to as "Midas"), and _____, a(n) _____ (hereafter referred to as "Franchisee").

1. Background. Midas and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the "**Franchise Agreement**"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of North Dakota and the Midas Shop that Franchisee will operate under the Franchise Agreement will be located or operated in North Dakota and/or (b) any of the franchise offering or sales activity with respect to the Franchise Agreement occurred in North Dakota.

2. The North Dakota Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Franchise agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

I. Limitation of Claims: Franchise agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

MIDAS INTERNATIONAL, LLC	FRANCHISEE:
By: _____	By: _____
, President	, President

RIDER TO THE
FRANCHISE AGREEMENT, FRANCHISE APPLICANT
QUESTIONNAIRE, AND RELATED AGREEMENTS
FOR USE IN WASHINGTON

THIS RIDER (this "Rider") is made as of _____, 20__, by and among MIDAS INTERNATIONAL, LLC, a Delaware limited liability company ("Midas") and _____, a(n) _____ (hereinafter referred to as "Franchisee"). Midas is hereinafter referred to as "Franchisor."

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the "**Franchise Agreement**"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Midas Shop that Franchisee will operate under the Franchise Agreement was made in the State of Washington, (b) Franchisee is a resident of Washington, and/or (c) the Midas Shop will be located or operated in the State of Washington.

2. Addition of Paragraphs. The following paragraphs are added to the end of the Franchise Agreement:

In recognition of the requirements of the Washington Franchise Investment Protection Act (the "Act") and the rules and regulations promulgated thereunder, the Franchise Agreement of Midas International, LLC shall be modified as follows:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned does hereby acknowledge receipt of this Rider.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

FRANCHISEE:

By: _____
Printed Name: _____
Title (as applicable): _____

FRANCHISOR:

MIDAS INTERNATIONAL, LLC

By: _____
, President

NEW YORK REPRESENTATIONS PAGE

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

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State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	PENDING
Hawaii	PENDING
Illinois	PENDING
Indiana	PENDING
Maryland	PENDING
Michigan	PENDING
Minnesota	PENDING
New York	PENDING
North Dakota	PENDING
Rhode Island	PENDING
South Dakota	PENDING
Virginia	PENDING
Washington	PENDING
Wisconsin	PENDING

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

ITEM 23: RECEIPT (Your Copy)

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Midas International, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Maryland require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document a least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Midas International, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the appropriate state agency identified on Exhibit I.

The name, principal business address and telephone number of each franchise seller offering the franchise are: _____

_____.

The issuance date of this Franchise Disclosure Document is June 29, 2023*. We authorize the respective state agents identified on Exhibit I to receive service of process for us in the particular states. (* The effective dates for this Franchise Disclosure Document for certain specified states are listed on the preceding State Effective Dates page.)

I have received a Disclosure Document dated June 29, 2023*, that included the following Exhibits:

A-1	Midas Franchisees as of March 31, 2023
A-2	Former Midas Franchisees
A-3	Co-Branding Franchisees as of March 31, 2023
A-4	Former Co-Branding Franchisees
B	Financial Statements
C-1	Application for Midas Shop Franchise
C-2	Franchise Applicant Questionnaire
D-1	Franchise Agreement
D-2	Personal Guaranty
D-3	Subordination Agreement
D-4	Co-Branding Amendment
D-5	Authorization for ACH Debits
D-6	Fleet Amendment to the Franchise Agreement
D-7	Consent to Transfer Agreement
D-8	Midas Standard Release Form
D-9	Assumption of Shop Obligations
D-10	Renewal Agreement
D-11	Marketing Funds Agreement
D-12	New Franchisee Incentive Rider
D-13	Existing Franchisee Incentive Rider
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D-15	Veteran & First Responder Incentive Rider
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KEEP THIS COPY FOR YOUR RECORDS. This Disclosure Document is also available in .pdf format upon request.

_____	_____	_____
Date	Prospective Franchisee (Print Name)	Prospective Franchisee (Sign Name)

ITEM 23: RECEIPT (Our Copy)

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Midas International, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Maryland require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document a least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Midas International, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the appropriate state agency identified on Exhibit I.

The name, principal business address and telephone number of each franchise seller offering the franchise are: _____

_____.

The issuance date of this Franchise Disclosure Document is June 29, 2023*. We authorize the respective state agents identified on Exhibit I to receive service of process for us in the particular states. (*The effective dates for this Franchise Disclosure Document for certain specified states are listed on the preceding State Effective Dates page.)

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K	Additional State Disclosures & Riders
L	Midas Policy Manual Table of Contents

Please sign and date this Receipt page. Please return it to us via fax (800) 887-3027, mail: 4300 TBC Way, Palm Beach Gardens, FL 33410, or as we otherwise instruct. This Disclosure Document is also available in .pdf format upon request.

_____	_____	_____
Date	Prospective Franchisee (Print Name)	Prospective Franchisee (Sign Name)