FRANCHISE DISCLOSURE DOCUMENT

Matco Tools Corporation
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This Disclosure Document provides information regarding the operation of a Matco Distributorship. Matco is a manufacturer and distributor of professional quality mechanics' tools and service equipment (the "**Products**" or "**Matco Products"**). If you enter into a Distributorship Agreement with Matco, you will purchase, resell, and service the Products, which currently consist of at least 25,000 items, as a mobile distributor under the Matco System.

The total investment necessary to begin operation of a Matco Distributorship ranges from $104,374 to $376,241. This includes the following payments to Matco or its affiliates: the initial franchise fee of $10,000; approximately $55,500 to $92,000 for the minimum initial inventory; $950 for the initial software license fee and $395 license fees for the credit card and signature pad processing software; $450 for the software support and maintenance fee; $195 for the webpage set-up fee; $99 for a document processing fee; and approximately $22,000 for the Time Payment Reserve Account (if you do not participate in a Matco financing program).

This Disclosure Document summarizes certain provisions of your distributorship 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 or grant. **Note, however, that no governmental agency has verified the information contained in this 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 Matco's National Franchise Sales Department at 4403 Allen Road, Stow, OH 44224; phone: 330-929-4949.

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 contract carefully. Show your contract 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-FTCHELP 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: April 6, 2026, as amended August 1, 2026

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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 Appendices B and C.
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 Appendix A 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 Matco Tools 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 Matco Tools franchisee?	Item 20 or Appendices B and C list 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 Appendix F.

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 Distributorship Agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Ohio. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Ohio than in your own state.

2. **Mandatory Minimum Payment**: You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

3. **Spousal Liability**: Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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.

Michigan Disclosure Addendum

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 THIS 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 PROVISIONS 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 FRANCHISED 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.*

(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 FRANCHISEE 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.

*** * * ***

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

*** * * ***

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN $100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE 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 NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: DEPT. OF ENERGY, LABOR, & ECONOMIC GROWTH, CORPORATIONS DIVISION, P.O. BOX 30054, LANSING, MICHIGAN 48909; 7150 HARRIS DRIVE, LANSING, MICHIGAN 48909.

*** * * ***

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 G. MENNEN WILLIAMS BUILDING
LANSING, MICHIGAN 48913
(571) 373-7117

*** NOTE: NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH (F) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS.**

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(1) THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

References to "you" in this Disclosure Document mean the individual, corporation, partnership, limited liability company or other business entity purchasing a Matco Tools Distributorship, and, in some situations, "you" may also refer to that entity's Principal Owner or other owners.

Matco and Its Predecessors

Matco Tools Corporation ("**Matco**" or "**Matco Tools**") is a Delaware corporation, incorporated on January 12, 1993, with its principal office at 4403 Allen Road, Stow, Ohio 44224, telephone number (330) 929-4949. Matco is a wholly-owned subsidiary of MTH Holding LLC ("**MTH**"), and operates as an indirect wholly-owned subsidiary of GLFD Holdings LLC, and Vontier Corporation ("**Vontier**"). MTH is Matco's parent company. MTH is a Delaware limited liability company with its principal office at 1209 Orange Street, Wilmington, Delaware 19801. MTH does not operate Matco distributorships, and has not offered franchises in any line of business.

Vontier is a Delaware corporation, incorporated on August 5, 2019, with its principal place of business at 5438 Wade Park Blvd, Suite 600, Raleigh, NC 27607. Vontier was a wholly owned subsidiary of Fortive Corporation ("**Fortive**") until October 9, 2020. Fortive is a Delaware corporation, incorporated on November 11, 2015, with its principal place of business at 6920 Seaway Blvd., Everett, Washington 98203. On October 9, 2020, Fortive spun-off a portion of its business, assets, and portfolio companies, including Matco, into Vontier (the "**Vontier Spin-Off**"). After the Vontier Spin-Off, Fortive retained a partial ownership interest in Vontier, but as of January 19, 2021, Fortive no longer has any ownership of Vontier. Fortive was an indirect parent of Matco from July 3, 2016, until the Vontier Spin-off. Previously, Fortive was a wholly owned subsidiary of Danaher Corporation ("**Danaher**") until July 2, 2016. Danaher is a Delaware corporation, with its principal place of business at 2200 Pennsylvania Avenue NW, Suite 800W, Washington, DC 20037-1701. Danaher created Fortive when it spun-off a portion of its business, assets, and portfolio companies into a new diversified industrial growth company (the "**Fortive Spin-Off**"). That transaction was completed as of July 3, 2016. Neither Vontier, Fortive nor Danaher operate Matco distributorships, and nor have they offered franchises in any line of business.

Matco's other intermediate parent company, GLFD Holdings LLC, is a limited liability company that was formed in Delaware. Its principal business address is 1209 Orange Street, Wilmington, Delaware 19801. GLFD Holdings LLC does not operate Matco distributorships and has not offered franchises in any line of business.

From January 12, 1993, until June 3, 2016, Matco was known as NMTC, Inc., d/b/a Matco Tools, and it was a subsidiary of a separate entity, which was also called Matco Tools Corporation ("**MTC**"). MTC was Matco's parent company. MTC was a New Jersey corporation with its principal office at 4403 Allen Road, Stow, Ohio 44224. MTC's parent was Danaher. On June 1, 2016, as part of the Fortive Spin-Off transaction described above, MTC merged with NMTC, Inc., and then NMTC, Inc. changed its name to Matco Tools Corporation.

Matco does business under the name "Matco Tools Corporation," "Matco Tools," and "Matco," and under no other names. Matco's agent for service of process in this state is disclosed on Appendix G and/or on the acknowledgement of receipt pages which are the last pages in this Franchise Disclosure Document.

Matco is a manufacturer of toolboxes, a distributor of professional quality tools and service equipment, and seller of independent franchise distributorships under the Matco brand name. Matco has developed a distinctive business system (the "**System**") supporting the promotion of the Matco brand and establishment and operation of Matco mobile Distributorships which sell tools, toolboxes, service equipment, automotive

diagnostic services, software subscriptions, and other goods and services, including, for example, apparel, model cars and other collectible items, and consumables (such as mechanic's hand soaps), and such other items that Matco may in its sole discretion offer (collectively, the "**Products**" or "**Matco Products"**). Matco mobile Distributors offer and sell Products to professional mechanics, technicians, service professionals, and other businesses which operate from a single location and purchase tools for their own use. The Products currently consist of more than 25,000 items, many of which are manufactured by or for Matco, and are distributed by Matco and sold to Matco's Distributor network. In addition, Matco may also sell special order items, based on customer demand, and other factors. A high standard of customer service is essential to the Matco brand and the cornerstone of Matco's System, and that customer service standard typically involves a one-on-one sales and service relationship between a Principal Owner (defined below), operating from a Matco mobile distributorship, and a Potential Customer (defined below).

The System is identified by means of certain trade names, service marks, trademarks, logos and emblems, including the marks "MATCO®" and "MATCO® TOOLS" (the "**Marks**").

MTC began offering distributorships in 1979, and since then MTC and Matco (beginning in 1993) have sold the majority of the Products through independent distributors throughout the United States. As of December 31, 2025, there were 1,741 independent distributors selling MATCO® Products in the United States. The Distributorship Agreement offered and described in this Disclosure Document differs from agreements Matco entered into with its Distributors before 1993, in that the current Distributorship Agreement provides for additional duties and obligations for both parties. Matco operated company-owned distributorships similar to the type described in this disclosure document prior to 2006, for a period in 2010 and 2011, and again from 2013 until 2025. Matco does not currently operate any company-owned distributorships.

As described above and in Item 20, in all other U.S. states except for the States of Ohio and Pennsylvania, Matco's usual course of business does not involve the actual development and operation of Distributorships, which is the business you will engage in under the Distributorship Agreement.

Matco also sells the Products through commercial sales representatives to businesses and educational institutions including students, schools, commercial and industrial accounts with central purchasing operations, multiple locations, state, local and federal agencies and/or to other commercial customers who generally purchase tools for their own internal use or supply tools to their employees through tuition-based kits, new apprentice programs, hiring/longevity incentives, tool cribs or other means. Matco's commercial sales group also sells Products through foreign-based wholesale distributors in countries outside of North America. In 2025, these sales accounted for approximately 3.7% of Matco's revenues. Matco may also employ persons or utilize independent manufacturers' representatives and specialized resellers to make sales calls and to support customers in specific market segments. Matco also uses export distributors and agents to promote its products in locations outside of the United States. Occasionally, Matco may operate or provide promotional events at which products may be sold (such as the Eagle Experience), but Matco will typically coordinate with area Distributors for sales at such events.

Matco has offered franchised distributorships since 1993. Other than as indicated in this Disclosure Document, Matco (or prior to February 1993, its predecessor MTC) has not offered distributorship agreements, franchises, or business opportunities in any other line of business. Matco is not engaged in any business other than the manufacture, distribution, sale and servicing of tools and equipment as described in this Disclosure Document. Matco's affiliates have not offered franchises similar to the distributorship described in this Disclosure Document or in any other lines of business.

MTC is a predecessor of Matco. MTC was formerly known as Mac Allied Tools Corporation ("**Mac Allied**"), an Ohio corporation, incorporated in September 1946. Mac Allied changed its name to Matco

Tools Corporation in August 1978, and in April 1981, Matco Tools Corporation was acquired by and became a wholly-owned subsidiary of Chicago Pneumatic Tool Company ("**CP**"), a New Jersey Corporation. Matco Tools Corporation was merged in July 1984 into a sister company of CP, The Jacobs Manufacturing Company ("**Jacobs**"), a New Jersey corporation, incorporated in July 1953, and became known as "Matco Tools, a Division of The Jacobs Manufacturing Company." In June 1986, Danaher purchased CP and later sold it in June 1987, retaining Jacobs, including its Matco Tools Division. Jacobs' name was changed to Matco Tools Corporation in November 1991, and the other divisions within Jacobs were established as separate operating companies. In January 1993, Danaher formed NMTC, Inc., which acquired a substantial portion of the assets of MTC, including the existing distributorship agreements of MTC. As described above, MTC merged with NMTC, Inc., and NMTC, Inc. changed its name to Matco Tools Corporation.

Vontier's businesses and brands operate in the professional instrumentation and industrial technologies business segment, which consists of mobility technologies and diagnostics & repair technologies platforms. Through various subsidiary companies, Vontier manufactures and sells products under major brand names such as Gilbarco Veeder-Root® fuel dispensers and equipment.

In 2005, Matco Tools Canada ("**Matco-Canada**"), a limited partnership organized under the laws of the Province of Ontario, Canada, began offering Matco Tools franchised distributorships in Canada. Matco-Canada does not operate Matco distributorships, and has not offered franchises in any other line of business. Matco-Canada is owned by NMTC Partners Inc., an Ontario corporation, and GTHM Canada Holding Ltd., a British Columbia limited company. NMTC Partners Inc. is Matco's general partner. NMTC Partners Inc. was incorporated on April 8, 2005, and its principal business address is 4 Robert Speck Parkway, Ste. 1600, Mississauga, ON L4Z1S1. GTHM Canada Holding Ltd. was incorporated on August 6, 2019, and its principal business address is 2800 Park Place, 666 Burrard St., Vancouver, BC V6C2Z7. NMTC Partners Inc. is wholly owned by Matco Tools Corporation. GTHM Canada Holding Ltd. is wholly owned by GLFD Holdings LLC a Delaware limited liability company that was incorporated on August 5, 2019. GLFD Holdings LLC has its registered office at 1209 Orange Street, Wilmington, Delaware USA 19801. Neither NMTC Partners Inc., GTHM Canada Holding Ltd., nor GLFD Holdings LLC operate Matco distributorships, nor have any of those companies offered franchises in any line of business.

NMTC Partners Inc. and GTHM Canada Holding Ltd. were also included in the Vontier Spin-Off. NMTC Partners Inc. and GTHM Canada Holding Ltd. remain Matco-Canada's immediate parent companies after the Vontier Spin-Off, and NMTC Partners Inc. remains Matco-Canada's general partner. However, Matco-Canada's ultimate parent is now Vontier.

The Distributorship Rights Offered

Matco offers you the right to enter into a distributorship agreement (the "**Distributorship Agreement**"), which grants you the right to purchase, resell, and service the Products as a mobile distributor ("**Distributor**") under the System (the "**Distributorship**"). A Distributorship is a business which operates principally from a vehicle, purchases the Products from Matco, and sells the Products to retail customers. These retail customers (Potential Customers, as defined in Item 11) are typically professional mechanics or other individuals in the automotive after-market and related markets who in the normal course of business are required to use and furnish his/her own tools. Prior to signing your Distributorship Agreement, Matco will count the number of Potential Customers at locations identified in your territory along a proposed route (the "**List of Calls**"). These will be identified in Exhibit A to your Distributorship Agreement. Matco designates a List of Calls for a territory by identifying a maximum of 325 Potential Customers, which include the mechanics, technicians, or other service professionals who work at the business, as well as the business itself, in cases where Matco's survey shows that the business also purchases tools of the type offered or sold by Matco or its distributors, either for itself and/or for its employees. (However, "225s" will

have fewer Potential Customers, and "ETDs" will have more Potential Customers, as described below). See Item 11 for more information. You will be limited to offering and selling Products to the Potential Customers on your List of Calls, however, you may request that Potential Customers are added to your List of Calls.

If you wish to modify your List of Calls, including by adding a location or Potential Customers, you must submit a written request to Matco identifying the proposed changes to the List of Calls with an explanation for how the proposed changes to the List of Calls will help you advance your business and continue to meet Matco's Customer Service Standards.

Before commencing operations and within 45 days of signing the Distributorship Agreement, you must be a corporation, limited liability company, or other business entity. If you initially enter into the Distributorship Agreement as an individual, you must transfer the Distributorship Agreement to a corporation, limited liability company, or other business entity pursuant to an assignment and assumption agreement that Matco may designate from time to time. Matco must approve of any transferee minority owners who are not the individual who initially signed as the Distributor. Matco's current form of Assignment, Assumption and Consent Agreement and the applicable Guarantee, Indemnification and Acknowledgement are attached to the Distributorship Agreement as Exhibit M. The daily operations of the Distributorship must be conducted under the active full-time management of one "Principal Owner" who is designated on Exhibit P to the Distributorship Agreement. The Principal Owner must own at least a majority of the outstanding equity interests in the Distributor entity (at least 51%). The Principal Owner is the individual responsible for all communications between you and Matco, and the individual who has the right to enter into agreements on your behalf. The Principal Owner (as well as any other owners and any other person whose assets are considered in any financing application) must sign the Guarantee, Indemnification, and Acknowledgment in the form attached to the Distributorship Agreement as Exhibit N. The Principal Owner must complete all training required by Matco. In addition, the Principal Owner, in connection with her or his duties in operating the Distributorship as an employee of Distributor, must comply with all of Matco's standards and requirements as they may be modified from time to time in the Manual or otherwise in writing.

Matco typically will not grant a Distributorship to a Distributor with more than two owners. However, we consider each application on a case-by-case basis. Any individual who owns any ownership interest in the Distributor (including the Principal Owner) must be designated on Exhibit P of the Distributorship Agreement as an owner, and each of your owners, including the Principal Owner, as well as any other person whose assets are considered in any financing application, must personally bind themselves to the obligations described in the Distributorship Agreement by signing the Guarantee, Indemnification, and Acknowledgment that is attached to the Distributorship Agreement as Exhibit N. You may also designate a "**Business Partner**" who is one of your owners and who will assist the Principal Owner with aspects of operating the Distributorship.

It is important that your Principal Owner reviews your List of Calls to make sure that he or she is satisfied with it before you sign your Distributorship Agreement. We therefore encourage your Principal Owner to ride through your List of Calls and identify all of the shops and Potential Customers prior to signing your Distributorship Agreement. It is your responsibility to perform this due diligence. However, if you request, a Matco representative will be made available to ride with your Principal Owner to assist with this process and answer any questions that he or she might have. Before you sign your Distributorship Agreement, you will be requested to sign a List of Calls Acknowledgment (see Appendix K to this Disclosure Document) that your Principal Owner either did a ride-through of your List of Calls or chose not to do so.

In addition to the Distributorships, Matco also sells the Products through its Commercial Sales Department. The Commercial Sales Department generally sells tools to schools, companies, insurance replacement

companies, government agencies, or other entities or businesses that purchase tools for their internal use. The tools are typically not the personal property of the mechanics or instructors employed by such companies; however, these companies at times choose to gift or otherwise provide purchased Products to their mechanics or instructors, such as part of a retention or incentive program. Generally, the prospective purchasers from the Commercial Sales Department are companies, insurance replacement companies, government agencies, and similar entities that may purchase tools from other national tool companies, or factory and warehouse distributors, rather than from individual distributors. Matco also serves the vocational school marketplace through a direct sales program. Products are sold to technical schools or training facilities, and/or directly to the individuals attending such schools or facilities. Products sold to full-time students and schools may be discounted in order to remain competitive. Commercial sales customers also may include auto and truck dealerships that participate in dealer equipment service or sales programs operated in conjunction with original equipment manufacturer (or "**OEM**") relationships. OEM programs may include tool storage, shop equipment and other products normally purchased by the business at national account discounts. Matco may from time to time develop coupon or incentive programs with various national accounts or manufacturers. Several other tool suppliers may compete for these accounts, and pricing is very competitive and significantly below list price. This generally prevents a single Distributor from being competitive in such markets. Matco presently has a distributor commission program which permits its Distributors to join forces with Matco to assist in closing sales to accounts where a single Distributor working alone would be unable to do so. This program provides an opportunity for you to receive a commission on industrial account sales and/or vocational school sales closed by Matco, with your assistance, with a business identified on your List of Calls. Commissions will consist of a credit posted to the Distributor's Open Purchase Account on products or services delivered to a location on the List of Calls. Commissions are not based on the Billing or Administrative Office address of the industrial account purchaser. The Distributor may be required to provide service to technicians, students or instructors, and on products delivered to the location in order to receive commissions. The actual service schedule will be determined by the business, government agency, or school during the sales process. Service requirements may include unpacking and set-up of the initial and/or on-going orders, warranty service, and/or participation in tool shows or seminars. The Commercial Sales Commission Program (which may include vocational/educational sales) may change during the term of your Distributorship. The Distributor must be registered in the system as the "servicing distributor," and actively promote the sales, in order to receive commissions on any commercial or vocational/educational sales.

Matco, and any affiliates of Matco, may operate or provide promotional events at which Products may be sold to end-customers (such as the Eagle Experience), and Matco will typically coordinate with area Distributors for sales at such events.

Matco offers incentives to certain qualified Distributors that have Principal Owners with experience operating as mobile tool distributors. We sometimes refer to these distributors as **"Conversion Distributors."** Some of these incentives may include credits to a Distributor's open purchase account to cover some of the costs of purchasing, converting or updating the mobile store, acquiring a new computer system, travel costs for training and other items. Also, these Conversion Distributors may be eligible for certain bonuses based on purchases of Products during the term of the Distributorship Agreement. Collectively, these incentives are referred to as the "**Conversion Incentive Program**" and are discussed in more detail in Items 6, 7, and 8. Otherwise, all other aspects of the Matco Distributorship opportunity discussed in this Disclosure Document are applicable to Conversion Distributors as they are to new Distributors. The elements of the Conversion Incentive Program, including the qualifications to be eligible for the programs, the initial incentives, and the performance based bonuses, may change over time at Matco's discretion.

"225" Program

Matco has determined that there might exist certain areas or territories where Matco may not be able to identify a full complement of a minimum of 325 Potential Customers in the initial List of Calls, due to, for example, a small area with limited Potential Customers and/or great distances between various stops on a List of Calls that would make servicing such an area difficult, costly, or uneconomical. Matco has determined that it may, but is not obligated to, grant a very limited number of new and existing distributorships with an area with a limited number of List of Calls and/or a limited or reduced number of Potential Customers. Matco refers to these areas as "**225 Distributorships**" or "**225s**." The standard form of 225 Amendment for existing Distributors is attached as Appendix L-1 to this Disclosure Document. The standard form of 225 Amendment for new Distributors is attached as Appendix L-2 to this Disclosure Document.

Matco will not grant a 225 to a Distributor unless the Distributor and Principal Owner are specifically advised of the nature and scope of the 225 opportunity and specifically requests to service the limited area. Matco began offering 225 Distributorships (on a very limited trial basis) in August 2012 and, as of December 31, 2025, there were 39 "225 Distributorships." Matco will grant "225 Distributorships" on a very limited basis, and solely at the request of Distributors. Most of the aspects and elements of a Distributorship will apply to a "225 Distributorship", except that: (a) there will be a reduced number of Potential Customers on the List of Calls, with a maximum of 225 Potential Customers (unless otherwise approved by Matco, not to exceed 240 Potential Customers); (b) the required initial inventory level will be lower than standard Distributorship; and (c) the expected number of hours to service the route will be less.

Enhanced Territory Distributorship

Matco has determined that, in certain circumstances, it may be appropriate to grant to an existing Distributor an expanded List of Calls that includes more than 325 Potential Customers. Matco refers to these distributorships as "**Enhanced Territory Distributorships**" or "**ETDs**." Matco typically only grants these ETDs to existing Distributors who seek to renew their Distributorship, such that the ETD granted to a Distributor by Matco will only be in effect during the renewal term. However, in some cases, Matco may grant an ETD to an existing Distributor at some point during an initial term. The standard forms of ETD Amendment to the Distributorship Agreement are attached as Appendix P and Appendix Q to this Disclosure Document.

Matco will not grant an ETD to a Distributor unless the Distributor and its Principal Owner is specifically advised of the nature and scope of the ETD opportunity, and the Distributor, through its Principal Owner, has specifically requested an ETD. Matco is offering the ETD on a limited, experimental basis, and may modify the terms of the ETD offering from time to time. Most of the aspects and elements of a Distributorship will apply to an ETD, except that (a) there will be a greater number of Potential Customers on the List of Calls; (b) the required initial inventory will be greater than that of a standard Matco Distributorship; and (c) the sales requirement will be higher.

Renewal Program

Matco also offers Distributors whose existing Distributorship Agreements are expiring the option to renew their relationship with Matco and continue operating their Distributorships by signing a new Distributorship Agreement and the Renewal Addendum, the current form of which is attached as Appendix N to this Disclosure Document. The Renewal Addendum amends the terms of Matco's standard Distributorship Agreement to reflect the renewal of an ongoing relationship by, among other provisions, waiving the initial training requirement and the obligation to purchase an initial inventory of Products.

A Distributorship generally competes with mobile tool vendors who sell to professional mechanics and are associated with national tool companies other than Matco. Other sources of competition include independent mobile tool vendors who are not associated with a national tool company, local automotive tool and equipment warehouses, local automotive parts stores, local department and hardware store chains, mail order catalogs, and online retailers such as Amazon. Your List of Calls, and the Potential Customers on your List of Calls, may already be served by competitive tool vendors.

To operate the Distributorship, you and your employee(s) will have to comply with various state and local laws such as those relating to driver's licensing, vehicle licensing, vendor licensing, and automobile insurance requirements, zoning restrictions as well as parking, vehicle weight limitations and any applicable hazardous material transportation and pollution laws. In some states, a physical examination may be required to obtain a license to drive a commercial vehicle. There may be federal license or motor carrier regulations that apply to you, and these may include compliance with drug or substance abuse testing rules. Most states require liability insurance coverage for both the driver and vehicle. Insurability and insurance rates will generally be dependent upon your past driving record. There may be other laws applicable to your business including those relating to home-based business or the credit you grant, and Matco urges you to make inquiries about these laws.

Background Checks

For Prospective Franchisees/Distributors. Matco will conduct a detailed criminal background check of all prospective Principal Owners. The prospective Principal Owner of the Distributorship must consent to the background check, or Matco will not proceed with the evaluation of the prospective Distributor's application. Matco will bear the cost of conducting the background check(s). The information in this Disclosure Document is current as of the date indicated as the Issuance Date on the cover of this Disclosure Document.

(2) BUSINESS EXPERIENCE

Cameron Richardson, President

Mr. Richardson has been our President since June 2026. Prior to joining Matco, he was the Senior Vice President of Store Operations for Genuine Parts Company (NAPA) in Atlanta, Georgia from January 2024 to June 2026. Mr. Richardson was also Senior Vice President of Consumer Merchandise for Genuine Parts Company (NAPA) in Atlanta, Georgia from January 2018 to January 2024.

Tim Reynolds, Vice President and Director

Mr. Reynolds has been the Vice President, Treasury of Matco Tools since September 2021. Previously, he was a Vice President and Director of Matco since October 2020. Mr. Reynolds has been the Vice President, Treasury and Business Development of Vontier Corporation in Raleigh, North Carolina since September 2024. Previously, he was the Director, Treasury with Vontier Corporation since May 2020. He has also held numerous board positions with various Vontier subsidiaries since October 2020. Prior to joining Vontier Corporation, Mr. Reynolds was the Manager, Treasury of Red Hat, Inc. in Raleigh, North Carolina from August 2012 until May 2020.

Courtney Kamlet, Vice President and Secretary

Ms. Kamlet has been a Vice President and Secretary of Matco since September 2020 and the Vice President, Chief Governance and Compliance Officer of Vontier Corporation since March 2025. Prior to that, she was the Vice President, Group General Counsel and Corporate Secretary of Vontier Corporation from May 2022

to March 2025. She has also been the Vice President, Associate General Counsel and Corporate Secretary of Vontier Corporation in Raleigh, North Carolina from November 2019 to May 2022. Prior to that, Ms. Kamlet served as Vice President & Assistant General Counsel-Corporate and Governance for Syneos Health, Inc. in Raleigh, NC from February 2015 to November 2019.

Jeffrey S. Darrah, Vice President and Chief Financial Officer

Mr. Darrah has been Vice President and Chief Financial Officer of Matco since August 2023. Mr. Darrah also serves as Secretary of Matco's General Partner, NMTC Partners Inc. Mr. Darrah was previously Vice President and Chief Financial Officer of DRB System, LLC in Green, Ohio, from January 2022 to August 2023. Prior to that, he served as Vice President of Global Operations Finance for Diebold Nixdorf Inc. in North Canton, Ohio, from July 2018 to January 2022.

Laurie Reinbolt, Vice President, Sales

Ms. Reinbolt has been the Vice President, Sales of Matco since August 2024. Prior to joining Matco, Ms. Reinbolt was the Vice President, Sales Strategy with Advance Auto Parts in Columbus, Ohio from July 2009 to August 2024, and before that, the National Account Manager of Black & Decker in Columbus, Ohio from January 2000 to June 2009.

Ontoinette Threatt, Sr. Director, People & Culture / HR Leader

Ms. Threatt has been the Sr. Director, People & Culture / HR Leader with Matco since October 2024. Prior to that, Ms. Threatt was the HR Director of Matco from May 2023 to September 2024, the HR Manager of Matco from August 2020 to April 2023 and the HR Business Partner of Matco from June 2018 to July 2020.

Laura Haar, Chief Merchandising Officer

Ms. Harr has been the Chief Merchandising Officer of Matco since October 2025. Prior to joining Matco, Ms. Haar was the Director of Product and Commercialization with Midwest Motor Company dba Kimball Midwest in Columbus, Ohio from August 2020 to October 2025.

David Robinson, Director of Operations

Mr. Robinson has been the Director of Operations of Matco since October 2025. Prior to joining Matco, Mr. Robinson was the Chief Information Officer with Royal Chemical in Macedonia, Ohio from December 2015 to October 2025.

Michelle M. Farmer, Senior Director, Finance

Ms. Farmer has been the Senior Director, Finance of Matco since July 2019. Prior to joining Matco, Ms. Farmer was the Senior Director, Finance with Tektronix, Inc., a Fortive company in Solon, Ohio from August 2018 to July 2019 and Senior Director, Finance and CFO of Keithley Instruments, Inc., a division of Tektronix, in Solon, Ohio from December 2010 to August 2018.

Juli Foust, Senior Director, Financial Services

Ms. Foust has been the Senior Director, Financial Services of Matco in Stow, Ohio since January 2023. She was previously a Portfolio Owner Manager Sr. with PNC Bank in Brecksville, Ohio from June 2020 to January 2023. Prior to that, she held various other roles with PNC Bank Retail Lending in Brecksville, Ohio, including Head of Investor and Secondary Operations from July 2019 to June 2020, as well as Head

of Retail Lending Servicing Center of Excellence (SCRA, Credit Bureau and Flood Operations) from July 2016 to June 2019.

Allen R. Plunk, Director, Franchise Development

Mr. Plunk has been the Director, Franchise Development since October 2025 and was the Senior Regional Manager from October 2023 to October 2025. He was the Senior Director, Sales within Matco from January 2021 to October 2023 and was the Director, Field Operations within Matco from November 2019 to January 2021. He was Matco's Director, Franchise Sales from September 2014 to November 2019, a Regional Manager from January 2005 to September 2014, and a Matco District Manager from June 1998 to January 2005.

James Wuelfing, Director of Finance

Mr. Wuelfing has been the Director of Finance of Matco since November 2022. He is also the Tax Director of Vontier Corporation in Raleigh, North Carolina and has been since November 2022. Prior to that, Mr. Wuelfing was the Tax Director of Teva Pharmaceuticals from May 2020 until November 2022 in Parsippany, New Jersey; and the Tax Director of Newell Brands from May 2017 to January 2020 in Hoboken, New Jersey.

Desmond Owusu, Vice President, Operations

Mr. Owusu has been the Vice President, Operations, with Matco since May 2026. He was also the Director, Operations for Matco from November 2023 to May 2026, and Director, Vontier Business System for Matco from August 2021 to November 2023. Prior to that, he was Director, Global Supply Chain for Hennessy Industries, LLC (A Vontier Company) in Nashville, Tennessee from July 2018 to August 2021.

Luke O'Rourke, Corporate Controller

Mr. O'Rourke has been the Corporate Controller with Matco since January 2024, and was previously the Director of SEC Reporting with Matco from December 2022 to December 2023. He was Director of SEC Reporting with Policygenius Inc. in Durham, North Carolina from June 2021 to December 2022. Prior to that, he held various roles with BMC Stock Holdings, Inc., in Raleigh, North Carolina, including Director, Financial Reporting from July 2020 to May 2021, Sr. Manager, Financial Reporting from August 2018 to July 2020 and Financial Reporting Manager from September 2016 to August 2018.

(3) LITIGATION

PENDING ACTIONS

As of April 6, 2026 except as otherwise noted, the following case(s) have been filed against (or involved cases with counterclaims alleged against) Matco and/or its current or previous affiliated companies, by current or previous Matco Distributors and/or District Managers, and, in some cases, by Distributors jointly with their spouses or Business Partners, or possibly others. For many of the cases summarized, the information below also includes any individuals who are current Matco officers, directors, or employees and named as additional defendants.

William Faduie, Andrew Munger, Toby Clarkson, and Keston Lewis v. Matco Tools Corporation, Case No.: 5:23-cv-00337, U.S. District Court for the Northern District of Ohio (filed June 20, 2023). The Plaintiffs are customers of Matco's distributors who have purchased products from Matco distributors. This

case arises from a data security incident on March 1, 2022, in which personal identifiable information (PII) may have been accessed or acquired by a third party, and Matco's subsequent investigation of that incident, followed by Matco's communications to potentially impacted persons such as the plaintiffs, and Matco's communications to certain government agencies as states Attorneys General. Plaintiffs filed this action on behalf of themselves, current and former employees of Matco, and other similarly situated individuals as a class action. The plaintiffs have alleged that Matco acted negligently in failing to exercise reasonable care, was unjustly enriched, and violated Section 5 of the FTC Act and the Ohio Consumer Sales Practices Act, by engaging in acts that constitute unfair practices, and/or by failing to protect PII. The plaintiffs are seeking an order certifying the class, equitable relief enjoining Matco from engaging in wrongful conduct regarding the use or misuse of PII, injunctive relief requiring Matco to implement certain actions regarding the PII and future conduct, and an award of unspecified monetary damages, attorneys' fees, and costs. Matco has filed a motion to dismiss the claims, and its motion and all claims are currently pending. Matco intends to vigorously defend all claims in this matter.

Jim's Speed Shop v. Matco Tools Corporation, (filed September 24, 2024), Civil Action No. 24-A-08538-10; transferred to U.S. District Court for the Norther District of Georgia (November 27, 2024) Case No. 1:24-CV-5472-jpb-ccb. This matter was originally filed in 2021 before being voluntarily dismissed (see notes in "Concluded Actions," subpart D, below) and refiled in 2024. The Plaintiff is an automotive repair shop that purchased tools from a Matco distributor that were financed through Matco's PSA financing program. The Plaintiff alleges that Matco breached contract and statutory duties, and violated the Uniform Deceptive Trade Practices Act, Georgia's Door-to-Door Sales Act, and the Fair Credit Reporting Act for not providing "necessary assistance" with respect to the use of the purchased products, failing to disclose higher interest rates, and reporting negative credit information to credit reporting agencies. This matter is currently pending and in the discovery process. Matco intends to vigorously defend all claims in this matter.

Matco Tools Corporation v. William Davis, American Arbitration Association, (AAA office location not yet assigned, but it has been requested to be at a California AAA office closest to Apple Valley, California), Case No. 012500009453 (filed February 25, 2025) (sometimes referred to as the "Arbitration Action");

and

William Davis & Meghan Stevens v. Matco Tools, Inc., Vontier Corporation, et. al., Case No. CIVV-2500538, Superior Court of the State of California, County of San Bernardino, (filed April 4, 2025) (sometimes referred to as the "State Court Action").

These two cases, the Arbitration Action filed by Matco in February 2025 against a distributor, and the second, the State Court Action filed by the distributor in April 2025 against Matco, have been collectively resolved, as of March 19, 2026, pursuant to a Confidential Settlement and Release of Claims (the "Settlement Agreement"). The two matters and the settlement are discussed below.

The first matter that was filed was *Matco Tools Corporation v. William Davis, American Arbitration Association, (AAA office location not yet assigned, but it has been requested to be at a California AAA office closest to Apple Valley, California), Case No. 012500009453 (filed February 25, 2025).* Matco filed a Demand for Arbitration against William Davis, the owner of Apple Vally Tools LLC (the Matco distributorship entity, referred to in this Item 3 as "Apple Vally") that operates two Matco distributorships under two separate Matco Distributorship Agreements, for various claims under the two Matco Distributorship Agreements executed with Apple Valley, including failing to make loan payments to Matco on loans totaling over $192,000. Mr. Davis did not respond to the Demand for Arbitration, and he subsequently filed a complaint against Matco in the Superior Court of California in the case described below.. Following multiple hearings in the California Superior Court case described below, the Court

granted Matco's motion to compel arbitration and stayed the court matter. The Settlement Agreement settled this arbitration matter and the case described below.

The second matter was *William Davis & Meghan Stevens v. Matco Tools, Inc., Vontier Corporation, et. al., Case No. CIVV-2500538, Superior Court of the State of California, County of San Bernardino, (filed April 4, 2025).* As noted above, one plaintiff, William Davis, is the owner of Apple Valley Tools, LLC, which is a Matco franchisee that operates two Matco distributorships under two separate Matco Distributorship Agreements. The other plaintiff is the spouse of the owner and also claims to be an owner of Apple Valley Tools. The plaintiffs have named eleven current or former employees of Matco or Vontier as additional defendants, including several individuals identified in Item 2 of the Disclosure Document, namely Mike Dwyer, Lauri Reinbolt, Hilda Shipka, and Juli Foust. The plaintiffs alleged violations of the California Control of Profits of Organized Crime Act (RICO); fraudulent business practices, including violations of California Civil Code §§ 1709-1711, and 17200, and violation of California Franchise Investment Law, Corporations Code § 31200; fraudulent inducement; retaliation and unfair business practices in violation of California Business and Professions Code §§ 20021, 20016, and 17200, and California Labor Code § 1102.5; securities fraud in violation of California Corporation Code § 25400; and violation of California Consumer Credit Reporting Agencies Act, California Civil Code §§ 1785.1 – 1785.36. The plaintiffs seek actual damages, punitive damages, rescission, restitution, an injunction preventing retaliation against the plaintiffs and the Matco Franchise Owners Association (MFOA), other compensation for financial losses, economic, regulatory, compliance, and reputational damages, and reimbursement of legal fees. The plaintiffs' aggregate request for monetary damages is in excess of $35,000,000. In addition, the plaintiffs sought a temporary restraining order and injunctive relief regarding a number of claims in the complaint, including, among other things, to declare that the plaintiffs are not in breach of their Distributorship Agreement and that Matco cannot terminate the Distributorship Agreement, to order Matco to retract allegedly retaliatory emails regarding the MFOA, to order Matco to investigate and remedy all known failures of its MDBS software, and to prohibit Matco's imposition of certain financing collection fees. As noted above, following multiple hearings denying the plaintiffs' requests for temporary relief, the Court granted Matco's motion to compel arbitration and stayed this matter. The Settlement Agreement settled this case and the arbitration matter.

The Settlement Agreement was agreed to by the parties on March 19, 2026, and will be submitted to the arbitrator and court for approval. The Settlement Agreement is intended to fully and finally settle both the Arbitration Action and the State Court Action, including among other things, the distributor plaintiff's claims in the State Court Action for monetary damages in excess of $35,000,000, and other relief, and Matco's claims in the Arbitration Action for repayment of the outstanding loan of $192,000. The parties agreed to the following. Mr. Davis and Apple Valley's Matco distributorships are terminated, and Mr. Davis must comply with all of the post-termination obligations under the Distributorship Agreements. Mr. Davis and Apple Valley will transfer and assign to Matco all of the distributor's customer accounts and accounts receivable, to permit Matco to collect, for Matco's own account, monies owed from customers. In addition, Apple Valley will return to Matco all of Apple Valley's Matco inventory, and Matco will pay Mr. Davis $215,000. Matco will also forgive Apple Valley's debts to Matco for its note, Line of Credit, and Open Purchase Account, and Matco will settle the debts owed by Apple Valley to the leasing company for Apple Valley's two trucks previously used in the Matco Distributorship, but only up to $100,000. Mr. Davis will take down a website he created that included derogatory comments about Matco, and Mr. Davis will ensure that any such content will not be re-posted. Mr. Davis will be permitted, under a limited license from Matco, to print promotional materials for other Matco distributors, subject to compliance with Matco's requirements and the license. The Settlement Agreements includes mutual releases of all parties.

B. *Matco Collection Actions.* During the fiscal year ended December 31, 2025, any claims filed by Matco against Distributors for monies owed to Matco for goods sold and delivered to the Distributor that are still pending are described below.

Matco Tools Corporation, a Delaware Corporation v. Vladimir Fuentes and 805 Tools LLC, California, American Arbitration Association, Atlanta, GA office. Case No. 01-25-0005-4728 (filed November 2025). Claims: Matco filed a claim against Vladimir Fuentes and his distributorship entity for breach of the Distributorship Agreement due to failure to pay amounts owed at the time of the termination of their Distributorship. Damages Sought: $116,738.93 plus interest plus costs and fees. The arbitration is ongoing.

Matco Tools Corporation, a Delaware Corporation v. Dennis and Lori Straits and D & L Tools LLC, Michigan, American Arbitration Association, Atlanta, GA office. Case No. 01-25-0005-8128 (filed November 2025). Claims: Matco filed a claim against Mr. and Ms. Straits and their distributorship entity for breach of the Distributorship Agreement due to failure to pay amounts owed at the time of the termination of their Distributorship. Damages Sought: $85,832.33 plus interest plus costs and fees. The arbitration is ongoing.

Matco Tools Corporation, a Delaware Corporation v. Steven Hayward, Washington, American Arbitration Association, Atlanta, GA office. Case No. 01-25-0009-3459 (filed December 2025). Claims: Matco filed a claim against Mr. and Ms. Straits and their distributorship entity for breach of the Distributorship Agreement due to failure to pay amounts owed at the time of the termination of their Distributorship. Damages Sought: $98,577.94 plus interest plus costs and fees. The arbitration is ongoing.

Matco Tools Corporation, a Delaware Corporation v. Jonathan Bevins and AR Tools LLC, Montana, American Arbitration Association, Atlanta, GA office. Case No. 01-25-0009-3495 (filed December 2025). Claims: Matco filed a claim against Jonathan Bevins and his distributorship entity for breach of the Distributorship Agreement due to failure to pay amounts owed at the time of the termination of their Distributorship. Damages Sought: $90,695.93 plus interest plus costs and fees. The arbitration is ongoing.

Matco Tools Corporation, a Delaware Corporation v. Christopher Johns and Tool Tech LLC, California, American Arbitration Association, Atlanta, GA office. Case No. 01-25-0009-4923 (filed December 2025). Claims: Matco filed a claim against Christopher Johns and his distributorship entity for breach of the Distributorship Agreement due to failure to pay amounts owed at the time of the termination of their Distributorship. Damages Sought: $129,816.66 plus interest plus costs and fees. The arbitration is ongoing.

Matco Tools Corporation, a Delaware Corporation v. Sergio Bautista Rodriguez and SBR Quality Tools, LLC, Illinois, American Arbitration Association, Atlanta, GA office. Case No. 01-26-0000-1535 (filed January 2026). Claims: Matco filed a claim against Sergio Bautista Rodriguez and his distributorship entity for breach of the Distributorship Agreement due to failure to pay amounts owed at the time of the termination of their Distributorship. Damages Sought: $79,628.21 plus interest plus costs and fees. The arbitration is ongoing.

Matco Tools Corporation, a Delaware Corporation v. Robert Ryan, Florida, American Arbitration Association, Atlanta, GA office. Case No. 01-26-0000-5437 (filed February 2026). Claims: Matco filed a claim against Robert Ryan for breach of the Distributorship Agreement due to failure to pay amounts owed at the time of the termination of their Distributorship. Damages Sought: $60,576.69 plus interest plus costs and fees. The arbitration is ongoing.

C. *Matco Post-Term Covenant Enforcement Actions.* During the fiscal year ended December 31, 2025, any claims filed by Matco against Distributors due to a Distributor's failure to comply with the post-term covenants in the Distributorship Agreement that are still pending are disclosed below.

None.

D. *Other Matco-Initiated Actions*. During the fiscal year ended December 31, 2025, any claims filed by Matco against Distributors for breach of contract or other claims not disclosed in subpart B or D above, and are still pending are disclosed below.

None.

* * * *

CONCLUDED ACTIONS

During the 10-year period immediately preceding April 6, 2026, except as otherwise noted, Matco and/or its current or previous affiliated companies, and/or one or more of its current employees, have been the subject of the following legal proceedings (or were the subject of counterclaims in the following legal proceedings), which have since been concluded.

A. The following case(s) were resolved through a mutual settlement, with no settlement payments:

None.

B. The following cases resulted in settlement agreements between the parties on the dates so indicated whereby Matco agreed to pay a sum of money to the plaintiffs and/or forgive debt as set forth below:

Daniel Cline, Illinois v. NMTC, Inc., d/b/a Matco Tools, a Delaware Corporation, American Arbitration Association, Johnston, RI office. Case No. 01-17-0004-7119 (filed August 8, 2017). Claims: Mr. Cline, a former Matco distributor, filed a claim against Matco for violations of Illinois Minimum Wage Law, the Fair Labor Standards Act, the Illinois Franchise Disclosure Act of 1987, and the Illinois Deceptive Trade Practices Act, as well as claims for unjust enrichment, fraud and deceit and negligent misrepresentation, arising from a business relationship between Mr. Cline and Matco under the Matco Tools Distributorship Agreement and related agreements. Mr. Cline claimed that the parties' distributorship relationship constituted an employment relationship. This file was closed by the American Arbitration Association on September 26, 2017 due to the parties' failure to submit payment.

Matco Tools Corporation, fka NMTC, Inc., dba Matco Tools, a Delaware Corporation v. Daniel Cline and Roberta Cline, Illinois, American Arbitration Association, Atlanta, GA office. Case No. 01-17-0005-0659 (filed August 24, 2017). Claims: Matco filed a claim against Mr. and Ms. Cline for breach of the Distributorship Agreement due to Mr. Cline's failure to pay amounts owed at the time of his resignation from his Matco distributorship. Matco sought damages in the amount of $31,791. Mr. and Ms. Cline lodged the following counterclaims: violations of Illinois Minimum Wage Law, the Fair Labor Standards Act, the Illinois Franchise Disclosure Act of 1987 and the Illinois Deceptive Trade Practices Act, as well as claims for unjust enrichment, fraud and deceit and negligent misrepresentation, arising from a business relationship between Respondents and Matco under the Matco Tools Distributorship Agreement and related agreements. Mr. and Ms. Cline alleged that the parties' distributorship relationship constituted an employment relationship. On January 5, 2018, Matco and Mr. Cline agreed to settle this dispute with Mr. Cline returning all tool inventory still in his possession with an approximate value of $10,000, and Matco paying Mr. and Ms. Cline $14,500 and forgiving the debt in the amount of $31,791. Settlement and release

documents were signed on January 9, 2018.

John Fleming on behalf of himself and others similarly situated v. Matco Tools Corporation, a Delaware Corporation; NMTC, Inc. d/b/a Matco Tools, a Delaware Corporation and Fortive Corporation, a Delaware Corporation and DOES 1-20 inclusive; California, In the United States District Court, Northern District of California, San Jose Division; Civil Action No. 5:19-cv-00463-NC (filed January 28, 2019). Class Action Complaint. Claims: failure to reimburse business expenses, failure to pay California overtime compensation, failure to provide meal and rest periods, related labor code violations, UCL violations and civil penalties under labor code Private Attorney General Act. Relief and/or Damages Sought: an order certifying the classes, declaratory relief, compensatory damages, PAGA civil penalties, restitution, reasonable attorneys' fees and costs and further relief as the Court deems just and proper. This case involves a franchised distributor, Mr. Fleming, who claims that, as an independent, franchised distributor operating under a Matco Distributorship Agreement, he is not an independent contractor, but an employee of Matco. Matco entered into a settlement agreement with Plaintiffs on November 19, 2021, which was granted final approval by the court on April 29, 2022. On May 27, 2022, Matco paid a total of $13,462,174.90 in cash settlement payments and $2,346,423.00 in debt forgiveness to members of the class.

Nathaniel Baggs, individually, and on behalf of all others similarly situated, v. Matco Tools Corporation, a Delaware Corporation, and Does 1-10, inclusive; California, In the United States District Court for the Central District of California, Civil Action No. 5:23-CV-00852-SSS (SPx) (filed May 16, 2024). Class Action Complaint. Claims: Mr. Baggs was a customer of a Matco distributor who had purchased products from a Matco distributor, and signed typical loan or purchase money security agreements, promising to pay the amounts owed for the purchase of products. When the products were not paid for pursuant to the agreements, Matco sought collection of the debt owed. Mr. Baggs, as plaintiff, filed a class action claim against Matco for violations of the California Consumer Legal Remedies Act (Cal. Civ Code §§ 1750 *et. seq.*) and the Rosenthal Fair Debt Collection Practices Act (Cal. Civ. Code §§ 1788, *et. seq.*), arising from the purchase of Matco products from a Matco distributor. Mr. Baggs claimed that Matco's attempts to collect debts from him and other consumers for Matco tools purchased from Matco distributors were deceptive and unfair debt collection practices. Mr. Baggs and Matco entered into a settlement agreement on February 5, 2024, pursuant to which Matco paid Mr. Baggs a total of $5,000 in cash settlement payments.

C. The following cases were dismissed or resulted in amounts being awarded to Matco:

Matco Tools Corporation, a Delaware Corporation v. Cary G. Urquhart, Texas; In The United States District Court, For The Northern District of Ohio, Eastern Division; Civil Action No: 5:19-cv-10091359 (filed May 6, 2019). Verified Complaint. Claims: breach of contract – post termination obligations, trademark infringement, misappropriation of goodwill, misappropriation of trade secrets, breach of promissory note and security agreement; Relief and/or Damages Sought: a temporary restraining order and preliminary and permanent injunction against Defendant from breaching the terms of the non-compete clause of the Distributorship Agreement and infringing on Matco's trademark rights. A judgment against Defendant for the unpaid balance due on the Promissory Note and all damages incurred plus authorization to foreclose on the collateral, an accounting of the earnings of his competing business, Matco's costs for the investigation and attorneys' fees incurred, and further relief as the Court deems just and proper. Matco filed a motion for summary judgment that was granted on January 22, 2020. The court awarded Matco money damages for lost profits, treble damages for the defendant's trademark infringement, the amounts that the defendant owed under his promissory note (including interest), and other expenses owed under the Distributorship Agreement (plus interest), which totaled $99,114.29 (plus interest).

Matco filed a Motion for Award of Attorneys' Fees in the amount of $74,105 which is still pending before the court.

Cary G. Urquhart, Texas v. Matco Tools Corporation, a Delaware Corporation, Ohio; In The United States District Court, For The Northern District of Ohio, Eastern Division; Civil Action No: 5:19-cv-01009-SL (filed June 14, 2019). Counterclaim. Claims: bad faith trade secret action, unfair competition through malicious litigation, abuse of process, defamation per se, defemation pro quod, false light invasion of privacy and tortious interference; Relief and/or Damages Sought compensatory damages, prejudgment interest, exemplary and punitive damages, attorneys' fees, costs of suit and further relief as the Court deems just and proper. Matco filed a motion for summary judgment that was granted on January 22, 2020. Urquhart's counterclaims were dismissed by the Court pursuant to said motion.

Richard S. Frerichs and Kimberly Scully Frerichs v. NMTC, Inc. d/b/a Matco Tools, a Delaware Corporation; Idaho, In The District Court Of The Seventh Judicial District of the State of Idaho, in and for The County of Bonneville; No. CV-18-3350 (filed June 15, 2018). Claims: breach of contract, fraud, unjust enrichment and violation of the Idaho Consumer Protection Act. Relief and/or Damages Sought: relief in such a sum of money as to adequately compensate Plaintiff for damages, statutory and otherwise to be proved at trial, attorney fees and costs in the minimum amount of $2,500, and further relief as the Court and Jury deem appropriate and just. On August 10, 2018, plaintiff agreed to dismiss this action in favor of Arbitration provided the Arbitration takes place in Idaho. The Court dismissed this suit on October 5, 2018 and to-date, no Arbitration has been filed against Matco.

Matco Tools Corporation, fka NMTC, Inc., dba Matco Tools, a Delaware Corporation v. Emanuel and Rocio Aguilrera, Ohio, American Arbitration Association, Atlanta, GA office. Case No. 01-19-0002-0482 (filed June 26, 2019). Claims: Matco filed a claim against Mr. and Ms. Aguilera for breach of the Distributorship Agreement due to Mr. Aguilera's failure to pay amounts owed at the time of his resignation for goods sold and delivered to his Matco distributorship. Damages Sought: $57,697. On January 31, 2020, the United States District Court for the Southern District of California granted Respondent's application for a temporary restraining order enjoining Matco from arbitrating their claims against Respondent in Ohio. On May 19, 2020, Matco's Petition to The United States District Court for The Northern District of Ohio Eastern Division, to Compel Arbitration in Ohio of the matter was denied, and Matco's case was terminated.

Kyle Pierce v. Matco Tools Corporation, a Delaware Corporation, Ohio, American Arbitration Association, Atlanta, GA office. Case No. 01-22-0000-5892 (filed March 23, 2022). Counterclaim. Claims: Breach of Distributorship Agreement by Matco for failing to ship orders and provide replacement tools for warranty upon request. On July 7, 2022, the Arbitrator granted Claimant's request to mediate this matter. On August 11, 2022, the parties were able to settle the claims filed by Matco and the counterclaims filed by Claimant. Matco agreed to accept a $70,000.00 lump sum payment to settle the claims against Claimant in full and Claimant agreed to drop his counterclaims against Matco, concluding this matter.

D. *Other Concluded Actions.* The following case(s) have been concluded or resolved in manner in which there was not a mutual settlement nor an agreement to pay money to the plaintiffs.

Emanuel Aguilera, Rocio Aguilera and Simon Goro v. Matco Tools Corporation, a Delaware Corporation; California, In The Superior Court Of The State Of California In And For The County Of Alameda; No. RG18931359 (filed December 7, 2018). Class Action Complaint. Claims: Distributor Class: failure to reimburse expenses, unlawful deductions from wages, failure to

provide accurate wages statements, failure to pay overtime, failure to provide meal periods, failure to provide rest breaks, failure to pay wages when due, unfair business practices. Spouse Class: failure to pay wages, failure to provide accurate wage statements, unfair business practices. Usury sub-Class: usury and violation of unfair competition law. Relief and/or Damages Sought: an order certifying the classes, compensatory damages according to proof, enhanced damages, liquidated damages and penalties, declaratory relief, pre and post judgment interest, costs, injunctive relief, restitution, attorneys' fees and costs and further relief as the Court deems just and proper. On March 22, 2019 this suit was voluntarily dismissed without prejudice.

Emanuel Aguilera, Rocio Aguilera and Simon Goro v. Matco Tools Corporation, a Delaware Corporation; California, In The United States District Court, in the Southern District of California, El Centro, California; Civil Action No. 19-cv01576-AJB-AGS (filed September 19, 2019). First Amended Complaint. Claims: Plaintiffs should receive declaratory judgement finding Distributorship Agreement did not contain an enforceable arbitration provision and Matco should be enjoined from proceeding with arbitration against Plaintiffs in Ohio and found guilty of violation of California's Unfair Competition Law. On January 31, 2020, the Court granted Plaintiffs' application for a temporary restraining order enjoining Matco from arbitrating their claims against them in Ohio. On September 10, 2020, the Court granted a Joint Motion for Dismissal Without Prejudice.

Matco Tools Corporation, fka NMTC, Inc., dba Matco Tools, a Delaware Corporation v. Simon and Deidre Goro, Ohio, American Arbitration Association, Atlanta, GA office. Case No. 01-19-0002-0483 (filed June 26, 2019). Claims: Matco filed a claim against Mr. and Ms. Goro for breach of the Distributorship Agreement due to Mr. Goro's failure to pay amounts owed at the time of his resignation for goods sold and delivered to his Matco distributorship. Damages Sought: $57,419. On January 31, 2020, the United States District Court for the Southern District of California granted Respondent's application for a temporary restraining order enjoining Matco from arbitrating their claims against Respondent in Ohio. On May 29, 2020, Matco's Petition to The United States District Court for The Northern District of Ohio Eastern Division, to Compel Arbitration in Ohio of the matter was denied, and Matco's case was terminated.

Jim's Speed Shop v. Matco Tools Corporation, In the Magistrate Court of Gwinnett County, State of Georgia (filed December 22, 2021), Civil Action No. 21M35863; transferred to Superior Court of Gwinnett County as of October 31, 2022, Case No.: 22-A-09413-10. The Plaintiff is an automotive repair shop that purchased tools from a Matco distributor that were financed through Matco's PSA financing program. The Plaintiff alleged that Matco engaged in lending fraud, and charged "excessive interest". This matter was voluntarily dismissed in April 2024.

E. *Matco Collection Actions.* During the fiscal year ended December 31, 2025, if Matco filed claims against Distributors for monies owed to Matco for goods sold and delivered to the Distributor and these matters were resolved by the end of the fiscal year, they are disclosed below.

Matco Tools Corporation, a Delaware Corporation v. Jorge Ramblas and Ramblas Tools LLC, Texas, American Arbitration Association, Atlanta, GA office. Case No. 01-25-0002-2937 (filed May 2025). Claims: Matco filed a claim against Jorge Ramblas and his distributorship entity for breach of the Distributorship Agreement due to failure to pay amounts owed at the time of the termination of their Distributorship. Damages Sought: $65,051.21 plus interest plus costs and fees. On August 27, 2025, the Arbitrator issued an award of $65,051.21 plus interest plus costs and fees, concluding this matter.

Matco Tools Corporation, a Delaware Corporation v. John and Belinda Johnson, Georgia,

American Arbitration Association, Atlanta, GA office. Case No. 01-25-0000-4759 (filed January 2025). Claims: Matco filed a claim against Mr. and Ms. Johnson for breach of the Distributorship Agreement due to failure to pay amounts owed at the time of the termination of their Distributorship. Damages Sought: $84,205.63 plus interest plus costs and fees. On July 1, 2025, the Arbitrator issued an award of $84,205.63 plus interest plus costs and fees, concluding this matter.

Matco Tools Corporation, a Delaware Corporation v. Shane Cain, Alabama, American Arbitration Association, Atlanta, GA office. Case No. 01-25-0003-1662 (filed July 2025). Claims: Matco filed a claim against Shane Cain for breach of the Distributorship Agreement due to failure to pay amounts owed at the time of the termination of their Distributorship. Damages Sought: $63,904.42 plus interest plus costs and fees. On November 7, 2025, the Arbitrator issued an award of $63,904.42 plus interest plus costs and fees, concluding this matter.

Matco Tools Corporation, a Delaware Corporation v. Alejandro and Helen Tagle, California, American Arbitration Association, Atlanta, GA office. Case No. 01-25-0003-5669 (filed July 2025). Claims: Matco filed a claim against Mr. and Ms. Tagle for breach of the Distributorship Agreement due to failure to pay amounts owed at the time of the termination of their Distributorship. Damages Sought: $ 70,285.07 plus interest plus costs and fees. On February 23, 2026, the Arbitrator issued an award of $100,782.89 for damages, interest, fees, and costs, concluding this matter.

F. *Matco Post-Term Covenant Enforcement Actions.* During the fiscal year ended December 31, 2025, any claims filed by Matco against Distributors due to a Distributor's failure to comply with the post-term covenants in the Distributorship Agreement and these matters were resolved by the end of the fiscal year, they are disclosed below.

None.

G. *Other Matco-Initiated Actions*. During the fiscal year ended December 31, 2025, any claims filed by Matco against Distributors during that fiscal year, for breach of contract or other claims not disclosed in subparts E and F above, and were resolved by the end of the fiscal year, are disclosed below.

None.

H. *Consent Orders.*

In the Matter of The Commissioner of Financial Protection and Innovation v. Matco Tools Corporation, Consent Order dated May 5, 2025. Sacramento, California. On May 5, 2025, Matco entered into a Consent Order with the California Department of Financial Protection and Innovation ("DFPI"). This matter relates to a situation involving one franchisee in California who purchased a second franchised distributorship (a "225 distributorship" which is described in Item 5 of this Disclosure Document). Matco had complied with the California franchise registration and exemption requirements under the California Franchise Investment Law ("FIL") and provided the distributor a franchise disclosure document. In preparing the documentation for execution of the new distributorship agreement, Matco incorrectly charged an initial fee of $8,000, instead of $5,600 as described in the franchise disclosure document, and Matco sold the distributor an initial inventory package for a regular distributorship instead of the reduced inventory for a 225 distributorship as described in the franchise disclosure document. After Matco learned of the mistake, it refunded the difference in the initial fee and offered to repurchase any unsold inventory. Under the Consent Order, the DFPI determined that Matco made two untrue statements of material fact to this franchisee – one regarding the initial fee and one regarding the inventory – which the DFPI determined be to violations of Section 31201 of the FIL. Under the Consent Order, Matco agreed to pay to the DFPI an

administrative penalty of $2,500 for each violation, and to refrain from violating Section 31201 and any other provision of the FIL.

* * * *

Other than the 29 actions described above, no litigation is required to be disclosed in this Item.

(4) BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

(5) INITIAL FEES

Initial Franchise Fee for New Distributors

When you sign the Distributorship Agreement you must pay Matco an initial franchise fee of $10,000 (the "**Initial Franchise Fee**"). (The Initial Franchise Fee for a new "225 Distributor" will be $7,000.) The Initial Franchise Fee must be paid in full, unless Matco agrees to finance all or a portion of the Initial Franchise Fee (see Item 10). The Initial Franchise Fee is fully-earned and non-refundable when you sign the Distributorship Agreement.

Payment of Initial Fees through 401(k) or IRA Funds

Matco understands that some Principal Owners may wish to utilize part or all of their existing 401(k) or IRA funds to invest in a Distributor or a Matco Tools Distributorship, and that there are companies that administer and facilitate those sorts of transactions. Matco does not require or encourage prospective Distributors or Principal Owners to utilize 401(k) or IRA funds, nor does it require or endorse any specific provider or administrator. However, if a Distributor will be using a Principal Owner's 401(k) or IRA funds ("Rollover Funds") for all or a portion of the Distributor's initial start-up costs required under the Distributorship Agreement, including those initial fees as described in this Item 5, Matco understands that such Distributor may not access those Rollover Funds, and will not utilize such Rollover Funds unless and until they sign a Distributorship Agreement and there may be a short-term delay between signing the Distributorship Agreement before such Rollover Funds are disbursed from a Principal Owner's 401(k) or IRA. If you are interested in utilizing Rollover Funds, you must notify Matco as part of the Matco Tools Distributorship application process. You and your Principal Owner must follow precisely the rules and procedures established by the third-party facilitator. Matco understands that a Distributor utilizing Rollover Funds will not have access to such Rollover Funds at the time of signing the Distributorship Agreement, and Matco will allow such Distributor 45 days following execution of the Distributorship Agreement for Distributor to gain access to such Rollover Funds, which time period may be extended, as approved by Matco, for payment of initial required purchases, leases and/or initial fees described in this Item 5 through a 401(k) or IRA funds (the "Rollover Payment Period"). If the Distributor fails to obtain access to the Rollover Funds prior to the expiration of the Rollover Payment Period, Matco will have the right to immediately terminate the Distributorship Agreement upon written notice to Distributor. In such a situation, the Distributor will not have paid any Initial Franchise Fee or other initial fees to Matco, so there will be nothing to be refunded.

Initial Franchise Fee for Renewing Distributors

If you are renewing your right to operate a Distributorship under a Distributorship Agreement that was signed before March 2014 (which did not have a requirement to pay a renewal fee), Matco will waive the Initial Franchise Fee, and will not charge a renewal fee. If your Distributorship Agreement was signed after

March 2014, you must pay the renewal fee set forth in your Distributorship Agreement in lieu of the Initial Franchise Fee.

Initial Inventory Purchases

In order to meet the customer service expectations associated with the Matco brand, it is important you have Product inventory available when you engage with your Potential Customers. You are required to purchase an initial inventory of Products from Matco (the "**New Distributor Starter Inventory**") before the date your Distributorship commences operations. If you are a new Distributor, you will pay for the New Distributor Starter Inventory in a lump sum, but you will take possession of the inventory over the first few weeks of operating your Distributorship, because ordering and receiving inventory are part of our initial training program. In some instances, your initial inventory may be acquired from a predecessor Distributor.

Currently, the minimum New Distributor Starter Inventory is generally $80,000. Regardless, your New Distributor Starter Inventory may be higher than the minimum that we designate, as discussed in the next paragraph. This amount may not be uniform for all Distributors, and Matco expects that the amount will range, generally, from $55,500 to $92,000 (see Item 7). In 2025, the minimum New Distributor Starter Inventory was generally $80,000 even though the New Distributor Starter Inventory ranged from $50,000 to $84,000 (depending upon the inventory selected). If you qualify, all or a portion of the cost of the New Distributor Starter Inventory may be financed through Matco (see Item 10).

In addition, in response to Distributor requests to purchase more than the standard New Distributor Starter Inventory package, Matco may permit a Distributor to purchase more than the $80,000 initial starter inventory. Some Distributors and/or some routes may benefit from, or be able to handle, a larger initial inventory. So, while Matco will not require that you or any Distributor purchase more inventory than the "starter inventory," if you wish to purchase more, Matco will consider that request, and, based on its review, Matco may grant your request. However, Matco will most likely not sell you more than $92,000 in initial inventory. Items 7 and 10 include disclosures and cost figures that reflect a larger initial inventory purchase, should you choose to do so.

The required initial inventory for a new 225 Distributorship will be lower than that of a standard Distributorship, depending on the number of Potential Customers in the 225 Distributor's List of Calls. In 2025, the minimum New Distributor Starter Inventory for a new 225 Distributorship was generally $50,000, even though the New Distributor Starter Inventory ranged from $47,000 to $72,000. We expect that in 2026 the minimum New Distributor Starter Inventory for a 225 Distributorship will generally be $55,000, and the New Distributor Starter Inventory will range from $52,000 to $79,750.

The required initial inventory for Distributors who sign an ETD Amendment will be larger than that of a standard Distributorship (approximately $76,590 to $126,960 depending on the number of minimum potential customers, but generally $110,400). By way of example only, if the List of Calls contains 450 Potential Customers, and the standard List of Calls includes 325 Potential Customers, 450 is 38% greater than 325. Consequently, the New Distributor Starter Inventory amount would be 38% greater than the standard $80,000 New Distributor Starter Inventory requirement, or $110,400. An existing Distributor that converts to an ETD may be permitted to gradually increase its inventory to this higher initial inventory level.

Time Payment Sales – Time Payment Reserve and Time Payment Line of Credit

"**Time Payment**" sales are a significant portion of the Completed Business (which is the revenue from sales of Products and other products) in your Matco Distributorship. Time Payment sales are credit sales

made by you to your customers. When you make a Time Payment sale, you will extend personal credit to finance the customer's purchase of Products. You establish the terms and conditions for Time Payment sales to your customers, such as down payment, repayment schedule, interest charged, credit limits, and creditworthiness. However, Matco generally recommends that you require full payment on Time Payment sales in five to nine weeks and that you do not charge interest on these Time Payment sales. As you extend credit for Time Payment sales, you bear the risk of loss due to non-payment. Time Payment sales typically comprise a significant percentage (generally about 70%) of most Distributors' sales.

Currently, you must establish a "**Time Payment Line of Credit**" to help fund Time Payment sales if Matco finances all or a portion of your initial investment in a Distributorship. If you do not participate in one of Matco's financing programs, you must establish and deposit funds into a "**Time Payment Reserve Account**" to help fund Time Payment Sales. The Time Payment Line of Credit and Time Payment Reserve Account are described below.

Time Payment Line of Credit

As discussed above, if you qualify for and obtain financing from Matco, you must establish a Time Payment Line of Credit with Matco to fund Time Payment sales. The Time Payment Line of Credit (also referred to as "**TPLC**" or "**Time Payment LC**" or "**LC**") will be a line of credit in which the Distributor may utilize up to $22,000 (or $28,000 if you are approved for an increased amount) to fund Time Payment Sales.

Every week you will be required to send Matco, via the MDBS Software (defined below), at our headquarters your current Time Payment activity from your business records. Time Payment LC will be accessed automatically by Matco, on your behalf each week. The amount of credit from your Time Payment LC account will be used to pay for your Product inventory purchases. The amount of credit will be determined by calculating the net change in your time payment balances from week to week. The net change in your time payment balances, which is expressed as the retail cost of the Products sold, will be discounted by a factor to determine the approximate net cost value of the change in your time payment balances. The time payment transaction will be drawn on your Time Payment LC and will post directly on your weekly Open Purchase Account statement.

Transfers from your Time Payment LC to pay for Product purchases will occur during periods of growth of your Time Payment sales balances. The Time Payment LC will be available only during the first year of operations under the Distributorship Agreement. Also, the Time Payment LC will be capped at $22,000 (or $28,000 if you are approved for an increased amount).

All Time Payment LC monies will be provided at an interest rate of 5% over the Prime Rate. Matco may choose to cap the interest rate if the Prime Rate increases. The Time Payment LC will be required of all Distributors, although the amount of credit that is extended may not be uniform, and will vary from Distributor to Distributor and will vary over time. See Item 10 below for additional disclosures regarding the Time Payment LC financing.

Time Payment Reserve

If you elect not to participate in (or fail to qualify for) one of Matco's financing programs, you must deposit $22,000 into a "Time Payment Reserve Account" held by Matco at the time you sign the Distributorship Agreement. The purpose of the Time Payment Reserve account is to provide a source of funds in addition to cash collections to assist you in maintaining your inventory at adequate levels during the early development of your Distributorship.

Every week you will be required to send Matco, via the MDBS Software (defined below), at Matco's headquarters your current Time Payment activity from your business records.

Your Time Payment Reserve account will be accessed automatically by Matco, on your behalf each week. The amount withdrawn from your Time Payment Reserve account will be used to pay for your Product inventory purchases. The amount withdrawn will be determined by calculating the net change in your time payment balances from week to week. The net change in your time payment balances, which is expressed as the retail cost of the Products sold, will be discounted by a factor to determine the approximate net cost value of the change in your time payment balances. The time payment transfer transaction will be drawn out of your Time Payment Reserve account and the credit will post directly on your weekly Open Purchase Account statement.

Transfers from your Time Payment Reserve account to pay for Product purchases will occur during periods of growth of your Time Payment sales balances. Matco's current policy provides that if, at the end of twelve months following your commencement of operations, there is any balance remaining in the Time Payment Reserve account, and your inventory meets or exceeds the starter inventory level, that amount will be credited by Matco to your Open Purchase Account. If your inventory level falls below that of the starter inventory, the Time Payment Reserve must be used to increase your inventory to the level of your original starter inventory. Any remaining Time Payment Reserve will be credited to your Open Purchase Account.

All Time Payment Reserve account monies on deposit with Matco will earn interest at a rate equal to the Consumer Money Market Rate as reported in *The Wall Street Journal* as of the first day of the month. At all times the money on deposit in your Time Payment Reserve account remains in your personal account to be used only as described above.

New Distributors who enter into a 225 Amendment and have qualified for Matco financing will be required to utilize the Time Payment Line of Credit as discussed above. New and existing Distributors who enter into a 225 Amendment and have obtained financing other than through Matco will have a lower time payment reserve account requirement, which will range from approximately $14,750 to $20,750 depending on the minimum number of Potential Customers in their 225 Amendment.

Transfers of Time Payment Accounts Receivable

If you are replacing an existing Matco Distributor who is closing or selling a Distributorship business, you may be offered the opportunity to purchase the preceding Distributor's outstanding Time Payment accounts, if any, from the List of Calls and existing customers. Under normal circumstances, Matco's policy is to recommend that you purchase the Time Payment accounts from the previous Distributor in accordance with current industry practice, which is to purchase qualified Time Payment accounts at 75% of their value. This percentage may only be exceeded with Matco's prior written approval. Matco also normally recommends that you complete the purchase of the Time Payment accounts with the previous Distributor only after you have had at least 25 business days to evaluate the creditworthiness of the Time Payment accounts purchased. Upon mutual agreement of you and the previous Distributor, payment is typically affected by a transfer of funds on deposit with Matco from your Time Payment Reserve account to the previous Distributor. There may be accounts with higher balances from the previous Distributor that can be collected by you (without purchasing the accounts). The recommended policy on these higher balance time payment accounts allows you to keep 15% of the weekly collections and remit the remaining 85% to the previous Distributor via the "Collected in behalf" process in MDBS Software. This percentage may only be exceeded with Matco's prior written approval.

Computer Software License Expenses

Matco has developed computer software for the exclusive use of its Distributors. Matco's proprietary copyrighted software system, called the Matco Distributor Business System ("**MDBS Software**"), is designed to assist you in minimizing paperwork, managing your List of Calls and route, handling inventory, receivables and order processing functions, and performing other tasks relating to operating the Distributorship. To ensure performance and software compatibility, your MDBS computer and software is restricted to your Matco business related functions. For example, to protect your computer from viruses, worms and spyware of any nature and to ensure that the MDBS Software is not compromised, your MDBS computer should not be used to browse the Internet for personal use, it should not be used for gaming, and other third-party software should not be loaded and executed on the computer. You must sign the Matco Distributor Business System Software License, Maintenance and Support Agreement (the "**Software License Agreement**") attached to this Disclosure Document and pay Matco the initial software license fee, which is currently $950, prior to the date you begin operating your Distributorship, which includes an initial $45 license fee for Signature Pad processing software that interfaces with the MDBS Software. As described in Item 6, there will also be an annual $350 license fee for Credit Card Processing Software. The Software License Agreement is for an initial term of one year, with automatic renewals for additional one-year terms. Beginning with the second year of the Software License Agreement and each year thereafter, you will be required to pay annual software maintenance fees, which is currently $475 for general systems meeting Matco's required specifications. If you have a system that does not meet Matco's required specifications, including manufacturer, model, configuration, operating system, virus protection and/or non-Matco-specified use of third-party software and Internet sites, the annual charge for systems maintenance and support will include, in addition to the $475 fee, an annual charge of $400 until you comply, to Matco's satisfaction, with Matco's required and exact PC configuration and/or removal of non-Matco specified third party software. Computer software license expenses are non-refundable, and are uniformly imposed on all Distributors.

Web Page Set-Up Fee

Matco has established a website supporting the entire system and offers you a web page (or subpage) on Matco's Website. You are required to sign the Matco Tools Web Page Agreement (Exhibit Q to the Distributorship Agreement) and pay an initial web page set-up fee of $195. Under this Agreement, Matco will provide you with your own subpage on Matco's website.

Document Processing Fee

When you elect to start a Matco franchise, Matco will prepare franchise and financial documents for you to review and execute, and, if necessary, will file applicable documents with state agencies as required. The processing/filing fees for these services will be $99. You must pay this fee to Matco upon signing the Distributorship Agreement.

Incentive Programs

Matco currently has in place a Veteran Award Program, which is described further below.

Veteran Award Program

Matco has a Veteran Award Program (originally established in connection with the VetFran program established by the International Franchise Association in cooperation with the U.S. Department of Veterans

Affairs, the Veterans Corporation, and the U.S. Small Business Administration). Under the Veteran Award Program, Matco will provide to each new Distributor whose Principal Owner is an honorably-discharged veteran of the U.S. military who purchases a "standard" or "ETD" Matco Distributorship $20,000 of hand tools (valued at list price) at no charge. An honorably-discharged veteran of the U.S. military who is the Principal Owner of a Distributor who purchases a "225" Distributorship is eligible to receive $13,500 of hand tools (valued at list price) at no charge. Matco will require proof of eligibility from those prospective Distributors who wish to take advantage of the incentive offered under this program. This incentive may be used to acquire additional franchises, but not for modifications to existing franchises or distributorships.

Alcohol and Drug Policies

Conducting Distributorship operations, including the operation of the Mobile Store, while impaired or under the influence of drugs or alcohol is a violation of law, potentially hazardous to the Distributor, its employees, and to the public, and impairs the Matco brand name, Marks and the goodwill associated with the Marks. Thus, the Distributor must ensure that the Distributorship is operated in compliance with all applicable laws including that the Mobile Store is not operated by anyone under the influence of alcohol or drugs.

(6) OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Inventory Purchases	Maintain an inventory of Products; and maintain a ratio of purchase average to total sales of at least 60%[2]. Also, initially, you will be automatically enrolled in the NPP program. [2]	Weekly	See Items 8 and 12
Computer Maintenance and Support Charge[3]	$670 or $1,070[3][4]	Annually	See Items 5 and 7
License Fee for Credit Card Processing Software	$350	Annually	See Items 5 and 7
License Fee for Signature Pad Processing Software	$45 Initial Fee	On or before training starts	See Items 5 and 7
Additional Training Fee (for Business Partner)[5]	$295	On or before training starts	See Item 11
Field Training for Additional or Replacement Employees and Operators[6]	$1,500 per week for field training provided to the 2nd and subsequent employees/Operators	On or before training starts	See Item 11

Type of Fee[1]	Amount	Due Date	Remarks
Per Diem Training Fee for Additional or Replacement Employees and Operators[6]	$300 per day, per attendee	On or before training starts	See Note 6
Web Page Maintenance Fee[7]	$195	Annually, on the anniversary date of Web Page Agreement	See Note 7
Insurance[8]	$256 to $1,197	Monthly	See Note 8
Late Fee on Open Purchase Account	5% of amount due, per week; maximum $125	Upon invoice or demand	See Item 10
Collection Charge	5-10% of the amount collected by Matco on behalf of Distributor	Upon invoice or demand, and charged to Open Purchase Account	See Note 9
Inventory Returns, Restocking Fee	15% restocking fee (35% in limited circumstances)	Upon invoice or demand, charged to Open Purchase Account (restocking fee)	See Note 10
Repair Kits	$10 to $40 per kit (but, generally $10 per kit)	Upon invoice or demand	See Note 11
Successor Distributorship Fee	50% of Matco's then-current Initial Franchise Fee	On or before the date you sign a Successor Distributorship Agreement	See Note 12
Management Fee – Transfer Upon Bankruptcy	Currently, $500 per day, plus any third-party charges and professional fees	Upon invoice or demand	See Note 13

Notes:

(1) You are not required to pay any monthly or periodic royalty, franchise, license, advertising or other fee (except the annual software maintenance fee described below) during the term of the Distributorship Agreement.

(2) You must purchase Products from Matco on a regular basis, in order to maintain sufficient inventory to meet your obligations and promote and sell a full line of Matco Products, and to meet the expectations and needs to existing and Potential Customers, especially in terms of product availability and timeliness of delivery. After the New Distributor Starter Inventory, you are solely responsible for determining the inventory of Products best suited to meet the needs and expectations of your customers and to meet your sales and promotional obligations under the Distributorship Agreement. As described in Item 5, new and existing Distributors who sign a 225 Amendment will have a lower New Distributor Starter Inventory level, or threshold. Also, you must maintain a

minimum of a 60% ratio of a calculation of your year-to-date purchases divided by your year-to-date sales. Initially, you will be automatically enrolled in Matco's New Product Pipeline ("**NPP**") program, but you can unenroll at any time. Under the NPP program, whenever Matco develops or acquires a new Product, Matco will ship the new Product to you promptly upon introduction, according to the pricing "**Tier**" and the number of units designated by you at the time of enrollment into the NPP program. You will be automatically enrolled in pricing Tier 1 (see below). Matco will charge your Open Purchase Account for the cost of the Product. If you do not want the Product, or cannot sell the Product, then you may return the Product to Matco within 60 days of receipt, and you will receive a credit of the full cost of the product to your Open Product Purchase Account. The returned Product must be in new condition and in its original packaging in order to qualify for full credit under the NPP program. Within the NPP program, there are three purchase level tiers based on the price of the new Product at Distributor net pricing – Tier 1 at $100 or less, Tier 2 at $101 to $200 and Tier 3 at $201 to $300. In addition, at the time of enrollment, you may select the number of units you would like to receive of each new Product under your selected Tier. Your participation in the NPP program is voluntary. Matco may alter or eliminate the NPP program at any time.

(3) The computer maintenance and support charge is payable on the second month of the term of the Software License Agreement and annually thereafter upon the anniversary date of the Software License Agreement. The current annual charge is $475, and this amount is subject to change by Matco from time to time; however, the amount will not increase more than $150 per year for each year of the term of the Distributorship. Matco has set specific hardware requirements in order to ensure proper functioning of the MDBS Software. The hardware specifications for the computer system are described in paragraph 4 of the Software License Agreement. As noted in Item 1, and as discussed in detail in Item 7, Matco may offer a Conversion Incentive Program to qualified Conversion Distributors. If you qualify, some of the initial incentives may reduce your first year's fees and costs for the MDBS system. The initial web page set-up fee of $195 is included in the amounts above, as further described in Item 5 and Note 7 below.

(4) In each year of the Software License Agreement, the annual maintenance and support charge may include an additional $400 charge if your system does not satisfy our required and exact PC manufacturer, model, configuration operating system, virus protection and/or non-Matco-specified use of third-party software and Internet sites. Software maintenance and support does not include MDBS Software support services assisting in the removal of viruses, worms or spyware of any nature. This service may be available from Matco at $50/hour. (See Item 5 above and Paragraphs 2 and 6 of the Software License Agreement.)

(5) If your Principal Owner elects to bring her or his Business Partner to the Matco Business System Training Program (the "**MBST Program**"), Matco will charge you a flat fee in the amount of $295, for food, lodging, and local transportation. Matco encourages your Principal Owner to bring her or his Business Partner to Phase 1 of the New Distributorship Training Program.

(6) Upon your request, Matco will provide Phase 1 of the MBST Program, at time and place Matco designates, to any new or replacement employee or Operator that you hire, subject to the availability of Matco's personnel. Matco will provide the MBST program for your first additional employee or replacement employee free of charge. However, for the second employee and other additional employees or Operators that you hire who will not be operating new Mobile Stores, we will charge our then-current weekly fee for the in-field portion of the MBST Program, which includes our travel, meal, lodging, and payroll expenses to send a trainer to you. Matco's current fee is $1,500 per week, but Matco may change this amount at any time; however, the amount will not increase more than 30% per year for each year of the term of the Distributorship Agreement. You are

responsible for your employees' and Operators' travel, meal, and lodging expenses associated with attending the MBST Program, as well as your salary and fringe benefit expenses associated with sending employees and Operators to, and attending, the MBST program. Matco will provide the Matco Business System Training Continuation Program ("**MBSCT Program**," Phase 2 of training), at the time and place Matco designates, to your Principal Owner and, if you so request, to any Operator between your 2nd and 5th month in business. Matco does not charge any fees for this training. Matco will pay for up to four nights lodging for your Principal Owner (one person) Operator at the training location, if you comply with the policies that Matco establishes from time to time regarding such travel and lodging. However, you are responsible for your Principal Owner's and Operators' other travel, meal, and lodging expenses associated with attending the MBSCT Program, as well as your salary and fringe benefit expenses associated with sending your Principal Owner and Operators to, and attending, the MBSCT program. Matco's current per diem training fee for each additional trainee to attend the MBST Program and/or MBSCT Program is $300 per day per attendee. Matco reserves the right to increase such fee from time to time; however, the fee will not increase more than $100 per year for each year of the term of the Distributorship Agreement.

(7) Matco created and maintains a Website, and offers all Distributors the opportunity to have a web page for their Distributorships on the Matco Website. The Distributor must sign Matco's "Matco Tools Web Page Agreement" (currently attached as Exhibit Q to the Distributorship Agreement). The Web Page Agreement requires an initial $195 set-up fee (see Item 5 above), and an annual maintenance fee of $195 per year. The Distributor must comply with Matco's web page policies which can be modified at Matco's discretion. If Matco increases the annual maintenance fee, such increase will not be by more than $50 per year for each year of the term of the Distributorship Agreement.

(8) You must purchase comprehensive commercial general liability insurance, including products liability coverage, and vehicle liability insurance coverages, with minimum limits of each policy of at least $1,000,000 and a maximum deductible of $1,000. Additionally, you must purchase all risk Inland Marine coverage for full replacement value equal to the New Distributor Starter Inventory. You must also purchase "replacement cost" coverage for your Mobile Store, computer system, inventory and other items used in operating the Distributorship. Matco reserves the right to modify its insurance policies from time to time. Matco may provide or designate a specified provider of insurance, and require that you purchase the insurance from the designated provider, or utilize Matco as a conduit to purchase the insurance from the designated provider. In the alternative, Matco may also require that you obtain insurance from a provider of your choosing that meets Matco's standards and specifications.

For distributors that participate in Matco's financing programs, Matco's current policy is to require that all insurance policies are purchased through the Charles L. Crane Agency, Ayers Insurance Agency, or Eastman Insurance (each an "Insurance Broker"), unless expressly authorized by Matco. The Distributor will make an initial payment toward the insurance premiums directly to the Insurance Broker (approximately 25%). Thereafter, Matco may act as a conduit to pay the premium payments for this insurance. If Matco acts in such capacity, you will be charged monthly for these insurance premiums through your Open Purchase Account, such that you must make periodic payments to Matco to pay the cost of the insurance. Matco may modify this policy from time to time. If it is not possible for Matco to act in such capacity, you will pay monthly payments directly instead.

Distributors who do not participate in Matco's financing programs may obtain the required insurance from a broker or provider of their choosing.

If Matco requires that you obtain your own insurance coverage, and you do not obtain and maintain the proper insurance coverage, Matco may purchase the required insurance on your behalf and charge your Open Purchase Account for the amount of the premium paid.

(9) In the event that Distributor requests that Matco undertake Distributor's obligations to collect payment of moneys owed by customers of Distributor for Products sold by Distributor to such customers, pursuant to the Distributor's Purchase-Security Agreement Credit Assignment Agreement (at Exhibit E to the Distributorship Agreement), and if Matco agrees to undertake such collection activities, or if Distributor fails to pursue collections from customers and Matco chooses to undertake collection activities that Distributor fails or refuses to do, Matco may assess a collection fee in the amount set forth in Matco's then current policies and guidelines, which may be changed by Matco in writing from time to time. As of March 1, 2025, the collection fee for such activities performed by Matco shall be an amount equal to between 5% and 10% of the amount collected by Matco, and if Matco determines to assess such a fee, the fee will be charged to the Distributor's Open Purchase Account. Matco shall notify the Distributor if Matco intends to assess such fee, and of the specific collection fee percentage, prior to undertaking the collection actions described in the Distributor's Purchase-Security Agreement Credit Assignment Agreement. Such collection fee is subject to change by Matco from time to time; however, the fee will not exceed 20% of the amount collected by Matco.

(10) Matco's current tool return policy (see Items 11 and 16) provides that a Distributor may return eligible tools and other inventory that the Distributor purchased from Matco for credit. Matco will charge a 15% restocking fee for many, but not all, returned products. The 15% restocking fee is based on the Distributor's price paid for the Product at the original date of purchase (to the extent records are available). Products that are returned that are used, damaged, not in the original packaging, discontinued, special order, or high obsolescence electronic products will not be accepted for return. For items returned without the proper paperwork, the restocking fee will be 15%, plus an additional 20% of the Distributor purchase price of the Product. For warranty items that are returned for repair, there is no restocking fee (except if the products are returned without the proper paperwork or shipping documents, Matco will charge a fee equal to 20% of the Distributor purchase price of the product). The restocking fees will be charged to the Distributor's Open Purchase Account.

(11) As a Distributor, you and your Principal Owner (and, in some cases, an Operator) must perform certain warranty service functions in the field at the customer's place of business. These "in the field" services include the repair of ratchets and toolboxes. For ratchet warranty repairs, you must purchase ratchet repair kits, at a cost of $10 to $40 per kit (but most kits are $10 per kit). You must return the defective part to Matco, and pay the shipping/freight charges. Matco will credit the cost of the ratchet warranty repair kit upon return of the defective parts to Matco. Matco includes ratchet warranty repair instructions on its website for Distributors. (See also Item 11 below for a discussion of in the field warranty repairs and Item 16 for additional information about the warranty program.)

(12) You must pay a Successor Distributorship Fee equal to 50% of Matco's then-current Initial Franchise Fee if you choose to reacquire your Distributorship for an additional 10-year period. If you are renewing a "225 Distributorship," the Successor Distributorship Fee will be 50% of Matco's then-current initial franchise fee for "225 Distributorships."

(13) In the case of a bankruptcy or insolvency proceeding of a Principal Owner, if satisfactory replacement for the Principal Owner is not retained by the Distributor, Matco will have the option to take over operation of the Distributorship, or to hire and retain a replacement on the Distributor's

behalf, until the transfer is completed, and to charge a reasonable management fee for these services. Currently, the fee is $500 per day, plus any third party charges and professional fees. Such fee is subject to change by Matco from time to time; however, the fee will not increase more than 25% per year for each year of the term of the Distributorship Agreement.

Each fee is imposed by and payable to Matco, and are uniformly imposed on all Distributors (unless otherwise noted). All fees are nonrefundable. However, the Product inventory that you are required to purchase on a weekly basis is resalable.

Matco does not have advertising cooperatives.

(7) ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

This table provides an estimate of your initial investment for your Matco® Distributorship.

Type of Expenditure	Amount: Estimated Range Of Cost (Low-High)	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee [1/]	$10,000	Lump Sum or Weekly (if financed)	When you sign the Distributorship Agreement	Matco
Initial Inventory [2/]	$55,500 – $92,000	Lump Sum	Prior to Start	Matco or Predecessor Distributor
Acquisition and Establishment of Time Payment Reserve Accounts [3/ 3(a)] ***Or*** Time Payment Line of Credit [3(b)/]	$22,000	Lump Sum	Prior to Start	Matco and/or Predecessor Distributor
Mobile Store – 1 1/2 months' lease payments [4/]	$4,465 – $211,633	Weekly Installments	Weekly/Upon Delivery	Dealer or leasing company
Computer Hardware [5/]	$3,500 – $4,500	Lump Sum	Monthly/Upon Delivery	Supplier
Computer Software and Internet Service [6/] – three months' payments	$2,050 – $3,250	Monthly Installments	Prior to Start	Matco and Internet and Credit Card Service Providers

Type of Expenditure	Amount: Estimated Range Of Cost (Low-High)	Method of Payment	When Due	To Whom Payment Is To Be Made
Insurance – three months' premiums [7/]	$795 – $3,591	Lump Sum	Prior to Start	Supplier
Travel, Lodging and Meal Expenses [8/]	$179 – $3,015	Lump Sum	Prior to Start	Airlines, Hotels & Restaurants
Professional Services [9/]	$360 – $5,852	Lump Sum	As Arranged	Attorneys, Accountants and other professionals
Fixtures, Supplies, Licenses [10/]	$525 – $4,400	Lump Sum	Prior to Start	Suppliers
Additional Funds – three months [11/12]	$5,000 – $16,000	Lump Sum	Prior to Start	Suppliers, as incurred
TOTAL	$104,374 to $376,241			

Notes:

Payments are not refundable unless otherwise noted.

(1) As discussed in Item 5, the Initial Franchise Fee is $10,000. The Initial Fee must be paid in full, unless Matco agrees to finance all or a portion of the Initial Fee (see Item 10). The Initial Franchise Fee is fully-earned and non-refundable when you sign the Distributorship Agreement. For a new "225 Distributor," the Initial Franchise Fee will be $7,000. If you are renewing your right to operate a Distributorship under a Distributorship Agreement that was signed before March 2014 (which did not have a requirement to pay a renewal fee), Matco will waive the Initial Franchise Fee, and will not charge a renewal fee. If your Distributorship Agreement was signed after March 2014, you must pay the renewal fee set forth in your Distributorship Agreement in lieu of the Initial Franchise Fee.

(2) Your initial inventory will cost between $55,500 and $92,000 (or between $52,000 to $79,750 if Matco grants you a 225 Amendment). The current Distributor Starter Inventory is generally $80,000 (or $55,500 for a 225 Amendment Distributor), but as discussed in Item 5, we may permit some Distributors to purchase up to $92,000 of initial inventory. This amount also may increase periodically due to various factors such as the cost of goods, the product mix, and/or the introduction of new tools (see Item 10). You will pay for this initial inventory in a lump sum, but you will take possession of the inventory over the course of the first few weeks of operating your Distributorship, because ordering and receiving inventory are part of our initial training program. If you qualify, Matco may finance up to $102,000 of your initial investment with no down payment, which will consist of up to $92,000 in financing which must be applied towards your Distributor Starter Inventory and up to $10,000 in financing which must be applied towards the initial franchise fee. In addition, we will provide up to $22,000 in financing to be applied towards your Time Payment Line of Credit (or $28,000 if you are approved for an increased amount). You must maintain or exceed this Time Payment amount during the term of your Distributorship. Matco's

interest rate, which ranges from Prime Rate plus 4% up to Prime Rate plus 6%, will be based on your Principal Owner's credit score at the time you submit your Application. Matco may also consider additional factors, such as the amount financed over/under the starter inventory ($80,000 to $92,000), in determining your final interest rate. This factor, or others, could cause your interest rate to be lower or higher than the rate that is based solely on your Principal Owner's credit score, with a variation of plus or minus 2%. Assuming a principal amount of $90,000 (which is based on the standard $80,000 Distributor Starter Inventory package and a $10,000 initial franchise fee) at an annual percentage rate of 11.5% (Prime Rate plus 4%), weekly payments of $295.88 would be made over a 120-month term. With an annual percentage rate of 13.5% (Prime Rate plus 6%), weekly payments of $321.21 would be made over a 120-month term. (See Note 2 and Item 10.) If your initial inventory purchase is larger (up to $92,000) these weekly payments will be different. See Item 10 for more details regarding the financing options that may be available from Matco.

All products are subject to the tool return policy that is then in effect if you return the products. (See Items 5, 6, 11 and 16 for additional discussion of the tool return and warranty policies.)

In certain situations, Matco may also finance a portion of your initial purchase of inventory in excess of the estimated, or generally expected levels of inventory. However, your additional purchases of initial inventory may exceed the amount Matco will finance toward your initial investment.

If you are a renewing Distributor, you will not be required to purchase a new initial inventory of Products. You must maintain the level of inventory specified in your renewal Distributorship Agreement.

(3) (a) As noted in Item 5, if your initial investment is not financed by Matco, you will be required to deposit $22,000 in a Time Payment Reserve account. See also Item 10 below.

(b) As discussed in Item 5 and Item 10, Time Payment sales will be funded through a Time Payment Line of Credit (or TPLC), which is financed by Matco. You, as a Distributor, will likely use a portion of the $22,000 (or $28,000 if you are approved for an increased amount) Time Payment LC. We estimate that during the first three months of operation you will utilize approximately $4,700 to $9,325 of the Time Payment LC. (See Item 5 and Item 10 for details regarding the Time Payment LC.)

(4) The Mobile Store is the required vehicle, or truck, that your Principal Owner (and, in some cases, an Operator) will use to visit customers, stock inventory, and sell products. The lower range of the estimated cost is an amount equal to one and a half monthly lease payments of $3,949.98 (although payments are made weekly) and down payment of $515 on a used Mobile Store. The higher range of the estimated cost is an amount equal to the full cash purchase price of a new Mobile Store. (This does not include additional options, applicable federal and state excise, sales, or other taxes and licenses, which will vary from state to state.) We estimate that the average initial costs for the required Mobile Store will reflect a lease of a new Mobile Store, with a down payment of $5,215 to $6,265 and 6 weekly payments of $673 to $741.92 each for an average cost of $4,038 to $4,452 (plus the down payment). (A Distributor that qualifies for, and obtains, the supplemental financing described in Item 10 must obtain, by lease or purchase, a new Mobile Store.) The cost estimates are included for Distributorships in the continental United States. We expect that the costs will be higher for Distributorships in Alaska, Hawaii, and Puerto Rico due to transportation expenses and other costs that might be associated with transporting specially equipped vehicles to these types of distant locations. The Mobile Store must be equipped and used solely for operating the Distributorship, and must meet Matco's specifications and requirements to display your Product

inventory and to provide on-site sales and service to your customers. If you wish to change Mobile Stores during the term of your Distributorship Agreement, you must obtain prior written authorization from Matco management before doing so.

(5) You are required to purchase or lease a new (not previously owned or refurbished) personal computer (a "laptop") as specified by Matco. Matco will provide you with its specifications for hardware (such as the operating system, hard drive size, memory, maintenance/warranty, printers, etc.), Matco-specified barcode reading and label printing equipment, Signature Pad, and Matco specified credit card swipe device. You will be responsible for acquiring and maintaining access to the Internet through a high-speed Internet Service Provider in order to communicate with Matco. Cable or DSL connections are preferred. In addition, you will be required to purchase a cellular communications card and service in order to connect to the Internet while on your route. The hardware specifications for the computer system will be revised from time to time. Matco establishes specific hardware standards solely for the purpose of optimum MDBS software performance. The current list is specified in paragraph 4 of the Software License Agreement. We have negotiated a package price for the computer hardware and peripherals from the manufacturer, but you may purchase the products from any supplier. The figures in the chart reflect the package price for the computer hardware. You may be able to lease the equipment, but we are not aware of specific leasing prices and/or terms.

You will be responsible for acquiring and maintaining the computer hardware and manufacturer's operating system software required to execute the MDBS Software. You will also be responsible for acquiring and maintaining anti-virus software on your computer in order to keep the system secure, as well as identifying, implementing, and adhering to current and evolving best practices in cyber security such as maintaining responsible passwords and protecting your IT assets. In addition, you will be solely responsible for complying with any and all policies surrounding credit card processing compliance (PCI) and personally identifiable information (PII). You and not Matco will be solely responsible for any loss or breach of your personal IT assets, or breach of customer credit card data, customer personally identifiable information or your credit card merchant account.

(6) You must sign the Software License Agreement and pay the specified initial software license fee for the MDBS Software which is currently $950 and the $350 annual fee for the credit card processing software, as well as the specified annual fee of $450 for the Systems Maintenance and Support upon the second month of the Software License Agreement (see Items 5, 6 and 11). In addition, if you attend training and your computer does not meet Matco's previously published standards, you may be charged an additional fee of $400, which will be assessed annually thereafter until your computer meets Matco's published compliance standards. These charges may apply if the computer system or configuration does not comply in its entirety with our specifications, and/or the equipment required for Matco Business System Training Program is not received at Matco one week before the training class starts, and/or the Matco MDBS staff are required to assist in the purchase, shipping, verification or additional computer setup or configuration. Additionally, as noted in Item 8 below, Matco requires that you subscribe to an Internet service provider and/or cellular service provider. Currently, the cost for such service, depending upon the provider and the level of service, ranges from $80/month to $200/month, and may vary greatly in different areas. The chart includes an estimate for 3 months of service, which includes cellular service. Additionally, the estimated range of costs as noted includes the one-time web page set-up fee of $195 (see Item 5). However, not included in this chart, is the annual maintenance fee of $195 as specified by the Web Page Agreement for your web page on the Matco Website (see Item 6).

(7) Under the Distributorship Agreement, you must obtain and maintain the insurance coverages and policies that we prescribe in the Manual. Currently, you must purchase comprehensive commercial general liability insurance, including products liability coverage, and vehicle liability insurance coverages, with minimum limits of each policy of at least $1,000,000 and a maximum deductible of $1,000. Additionally, you must purchase all risk Inland Marine coverage for full replacement value equal to the New Distributor Starter Inventory. You must also purchase "replacement cost" coverage for your Mobile Store, computer system, inventory and other items used in operating the Distributorship.

Matco reserves the right to modify its insurance requirements and related policies from time to time. Matco may provide or designate a specified provider of insurance, and require that you purchase the insurance from the designated provider, or utilize Matco as a conduit to purchase the insurance from the designated provider. In the alternative, Matco may also require that you obtain insurance from a provider of your choosing that meets Matco's standards and specifications.

For distributors that participate in Matco's financing programs, Matco's current policy is to require that all insurance policies are purchased through the Insurance Brokers of Charles L. Crane Agency, Ayers Insurance Agency, or Eastman Insurance (each an "Insurance Broker"). The Distributor will make an initial payment toward the insurance premiums directly to the Insurance Broker (approximately 25%). Thereafter, however, Matco will act as a conduit to pay the premium payments for this insurance. You will be charged monthly for these insurance premiums through your Open Purchase Account, such that you must make periodic payments to Matco to pay the cost of the insurance. Matco may modify this policy from time to time. Distributors who do not participate in Matco's financing programs may obtain the required insurance from a provider of their choosing.

All insurance policies must (a) designate Matco as an additional named insured; (b) provide that Matco receive a copy of all notices of cancellation, nonrenewal, or coverage change at least 30 days prior to the effective date; (c) require the insurer to provide and pay for legal counsel to defend any claims or actions brought against you or Matco; and (d) properly name the Distributor as the insured. The Inland Marine policy must reflect Matco as the Lender's Loss Payable, as their interests may appear. The "Lender's Loss Payable" clause must provide, at a minimum, that any loss will be payable to the insured and Matco as the loss payee described on the schedule and that the insurance for the loss payee continues in effect even when the insured's insurance may be void because of the insured's acts, neglect, or failure to comply with the coverage terms. Insurance costs are highly dependent on the geographical location of your business, the dollar amount of your inventory, the type of Mobile Store you own and other factors. If Matco requires that you obtain your own insurance, you must provide a certificate of insurance to Matco showing compliance with Matco's insurance requirements upon the initial purchase and upon the annual renewal of the policies. If Matco requires that you obtain your own insurance coverage, and you do not obtain and maintain the proper insurance coverage, Matco may purchase the required insurance on your behalf and charge your Open Purchase Account for the amount of the premium paid, as described in Item 6.

(8) Travel expenses include the estimated cost of travel for your Principal Owner and any other attendees to and from the location of the initial training program and your home, and the cost of travel to the dealership to take delivery of your Mobile Store and to drive it home. The actual cost of travel will depend on your Principal Owner's home location, your Principal Owner's mode of travel and whether your Principal Owner's Business Partner accompanies her or him to training. Travel to and from the airport for scheduled arrivals and departures, and daily travel to and from Matco's headquarters, is provided to your Principal Owner and any Operator at no charge.

(Unscheduled arrivals from the airport to the lodging facility will be at your expense.) Matco has negotiated lodging and meal accommodations at the initial training program. The cost of the room and meals will be billed directly to your Open Purchase Account. Lodging is located near Matco's headquarters, Cleveland Hopkins International Airport, and/or Akron-Canton Regional Airport. Lunches will be catered during actual training sessions at a cost not to exceed $18 per day, which will be billed to your Open Purchase Account at the conclusion of the initial training program. However, you will be solely responsible for dinners. (The figure in the chart for the high end of the range includes the $295 fee for your Principal Owner's Business Partner.) Other expenses that you may incur, which are not included in the estimated cost, may include telecommunication charges, entertainment, alcoholic beverages, or rental car expense.

(9) Professional services may include those provided directly to you for accounting, legal, and other consulting services. The employment of these services is at your discretion and fees will vary based on type of service, amount of service, and who provides the service. For instance, you are required to own and operate your Distributorship as an entity, and we recommend that you engage an attorney to assist you with formation of the entity. The high end of the range indicated in the chart above contemplates that you will engage an attorney to assist you with forming an entity. But, you are not required to do so. In addition, you are encouraged to obtain the guidance and assistance of a lawyer and/or accountant prior to signing the Distributorship Agreement. You also may choose to utilize the assistance of those professionals during the ongoing operation of your Distributorship.

(10) The costs for initial fixtures, supplies, and licenses will vary by the specific requirements of each Distributor and the requirements of the local laws in which business will be conducted. Supplies include items such as Matco-branded attire, business forms, stationery, business cards, catalogs, promotional literature and sales materials. Licenses typically include general business licenses required by cities and localities in which you will do business. To operate your Distributorship as an entity, we estimate that the state filing fees and other related will cost approximately $150 to $2,000, which is reflected in the range that is shown in the table.

(11) Your requirement for additional funds will vary. You will require an amount of initial capital at the time of start-up and will need working funds throughout the operation of your business. During training and before your Distributorship commences operations, you will not be earning income from the Distributorship. In addition, during the initial start-up period of the Distributorship, cash flow may be insufficient to allow your Principal Owner to draw a salary or cover her or his personal living expenses. The estimated additional funds will help finance business expenses (e.g., Mobile Store operating expenses, freight (including packaging and shipping warranty and overstock items to Matco as well as shipping for certain items from Matco), loan payments, cell phone, and bad debt on receivables) during start-up and during periods in which collections from customers are not adequate. This amount represents Matco's estimate of the costs associated with the first three months of operating your Distributorship and is based on Matco's working knowledge of the operating experiences of its existing Distributors. This amount includes the $99 processing/filing fee referenced in Item 5. The estimated additional funds do not include any salary or draw for your Principal Owner to pay personal living expenses. Since the cost of personal living expenses varies greatly among Principal Owners, Matco does not include those expenses in its estimates for your initial investment. As part of your financial planning, you must take your personal living expenses into account during periods of insufficient cash flow.

(12) You must have funds committed for the start-up period of the Distributorship, including, but not limited to, the expenditures associated with initial fixtures, supplies, and licenses, prior to and as a pre-condition to commencing operation of the Distributorship. We reserve the right to require that certain Matco-financed distributors pay to Matco an amount, determined by Matco, that will be

designated as a reserve and set aside for payment of a portion of these initial costs and expenses (the "**Initial Investment Reserve**"). The amount of the initial costs and expenses that the Distributor incurs in connection with commencing operations and operating during the start-up period of the Distributorship will exceed the Initial Investment Reserve, and the Initial Investment Reserve is intended only to offset some of these initial expenditures.

Matco will maintain the Initial Investment Reserve in an account. The Initial Investment Reserve will not be held in a trust or escrow account and Matco has no fiduciary obligation to distributors respecting the Initial Investment Reserve. Matco may comingle the Distributor's Initial Investment Reserve with other monies, including similar funds and monies held for other distributors. Matco has no obligation to keep the Initial Investment Reserve separate from any revenues or other amounts it receives.

Matco will disburse the Initial Investment Reserve to the Distributor at a time determined by Matco so that the Distributor may make payments to third parties, which will typically be approximately two months after the effective date of the Distributorship Agreement. If you are designated by Matco to pay an Initial Investment Reserve, Matco will notify you, prior to signing the Distributorship Agreement, of this requirement, and Matco will only seek to collect the Initial Investment Reserve with your knowledge and consent. Matco may appoint a designee to collect, maintain, and/or disburse the Distributor's Initial Investment Reserve.

(13) Matco recommends that all prospective distributors conduct a thorough evaluation of the Matco Distributorship business, including developing estimates for revenues, costs, and expenses (in addition to individual, personal, family, and household costs and expenses, such as mortgage or rent, car payments, and other aspects of a family budget). To assist with that evaluation of business expenses, Matco has included, as Appendix R to this Disclosure Document, a "Distributor Expense Worksheet." As you will see, many of the expense items in the Worksheet identify initial investment expense line items from Item 7. You are not required to use the Worksheet. But if you do, please review the notes and explanations, and remember that the Worksheet is for you, your advisor, and your calculations, and Matco will not assist you in completing it nor provide any figures for you.

(14) Conversion Incentive Program. As discussed in Item 1, Matco may offer to qualified Conversion Distributors certain incentives to become a Matco Distributor. One component of the incentive may provide funding for a portion of some of the Conversion Distributors' initial costs. These incentives may include payments for, or reduced costs for, one or more of the following: updating an existing mobile store, or purchasing or leasing a new Matco Mobile Store; the Matco-approved new computer system; MDBS; Matco-branded attire; business cards and related promotional materials; and transportation and any other costs related to MBST training in Stow, Ohio.

This component of the incentive, if offered, may total between $7,000 and $9,650 and will reduce your initial start-up costs. If Matco provides these incentives, they will be a credit to your Open Purchase Account. But if you leave the system, or are terminated, within the first 24 months of operations, these amounts will be charged back to your Open Purchase Account, and you will be required to pay this amount when settling and closing out your Open Purchase Account.

(8) RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

It is critical that the Products sold by Matco Distributors meet the high quality and performance expectations associated with the Matco brand in the marketplace. You must not sell, offer for sale or distribute Products and other merchandise not purchased from Matco (or other designated suppliers) or approved by Matco or

its affiliates except for items that are traded-in by your customers. To the extent you wish to sell, offer for sale or distribute other products which you contend are ancillary to your Distributorship business, which are not competitive with any of the Matco Products, and do not diminish in any way Matco's reputation or good will (for example, hazardous materials or pornographic materials) you may request Matco's approval, by submitting to Matco, in writing, a description of those products with an explanation for why they are ancillary to the Distributorship business and are not competitive with existing Matco Products. You must not sell, offer for sale or distribute any such products without Matco's prior written consent and you must discontinue the offer, sale, or distribution of any unapproved products immediately upon notice from Matco.

Currently, Matco is the only approved supplier of Products. Matco imposes this requirement because we want all Mobile Stores to carry substantially the same type of items, to ensure Products associated with the Matco brand meet marketplace expectations for quality and performance, and want you to concentrate your efforts on selling Products to your customers and collecting money from your customers instead of sourcing merchandise. Most of the Products purchased from Matco are resalable items, such as mechanics tools, diagnostic products, and other items used by mechanics. Several categories of non-resalable items include promotional products, demonstration tools, and some apparel.

a. The Products are sold to you at a discount from recommended list price. The discounts from the recommended list price vary from Product to Product, and may vary throughout the year based on special incentives or other promotions. The weighted average discount for all Products prior to additional promotions and other discounts as of January 2026 is approximately 34%; however, this may change as Product mix and sales promotions change throughout the year. The weighted average discount reflects the total of all items sold by Matco as well as the varying discounts from list price for different items.

b. Volume Payment to Terms ("**VPTT**") Bonus. If a Distributor pays Matco for Products within 14 days of the Matco invoice on a consistent basis, the Distributor will receive a rebate. The Volume Payment to Terms Bonus is that rebate. The rebate is based on the Distributor's 6-week purchase average, and the rebate ranges from 1% to 5.25%. The average VPTT earned in 2025 was 3.1% of mobile sales. Matco may limit your VPTT Bonus for products you pay for within 7 days of the receipt of the invoice if: (i) you are not compliant with the standards or requirements under the Distributorship Agreement or Manuals; or (ii) your purchases are not at least equal to 80% of the weekly National Distributor Purchase Average ("**NDPA**") or 80% of the weekly District Distributor Purchase Average ("**DDPA**"), whichever is lower, based on your rolling 12 month average, or, if you have been operating your Distributorship for less than a year, your year-to-date purchase average. NDPA and DDPA calculations exclude distributors with de minimis weekly purchase averages (such as distributors who are approaching inactive status or otherwise discontinuing their business). At the time of this disclosure document, Matco defines "de minimis" as purchase volume under $500 per week. Matco may modify the rebate ranges set forth herein from time to time in the Manual or otherwise in writing. We have in the past and may in the future have a loyalty program which rewards Distributors for making purchases of Products from Matco. The VPTT Bonus program is considered a loyalty program. The elements of the VPTT Bonus or any other loyalty program established by Matco in the future, including the qualifications to be eligible for the programs, may change over time at Matco's discretion, as prescribed by Matco from time to time in the Manual or otherwise in writing.

The purchase of initial inventory from Matco constitutes a range of approximately 23% to 65% of the cost of establishing the Distributorship. Purchases of the Products throughout the term of the Distributorship will constitute approximately 61% of the annual cost of operating the Distributorship.

Matco will derive income from the sale of the Products by charging you wholesale prices that exceed Matco's costs of supplying the Products, or from the collection of fees derived from the sale of Products in the Matco+™ Program (a program where Matco uses third party sourcing for Products that are very limited in the System). In the fiscal year ended December 31, 2025, Matco's total revenue from the sale of Products

to its franchise distributors was $458,349,000 or 80.4% of Matco's total revenue of $570,020,000 as reflected in Matco's unaudited financial statements.

Our District Managers, who work with Distributors in their areas, districts or region, may receive a portion of their compensation based on the net sales of products sold by Matco to the Distributors in the District Manager's district.

You are required to license, install, and utilize the MDBS Software (as described in Items 6 and 7 of this Disclosure Document) in your business. The software license fee amount is income to Matco, and constitutes less than 1% of the cost of establishing the Distributorship, and less than 1% of the ongoing cost of operating the Distributorship. In the fiscal year ended December 31, 2025, Matco's total revenue from software license fees and software maintenance charges received from its distributors was $1,066,046 or approximately 0.2% of Matco's total revenue.

As discussed in Item 5, when you sign the Distributorship Agreement, you must also sign the Matco Web Page Agreement, which permits you to establish a subpage on Matco's website. You must pay Matco a one-time web page set-up fee of $195. If you continue to utilize a subpage, and neither we nor you cancel the Web Page Agreement, you must pay Matco an annual $195 maintenance fee. In fiscal year 2025, Matco received $288,600 in web page fees (initial and maintenance fees) from franchisees. This amount was less than 0.05% of Matco's total revenue.

Matco also requires during the term of your franchise that you subscribe, at your expense, to a reliable high-speed Internet service provider (cable, DSL or high-speed cellular) or other electronic communications provider or service and maintain an active e-mail account. In addition, you are required to subscribe to a cellular Internet service provider in order to connect to the Internet while your Principal Owner or other employee is traveling along your route. Both the service and provider may be designated by Matco. Matco makes or plans to make information available to you on the Internet at Matco's expense. Also, Matco may require that any and all communications between you (including your Principal Owner) and Matco be made through the Internet or such other electronic medium as Matco may designate. You and your Principal Owner will be required to access the Internet or other electronic information on a regular basis to obtain full benefit of the System. Many documents, such as weekly statements, will be delivered via e-mail. You must immediately notify Matco's customer service department of any change to your Principal Owner's e-mail address. Matco is not liable for any damage to you including lost profits, delayed orders or the like which are the result of any outage or delay related to electronic transmission of information, whether by the Internet or otherwise.

Matco reserves the right to modify its insurance policies from time to time, including periodically increasing required coverage limits or requiring additional or different coverage to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards and other relevant changes in circumstances. Matco may provide or designate a specified provider of insurance, and require that you purchase the insurance from the designated provider, or utilize Matco as a conduit to pay the premium payments for the insurance from the designated provider. In the alternative, Matco may also require that you obtain insurance from a provider of your choosing that meets Matco's standards and specifications. For distributors that participate in Matco's financing programs, Matco's current policy is to require that all insurance policies are purchased through the Insurance Broker. The Distributor will make an initial payment toward the insurance premiums directly to the Insurance Broker (approximately 25%). Thereafter, however, Matco will act as a conduit to pay the premium payments for this insurance. You will be charged monthly for these insurance premiums through your Open Purchase Account, such that you must make periodic payments to Matco to pay the cost of the insurance. Matco may modify this policy from time to time. Distributors who do not participate in Matco's financing programs may obtain the required insurance from a provider of their choosing.

You must purchase or lease certain equipment, payment processing services, and supplies (including, for example, business cards and stationery) that meet Matco's specifications. You must purchase or lease a vehicle (referred to as the "**Mobile Store**") and computer hardware which meet Matco's specifications and you must carry minimum insurance coverages on these and other items (as described in Item 7). (A Distributor that qualifies for, and obtains, supplemental financing (as described in Item 10) must obtain a new Mobile Store.) You must at all times maintain credit-card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, and electronic funds transfer systems that Matco designates as mandatory, and may not use any services or providers of these services which Matco has not approved in writing. Matco may modify Matco's requirements relating to methods of payment and vendors for processing payments at Matco's option. You are responsible for and must periodically upgrade your MDBS System and related software, at your expense, to comply with Payment Card Industry Data Security Standards and any other applicable laws relating to payment processing and data privacy.

Matco's specifications for the vehicle, computer hardware and other equipment, payment processing services, and supplies are based on Matco's prior experience, requirements relating to the operation of the Distributorship, the supplier's ability to deliver, service, and support the items, and quality and uniformity considerations. Catalogs, promotional literature, and other sales materials used in the operation of your Distributorship must comply with Matco's standards, and may either be purchased from Matco or from other sources who meet Matco's standards. Upon request, you can receive from Matco a written listing of its specifications and standards for equipment, services, and supplies after you sign the Distributorship Agreement, to the extent the specifications and standards have been developed. Matco will update the specifications and standards from time to time in writing as may be required to respond to requirements for operating the Distributorships. While Matco does not have a formal process for evaluating suppliers, and does not generally charge fees to suppliers seeking to obtain approval, Matco approves suppliers based upon their ability to satisfy, in Matco's reasonable judgment, the specifications and standards for equipment and supplies. In some cases, approved suppliers may pay Matco a periodic fee or a fee based on sales to Distributors. In addition, occasionally one or more approved suppliers may make payments to Matco (not based on sales to Distributors) which Matco has used for promotional and brand development purposes, although this practice is subject to change in the future. Matco reserves the right to obtain rebates, commissions, allowances, and other benefits and retain and use them for any purposes in its sole discretion. In 2025, Matco received fees from suppliers in the amount of $1,733,895. Also, the figures in this Item 8 do not include any amounts treated as a pass-through, rebate, or other payment that was distributed back to the Distributors. Matco does not generally negotiate purchase agreements with suppliers, but it reserves the right to do so. Matco has not established purchasing or distribution cooperatives.

You are not required to purchase or lease any goods, services, supplies, fixtures, equipment, inventory, or real estate relating to the establishment or operation of the Distributorship from Matco or from suppliers designated by Matco, except for the following (a) the Products, the MDBS Software, and the web pages, for which Matco is the approved supplier; (b) the vehicle, where suppliers are designated, and for which there are currently only two recommended suppliers; (c) insurance, for which Matco currently designates one supplier; (d) computer hardware equipment for the purpose of optimum operation, performance and support of the MDBS Software; and (e) certain credit card and payment services and vendors.

Matco does not provide material benefits to a Distributor (for example, renewal or extension of the term, or granting additional franchises) based on a Distributor's purchase of particular products or services or the use of particular suppliers. However, each Distributor must:

a. At all times maintain a minimum inventory of Products sufficient to meet your obligations to promote and sell a full line of Matco Products and to meet the expectations and needs of your existing and potential Customers, especially in terms of product availability and timeliness of delivery.

b. Use your best efforts and actively market, promote, and sell Products to Potential Customers on the List of Calls. To be deemed to be meeting its marketing, promotion and sales obligations, you should be selling, on average on a weekly basis, Products in an amount that meets or exceeds (i) eighty percent (80%) of the "National Distributor Sales Average" (or "**NDSA**") or (ii) eighty percent (80%) of the 'District Distributor Sales Average" (or "**DDSA**") for the Distributor's district, whichever is lower, based on the Distributor's 12 month rolling average, or, if the Distributor has been operating the Distributorship for less than 12 months, based on the Distributor's year-to date average. The sales averages will be based on the sales of all Products from the Distributorship, as reported by the Distributor through the Matco Distributorship Business System, or the then-current required reporting system. The NDSA is determined by dividing the total number of active Matco distributors in the United States for any given weekly period during a calendar year into the year-to-date total dollar amount of qualifying Products sold by the Distributors. The DDSA is calculated in a similar manner as the NDSA, except the comparison group includes only Distributors in your district. Distributors who sign a 225 Amendment must comply with a minimum sales requirement which is proportional to the reduced number of Potential Customers in the List of Calls. See Item 12 for a description of this reduced, proportional sales requirement. NDSA and DDSA calculations exclude distributors with de minimis weekly sales averages (such as distributors who are approaching inactive status or otherwise discontinuing their business). At the time of this disclosure, Matco defines "de minimis" as sales volume under $500 per week.

c. Maintain a minimum of a 60% ratio of a calculation of the Distributor's year-to-date purchases divided by the Distributor's year-to-date sales.

None of our officers owns an interest in any companies that are vendors or suppliers to the Matco Distributors.

Conversion Incentive Program: As discussed in Item 1 and Item 7, Matco will offer to qualified Conversion Distributors certain incentives to become a Matco Distributor. Item 7 discussed the incentives related to the initial costs related to becoming a Matco Distributor. The Conversion Program may also include bonuses based on Product purchases during the Term of the Distributorship Agreement. If you are a qualified Conversion Distributor, you may be eligible for quarterly performance-based bonuses or incentives during the initial term of the Distributorship Agreement. The bonuses, if any, may be based on purchases of Product from Matco.

(9) FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Distributorship Agreement. 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	Not applicable	Not applicable
(b) Pre-opening purchases/leases	Articles 3.3, 3.5, 3.6 and 3.7 of Distributorship Agreement	Items 5, 7 and 8

Obligation	Section in Agreement	Disclosure Document Item
(c) Site development and other pre-opening requirements	Not Applicable	Not applicable
(d) Initial and ongoing training	Articles 3.8 and 4 of Distributorship Agreement	Item 11
(e) Opening	Article 1 of Distributorship Agreement	Item 11
(f) Fees	Articles 1, 3, 6 and 8of the Distributorship Agreement	Items 5 and 6
(g) Compliance with standards and policies/Operating Manual	Article 3.9 and 3.10 of Distributorship Agreement	Items 8, 11 and 16
(h) Trademarks and proprietary information	Articles 7 and 9 of Distributorship Agreement	Items 13 and 14
(i) Restrictions on products/services offered	Article 3.2 of Distributorship Agreement	Items 1 and 16
(j) Warranty and customer service requirements	Articles 3.4, 8 and 11.8 of Distributorship Agreement	Items 11, 15 and 16
(k) Territorial development and sales quotas	Articles 1.2, 1.3 and 3.3 of Distributorship Agreement	Item 12
(l) Ongoing product/service purchases	Articles 3.3 and 6 of Distributorship Agreement	Items 6 and 8
(m) Maintenance, appearance and remodeling requirements	Articles 3.6 and 3.7 of Distributorship Agreement	Items 8 and 11
(n) Insurance	Article 5.3 of Distributorship Agreement	Items 7 and 8
(o) Advertising	Articles 3.1 and 7.4 of Distributorship Agreement	Item 11
(p) Indemnification	Article 5.4 of Distributorship Agreement	Not applicable
(q) Owner's participation/management/ Staffing	Article 3.12 of Distributorship Agreement	Items 11 and 15
(r) Records/reports	Article 5.2 of Distributorship Agreement	Item 5
(s) Inspections/audits	Article 3.13 and 5.2 of Distributorship Agreement	Item 11

Obligation	Section in Agreement	Disclosure Document Item
(t) Transfer	Article 10 of Distributorship Agreement	Item 17
(u) Renewal	Article 2.2 of Distributorship Agreement	Item 17
(v) Post-termination obligations	Articles 11.6, 11.7 and 11.8 of Distributorship Agreement	Item 17
(w) Non-competition covenants	Article 11.9 of Distributorship Agreement	Item 17
(x) Dispute resolution	Article 12 of Distributorship Agreement	Item 17

(10) FINANCING

Matco offers a number of financing services or programs to its Distributors, and they are summarized below and in the table that follows. There are five inventory financing programs, and one other financing program, that may be offered by Matco, to qualified Distributors:

1. The first type of financing is the standard Matco financing program ("**Standard Initial Financing Program**") that covers the initial inventory and Initial Franchise Fee. This will generally be financing for $90,000 and up to $102,000. If you qualify for and elect to participate in either Supplemental Financing A or B, Matco will only finance up to $90,000 under this standard financing program.

2. The second type of financing ("**Special Supplemental Financing**") is for Distributors (which may include the Principal Owner's net worth and other qualifications), that may have little or no access to start-up capital and/or little or no credit history. If Matco determines that there are other factors that might justify extending credit for this situation, Matco may provide additional financing up to $33,000, which may include the Mobile Store security deposit and three months of lease payments (for a new Mobile Store), the computer hardware, three months of additional funds, and other start-up expenses. The interest rate for this financing is likely to be higher than the interest rate for the standard Matco financing program (to reflect, among other things, the higher risk).

3. The third type of financing is for Open Purchase Account, which is ongoing financing of inventory purchased on an open account as a line of credit.

4. The fourth type of financing is the Time Payment Line of Credit (or "**TPLC**" or "**Time Payment LC**"). As described in Item 5, new Matco Distributors must fund Time Payment sales through a Time Payment Line of Credit (or TPLC), Matco will provide a line of credit to fund your inventory purchases following your Time Payment sales. The Time Payment LC will be a line of credit. That is, when you collect money on the Time Payment sales and pay that to Matco, you will pay down your line of credit. Distributors can access this TPLC account until the end of the first year of operation, or when the account reaches $22,000 (or $28,000 if you are approved for an increased amount), whichever occurs first.

5. The fifth type of financing may be used toward upgrades to a Distributor's Mobile Store that a Distributor chooses to make when the Distributor renews an existing Distributorship Agreement ("**Mobile Store Upgrade Financing Program**"). Generally, between $5,000 and $20,000 in financing is available to qualified renewing Distributors through the Mobile Store Upgrade Financing Program.

In evaluating an application for any of the financing programs described in this Item 10 by the Distributor, Matco and its affiliates may consider the qualifications of both the Distributor and the Principal Owner (and the Principal Owner's Business Partner), and the application process may involve a credit check or other requirements that apply to the Principal Owner (and the Principal Owner's Business Partner). Matco continually assesses credit risks, and may, at its reasonable discretion, obtain and review updated credit scores on active financing accounts. Matco's current policy is that credit checks are valid for 90 days, and a potential Distributor and Principal Owner will be re-evaluated after such 90-day period. Matco reserves the right to rescind an offer to a potential Distributor of a Distributorship and any financing programs if such 90-day period has passed prior to the parties entering into a Distributorship Agreement.

The following chart summarizes each financing plan. Please review the chart in conjunction with the notes below.

Item Financed	Amount Financed	Down Payment	Term (Months)	APR%	Weekly Payment	Prepayment Penalty	Security Required	Liability Upon Default	Loss of Legal Rights on Default
Initial Inventory and Initial Franchise Fee[(1)] *Standard Initial Financing Program*	$90,000 or up to $102,000 of the initial purchase, depending upon the initial inventory amount	Currently $0 to $11,000, but may be required based upon applicant criteria	Up to 120	Up to 18% (annual rate); currently 10.75% to 12.75% where applicable[(1)] [(2)]	$286.66 to $311.58 based upon $90,000 with no down payment; or $324.88 to $353.13, based upon $102,000 with no down payment[(1)]	None. Late payment fee of $10	Personal guaranty; security interest in inventory and receivables	Principal balance and accrued interest[(3)]	Loss of all defenses
Open Purchase Account[(4)]	Amount Purchased	None	Payment due upon receipt	18% annual interest (or the highest rate permitted by law) on balance of Open Purchase	N/A	None; 2% to 5.25% discount available to qualifying Distributors for early payment. Weekly late charges at 5% of past due amount up to $125 maximum	Personal guaranty; security interest in inventory and receivables	Full amount	Default under Distributorship Agreement

Item Financed	Amount Financed	Down Payment	Term (Months)	APR%	Weekly Payment	Prepayment Penalty	Security Required	Liability Upon Default	Loss of Legal Rights on Default
				Account as of the date of termination or expiration[5]					
Special Supplemental Financing: Start-up costs including truck down payment, computer and 3 months of additional funds[6] [7]	Up to $33,000 of the initial startup costs, based upon your available start-up capital[6] [8]	Generally, Matco will require $0 to $14,000 as a down payment, depending on your available start-up capital	Generally, Matco will provide financing for up to 120 months	Up to 18% (annual rate), with the current range of 10.75 % to 13.75 %, where applicable, based upon amount financed[8][10]	$3.19 based upon a $1,000 loan with no down payment, $105.11 to $118.97, based upon a $33,000 loan with no down payment	None. Late payment fee of $10.	Personal guaranty; security interest in inventory and receivables	Principal balance and accrued interest[3]	Loss of all defenses
Time Payment Line of Credit [11] [12]	Up to $22,000 (or up to $28,000 if you are approved for an increased amount)[18]	$0	Available for 1 year [13]	Up to 18% (annual rate); currently Prime plus 5% where applicable[14]	$15.00 (monthly) based upon a $1,000 loan with no down payment, to 1/5% of balance (monthly) based upon a $22,000 loan with no down payment	None	Personal guaranty; security interest in inventory and receivables	Principal balance and accrued interest	Loss of all defenses
Upgrades to Mobile Store[20][21][22]	$5,000 to $20,000	None.	1 to 5 years. (52 to 260 weeks).	6.99% [22]	$100.05 to $92.05, based upon $5,000	None. Late payment fee of $10.	Personal guaranty; security interest in	Principal balance and accrued	Loss of all defenses.

Item Financed	Amount Financed	Down Payment	Term (Months)	APR%	Weekly Payment	Prepayment Penalty	Security Required	Liability Upon Default	Loss of Legal Rights on Default
					loan.		the Mobile Store (if required)	interest.[(2)]	

Notes for Initial Inventory and Initial Franchise Fee Financing:

(1) As discussed in Item 5, Matco's New Distributor Starter Inventory package is generally $80,000, but under the Standard Initial Financing Program Matco may be willing to finance a larger amount of inventory, up to a total of $92,000. Depending upon your available collateral, credit history, and other credit factors (and the qualifications of your Principal Owner), Matco may finance up to $102,000 through this financing program (with no down payment), which will consist of up to $92,000 in financing which must applied towards your New Distributor Starter Inventory and up to $10,000 in financing which must be applied towards the initial franchise fee. If you elect and are qualified to participate in either of the Supplemental Financing programs, Matco will only finance up to $90,000, which includes initial inventory of up to $80,000 and an Initial Franchise Fee of $10,000 under the Standard Initial Financing Program.

The Standard Initial Financing Program loan will be evidenced by an Installment Promissory Note (the "**Standard Initial Financing Program Note**," which may also be referred to as a "**Note**"), a copy of which is attached as Exhibit C to the Distributorship Agreement. Matco may also finance, at its sole discretion, a portion of your initial purchase of inventory and in excess of the estimated, or generally expected, levels of inventory. (See Note 1 of Item 7). This additional financed amount will be included in the Standard Initial Financing Program Note for the financed portion of your initial inventory and Initial Franchise Fee. Further, under the Standard Initial Financing Program Note Matco may also finance, at its sole discretion, an additional loan amount for certain expenditures under the "Inventory Plus" program, as described in (21) below.

The Standard Initial Financing Program Note provides for weekly payment of principal and interest at an annual interest rate, which will be based on the then-current Prime Rate as reported in *The Wall Street Journal*. The interest rate applicable to your Note will be based on your Principal Owner's credit score at the time you submit your Application and the amount financed. The interest rate will be in a range of 4% to 6% plus the Prime Rate that is in effect when you are awarded a Distributorship. The rate of interest for the Standard Initial Financing Program Note will be fixed for the term of the Standard Initial Financing Program Note. As of January 3, 2026, the Prime Rate was 6.75%. The current percentage rate of interest that will be charged for initial inventory financing will be 10.75% (Prime Rate plus 4%) up to 12.75% (Prime plus 6%). The term of the Standard Initial Financing Program Note will be determined by Matco and will be up to 120 months.

You will be in default under the Standard Initial Financing Program Note if: (a) any installment of principal or interest on the Standard Initial Financing Program Note is not paid when due or upon demand as provided for in the Standard Initial Financing Program Note; (b) you fail to pay your debts as they mature; (c) you default under the Distributorship Agreement or any other agreement, note, lease, or contract between you and Matco, or if any such agreement is canceled; (d) you cease operating the Distributorship or the Distributorship is dissolved, terminated, insolvent, or ceases operations; or (e) you fail to (i) have the Standard Initial Financing Program Note fully collateralized with inventory (as reflected in the Security Agreement, described below) at all times

or (ii) provide evidence of full collateralization in the form of a physical inventory, upon Matco's request.

If you default under the Standard Initial Financing Program Note, the principal balance and all accrued interest will become due and payable without demand. You and any endorsers or guarantors of the Standard Initial Financing Program Note must waive demand, protest, presentment, notice of protest and non-payment or dishonor, and must also waive any and all defenses on the grounds of any extensions or partial payments which may be granted or accepted by Matco.

The Standard Initial Financing Program Note must be guaranteed by your Principal Owner or another person acceptable to Matco. You must also sign a Security Agreement (Exhibit D to the Distributorship Agreement) granting Matco a security interest in your inventory of Products and Accounts Receivable. At Matco's request, you must sign all necessary financing statements and other franchise documents and pay the costs of document processing and filing fees for such statements or other documents. The processing/filing fee is included as part of the document processing fee that you pay at the time you execute the Distributorship Agreement.

Matco financing will not be offered to all prospective Distributors, but only to those that meet Matco's qualifications. Also, even in situations in which Matco offers financing, Matco is not required to offer financing to cover the full cost of the initial inventory and the Initial Franchise Fee, but may offer financing for a lesser amount. Factors such as your qualifications and creditworthiness will affect the level of financing that might be offered.

(2) In some states, the maximum interest rate may be less than the amount stated in the chart due to state lending laws.

(3) In addition to your obligation to pay the principal balance and accrued interest on a Note in the event you are in default, you or your Principal Owner may also be liable for a default under your lease with a third party for the Mobile Store. For example, under the current Mobile Store leases with Trans Lease, Inc., a current supplier and lessor of Mobile Stores, if a Distributor or Principal Owner is in breach of any terms of any agreement with Matco, including the Distributorship Agreement or a promissory note, that default may be a default under the Mobile Store lease, which can result in financial penalties and/or a surrender or repossession of the Mobile Store. You and/or your Principal Owner should review your lease documents with the lessor carefully.

(4) Your purchases of the Products are charged to your Open Purchase Account on which payment is due upon your receipt of an invoice from Matco. Other charges to the Open Purchase Account, in addition to Product purchases and related charges, may include MDBS charges, web maintenance fees, Tool Expo charges, and training costs. If you do not make payment within 21 days of the invoice, the account is deemed delinquent by Matco. Matco will assess a 5% per week late fee for each week that you fail to pay the balance owed up to $125. If you pay within 14 days of the invoice, you may be eligible for purchase discounts, which may vary from 1% to 5.25% depending upon the volume of purchases and performance rewards program level. In addition, if you are not in compliance with the National Distributor Purchase Average/District Distributor Purchase Average requirement, or the purchase average to total sales ratio discussed in Item 6 above, your VPTT Bonus will be available only if you pay for purchases within 7 days of the invoice (see Item 8 above). As noted in the chart, Matco will have a security interest in the inventory and receivables and you must sign the Security Agreement noted above (even if you did not sign a promissory note, as described in Notes (1) or (2) above).

(5) Upon termination or expiration of the Distributorship Agreement, you will pay Matco interest on the balance owed under your Open Purchase Account as of the date of termination or expiration, at a rate of 18% annually, or the maximum rate permitted by law, whichever is lower. In addition, Matco may assess you a late fee of 5% per week for each week that you fail to pay the balance owed on the Open Purchase Account following termination.

Notes for Special Supplemental Financing:

(6) For applicants that may have little or no access to start-up capital and/or little to no credit history, Matco may provide additional financing up to $33,000 (with no down payment) of the Mobile Store security deposit and three months lease payments for a new vehicle ($8,550), computer hardware ($2,600), three months additional funds and all other start-up expenses. The loan will be evidenced by an installment promissory note, a copy of which is attached as Exhibit C to the Distributorship Agreement (the Standard Initial Financing Program Note, which may also be referred to as a "**Note**").

By way of example, you will have one note for $90,000, which is the standard Matco financing, and you will have a second note for an amount up to $33,000, which is the additional financing in this document (the "**Notes**"). Therefore, for example, if you have the standard inventory financing for $90,000 with the highest interest rate of 12.75%, and you have the Special Supplemental Financing for the maximum amount of $33,000 at the highest interest rate of 13.75%, you will have two notes: one with a weekly payment of $311.58 and the second with a weekly payment of $118.97. Your total weekly payment will be $430.55.

The Notes provide for weekly payment of principal and interest at an annual interest rate, which will be based on the then-current Prime Rate as reported in *The Wall Street Journal*. Matco's interest rate for the Notes will be based on your Principal Owner's credit score at the time you submit your Application and the amount financed. The interest rate for the 1st Note is discussed above under the Standard Initial Financing Program. The interest rate for this 2nd Note will be in a range of 4% to 7% plus the Prime Rate that is in effect when you are awarded a franchise. The rate of interest for the Note will be fixed for the term of the Note. As of January 3, 2026, the Prime Rate was 6.75%. The terms of the Note will be determined by Matco and will be up to 120 months.

As a method to help you pay the 2nd Note, 10% of your weekly PSA credits that are posted to your Open Purchase Account will be applied to the outstanding balance of the 2nd Note.

You will be in default under either Note if: (a) any installment of principal or interest on either Note is not paid when due or upon demand as provided for in the Note; (b) you fail to pay your debts as they mature; (c) you default under the Distributorship Agreement or any other agreement, note, lease, or contract between you and Matco, or if any such agreement is canceled; (d) you cease operating the Distributorship or the Distributorship is dissolved, terminated, insolvent, or ceases operations; or (e) you fail to maintain an inventory level equal to not less than the total amount of debt owed by Debtor to Matco, as reflected in a physical inventory, conducted every six months, or upon Matco's request.

If you default under either Note, the principal balance and all accrued interest will become due and payable without demand. You and any endorsers or guarantors of either Note must waive demand, protest, presentment, notice of protest and non-payment or dishonor, and must also waive any and all defenses on the grounds of any extensions or partial payments which may be granted or accepted by Matco.

The Notes must be guaranteed by you or another person acceptable to Matco. You must also sign a Security Agreement (Exhibit D to the Distributorship Agreement) granting Matco a security interest in your inventory of Products and Accounts Receivable. At Matco's request, you must sign all necessary financing statements and other franchise documents and pay the costs of document processing and filing fees for such statements or other documents. The processing/filing fee is included as part of the document processing fee that you pay at the time you execute the Distributorship Agreement.

Matco financing will not be offered to all prospective Distributors, but only to those that meet Matco's qualifications. Also, even in situations in which Matco offers financing, Matco is not required to offer financing for the maximum supplemental amount of up to $33,000, but may offer financing for a lesser amount. Factors such as your qualifications and creditworthiness will affect the level of financing that Matco has, or may be, offered.

(7) In connection with this supplemental financing, you, along with a Matco representative, must conduct a complete, physical inventory of your Products at least once every six months. If your inventory is below the required level by 10% or more (measured at the purchase cost of the goods), you must purchase additional inventory to required level within ten days of the completion of the physical inventory. A failure to increase your inventory to the required level and keep the Notes fully collateralized with inventory will result in default under the Notes as discussed in (6) above, and may result in the termination of the Distributorship Agreement.

(8) In some states, the maximum interest rate may be less than the amount stated in the chart due to state lending laws.

(9) Your purchases of the Products are charged to your Open Purchase Account on which payment is due upon your receipt of an invoice from Matco. Other charges to the Open Purchase Account, in addition to Product purchases and related charges, may include MDBS charges, web maintenance fees, Tool Expo charges, and training costs. If you do not make payment within 21 days of the invoice, the account is deemed delinquent by Matco. Matco will assess a 5% per week late fee for each week that you fail to pay the balance owed up to $125. If you pay within 14 days of the invoice, you may be eligible for purchase discounts, which may vary from 1% to 5.25% depending upon the volume of purchases and performance rewards program level. In addition, if you are not in compliance with the National Distributor Purchase Average/District Distributor Purchase Average requirement, or the purchase average to total sales ratio discussed in Item 6 above, your VPTT Bonus will be available only if you pay for purchases within 7 days of the invoice (see Item 8 above). However, if you qualify for, and earn, VPTT Bonuses, these amounts will be applied to the balance due under the Note. As noted in the chart, Matco will have a security interest in the inventory and receivables and you must sign the Security Agreement noted above.

(10) Upon termination or expiration of the Distributorship Agreement, you will pay Matco interest on the balance owed under your Open Purchase Account as of the date of termination or expiration, at a rate of 18% annually, or the maximum rate permitted by law, whichever is lower. In addition, Matco may assess you a late fee of 5% per week for each week that you fail to pay the balance owed on the Open Purchase Account following termination.

Notes for Time Payment Line of Credit Financing:

(11) If you participate in any of Matco's financing programs, then you must establish a Time Payment Line of Credit to fund your Time Payment Sales. See Item 5, and the introduction to this Item 10,

for a description of how the Time Payment LC will work.

(12) The amount to be financed will vary based on the amount of your Time Payment sales, but Matco will not extend more than $22,000 (or $28,000 if you are approved for an increased amount) in Time Payment LC.

(13) The Time Payment LC will be provided for one year from the commencement of operations under the Distributorship Agreement or until you achieve a maximum balance of $22,000 (or $28,000 if you are approved for an increased amount), whichever event occurs first. The line of credit is a line of credit, so the amount financed will vary during the course of the year depending on the Time Payment sales, and your ability to collect amount due from your customers.

(14) The Time Payment LC will be evidenced by and reflected in a Line of Credit Agreement and Promissory Note (attached as Exhibit L to the Distributorship Agreement).

Notes for Mobile Store Upgrade Financing Program

(20) Matco's Mobile Store Upgrade Financing Program enables qualified distributors to finance between $5,000 and $20,000, which may be used for upgrades that a Distributor chooses to make to a Mobile Store when the Distributor renews an existing Distributorship Agreement for a new term. The Mobile Store Upgrade Financing Program will be evidenced by an installment promissory note (the "**Mobile Store Upgrade Financing Program Note**," which may also be referred to as a "**Note**"), a copy of which is attached to the Distributorship Agreement as Exhibit S-1. This Note is substantially similar to the Note that is used in connection with Matco's Standard Initial Financing Program, except that Matco has the option to require a Distributor to enter into a Security Agreement in connection with the Mobile Store Upgrade Financing Program Note, depending on the qualifications of the Distributor and other considerations. The Security Agreement is attached to Matco's Distributorship Agreement as Exhibit S-2.

The Note provides for weekly payments of principal and interest at an annual interest rate that will be fixed at 6.99%. Loan maturities may range from one to five years. Typical weekly payments are below:

Loan Amount	Interest Rate	Loan Maturity	Weekly Payment
$5,000	6.99%	1 year	$100.05
$10,000	6.99%	3 year	$71.76
$15,000	6.99%	5 year	$69.03
$20,000	6.99%	5 year	$92.05

You will be in default under the Mobile Store Upgrade Financing Program Note if: (a) any installment of principal or interest on the Mobile Store Upgrade Financing Program Note is not paid when due or upon demand as provided for in the Mobile Store Upgrade Financing Program Note; (b) you fail to pay your debts as they mature; (c) you default under the Distributorship Agreement or any other agreement, note, lease, or contract between you and Matco, or if any such agreement is canceled; (d) you cease operating the Distributorship or the Distributorship is dissolved, terminated, insolvent, or ceases operations; or (e) if collateralization is required by Matco, and you fail to (i) have the Note fully collateralized (as reflected in the Security Agreement, described below) at all times or (ii) provide evidence of full collateralization, upon Matco's request.

If you default under the Note, the principal balance and all accrued interest will become due and payable without demand. You and any endorsers or guarantors of the Note must waive demand, protest, presentment, notice of protest and non-payment or dishonor, and must also waive any and all defenses on the grounds of any extensions or partial payments which may be granted or accepted by Matco.

The Note must be guaranteed by you or another person acceptable to Matco. If so required by Matco, you must also sign a Security Agreement (Exhibit S-2 of the Distributorship Agreement) granting Matco a security interest in your Mobile Store.

The Mobile Store Upgrade Financing Program will not be offered to any prospective Distributors, and it will only be offered to a limited number of renewing Distributors that meet Matco's qualifications. Also, even in situations in which Matco offers financing, Matco is not required to offer financing to cover the full cost of the upgrades that a Distributor chooses to make to a Mobile Store upon renewal, but may offer financing for a lesser amount. Factors such as your qualifications and creditworthiness will affect the level of financing that might be offered, and whether Matco requires your Note to be collateralized.

(21) In some states, the maximum interest rate may be less than the amount stated in the chart due to state lending laws.

(22) In addition to your obligation to pay the principal balance and accrued interest on a Note in the event you are in default, you may also be liable for a default under your lease with a third party for the Mobile Store. For example, under the current Mobile Store leases with Trans Lease, Inc., a current supplier and lessor of Mobile Stores, if a Distributor is in breach of any terms of any agreement with Matco, including the Distributorship Agreement or a promissory note, that default may be a default under the Mobile Store lease, which can result in financial penalties and/or a surrender or repossession of the Mobile Store. You should review your lease documents with the lessor carefully.

Installment Contracts (Purchase Security Agreements)

In addition to the financing programs described above, Matco offers three customer installment financing programs to qualified Distributors. The purpose of these programs is to allow you to offer installment financing to your customers in amounts that are beyond your capacity to carry as Time Payment accounts. If you qualify to participate in the customer installment financing program, you may sell Products to your qualified customers pursuant to an installment sale contract (which is referred to as a purchase money security agreement or purchase security agreement (or "**PSA**")), Matco will finance the purchase and accept assignment of the installment contracts under the terms and conditions of the Matco Purchase Security Agreements/Credit Assignment Agreements. Copies of these agreements are attached as exhibits to this Disclosure Document. Matco may consider one or more of the following factors when evaluating the qualifications of a Distributor for a Purchase Security Agreement and/or the terms under which Matco will purchase a customer's installment contracts from a Distributor: (a) the Distributor's purchase average, (b) the Distributor's payment history on its Open Purchase Account, (c) the value of the Distributor's PSA contracts as compared to cash payments on the Distributor's Open Purchase Account, (d) the Distributor's collection percentage from PSA accounts, (e) the customer's collection history, and (f) the customer's current and past credit history. Customers who are not U.S. citizens and/or may not possess social security numbers may not qualify for financing under the installment contract/PSA program.

Matco offers several forms of recourse and non-recourse Purchase Security Agreements/Credit Assignment Agreements to Distributors. In addition to its standard recourse agreement, which is contained in Exhibit J,

Matco will permit Distributors to offer PSA contracts to customers who do not qualify for Matco's standard non-recourse PSA because of low credit scores or because of limited or no established credit. One program, which we refer to as the "**Tech Assured**" program, can be offered to an applicant who does not qualify for Matco's standard non-recourse PSA and who either has limited or no prior established credit (or whose Principal Owner has limited or no prior established credit), or who has a challenging credit history but is seeking to rebuild its credit score (or whose Principal Owner has a challenging credit history but is seeking to rebuild her or his credit score). This PSA program would finance a Product purchase of not less than a $500 minimum, and not greater than $2,000 up to a 36-month payment term and would include a provision for up to 100% recourse to the Distributor, but is currently offered at 50% recourse. Financing for additional purchases under this PSA program would be considered after 3 months of timely payments by the applicant. A second program, which we refer to as the "Tech Advantage" program provides for a Product purchase credit limit of up to $6,000 with no down payment, and a payment term of up to five years at an interest rate of 23.99%. The Tech Advantage program also includes a provision for up to 100% recourse to the Distributor. You are also not eligible to offer the PSA Tech Assured, and Tech Advantage programs to your customers within the first year of your Distributorship. In addition, the Tech Advantage program is not available to distributors in Puerto Rico. If you take advantage of the Special Supplemental Financing program, you will not be eligible to offer the, Tech Assured, or Tech Advantage PSA programs to your customers until your supplemental Note is paid in full.

Under these forms of credit assignment agreements, upon acceptance of assignment of the customer's installment contract, you will receive a credit corresponding to the value of the net amount financed, less a reserve charge, to your Open Purchase Account. This credit will be posted within 48 hours of the acceptance of a contract assignment by Matco.

Under the current form of non-recourse credit assignment agreement, the price paid by Matco to you for acceptance of the assigned installment contracts will not be less than 85% of the net cash price (although Matco's current practice is to assign installment contracts at 92% of the net cash price). (Net cash price is the price paid for the product, plus sale taxes, less any down payment paid in cash.) However, Matco may not accept assignment of any installment contract if the sale price exceeds the product's list price. Depending on the amount financed of your promissory note, a percentage up to 5% of your PSA credit may be applied to reduce the principal on any outstanding Matco promissory note. Matco will release you from all liability for the installment contracts, subject to certain exceptions described in the agreement, and provided that you comply with the terms and conditions of the agreement. Under the Purchase Security Agreement/Credit Assignment Agreements, you must collect money owed by customers and remit the money to us. If you do not remit the full amount collected in a timely fashion, we may charge you an administrative fee, currently set at $25 per occurrence, per contract, for delinquent or insufficient payments, or inaccurate reporting, as consideration for, among other things, Matco's time and efforts in collecting monies, additional correspondence with you, credit bureaus and others, and administrative time and costs to correct data.

Under the Tech Advantage program, the price paid by Matco to you for acceptance of the assigned installment contracts is 97% of the net cash price of the installment contracts. However, Matco may not accept assignment of any installment contract if the sale price exceeds the product's list price. The 3% deduction from the full net cost price of the assigned installment contracts is a charge payable to Matco as assignee of the assigned installment contracts.

Matco may from time to time modify the customer installment financing programs described above or may develop additional customer installment financing programs that may be recourse or non-recourse credit assignments, and/or may be available only to Distributors who (a) qualify to participate; (b) have a minimum level of experience as a Matco Distributor; and (c) are in compliance with their Distributorship Agreement. Currently, however, the only Purchase Security Agreements available are those described

above. Matco expects that if a new installment financing program is developed and offered in the future, participation in any such program will be voluntary.

* * *

Distributors that receive financing from Matco must: (a) prepare and submit annual budgets for their Distributorships to Matco, in the form Matco specifies, which contain estimates for the following year; (b) conduct a physical inventory in MDBS upon request, but not less than once every 12 months on the anniversary date of your Distributorship Agreement or at least every 6 months if you have a Note under the Special Supplemental Financing program; and (c) submit any other reports in the form and manner Matco specifies.

Matco and/or its affiliates have in the past sold, and may in the future sell, assign, or discount, with limited recourse, certain accounts and notes receivable. To the extent the notes, contracts, or other instruments require Matco to provide services to you, Matco will remain liable to provide such services. However, the third party to whom the note, contract or other instrument is assigned may be immune under the law to defenses to payment you might have against Matco.

Except as set forth above, Matco and its affiliates (a) do not directly or indirectly offer or arrange any financing, (b) do not receive direct or indirect payments for placing financing, and (c) do not guarantee your obligations to third parties.

(11) FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, Matco is not required to provide you with any assistance.

Assistance Prior to Opening. Prior to beginning business under your Matco® Distributorship, Matco is required to provide you with the following:

(A) Matco will provide you with a List of Calls (see Article 1.2 and Exhibit A of the Distributorship Agreement). The List of Calls is your territory. We sometimes refer to the List of Calls in the Distributorship Agreement as a "protected territory." The List of Calls will be based upon a written survey of each shop listed where the shop manager or person in charge answers questions that may include, among other things: (i) whether a Matco Distributor may service the shop, (ii) how many mechanics, technicians, or other service professionals that purchase tools work in the shop, and (iii) whether the shop purchases tools for the shop and/or its mechanics, technicians, or other service professionals. Matco designates a List of Calls by identifying up to 325 Potential Customers, which include the mechanics, technicians, or other service professionals who work at the business, as well as the business itself, in cases where the survey shows that the business also purchases tools of the type offered or sold by Matco or its distributors, either for itself and/or for its employees. Matco will provide a 225 Distributor with up to 225 Potential Customers on the List of Calls, and ETDs will have additional Potential Customers in excess of 325.

If you wish to modify your List of Calls, including by adding a location or Potential Customers, you must submit a written request to Matco identifying the proposed changes to the List of Calls with an explanation for how the proposed changes to the List of Calls will help you advance your business and continue to meet Matco's Customer Service Standards.

As described in the Distributorship Agreement, Matco defines a "**Potential Customer"** as business locations where professional mechanics, technicians and other service professionals operate and purchase tools and related products for their own use. Matco cannot promise or guaranty that each Potential Customer will purchase Products or will become a customer, or that due to economics, demographics or other reasons,

the number of actual or Potential Customers, and/or the businesses identified on the List of Calls, will not increase or decrease after the date of the Distributorship Agreement. Actual or Potential Customers may or may not be U.S. citizens and may or may not possess social security numbers. Matco is not required to assess, and is not responsible for assessing, whether the actual or Potential Customer is a U.S. citizen. You will operate as a mobile distributor and will not have a specified place of business. It is generally expected that your Mobile Store will be returned to, and parked at your Principal Owner's residence each evening, that the computer will be at your Principal Owner's residence, and that you will otherwise operate the Distributorship from your Principal Owner's residence. Matco estimates that the length of time between the date you sign the Distributorship Agreement and the date you begin operating your Matco® Distributorship will be between 20 and 45 days, depending on how quickly you can complete training and obtain the Mobile Store, inventory, equipment and supplies needed to begin operations.

(B) Matco will provide you with the use of a copy of the Manual (see Article 3.10 of the Distributorship Agreement). Matco reserves the right to provide the Manual electronically or in an electronic or computer-readable format, for example, via the Matco Distributor Business System, or another method, or on a CD. Following is the Table of Contents of the 255 page Manual:

		Total Pages
(1)	Getting Your Business Started on a Sound Foundation	25
(2)	How to Become a Successful MATCO Distributor	14
(3)	Customer Service and Special Order Departments	32
(4)	Tool Boxes	24
(5)	Commercial Financial Services	41
(6)	Sales Basics for the Tool Business	47
(7)	Providing Your Customers with Excellent Service	13
(8)	Financial Management	30
(9)	Getting Started – Day 1	29

(C) Matco will provide your Principal Owner with at least 50 hours of mandatory initial classroom training (the "**Matco Business System Training (MBST) Program**") at Matco's corporate offices in Stow, Ohio, or at such other location as may be designated by Matco (see Article 3.8 and Article 4.1 of the Distributorship Agreement). Your Principal Owner must successfully complete the Matco Business System Training (MBST) Program before operating your Distributorship. The Matco Business System Training (MBST) Program will include classroom instruction on Matco's Business System, the Customer Service Standards, and basic business procedures, including purchasing, selling and marketing techniques, customer relations, basic computer operations and other business and marketing topics selected by Matco. The hours devoted to each subject may vary based on how quickly trainees grasp the material, their prior experience with the subject, and scheduling. Matco will instruct attendees using the lecture method, video recordings, computer-based training modules, and interactive video courses. The Matco Business System Training (MBST) Program is Phase 1 of Matco's required training.

Matco also makes the MBST Program, as well as the MBSCT Program (described below), available to any Operator or other employee that you may choose to hire. In order to preserve, protect and enhance the Matco Tools brand and Marks, and to assure a uniform customer experience and operations that comply with the Business System standards, Matco recommends that any Operator or other employee must either satisfactorily complete Matco's training programs or that you deliver a similar training experience to the Operator. Matco may require that you certify, upon Matco's request, that any Operator or other employee has been trained in, and is knowledgeable regarding, all of Matco's standards and operating requirements.

(D) In addition to the MBST Program, Matco also offers the "**Matco Business System Continuation Training (MBSCT) Program**," which is Phase 2 of our training. Matco may also require your Principal Owner to attend and successfully complete at least 15 hours of mandatory continuation MBSCT virtually, or at such other location as may be designated by Matco (see Article 3.8 and Article 4.1 of the Distributorship Agreement) between your 2nd and 5th month in business. The MBSCT Program will include classroom instruction on intermediate business procedures, purchasing, selling and marketing techniques, customer relations, intermediate computer operations and other business and marketing topics selected by Matco. During the MBSCT Program, Matco will instruct attendees using the lecture method, video recordings, computer-based training modules, and interactive video courses. To attend MBSCT training, attendees must have successfully passed the Phase 1 MBST training course.

(E) The combined training time provided in MBST (Phase 1) and MBSCT (Phase 2) will be a minimum of 65 hours. This training, as described above, is mandatory and will take place at Matco's corporate offices in Stow, Ohio, virtually, or at such other location as may be designated by Matco (see Article 3.8 and Article 4.1 of the Distributorship Agreement).

The courses are as follows:

PHASE ONE TRAINING PROGRAM

SUBJECT	MINIMUM HOURS OF CLASSROOM TRAINING	HOURS OF FIELD (ON-THE-JOB) TRAINING[(1)]	LOCATION[(2)]
Introduction/ Corporate Information/ Building Tour	2.5 Hours	Not applicable	Matco's training facility in Stow, Ohio (see notes 1 and 2 below)
Introduction to the Tool Business	2 Hours	1 Hour	Matco's training facility in Stow, Ohio (see notes 1 and 2 below)
MDBS Software Set-Up & Loading	1.5 Hours	2 Hours	Matco's training facility in Stow, Ohio, and on your Mobile Store (see notes 1 and 2 below)
Open Purchase Account & Financial Management Tools	4 Hours	14 Hours	Matco's training facility in Stow, Ohio, and on your Mobile Store (see notes 1 and 2 below)
MDBS/Business Applications	12 Hours	3 Hours	Matco's training facility in Stow, Ohio, and on your Mobile Store (see notes 1 and 2 below)

SUBJECT	MINIMUM HOURS OF CLASSROOM TRAINING	HOURS OF FIELD (ON-THE-JOB) TRAINING[1]	LOCATION[2]
Commercial Financial Services	3 Hours	2 Hours	Matco's training facility in Stow, Ohio, and on your Mobile Store (see notes 1 and 2 below)
Matco Product Knowledge	3 Hours	10 Hours	Matco's training facility in Stow, Ohio, and on your Mobile Store (see notes 1 and 2 below)
Sales Training (Package Selling and Show and Sell Bag Use)	3 Hours	6 Hours	Matco's training facility in Stow, Ohio, and on your Mobile Store (see notes 1 and 2 below)
Customer Service	1 Hour	Not Applicable	Matco's training facility in Stow, Ohio, and on your Mobile Store (see notes 1 and 2 below)
Relationship/Value Selling	3 Hours	3 Hours	Matco's training facility in Stow, Ohio, and on your Mobile Store (see notes 1 and 2 below)
MDBS Instruction	9 Hours	3 Hours	Matco's training facility in Stow, Ohio, and on your Mobile Store (see notes 1 and 2 below)
Account Setup	6 Hours	Not Applicable	Matco's training facility in Stow, Ohio, and on your Mobile Store (see notes 1 and 2 below)
Running the Route	Not Applicable	116 Hours	Matco's training facility in Stow, Ohio, and on your Mobile Store (see notes 1 and 2 below)
Totals	**50 Hours**	**160 Hours**	

PHASE TWO TRAINING PROGRAM

SUBJECT	MINIMUM HOURS OF CLASSROOM TRAINING	HOURS OF FIELD (ON-THE-JOB) TRAINING[1]	LOCATION[2]
Recap of Phase 1 Training	1 Hour	Not applicable	Matco's training facility in Stow, Ohio, or virtually (see notes 1 and 2 below)

SUBJECT	MINIMUM HOURS OF CLASSROOM TRAINING	HOURS OF FIELD (ON-THE-JOB) TRAINING[1]	LOCATION[2]
Open Purchase Account & Financial Management Tools	2 Hours	Not applicable	Matco's training facility in Stow, Ohio, and on your Mobile Store, or virtually (see notes 1 and 2 below)
MDBS/Business Management	2 Hours	Not applicable	Matco's training facility in Stow, Ohio, and on your Mobile Store, or virtually (see notes 1 and 2 below)
Sales Training (includes PSA, equipment, tool storage, diagnostics, planning, TP & cordless)	10 Hours	Not applicable	Matco's training facility in Stow, Ohio, and on your Mobile Store, or virtually (see notes 1 and 2 below)

Notes:

(1) Field Training is described in more detail below under the heading "Assistance Provided by Matco during the Operation of the Business." Field Training is conducted under the supervision of Laurie Reinbolt, Vice President, Sales, and may be conducted by a Matco regional or district business manager and/or one of the field instructors employed or otherwise retained by Matco. Each field instructor is a professional educator and has been trained by Matco for the purpose of training Matco's Distributors.

(2) Matco Business System Training (MBST) Program is conducted under the direction of Ms. Reinbolt. Ms. Reinbolt has been in her current position with Matco since August 2024, and further information on her background is described in Item 2. Training will begin after you sign the Distributorship Agreement. Matco usually conducts the Matco Business System Training (MBST) Program on a monthly basis, and it typically offers two classes per month. Matco expects that you or your Operator will commence training within two weeks of executing the Distributorship Agreement.

The Matco Business System Training (MBST) Program will be provided to your Principal Owner and your initial Operator (if applicable) at no cost, and is generally available within the one-month period before you begin operating your Distributorship.

We also do not charge any fees for the Matco Business System Continuation Training (MBSCT) Program, and this program is generally held between your 2nd and 5th month in business.

You are currently responsible for all expenses incurred by your Principal Owner and any other attendees during all classroom training programs, except for the following: (a) scheduled travel to and from Matco's headquarters and your Principal Owner's airport of choice for your Principal Owner and any Operator, and daily travel to and from Matco's headquarters and your Principal Owner's hotel, during the MBST Program (only Phase 1); and (b) four nights of lodging for the Principal Owner (one person) at the MBSCT Program (only Phase 2) (if such travel and lodging complies with the policies and procedures established by Matco from time to time). In order to ensure the availability of local lodging while attending the Matco Business System Training

(MBST) Program, Matco has negotiated lodging and meal rates for your Principal Owner and any Operator. Lodging for the MBST Program and MBSCT Program (both Phase 1 and Phase 2) is currently located near Matco's headquarters, Cleveland Hopkins International Airport, and/or Akron-Canton Regional Airport, but we may designate alternative accommodations from time to time, at our option. The cost of the room and meals will be billed directly to your Open Purchase Account.

Any other charges incurred at the lodging facility will be due and payable directly to the facility at the time of checkout. In addition to lodging and meals, you will be required to pay all other expenses associated with attending the training, including travel and the salary, fringe benefits, payroll taxes, unemployment compensation, workers' compensation insurance for any trainee who will attend the MBST Program or MBSCT Program (see Article 4.4 of the Distributorship Agreement). If your Principal Owner elects to bring her or his Business Partner to the MBST program, Matco will charge a flat fee in the amount of $295.00 for food, lodging and local transportation. Matco encourages all Distributors to bring their Business Partners to the MBST Program.

Matco is not obligated to provide the MBST Program (Phase 1) to the Principal Owners or any Operators of renewing Matco Distributors. However, the Principal Owners of renewing Distributors must successfully complete any supplemental training programs Matco may require to bring their Distributorships into compliance with Matco's then-current standards.

In addition, Matco will offer the MBST Program (Phase 1) to any new or replacement Operators that you hire (and, in rare cases, a new Principal Owner), subject to the availability of Matco's personnel, at time and place Matco designates. Matco will provide the MBST Program for your first or replacement Operator free of charge. However, for the second and additional Operators that you hire who will not be operating new Mobile Stores, we will charge our then-current weekly fee for the in-field portion of the MBST Program, which includes our travel, meal, lodging, and payroll expenses to send a trainer to you. Matco's current fee is $1,500 per week, but Matco may change this amount at any time. As noted above, you are responsible for your Principal Owner's and any Operators' travel, meal, and lodging expenses associated with attending the MBST Program, as well as all salary and fringe benefit expenses associated with sending your Principal Owner and any Operators to the MBST Program (see Articles 4.1, 4.2, and 4.4 of the Distributorship Agreement), and attending the MBST program.

Matco may schedule periodic meetings with Matco personnel and other distributors for additional training, Product updates and business seminars. Attendance at these meetings is voluntary.

(D) Matco will provide you with the standards and specifications for the Mobile Store and Matco-branded attire required by Matco for use in your Matco® Distributorship (see Article 3.6 of the Distributorship Agreement).

(E) Matco will provide you with the standards and specifications for the computer hardware and software required by Matco for use in your Matco® Distributorship (see Article 3.7 of the Distributorship Agreement); see also Items 5, 6, and 7 in this Disclosure Document. You must comply with Matco's standards and specifications for the computer hardware, software, and communications, and you must regularly update your computer hardware, software, and communications to comply with any new or changed standards and specifications. Currently and subject to change, you are required to purchase a new (unused and not refurbished) personal computer (a "laptop") meeting the exact requirements described in paragraph 4 of the Software License Agreement (Exhibit O to the Distributorship Agreement). The MDBS Software is

designed to assist you in minimizing paperwork and in managing your route and List of Calls, handling inventory, receivables and order processing functions, and performing other tasks relating to operating the Distributorship. The MDBS Software performs numerous on-truck (Mobile Store) functions such as tracking of sales histories and accounts receivable, printing of receipts and PSA quotes, credit applications and contracts, inventory tracking, tool repair tracking support, credit management, order placement, tracking of customers' orders, Product pricing, sales and collection records, weekly activity reports, and feedback reports from Matco.

Matco provides computer software maintenance and support services Monday through Friday during the standard hours of 7:00 a.m. through 11:00 p.m., Eastern Time. Matco will from time to time review the MDBS Software for improved functionality and operating efficiency. Matco will make such improvements and enhancements as it deems appropriate and will provide you with the updated software and documentation necessary to make the improvements on your system. You will be required to update your computer hardware and software from time to time in order to maintain compliance with Matco's then-current standards. There are no contractual limitations on the frequency or cost of your updating obligations. You will be responsible for acquiring and maintaining the computer hardware and manufacturer's operating system software required to execute the MDBS Software. You will be responsible for handling all equipment hardware/warranty issues directly with the equipment manufacturers. Except for the MDBS Software, you will have sole and complete responsibility for: (a) your own computer hardware and software as well as the manner in which those systems are maintained, upgraded, and operated in order to maintain compliance with Matco's standards as they may be modified from time to time; (b) obtaining and maintaining access to the Internet through a subscription with an Internet service provider or a then-current technologically capable equivalent in accordance with Matco's standards; (c) the manner in which your systems interact with Matco's systems and those of other third parties; and (d) any and all consequences that may arise if your systems are not properly maintained, upgraded, and operated. Matco will have access to certain sales, inventory, and accounts receivable collection information from a Distributor's MDBS system. Matco uses this data to prepare and provide reports to a Distributor with key business statistics regarding the Distributor's business. All data provided by you, uploaded to Matco's system from your system, and/or downloaded from your system to the Matco system, is and will be owned exclusively by Matco, and Matco will have the right to use such data in any manner that Matco deems appropriate without compensation to you.

As described in Item 7, you may lease or purchase the hardware. The costs are estimated to be approximately, $3,100 to $4,200 to purchase the equipment. As described in Item 6, the annual computer maintenance and support charges are $720, or $1,120 if your computer does not satisfy the required configuration.

(F) Matco will provide you with the standards and specifications for the New Distributor Starter Inventory required by Matco for your Matco® Distributorship (see Article 3.3 of the Distributorship Agreement).

Assistance Provided by Matco during the Operation of the Business.

(A) Matco provides you with a designated trainer for a minimum of 160 hours of initial Field Training (see Article 4.2 of the Distributorship Agreement). The designated trainer may be a field instructor and/or a regional or district business manager. The designated trainer may ride with your Principal Owner or your initial Operator on sales calls. Topics covered during Field Training include selling and marketing techniques, customer relations, computer operations, product knowledge, inventory,

and related topics. Further information concerning Field Training is given in the "Training Program" table above.

(B) Matco may offer additional training, product updates and business seminars (see Article 4.3 of the Distributorship Agreement). Your attendance at additional training sessions and business seminars is optional.

(C) Matco will, from time to time, advertise the Products in selected national and regional trade publications targeted toward the types of customers served by you and other Matco® Distributorships. Any such advertising is done at Matco's expense and under Matco's control.

(D) Currently, Matco makes available to you certain catalogs, promotional literature, and other sales materials at no cost. Other materials are available to you at a nominal charge to purchase at your option.

(E) You are not required to conduct any direct mail or media advertising programs for your Distributorship. However, if you determine that direct mail advertising would improve your business, Matco will, upon your request and at your expense, conduct direct mail marketing programs which will include mailings to Potential Customers on your List of Calls. The content, promotional offerings, number, timing, and frequency of the mailings will be determined by the mutual agreement between you and Matco. You must provide Matco with an updated and verified list of Potential Customers on your List of Calls including each Potential Customer's name, work location, and mailing address.

In addition, Matco may from time to time implement one or more promotional programs to enhance the brand, which may include a Matco-funded store opening giveaway program, other store opening promotional program, or direct mail or media advertising programs. You must adhere to the guidelines that Matco establishes from time to time for such promotional programs, must devote your best efforts to such promotional programs, and must disseminate to Potential Customers all apparel or other items that Matco provides to you in connection with any giveaway promotional program.

(F) Any Website (as defined below) will be deemed "advertising" under the Distributorship Agreement, and will be subject to (among other things) Matco's approval. (As used in the Distributorship Agreement, the term "**Website**" means "one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including but not limited to the Internet, World Wide Web, social media and social networking sites (including but not limited to Facebook, Twitter, LinkedIn, Instagram etc.), blogs, vlogs, and other applications, etc. that the Distributor operates or authorizes others to operate and that refer to the Distributorship, the Marks, Matco, and/or the System.") In connection with any Website:

(1) Before establishing the Website, you must submit to Matco a sample of the Website format and information in the form and manner Matco may reasonably require.

(2) You may not establish or use the Website without Matco's prior written approval.

(3) In addition to any other applicable requirements, you must comply with Matco's standards and specifications for Websites as prescribed by Matco from time to time in the Manual or otherwise in writing. If required by Matco, you must establish your Website as part of Matco's Website and/or establish electronic links to Matco's Website.

(4) If you propose any material revision to the Website or any of the information contained in the Website, you must submit each such revision to Matco for Matco's prior written approval as provided above.

(5) In addition, Matco may from time to time establish specific policies regarding social media accounts or activity related to or connected with the Distributorship and which use or refer to, directly or indirectly, Matco or the Marks, that Matco determines appropriate for the System. The policies may include completion of training regarding social media. Matco may modify these policies as Matco determines is appropriate, including as available technologies and advertising methods change. You must comply with the standards and procedures developed by Matco for the network of Distributorships, in the manner directed by Matco in the Manual or otherwise, with regard to your authorization to use, and use of, blogs, common social networks (such as Facebook), professional networks (such as Linked-In), live blogging tools (such as Twitter), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools (together, "Social Media") that in any way references the Marks or involves the network of Distributorships or your Distributorship. In addition, in order to protect and control the Matco brand and the Marks, Matco must at all times have administrator rights over all Social Media accounts used by you in connection with the Distributorship and which use or refer to, directly or indirectly, Matco or the Marks, and for any such Social Media accounts Matco may, at its option and without notice or limitation, assume administration and control of such accounts.

(G) Matco provides end-user financing programs to your qualified customers (see Item 10 under "**Installment Contracts**").

(H) Matco provides support of your sales and servicing activities through its warranty and non-warranty service programs. Matco's warranty policy, which may change over time, provides, generally, that any Product that is branded with the "Matco" name is warranted against defects in materials and workmanship. Matco, or one of its authorized representatives, will, at Matco's option, repair or replace any tool or part that is subject to the warranty without charge, if the defect or malfunctioning tool or part is returned to Matco or its representative, shipping prepaid. There are certain limitations under the warranty, and you should read and understand the warranty policies. You must follow Matco's policies and procedures regarding returning tools for warranty claims. Among the procedures that you must follow is the requirement to send back the products with the appropriate paperwork, product specifications, codes and other required information. In addition, you must pay all freight and shipping charges to send the defective product to Matco. In most cases, Matco will pay the shipping and freight costs to send you a new or repaired tool, part or product.

Also, there are certain warranty service functions that you, as a Distributor, must perform. These include "in the field" repair of ratchets and toolboxes. You must purchase ratchet repair kits that range from $10 to $40 per kit. (Most of the kits are $10). You must return the defective part to Matco, and pay the shipping/freight charges. Matco will credit the cost of the ratchet repair kit upon return of the defective parts to Matco. Matco includes ratchet repair instructions on its website for Distributors. You (and your Principal Owner or other employee) are not compensated for your time to make these repairs.

You are also responsible to perform minor warranty repairs on toolboxes within your List of Calls, such as drawer slides, casters (wheels), trim and/or drawer replacement if needed. Warranty repairs are handled on a case-by-case basis after contacting Matco's Customer Service and/or Matco's toolbox manufacturing facility. There are no repair kits for toolboxes, and you are not required to purchase items to repair toolboxes under warranty.

Warranty repair service is the type of service that your customers expect from a Matco Distributor. Matco believes that it will help you build customer loyalty. You do not receive compensation from Matco for performing these services; however, Matco considers the cost of warranty service in setting discounts from the suggested retail price of the Products that it sells to Distributors. The amount of time expended by your Principal Owner or other employee on servicing your customers with warranty repairs will vary between customers. Matco reserves the right to change the warranties at any time which may result in additional warranty repairs for you.

(I) Matco provides shipments of Products to you, in accordance with the terms of the Distributorship Agreement (see Article 6 of the Distributorship Agreement).

(J) Matco provides periodic meetings with Matco personnel for your Principal Owner and Operator (and potentially other employees) for the purpose of additional training, Product updates, seminars, motivational programs, and group idea exchanges (see Article 4.3 of the Distributorship Agreement). These meetings are designed to support you in the growth of your business.

(K) Matco provides you with computer software and support services in order to facilitate your operation of the Distributorship and the performance of your (and your Principal Owner's duties) in connection with the Distributorship (see Article 3.7 of the Distributorship Agreement).

(L) Matco will make its then-current tool return policy available to you. The current policy provides that during the term of the Distributorship Agreement or after its expiration or termination, you may return for credit to your Open Purchase Account any eligible Products purchased from Matco and listed in the then current Matco Tools Price List, excluding special order and high obsolescence electronic products. You must pay for the packaging and shipping of such Products to Matco. The current tool return policy specifies that the tools and other products that are eligible for return for credit are new, unused, and not abused products that are in saleable condition, and in their original packaging. The products returned must be on the current inventory list and cannot be discontinued items. Matco generally tries to give Distributors at least 180 days' notice following an announcement that a product has been discontinued to return the product for credit. You may take advantage of the tool return policy at any time, such as if you have overstocked items, or wish to rotate or adjust the product mix in your inventory. Matco will credit your Open Purchase Account for the eligible returned Products less a restocking fee, which in most cases is 15% (of the original purchase price of the product). A good faith effort will be made by Matco to issue credit within 90 days of acceptance of the returned Products. The specific criteria for products that are eligible for return for credit is stated in Matco's tool return policy. Matco will revise its tool return policy at such times as it may determine, and will inform you in writing of any changes when made.

Neither the Distributorship Agreement nor any other agreement requires Matco to provide any other assistance or services to you during the operation of your Distributorship. As noted in Item 20 below, however, Matco has a policy under which it will offer Distributors a free toolbox valued at a list price of $19,300 for the first successful referral of a prospect who becomes a Matco distributor after the referral, with additional amounts Open Purchase Account credits and free tools or toolboxes for subsequent successful referrals within a 12-month period. Matco may modify this incentive policy from time to time.

Matco Distributor Advisory Councils

Matco does not have an advertising fund into which a Distributor must contribute, and Matco does not have local or regional advertising cooperatives in which Distributors are required to participate. Matco has a Matco Distributor Advisory Council ("**MDAC**") system to foster and enhance communications between Distributors and Matco. The MDAC system is a strictly voluntary system, with MDACs at the district and

regional level. MDAC representatives meet periodically with each other, with Distributors, and with Matco managers and executives to discuss a variety of system issues. Matco Distributors are not required to participate or pay any dues or other financial contributions.

(12) TERRITORY

Distributorship Agreement

You, your Principal Owner, and any Operator/employee will only be allowed to operate your Distributorship within a territory defined by a List of Calls (Exhibit A to the Distributorship Agreement.). The Distributorship Agreement sometimes refers to this as a "protected territory," which is subject to the terms and conditions described in the Distributorship Agreement and disclosed in this Item 12. The List of Calls identifies the current number of Potential Customers at each business location on the List of Calls. Prior to establishing your List of Calls, Matco will conduct a survey of various prior Matco Distributor routes and potential new Distributor routes to determine a suitable List of Calls that contains, as of the date of the Distributorship Agreement, up to of 325 Potential Customers, the location of which will be identified on the List of Calls. Matco provides no assurance that the Potential Customers will actually become your customers, or that due to economics, demographics or other reasons, the number of actual or Potential Customers, and/or the businesses identified on the List of Calls, will not increase or decrease after the date of the Distributorship Agreement. Matco is under no obligation to supplement the List of Calls with additional stops or Potential Customers in the event the number of Potential Customers declines.

You must not operate the Distributorship or sell any Products at any location not identified on the List of Calls; or sell any Products to any entity, person, or business that is not located at an address identified on its List of Calls; or sell any Products to any person who does not work at a business that is located at an address identified on your List of Calls, even if that Potential Customer or location is adjacent to, or near, a location on your List of Calls. In addition, you must not sell Products to any customer who moves to a location or business not identified on the List of Calls. Any sale to a person, entity or business that is located at an address that is not identified on your List of Calls, or any sale to an individual who does not work at a business that is located at an address identified on your List of Calls, when that customer is located in another distributor's "List of Calls," constitutes a material event of default under the Distributorship Agreement.

As noted above, the Distributorship is a business which operates principally from a vehicle, and which is authorized to resell the Products pursuant to a List of Calls. If, and for so long as, you are in compliance with the Distributorship Agreement, Matco will not operate, or grant a license or franchise to operate, a Matco mobile Distributorship that will be authorized to sell Products to Potential Customers at locations on your List of Calls (see Article 1.3 of the Distributorship Agreement).

Except for the rights expressly granted to you and provided in the Distributorship Agreement, Matco retains all rights to sell, and license or authorize others to sell, Products to any customers, at any location, and through any channels or methods of distribution. Without limiting the foregoing, Matco retains the following rights, on any terms and conditions Matco deems advisable, and without granting you any rights therein:

1. Matco (and any affiliates, licensees or franchisees of Matco, if specifically permitted by Matco in writing) will have the absolute right to sell the Products, directly or indirectly, or through non-mobile distributors, including commercial sales representatives, (A) to industrial customers, industrial accounts, and owners of vehicle repair businesses (including businesses, entities, governmental agencies, and others, even if a Potential Customer or business on the List of Calls), who (i) have central purchasing functions, or (ii) may purchase and/or acquire special order products designed for multiple-party use, which are not

included as part of Matco's regular or special purchase inventory list, or (iii) may purchase Products through a bidding process, such as railroads, airlines, manufacturers, governmental agencies and schools, (B) to industrial and multiple-line and multiple brand wholesale distributors who may resell such Products to any potential purchaser or customer, including your customers, and (C) to vocational training schools and programs, and to the students and employees of those schools and programs.

2. Matco (and any affiliates, licensees or franchisees of Matco, if specifically permitted by Matco in writing) will have the absolute right to sell the Products through (A) catalogs, (B) any current or future means of electronic commerce, including the Internet and Matco's Website (and including social media), and downloading and other electronic delivery of software applications and other products and services, and (C) at special and/or temporary venues (including race tracks, and other motor sports events).

3. Matco, and affiliates of Matco, may manufacture and/or sell products that are the same as or similar to the Products, and Matco's affiliates may sell such products directly, or indirectly through wholesalers, suppliers, distributors or others, to Potential Customers who are the same as or similar to your Potential Customers and actual customers on your List of Calls. Matco has no control over the sales or distribution methods or operations of its affiliates, and Matco has no liability or obligations to you due to any sales or distribution activities of Matco's affiliates. However, currently, neither Matco nor its affiliates have any plans to operate a franchise system under different trademarks that offer the same or similar products.

4. Matco, and any affiliates of Matco, may operate or provide promotional events at which Products may be sold (such as the Eagle Experience), and Matco will typically coordinate with area Distributors for sales at such events.

The Distributorship Agreement grants you the limited right to sell Products through the Distributorship, as described in the Distributorship Agreement. All sales of Products must be from the Mobile Store and not from any other location or through any other sales or distribution channels. For example, you must not sell the Products through (A) mail orders, telephone orders, and the use of catalogs distributed to potential customers, (B) any current or future means of electronic commerce, including the Internet (such as websites like Amazon or social media like Instagram) and Matco's website, and downloading and other electronic delivery of software applications and other products and services, and (C) at special and/or temporary venues (including race tracks, and other motor sports events). Further, all sales of Products must be to end-users, and not for the purpose of resale or to any person or entity who will or may, or who Distributor suspects will or may, resell such Product, through any channel of distribution. In the event Distributor or the Principal Owner knows of, learns of, or suspects that any person or entity is reselling or may resell any Products, the Distributor shall cease all future sales to such person and report such sales or suspicion to Matco.

Currently, Matco sells the Products through its commercial sales department and commercial accounts program which is described in Item 1. Matco also sells Products to the vocation school market (see Item 1). Except as set forth in Article 1.3, Article 1.4, and Article 3.4 of the Distributorship Agreement, there are no contractual limitations on the ability of Matco or any affiliate to establish other franchises or company-owned outlets or other channels of distribution selling or leasing similar products or services under the Matco® trademark or a different trademark. Matco will have no liability or obligation to you if any customer or Potential Customer of yours purchases or receives Products through any method or channel of distribution described above, or otherwise reserved to Matco. Further, Matco has in the past granted (A) distributorships that do not have any territorial restrictions or limitations on the distributor, and (B) distributorships that have territories in which the Distributor is not limited to selling Products to a specified number of customers. Matco will use its best efforts to deter such distributors, and other distributors, from selling Products to Potential Customers on the List of Calls, but Matco cannot and does

not provide you with any guaranty or assurance that such distributors will not offer and sell Products to your customers.

As discussed above, you will be granted a List of Calls and a designated number of Potential Customers. While we do not intend to grant any other Distributor the right to sell directly from its mobile store to your Potential Customers or List of Calls, you will not receive an exclusive territory. As discussed above, Matco has reserved certain rights to offer and sell products, and you may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The continuation of your rights to sell Products to Potential Customers under the Distributorship Agreement is dependent on, and Matco may terminate the Distributorship Agreement if you fail to:

(A) at all times maintain a minimum inventory of Products sufficient to meet your obligations to promote and sell a full line of Matco Products and to meet the expectations and needs of your existing and potential Customers, especially in terms of product availability and timeliness of delivery.

(B) on average, on a weekly basis, sell Products in an amount that meets or exceeds (a) 80% of the National Distributor Sales Average achieved by Distributors in the United States ("NDSA"), or (b) 80% of the District Distributor Sales Average ("DDSA") for a Distributor's district, whichever is less, based on your 12-month rolling average, or, if you have been operating the Distributorship for less than 12 months, based on your year-to-date average. As discussed in Item 8, your sales average will be based on the sales of all Products from your Distributorship as you report them through the MDBS, or Matco's then-required operating system. The NDSA is determined by dividing the total number of active Matco Distributors in the United States for any given weekly period during a calendar year into the year-to-date total dollar amount of qualifying Products sold by the Distributors. The DDSA is calculated in a similar manner as the NDSA, except the comparison group includes only Distributors in your district. As noted in Item 8, NDSA and DDSA calculations exclude distributors with de minimis weekly sales averages (such as distributors who are approaching inactive status or otherwise discontinuing their business). At the time of this disclosure, Matco defines "de minimis" as sales volume under $500 per week.

(C) maintain a minimum of a 60% ratio of a calculation of your year-to-date product purchases divided by your year-to-date sales.

(D) comply with the "Customer Service Standards" that we designate from time to time, which contemplate that your Principal Owner or other employee will make weekly sales calls and promote the System, such as promoting Products to each Potential Customer on your List of Calls.

For information regarding terminated and former Distributors, please see Item 20 (but note that the list of Distributors that were cancelled or terminated, or otherwise left the system, includes Distributors who voluntarily or involuntarily "separated" for reasons other than failure to attain 80% of the National Distributor Sales Average) or 80% of your District Distributor Sales Average, whichever is less.

If you wish to modify your List of Calls, including by adding a location or Potential Customers, you must submit a written request to Matco identifying the proposed changes to the List of Calls with an explanation for how the proposed changes to the List of Calls will help you achieve and meet Matco's Customer Service Standards.

You will not have the right or option to acquire additional Distributorships without written approval from Matco's Director, Franchise Program Development & Compliance. If you seek to acquire an additional

Distributorship, you must be in compliance with your Distributorship Agreement and all Matco policies, including compliance with the Distributor Plus Guidelines. In addition, you may have an ownership interest in a maximum of five Distributorships.

The 225 Program

New and existing Distributors who sign "225 Amendments" will operate their Distributorships by offering and selling Products exclusively at those locations identified on the List of Calls set forth in the 225 Amendment. There will be a maximum of 225 Potential Customers on the List of Calls (unless otherwise approved by Matco, not to exceed 240 Potential Customers). As long as you are compliant with the Distributorship Agreement and the 225 Amendment, Matco will not operate, or grant a license or a franchise to operate, a Matco mobile distributorship that will be authorized to sell Products to any Potential Customers or actual customers at locations identified on your List of Calls. Matco retains all other rights. See the discussion of Matco's reserved rights above in this Item 12.

To maintain their right to sell Products to Potential Customers, new Distributors who sign 225 Amendments must:

(A) at all times maintain a minimum inventory of Products sufficient to meet your obligations to promote and sell a full line of Matco Products and to meet the expectations and needs of your existing and potential Customers, especially in terms of product availability and timeliness of delivery.

(B) on average, on a weekly basis, sell Products in an amount that meets or exceeds the percentage of the NDSA and DDSA identified in their 225 Amendments. A 225 Distributorship will be subject to a lower NDSA or DDSA compliance target that is proportional to the reduction in the number of Potential Customers (which will be approximately 75% to 85% of the required 80% of the NDSA or DDSA requirement). For example, if Exhibit A to the 225 Amendment lists 225 Potential Customers, then the percentage for calculating compliance with the NDSA or DDSA would be 225 ÷ 325 = 69.23%. By rounding to a whole number, the percentage is 69%. And, 69% of 80% is equal to 55.2%. Assuming that the actual NDSA or DDSA was $7,000, the Distributor would be obligated to generate year-to-date gross sales equal to 55.2% of the NDSA or DDSA, which would be 55.2% of $7,000, which equals $3,864.

(C) maintain a minimum of a 60% ratio of a calculation of the Distributor's year-to-date product purchases divided by your year-to-date sales;

(D) comply with the "Customer Service Standards" that we designate from time to time, which contemplate that your Principal Owner or other employee will make weekly sales calls.

Existing Distributors (that signed Distributorship Agreements before March 10, 2014) who convert into 225 Distributors will not be subject to the NDSA or the DDSA. However, they will be subject to the terms and conditions of their Distributorship Agreements, which will include compliance with the Distributor purchase average performance requirement (as modified, proportionally, for the reduced number of Potential Customers). The standard forms of Matco 225 Amendment for new and existing Distributors are attached in Appendix L to this Disclosure Document.

Enhanced Territory Distributorships

From time to time, Matco may grant an existing Distributor an ETD with a List of Calls that includes more than 325 Potential Customers. Most of the aspects and elements of a Distributorship will apply to an ETD,

except as stated below. To maintain its right to sell Products to Potential Customers in connection with an ETD, the Distributor must comply with the following additional terms and conditions:

(A) There will be a greater number of Potential Customers on the List of Calls.

(B) The required initial inventory will be greater than that of a standard Matco Distributorship (approximately $76,590 to $126,960, depending on the minimum number of Potential Customers, but generally $110,400).

(C) The ETD Distributor will be subject to a higher National Distributor Sales Average (or "NDSA") or District Distributor Sales Average (or "DDSA") compliance target. By way of example, if an ETD Distributor is granted 545 Potential Customers, then the percentage for calculating compliance with the NDSA or DDSA would be 545 ÷ 325 = 167.69%. By rounding to a whole number, the percentage is 168%. And, 168% of 80% is equal to 134%. If the actual NDSA or DDSA for the most recent fiscal year end was $4,000, the Distributor would be obligated to generate gross sales equal to 134% of the NDSA or DDSA, which would be 134% of $4,000, which equals $5,360.

(13) TRADEMARKS

You are licensed to operate your business under the name "Matco® Tools." You are also authorized to use the logo which appears on the cover page of this Disclosure Document. You may only use Matco's trademarks in the manner authorized in writing by Matco. You will not have the right to sublicense, assign, or transfer your license to use the Matco trademarks. You may not use the Matco trademarks as part of your corporate or other legal name, or as part of any e-mail address, domain name, or other identification of you or your business in any electronic medium. You must use the Matco trademarks only in the form and manner and with the appropriate legends as prescribed from time to time by Matco.

The following is a list of the trademark and service mark registrations of Matco's primary trademarks on the principal register of the United States Patent and Trademark Office (or applications on file on the Principal Register):

Mark	Registration No./ Serial No.	Registration Date/ Filing Date
MATCO	1,101,947	September 12, 1978
MATCO	1,115,963	April 3, 1979
MATCO	239,210	January 18, 1980
Eagle Head in Hexagon	1,147,518	February 24, 1981

There are no currently effective material determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, or the trademark administrator in any state or any court, no pending infringement, opposition or cancellation proceedings, and no pending material litigation involving these trademarks which limit or restrict their use in any state.

There are no agreements currently in effect which significantly limit the rights of Matco to use or license the use of these trademarks in any manner material to you. To the knowledge of Matco, there are no infringing uses which could materially affect your use of the licensed trademarks or other related rights in any state. Matco is obligated under the Distributorship Agreement to protect the rights which you have to

use Matco's trademarks and other related rights and to protect you against claims of infringement and unfair competition with respect to the trademarks. However, if anyone establishes to Matco's satisfaction that its rights are, for any legal reason, superior to any of Matco's trademarks, trade names or service marks, then you are required to use such variances or other service marks, trademarks or trade names as required by Matco to avoid conflict with such superior rights.

(14) PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

While Matco and/or Danaher subsidiaries own or may own design patents and/or utility patents on tool chests and possibly other products that might be sold by a Distributor, there are no patents that are material to the Distributorship.

Copyrights

Matco filed for, and received, a United States copyright for its Matco Distributor Business System (the MDBS Program, referred to in Item 5 above). The registration number is TX 2-495-161, and it was made effective on July 5, 1988. Matco also filed for, and received, a Canadian copyright for the MDBS Program. The Canadian copyright is titled "Computer Program for Aiding Distributors in the Distribution of Matco Tools." The Canadian registration number is 437486, and it was made effective on October 18, 1994.

Matco has copyrighted advertising materials and designs, training films, workbooks, the Manual, and items relating to the operation of Matco® Distributorships. Other than the MDBS Program, Matco has not applied to the United States Copyright Office to register its copyrights.

There are no infringing uses actually known to Matco that could materially affect your use of any copyrighted material supplied by Matco in any state. There are no determinations of the Copyright Office or any court, no pending interference, opposition or cancellation proceedings, nor any pending material litigation involving such copyrighted materials which are relevant to their use in any state. There are no agreements currently in effect which significantly limit the rights of Matco to use or license the use of these copyrighted materials in any manner material to you.

Confidential Operations Manual

In order to protect the reputation and goodwill of Matco and to maintain operating standards under the System and the Marks, you must conduct your business in accordance with the terms of the Distributorship Agreement and in compliance with the provisions of the Manual and any written directives issued by Matco.

Confidential Information

In addition to the Manual, Matco will provide you with other confidential business information and proprietary materials which relate to the operation of the Distributorship business. You must keep confidential, during and after the term of the Distributorship Agreement, the Manual and all such confidential business information and proprietary materials disclosed to you by Matco. You may not disclose the confidential information or proprietary materials to any person or use them for your benefit except in connection with the operation of your Distributorship business. You will be liable to Matco for damages caused by any breach of confidentiality.

(15) OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must use your best efforts to promote the sale of the Products and to provide service and warranty support to your actual and Potential Customers. You will be responsible for all aspects of managing the business including, but not limited to, extending credit, budgeting, monitoring and collecting time payment accounts, sales, purchases, and inventory management and control. You will have sole responsibility for all employment decisions and functions related to the business, including hiring, firing, compensation, benefits, work hours, work rules, record keeping, supervision and discipline of your employees.

You must use your best efforts to timely and accurately enter and maintain, in its entirety, all business pertinent data on the MDBS business system relative to the operation of the Distributorship, including but not limited to customer data, product data, sales, returns, warranty and payments. Transactions must be completed in strict compliance with Matco's standards, specifications and procedures, and any unauthorized adjustments, or non-compliant use or recordation of transactions (or failure to accurately record transactions) are prohibited.

As discussed in Item 12 above and in the Distributorship Agreement at Section 3.4, you must comply with our Customer Service Standards.

Before commencing operations and within 45 days of signing the Distributorship Agreement, the Distributor must be a corporation, limited liability company, or other business entity. If you initially enter into the Distributorship Agreement as an individual, you must transfer the Distributorship Agreement to a corporation, limited liability company, or other business entity pursuant to an assignment and assumption agreement that Matco may designate from time to time. Matco's current form of Assignment, Assumption and Consent Agreement and the applicable Guarantee, Indemnification and Acknowledgement are attached to the Distributorship Agreement as Exhibit M. You must sign the acknowledgment attached to this Disclosure Document as Appendix E-2, which states that you understand and agree to this condition of owning a Distributorship.

The daily operations of the Distributorship must be conducted under the active full-time management of one Principal Owner who is designated on Exhibit P to the Distributorship Agreement, which may be through an Operator, employees, or otherwise. The Principal Owner must own at least a majority of the outstanding equity interests in you (at least 51%). The Principal Owner is the individual responsible for all communications between you and Matco, and the individual who has the right to enter into agreements on your behalf. The Principal Owner any other owners, as well as any other person whose assets are considered in any financing application, must sign the Guarantee, Indemnification, and Acknowledgment in the form attached to the Distributorship Agreement as Exhibit N. The Principal Owner must complete all training required by Matco. In addition, the Principal Owner, in connection with her or his duties in operating the Distributorship as an employee of Distributor, must comply with all of Matco's standards and requirements as they may be modified from time to time in the Manual or otherwise in writing. You may also designate a "Business Partner" who is one of your owners and who will assist the Principal Owner with aspects of operating the Distributorship.

Matco will conduct a detailed criminal background check of all prospective Principal Owners. The prospective Principal Owner of the Distributorship must consent to the background check, or Matco will not proceed with the evaluation of the prospective Distributor's application. Matco will bear the cost of conducting the background check(s). Matco reserves the right to rescind any offer of a Distributorship to a prospective Distributor based on the results of the background check(s), in Matco's sole discretion.

Matco typically will not grant a Distributorship to a Distributor with more than two owners. However, we consider each application on a case-by-case basis. Any individual who owns any ownership interest in the Distributor (including the Principal Owner) must be designated on Exhibit P of the Distributorship Agreement as an owner.

A high standard of customer service is the cornerstone of Matco's System, and that customer service standard typically involves a one-on-one sales and service relationship between a Principal Owner, operating from a Matco mobile distributorship, and a Potential Customer.

Although the Distributorship is contemplated to be primarily supervised by and operated by the Principal Owner, you may appoint an "**Operator**" as an additional employee of the Distributorship. The decision to hire an individual as an Operator is your decision alone. However, if you participate in Matco's financing programs, you must notify Matco in the event that you desire to hire an Operator to operate the Mobile Store, and you must obtain Matco's consent to hire an Operator. The Operator must meet Matco's educational, managerial, and operational experience and standards. If the Operator is a former Matco mobile tools distributor, the Operator must have been in good standing throughout the term of the Operator's distributorship agreement. Any individual who received a notice of termination from Matco, or who possessed an ownership interest in a distributorship that received a notice of termination from Matco, is deemed to not meet Matco's standards to be an Operator. You may also hire other employees, at your option.

You must agree to assure that all business information and materials disclosed to you and/or your Principal Owner or Operator will be kept confidential.

By executing a Distributorship Agreement with Matco, you are agreeing to establish and operate an independent Distributorship, the success of which depends on, among other things, your individual ability to operate your business, attract and retain qualified staff, and otherwise operate all phases of an independent business over which you will have substantial control. As an independent business owner, (i) the relationship created by the Distributorship Agreement is not a relationship between principal and agent, or that it is a fiduciary relationship; (ii) you are not Matco's employee and will not earn any wages, nor are you eligible for or receive any of the other benefits normally provided to employees, but rather your income will solely be the profits you earn from the operation of your Distributorship; (iii) Matco is not the employer or co-employer of any employee that you hire; (iv) all management, personnel, and training requirements are at your discretion and are your responsibility; (v) you are responsible for ensuring that your Distributorship operates in accordance with the law of the state, county, city, and town in which you operate; (vi) you alone are permitted to contract with your customers and that you are required to sign all contracts and agreements, including purchase agreements, using your independent business name; (vii) you are free to set the prices you charge your customers, so long as those charges comply with any and all policies we prescribe in the Manuals relating to maximum or minimum charges; (viii) your independent business judgment will be used to grow and develop your customer base within the defined List of Calls; and (ix) Matco is not liable for damages to any person or property arising directly, or indirectly, out of the operation of your Distributorship nor liable for any taxes, assessments, fines or penalties levied upon you or your Distributorship or arising out of your Distributorship.

(16) RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must not sell, offer for sale or distribute Products and other merchandise not purchased from Matco (or other designated suppliers) or approved by Matco or its affiliates except for items that are traded-in by your customers. To the extent you wish to sell, offer for sale, or distribute other products which you contend are ancillary to your Distributorship business, which are not competitive with any of the Matco Products, and do not diminish in any way Matco's reputation or good will (for example, hazardous materials or

pornographic materials) you may request Matco's approval, by submitting to Matco, in writing, a description of those products with an explanation for why they are ancillary to the Distributorship business and are not competitive with existing Matco Products. You must not to sell, offer for sale or distribute any such products without Matco's prior written consent and you must discontinue the offer, sale, or distribution of any unapproved products immediately upon notice from Matco.

You must not operate the Distributorship or sell any Products at any location not identified on the List of Calls; or sell any Products to any entity, person, or business that is not located at an address identified on its List of Calls; or sell any Products to any person who does not work at a business that is located at an address identified on your List of Calls, even if that Potential Customer or location is adjacent to, or near, a location on your List of Calls. In addition, you must not sell Products to any customer who moves to a location or business not identified on the List of Calls. Any sale to a person, entity or business that is located at an address that is not identified on your List of Calls, or any sale to an individual who does not work at a business that is located at an address identified on your List of Calls, when that customer is located in another distributor's "List of Calls," constitutes a material event of default under the Distributorship Agreement.

If you wish to modify your List of Calls, including by adding a location or Potential Customers, you must submit a written request to Matco identifying the proposed changes to the List of Calls with an explanation for how the proposed changes to the List of Calls will help you achieve and meet Matco's Customer Service Standards.

You must also provide certain warranty service to your customers, including assisting Matco in honoring all warranties on Products. All Products are subject to the warranty and liability limitations of the written Product warranty of Matco. You must perform service on tools and equipment at the customer's place of business. In connection with certain warranty services, you will have to purchase repair kits from Matco and perform the repair service. (See discussion in Item 6 and Item 11 regarding repair kits for ratchets and other items.)

To the extent that you are not qualified to repair a Product, you must assist the customer in getting the Product to the proper repair facility. This service is of the nature, type, and scope that is expected by Matco customers, and that Matco and its distributors has pledged to provide. You will not receive compensation from Matco for the time spent by your Principal Owner or other employee to perform "in the field" warranty repairs because Matco considers the cost of warranty service in setting discounts from the suggested retail price of Products we sell to you. It is not possible for Matco to estimate the amount of time that you or your employees will be required to spend on warranty work to properly service your customers, and Matco may change the warranties it offers on Products and its service standards relating to Products at any time.

Provided that you comply with the Distributorship Agreement and the requirements of the System, Matco will not impose any other restrictions upon you as to the goods or services which you may offer or to the customers to whom you may sell. Matco does not impose any restrictions or requirements concerning the prices at which the Products or other goods or services may be sold by you.

(17) RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Distributorship Agreement	Summary
a. Length of the franchise term	Article 2.1	10 Years
b. Renewal or extension of the term	Article 2.2	10 Years
c. Requirements for franchisee to renew or extend	Article 2.2	You must give 180 days' notice, but not more than one year's prior notice; satisfy all material requirements of your current Distributorship Agreement; pay all amounts due to Matco; modernize your Matco Mobile Store and equipment; sign a new Distributorship Agreement (and this new agreement may have terms and conditions that are materially different from the original Distributorship Agreement) and pay the Successor Distributorship Fee; and sign a joint and mutual general release.
d. Termination by franchisee	Article 11.1	45 days' notice.
e. Termination by Franchisor without cause	Not applicable	Not applicable
f. Termination by Franchisor with cause	Article 11.2 and 11.3	Matco has the right to terminate your Distributorship Agreement if you are in breach of the Distributorship Agreement or any agreements entered into with Matco, fail to comply with Matco's Customer Service Standards, make an assignment for the benefit of creditors, face a proceeding in bankruptcy, attempt to assign or transfer without Matco's consent, abandon the Distributorship, either voluntarily or involuntarily or due to repossession of the Matco Tools Mobile Store and inventory, fail to make timely payments, refuse to perform a physical inventory if required by Matco, deny Matco access to audit books and records, or if one or more promissory notes under which you owe Matco money is cancelled, terminated, or accelerated due to your default. If Matco approves and grants Distributor the Rollover Payment Period (as described in Section 1.2 of the Distributorship Agreement) for payment of the Distributor's initial start-up costs as required under the Distributorship Agreement, including the Initial Fee, and Distributor fails to obtain access to the Rollover Funds prior to the expiration of the Rollover Payment Period, Matco may terminate the Distributorship Agreement effective upon written notice to Distributor.

Provision	Section in Distributorship Agreement	Summary
g. "Cause" defined – curable defaults	Articles 11.3 and 11.4	If applicable law does not specify a time period, you will have 30 days to cure a violation of any material provision of the Distributorship Agreement; you make an assignment for the benefit of creditors; a proceeding is instituted against you in bankruptcy or insolvency; you attempt to assign your Distributorship Agreement without Matco's consent; or you fail to timely pay any amount due to Matco.
h. "Cause" defined – non-curable defaults	Article 11.5	You will not have a right to cure if you abandon your Distributorship; your Principal Owner is convicted of or pleads guilty to a gross misdemeanor or felony; your conduct, or your Principal Owner's conduct materially impairs Matco's marks or the System, including any fraudulent or deceptive actions; you refuse to allow Matco to audit your books; you or your Principal Owner have been found to have submitted fraudulent credit applications; you commit fraudulent act(s); you or your Principal Owner or any employee sells, offers for sale or distributes any products to customers at any location not identified on the List of Calls; your Principal Owner cannot perform obligations for six consecutive months or for six months within a period of 18 consecutive months; your Principal Owner dies; you commit the same default again within a 12 month period after the previous default that you previously cured; you commit the same or different default three or more times within any 12 month period, whether or not cured after notice; you or any of your owners makes an assignment for the benefit of creditors or if a voluntary or involuntary proceeding is instituted against you in bankruptcy or under any other insolvency or similar law; you owe money to Matco under one or more promissory notes that are cancelled, terminated or accelerated due to your default under such note and it is your failure to cure such default; if this the Distributorship Agreement or Matco's franchise business model is adjudicated in the state or jurisdiction where the Distributor operates to be illegal or unenforceable by an administrative, regulatory, governmental, or judiciary body, including, but not limited to any purported misclassification of the relationship between Matco and the Distributor established by the Distributorship Agreement; or the Principal Owner, Operator or any employee conducts any Distributorship operations, including but not limited to, operating the mobile showroom, while illegally impaired or under the influence of drugs or alcohol.
i. Franchisee's obligations on	Article 11.6	You must cease using Matco's marks and the System; remove Matco's marks and logos from your Matco Mobile

Provision	Section in Distributorship Agreement	Summary
termination or nonrenewal		Store; pay what you owe Matco pursuant to the Distributorship Agreement, including interest on your Open Purchase Account's balance; provide Matco with all inventory and financial information for last 12 months; provide Matco with all customer information; and return all printed materials, software and manuals Matco provided you.
j. Assignment of the contract by franchisor	Article 10.5	No restriction on Matco's right to assign.
k. "Transfer" by franchisee – defined	Article 10.1	Transfer of any interest in the Distributorship or substantially all of your Distributorship assets.
l. Franchisor approval of transfer by franchisee	Article 10.2	Matco must approve in advance and in writing any transfer made by you but will not unreasonably withhold its consent.
m. Conditions for franchisor approval of transfer	Article 10.2, 10.3	You are not in default and pay all money owed to Matco pursuant to the Distributorship Agreement; you sign a joint and mutual general release with Matco; the transferee and transferee's Principal Owner meets Matco's standards; the transferee and the Transferee's Principal Owner executes the then-current version of Matco's Distributorship Agreement and agrees to complete the Matco Business System Training (MBST) Program; and you and the transferee complete all necessary assignments and other legal documents. Matco may also rely on any other reasonable conditions in determining whether to approve the transfer. Matco may expand upon, and provide more details related to, the conditions for transfer and Matco's consent as described in the Distributorship Agreement, and may do so in the Manual or otherwise in writing. Matco may, but is not obligated to, provide the additional details regarding the transfer conditions and Matco's consent to you. Any purchase and sale agreement must provide for and require the Mobile Store and Distributorship to continue to operate without interruption during the transfer.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable

Provision	Section in Distributorship Agreement	Summary
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable
p. Death or disability of franchisee	Article 11.5	The death of the Principal Owner is grounds for default and termination of the Distributorship Agreement. You will not have the right to cure if your Principal Owner is disabled to the extent that you cannot perform such obligations contained in the Distributorship Agreement for a period of six consecutive months, or if your Principal Owner dies.
q. Noncompetition covenants during the term of the franchise	Article 11.9	During the term of the Agreement, the Distributor and Principal Owner must promise that the Distributor, the Principal Owner, the Operator, and any other owners, or Guarantors will not engage in any activities in direct or indirect competition with Matco, including without limitation, a business that manufactures, sells, and/or distributes any products that are the same as or similar to the Products (subject to applicable state law), and will not sell or attempt to sell to any customers or Potential Customers of the Distributorship any products that are the same or similar to the Products (subject to applicable state law).
r. Noncompetition covenants after the franchise is terminated or expires	Articles 10.6 and 11.9	For one year after the termination of your Distributorship Agreement, the Distributor and Principal Owner must promise that the Distributor, the Principal Owner, the Operator and any other owners, or Guarantors will not sell or attempt to sell any tools to any customer to whom the Distributor sold Products in the previous 12 months, or to any person or business located on, or identified in, the List of Calls if the Distributor had made any sales calls to such person or business in the previous 12 months (subject to applicable state law). Matco encourages new Distributors to obtain a noncompetition agreement from the previous Distributor in connection with a transfer or assignment of the route, the business or the accounts (subject to applicable state law).
s. Modification of the agreement	Article 13.5	Any modification must be in writing and signed by both you and Matco.
t. Integration/ merger clauses	Article 13.5	The Distributorship Agreement is the entire agreement between you and Matco. Any representations or promises outside of the franchise disclosure document and

Provision	Section in Distributorship Agreement	Summary
		Distributorship Agreement may not be enforceable. (See Note 1 below)
u. Dispute resolution by arbitration or mediation	Article 12	Except for certain claims, all disputes must be arbitrated in Summit or Cuyahoga County, Ohio. (See Notes 1 and 3 below)
v. Choice of forum	Article 12.10	Litigation must be in Summit or Cuyahoga County, Ohio (See Note 1 below)
w. Choice of law	Article 13.3	Governing law will be the laws of the State of Ohio (See Note 1 below)

Provisions of the Distributorship Agreement giving Matco the right to terminate in the event of your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Sec. 101, et seq.).

Notes:

1. If a state law requires any modifications to these provisions of the Distributorship Agreement, those modifications will be found in Appendix H, the State-Specific Disclosures and State-Specific Amendments to the Distributorship Agreement.

2. In addition to the provisions noted in the chart above, the Distributorship Agreement contains a number of provisions that may affect your legal rights, including a mutual waiver of a jury trial, mutual waiver of punitive or exemplary damages, and limitations on when claims may be raised. See the Distributorship Agreement Article 12. We recommend that you carefully review all of these provisions, and all of the contracts, with a lawyer.

3. If the Distributor has a claim or complaint, and before any claim is submitted to arbitration, Matco may, within its sole discretion, offer the Distributor the use of an Ombudsman to assist in resolving the claim or issue prior to initiating arbitration. The Ombudsman is a person trained in conflict resolution, and is hired or retained by Matco. Matco has no obligation to offer the use of an Ombudsman and will only offer it where Matco deems it appropriate as a method for resolving the claim or dispute prior to the initiation of arbitration. If offered, the Distributor is not required to use or work with the Ombudsman.

(18) PUBLIC FIGURES

Matco does not use any public figure to promote the Distributorships.

(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.

Presented below in Sections 19-A and 19-B are certain operating and sales results from 1,491 Distributors during the period from January 1, 2025 through December 31, 2025. The three different charts in each Section reflect data for (1) all Distributors in the system, (2) the "standard" Distributors, and (3) the "225" Distributors. (See the notes following the charts for descriptions of the groupings.) In 2025, of the 1,491 Distributors reported in this Item 19, 1,456 are reported as "standard" Distributors, and 35 are "225" Distributors.

This Item 19 only includes operating data for Matco Distributors in the United States that operated pursuant to Distributorship Agreements with Matco and were in business for all of 2025. Matco is not providing, and this Item 19 does not reflect, information regarding Distributors who started during 2025, or those who left the system or stopped selling Products during 2025.

Section 19-A reflects the average gross revenue figures, referred to as "Average Total Completed Business," for the Matco Distributors, which includes the revenue from the sales of Products and any other items that were sold by the Mobile Store. Section 19-A also includes the Median, and the Highest and Lowest gross revenue figures. The information is segregated into thirds, based on Total Completed Business. Section 19-B reflects the average weekly sales figures for the Matco Distributors in 2025. Section 19-B also includes the Median, and the Highest and Lowest weekly sales figures. The information in Section 19-A and Section 19-B is explained below. Please read carefully all of the information in this Item 19, and all of the notes following the data, in conjunction with your review of the historical data.

Section 19-A:

Average, Median, and Highest and Lowest Numbers in the Range of Total Completed Business – 2025

CHART 1

All Reporting Distributorships		
Top 1/3	Middle 1/3	Bottom 1/3
Average: **$765,946**	Average: **$485,873**	Average: **$298,304**
No. of Distributors Above Average: **182 (37%)**	No. of Distributors Above Average: **245 (49%)**	No. of Distributors Above Average: **282 (57%)**
Median: **$706,981**	Median: **$483,198**	Median: **$314,109**
Highest: **$2,185,561**	Highest: **$581,477**	Highest: **$406,107**
Lowest: **$582,092**	Lowest: **$406,189**	Lowest: **$21,799**

CHART 2

Standard Distributorships		
Top 1/3	Middle 1/3	Bottom 1/3
Average: **$767,665**	Average: **$486,956**	Average: **$289,980**
No. of Distributors Above Average: **176 (36%)**	No. of Distributors Above Average: **239 (49%)**	No. of Distributors Above Average: **276 (57%)**
Median: **$708,799**	Median: **$485,527**	Median: **$315,486**
Highest: **$2,185,561**	Highest: **$583,195**	Highest: **$406,379**
Lowest: **$583,223**	Lowest: **$406,593**	Lowest: **$21,799**

CHART 3

225 Distributorships		
Top 1/3	Middle 1/3	Bottom 1/3
Average: **$703,293**	Average: **$456,967**	Average: **$282,996**
No. of Distributors Above Average: **4 (36%)**	No. of Distributors Above Average: **7 (58%)**	No. of Distributors Above Average: **6 (50%)**
Median: **$693,297**	Median: **$470,265**	Median: **$283,700**
Highest: **$922,770**	Highest: **$526,151**	Highest: **$383,199**
Lowest: **$544,641**	Lowest: **$385,380**	Lowest: **$148,760**

Notes for Section 19-A:

1. Chart 1 – *All Distributors*: Chart 1 chart reflects the operating data for 1,491 total Matco Distributors in the United States operating pursuant to Distributorship Agreements with Matco that were in business for all of 2025 and who reported sales for at least 48 weeks during 2025. The three groupings of Distributors in Chart 1 (Top 1/3, Middle 1/3 and Bottom 1/3) included 497 Distributors in the Top 1/3 group, 497 Distributors in the Middle 1/3 group, and 497 Distributors in the Bottom 1/3 group.

2. Chart 2 – *Standard Distributorships*: Chart 2 reflects the operating data for 1,456 **"**standard" Matco Distributors in the United States operating pursuant to Distributorship Agreements with Matco that were in business for all of 2025, and who reported sales for at least 48 weeks during 2025. The three groupings of Distributors (Top 1/3, Middle 1/3 and Bottom 1/3) included 485 Distributors in the Top 1/3 group, 485 Distributors in the Middle 1/3 group, and 486 Distributors in the Bottom 1/3 group.

3. Chart 3 – *225s*: Chart 3 reflects the operating data for 35 total Matco Distributors in the United States operating pursuant to Distributorship Agreements with Matco that were in business for all of 2025, who had fewer than 325 Potential Customers, and who reported sales for at least 48 weeks during 2025. The three groupings of Distributors (Top 1/3, Middle 1/3 and Bottom 1/3) included 11 Distributors in the Top 1/3 group, 12 Distributors in the Middle 1/3 group, and 12 Distributors in the Bottom 1/3 group.

4. The term "Total Completed Business," as used in Section 19-A, means the total cash or revenue a Distributor received during 2025 including sales tax collected, from the sale of all products and services. This includes revenue from the sale of Products and any other items that were sold by the Mobile Store. The revenue received by the Distributors is comprised of cash sales, Time Payment collections from previous sales, credits received by the Distributor from the sale of PSA (Purchase Security Agreements, which are installment contracts; see Item 10 above), and cash received based on monthly invoices and customers (usually products sold to a shop or business, and not an individual). This does not include any Volume Payment to Terms bonus, or rebate payments.

5. The "Average" is calculated by adding the total business for all Distributors in the group, and dividing that number by the number of Distributors in the group.

6. The term "Median" means the data point that is in the center of all data points used. For example, in the "Top 1/3" group in Chart 1 (all Distributorships) there were 497 Matco Distributors. The "median" Total Completed Business of $681,311 means that 248 of the 497 Distributors in the group had Total Completed Business greater than $681,311, and 248 of the 497 Distributors in that group had Total Completed Business of less than that figure, and one Distributor had Total Completed Business of exactly that figure.

7. The term "Highest" and "Lowest," as used in Section 19-A, refers to the highest and lowest numbers in the range.

* * *

Section 19-B
Weekly National Distributor Sales Average – 2025

CHART 4

All Reporting Distributorships	
National Distributor Sales Average:	$9,294
Distributors Reporting:	1,491
Distributors At or Above Average:	654 (44%)
Median:	$8,621

Highest:	$40,503
Lowest:	$670

CHART 5

Standard Distributorships	
National Distributor Sales Average:	$9,312
Distributors Reporting:	1,456
Distributors At or Above Average:	639 (44%)
Median:	$8,638
Highest:	$40,503
Lowest:	$670

CHART 6

225 Distributorships	
National Distributor Sales Average:	$8,520
Distributors Reporting:	35
Distributors At or Above Average:	15 (43%)
Median:	$8,076
Highest:	$16,715
Lowest:	$1,582

Notes for Section 19-B:

8. Chart 4 – *All Distributors*: Chart 5 reflects the operating data for 1,491 total Matco Distributors in the United States operating pursuant to Distributorship Agreements with Matco that were in business for all of 2025 and who reported sales for at least 48 weeks during 2025. See Note 1 in Section 19-A for discussion of the "*All Distributors*" category.

9. Chart 5 – *Standard Distributorships*: Chart 6 reflects the operating data for 1,456 standard Matco Distributors in the United States operating pursuant to Distributorship Agreements with Matco that were in business for all of 2025, and who reported sales for at least 48 weeks during 2025.

10. Chart 7– *225s*: Chart 7 reflects the operating data for 35 total Matco Distributors in the United States operating pursuant to Distributorship Agreements with Matco that were in business for all of 2025, who had fewer than 325 Potential Customers, and who reported sales for at least 48 weeks during 2025.

11. The terminology "National Distributor Sales Average" as used in Section 19-B means the total reported sales of all Products by the reporting Distributors in 2025 in each group, divided by the number of weekly "close-outs" of those same Distributors. Each week the Distributors are required to report their

sales of Products which are the gross selling price of all Products, whether or not the sale is for cash, for credit, or partial cash and partial credit, or trade-in. When a Distributor closes out its sales for the week, it triggers a report. The total sales for a year may not be reported for each of 52 weeks, as Distributors may not close out sales each week. Therefore, the annual National Sales Average may not represent 52 weeks of sales.

12. The terminology, "Median" means the data point that is in the center of all data points used. The Median amount of weekly Product sales in 2025 was $8,621. This means that of the 1,491 Distributors reporting, 745 had weekly sales greater than $8,621, and 745 had weekly sales less than $8,621.

13. The terminology "Highest" and "Lowest," as used in Section 19-B refers to the highest and lowest numbers in the range. The Highest amount of Product sales reported in a week during 2025 was $40,503 and the Lowest amount was $670.

14. The number of Distributors reporting sales in 2025 was 1491. The 1,491 Distributors were Matco Distributors in the United States who (i) were in business at the beginning of 2025, (ii) were operating at the end of 2025, and (iii) reported sales close-outs at least 48 weeks during 2025.

15. One of the differences between the "Total Completed Business" and "Sales" is that "Sales" (Section 19-B) reflects all sales, even if some of the payments have not been received, and "Total Completed Business" (Section 19-A) reflects sales only based on cash collected and PSA credits collected. Therefore, there is a difference due to timing and collections. Another difference between "Total Completed Business" and "Sales," is that the figures reported by Distributors for Total Completed Business includes sales tax collected, and that the figures for Sales do not include sales tax.

16. The National Distributor Sales Average will be utilized in connection with the performance criteria discussed in Items 8 and 12. Also, as discussed in Items 8 and 12, Matco may utilize a "District" Distributor Sales Average to evaluate performance (but those figures are not reflected in this Item 19).

Notes for both Sections 19-A and 19-B, and this entire Item 19:

17. As noted above "*All Distributors*" includes all of the Matco Distributors that satisfied the reporting requirements for this Item 19. The "*225*" distributors are that group of distributors that have chosen to operate with significantly fewer than 325 to 349 Potential Customers, and have signed the 225 Amendment. The "*standard*" distributors identified in this Item 19 include those distributors who started out with 325 to 349 Potential Customers, as well as the distributors who have, over time, increased their customer base to more than 349 Potential Customers, or were or are designated as "ETDs" regardless of changes in Potential Customer counts. Matco does not re-categorize distributors each year based on customer counts. As noted at the end of this Item 19, Matco will provide substantiation of the data, upon reasonable request. If a prospective franchisee would like a more granular breakdown of the data, to the extent Matco is able to do so as part of its database, and is permitted to do so under applicable law, Matco will provide that information upon reasonable written request.

18. The data in the charts are obtained from the Distributors through the MDBS system (see Item 11). As Distributors purchase Products from Matco, they also report on sales made and revenue received. A weekly sales report is generated if the Distributor places an order to purchase Products in a given week. Therefore, the information in the charts is based solely on data received from the Distributors through MDBS. These figures have not been reviewed or audited by Matco.

19. During the time period covered by this financial performance representation—the 2025 calendar year—265 Distributors closed or ceased operations. Of these, 12 were open for less than 12 months,

including 10 that closed or ceased operations pursuant to the Test Drive program that is described in Item 5.

20. Substantiation of the data used in preparing the materials in this Item 19 chart will be made available to you upon reasonable request.

21. Your sales, revenue and income will be affected by a variety of factors, including the sales and marketing skills of your Principal Owner; your Principal Owner's or Operator's frequency of visits to actual and Potential Customers; efforts to collect on unpaid invoices or installment contracts; retail prices you charge for products; discounts you may offer; prevailing economic or market conditions; demographics; interest rates; your capitalization level; the amount and terms of any financing that you may secure; and your Principal Owner's business and management skills.

22. **Some distributors have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.**

23. Other than revenue figures above, the charts do not include any estimate of, or specific or historic data regarding, costs, expenses or debts that a Distributor has incurred, or may in the future incur. We cannot predict or project your costs and expenses. The following is a list of the types of expenses that a Matco Distributor may incur:

- Labor costs, including payroll, taxes and benefits (which may include health and/or life insurance, vacation, and pension plan contributions) for your Principal Owner or any other employee.
- Cost of goods sold, which includes wholesale cost of products that may be offered.
- Mobile Store costs, including lease or purchase payments, maintenance, gas, and similar costs.
- Insurance.
- Marketing and promotional costs.
- Freight costs incurred with tool returns and warranty repairs, as well as those incurred for receiving shipments of certain items from Matco.

The types of expenses, and the amount of costs and expenses, are likely to vary from Matco Distributor to Matco Distributor and from list of calls to list of calls. These may not be all of the expenses that you may incur.

24. Prospective distributors should be aware that in evaluating a financial performance representation or an earnings claim that includes revenue or sales figures only, or does not include all costs of goods sold, operating expenses, and other expenses, that costs and expenses must be deducted from the gross revenue or gross sales figures to obtain net income or profit. This Item 19 financial performance representation does not include net income or profit.

25. The Matco Distributors whose results are reflected in Sections 19-A and 19-B have been operating a Matco Distributorship during 2025. Some of the Distributors have been operating their Matco Distributorship for many years, and may have developed a large and loyal customer base.

26. The information in this Item 19 reflects the historical aggregate results of 1,491 Matco Distributors in 2025. You are strongly advised to conduct an independent investigation of this opportunity to evaluate the expected or potential costs and expenses you will incur as a Matco Distributor. You should consult your attorney, accountant, and other professional advisors. Also, current and former Distributors listed in this Disclosure Document may be one source of information.

Other than the preceding financial performance representations in this Item 19, Matco does not make any financial performance representations. We do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing distributorship, however, we may provide you with the actual records of that business. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Allen Plunk , Matco's Director of Franchise, at Matco Tools Corporation, 4403 Allen Road, Stow, Ohio, 44224, 901-488-9473, the Federal Trade Commission and the appropriate state regulatory agencies.

(20) OUTLETS AND FRANCHISEE INFORMATION

As of December 31, 2025, Matco had 1,741 operational Matco® Distributorships and 0 company-owned Matco® Distributorships. The following tables provide information concerning the Matco® Distributorships by state:

Table 1
Systemwide Outlet Summary
For years 2023, 2024, and 2025 (Note 1)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	**2023**	1809	1841	32
	2024	1841	1811	-30
	2025	1811	1741	-70
Company-Owned	**2023**	6	11	5
	2024	11	18	7
	2025	18	0	-18
Total Outlets	**2023**	1815	1852	37
	2024	1852	1829	-23
	2025	1829	1741	-88

Notes:

(1) All numbers are as of the fiscal year end. Each fiscal year ends on December 31.

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years, 2023, 2024, and 2025 (Note 1)

State (Note 2)	Year	Number of Transfers
California	**2023**	2
	2024	0
	2025	0
Colorado	**2023**	0
	2024	1
	2025	0
Iowa	**2023**	1
	2024	0
	2025	0
Maryland	**2023**	1
	2024	0
	2025	0
Montana	**2023**	1
	2024	0
	2025	0
New Jersey	**2023**	1
	2024	0
	2025	0
Texas	**2023**	0
	2024	0
	2025	1
Utah	**2022**	0
	2023	1
	2024	0
Total	**2023**	7
	2024	1
	2025	1

Notes:

(1) All numbers are as of the fiscal year end. Each fiscal year ends on December 31.
(2) States not listed above did not have any activity or distributorships during these three years.

Table 3
Status of Franchised Outlets
For years , 2023, 2024 and 2025 (Note 1)

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	**2023**	31	4	0	0	0	3	32
	2024	32	5	0	0	0	2	35
	2025	35	3	0	0	0	7	31
Alaska	**2023**	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	1	0	0	0	2	6
Arizona	**2023**	50	8	2	1	0	7	48
	2024	48	8	1	0	0	7	48
	2025	48	10	3	0	0	6	49
Arkansas	**2023**	23	2	0	0	0	3	22
	2024	22	3	0	0	0	3	22
	2025	22	1	0	0	0	6	17
California	**2023**	173	17	4	2	0	19	165
	2024	165	10	7	1	0	19	148
	2025	148	11	9	1	0	16	133
Connecti-cut	**2023**	24	6	0	0	0	5	25
	2024	25	0	0	0	0	5	20
	2025	20	2	0	0	0	1	21
Colorado	**2023**	37	10	1	0	0	6	40
	2024	40	8	0	0	0	5	43
	2025	43	10	1	0	0	7	45
Delaware	**2023**	7	1	0	0	0	0	8
	2024	8	1	0	0	0	0	9
	2025	9	1	0	0	0	2	8
Florida	**2023**	105	18	3	0	0	14	106
	2024	106	20	1	0	0	16	109
	2025	109	14	2	2	0	13	106

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Georgia	**2023**	73	11	0	0	0	5	79
	2024	79	14	0	0	0	12	81
	2025	81	7	4	0	0	2	82
Hawaii	**2023**	4	1	0	0	0	0	5
	2024	5	1	0	0	0	1	5
	2025	5	2	1	0	0	0	6
Idaho	**2023**	15	2	0	0	0	4	13
	2024	13	3	0	0	0	1	15
	2025	15	3	0	0	0	3	13
Illinois	**2023**	72	4	1	0	0	5	70
	2024	70	6	2	0	0	12	62
	2025	62	3	1	1	0	5	58
Indiana	**2023**	43	6	0	0	0	5	44
	2024	44	7	0	0	0	4	47
	2025	47	3	1	0	0	4	45
Iowa	**2023**	21	4	0	0	0	4	21
	2024	21	7	0	0	0	2	26
	2025	26	5	2	0	0	2	27
Kansas	**2023**	7	1	0	0	0	0	8
	2024	8	2	0	0	0	0	10
	2025	10	0	0	0	0	3	7
Kentucky	**2023**	17	2	0	0	0	2	17
	2024	17	4	0	1	0	0	20
	2025	20	3	0	0	0	5	18
Louisiana	**2023**	26	4	0	0	0	6	24
	2024	24	3	0	1	0	4	22
	2025	22	2	0	0	0	2	22
Maine	**2023**	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	1	0	0	0	2
Maryland	**2023**	40	3	0	0	0	3	40
	2024	40	5	0	0	0	6	39
	2025	39	0	1	0	0	4	34

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Massachu-setts	**2023**	13	1	0	0	0	1	13
	2024	13	1	0	0	0	3	11
	2025	11	1	1	0	0	1	10
Michigan	**2023**	46	6	0	0	0	6	46
	2024	46	7	0	1	0	6	46
	2025	46	9	2	0	0	3	50
Minnesota	**2023**	37	8	0	0	0	5	40
	2024	40	2	0	0	0	6	36
	2025	36	10	2	1	0	4	39
Mississippi	**2023**	16	2	0	0	0	1	17
	2024	17	3	1	0	0	2	17
	2025	17	5	0	0	0	0	22
Missouri	**2023**	33	6	1	0	0	4	34
	2024	34	2	1	0	0	1	34
	2025	34	5	0	1	0	4	34
Montana	**2023**	9	2	0	0	0	1	10
	2024	10	2	0	0	0	2	10
	2025	10	1	2	0	0	1	8
Nebraska	**2023**	9	1	0	0	0	2	8
	2024	8	2	0	0	0	3	7
	2025	7	2	0	0	0	2	7
Nevada	**2023**	17	3	0	0	0	2	18
	2024	18	1	1	0	0	3	15
	2025	15	3	0	0	0	2	16
New Hampshire	**2023**	3	0	0	0	0	1	2
	2024	2	2	0	0	0	2	2
	2025	2	1	0	0	0	1	2
New Jersey	**2023**	21	3	0	1	0	1	22
	2024	22	2	0	0	0	1	23
	2025	23	1	0	0	0	1	23
New Mexico	**2023**	12	3	0	0	0	0	15
	2024	15	0	0	0	0	2	13

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2025	13	0	0	0	0	5	8
New York	**2023**	64	4	2	0	0	3	63
	2024	63	14	0	0	0	3	74
	2025	74	3	2	2	0	6	67
North Carolina	**2023**	80	7	1	1	0	7	78
	2024	78	8	0	0	0	7	79
	2025	79	9	2	1	0	14	71
North Dakota	**2023**	7	1	0	0	0	1	7
	2024	7	0	0	0	0	1	6
	2025	6	2	1	0	0	1	6
Ohio	**2023**	82	9	1	0	0	8	82
	2024	82	5	0	0	0	10	77
	2025	77	15	2	0	0	12	78
Oklahoma	**2023**	27	5	0	0	0	4	28
	2024	28	4	2	1	0	3	26
	2025	26	2	1	0	0	4	23
Oregon	**2023**	16	5	0	0	0	2	19
	2024	19	1	0	0	0	3	17
	2025	17	3	0	0	0	1	19
Pennsyl-vania	**2023**	44	6	0	0	0	6	44
	2024	44	10	0	0	0	5	49
	2025	49	6	4	0	0	10	41
Puerto Rico	**2023**	14	0	0	0	0	1	13
	2024	13	0	0	0	0	0	13
	2025	13	3	3	0	0	1	12
Rhode Island	**2023**	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
South Carolina	**2023**	33	5	0	0	0	1	37
	2024	37	6	0	0	0	6	37
	2025	37	2	0	0	0	2	37
South Dakota	**2023**	6	5	0	0	0	1	10
	2024	10	2	0	0	0	2	10

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2025	10	1	1	0	0	2	8
Tennessee	**2023**	49	8	1	0	0	4	52
	2024	52	5	0	0	0	8	49
	2025	49	6	2	0	0	11	42
Texas	**2023**	199	30	0	0	0	25	204
	2024	204	19	3	1	0	20	199
	2025	199	17	3	0	0	14	199
Utah	**2023**	26	3	0	0	0	4	25
	2024	25	6	0	0	0	5	26
	2025	26	4	0	0	0	2	28
Vermont	**2023**	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	1	0	0	0	1	5
Virginia	**2023**	51	6	0	0	0	4	53
	2024	53	8	1	0	0	10	50
	2025	50	6	1	0	0	5	50
Washing-ton	**2023**	37	5	0	0	0	7	35
	2024	35	1	1	0	0	3	32
	2025	32	5	2	0	0	5	30
West Virginia	**2023**	6	3	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	1	0	0	0	2	8
Wisconsin	**2023**	63	9	0	0	0	4	68
	2024	68	4	0	0	0	11	61
	2025	61	6	2	0	0	6	59
Wyoming	**2023**	6	2	0	0	0	1	7
	2024	7	1	0	0	0	1	7
	2025	7	0	0	0	0	0	7
Totals	**2023**	1809	252	17	5	0	198	1841
	2024	1841	225	21	6	0	228	1811
	2025	1811	211	59	9	0	213	1741

Notes:

(1) All numbers are as of the fiscal year end. Each fiscal year ends on December 31.

Table 4
Status of Company-Owned Outlets
For years 2023, 2024, and 2025

State (Note 1)	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
New Jersey	**2023**	0	1	0	0	0	1
	2024	1	3	0	0	0	4
	2025	4	0	0	4	0	0
Ohio	**2023**	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	1	0	0
Pennsylvania	**2023**	5	4	0	0	0	9
	2024	9	5	0	0	1	13
	2025	13	0	0	11	2	0
Totals	**2023**	6	5	0	0	0	11
	2024	11	8	0	0	1	18
	2025	18	0	0	16	2	0

Notes:

(1) States not listed did not have any outlets or distributorships.

Table 5
Projected Openings As Of December 31, 2025 for 2026 (Note 1)

State	Distributorship Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Alabama		5	
Alaska		1	
Arizona		6	
Arkansas		4	
California		14	
Connecticut		5	
Colorado		5	
Delaware		3	
District of Columbia		1	
Florida		10	
Georgia		6	

State	Distributorship Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Hawaii		1	
Idaho		2	
Illinois		6	
Indiana		5	
Iowa		3	
Kansas		3	
Kentucky		2	
Louisiana		5	
Maine		5	
Maryland		5	
Massachusetts		6	
Michigan		8	
Minnesota		5	
Mississippi		4	
Missouri		4	
Montana		3	
Nebraska		3	
Nevada	1	4	
New Hampshire		4	
New Jersey		5	
New Mexico		3	
New York		6	
North Carolina		8	
North Dakota	1	3	
Ohio		8	
Oklahoma		6	
Oregon		5	
Pennsylvania		8	0
Puerto Rico	1	1	
Rhode Island		3	
South Carolina		6	
South Dakota		2	
Tennessee		6	
Texas		18	
Utah		3	
Vermont		4	
Virginia		6	
Washington		6	
West Virginia		3	
Wisconsin		8	
Wyoming		4	
Total	3	260	0

0Notes:

(1) For the fiscal year beginning January 1, 2026.

Attached as Appendix B is a list of the addresses and telephone numbers of our Active Distributors that are required to be disclosed under this Item. Attached as Appendix C is a list containing the name, city and

state, and current business telephone number or last known home telephone number of every Distributor whose Matco Distributorship has, within the one-year period immediately preceding December 31, 2025, been terminated, canceled, not renewed, or who has, during the same period, otherwise voluntarily or involuntarily ceased to do business as a Matco Distributor, or who has not communicated with Matco during the ten-week period preceding the date of this Disclosure Document. (Matco's record of "no communication" indicates Distributors for whom there have been no purchases from Matco during the six-week period ended December 31, 2025.) If you buy a Matco Distributorship, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current or former Distributors sign provisions restricting their ability to speak openly about their experience with Matco. During the last three fiscal years, Matco has signed 111 confidentiality agreements with former Distributors as part of settlement agreements in conjunction with the conclusion and resolution of a dispute. You may wish to speak with current and former Distributors, but be aware that not all such Distributors will be able to communicate with you.

Matco has established the MDAC system, which consists of voluntary Matco Distributor Advisory Councils in different districts and regions. MDACs are designed to foster and facilitate an exchange of ideas between Matco and the Distributors. (See Item 11 above). As of the date of this Disclosure Document, Matco is not aware of any formal Matco Distributor associations that have been formed and have requested that Matco include them in this Disclosure Document. Matco is aware that one former Distributor claims to have started a group called "Matco Tools Distributor's Association," but the purported group has not requested inclusion in this Disclosure Document nor is Matco knowledgeable of (if any) members, organization, or contact information. Other than MDACs previously noted, as of the date of this Disclosure Document, there are no Matco Distributor associations in existence regardless of whether or not they use our trademark.

Matco currently has a policy under which it may offer a free toolbox with a total price of $19,300, for the first successful referral of a prospect who becomes a Matco Distributor after the referral, with additional amounts of free tools or toolboxes for subsequent successful referrals in a 12-month period. Matco may modify or eliminate this incentive policy from time to time. Washington distributors who receive financial incentives to refer franchise prospects to Matco may be required to register as franchise brokers under the laws of Washington State.

(21) FINANCIAL STATEMENTS

Attached as Appendix A are:

The audited financial statement of Vontier Corporation, which includes the company's consolidated balance sheet as of December 31, 2025 and December 31, 2024, and the related consolidated statement of earnings, comprehensive income, changes in equity and cash flows for the period ended December 31, 2025, December 31, 2024, and December 31, 2023, and the related notes to the consolidated financial statement.

Vontier will guarantee our obligations under the Distributorship Agreement. A copy of the guarantee is attached at Appendix O to this Disclosure Document.

On March 31, 2026, Vontier filed a form 8-K with the SEC to reflect a new term loan. The form 8-K is included following the financial statements in Appendix A.

(22) CONTRACTS

Attached to this Disclosure Document as Appendix D is the Matco Tools Distributorship Agreement, with the following exhibits attached thereto:

Exhibit A	List of Calls Acknowledgment
Exhibit B	Initial Investment Reserve Acknowledgement
Exhibit C	Installment Promissory Note for Standard Initial Financing Program
Exhibit D	Security Agreement
Exhibit E	Distributor's Purchase-Security Agreement Credit Assignment Agreement
Exhibit F	Addendum and Guaranty to Distributor's Purchase-Security Agreement Credit Assignment Agreement
Exhibit G	Purchase Money Security Agreement
Exhibit H	Purchase Money Security – Master Agreement
Exhibit I	End User's Credit Application Subject to Matco Tools/P.S.A. Credit Approval
Exhibit J	Distributor's Purchase Security Agreement Recourse Credit Assignment Agreement
Exhibit K-1	Purchase Money Security Agreement – Tech Assured
Exhibit K-2	Purchase Money Security Agreement – Tech Advantage
Exhibit L	Line of Credit Agreement and Promissory Note
Exhibit M	Assignment, Assumption, and Consent Agreement
Exhibit N	Guarantee, Indemnification, and Acknowledgment
Exhibit O	Matco Distributor Business System Software License, Maintenance and Support Agreement and Information Form
Exhibit P	Owner Designation
Exhibit Q	Matco Tools Web Page Agreement
Exhibit R	Payment Program Authorization
Exhibit S-1	Promissory Note for Mobile Store Upgrade Financing Program
Exhibit S-2	Security Agreement for Mobile Store Upgrade Financing Program

Attached to this Disclosure Document are the following other contracts and acknowledgements:

Appendix E-1:	Distributor Disclosure Questionnaire
Appendix E-2:	Acknowledgment Regarding Ownership of Distributorship in Individual Capacity
Appendix I:	Confidentiality and Non-Disclosure Agreement
Appendix J:	Mutual Release Agreement
Appendix K:	List of Calls Acknowledgment
Appendix L:	Matco 225 Amendments
Appendix M:	Conversion Incentive Amendments
Appendix N:	Renewal Addendum
Appendix P:	Enhanced Territory Distributorship Amendment (Signing a Successor Agreement)
Appendix Q:	Enhanced Territory Distributorship Amendment (Not Signing a Successor Agreement)
Appendix R:	Distributor Expense Worksheet

(23) RECEIPTS

The last page of this Disclosure Document is a detachable acknowledgement of receipt.

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX A: FINANCIAL STATEMENTS

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

VONTIER CORPORATION AND SUBSIDIARIES
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

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Report of Management on Vontier Corporation's Internal Control Over Financial Reporting

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. Internal control over financial reporting is defined in Rules 13a-15(f) and 15d-15(f) promulgated under the Securities Exchange Act of 1934.

The Company's management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2025. In making this assessment, the Company's management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in "Internal Control-Integrated Framework" (2013 framework). Based on this assessment, management concluded that, as of December 31, 2025, the Company's internal control over financial reporting is effective.

The Company's independent registered public accounting firm has issued an audit report on the effectiveness of the Company's internal control over financial reporting. This report dated February 12, 2026 appears on page 43 of this Form 10-K.

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Vontier Corporation

Opinion on Internal Control Over Financial Reporting

We have audited Vontier Corporation and subsidiaries' internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Vontier Corporation and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2025 and 2024, the related consolidated statements of earnings and comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2025, and the related notes and financial statement schedule listed in the index at Item 15(a) and our report dated February 12, 2026 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Report of Management on Vontier Corporation's Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Raleigh, North Carolina
February 12, 2026

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Vontier Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Vontier Corporation and subsidiaries (the Company) as of December 31, 2025 and 2024, the related consolidated statements of earnings and comprehensive income, changes in equity and cash flows for each of the three years in the period ended December 31, 2025, and the related notes and financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 12, 2026 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Allowance for credit losses of commercial purchase security agreements

Description of the Matter

As described in Note 4 to the consolidated financial statements, the Company's financing receivables portfolio and the associated allowance for credit losses for commercial purchase security agreements, were $338.9 million and $37.1 million as of December 31, 2025, respectively. As disclosed in Note 2 to the consolidated financial statements, the Company estimates the allowance for credit losses for financing receivables based on numerous quantitative and qualitative factors reflecting management's estimate of collectability over the remaining contractual life of the financing receivables.

Auditing the Company's allowance for credit losses was challenging in that it requires significant judgment about the severity of credit losses, including the risk profile of each underlying receivable and expectations regarding the impact of current and future economic conditions on the creditworthiness of its customers.

How we Addressed the Matter in our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of management's controls over the allowance for credit losses including controls over the completeness and accuracy of underlying data.

To test the allowance for credit losses, our audit procedures included, among others, evaluating the methods and assumptions used by management, including comparing actual losses incurred to management's historical estimates, evaluating external economic and industry trends and evaluating the overall composition of the financing receivables portfolio.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2019.

Raleigh, North Carolina
February 12, 2026

VONTIER CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in millions, except per share amounts)

	December 31,	
	2025	2024
ASSETS		
Current assets:		
Cash and cash equivalents	$ 492.2	$ 356.4
Accounts receivable, less allowance for credit losses of $33.6 million and $34.9 million as of December 31, 2025 and 2024, respectively	527.4	526.1
Inventories	326.5	337.8
Prepaid expenses and other current assets	145.7	149.7
Total current assets	1,491.8	1,370.0
Property, plant and equipment, net	129.5	120.2
Operating lease right-of-use assets	34.4	46.8
Long-term financing receivables, less allowance for credit losses of $31.7 million and $32.2 million as of December 31, 2025 and 2024, respectively	285.0	291.7
Other intangible assets, net	412.4	486.5
Goodwill	1,757.6	1,726.0
Other assets	258.1	269.3
Total assets	$ 4,368.8	$ 4,310.5
LIABILITIES AND EQUITY		
Current liabilities:		
Short-term borrowings and current portion of long-term debt	$ 502.2	$ 52.3
Trade accounts payable	361.6	378.1
Current operating lease liabilities	14.3	16.3
Accrued expenses and other current liabilities	410.4	462.5
Total current liabilities	1,288.5	909.2
Long-term operating lease liabilities	24.8	36.6
Long-term debt	1,594.2	2,092.0
Other long-term liabilities	210.1	212.8
Total liabilities	3,117.6	3,250.6
Commitments and Contingencies (Note 17)		
Equity:		
Preferred stock, 15.0 million shares authorized; no par value; no shares issued and outstanding	—	—
Common stock, 2.0 billion shares authorized; $0.0001 par value; 173.0 million and 172.1 million shares issued, and 142.2 million and 149.3 million outstanding as of December 31, 2025 and 2024, respectively	—	—
Treasury stock, at cost, 30.8 million and 22.8 million shares as of December 31, 2025 and 2024, respectively	(929.8)	(627.0)
Additional paid-in capital	111.7	83.0
Retained earnings	1,930.5	1,539.1
Accumulated other comprehensive income	131.8	56.0
Total Vontier stockholders' equity	1,244.2	1,051.1
Noncontrolling interests	7.0	8.8
Total equity	1,251.2	1,059.9
Total liabilities and equity	$ 4,368.8	$ 4,310.5

See the accompanying Notes to the Consolidated Financial Statements.

VONTIER CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EARNINGS AND COMPREHENSIVE INCOME
(in millions, except per share amounts)

	Year Ended December 31,		
	2025	2024	2023
Sales of products	$ 2,754.9	$ 2,668.4	$ 2,778.1
Sales of services	320.7	310.6	317.1
Total sales	3,075.6	2,979.0	3,095.2
Operating costs and expenses:			
Cost of product sales, excluding amortization of acquisition-related intangible assets	(1,408.3)	(1,354.9)	(1,451.0)
Cost of service sales, excluding amortization of acquisition-related intangible assets	(216.5)	(200.0)	(213.0)
Selling, general and administrative expenses	(639.4)	(629.7)	(643.1)
Research and development expenses	(175.7)	(177.7)	(163.5)
Amortization of acquisition-related intangible assets	(74.1)	(79.7)	(81.2)
Operating profit	561.6	537.0	543.4
Non-operating income (expense), net:			
Interest expense, net	(59.8)	(74.7)	(93.7)
Gain on sale of businesses	3.5	37.2	34.4
Other non-operating income (expense), net	2.9	(1.9)	(0.6)
Earnings before income taxes	508.2	497.6	483.5
Provision for income taxes	(102.1)	(75.4)	(106.6)
Net earnings	$ 406.1	$ 422.2	$ 376.9
Net earnings per share:			
Basic	$ 2.77	$ 2.76	$ 2.43
Diluted	$ 2.76	$ 2.75	$ 2.42
Weighted average shares outstanding:			
Basic	146.7	152.8	155.1
Diluted	147.4	153.8	156.0
Net earnings	$ 406.1	$ 422.2	$ 376.9
Other comprehensive income (loss), net of income taxes:			
Foreign currency translation adjustments	75.8	(49.6)	(1.3)
Other adjustments	—	0.7	0.1
Total other comprehensive income (loss), net of income taxes	75.8	(48.9)	(1.2)
Comprehensive income	$ 481.9	$ 373.3	$ 375.7

See the accompanying Notes to the Consolidated Financial Statements.

VONTIER CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(in millions, except per share amounts)

	Common Stock		Treasury Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income	Noncontrolling Interests	Total
	Shares	Amount	Shares	Amount					
Balance, December 31, 2022	169.7	$ —	13.7	$ (328.0)	$ 27.6	$ 770.8	$ 106.1	$ 3.0	$ 579.5
Net earnings	—	—	—	—	—	376.9	—	—	376.9
Dividends on common stock ($0.10 per share)	—	—	—	—	—	(15.6)	—	—	(15.6)
Other comprehensive loss, net of income taxes	—	—	—	—	—	—	(1.2)	—	(1.2)
Stock-based compensation expense	—	—	—	—	27.4	—	—	4.1	31.5
Common stock-based award activity, net of shares for tax withholding	1.1	—	—	—	2.2	—	—	—	2.2
Purchase of treasury stock	—	—	2.8	(75.4)	—	—	—	—	(75.4)
Change in noncontrolling interests and other	—	—	—	—	(0.4)	—	—	(1.9)	(2.3)
Balance, December 31, 2023	170.8	—	16.5	(403.4)	56.8	1,132.1	104.9	5.2	895.6
Net earnings	—	—	—	—	—	422.2	—	—	422.2
Dividends on common stock ($0.10 per share)	—	—	—	—	—	(15.2)	—	—	(15.2)
Other comprehensive loss, net of income taxes	—	—	—	—	—	—	(48.9)	—	(48.9)
Stock-based compensation expense	—	—	—	—	27.4	—	—	4.2	31.6
Common stock-based award activity, net of shares for tax withholding	1.3	—	—	—	4.9	—	—	—	4.9
Purchase of treasury stock	—	—	6.3	(223.6)	(2.5)	—	—	—	(226.1)
Change in noncontrolling interests and other	—	—	—	—	(3.6)	—	—	(0.6)	(4.2)
Balance, December 31, 2024	172.1	—	22.8	(627.0)	83.0	1,539.1	56.0	8.8	1,059.9
Net earnings	—	—	—	—	—	406.1	—	—	406.1
Dividends on common stock ($0.10 per share)	—	—	—	—	—	(14.7)	—	—	(14.7)
Other comprehensive income, net of income taxes	—	—	—	—	—	—	75.8	—	75.8
Stock-based compensation expense	—	—	—	—	28.8	—	—	1.3	30.1
Common stock-based award activity, net of shares for tax withholding	0.9	—	—	—	0.8	—	—	—	0.8
Purchase of treasury stock	—	—	8.0	(302.8)	—	—	—	—	(302.8)
Change in noncontrolling interests and other	—	—	—	—	(0.9)	—	—	(3.1)	(4.0)
Balance, December 31, 2025	173.0	$ —	30.8	$ (929.8)	$ 111.7	$ 1,930.5	$ 131.8	$ 7.0	$ 1,251.2

See the accompanying Notes to the Consolidated Financial Statements.

VONTIER CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)

	Year Ended December 31,		
	2025	**2024**	**2023**
Cash flows from operating activities:			
Net earnings	$ 406.1	$ 422.2	$ 376.9
Non-cash items:			
Depreciation expense	51.1	47.4	43.8
Amortization of acquisition-related intangible assets	74.1	79.7	81.2
Stock-based compensation expense	30.1	31.6	31.5
Gain on sale of businesses	(3.5)	(37.2)	(34.4)
Change in deferred income taxes	2.8	(32.8)	(47.3)
Other non-cash items	6.8	3.3	3.4
Change in accounts receivable, net	(132.0)	(203.9)	(148.1)
Change in inventories	10.9	(48.5)	48.9
Change in long-term financing receivables, net	142.4	147.9	141.2
Change in trade accounts payable	(24.3)	14.9	(66.8)
Change in other operating assets and liabilities	(53.5)	2.9	24.7
Net cash provided by operating activities	511.0	427.5	455.0
Cash flows from investing activities:			
Proceeds from sale of businesses, net of cash provided	50.4	68.4	107.5
Cash paid for acquisitions	(10.9)	—	—
Payments for additions to property, plant and equipment	(69.9)	(82.7)	(60.1)
Proceeds from sale of property, plant and equipment	0.4	5.6	4.5
Cash paid for equity investments	(1.8)	(2.9)	(3.0)
Proceeds from sale of equity investments	11.1	0.2	20.4
Net cash (used in) provided by investing activities	(20.7)	(11.4)	69.3
Cash flows from financing activities:			
Proceeds from issuance of long-term debt	83.3	—	—
Repayment of long-term debt	(133.3)	(150.0)	(300.0)
Net proceeds from (repayments of) short-term borrowings	0.2	(4.5)	1.9
Payments for debt issuance costs	(2.3)	—	—
Payments of common stock cash dividend	(14.7)	(15.2)	(15.5)
Purchases of treasury stock	(300.2)	(224.7)	(74.7)
Proceeds from stock option exercises	10.0	17.0	10.4
Other financing activities	(14.3)	(14.9)	(9.9)
Net cash used in financing activities	(371.3)	(392.3)	(387.8)
Effect of exchange rate changes on cash and cash equivalents	16.8	(8.3)	(0.1)
Net change in cash and cash equivalents	135.8	15.5	136.4
Beginning balance of cash and cash equivalents	356.4	340.9	204.5
Ending balance of cash and cash equivalents	$ 492.2	$ 356.4	$ 340.9

See the accompanying Notes to the Consolidated Financial Statements.

VONTIER CORPORATION AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. BUSINESS OVERVIEW

Nature of Business

Vontier Corporation ("Vontier" or the "Company") is a global industrial technology company uniting productivity, automation and multi-energy technologies to meet the needs of a rapidly evolving, more connected mobility ecosystem. The Company operates through three reportable segments which align to the Company's three operating segments: (i) Mobility Technologies, which provides digitally enabled equipment and solutions to support efficient operations across the mobility ecosystem, including point-of-sale and payment systems, workflow automation solutions, telematics, data analytics, software platform for electric vehicle charging networks, and integrated solutions for alternative fuel dispensing; (ii) Repair Solutions, which manufactures and distributes aftermarket vehicle repair tools, toolboxes, automotive diagnostic equipment and software through a network of mobile franchisees; and (iii) Environmental & Fueling Solutions, which provides environmental and fueling hardware and software, and aftermarket solutions for global fueling infrastructure.

Vontier Corporation was incorporated in 2019 in connection with the separation of Vontier from Fortive Corporation ("Fortive" or "Former Parent") on October 9, 2020, as an independent company (the "Separation").

NOTE 2. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying Consolidated Financial Statements present the Company's historical financial position, results of operations, changes in equity and cash flows in accordance with generally accepted accounting principles in the United States of America ("GAAP").

The Consolidated Financial Statements include all accounts of Vontier and its subsidiaries. All intercompany balances and transactions have been eliminated upon consolidation. The Consolidated Financial Statements also reflect the impact of noncontrolling interests. Noncontrolling interests do not have a significant impact on the Company's consolidated results of operations, therefore, net earnings and net earnings per share attributable to noncontrolling interests are not presented separately in the Company's Consolidated Statements of Earnings and Comprehensive Income. Net earnings attributable to noncontrolling interests have been reflected in selling, general and administrative expenses ("SG&A") and were insignificant in all periods presented.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. The Company bases these estimates on historical experience, the current economic environment and on various other assumptions that are believed to be reasonable under the circumstances. However, uncertainties associated with these estimates exist and actual results may differ from these estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less at the date of purchase to be cash equivalents. Cash equivalents are valued at cost, plus accrued interest, which approximates fair value due to the short-term maturity of these instruments.

Accounts and Financing Receivables and Allowances for Credit Losses

All trade accounts and financing receivables are reported in the accompanying Consolidated Balance Sheets net of allowances for credit losses. The allowances for credit losses represent management's best estimate of the credit losses expected from trade accounts and financing receivables portfolios. Determination of the allowances requires management to exercise judgment about the timing, frequency and severity of credit losses that could materially affect the provision for credit losses and, therefore, net earnings. The Company regularly performs detailed reviews of its portfolios to determine if an impairment has occurred and evaluate the collectability of receivables based on a combination of financial and qualitative factors that may affect customers' ability to pay, including customers' financial condition, collateral, debt-servicing ability, past payment experience and credit bureau information. In circumstances where the Company is aware of a specific customer's inability to meet its financial obligations, a specific reserve is recorded against amounts due to reduce the recognized receivable to the amount reasonably expected to be collected.

Additions to the allowances for credit losses are charged to current period earnings and amounts determined to be uncollectible are charged directly against the allowances. If the financial condition of the Company's customers were to deteriorate, resulting in an impairment of their ability to make payments, additional reserves would be required. The Company does not believe that trade accounts and financing receivables represent significant concentrations of credit risk because of the diversified portfolio of individual customers and geographical areas. Expense associated with credit losses was $52.4 million, $51.2 million and $42.5 million for the years ended December 31, 2025, 2024 and 2023, respectively.

Financing Receivables

The Company estimates its allowance to reflect expected credit losses over the remaining contractual life of the asset. Assets with similar risk characteristics are pooled for this measurement based on attributes which includes asset type, duration, and/or credit risk rating. The future expected losses of each pool are estimated based on numerous quantitative and qualitative factors reflecting management's estimate of collectability over the remaining contractual life of the pooled assets, including:

- portfolio duration;
- historical, current, and forecasted future loss experience by asset type;
- historical, current, and forecasted delinquency and write-off trends;
- historical, current, and forecasted economic conditions; and
- historical, current, and forecasted credit risk.

Inventories

Inventories include the costs of material, labor and overhead and are stated at the lower of cost or net realizable value using the first-in, first-out ("FIFO") method. The net realizable value of inventory, which is the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation, is estimated based on assumptions of future demand and related pricing.

Property, Plant and Equipment

Property, plant and equipment are carried at cost. Provisions for depreciation have been computed principally by the straight-line method based on the estimated useful lives of the depreciable assets which are generally as follows:

Category	Useful Life
Buildings	30 years
Capitalized software	3 – 5 years
Leased assets and leasehold improvements	Amortized over the lesser of the economic life of the asset or the term of the lease
Machinery, equipment and other	3 – 10 years

Estimated useful lives are periodically reviewed and, when appropriate, changes to estimates are made prospectively.

Capitalized Software

Costs associated with software developed or obtained for internal-use are capitalized during the application development stage of the project and are presented in Property, plant and equipment, net on the Consolidated Balance Sheets. Costs incurred during the preliminary project and post-implementation stages are expensed as incurred.

Other Assets

Other assets principally include contract assets, deferred tax assets and other investments.

Fair Value

Accounting standards define fair value based on an exit price model, establish a framework for measuring fair value for assets and liabilities required to be carried at fair value and provide for certain disclosures related to the valuation methods used within the valuation hierarchy as established within the accounting standards. This hierarchy prioritizes the inputs into three broad levels as follows:

- Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2 inputs are quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets in markets that are not active, or other observable characteristics for the asset or liability, including interest rates, yield curves and credit risks, or inputs that are derived principally from, or corroborated by, observable market data through correlation.

- Level 3 inputs are unobservable inputs based on our assumptions.

A financial asset or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Financial instruments consist primarily of trade accounts receivable, financing receivables, obligations under trade accounts payable and short and long-term debt. Due to their short-term nature, the carrying values for trade accounts receivable, trade accounts payable and short-term debt approximate fair value.

Certain assets and liabilities are carried on the accompanying Consolidated Balance Sheets at cost and are not remeasured to fair value on a recurring basis. These assets include finite-lived intangible assets, which are tested when a triggering event occurs, and goodwill and identifiable indefinite-lived intangible assets, which are tested for impairment at least annually as of the first day of the fourth quarter or more frequently if events and circumstances indicate that the asset may not be recoverable.

As of December 31, 2025, assets carried on the balance sheet and not remeasured to fair value on a recurring basis were $1.8 billion of goodwill and $412.4 million of identifiable intangible assets, net.

Refer to Note 10. Financing for the fair value of the Company's long-term debt.

Goodwill and Other Intangible Assets

Goodwill arises from the purchase price for acquired businesses exceeding the fair value of tangible and intangible assets acquired less assumed liabilities. In accordance with accounting standards related to business combinations, neither goodwill nor indefinite-lived intangible assets are amortized; however, definite-lived identifiable intangible assets, primarily customer relationships, acquired technology and trade names, are amortized over their estimated useful lives. Refer to Note 7. Goodwill and Other Intangible Assets for additional information regarding our goodwill and other intangible assets.

The goodwill of each of the Company's reporting units is assessed for impairment at least annually as of the first day of the fourth quarter or more frequently if events and circumstances indicate that goodwill may not be recoverable. When evaluating for impairment, the Company may first perform a qualitative assessment to determine whether it is more likely than not that a reporting unit or indefinite-lived intangible asset is impaired. The Company's decision to perform a qualitative impairment assessment for an individual reporting unit or indefinite-lived intangible assets in a given year is influenced by a number of factors, inclusive of the size of the reporting unit's goodwill, the significance of the excess of the reporting unit's estimated fair value over carrying value at the last quantitative assessment date and the amount of time in between quantitative fair value assessments.

As part of the Company's 2025 annual impairment analysis, the Company elected to apply the qualitative goodwill impairment assessment guidance in ASC 350-20, *Goodwill*, for all three of the Company's reporting units as of the assessment date, or approximately $1.7 billion of goodwill as of the assessment date. Factors considered in the qualitative assessment include general macroeconomic conditions, industry and market conditions, cost factors, overall financial performance of the reporting units, events or changes affecting the composition or carrying value of the net assets of the reporting units, information related to market multiples of peer companies and other relevant entity specific events. Based on the assessment, the Company determined on the basis of the qualitative and quantitative factors that the fair values of the reporting units were more likely than not greater than their respective carrying values, and therefore, a quantitative test was not required.

If the Company does not perform a qualitative assessment, or if it determines that it is not more likely than not that the fair value of the reporting unit or indefinite-lived intangible asset exceeds its carrying amount, impairment is determined by using a quantitative approach. The Company identifies potential impairment by comparing the fair value of each reporting unit, determined using various valuation techniques, with the primary technique being a discounted cash flow analysis, to its carrying value. If the carrying amount of the reporting unit exceeds the fair value, an impairment loss is recognized.

Identified intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the related carrying amounts may not be recoverable. Determining whether an impairment loss occurred requires a comparison of the carrying amount to the sum of undiscounted cash flows expected to be generated by the asset. Intangible assets with indefinite lives are tested at least annually for impairment. In these analyses, management considers general macroeconomic conditions, industry and market conditions, cost factors, financial performance and other entity and asset specific events and may require management to make judgments and estimates about future revenues, expenses, market conditions and discount rates related to these assets.

No goodwill impairment charges were recorded during the years ended December 31, 2025, 2024 and 2023. The Company recognized an immaterial other intangible assets impairment charge during the year ended December 31, 2025. There were no other intangible assets impairment charges during the years ended December 31, 2024 and 2023.

Insurance Liabilities

The Company is self-insured for certain losses related to medical claims. The Company has stop-loss coverage to limit the exposure arising from medical claims. In addition, the Company has deductible-based insurance policies for certain other losses, including general liability, workers' compensation and automobile.

Debt Issuance Costs

Debt issuance costs relating to the Company's term loan and senior note facilities are recorded as a direct reduction of the carrying amount of the related debt. These costs are deferred and amortized to interest expense using the effective interest method, over the respective terms of the related debt.

Debt issuance costs relating to the Company's revolving credit facilities are recorded in Other assets on the Consolidated Balance Sheets. These costs are deferred and amortized to interest expense using the straight-line method over the respective terms of the related debt.

Revenue Recognition

The Company derives revenues from the sale of products and services.

Product sales include revenues from the sale of products and equipment, which also includes software-as-a-service ("SaaS") product offerings and interest income related to our financing receivables.

Service sales include revenues from extended warranties, customer support services, maintenance contracts or services, and services related to previously sold products.

Revenue is recognized when control over the promised products or services is transferred to the customer in an amount that reflects the consideration that the Company expects to receive in exchange for those products or services. In determining if control has transferred, the Company considers whether certain indicators of the transfer of control are present, such as the transfer of title, present right to payment, significant risks and rewards of ownership and customer acceptance when acceptance is not a formality.

To qualify for revenue recognition, the Company must have an enforceable contract with a customer that defines the goods or services to be transferred and the payment terms related to those goods or services. The Company assesses whether collection of substantially all consideration for the goods or services transferred is probable based on the customer's intent and ability to pay the promised consideration. This assessment requires judgment and considers financial and qualitative factors, including the customers' financial condition, collateral, debt-servicing ability, past payment experience and credit bureau information.

Variable consideration, including volume discounts, rebates and other short-term incentive programs, is estimated and included in the transaction price only to the extent it is probable that a significant reversal of cumulative revenue will not occur. Significant judgment is exercised in determining product returns, customer allowances and rebates, which are estimated based on historical experience and known trends.

Most of the Company's sales contracts contain standard terms and conditions. The Company evaluates contracts to identify distinct goods and services promised in the contract, the performance obligations. Sometimes this evaluation involves judgment to determine whether the goods or services are highly dependent on or highly interrelated with one another, or whether such goods or services significantly modify or customize one another. Certain customer arrangements, including our SaaS product offerings, include multiple performance obligations, typically hardware, installation, training, consulting, services and/or post contract support services ("PCS"). These elements are often delivered within the same reporting period, however, the Company's SaaS, PCS and other subscription-based and extended contracts may extend beyond one year. The Company allocates the contract transaction price to each performance obligation using the standalone selling price. Whenever possible, standalone selling price is based on observable prices and when such observable data is not available, the Company estimates standalone selling price using an approach designed to maximize the use of observable inputs in accordance with ASC 606. Allocating the transaction price to each performance obligation may require judgment.

The Company's principal terms of tangible product sales are FOB Shipping Point, or equivalent, and, as such, the Company primarily records revenue at a point-in-time upon shipment as the Company has transferred control to the customer at that point and our performance obligations are satisfied. The Company evaluates contracts with delivery terms other than FOB Shipping Point and recognizes revenue when the Company has transferred control and satisfied the performance obligations. If any significant obligation to the customer with respect to a sales transaction remains to be fulfilled following shipment, revenue recognition is deferred until such obligations have been fulfilled. Further, revenue related to separately priced extended warranty and product maintenance agreements is deferred when appropriate and recognized as revenue over the term of the agreement.

Revenue from SaaS product sales is recognized ratably over the contract term, beginning on the date the SaaS product is made available to the customer, reflecting the continuous transfer of access to the software. The Company's SaaS contracts are generally non-cancellable. Payments received prior to the transfer of services are recorded as deferred revenue and recognized over the service period.

Revenues associated with the Company's interest income related to financing receivables are recognized to approximate a constant effective yield over the contract term.

Shipping and Handling

Shipping and handling costs are included as a component of Cost of sales in the Consolidated Statements of Earnings and Comprehensive Income. Revenue derived from shipping and handling costs billed to customers is included in Sales in the Consolidated Statements of Earnings and Comprehensive Income.

Advertising

Advertising costs are expensed as incurred and are included as a component of Selling, general and administrative expenses in the Consolidated Statements of Earnings and Comprehensive Income.

Research and Development

The Company conducts research and development activities for the purpose of developing new products, enhancing the functionality, effectiveness, ease of use and reliability of existing products and expanding the applications for which uses of the Company's products are appropriate. Research and development costs are expensed as incurred.

Restructuring

The Company periodically initiates restructuring activities to appropriately position its cost base relative to prevailing economic conditions and associated customer demand as well as in connection with certain acquisitions. Costs associated with restructuring actions can include termination benefits and related charges in addition to facility closure, contract termination and other related activities, and are recorded when the associated liability is incurred. Refer to Note 16. Restructuring and Other Related Charges for additional information.

Foreign Currency Translation and Transactions

Exchange rate adjustments resulting from foreign currency transactions are recognized in Net earnings, whereas effects resulting from the translation of financial statements are reflected as a component of Accumulated other comprehensive income within equity. Assets and liabilities of subsidiaries operating outside the United States with a functional currency other than U.S. dollars are translated into U.S. dollars using year-end exchange rates and income statement accounts are translated at weighted average exchange rates. Net foreign currency transaction gains or losses were not material in any of the periods presented.

Accounting for Stock-Based Compensation

The Company accounts for stock-based compensation by measuring the cost of employee services received in exchange for all equity awards granted, including stock options, restricted stock units ("RSUs") and performance stock units ("PSUs"), based on the fair value of the award as of the grant date.

The fair value of each stock option issued was estimated on the date of the grant using the Black-Scholes option pricing model which incorporates the following assumptions to value stock-based awards:

Risk-free interest rate: The risk-free rate of interest for periods within the contractual life of the option is based on a zero-coupon U.S. government instrument whose maturity period equals or approximates the option's expected term.

Volatility: Since the Company does not have sufficient history to estimate the expected volatility of its common share price, expected volatility is based on a blended approach that uses the volatility of the Company's common stock for periods in which the Company has information and the volatility for selected reasonably similar publicly traded companies for periods in which the historical information is not available.

Dividend yield: The expected dividend yield is calculated by dividing our annualized dividend, based on the Company's history of declared dividends, by the Company's stock price on the grant date.

Expected years until exercise: The expected term of stock options granted is based on an estimate of when options will be exercised in the future. As the Company does not have sufficient history to estimate its expected term, the Company applied the simplified method of estimating the expected term of the options, as described in the SEC's Staff Accounting Bulletins 107 and 110. The expected term, calculated under the simplified method, is applied to all stock options which have similar contractual terms. Using this method, the expected term is determined using the average of the vesting period and the contractual life of the stock options granted.

The fair value of RSUs and PSUs with performance-based vesting conditions is calculated using the closing price of the Company's common stock on the date of grant less a discount due to the lack of participation in the Company's dividend by RSU holders. The fair value of PSUs with market-based vesting conditions is calculated using a Monte Carlo pricing model on the date of grant.

Stock-based compensation expense is recognized net of an estimated forfeiture rate on a straight-line basis over the requisite service period of the award, with the expense for PSUs with performance-based vesting conditions adjusted based on the likelihood of future achievement of the performance metrics.

Income Taxes

In accordance with GAAP, deferred tax assets and liabilities are determined based on the difference between the financial statement and tax basis of assets and liabilities using enacted rates expected to be in effect during the year in which the differences reverse. Deferred tax assets generally represent items that can be used as a tax deduction or credit in the Company's tax return in future years for which the tax benefit has already been reflected on the Consolidated Statements of Earnings and Comprehensive Income. Deferred tax liabilities generally represent items that have already been taken as a deduction on our tax return but have not yet been recognized as an expense in the Consolidated Statements of Earnings and Comprehensive Income. The effect on deferred tax assets and liabilities due to a change in tax rates is recognized in income tax expense in the period that includes the enactment date.

Deferred tax assets are reduced by a valuation allowance if, based on the weight of available evidence, it is more likely than not, a likelihood of more than 50 percent, that some portion or all of the deferred tax assets will not be realized. The Company evaluates the realizability of deferred tax assets for each of the jurisdictions in which it operates. The existence of cumulative pretax income in a particular jurisdiction in the three-year period including the current and prior two years, is generally viewed as positive evidence to conclude that the deferred tax assets will more likely than not be realizable and no valuation allowance is recognized, unless known or planned operating developments would lead management to conclude otherwise. The Company also considers a series of factors in the determination of whether the deferred tax assets can be realized, including historical operating results, known or planned operating developments, the period of time over which certain temporary differences will reverse, consideration of the utilization of certain deferred tax liabilities, tax law carryback capability in the particular country, and prudent and feasible tax planning strategies. After evaluation of these factors, if the deferred tax assets are expected to be realized within the tax carryforward period allowed for by that specific country, the Company would conclude that no valuation allowance would be required. To the extent that the deferred tax assets exceed the amount that is expected to be realized within the tax carryforward period for a particular jurisdiction, a valuation allowance is established.

Tax benefits from uncertain tax positions are recognized only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the Consolidated Financial Statements from such positions are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. Judgment is required in evaluating tax positions and determining income tax provisions. The Company reevaluates the technical merits of its tax positions and may recognize an uncertain tax benefit in certain circumstances, including when: (i) a tax audit is completed; (ii) applicable tax laws change, including a tax case ruling or legislative guidance; or (iii) the applicable statute of limitations expires. Potential accrued interest and penalties associated with unrecognized tax positions are recognized as a component of Provision for income taxes in the Consolidated Statements of Earnings and Comprehensive Income. Refer to Note 14. Income Taxes for additional information.

Pension and Other Postretirement Benefit Plans

Pension assets and obligations are measured to determine the funded status as of the end of the Company's fiscal year. An asset is recognized for an overfunded status or a liability is recognized for an underfunded status. Changes in the funded status of the pension plans are recognized in the year in which the changes occur and are reported in other comprehensive income. Refer to Note 11. Employee Benefit Plans for additional information.

Reclassifications

Certain prior year amounts have been reclassified to conform to the current year presentation.

Recently Adopted Accounting Standards

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures ("ASU 2023-09"), which requires consistent categories and greater disaggregation of information in the rate reconciliation and disaggregation of income taxes paid by jurisdiction. ASU 2023-09 is effective for the Company's annual financial statements for the year ended December 31, 2025. The Company has adopted ASU 2023-09 retrospectively and expanded its income tax disclosures in accordance with ASU 2023-09. Refer to Note 14. Income Taxes.

Recently Issued Accounting Standards Not Yet Adopted

In November 2024, the FASB issued ASU 2024-03, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses ("ASU 2024-03"), which requires disclosure of certain expense categories that are included within relevant income statement expense captions. ASU 2024-03 is effective for the Company's annual financial statements for the year ended December 31, 2027, and for its interim financial statements beginning with the first fiscal quarter of the year ended December 31, 2028, with early adoption permitted. ASU 2024-03 may be applied either prospectively or retrospectively. The Company is currently assessing the impact ASU 2024-03 will have on its consolidated financial statements.

In July 2025, the FASB issued ASU 2025-05, Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets ("ASU 2025-05"), which provides a practical expedient when estimating expected credit losses to assume that current conditions as of the balance sheet date do not change for the remaining life of current accounts receivable and contract assets. ASU 2025-05 is effective for the Company's interim and annual financial statements for the year ended December 31, 2026, with early adoption permitted. ASU 2025-05 must be applied prospectively. The Company plans to elect the practical expedient in ASU 2025-05 and does not currently expect it to have a material impact on its consolidated financial statements.

In September 2025, the FASB issued ASU 2025-06, Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software ("ASU 2025-06"), which amends when an entity begins capitalizing eligible software costs by removing references to project stages. Under ASU 2025-06, an entity will begin capitalizing software costs when management has authorized and committed to funding the software project and the software project has met the probable-to-complete recognition threshold. ASU 2025-06 is effective for the Company's interim and annual financial statements for the year ended December 31, 2028, with early adoption permitted. ASU 2025-06 may be applied prospectively, retrospectively or using a modified transition approach based on the status of the software project at adoption. The Company is currently assessing the impact ASU 2025-06 will have on its consolidated financial statements.

In December 2025, the FASB issued ASU 2025-11, Interim Reporting (Topic 270): Narrow-Scope Improvements, which clarifies interim disclosure requirements resulting in a comprehensive list of interim disclosures that are required by GAAP, and includes a disclosure principle that requires the disclosure of events since the end of the last annual reporting period that have a material impact on the Company. ASU 2025-11 is effective for the Company's interim financial statements beginning with the first fiscal quarter of the year ended December 31, 2028, with early adoption permitted. ASU 2025-11 may be applied either prospectively or retrospectively. The Company is currently assessing the impact ASU 2025-11 will have on its consolidated financial statements.

NOTE 3. ACQUISITIONS

The Company has completed a number of acquisitions that have been accounted for as a business combination and resulted in the recognition of goodwill in its financial statements. This goodwill arises because the purchase price for each acquired business reflects a number of factors including the complementary fit, the acceleration of its strategy, the synergies the business brings to existing operations, the future earnings and cash flow potential of the business, the potential to add other strategically complementary acquisitions to the acquired business, the scarce or unique nature of the business in its markets, the competition to acquire the business, the valuation of similar businesses in the marketplace (as reflected in a multiple of revenues, earnings or cash flows) and the avoidance of the time and costs which would be required (and the associated risks that would be encountered) to enhance the Company's existing offerings to key target markets and develop new and profitable businesses.

A preliminary purchase price allocation is made at the date of acquisition based on an initial understanding of the fair value of the consideration transferred, acquired assets and assumed liabilities. As additional information about these assets and liabilities is obtained, the estimates of fair value are refined and the preliminary purchase price allocation is adjusted during the applicable measurement period for items identified as of the acquisition date.

To determine the fair value of the acquired intangible assets, management utilized significant unobservable inputs (Level 3 in the fair value hierarchy) and was required to make judgments and estimates about future results such as revenues, margin, net working capital and other valuation assumptions such as useful lives, royalty rates, technology obsolescence, attrition rates and discount rates. Intangible assets consisting of technology and trade names were valued using a relief from royalty method or using a multi-period excess earnings method while customer relationships were valued using a multi-period excess earnings method. These assumptions are forward-looking and could be affected by future economic and market conditions.

The Company records contingent consideration liabilities related to potential payments to previous owners of acquired companies contingent on the achievement of certain revenue targets. The Company records a liability for contingent consideration in the purchase price for acquisitions at fair value on the acquisition date, and remeasures the liability at each reporting date, based on the Company's estimate of the expected probability of achievement of the contingency targets.

Acquisition-related costs are included in Selling, general and administrative expenses in the Consolidated Statements of Earnings and Comprehensive Income.

The following describes the Company's acquisition activity during the year ended December 31, 2025. The Company did not make any acquisitions during the years ended December 31, 2024 and 2023.

2025 Acquisition

On June 9, 2025, the Company acquired substantially all of the assets of Sergeant Sudz LLC ("Sergeant Sudz"), a provider of next-generation tunnel automation and smart motor control center technology for tunnel car wash operators in the United States, for $13.1 million. The preliminary purchase price allocation includes contingent consideration initially measured at $2.3 million, which can reach up to $3.0 million based on achieving certain revenue targets.

Acquisition-related costs related to the Sergeant Sudz acquisition were not material. The Company has not disclosed post-acquisition or pro forma revenue and earnings attributable to Sergeant Sudz as it did not have a material effect on the Company's results. Sergeant Sudz is presented in the Company's Mobility Technologies segment.

NOTE 4. FINANCING AND TRADE RECEIVABLES

Financing receivables are primarily comprised of commercial purchase security agreements originated between the Company's franchisees and technicians or independent shop owners that are assumed by the Company ("PSAs") and commercial loans to the Company's franchisees ("Franchisee Notes") in the Repair Solutions segment. The Company also has financing receivables in its Mobility Technologies and Environmental & Fueling Solutions segments which totaled $20.1 million and $14.4 million as of December 31, 2025 and 2024, respectively.

The following disclosures relate to the financing receivables in the Repair Solutions segment.

Repair Solutions Financing Receivables

PSAs are installment sales contracts originated between the franchisee and technicians or independent shop owners which enable these customers to purchase tools and equipment on an extended-term payment plan. PSA payment terms are generally up to five years. Upon origination, the Company assumes the PSA by crediting the franchisee's trade accounts receivable. As a result, originations of PSAs are non-cash transactions. The Company records PSAs at amortized cost.

Franchisee Notes have payment terms of up to 10 years and include financing to fund business startup costs including: (i) installment loans to franchisees used generally to finance inventory, equipment, and franchise fees; and (ii) lines of credit to finance working capital, including additional purchases of inventory.

Financing receivables are generally secured by the underlying tools and equipment financed.

Revenues associated with the Company's interest income related to financing receivables are recognized to approximate a constant effective yield over the contract term. Accrued interest is included in Accounts receivable, less allowance for credit losses on the Consolidated Balance Sheets and was insignificant as of December 31, 2025 and 2024.

Product sales to franchisees and the related financing income is included in Cash flows from operating activities in the accompanying Consolidated Statements of Cash Flows.

The components of financing receivables with payments due in less than twelve months that are presented in Accounts receivable, less allowance for credit losses on the Consolidated Balance Sheets were as follows:

($ in millions)	December 31, 2025	December 31, 2024
Gross current financing receivables:		
PSAs	$ 97.6	$ 98.6
Franchisee Notes	31.5	25.4
Current financing receivables, gross	$ 129.1	$ 124.0
Allowance for credit losses:		
PSAs	$ 10.5	$ 11.0
Franchisee Notes	9.0	8.0
Total allowance for credit losses	$ 19.5	$ 19.0
Net current financing receivables:		
PSAs, net	$ 87.1	$ 87.6
Franchisee Notes, net	22.5	17.4
Total current financing receivables, net	$ 109.6	$ 105.0

The components of Long-term financing receivables, less allowance for credit losses, which consists of financing receivables with payments due beyond one year, were as follows:

($ in millions)	December 31, 2025	December 31, 2024
Gross long-term financing receivables:		
PSAs	$ 241.3	$ 253.6
Franchisee Notes	60.9	62.8
Long-term financing receivables, gross	$ 302.2	$ 316.4
Allowance for credit losses:		
PSAs	$ 26.6	$ 27.2
Franchisee Notes	5.1	5.0
Total allowance for credit losses	$ 31.7	$ 32.2
Net long-term financing receivables:		
PSAs, net	$ 214.7	$ 226.4
Franchisee Notes, net	55.8	57.8
Total long-term financing receivables, net	$ 270.5	$ 284.2

Net deferred origination costs were insignificant as of December 31, 2025 and 2024. As of December 31, 2025 and 2024, the net unamortized discount on our financing receivables was $18.9 million and $18.5 million, respectively.

It is the Company's general practice to not engage in contract or loan modifications of existing arrangements for troubled debt restructurings. In limited instances, the Company may modify certain impaired receivables with customers in bankruptcy or other legal proceedings, or in the event of significant natural disasters. Restructured financing receivables as of December 31, 2025 and 2024 were insignificant.

Credit score and distributor tenure are the primary indicators of credit quality for the Company's financing receivables. Credit score is determined at the time of origination. Depending on the contract, payments for financing receivables are due on a monthly or weekly basis. Weekly payments are converted into a monthly equivalent for purposes of calculating delinquency. Delinquencies are assessed at the end of each month following the monthly equivalent due date and are considered delinquent once past due.

The amortized cost basis and current period gross write-offs of PSAs and Franchisee Notes by origination year as of and for the year ended December 31, 2025 is as follows:

($ in millions)	2025	2024	2023	2022	2021	Prior	Total
PSAs							
Credit Score:							
Less than 400	$ 7.2	$ 4.3	$ 3.5	$ 1.4	$ 0.6	$ 0.1	$ 17.1
400-599	22.4	15.8	7.4	3.0	1.0	0.2	49.8
600-799	49.5	31.5	16.7	6.3	2.1	0.4	106.5
800+	81.7	47.2	24.7	9.3	2.2	0.4	165.5
Total PSAs	$ 160.8	$ 98.8	$ 52.3	$ 20.0	$ 5.9	$ 1.1	$ 338.9
Franchisee Notes							
Active distributors	$ 24.6	$ 19.1	$ 9.6	$ 6.1	$ 4.3	$ 4.4	$ 68.1
Separated distributors	0.3	2.3	5.6	5.4	3.8	6.9	24.3
Total Franchisee Notes	$ 24.9	$ 21.4	$ 15.2	$ 11.5	$ 8.1	$ 11.3	$ 92.4
Current Period Gross Write-offs							
PSAs	$ 1.8	$ 17.6	$ 14.2	$ 6.2	$ 2.8	$ 1.4	$ 44.0
Franchisee Notes	—	0.3	1.2	1.6	1.4	2.6	7.1
Total current period gross write-offs	$ 1.8	$ 17.9	$ 15.4	$ 7.8	$ 4.2	$ 4.0	$ 51.1

Past Due

PSAs are considered past due when a contractual payment has not been made. If a customer is making payments on its account, interest will continue to accrue. The table below sets forth the aging of the Company's PSA balances as of:

($ in millions)	30-59 days past due	60-90 days past due	Greater than 90 days past due	Total past due	Total not considered past due	Total	Greater than 90 days past due and accruing interest
December 31, 2025	$ 3.6	$ 2.0	$ 7.7	$ 13.3	$ 325.6	$ 338.9	$ 7.7
December 31, 2024	3.7	1.9	7.9	13.5	338.7	352.2	7.9

Franchisee Notes are considered past due when payments have not been made for 21 days after the due date. Past due Franchisee Notes (where the franchisee had not yet separated) were insignificant as of December 31, 2025 and 2024.

Uncollectable Status

PSAs are deemed uncollectable and written off when they are both contractually delinquent and no payment has been received for 180 days.

Franchisee Notes are deemed uncollectable and written off after a distributor separates and no payments have been received for one year.

The Company stops accruing interest and other fees associated with financing receivables when (i) a customer is placed in uncollectable status and repossession efforts have begun; (ii) upon receipt of notification of bankruptcy; (iii) upon notification of the death of a customer; or (iv) other instances in which management concludes collectability is not reasonably assured.

Allowance for Credit Losses Related to Financing Receivables

The Company calculates the allowance for credit losses considering several factors, including the aging of its financing receivables, historical credit loss and portfolio delinquency experience and current economic conditions. The Company also evaluates financing receivables with identified exposures, such as customer defaults, bankruptcy or other events that make it unlikely it will recover the amounts owed to it. In calculating such reserves, the Company evaluates expected cash flows, including estimated proceeds from disposition of collateral, and calculates an estimate of the potential loss and the probability of loss. When a loss is considered probable on an individual financing receivable, a specific reserve is recorded.

The following is a rollforward of the PSAs and Franchisee Notes components of the Company's allowance for credit losses related to financing receivables as of December 31:

	2025			2024		
($ in millions)	PSAs	Franchisee Notes	Total	PSAs	Franchisee Notes	Total
Allowance for credit losses, beginning of year	$ 38.2	$ 13.0	$ 51.2	$ 41.5	$ 12.3	$ 53.8
Provision for credit losses	41.0	7.9	48.9	37.8	7.8	45.6
Write-offs	(44.0)	(7.1)	(51.1)	(42.9)	(7.2)	(50.1)
Recoveries of amounts previously charged off	1.9	0.3	2.2	1.8	0.1	1.9
Allowance for credit losses, end of year	$ 37.1	$ 14.1	$ 51.2	$ 38.2	$ 13.0	$ 51.2

Allowance for Credit Losses Related to Trade Accounts Receivables

The following is a rollforward of the allowance for credit losses related to the Company's trade accounts receivables, excluding financing receivables, and the Company's trade accounts receivable cost basis as of December 31:

($ in millions)	2025	2024
Cost basis of trade accounts receivable	$ 426.3	$ 430.1
Allowance for credit losses balance, beginning of year	15.9	15.6
Provision for credit losses	3.5	5.6
Write-offs	(5.8)	(4.5)
Foreign currency and other	0.5	(0.8)
Allowance for credit losses balance, end of year	14.1	15.9
Net trade accounts receivable balance	$ 412.2	$ 414.2

NOTE 5. INVENTORIES

The classes of inventory as of December 31 are summarized as follows:

($ in millions)	2025	2024
Finished goods	$ 147.0	$ 144.8
Work in process	25.7	20.8
Raw materials	153.8	172.2
Total	$ 326.5	$ 337.8

NOTE 6. PROPERTY, PLANT AND EQUIPMENT

The classes of property, plant and equipment as of December 31 are summarized as follows:

($ in millions)	2025	2024
Land and improvements	$ 4.4	$ 4.3
Buildings and leasehold improvements	74.3	68.0
Capitalized software	119.0	98.1
Machinery, equipment and other	221.8	217.3
Gross property, plant and equipment	419.5	387.7
Less: accumulated depreciation	(290.0)	(267.5)
Property, plant and equipment, net	$ 129.5	$ 120.2

No interest was capitalized related to capitalized expenditures during the years ended December 31, 2025, 2024 and 2023.

Depreciation expense related to property, plant and equipment was $26.3 million, $24.4 million and $23.2 million for the years ended December 31, 2025, 2024 and 2023, respectively.

NOTE 7. GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill

The changes in the carrying amount of goodwill by reportable segment are as follows:

($ in millions)	Mobility Technologies	Repair Solutions	Environmental & Fueling Solutions	Total
Balance, December 31, 2023	$ 1,204.0	$ 15.2	$ 523.2	$ 1,742.4
Foreign currency translation and other	(7.4)	—	(9.0)	(16.4)
Balance, December 31, 2024	1,196.6	15.2	514.2	1,726.0
Acquisitions	7.0	—	—	7.0
Divestitures	(20.0)	—	—	(20.0)
Foreign currency translation	17.2	—	27.4	44.6
Balance, December 31, 2025	$ 1,200.8	$ 15.2	$ 541.6	$ 1,757.6

Accumulated impairment charges, within the Mobility Technologies reportable segment, were $85.3 million as of December 31, 2025 and 2024.

Intangible Assets

Finite-lived intangible assets are generally amortized on a straight-line basis over the shorter of their legal or estimated useful lives. The following summarizes the gross carrying value and accumulated amortization for each major category of intangible asset as of December 31:

	2025			2024		
($ in millions)	Gross Amount	Accumulated Amortization	Net Amount	Gross Amount	Accumulated Amortization	Net Amount
Finite-lived intangibles:						
Customer relationships	$ 477.0	$ (294.7)	$ 182.3	$ 473.0	$ (253.0)	$ 220.0
Patents and technology	292.0	(185.6)	106.4	295.6	(156.8)	138.8
Trademarks and trade names	59.7	(25.3)	34.4	57.0	(20.0)	37.0
Total finite-lived intangibles	828.7	(505.6)	323.1	825.6	(429.8)	395.8
Indefinite-lived intangibles:						
Trademarks and trade names	89.3	—	89.3	90.7	—	90.7
Total intangibles	$ 918.0	$ (505.6)	$ 412.4	$ 916.3	$ (429.8)	$ 486.5

Based on the intangible assets recorded as of December 31, 2025, amortization expense is estimated to be as follows for the next five years and thereafter:

($ in millions)	
2026	$ 64.9
2027	54.5
2028	45.4
2029	44.4
2030	37.7
Thereafter	76.2
Total	$ 323.1

NOTE 8. ACCRUED EXPENSES AND OTHER LIABILITIES

Accrued expenses and other liabilities as of December 31 were as follows:

($ in millions)	2025		2024	
	Current	Long-term	Current	Long-term
Compensation, pension and post-retirement benefits	$ 114.0	$ 12.4	$ 102.6	$ 12.2
Claims, including self-insurance and litigation	32.2	81.6	26.7	86.7
Income and other taxes	24.2	20.7	60.6	20.0
Deferred revenue	102.3	57.8	139.2	58.9
Sales and product allowances	43.2	—	37.0	—
Warranty	25.5	12.5	27.4	11.6
Other	69.0	25.1	69.0	23.4
Total	$ 410.4	$ 210.1	$ 462.5	$ 212.8

Warranty Costs

Estimated warranty costs are generally accrued at the time of sale as a component of Cost of sales on the Consolidated Statements of Earnings and Comprehensive Income. In general, manufactured products are warrantied against defects in material and workmanship when properly used for their intended purpose, installed correctly and appropriately maintained. Warranty period terms depend on the nature of the product and range from 90 days up to the life of the product. The amount of the accrued warranty liability is determined based on historical information such as past experience, product failure rates or number of units repaired, estimated cost of material and labor, and in certain instances, estimated property damage. The accrued warranty liability is reviewed on a quarterly basis and may be adjusted as additional information regarding expected warranty costs becomes known.

The following is a rollforward of the accrued warranty liability:

($ in millions)	2025	2024
Accrual for warranties, beginning of year	$ 39.0	$ 43.0
Accruals for warranties issued during the year	32.8	37.3
Settlements made	(34.3)	(40.9)
Effect of foreign currency translation	0.5	(0.4)
Accrual for warranties, end of year	$ 38.0	$ 39.0

NOTE 9. LEASES

The Company determines if an arrangement is or contains a lease at inception. The Company has operating leases for office space, warehouses, distribution centers, research and development facilities, manufacturing locations, and certain equipment, primarily automobiles. For lease agreements with both lease and non-lease components, the Company has elected the practical expedient for all underlying asset classes to account for the lease and related non-lease component(s) as a single lease component. Many leases include one option to renew, some of which include options to extend the lease for up to 15 years, and some of which include options to terminate the leases within one year. Options to renew or terminate are included in the measurement of right-of-use assets and lease liabilities if it is determined they are reasonably certain to be exercised. The Company primarily uses its incremental borrowing rate as the discount rate for its leases, as the Company is generally unable to determine the interest rate implicit in the lease. Finance leases were immaterial for the years ended December 31, 2025, 2024 and 2023, respectively.

The Consolidated Financial Statements include the following amounts related to operating leases for the years ended December 31:

($ in millions)	2025	2024	2023
Consolidated Statements of Earnings and Comprehensive Income			
Operating lease cost	$ 25.1	$ 25.3	$ 23.9
Consolidated Statements of Cash Flows			
Cash paid for amounts included in the measurement of operating lease liabilities	24.1	24.0	23.6
Right-of-use assets obtained in exchange for operating lease obligations	5.0	15.5	16.4

Short-term and variable lease cost and sublease income were immaterial for the years ended December 31, 2025, 2024 and 2023, respectively.

The weighted average remaining lease term and weighted average discount rate of our operating leases were as follows as of December 31:

	2025	2024
Weighted average remaining lease term	3.4 years	4.0 years
Weighted average discount rate	5.4 %	5.3 %

The following table presents the maturity of the Company's operating lease liabilities as of December 31, 2025:

($ in millions)	
2026	$ 15.1
2027	12.5
2028	7.8
2029	3.1
2030	1.7
Thereafter	2.6
Total lease payments	42.8
Less: imputed interest	(3.7)
Total lease liabilities	$ 39.1

As of December 31, 2025, the Company had no material leases that had not yet commenced.

NOTE 10. FINANCING

The Company had the following debt outstanding as of December 31:

($ in millions)	2025	2024
Short-term borrowings:		
Short-term borrowings and bank overdrafts	$ 2.4	$ 2.3
Long-term debt:		
Three-Year Term Loans due 2028[a]	$ 500.0	$ 550.0
1.800% senior unsecured notes due 2026	500.0	500.0
2.400% senior unsecured notes due 2028	500.0	500.0
2.950% senior unsecured notes due 2031	600.0	600.0
Revolving Credit Facility due 2030	—	—
Total long-term debt	2,100.0	2,150.0
Less: current portion of long-term debt[a]	(499.8)	(50.0)
Less: discounts and debt issuance costs	(6.0)	(8.0)
Total long-term debt, net	$ 1,594.2	$ 2,092.0

[a] During February 2025, the Company repaid $50.0 million of the Three-Year Term Loans originally due 2025 and executed an amendment to extend the maturity date to February 2028. As of December 31, 2024, the Company classified $50.0 million and $500.0 million of the Three-Year Terms Loans originally due 2025 as a current liability and long-term liability, respectively, on the Consolidated Balance Sheets.

Debt issuance costs that have been netted against the aggregate principal amounts of the components of debt in the short-term borrowings section above are immaterial. Given the nature of the short-term borrowings, the carrying value approximates fair value as of December 31, 2025.

The Company made interest payments of $69.6 million, $75.6 million and $94.7 million during the years ended December 31, 2025, 2024 and 2023, respectively, related to the Company's long-term debt.

As of December 31, 2025, the contractual maturities of the Company's long-term debt were as follows:

($ in millions)	
2026	$ 500.0
2027	—
2028	1,000.0
2029	—
2030	—
Thereafter	600.0
Total principal payments	$ 2,100.0

Credit Facilities

Amendments

During February 2025, the Company executed an amendment to the Revolving Credit Facility, which extended the maturity date to February 2030 and removed the SOFR adjustment ("Revolving Credit Facility due 2030").

During February 2025, the Company executed an amendment to the Three-Year Term Loans originally due 2025 to extend the maturity date to February 2028 ("Three-Year Term Loans Due 2028"). As part of the amendment, the credit spread adjustment was removed and the ratings-based margin was reduced by 12.5 basis points.

The Company evaluated these amendments on a lender-by-lender basis and determined that certain lenders should be accounted for as a debt extinguishment and certain lenders should be accounted for as a debt modification. The Company recognized an immaterial loss on debt extinguishment related to the amendments during the year ended December 31, 2025. For the portion of the Term Loans considered to be extinguished and re-borrowed, the Company has presented offsetting constructive cash inflows and outflows of $83.3 million within financing activities on the Consolidated Statements of Cash Flows.

Second A&R Credit Agreement

During February 2025, the Company executed an amended and restated credit agreement (the "Second A&R Credit Agreement"), which consists of a $750.0 million Revolving Credit Facility. Two of the Company's wholly-owned subsidiaries are Guarantors under the Second A&R Credit Agreement.

The Second A&R Credit Agreement contains various affirmative and negative covenants, including financial reporting requirements and limitations on indebtedness, liens, mergers, consolidations, liquidations and dissolutions, sales of assets, dividends and other restricted payments, investments (including acquisitions) and transactions with affiliates. Certain affirmative covenants, including certain reporting requirements and requirements to establish cash dominion accounts with the administrative agent, are triggered by failing to maintain availability under the credit facility at or above specified thresholds or by the existence of an event of default under the facility.

The Second A&R Credit Agreement contains covenants which require a maximum consolidated leverage ratio of 3.75 to 1.0 and a minimum consolidated interest coverage ratio of 3.50 to 1.0.

The Second A&R Credit Agreement contains events of default customary for facilities of this nature, including, but not limited, to: (i) events of default resulting from the Borrowers' failure or the failure of any credit party to comply with covenants (including the above-referenced financial covenants during periods in which the financial covenants are tested); (ii) the occurrence of a change of control; (iii) the institution of insolvency or similar proceedings against the Borrowers or any credit party; and (iv) the occurrence of a default under any other material indebtedness the Borrowers or any guarantor may have. Upon the occurrence and during the continuation of an event of default, subject to the terms and conditions of the Second A&R Credit Agreement, the lenders will be able to declare any outstanding principal balance of the Credit Facility, together with accrued and unpaid interest, to be immediately due and payable and exercise other remedies, including remedies against the collateral, as more particularly specified in the Second A&R Credit Agreement. As of December 31, 2025, the Company was in compliance with its debt covenants under the Second A&R Credit Agreement.

Revolving Credit Facility

As of December 31, 2025, there were no borrowings outstanding and $750.0 million of borrowing capacity under the Revolving Credit Facility. The Revolving Credit Facility, which matures on February 12, 2030, bears interest at a variable rate equal to SOFR plus a ratings-based margin. The Revolving Credit Facility requires the Company to pay lenders a commitment fee for unused commitments of 0.110% to 0.300% based on a ratings grid.

Three-Year Term Loans Due 2028

The Three-Year Term Loans Due 2028, which mature on February 12, 2028, bear interest at a variable rate equal to SOFR plus a ratings-based margin which was 112.5 basis points as of December 31, 2025. The interest rate was 4.97% per annum as of December 31, 2025. As of December 31, 2025, there was no material difference between the carrying value and the estimated fair value of the debt outstanding.

Senior Unsecured Notes

On March 10, 2021, the Company completed the private placement of each of the following series of senior unsecured notes, which were subsequently registered with the U.S. Securities and Exchange Commission through a registered exchange offer that was completed during January 2022 (collectively, the "Registered Notes"):

- $500.0 million aggregate principal amount of senior notes due April 1, 2026 (the "2026 Notes") issued at 99.855% of their principal amount and bearing interest at the rate of 1.800% per year;
- $500.0 million aggregate principal amount of senior notes due April 1, 2028 (the "2028 Notes") issued at 99.703% of their principal amount and bearing interest at the rate of 2.400% per year; and
- $600.0 million aggregate principal amount of senior notes due April 1, 2031 the (the "2031 Notes") issued at 99.791% of their principal amount and bearing interest at the rate of 2.950% per year.

The Registered Notes are fully and unconditionally guaranteed (the "Guarantees"), on a joint and several basis, by Gilbarco Inc. and Matco Tools Corporation, two of Vontier's wholly-owned subsidiaries (the "Guarantors"). Interest on the Registered Notes is payable semi-annually in arrears on April 1 and October 1 of each year. The Registered Notes and the Guarantees are the Company's and the Guarantors' general senior unsecured obligations.

The Company may redeem some or all of each series of the Registered Notes at any time prior to the dates specified in the Registered Notes indenture (the "Call Dates") at a redemption price equal to the greater of (i) 100% of the principal amount of the Registered Notes of such series to be redeemed, and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on such series of the Registered Notes to be redeemed discounted to the date of redemption on a semi-annual basis at the applicable Treasury Rate plus 20 basis points in the case of the 2026 Notes and 2028 Notes and plus 25 basis points in the case of the 2031 Notes, plus the accrued and unpaid interest. Call dates for the 2026 Notes, 2028 Notes and 2031 Notes are March 1, 2026, February 1, 2028 and January 1, 2031, respectively.

If a change of control triggering event occurs, the Company will, in certain circumstances, be required to make an offer to repurchase the Registered Notes at a purchase price equal to 101% of the aggregate principal amount plus accrued and unpaid interest. A change of control triggering event is defined as the occurrence of both a change of control and a rating event, each as defined in the Registered Notes indenture. Except in connection with a change of control triggering event, the Registered Notes do not have any credit rating downgrade triggers that would accelerate the maturity of the Registered Notes.

The Registered Notes contain customary covenants, including limits on the incurrence of certain secured debt and sale-leaseback transactions. None of these covenants are considered restrictive to the Company's operations and as of December 31, 2025, the Company was in compliance with all of the covenants under the Registered Notes.

The estimated fair value of the Registered Notes was $1.5 billion as of December 31, 2025. The fair value of the Registered Notes was determined based upon Level 2 inputs including indicative prices based upon observable market data. The difference between the fair value and the carrying amounts of the Registered Notes may be attributable to changes in market interest rates and/or the Company's credit ratings subsequent to the incurrence of the borrowing.

Short-term Borrowings

As of December 31, 2025, certain of the Company's businesses were in a cash overdraft position, and such overdrafts are included in Short-term borrowings and current portion of long-term debt on the Consolidated Balance Sheets. Additionally, the Company has other short-term borrowing arrangements with various banks to facilitate short-term cash flow requirements in certain countries also included in Short-term borrowings and current portion of long-term debt on the Consolidated Balance Sheets. Given the nature of the short-term borrowings, the carrying value approximates fair value as of December 31, 2025.

Interest payments associated with the above short-term borrowings were not significant for the years ended December 31, 2025, 2024 and 2023.

NOTE 11. EMPLOYEE BENEFIT PLANS

Defined Benefit Pension Plans

Certain employees participate in noncontributory defined benefit pension plans. In general, the Company's policy is to fund these plans based on considerations relating to legal requirements, underlying asset returns, the plan's funded status, the anticipated deductibility of the contribution, local practices, market conditions, interest rates and other factors.

The pension benefit obligations of the Company's plans were $14.0 million and $13.3 million as of December 31, 2025 and 2024, respectively. The fair value of the plan assets was $9.0 million and $7.9 million as of December 31, 2025 and 2024, respectively, and include the use of Level 1 and Level 2 inputs in determining the fair value. The assumptions used in calculating the benefit obligations for the plans are dependent on the local economic conditions and were measured as of December 31, 2025 and 2024. The net periodic benefit costs were $0.5 million, $0.6 million and $0.7 million for the years ended December 31, 2025, 2024 and 2023, respectively.

Defined Contribution Plans

The Company administers and maintains 401(k) Programs. Contributions are determined based on a percentage of compensation. For the years ended December 31, 2025, 2024 and 2023, compensation expense related to employer contributions was $17.9 million, $19.7 million and $19.9 million, respectively.

NOTE 12. ACCUMULATED OTHER COMPREHENSIVE INCOME

The changes in Accumulated other comprehensive income by component are summarized below:

($ in millions)	Foreign currency translation adjustments[d]	Other adjustments[b]	Total
Balance, December 31, 2022	$ 107.8	$ (1.7)	$ 106.1
Other comprehensive loss before reclassifications, net of income taxes	(1.6)	—	(1.6)
Amounts reclassified from accumulated other comprehensive income:			
Sale of business	0.3 [c]	—	0.3
Increase	—	0.1 [a]	0.1
Amounts reclassified from accumulated other comprehensive income, net of income taxes	0.3	0.1	0.4
Net current period other comprehensive (loss) income, net of income taxes	(1.3)	0.1	(1.2)
Balance, December 31, 2023	106.5	(1.6)	104.9
Other comprehensive loss before reclassifications, net of income taxes	(50.6)	—	(50.6)
Amounts reclassified from accumulated other comprehensive income:			
Sale of business	1.0 [c]	—	1.0
Increase	—	1.0 [a]	1.0
Income tax impact	—	(0.3)	(0.3)
Amounts reclassified from accumulated other comprehensive income, net of income taxes	1.0	0.7	1.7
Net current period other comprehensive (loss) income, net of income taxes	(49.6)	0.7	(48.9)
Balance, December 31, 2024	56.9	(0.9)	56.0
Other comprehensive income before reclassifications, net of income taxes	75.8	—	75.8
Amounts reclassified from accumulated other comprehensive income:			
Increase	—	0.1 [a]	0.1
Income tax impact	—	(0.1)	(0.1)
Amounts reclassified from accumulated other comprehensive income, net of income taxes	—	—	—
Net current period other comprehensive income, net of income taxes	75.8	—	75.8
Balance, December 31, 2025	$ 132.7	$ (0.9)	$ 131.8

[a] This accumulated other comprehensive income component is included in the computation of net periodic pension cost.
[b] Includes balances relating to defined benefit plans and supplemental executive retirement plans.
[c] Reclassified to Gain on sale of businesses in the Consolidated Statements of Earnings and Comprehensive Income.
[d] The income tax impact of foreign currency translation adjustments was not significant for the periods presented.

NOTE 13. SALES

Refer to a discussion of the Company's significant accounting policies regarding sales in Note 2. Basis of Presentation and Summary of Significant Accounting Policies.

Contract Assets

In certain circumstances, contract assets are recorded which include unbilled amounts typically resulting from sales under contracts when revenue recognized exceeds the amount billed to the customer, and right to payment is subject to contractual performance obligations rather than subject only to the passage of time. Contract assets were $9.8 million and $8.0 million as of December 31, 2025 and 2024, respectively, and are included in Prepaid expenses and other current assets in the accompanying Consolidated Balance Sheets.

Contract Costs

The Company incurs direct incremental costs to obtain and fulfill certain contracts, typically costs associated with assets used by our customers in certain sales arrangements and sales-related commissions. As of December 31, 2025 and 2024, the Company had $106.6 million and $101.5 million, respectively, in revenue-related capitalized contract costs primarily related to assets used by the Company's customers in certain software contracts, which are recorded in Prepaid expenses and other current assets, for the current portion, and Other assets, for the noncurrent portion, in the accompanying Consolidated Balance Sheets. These assets have estimated useful lives between 3 and 5 years and are amortized on a straight-line basis. Total expense related to net revenue-related capitalized contract costs was $43.1 million, $41.0 million and $41.0 million for the years ended December 31, 2025, 2024 and 2023, respectively.

Impairment losses recognized on our revenue-related capitalized contract costs were insignificant during the years ended December 31, 2025, 2024 and 2023.

Contract Liabilities

The Company's contract liabilities consist of deferred revenue generally related to customer deposits, post contract support ("PCS") and extended warranty sales. In these arrangements, the Company generally receives up-front payment and recognizes revenue over the support term of the contracts where applicable. Deferred revenue is classified as current or noncurrent based on the timing of when revenue is expected to be recognized and is included in Accrued expenses and other current liabilities and Other long-term liabilities, respectively, in the accompanying Consolidated Balance Sheets.

The Company's contract liabilities consisted of the following as of December 31:

($ in millions)	2025	2024
Deferred revenue, current	$ 102.3	$ 139.2
Deferred revenue, noncurrent	57.8	58.9
Total contract liabilities	$ 160.1	$ 198.1

During the year ended December 31, 2025, the Company recognized $108.6 million of revenue related to the Company's contract liabilities at December 31, 2024. The change in contract liabilities from December 31, 2024 to December 31, 2025 was primarily due to the timing of cash receipts and sales of PCS and extended warranty services.

Remaining Performance Obligations

Remaining performance obligations represent the transaction price allocated to performance obligations which are unsatisfied as of the end of the period. The Company has excluded performance obligations with an original expected duration of one year or less and amounts for variable consideration allocated to wholly-unsatisfied performance obligations. Remaining performance obligations as of December 31, 2025 were $431.9 million, the majority of which are related to software-as-a-service and extended warranty and service contracts. The Company expects approximately 70 percent of the remaining performance obligations will be fulfilled within the next two years, 80 percent within the next three years, and 90 percent within four years.

Disaggregation of Revenue

Revenue from contracts with customers is disaggregated by sales of products and services and geographic location for each of the Company's reportable segments, as it best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

Disaggregation of revenue was as follows for the year ended December 31, 2025:

($ in millions)	Mobility Technologies	Repair Solutions	Environmental & Fueling Solutions	Eliminations	Total
Sales:					
Sales of products	$ 873.7	$ 587.7	$ 1,293.5	$ —	$ 2,754.9
Sales of services	175.3	2.2	143.2	—	320.7
Intersegment sales	74.9	—	—	(74.9)	—
Total	$ 1,123.9	$ 589.9	$ 1,436.7	$ (74.9)	$ 3,075.6
Geographic:					
North America [a]	$ 671.8	$ 589.9	$ 914.2	$ —	$ 2,175.9
Europe, Middle East and Africa	241.4	—	258.7	—	500.1
Asia Pacific	114.7	—	183.2	—	297.9
Latin America	21.1	—	80.6	—	101.7
Intersegment sales	74.9	—	—	(74.9)	—
Total	$ 1,123.9	$ 589.9	$ 1,436.7	$ (74.9)	$ 3,075.6

[a] Includes total sales in the United States of $2,112.4 million.

Disaggregation of revenue was as follows for the year ended December 31, 2024:

($ in millions)	Mobility Technologies	Repair Solutions	Environmental & Fueling Solutions	Other	Eliminations	Total
Sales:						
Sales of products	$ 823.4	$ 631.0	$ 1,213.1	$ 0.9	$ —	$ 2,668.4
Sales of services	161.1	2.4	146.7	0.4	—	310.6
Intersegment sales	30.0	—	—	—	(30.0)	—
Total	$ 1,014.5	$ 633.4	$ 1,359.8	$ 1.3	$ (30.0)	$ 2,979.0
Geographic:						
North America [a]	$ 648.2	$ 633.4	$ 843.9	$ 1.3	$ —	$ 2,126.8
Europe, Middle East and Africa	196.4	—	267.5	—	—	463.9
Asia Pacific	115.8	—	163.2	—	—	279.0
Latin America	24.1	—	85.2	—	—	109.3
Intersegment sales	30.0	—	—	—	(30.0)	—
Total	$ 1,014.5	$ 633.4	$ 1,359.8	$ 1.3	$ (30.0)	$ 2,979.0

[a] Includes total sales in the United States of $2,032.0 million.

Disaggregation of revenue was as follows for the year ended December 31, 2023:

($ in millions)	Mobility Technologies	Repair Solutions	Environmental & Fueling Solutions	Other	Eliminations	Total
Sales:						
Sales of products	$ 872.3	$ 649.1	$ 1,163.0	$ 93.7	$ —	$ 2,778.1
Sales of services	128.9	2.4	160.7	25.1	—	317.1
Intersegment sales	2.6	—	—	—	(2.6)	—
Total	$ 1,003.8	$ 651.5	$ 1,323.7	$ 118.8	$ (2.6)	$ 3,095.2
Geographic:						
North America [a]	$ 703.3	$ 651.5	$ 815.6	$ 117.2	$ —	$ 2,287.6
Europe, Middle East and Africa	157.5	—	268.3	—	—	425.8
Asia Pacific	119.3	—	155.8	—	—	275.1
Latin America	21.1	—	84.0	1.6	—	106.7
Intersegment sales	2.6	—	—	—	(2.6)	—
Total	$ 1,003.8	$ 651.5	$ 1,323.7	$ 118.8	$ (2.6)	$ 3,095.2

[a] Includes total sales in the United States of $2,161.0 million.

NOTE 14. INCOME TAXES

Earnings and Income Taxes

Earnings before income taxes for the years ended December 31 were as follows:

($ in millions)	2025	2024	2023
United States	$ 451.7	$ 429.5	$ 482.8
Non-U.S.	56.5	68.1	0.7
Total	$ 508.2	$ 497.6	$ 483.5

The provision (benefit) for income taxes for the years ended December 31 were as follows:

($ in millions)	2025	2024	2023
Current:			
Federal U.S.	$ 57.7	$ 69.8	$ 109.3
Non-U.S.	21.4	23.9	15.1
State and local	18.4	15.8	21.9
Deferred:			
Federal U.S.	7.9	(24.9)	(25.3)
Non-U.S.	(2.2)	(5.9)	(13.9)
State and local	(1.1)	(3.3)	(0.5)
Income tax provision	$ 102.1	$ 75.4	$ 106.6

Deferred Tax Assets and Liabilities

All deferred tax assets and liabilities have been classified as noncurrent and are included in Other assets and Other long-term liabilities in the accompanying Consolidated Balance Sheets, respectively. Deferred tax assets and liabilities as of December 31 were as follows:

($ in millions)	2025	2024
Deferred tax assets:		
Allowance for credit losses	$ 20.4	$ 21.5
Operating lease liabilities	9.3	10.8
Inventories	11.9	11.9
Pension benefits	1.9	2.2
Other accruals and prepayments	35.9	36.6
Deferred revenue	15.6	15.4
Warranty services	5.4	3.9
Stock-based compensation expense	8.2	8.6
Tax credit and loss carryforwards	75.4	64.7
Capitalized research and development	49.5	68.9
Other	8.5	4.7
Valuation allowances	(32.7)	(26.0)
Total deferred tax assets	209.3	223.2
Deferred tax liabilities:		
Property, plant and equipment	(0.5)	(1.4)
Operating lease right-of-use assets	(8.2)	(9.7)
Goodwill and other intangibles	(89.8)	(95.2)
Other	(14.8)	(13.7)
Total deferred tax liabilities	(113.3)	(120.0)
Net deferred tax asset	$ 96.0	$ 103.2

Applying the valuation allowance methodology discussed in Note 2. Basis of Presentation and Summary of Significant Accounting Policies, valuation allowances have been established for certain deferred income tax assets to the extent they are not expected to be realized within the particular tax carryforward period. The Company's valuation allowance increased by $6.7 million during the current year.

As of December 31, 2025, the Company has federal, various state, and foreign net operating losses in the amounts of $9.8 million, $79.7 million, and $248.4 million, respectively. These net operating loss carryforwards have various expiration periods beginning in 2026, including some with no expiration.

Effective Tax Rate

The effective tax rate for the years ended December 31 varies from the U.S. statutory federal tax rate as follows:

($ in millions)	2025		2024		2023	
Statutory federal income tax rate	$ 106.7	21.0 %	$ 104.6	21.0 %	$ 101.5	21.0 %
Increase (decrease) in tax rate resulting from:						
Domestic federal						
Effects of cross-border tax laws						
Subpart F Income	5.7	1.1 %	6.1	1.2 %	—	— %
Foreign Derived Intangible Income	(10.6)	(2.1)%	(7.4)	(1.5)%	—	— %
Foreign Branch Income	—	— %	—	— %	(5.8)	(1.2)%
Other	(3.3)	(0.7)%	(3.2)	(0.6)%	—	— %
Tax credits						
Research Credits	(5.5)	(1.1)%	(7.5)	(1.5)%	(8.5)	(1.8)%
Other	(7.8)	(1.6)%	(4.5)	(0.9)%	(4.8)	(1.0)%
Changes in valuation allowances	—	— %	—	— %	(2.4)	(0.5)%
Nontaxable or non-deductible items	(2.1)	(0.4)%	0.6	0.1 %	0.1	— %
Business reorganizations and divestitures	0.3	0.1 %	(18.1)	(3.6)%	(6.0)	(1.2)%
Other	(1.1)	(0.2)%	1.5	0.3 %	(3.0)	(0.6)%
Domestic state and local income tax, net of federal effect[(1)]	13.6	2.7 %	9.8	2.0 %	16.9	3.4 %
Foreign tax effects						
Israel						
Changes in valuation allowances	5.5	1.1 %	—	— %	—	— %
Other	(0.6)	(0.1)%	—	— %	—	— %
Other foreign jurisdictions	3.8	0.8 %	0.4	0.1 %	2.8	0.6 %
Worldwide changes in unrecognized tax benefits	(2.5)	(0.5)%	(6.9)	(1.4)%	15.8	3.3 %
Effective income tax rate	$ 102.1	20.1 %	$ 75.4	15.2 %	$ 106.6	22.0 %

[(1)]State taxes in California, Pennsylvania, Illinois, Wisconsin, Texas, Iowa, Minnesota, and Georgia made up the majority (greater than 50 percent) of the tax effect in this category.

Our effective tax rate for the years ended December 31, 2025, 2024 and 2023 differs from the U.S. federal statutory rate of 21.0% due primarily to the effect of state taxes, non-U.S. income taxed at different rates that the U.S. federal statutory rate, foreign derived intangible income, and tax credits. For the year ended December 31, 2024, there were also favorable impacts related to business reorganizations and divestitures and uncertain tax positions. For the year ended December 31, 2023, there were also favorable impacts related to business reorganization and divestitures and unfavorable impacts related to uncertain tax positions.

The following is a summary of the Company's income tax payments made (refunds received) for the periods indicated:

($ in millions)	2025	2024	2023
Federal U.S.[(a)]	$ 82.1	$ 60.4	$ 91.7
Non-U.S.			
Germany	*	(5.0)	*
India	5.4	4.9	*
Italy	8.5	*	*
Other	16.6	14.3	14.1
State and local	13.2	18.9	20.2
Total cash paid, net of refunds received	$ 125.8	$ 93.5	$ 126.0

* The amount of income taxes paid during the year does not meet the 5% disaggregation threshold.

[(a)] Includes $18.7 million paid to acquire investment tax credits during the year ended December 31, 2025.

Unrecognized Tax Benefits

Gross unrecognized tax benefits were $13.5 million ($16.0 million total, including $3.0 million associated with interest and penalties, and net of the impact of $0.5 million of indirect tax benefits) and $19.9 million ($22.6 million total, including $3.4 million associated with interest and penalties, and net of the impact of $0.7 million of indirect tax benefits) as of December 31, 2025 and 2024, respectively. The Company recognized a benefit of $0.3 million, benefit of $1.7 million, and expense of $3.2 million in potential interest and penalties associated with uncertain tax positions during the years ended December 31, 2025, 2024, and 2023, respectively. To the extent taxes are not assessed with respect to uncertain tax positions, substantially all amounts accrued (including interest and penalties and net of indirect offsets) will be reduced and reflected as a reduction of the overall income tax provision. Unrecognized tax benefits and associated accrued interest and penalties are included in the income tax provision.

A reconciliation of the beginning and ending amount of unrecognized tax benefits, excluding amounts accrued for potential interest and penalties, is as follows as of December 31:

($ in millions)	2025	2024	2023
Unrecognized tax benefits, beginning of year	$ 19.9	$ 27.0	$ 14.0
Additions based on tax positions related to the current year	1.1	0.8	11.8
Additions for tax positions of prior years	—	4.6	2.9
Reductions for tax positions of prior years	—	(5.3)	(0.5)
Lapse of statute of limitations	(3.4)	(0.6)	(0.4)
Settlements	(5.2)	(6.3)	(0.9)
Effect of foreign currency translation	1.1	(0.3)	0.1
Unrecognized tax benefits, end of year	$ 13.5	$ 19.9	$ 27.0

The Company is routinely examined by various domestic and international taxing authorities. The amount of income taxes paid is subject to audit by federal, state and foreign tax authorities, which may result in proposed assessments. The Company is subject to examination in the United States, various states and foreign jurisdictions. Prior to the Separation, the Company's operating results were included in Fortive's various consolidated U.S. federal and certain state income tax returns, as well as certain non-U.S. returns. In connection with the Separation, the Company entered into a Tax Matters Agreement with Fortive. In accordance with the Tax Matters Agreement with Fortive, the Company is liable for taxes arising from examinations of the following: (i) the Company's initial U.S. federal taxable year which includes the post-separation period; (ii) separate company state tax returns for all periods; (iii) joint state tax returns for the post-separation period; (iv) international separate company returns for all periods; and (v) joint international tax returns that include only Vontier legal entities for all periods. Global tax positions are reviewed on a quarterly basis. Based on these reviews, the results of discussions and resolutions of matters with certain tax authorities, tax rulings and court decisions and the expiration of statutes of limitations reserves for contingent tax liabilities are accrued or adjusted as necessary. The Company does not believe that the total amount of unrecognized tax benefits will change by a material amount within the next 12 months due to the settlement of audits and expirations of statutes of limitations.

The Company remains subject to U.S. Federal income tax audit for the tax years 2022 to 2024. The Company is subject to tax audits for its state income tax returns for the tax years 2021 to 2024. Our operations in certain foreign jurisdictions remain subject to routine examinations for the tax years 2018 to 2024.

One Big Beautiful Bill

On July 4, 2025, the One Big Beautiful Bill ("OBBB") was signed into law. The OBBB includes several changes to corporate taxation, notably modifications to capitalization of research and development expenses and accelerated depreciation of fixed assets. The Company has reflected the impact of the enacted changes in its financial statements for year ended December 31, 2025. The OBBB has reduced cash tax payments by $30.0 million during the year ended December 31, 2025 due to the accelerated deduction for previously capitalized research and development expense. The other provisions within the OBBB have not and are not expected to have a material impact.

Repatriation and Unremitted Earnings

As of December 31, 2025, the Company's undistributed earnings of its foreign subsidiaries are intended to be permanently reinvested in non-U.S. operations. The operating plans, budgets and forecasts, and long-term and short-term financial requirements of the parent company and the subsidiaries indicate that there is no current or known future need to distribute cash from foreign subsidiaries for any purpose. Therefore, no deferred taxes have been recorded. A determination of the amount of the unrecognized deferred tax liability related to these undistributed earnings is not practicable due to the complexity and variety of assumptions necessary based on the manner in which the undistributed earnings would be repatriated.

NOTE 15. SEGMENT INFORMATION

The President and CEO of Vontier has been identified as the Company's chief operating decision maker ("CODM"). Segment operating profit is used as a performance metric by the CODM in determining how to allocate resources and assess performance. Segment operating profit represents total segment sales less operating costs attributable to the segment, which does not include unallocated corporate costs and other operating costs not allocated to the reportable segments as part of the CODM's assessment of reportable segment operating performance, including amortization of acquisition-related intangible assets, stock-based compensation expense, restructuring and other related charges and other unallocated income or expense not indicative of the segment's core operating performance. Corporate costs represent general and administrative expenses for the Company's corporate functions, including transaction and deal-related costs.

As part of the CODM's assessment of the Repair Solutions segment, a capital charge calculated based on the segment's average gross outstanding financing receivables portfolio during the period and an estimated weighted average cost of capital is assessed by Corporate (the "Repair Solutions Capital Charge").

The CODM does not regularly review any expenses on a segment basis. The CODM is regularly provided with actual and forecasted bookings and sales, and the related core growth for each, and segment operating profit and the related margin on a segment basis to assess segment performance. The CODM also reviews prior forecast to current forecast variances for bookings, sales and segment operating profit as part of the assessment of segment performance.

Intersegment sales primarily result from solutions developed by the Mobility Technologies segment that are integrated into products sold by the Environmental & Fueling Solutions segment. Intersegment sales are recorded at cost plus a margin which is intended to reflect the contribution made by the Mobility Technologies segment. Segment operating profit includes the operating profit from intersegment sales.

The Company's CODM does not review any information regarding total assets on a segment basis.

Segment results for the year ended December 31, 2025 were as follows:

($ in millions)	Mobility Technologies	Repair Solutions	Environmental & Fueling Solutions	Other	Eliminations	Total
Sales of products and services [a]	$ 1,049.0	$ 589.9	$ 1,436.7	$ —	$ —	$ 3,075.6
Intersegment sales	74.9	—	—	—	(74.9)	—
Total sales	1,123.9	589.9	1,436.7	—	(74.9)	3,075.6
Operating costs and expenses:						
Other segment items	(912.4)	(466.8)	(1,014.7)	—	74.9	(2,319.0)
Segment operating profit	$ 211.5	$ 123.1	$ 422.0	$ —	$ —	$ 756.6

[a] Repair Solutions includes interest income related to financing receivables of $74.5 million.

Segment results for the year ended December 31, 2024 were as follows:

($ in millions)	Mobility Technologies	Repair Solutions	Environmental & Fueling Solutions	Other	Eliminations	Total
Sales of products and services[(a)]	$ 984.5	$ 633.4	$ 1,359.8	$ 1.3	$ —	$ 2,979.0
Intersegment sales	30.0	—	—	—	(30.0)	—
Total sales	1,014.5	633.4	1,359.8	1.3	(30.0)	2,979.0
Operating costs and expenses:						
Other segment items	(821.9)	(492.7)	(964.9)	(1.7)	30.0	(2,251.2)
Segment operating profit	$ 192.6	$ 140.7	$ 394.9	$ (0.4)	$ —	$ 727.8

[(a)] Repair Solutions includes interest income related to financing receivables of $76.1 million.

Segment results for the year ended December 31, 2023 were as follows:

($ in millions)	Mobility Technologies	Repair Solutions	Environmental & Fueling Solutions	Other	Eliminations	Total
Sales of products and services[(a)]	$ 1,001.2	$ 651.5	$ 1,323.7	$ 118.8	$ —	$ 3,095.2
Intersegment sales	2.6	—	—	—	(2.6)	—
Total sales	1,003.8	651.5	1,323.7	118.8	(2.6)	3,095.2
Operating costs and expenses:						
Other segment items	(803.9)	(481.5)	(954.2)	(107.5)	2.6	(2,344.5)
Segment operating profit	$ 199.9	$ 170.0	$ 369.5	$ 11.3	$ —	$ 750.7

[(a)] Repair Solutions includes interest income related to financing receivables of $78.8 million.

Other segment items for each reportable segment includes the following for all periods presented:

- **Mobility Technologies**: Cost of sales, excluding amortization of acquisition-related intangible assets, selling, general and administrative expenses and research and development expenses.
- **Repair Solutions**: Cost of sales, excluding amortization of acquisition-related intangible assets, selling, general and administrative expenses, research and development expenses and the Repair Solutions Capital Charge. The Repair Solutions Capital Charge was $43.2 million, $43.9 million and $41.7 million for the years ended December 31, 2025, 2024 and 2023, respectively.
- **Environmental & Fueling Solutions**: Cost of sales, excluding amortization of acquisition-related intangible assets, selling, general and administrative expenses and research and development expenses.
- **Other**: Cost of sales, excluding amortization of acquisition-related intangible assets, selling, general and administrative expenses and research and development expenses.

Other segment items does not include unallocated corporate costs and other operating costs not allocated to the reportable segments as part of the CODM's assessment of reportable segment operating performance, as further discussed above.

A reconciliation of segment operating profit to earnings before income taxes for the years ended December 31 were as follows:

($ in millions)	2025	2024	2023
Segment operating profit	$ 756.6	$ 727.8	$ 750.7
Corporate & other unallocated costs:			
Amortization of acquisition-related intangible assets	(74.1)	(79.7)	(81.2)
Stock-based compensation expense	(30.1)	(31.6)	(31.5)
Restructuring and other related charges	(10.4)	(13.5)	(25.2)
Other unallocated expense	(13.3)	(0.9)	(1.2)
Corporate costs	(110.3)	(109.0)	(109.9)
Repair Solutions Capital Charge	43.2	43.9	41.7
Total corporate & other unallocated costs	(195.0)	(190.8)	(207.3)
Operating profit	561.6	537.0	543.4
Interest expense, net	(59.8)	(74.7)	(93.7)
Gain on sale of businesses	3.5	37.2	34.4
Other non-operating income (expense), net	2.9	(1.9)	(0.6)
Earnings before income taxes	$ 508.2	$ 497.6	$ 483.5

Depreciation expense by segment for the years ended December 31 were as follows:

($ in millions)	2025	2024	2023
Mobility Technologies	$ 39.9	$ 35.3	$ 29.4
Repair Solutions	2.2	2.6	2.1
Environmental & Fueling Solutions	7.8	8.0	11.2
Corporate	1.2	1.5	1.1
Total	$ 51.1	$ 47.4	$ 43.8

Tangible long-lived assets, which consist of property, plant and equipment and operating lease right-of-use assets, by geographic area as of December 31 were as follows:

($ in millions)	2025	2024
United States	$ 104.2	$ 106.0
All other	59.7	61.0
Total tangible long-lived assets	$ 163.9	$ 167.0

NOTE 16. RESTRUCTURING AND OTHER RELATED CHARGES

Restructuring and other related charges for the years ended December 31 were as follows:

($ in millions)	2025	2024	2023
Employee severance related	$ 8.8	$ 9.6	$ 19.0
Facility exit and other related	1.6	3.9	6.2
Total restructuring and other related charges	$ 10.4	$ 13.5	$ 25.2

Substantially all restructuring activities initiated in 2025 were completed by December 31, 2025. We expect substantially all cash payments associated with remaining termination benefits recorded in 2025 will be paid during 2026. Substantially all restructuring activities initiated in the years ended December 31, 2024 and 2023 have been completed.

The nature of restructuring and related activities initiated in the years ended December 31, 2025, 2024 and 2023 focused on improvements in operational efficiency through targeted workforce reductions and facility consolidations and closures. These costs were incurred to optimize the Company's cost structure in order to provide products and services to the Company's customers in a cost efficient manner, taking into consideration industry and macroeconomic trends.

The table below summarizes the accrual balance and utilization by type of restructuring cost associated with our restructuring actions:

($ in millions)	Balance as of December 31, 2023	Costs Incurred	Paid / Settled	Balance as of December 31, 2024	Costs Incurred	Paid / Settled	Balance as of December 31, 2025
Employee severance and related	$ 2.8	$ 9.6	$ (9.1)	$ 3.3	$ 8.8	$ (11.0)	$ 1.1
Facility exit and other related	1.2	3.9	(4.9)	0.2	1.6	(1.8)	—
Total	$ 4.0	$ 13.5	$ (14.0)	$ 3.5	$ 10.4	$ (12.8)	$ 1.1

The restructuring and other related charges incurred during the years ended December 31, 2025, 2024 and 2023 were primarily cash charges. These charges are reflected in the following captions in the accompanying Consolidated Statements of Earnings and Comprehensive Income for the years ended December 31:

($ in millions)	2025	2024	2023
Cost of sales	$ 1.8	$ 1.8	$ 10.2
Selling, general and administrative expenses	8.6	11.7	15.0
Total	$ 10.4	$ 13.5	$ 25.2

Restructuring and other related charges by reportable segment for the years ended December 31 were as follows:

($ in millions)	2025	2024	2023
Mobility Technologies	$ 4.1	$ 5.8	$ 3.7
Repair Solutions	1.7	0.4	0.5
Environmental & Fueling Solutions	2.6	5.3	19.9
Corporate	2.0	2.0	1.1
Total	$ 10.4	$ 13.5	$ 25.2

NOTE 17. LITIGATION AND CONTINGENCIES

Litigation and Other Contingencies

The Company is, from time to time, subject to a variety of litigation and other proceedings incidental to its business, including lawsuits involving claims for damages arising out of the use of its products, software and services; claims relating to intellectual property matters, employment matters, commercial disputes, product liability (including asbestos exposure claims) and personal injury; as well as regulatory investigations or enforcement. The Company may also become subject to lawsuits as a result of past or future acquisitions, or as a result of liabilities retained from, or representations, warranties or indemnities provided in connection with divested businesses. Some of these lawsuits may include claims for punitive and consequential as well as compensatory damages. Based upon experience, current information and applicable law, the Company does not believe that these proceedings and claims will have a material adverse effect on its financial position, results of operations or cash flows.

In accordance with accounting guidance, the Company records a liability in the Consolidated Financial Statements for loss contingencies when a loss is known or considered probable and the amount can be reasonably estimated. If the reasonable estimate of a known or probable loss is a range, and no amount within the range is a better estimate than any other, the minimum amount of the range is accrued. If a loss does not meet the known or probable level but is reasonably possible and a loss or range of loss can be reasonably estimated, the estimated loss or range of loss is disclosed.

The Company's reserves consist of specific reserves for individual claims and additional amounts for anticipated developments of these claims as well as for incurred but not yet reported claims. The specific reserves for individual known claims are quantified with the assistance of legal counsel and outside risk insurance professionals where appropriate. In addition, outside risk insurance professionals may assist in the determination of reserves for incurred but not yet reported claims through evaluation of our specific loss history, actual claims reported, and industry trends among statistical and other factors. Reserve estimates are adjusted as additional information regarding a claim becomes known. While the Company actively pursues financial recoveries from insurance providers, the Company does not recognize any recoveries until realized or until such time as a sustained pattern of collections is established related to historical matters of a similar nature and magnitude. If the risk insurance reserves the Company has established are inadequate, the Company would be required to incur an expense equal to the amount of the loss incurred in excess of the reserves, which would adversely affect the Company's net earnings.

In connection with the recognition of liabilities for asbestos-related matters, the Company records insurance recoveries that are deemed probable and estimable. In assessing the probability of insurance recovery, the Company makes judgments concerning insurance coverage that it believes are reasonable and consistent with its historical dealings, knowledge of any pertinent solvency issues surrounding insurers, and litigation and court rulings potentially impacting coverage. While the substantial majority of the Company's insurance carriers are solvent, some of our individual carriers are insolvent, which has been considered in the analysis of probable recoveries. Projecting future events is subject to various uncertainties, including litigation and court rulings potentially impacting coverage, that could cause insurance recoveries on asbestos-related liabilities to be higher or lower than those projected and recorded. Given the inherent uncertainty in making future projections, the Company reevaluates projections concerning the Company's probable insurance recoveries considering any changes to the projected liabilities, the Company's recovery experience or other relevant factors that may impact future insurance recoveries.

Gross liabilities associated with known and future expected asbestos claims and projected insurance recoveries were as follows as of December 31:

($ in millions)	Classification	2025	2024
Gross liabilities			
Current	Accrued expenses and other current liabilities	$ 25.4	$ 21.4
Long-term	Other long-term liabilities	78.1	83.2
Total		103.5	104.6
Projected insurance recoveries			
Current	Prepaid expenses and other current assets	18.0	14.1
Long-term	Other assets	49.4	50.7
Total		$ 67.4	$ 64.8

Guarantees

As of December 31, 2025 and 2024, the Company had guarantees consisting primarily of outstanding standby letters of credit, bank guarantees, and performance and bid bonds of $77.1 million and $81.4 million, respectively. These guarantees have been provided in connection with certain arrangements with vendors, customers, financing counterparties, and governmental entities to secure the Company's obligations and/or performance requirements related to specific transactions.

NOTE 18. STOCK-BASED COMPENSATION

In connection with the Separation and the related employee matters agreement, the Company adopted the 2020 Stock Incentive Plan (the "Stock Plan") that became effective upon the Separation. Outstanding equity awards of Fortive held by the Company's employees at the separation date were converted into or replaced with Vontier equity awards (the "Conversion Awards"). The Stock Plan provides for the grant of stock appreciation rights, RSUs, PSUs, performance based restricted stock awards and performance stock awards (collectively, "Stock Awards"), stock options or any other stock-based award. A total of 17.0 million shares of the Company's common stock have been authorized for issuance under the Stock Plan and as of December 31, 2025, approximately 8.0 million shares remain available for issuance under the Stock Plan.

Stock options under the Stock Plan generally vest pro rata over a five-year period and terminate 10 years from the grant date, though the specific terms of each grant are determined by the Compensation Committee of the Company's Board of Directors. The Company's executive officers, certain other employees and non-employee directors may be awarded stock options with different vesting criteria. Exercise prices for stock options granted under the Stock Plan were equal to the closing price of Vontier's common stock on the NYSE on the date of grant, while stock options issued as Conversion Awards were priced to maintain the economic value before and after the Separation.

RSUs granted to employees under the Stock Plan generally provide for time-based vesting over three years, although certain employees may be awarded RSUs with different time-based vesting criteria. RSUs granted to non-employee directors under the Stock Plan vest on the earlier of the first anniversary of the grant date or the date of, and immediately prior to, the next annual meeting of stockholders following the grant date. Prior to vesting, RSUs granted under the Stock Plan do not have dividend equivalent rights, do not have voting rights and the shares underlying the RSUs are not considered issued or outstanding.

PSUs granted under the Stock Plan during the years ended December 31, 2025 and 2024 vest based 50% on the Company's adjusted operating profit margin expansion and 50% based on core revenue growth, modified by the Company's total shareholder return relative to the S&P 500 Index, over a three-year performance period. PSUs granted under the Stock Plan during the year ended December 31, 2023 vest based on the Company's adjusted earnings per share, modified by the Company's total shareholder return relative to the S&P 500 Index, over a three-year performance period.

Stock awards generally vest only if the employee is employed (or in the case of directors, the director continues to serve on the Board) on the vesting date. To cover the exercise of stock options and vesting of RSUs and PSUs, the Company generally issues shares authorized but previously unissued.

Stock-based Compensation Expense

Stock-based compensation has been recognized as a component of Selling, general and administrative expenses in the accompanying Consolidated Statements of Earnings and Comprehensive Income. The amount of stock-based compensation expense recognized during a period is based on the portion of the awards that are ultimately expected to vest. Pre-vesting forfeitures are estimated at the time of grant by analyzing historical data and are revised in subsequent periods if actual forfeitures differ from those estimates.

Stock-based compensation expense related to stock options, restricted stock units and performance stock units granted under the Stock Plan and subsidiary stock plan further discussed below was $30.1 million, $31.6 million and $31.5 million during the years ended December 31, 2025, 2024 and 2023, respectively, which was reduced by the related tax benefit of $5.0 million, $5.8 million and $5.5 million, respectively.

The following summarizes the unrecognized compensation cost for the Stock Plan awards as of December 31, 2025. This compensation cost is expected to be recognized over a weighted average period of approximately 1.7 years, representing the remaining service period related to the awards. Future compensation amounts will be adjusted for any changes in estimated forfeitures:

($ in millions)	
Stock Awards	$ 36.0
Stock options	0.5
Total unrecognized compensation cost	$ 36.5

Stock Options

The following summarizes option activity under the Stock Plan for the years ended December 31, 2025, 2024 and 2023 (in millions, except price per share and numbers of years):

	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (years)	Aggregate Intrinsic Value
Outstanding as of December 31, 2022	3.3	$ 27.97		
Granted	—	—		
Exercised	(0.5)	21.01		
Canceled/forfeited	(0.6)	31.34		
Outstanding as of December 31, 2023	2.2	28.87		
Granted	0.1	41.10		
Exercised	(0.6)	27.22		
Canceled/forfeited	—	—		
Outstanding as of December 31, 2024	1.7	30.27		
Granted	—	—		
Exercised	(0.4)	26.20		
Canceled/forfeited	—	—		
Outstanding as of December 31, 2025	1.3	31.38	3.8	$ 7.9
Vested and expected to vest as of December 31, 2025	1.3	31.37	3.8	7.9
Exercisable as of December 31, 2025	1.3	$ 31.00	3.6	$ 7.9

The fair value of each stock option granted was estimated on the date of grant using the Black-Scholes model for service condition awards with the following weighted average assumptions for the year ended December 31, 2024. There were no options granted during the years ended December 31, 2025 and 2023.

	2024
Risk-free interest rate	4.3 %
Volatility	30.2 %
Dividend yield	0.3 %
Expected years until exercise	6.5

Options outstanding as of December 31, 2025 are summarized below (in millions; except price per share and numbers of years):

	Outstanding			Exercisable	
Exercise Price	Number of Options	Average Exercise Price	Average Remaining Life (in years)	Number of Options	Average Exercise Price
$17.44 - $23.46	0.1	$ 23.11	1.6	0.1	$ 23.11
$23.47 - $31.46	0.9	31.21	3.7	0.9	31.21
$31.47 - $33.43	0.1	33.33	3.0	0.2	33.33
$33.44 - $41.10	0.2	$ 38.19	6.9	0.1	$ 36.76
Total shares	1.3			1.3	

The aggregate intrinsic value of stock options exercised under the Stock Plan was $5.3 million, $7.9 million and $5.2 million for the years ended December 31, 2025, 2024 and 2023, respectively.

Stock Awards

The following summarizes information related to Stock Award activity under the Stock Plan for the years ended December 31, 2025, 2024 and 2023 (in millions; except price per share):

	Number of Stock Awards	Weighted Average Grant-Date Fair Value
Unvested as of December 31, 2022	2.2	$ 27.39
Granted	1.4	26.39
Vested	(0.9)	27.56
Forfeited	(0.3)	26.56
Unvested as of December 31, 2023	2.4	26.87
Granted	1.0	41.34
Vested	(0.9)	27.62
Forfeited	(0.4)	31.81
Unvested as of December 31, 2024	2.1	32.37
Granted	0.8	38.77
Vested	(0.8)	30.77
Forfeited	(0.2)	36.78
Unvested as of December 31, 2025	1.9	$ 36.34

Subsidiary Stock Plan

The Company has a subsidiary stock-based compensation plan under which the Company grants equity awards to certain employees and non-employees for the common stock of a subsidiary that holds Driivz and certain other related entities. The Company recognized stock-based compensation expense related to the subsidiary stock plan of $1.3 million, $4.2 million and $4.1 million for the years ended December 31, 2025, 2024 and 2023, respectively.

NOTE 19. CAPITAL STOCK AND EARNINGS PER SHARE

Capital Stock

The Company's authorized capital stock consists of 2.0 billion shares of common stock, par value $0.0001 per share, and 15.0 million shares of preferred stock with no par value, with all shares of preferred stock undesignated.

Each share of Vontier common stock entitles the holder to one vote on all matters to be voted upon by common stockholders. Vontier's Board of Directors (the "Board") is authorized to issue shares of preferred stock in one or more series and has discretion to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred stock. The Board's authority to issue preferred stock with voting rights or conversion rights that, if exercised, could adversely affect the voting power of the holders of the common stock, could potentially discourage attempts by third parties to obtain control of Vontier through certain types of takeover practices.

Earnings Per Share

Basic earnings per share is calculated by dividing net earnings by the weighted average number of shares of common stock outstanding. Diluted earnings per share is calculated by adjusting weighted average common shares outstanding for the dilutive effect of the assumed issuance of shares under stock-based compensation plans, determined using the treasury-stock method, except where the inclusion of such shares would have an anti-dilutive impact.
Information related to the calculation of net earnings per share of common stock is summarized as follows:

	Year Ended December 31		
(in millions, except per share amounts)	2025	2024	2023
Numerator:			
Net earnings	$ 406.1	$ 422.2	$ 376.9
Denominator:			
Basic weighted average common shares outstanding	146.7	152.8	155.1
Effect of dilutive stock awards	0.7	1.0	0.9
Diluted weighted average common shares outstanding	147.4	153.8	156.0
Earnings per share:			
Basic	$ 2.77	$ 2.76	$ 2.43
Diluted	$ 2.76	$ 2.75	$ 2.42
Anti-dilutive shares	0.6	0.5	1.8

Share Repurchase Program

On April 30, 2025, the Company's Board of Directors approved a replenishment of the Company's previously approved share repurchase program announced in May 2021 and replenished in May 2022, bringing the total amount authorized for future share repurchases to $500.0 million. Under the share repurchase program, the Company may purchase shares of common stock from time to time in open market transactions, privately negotiated transactions, accelerated share repurchase programs, or by combinations of such methods, any of which may use prearranged trading plans that are designed to meet the requirements of Rule 10b5-1(c) of the Securities Exchange Act of 1934. The timing of any repurchases and the actual number of shares repurchased will depend on a variety of factors, including the Company's stock price, corporate and regulatory requirements, restrictions under the Company's debt obligations and other market and economic conditions. The share repurchase program may be suspended or discontinued at any time and has no expiration date.

During the year ended December 31, 2025, the Company repurchased 8.0 million of the Company's shares for $300.2 million through open market transactions at an average price per share of $37.35.

During the third fiscal quarter of 2024, the Company entered into an ASR agreement with a third-party institution, whereupon the Company made a prepayment of $100.0 million. The ASR agreement settled during the third fiscal quarter of 2024. The Company received 3.0 million of the Company's shares at an average price per share of $33.84 under the ASR.

During the fourth fiscal quarter of 2024, the Company entered into a share repurchase agreement with a third-party institution, whereupon the Company made a payment of $25.0 million. At the end of an agreed-upon trading period during the fourth fiscal quarter of 2024, the Company received 0.6 million of the Company's shares at an average price per share of $39.57 under the share repurchase agreement.

The Company repurchased an additional 2.7 million of the Company's shares for $99.7 million through open market transactions at an average price per share of $37.09 during the year ended December 31, 2024.

During the year ended December 31, 2023, the Company repurchased 2.8 million of the Company's shares for $74.7 million through open market transactions at an average price per share of $26.96.

As of December 31, 2025, the Company had remaining authorization to repurchase $267.4 million of its common stock under the share repurchase program.

NOTE 20. DIVESTITURES

2025 Divestitures

During the year ended December 31, 2025, the Company completed the sales of certain assets within its Mobility Technologies segment and its European service operations within its Environmental & Fueling Solutions segment. As a result of the transactions, the Company recognized a gain of $3.5 million during the year ended December 31, 2025, which is presented in Gain on sale of businesses in the Consolidated Statements of Earnings and Comprehensive Income. The operations of the disposed businesses did not meet the criteria to be presented as discontinued operations.

2024 Divestiture

During January 2024, the Company completed the sale of Coats for $72.4 million. As a result of the transaction, the Company recognized a gain of $37.2 million during the year ended December 31, 2024, which is presented in Gain on sale of businesses in the Consolidated Statements of Earnings and Comprehensive Income. The operations of Coats did not meet the criteria to be presented as discontinued operations.

2023 Divestiture

During April 2023, the Company completed the sale of Global Traffic Technologies for $108.4 million. As a result of the transaction, the Company recognized a gain of $34.4 million during the year ended December 31, 2023, which is presented in Gain on sale of businesses in the Consolidated Statements of Earnings and Comprehensive Income. The operations of Global Traffic Technologies did not meet the criteria to be presented as discontinued operations.

NOTE 21. SUBSEQUENT EVENTS

During January 2026, the Company repurchased 0.7 million of the Company's shares through open market transactions for $25.0 million.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

March 31, 2026
Date of Report (Date of Earliest Event Reported)

Vontier Corporation
(Exact Name of Registrant as Specified in Its Charter)

Delaware	001-39483	84-2783455
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

5438 Wade Park Boulevard, Suite 600 Raleigh, NC	27607
(Address of Principal Executive Offices)	(Zip Code)

(984) 275-6000
(Registrant's Telephone Number, Including Area Code)

Not applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common stock, par value $0.0001 per share	VNT	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On March 31, 2026, Vontier Corporation, a Delaware corporation ("Vontier"), and certain of its subsidiaries entered into a 364-day Term Loan Agreement with PNC Bank, National Association, as administrative agent, and the lenders party thereto (the "Term Loan Agreement"). The Term Loan Agreement provides for a 364-day, $300 million senior unsecured term loan facility (the "Term Loan Facility"). The Term Loan Facility matures on March 30, 2027.

Loans under the Term Loan Facility bear interest, at Vontier's option, at variable per annum rates equal to (i) Term SOFR (as defined in the Term Loan Agreement) for the applicable interest period plus a margin ranging from 0.070% to 1.325% or (ii) a Base Rate (as defined in the Term Loan Agreement) plus a margin ranging from 0% to 0.325%, in each case based on Vontier's long-term debt credit ratings. The Term Loan Agreement also provides for the payment of customary fees.

The above description of the Term Loan Agreement is qualified in its entirety by reference to the Term Loan Agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	364-Day Term Loan Agreement, dated as of March 31, 2026, by and among Vontier Corporation and certain of its subsidiaries party thereto, PNC Bank, National Association, as Administrative Agent, and the other Lenders party thereto
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

VONTIER CORPORATION

Date: March 31, 2026

By: /s/ Courtney Kamlet
Name: Courtney Kamlet
Title: Vice President - Chief Governance Officer & Chief of Staff

Exhibit 10.1

EXECUTION VERSION

Published CUSIP Numbers:
Deal CUSIP: 92887YAP5
Term Loan: 92887YAQ3

364-DAY TERM LOAN AGREEMENT

Dated as of March 31, 2026,

among



VONTIER CORPORATION,
as Borrower,

PNC BANK, NATIONAL ASSOCIATION
as Administrative Agent,

and

the other **LENDERS** party hereto,

and

PNC CAPITAL MARKETS LLC,
as Lead Arranger and Bookrunner

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364-DAY TERM LOAN AGREEMENT

This **364-DAY TERM LOAN AGREEMENT**, dated as of March 31, 2026 (this "Agreement"), is entered into among **VONTIER CORPORATION**, a Delaware corporation (the "Borrower"), each lender from time to time party hereto (collectively, the "Lenders" and individually, a "Lender"), and **PNC BANK, NATIONAL ASSOCIATION**, as Administrative Agent.

W I T N E S S E T H :

WHEREAS, the Borrower has requested that the Lenders provide a 364-day term loan credit facility and the Lenders are willing to do so on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"A&R Credit Facility" means that certain Second Amended and Restated Credit Agreement dated as of February 12, 2025 by and among the Borrower, Bank of America, N.A. and such other parties from time to time party thereto and any refinancings, refundings, renewals or extensions thereof; provided that the amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder.

"Acquisition" means any transaction, or any series of related transactions, by which any of the Borrower or its Subsidiaries (a) acquire any ongoing business or all or substantially all of the assets of, any firm, corporation or division thereof, whether through purchase of assets, purchase of stock, merger, amalgamation or otherwise, (b) directly or indirectly acquire control of at least a majority (in number of votes) of the securities of a corporation which have ordinary voting power for the election of directors, (c) directly or indirectly acquire control of a majority ownership interest in any partnership, joint venture or similar arrangement or (d) directly or indirectly acquire assets constituting all or substantially all of a product line or line of business of another Person; provided, however, that with respect to any stock purchase transaction structured as a tender offer, such transaction has been approved by the board of directors and/or shareholders (or comparable persons or groups) of the Borrower or such Subsidiary, as applicable, and such other Person.

"Act" has the meaning specified in Section 10.21.

"Administrative Agent" means PNC (or any of its designated branch offices or affiliates) in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means the Administrative Agent's address and account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent Parties" has the meaning specified in Section 10.02(c).

"Agent-Related Persons" means the Administrative Agent, together with its Affiliates (including, in the case of PNC, in its capacity as the Administrative Agent and Arranger), and the officers, directors, employees, agents and attorneys-in-fact of such Persons and Affiliates.

"Aggregate Commitments" means the Commitments of all the Lenders.

"Agreement" has the meaning specified in the introductory paragraph hereto.

"Applicable Foreign Obligor Documents" has the meaning specified in Section 5.12.

"Applicable Law" means, as to any Person, all applicable Laws binding upon such Person or to which such a Person is subject.

"Applicable Percentage" means, with respect to any Lender at any time, the percentage (carried out to the ninth decimal place) represented by the principal amount of such Lender's Loans at such time to the aggregate principal amount of Loans outstanding at such time. The Applicable Percentage of each Lender as of the Closing Date is set forth opposite the name of such Lender on Schedule 2.01. Thereafter, the Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

"Applicable Rate" means, from time to time, the following percentages per annum, set forth opposite the Debt Rating:

Pricing Level	Debt Rating Category	Applicable Margin for Term SOFR Loans	Applicable Margin for Base Rate Loans
1.	≥ BBB+ / Baa1 / BBB+	0.070%	0.000%
2.	BBB /Baa2 / BBB	0.825%	0.000%
3.	BBB- / Baa3 / BBB-	0.950%	0.000%
4.	BB+ / Ba1 / BB+	1.200%	0.200%
5.	≤ BB / Ba2 / BB	1.325%	0.325%

For purposes of the definition of "Applicable Rate," "Debt Rating" means, as of any date of determination, the rating as determined by any of S&P, Fitch or Moody's (collectively, the "Debt Ratings") of the Borrower's non-credit-enhanced, senior unsecured long-term debt; provided that (a) if each of the Debt Ratings differs by at least one Pricing Level, then the Pricing Level for the intermediate level of such Debt Ratings shall apply, (b) if two of the Debt Ratings are at the same Pricing Level and one of the Debt Ratings is issued at a different level, then the Pricing Level for the Debt Ratings at the same Pricing Level shall apply, (c) if only two Debt Ratings are issued and there is a split in the Debt Ratings of more than one

Pricing Level, then the Pricing Level that is one Pricing Level below the higher of the two Debt Ratings shall apply (with the Debt Rating for Pricing Level 1 being the highest and the Debt Rating for Pricing Level 5 being the lowest), (d) if only two Debt Ratings are issued and such Debt Ratings differ by one Pricing Level, then the Pricing Level for the higher of such Debt Ratings shall apply, (e) if only one Debt Rating is issued, that Debt Rating will apply and (f) if the Borrower has no Debt Ratings but no longer has any Debt Ratings, Pricing Level 5 shall apply.

As of the Closing Date, the Applicable Rate shall be Pricing Level 3. Thereafter, each change in the Applicable Rate resulting from a publicly announced change in the Debt Rating shall be effective during the period commencing on the date of the public announcement thereof and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody's, Fitch or S&P shall change, or if either such rating agency shall cease to be in the business of rating corporate debt obligations, the Borrower and the Lenders shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such rating agency and, pending the effectiveness of any such amendment, the Applicable Rate shall be determined by reference to the rating most recently in effect prior to such change or cessation.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arranger" means PNC Capital Markets LLC, in its capacity as lead arranger and bookrunner in respect of the Commitments hereunder.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an Assignment and Assumption substantially in the form of Exhibit D or such other form (including electronic documentation generated by use of an electronic platform) as the Administrative Agent and the Borrower may reasonably approve.

"Attorney Costs" means all reasonable and documented out-of-pocket fees, expenses and disbursements of any law firm or other external counsel.

"Attributable Indebtedness" means, on any date, (a) in respect of any Capital Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, and (b) in respect of any Off Balance Sheet Obligation, the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a Capital Lease.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, rule, regulation or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Base Rate" means for any day a fluctuating rate of interest per annum equal to the highest of (a) the Overnight Bank Funding Rate plus 1/2 of 1%, (b) the Prime Rate, (c) Term SOFR (for a one month Interest Period) plus 1.00% and (d) 1.00%. If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.03 hereof, then the Base Rate shall be the greater of clauses (a), (b) and (d) above and shall be determined without reference to clause (c) above.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate. All Base Rate Loans shall be denominated in Dollars.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Borrower" has the meaning specified in the introductory paragraph hereto.

"Borrower Materials" has the meaning specified in Section 6.02.

"Borrowing" means a borrowing consisting of simultaneous Loans of the same Type and, in the case of Term SOFR Loans, having the same Interest Period made by each of the Lenders pursuant to Section 2.01.

"Business Day" means any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required to be closed, or are in fact closed, for business in Pittsburgh, Pennsylvania (or, if otherwise, the Lending Office of the Administrative Agent); provided that, for purposes of any direct or indirect calculation or determination of, or when used in connection with any interest rate settings, fundings, disbursements, settlements, payments, or other dealings with respect to SOFR, the term "Business Day" means any such day that is also a U.S. Government Securities Business Day.

"Capital Lease" means each lease that has been or is required to be, in accordance with GAAP, classified and accounted for as a capital lease or financing lease.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith or in the implementation thereof and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted, issued or implemented.

"Change of Control" means, with respect to the Borrower, an event or series of events by which:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of the Borrower or its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have

"beneficial ownership" of all securities that such person or group has the right to acquire (such right, an "option right"), whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower on a fully diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right); or

(b) during any period of 12 consecutive months, a majority of the members of the board of directors or other equivalent governing body of the Borrower cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) (or individuals previously approved under this clause (iii)) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body (in each case, with such approval either by a specific vote or by approval of the Borrower's proxy statement in which such member was named as a nominee for election as a director).

"Closing Date" means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

"Code" means the Internal Revenue Code of 1986.

"Commitment" means, as to each Lender, its obligation to make Loans in Dollars to the Borrower pursuant to Section 2.01 in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Communication" means this Agreement, any Loan Document and any document, any amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to any Loan Document.

"Compliance Certificate" means a certificate substantially in the form of Exhibit C.

"Conforming Changes" means, with respect to Term SOFR or any Benchmark Replacement in relation thereto, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "Interest Period," the definition of "U.S. Government Securities Business Day," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent, in consultation with the Borrower, decides may be appropriate to reflect the adoption and implementation of Term SOFR or such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent

with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of Term SOFR or the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated EBITDA" means, for any Measurement Period, for the Borrower and its Subsidiaries on a consolidated basis, an amount equal to Consolidated Net Income for such period plus (a) the following to the extent deducted in calculating such Consolidated Net Income: (i) Consolidated Interest Charges for such period, (ii) the provision for Federal, state, local and foreign income taxes payable by the Borrower and its Subsidiaries for such period, (iii) depreciation and amortization expense, (iv) non-cash impairment charges for such period, (v) non-cash non-operating expenses for such period, (vi) non-cash equity compensation expenses for such period, (vii) cash or non-cash charges, including legal and advisor fees and other transaction expenses, incurred in connection with permitted acquisitions or financing transactions for such period, (viii) the net income (or loss) with respect to discontinued operations of the Borrower or any Subsidiaries during such period, (ix) other non-recurring or unusual expenses of the Borrower and its Subsidiaries reducing such Consolidated Net Income which do not represent a cash item in such period or any future period, and (x) cash or non-cash charges, including legal and advisor charges and other transaction expenses incurred in connection with Dispositions permitted under Section 7.09 incurred by the Borrower, provided that the aggregate amount, without duplication, available to be added back pursuant to clause (x) shall not exceed 10% of Consolidated EBITDA for such period, and minus (b) the following to the extent included in calculating such Consolidated Net Income: (i) Federal, state, local and foreign income tax credits of the Borrower and its Subsidiaries for such period and (ii) all non-cash items that are both non-operating and non-recurring increasing Consolidated Net Income for such period but excluding such items in respect of which cash was received in a prior period or will be received in a future period.

"Consolidated Funded Indebtedness" means, as of any date of determination, for the Borrower and its Subsidiaries on a consolidated basis, the sum, without duplication, of (a) the outstanding principal amount of all obligations, whether current or long-term, for borrowed money (including Obligations hereunder) and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (b) Attributable Indebtedness in respect of Capital Leases, (c) without duplication, all Guarantees with respect to outstanding Indebtedness of the types specified in clauses (a) and (b) above of Persons other than the Borrower or any Subsidiary, and minus (d) the sum of (i) 100% of the unencumbered and unrestricted cash and cash equivalents held in the United States by the Borrower and its Subsidiaries in excess of $50,000,000 and (ii) 65% of the unencumbered and unrestricted cash and cash equivalents held outside of the United States by the Borrower and its Subsidiaries; provided that such cash and cash equivalents are free of any Liens; provided, that (i) if the Borrower or any Subsidiary delivers or causes to be delivered an irrevocable repayment or redemption notice that results in Indebtedness in the form of debt securities being due and payable in full not later than 30 days after such repayment or redemption notice has been delivered and deposits cash with or for the benefit of the trustee or holders of such Indebtedness to fund such repayment or redemption in full, then such Indebtedness shall be considered repaid or redeemed (it being understood that if any applicable deposit is returned and the corresponding Indebtedness is not repaid or redeemed, but remains outstanding, such Indebtedness shall no longer be considered repaid or redeemed), and (ii) if the Borrower or any Subsidiary commences a tender offer to repurchase Indebtedness (the "Repurchased Indebtedness") and will be obligated to repurchase such Indebtedness for payment in full, together with accrued and unpaid interest thereon, after the satisfaction or waiver of any conditions of such tender offer, and in connection therewith issues Indebtedness in the form of debt

securities (the "New Indebtedness") the proceeds of which are to be used to repurchase the Repurchased Indebtedness within 30 days of issuance of such New Indebtedness (the "Period"), then to the extent, and solely so long as, the Borrower or any Subsidiary either holds the proceeds of such New Indebtedness in escrow pursuant to customary arrangements, or otherwise sets aside the proceeds of such New Indebtedness in Dollars to fund such repurchase of Repurchased Indebtedness, then the amount of such New Indebtedness shall be deemed for the purpose of this definition to be reduced by the amount of the proceeds thereof that are so held in escrow or set aside (solely to the extent and for so long as so held or set aside, and not for the avoidance of doubt to the extent applied to repurchase the Repurchased Indebtedness or applied for any other purpose other than the repayment of the New Indebtedness); provided, further, that upon the end of the Period, the deemed reduction of the New Indebtedness described above shall no longer apply.

"Consolidated Interest Charges" means, for any period, for the Borrower and its Subsidiaries on a consolidated basis, the sum of (a) all interest, premium payments, debt discount, fees, charges and related expenses of the Borrower and its Subsidiaries in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest in accordance with GAAP, and (b) the portion of rent expense of the Borrower and its Subsidiaries with respect to such period under Capital Leases that is treated as interest in accordance with GAAP.

"Consolidated Interest Coverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated EBITDA for the period of the four prior fiscal quarters ending on such date to (b) Consolidated Interest Charges for such period.

"Consolidated Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Funded Indebtedness to (b) Consolidated EBITDA.

"Consolidated Net Income" means, for any Measurement Period, for the Borrower and its Subsidiaries on a consolidated basis, the net income of the Borrower and its Subsidiaries for such period, in each case as determined in accordance with GAAP.

"Consolidated Net Assets" means the aggregate of all assets of the Borrower and its Subsidiaries after deducting all current liabilities (excluding current maturities of long-term debt and all obligations under Capital Leases), all as set forth on the most recent balance sheet of the Borrower and its consolidated Subsidiaries and determined on a consolidated basis in accordance with GAAP.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.

"Controlled" has the meaning correlative thereto.

"Covered Entity" has the meaning specified in Section 10.21(b).

"Debt Rating" has the meaning set forth in the definition of "Applicable Rate."

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means when used with respect to Obligations, an interest rate equal to (a) the Base Rate plus (b) the Applicable Rate, if any, applicable to Base Rate Loans plus (c) 2% per annum; provided, however, that with respect to a Term SOFR Loan the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2% per annum.

"Defaulting Lender" means, subject to Section 2.15(b), any Lender that (a) has failed to (i) fund any portion of its Loans required to be funded by it hereunder within two (2) Business Days of the date required to be funded by it hereunder unless such Lender, acting reasonably and in good faith, notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding has not been satisfied (specifically identified and including the particular default, if any) or unless such failure has been cured, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due (b) has notified the Borrower, the Administrative Agent or any other Lender that it does not intend to comply with its funding obligations unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination, acting reasonably and in good faith, that one or more conditions precedent to funding has not been satisfied (specifically identified and including the particular default, if any) or has made a public statement to that effect with respect to its funding obligations hereunder or generally under other agreements in which it commits to extend credit, (c) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due, unless the subject of a good faith dispute unless such failure has been cured, (d) has failed, within three Business Days after written request by the Administrative Agent, to confirm in a manner satisfactory to the Administrative Agent that it will comply with its funding obligations or (e)(i) has become or is insolvent or has a parent company that has become or is insolvent, (ii) has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment, or (iii) has become the subject of a Bail-In Action. Notwithstanding anything to the contrary above, a Lender will not be a Defaulting Lender solely by virtue of the ownership or acquisition of any capital stock in such Lender or its parent company by any Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.15(b)) as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrower and each other Lender promptly following such determination.

"Designated Jurisdiction" means, at any time, any country, area, territory, or jurisdiction that is the subject or target of comprehensive Sanctions (as of the date of this Agreement, Cuba, Iran, North Korea, and the Crimea, Donetsk People's Republic and Luhansk People's Republic regions of Ukraine, as well as the Kherson and Zaporizhzhia regions of Ukraine).

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (in one transaction or in a series of transactions and whether effected pursuant to a Division or otherwise) of any property by any Person (including any sale and leaseback transaction), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith. The term "Disposition" shall not include (a) any issuance of Equity Interests or (b) any cash payments otherwise permitted by this Agreement.

"Dividing Person" has the meaning specified in the definition of "Division."

"Division" means the division of the assets, liabilities and/or obligations of a Person (the "Dividing Person") among two or more Persons (whether pursuant to a "plan of division" or similar arrangement), which may or may not include the Dividing Person and pursuant to which the Dividing Person may or may not survive.

"Dollar" and "$" mean lawful money of the United States.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Electronic Copy" shall have the meaning specified in Section 10.19.

"Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 10.07(b)(iii) and (v) (subject to such consents, if any, as may be required under Section 10.07(b)(iii)).

"Environmental Laws" means any and all applicable Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other

ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination; provided that Equity Interests shall not include stock options, restricted stock units, restricted shares or other awards granted under any equity compensation plan of the Borrower; provided further that Indebtedness convertible or exchangeable into Equity Interests shall not be deemed to be Equity Interests unless and until such Indebtedness is so converted or exchanged.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means, as of any date of determination, any trade or business (whether or not incorporated) that, as of such date of determination, is under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) the withdrawal of the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which such entity was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is insolvent; (d) the filing of a notice of intent to terminate, or the treatment of a Pension Plan amendment as a plan termination, in each case, under Sections 4041 or 4041A of ERISA; (e) the institution by the PBGC of proceedings to terminate a Pension Plan (other than a Multiemployer Plan) or, to the knowledge of the Borrower, a Multiemployer Plan; (f) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (g) the determination that any Pension Plan (other than a Multiemployer Plan) or, to the knowledge of the Borrower, a Multiemployer Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 and 305 of ERISA; or (h) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate (where, for Multiemployer Plans, the occurrence of an imposition is to the knowledge of the Borrower); provided that with respect to a Pension Plan or Multiemployer Plan in which neither the Borrower nor any Subsidiary is a participating or contributing employer, clauses (a) through (h) shall be to the knowledge of the Borrower.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" has the meaning specified in Section 8.01.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to any Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under

Section 10.16) or (ii) such Lender changes its Lending Office, except in each case to the extent that, pursuant to Section 3.01, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (c) Taxes attributable to such Recipient's failure to comply with Section 3.01(g) and (d) any U.S. federal withholding Taxes imposed pursuant to FATCA.

"FASB ASC" means the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code, as of the date of this Agreement (or any amended or successor version described above) and any intergovernmental agreement (and related fiscal or regulatory legislation, or related official rules or practices) implementing the foregoing.

"Fee Letter" means that certain Fee Letter dated as of February 9, 2026 among the Borrower, PNC and PNC Capital Markets LLC.

"Finance Subsidiary" means any Subsidiary of the Borrower, whether now existing or hereafter created or acquired, (a) of which at least ninety percent (90%) of all of the issued and outstanding voting and beneficial Equity Interests are owned, directly or indirectly, by the Borrower; (b) that has no material assets, operations, revenues or cash flows other than those related to the incurrence, administration and repayment of Indebtedness; and (c) whose Indebtedness is Guaranteed by the Borrower.

"Financial Statements" means the consolidated balance sheet of the Borrower and its Subsidiaries for the fiscal year ended December 31, 2025, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year of the Borrower and its Subsidiaries, including the notes thereto, as filed with the Borrower's Form 10-K filed with the SEC by the Borrower on February 12, 2026.

"Fitch" means Fitch Ratings, Inc. and any successor thereto.

"Foreign Lender" means (a) if the Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if the Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which the Borrower is resident for Tax purposes. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Foreign Obligor" means a Loan Party that is a Foreign Subsidiary.

"Foreign Subsidiary" means any Subsidiary that is organized under the laws of a jurisdiction other than the United States, a State thereof or the District of Columbia.

"FRB" means the Board of Governors of the Federal Reserve System of the United States.

"Fund" means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied, except as otherwise provided in Section 1.03.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including the Financial Conduct Authority, the Prudential Regulation Authority and any supra-national bodies such as the European Union or the European Central Bank).

"Granting Lender" has the meaning specified in Section 10.07(g).

"Guarantee" means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any monetary obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Person. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Guarantors" means, collectively, those certain Subsidiaries of the Borrower from time to time party to the Guaranty.

"Guaranty" means the (a) Guaranty Agreement made by the Guarantors in favor of the Administrative Agent and the Lenders, dated as of the date hereof and (b) any other guaranty made by the Guarantors in favor of the Administrative Agent and the Lenders substantially in the form of Exhibit F or such other form as the Administrative Agent and the Borrower may reasonably approve.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(c) net obligations of such Person under any Swap Contract;

(d) all non-contingent obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) Capital Leases and Off Balance Sheet Obligations; and

(g) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company or similar limited liability entity organized under the laws of a jurisdiction other than the United States or a state thereof) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of any Capital Lease or Off Balance Sheet Obligation as of any date shall be deemed to be the amount of Attributable Indebtedness in respect thereof as of such date.

"Indemnified Liabilities" has the meaning set forth in Section 10.05(a).

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitees" has the meaning set forth in Section 10.05(a).

"Information" has the meaning specified in Section 10.08.

"Interest Payment Date" means, (a) as to any Term SOFR Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; provided, however, that if any Interest Period for a Term SOFR Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan, the last Business Day of each March, June, September and December and the Maturity Date.

"Interest Period" means, as to each Term SOFR Loan, the period commencing on the date such Term SOFR Loan is disbursed or (in the case of any Term SOFR Loan) converted to or continued as a Term SOFR Loan and ending on the date one, three or six months thereafter (in each case, subject to availability), as selected by the Borrower in its Loan Notice; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, such Business Day falls in another calendar month, in which case such Interest Period shall end on the immediately preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Maturity Date.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of capital stock or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor Guarantees Indebtedness of such other Person, or (c) the purchase or other acquisition (in one transaction or a series of related transactions) of assets of another Person that constitute a business unit.

"IRS" means the United States Internal Revenue Service.

"Laws" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law, including, without limitation all Environmental Laws.

"Lender" has the meaning specified in the introductory paragraph hereto.

"Lender Party" means the Administrative Agent and each Lender.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent, which office may include any Affiliate of such Lender or any domestic or foreign branch of such Lender or such Affiliate. Unless the context otherwise requires each reference to a Lender shall include its applicable Lending Office.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, and any financing lease having substantially the same economic effect as any of the foregoing).

"Limited Conditionality Acquisition" means any Acquisition that (a) is not prohibited hereunder, (b) is financed in whole or in part with a substantially concurrent incurrence of Indebtedness, and (c) is not conditioned on the availability of, or on obtaining, third-party financing.

"Loan" means an extension of credit by a Lender to the Borrower under Article II.

"Loan Documents" means this Agreement (including the schedules and exhibits hereto), any Guaranty, each Note, and each Loan Notice and any amendments, modifications or supplements hereto or to any other Loan Document or waivers hereof or to any other Loan Document.

"Loan Notice" means a notice of (a) a Borrowing, (b) a conversion of Loans from one Type to the other, or (c) a continuation of Term SOFR Loans, pursuant to Section 2.02(a), which shall be substantially in the form of Exhibit A or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

"Loan Parties" means, collectively, the Borrower and the Guarantors.

"Margin Regulations" means Regulations T, U and X of the FRB.

"Margin Stock" has the meaning specified in the Margin Regulations.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the business, assets, liabilities (actual or contingent), operations or financial condition of the Borrower and its Subsidiaries taken as a whole; (b) a material impairment of the ability of any Loan Party to perform its obligations under any Loan Document to which it is a party; (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document to which it is a party; or (d) a material adverse effect upon the rights and remedies of the Administrative Agent or any Lender under any Loan Document.

"Maturity Date" means March 30, 2027; provided, however, that if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Measurement Period" means, at any date of determination, the most recently completed four fiscal quarters of the Borrower then ended or then most recently ended as the case may be.

"Moody's" means Moody's Ratings and any successor thereto.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"Multiple Employer Plan" means a Plan which has two or more contributing sponsors (including the Borrower or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

"Non-Consenting Lender" means any Lender that does not approve any consent, waiver or amendment that (a) requires the approval of all Lenders or all affected Lenders in accordance with the terms of Section 10.01 and (b) has been approved by the Required Lenders.

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

"Note" means a promissory note made by the Borrower in favor of a Lender evidencing Loans made by such Lender, substantially in the form of Exhibit B.

"Notice of Loan Prepayment" means a notice of prepayment with respect to a Loan, which shall be substantially in the form of Exhibit H or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer.

"Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed

claims in such proceeding. Without limiting the foregoing, the Obligations include (a) the obligation to pay principal, interest, charges, expenses, fees, indemnities and other amounts payable by any Loan Party under, and in accordance with the terms and conditions of, any Loan Document and (b) the obligation of the Loan Parties to reimburse any amount in respect of any of the foregoing that the Administrative Agent or any Lender, in each case in its sole discretion, may elect to pay or advance on behalf of the Loan Parties.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"Off Balance Sheet Obligation" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment) or (c) an agreement for the sale of receivables or like assets creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, could be characterized as the indebtedness of such Person (without regard to accounting treatment).

"Organization Documents" means, (a) with respect to any corporation, the charter or certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating or limited liability agreement (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction) and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction).

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.06).

"Outbound Investment Rules" means the regulations administered and enforced, together with any related public guidance issued, by the United States Treasury Department under U.S. Executive Order 14105 of August 9, 2023, or any similar law or regulation; as of the date of this Agreement, and as codified at 31 C.F.R. § 850.101 et seq.

"Outstanding Amount" means on any date, the aggregate outstanding principal amount of Loans on such date after giving effect to any borrowings and prepayments or repayments of Loans occurring on such date.

"Overnight Bank Funding Rate" means for any day, the rate comprised of both overnight federal funds and overnight eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York, as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the Federal Reserve Bank of New York (or by such other recognized electronic source (such as Bloomberg) selected by the Administrative Agent for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Administrative Agent at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. Such rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Borrower.

"Participant" has the meaning specified in Section 10.07(d).

"Participant Register" has the meaning specified in Section 10.07(d).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Funding Rules" means the rules of the Code and ERISA regarding minimum funding standards with respect to Pension Plans and set forth in Sections 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

"Pension Plan" means any employee pension benefit plan (including a Multiple Employer Plan or a Multiemployer Plan) that is maintained or is contributed to by the Borrower and any ERISA Affiliate or with respect to which the Borrower or any ERISA Affiliate has any liability and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by the Borrower or, with respect to any such plan that is subject to the Pension Funding Rules, any ERISA Affiliate.

"Platform" has the meaning specified in Section 6.02.

"PNC" means PNC Bank, National Association, its successors and assigns.

"Priority Debt Basket" means, on any date of determination, an amount equal to 15% of the Consolidated Net Assets of the Borrower and its Subsidiaries as of the then most recently completed fiscal quarter of the Borrower prior to such date.

"Prime Rate" means the interest rate per annum announced from time to time by the Administrative Agent at the Administrative Agent's Office as its then prime rate, which rate may not be the lowest or most favorable rate then being charged to commercial borrowers or others by the Administrative Agent and may not be tied to any external rate of interest or index. Any change in the Prime Rate shall take effect at the opening of business on the day such change is announced.

"Pro Forma Basis" means, for purposes of calculating the financial covenants set forth in Section 7.06, and for any transaction or proposed transaction deemed to have occurred on and as of the first day of a Measurement Period pursuant to Section 1.03(d), the following pro forma adjustments, in each case arising out of events which are directly attributable to such transaction or proposed transaction, are factually supportable and expected to have a continuing impact, including cost savings resulting from headcount reductions, facility closings or similar restructurings, as certified by a Responsible Officer of the Borrower:

(a) in the case of any such transaction or proposed transaction that is a Disposition, all income statement items (whether positive or negative) attributable to the brand, business unit, product line, line of business, division or facility or the Person subject to such Disposition shall be excluded from the results of the Borrower and its Subsidiaries for such Measurement Period;

(b) in the case of any such transaction or proposed transaction that is an Investment (including any acquisition, whether by merger, consolidation or otherwise), income statement items (whether positive or negative) attributable to the brand, business unit, product line, line of business, division or facility or the Person subject to such Investment shall be included in the results of the Borrower and its Subsidiaries for such Measurement Period;

(c) in the case of any retirement of Indebtedness or any Indebtedness that was or is to be repaid or refinanced in connection with such transaction or proposed transaction, interest accrued on such Indebtedness during such Measurement Period shall be excluded from the results of the Borrower and its Subsidiaries for such Measurement Period (and to the extent not already excluded pursuant to any other clause of this definition or pursuant to Section 1.03(d), the principal amount of such Indebtedness shall also be excluded); and

(d) in the case of the incurrence or assumption of any Indebtedness in connection with such transaction (other than any such Indebtedness to be repaid or refinanced in accordance with clause (c) above) or proposed transaction, interest shall be deemed to have accrued on such Indebtedness during such Measurement Period (in the case of interest that accrues at a formula or floating rate, at the rate in effect at the time of determination) and shall be included in the results of the Borrower and its Subsidiaries for such Measurement Period.

"PTE" means a prohibited transaction class exemption issued by the United States Department of Labor, as any such exemption may be amended from time to time.

"Public Lender" has the meaning specified in Section 6.02.

"Recipient" means the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder.

"Register" has the meaning set forth in Section 10.07(c).

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person's Affiliates.

"Reportable Event" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

"Required Lenders" means, as of any date of determination, at least two Lenders having more than 50% of the sum of (a) the undrawn portion of the Aggregate Commitments, and (b) the aggregate Loans outstanding on such date; provided that the Commitment of, and the portion of Loans held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Rescindable Amount" has the meaning as defined in Section 2.13(b)(ii).

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means (a) the chief executive officer, president, chief financial officer, treasurer, assistant treasurer, chief accounting officer, corporate controller, general counsel or any executive vice president of a Loan Party, (b) solely for purposes of the delivery of incumbency certificates pursuant to Section 4.01, the secretary or any assistant secretary of a Loan Party and, (c) solely for purposes of notices given pursuant to Article II, any other officer of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of the applicable Loan Party designated in or pursuant to an agreement between the applicable Loan Party and the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such capital stock or other Equity Interest, or on account of any return of capital to the Borrower's stockholders, partners or members (or the equivalent Person thereof).

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc., and any successor thereto.

"Same Day Funds" means immediately available funds.

"Sanction(s)" means any international economic sanction administered or enforced by the United States Government (including without limitation, OFAC), the United Nations Security Council, the Government of Canada, the Government of Japan, the Hong Kong Monetary Authority, the European Union or His Majesty's Treasury ("HMT").

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Significant Subsidiary" means, each Subsidiary of the Borrower which as of the most recently ended fiscal year of the Borrower contributed or was accountable for at least 5% of the revenues or assets of the Borrower and its Subsidiaries determined on a consolidated basis for such year.

"SOFR" means, for any day, a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SPC" has the meaning specified in Section 10.07(g).

"Specified Transaction" means (a) any Investment or series of related Investments in Equity Interests or assets constituting a brand, business unit, product line, line of business, division or facility of a Person or Persons, made by the Borrower or any of its Subsidiaries, and (b) any Disposition or series of related Dispositions of Equity Interests or assets constituting a brand, business unit, product line, line of business, division or facility of a Person or Persons made by the Borrower or any of its Subsidiaries.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise Controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender).

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term SOFR" shall mean, for any Interest Period, the interest rate per annum determined by the Administrative Agent (rounded upwards, at the Administrative Agent's discretion, to the nearest 1/100th of 1%) equal to the Term SOFR Reference Rate for a tenor comparable to such Interest Period, as such rate is published by the Term SOFR Administrator on the day (the "Term SOFR Determination Date") that is two (2) Business Days prior to the first day of such Interest Period. If the Term SOFR Reference Rate for the applicable tenor has not been published or replaced with a Benchmark Replacement by 5:00 p.m. (Pittsburgh, Pennsylvania time) on the Term SOFR Determination Date, then the Term SOFR Reference Rate shall be the Term SOFR Reference Rate for such tenor on the first Business Day preceding such Term SOFR Determination Date for which such Term SOFR Reference Rate for such tenor was published in accordance herewith, so long as such first preceding Business Day is not more than three (3) Business Days prior to such Term SOFR Determination Date. If Term SOFR, determined as provided above, would be less than zero percent, then Term SOFR shall be deemed to be zero percent. Term SOFR shall be adjusted automatically without notice to the Borrower on and as of the first day of each Interest Period.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Determination Date" has the meaning specified in the definition of "Term SOFR".

"Term SOFR Loan" means a Loan that bears interest based on Term SOFR.

"Term SOFR Reference Rate" shall mean the forward-looking term rate based on SOFR.

"Threshold Amount" means $80,000,000.

"Total Credit Exposure" means, as to any Lender at any time, the aggregate Outstanding Amount at such time of its Loans; provided that at any time prior to the making of the Loans, the Total Credit Exposure of any Lender shall be equal to such Lender's Commitment.

"Type" means with respect to a Loan, its character as a Base Rate Loan or Term SOFR Loan.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person subject to IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"United States" and "U.S." mean the United States of America.

"Unfunded Pension Liability" means the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to the Pension Funding Rules for the applicable plan year.

"U.S. Government Securities Business Day" means any day, except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning specified in Section 3.01(g)(ii)(B)(III).

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers

of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) (i) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(ii) Article, Section, Exhibit and Schedule references are to the Loan Document in which such reference appears.

(iii) The term "including" is by way of example and not limitation.

(iv) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(c) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(d) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(e) All references to any Person shall also refer to the successors and assigns of such Person permitted hereunder.

(f) Any reference herein to a merger, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a Division of or by a limited liability company, or an allocation of assets to a series of a Dividing Person (or the unwinding of such a Division or allocation), as if it were a merger, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate Person. Any Division of a Dividing Person shall constitute a separate Person under the Loan Documents (and each Division of any Dividing Person that is a Subsidiary, joint venture or any other like term shall also constitute such a Person or entity).

1.03 Accounting Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time subject to Sections 1.03(b) and (c), except as otherwise specifically prescribed herein. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded.

(b) If at any time any change in GAAP (including the early adoption by the Borrower of any provision of GAAP) would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

(c) Notwithstanding the foregoing, for the purposes of this Agreement, leases shall continue to be classified and accounted for on a basis consistent with GAAP as in effect as of December 31, 2017, notwithstanding any change in GAAP related thereto (including pursuant to Accounting Standard Codification Topic 842) and the Borrower shall not be required to provide any reconciliation thereof to GAAP.

(d) Pro Forma Determinations. Notwithstanding anything in this Agreement to the contrary:

(i) all calculations of the financial covenants in Section 7.06 shall be made on a Pro Forma Basis with respect to any Specified Transaction occurring during the applicable Measurement Period;

(ii) if on any date of determination pro forma compliance with the requirements of this Agreement is a condition precedent to the consummation of a proposed transaction pursuant to any provision of this Agreement, then for that purpose such compliance shall be determined on a Pro Forma Basis giving effect to (A) such proposed transaction and (B) without duplication, any Specified Transaction that has been consummated during the Measurement Period then most recently ended for which financial statements have been delivered pursuant to Section 6.01 or during the period following such Measurement Period and prior to such date, in each case, as of the first day of such Measurement Period; and

(iii) for each Specified Transaction that is consummated during any Measurement Period, compliance with the requirements of this Agreement shall be determined on a Pro Forma Basis giving effect to such Specified Transaction as of the first day of such Measurement Period.

1.04 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with 0.5 of a unit being rounded upward).

1.05 References to Agreements and Laws. Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Loan Document; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.07 Interest Rates. Section 3.03 of this Agreement provides a mechanism for determining an alternative rate of interest in the event that any Benchmark is no longer available or in certain other circumstances. The Administrative Agent does not warrant or accept any responsibility for and shall not have any liability with respect to, (a) the continuation of, administration of, submission of or calculation of, or any other matter related to, any Benchmark or any component definition thereof or rates referred to in the definition thereof, or any alternative or successor rate thereto, or replacement rate therefor (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, such Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of any Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower or any other person or entity. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.08 Limited Conditionality Acquisitions. In the event that the Borrower notifies the Administrative Agent in writing that any proposed Acquisition is a Limited Conditionality Acquisition and that the Borrower wishes to test the conditions to such Acquisition and the availability of Indebtedness that is to be used to finance such Acquisition in accordance with this Section, then the following provisions shall apply:

(a) any condition to such Acquisition or such Indebtedness that requires that no Default or Event of Default shall have occurred and be continuing at the time of such Acquisition or the incurrence of such Indebtedness, shall, if agreed to by the lenders providing such Indebtedness, be satisfied if (i) no Default or Event of Default shall have occurred and be continuing at the time of the execution of the definitive purchase agreement, merger agreement or other acquisition agreement governing such Acquisition and (ii) no Event of Default under any of Sections 8.01(a), (b), (f) or (g) shall have occurred and be continuing both before and after giving effect to such Acquisition and any Indebtedness incurred in connection therewith (including such additional Indebtedness);

(b) any condition to such Acquisition and/or such Indebtedness that the representations and warranties in this Agreement and the other Loan Documents shall be true and correct at the time of such Acquisition or the incurrence of such Indebtedness may, if agreed to by the lenders providing such Indebtedness, be limited by customary "SunGard" or other customary applicable "certain funds" conditionality provisions, so long as all such representations and warranties in this Agreement and the other Loan Documents are true and correct at the time of the execution of the definitive purchase agreement, merger agreement or other acquisition agreement governing such Acquisition;

(c) any financial ratio test or condition, may upon the written election of the Borrower delivered to the Administrative Agent prior to the execution of the definitive agreement for such Acquisition, be tested either (i) upon the execution of the definitive agreement with respect to such Limited Conditionality Acquisition or (ii) upon the consummation of the Limited Conditionality Acquisition and related incurrence of Indebtedness, in each case, after giving effect to the relevant Limited Conditionality Acquisition and related incurrence of Indebtedness, on a Pro Forma Basis; provided that the failure to deliver a notice under this Section 1.08(c) prior to the date of execution of the definitive agreement for such Limited Conditionality Acquisition shall be deemed an election to test the applicable financial ratio under subclause (ii) of this Section 1.08(c); and

(d) if the Borrower has made an election with respect to any Limited Conditionality Acquisition to test a financial ratio test or condition at the time specified in clause (c)(i) of this Section, then in connection with any subsequent calculation of any ratio (other than the financial covenants tested pursuant to Section 7.06) or basket on or following the relevant date of execution of the definitive agreement with respect to such Limited Conditionality Acquisition and prior to the earlier of (i) the date on which such Limited Conditionality Acquisition is consummated or (ii) the date that the definitive agreement for such Limited Conditionality Acquisition is terminated or expires without consummation of such Limited Conditionality Acquisition, any such ratio (other than the financial covenants tested pursuant to Section 7.06) or basket shall be required to be satisfied (x) on a Pro Forma Basis assuming such Limited Conditionality Acquisition and other transactions in connection therewith (including the incurrence or assumption of Indebtedness) have been consummated and (y) assuming such Limited Conditionality Acquisition and other transactions in connection therewith (including the incurrence or assumption of Indebtedness) have not been consummated.

The foregoing provisions shall apply with similar effect during the pendency of multiple Limited Conditionality Acquisitions such that each of the possible scenarios is separately tested. Notwithstanding anything to the contrary herein, in no event shall there be more than two Limited Conditionality Acquisitions at any time outstanding.

ARTICLE II THE COMMITMENTS AND BORROWINGS

2.01 The Loans. Subject to the terms and conditions set forth herein, each Lender severally agrees to make a single loan to the Borrower in Dollars on the Closing Date in an amount not to exceed such Lender's Commitment. The Borrowing shall consist of Loans made simultaneously by the Lenders in accordance with their respective Applicable Percentage. Amounts borrowed under this Section 2.01 and repaid or prepaid may not be reborrowed. Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Term SOFR Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by (A) telephone or (B) a Loan Notice, provided that any telephonic notice must be confirmed promptly by delivery to the Administrative Agent of a Loan Notice. Each such notice must be received by the Administrative Agent not later than 12:00 p.m. (i) three (3) Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Term SOFR Loans or of any conversion of Term SOFR Loans to Base Rate Loans, (ii) on the requested date of any Borrowing of Base Rate Loans and (iii) on the requested date of any Borrowing of or conversion to Base Rate Loans. Each Borrowing of, conversion to or continuation of Term SOFR Loans shall be in a principal amount of $5,000,000 or a whole multiple of $1,000,000 in excess thereof. Each Borrowing of or conversion to Base Rate Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000

in excess thereof. Each Loan Notice shall specify (i) whether the Borrower is requesting a Borrowing, a conversion of Loans from one Type to the other, or a continuation of Term SOFR Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted and (v) if applicable, the duration of the Interest Period with respect thereto. If the Borrower fails to specify a Type of Loan in a Loan Notice or if the Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as, or converted to, Base Rate Loans. Any automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Term SOFR Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of Term SOFR Loans in any such Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(b) Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans or continuation, in each case as described in the preceding subsection. In the case of a Borrowing each Lender shall make the amount of its Loan available to the Administrative Agent in Same Day Funds at the Administrative Agent's Office not later than 2:00 p.m. on the Business Day specified in the applicable Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02, the Administrative Agent shall make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower on the books of PNC with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, a Term SOFR Loan may be continued or converted only on the last day of an Interest Period for such Term SOFR Loan. During the existence of a Default, no Loans may be requested as, converted to or continued as Term SOFR Loans without the consent of the Required Lenders.

(d) After giving effect to all Borrowings, all conversions of Loans from one Type to the other, and all continuations of Loans as the same Type, there shall not be more than five Interest Periods in effect.

(e) The Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the Lenders promptly after such amendment becomes effective.

2.03 [Reserved].

2.04 [Reserved].

2.05 [Reserved].

2.06 Prepayments. The Borrower may, upon notice to the Administrative Agent pursuant to delivery to the Administrative Agent of a Notice of Loan Prepayment, at any time or from time to time voluntarily prepay Loans in whole or in part without premium or penalty; provided that (i) such notice must be received by the Administrative Agent not later than 12:00 p.m. (A) three (3) Business Days prior to any

date of prepayment of Term SOFR Loans, and (B) on the date of prepayment of Base Rate Loans; (ii) any prepayment of Term SOFR Loans shall be in a principal amount of $5,000,000 or a whole multiple of $1,000,000 in excess thereof; (iii) any prepayment of Base Rate Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding; and (iv) any such notice may be conditioned upon the effectiveness of other Indebtedness or the occurrence of one or more other transactions or events. Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid and, if Term SOFR Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall irrevocably make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Term SOFR Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 3.05. Each prepayment of the outstanding Loans pursuant to this Section 2.06 shall be subject to Section 2.15 and paid to the Lenders in accordance with their respective Applicable Percentages.

2.07 Termination or Reduction of Commitments. The Lenders shall have no obligation to make Loans hereunder after the Closing Date, and any portion of the Aggregate Commitments not drawn on the Closing Date shall automatically expire.

2.08 Repayment of Loans. The Borrower shall repay to the Lenders on the Maturity Date the aggregate principal amount of all Loans outstanding on such date.

2.09 Interest.

(a) Subject to the provisions of subsection (b) below, (i) each Term SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Term SOFR for such Interest Period plus the Applicable Rate; and (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate.

(b) If any amount payable by the Borrower under any Loan Document is not paid when due (after giving effect to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such overdue amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by Applicable Laws. Furthermore, upon the request of the Required Lenders, while any other Event of Default exists, the Borrower shall pay interest on the principal amount of all outstanding Obligations at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by Applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

2.10 Fees. The Borrower shall pay to the Arranger and the Administrative Agent for their own respective accounts, in Dollars, fees in the amounts and at the times specified in the Fee Letter or otherwise separately agreed in writing. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.11 Computation of Interest and Fees. All computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to Term SOFR) shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.13(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

2.12 Evidence of Debt. The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender in the ordinary course of business. The Administrative Agent shall maintain the Register in accordance with Section 10.07(c). The accounts or records maintained by each Lender shall be conclusive absent manifest error of the amount of the Loans made by the Lenders to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the Register, the Register shall control in the absence of manifest error. Upon the request of any Lender to the Borrower made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Note, which shall evidence such Lender's Loans to the Borrower in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

2.13 Payments Generally; Administrative Agent's Clawback.

(a) All payments to be made by the Borrower shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office in Dollars and in Same Day Funds not later than 2:00 p.m. on the date specified herein. Without limiting the generality of the foregoing, the Administrative Agent may require that any payments due under this Agreement be made in the United States. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 2:00 p.m., shall in each case be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. All payments received by any such Lender after 2:00 pm, shall in each case be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue.

If any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b)

(i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Term SOFR Loans (or, in the case of any Borrowing of Base Rate Loans, prior to 1:00 p.m. on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in Same Day Funds with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender the applicable Overnight Bank Funding Rate, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to such Borrowing. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due.

With respect to any payment that the Administrative Agent makes for the account of the Lenders hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "Rescindable Amount"): (1) the Borrower has not in fact made such payment; (2) the Administrative Agent has made a payment in excess of the amount so paid by the Borrower (whether or not then owed); or (3) the Administrative Agent has for any reason otherwise erroneously made such payment; then each of the Lenders, severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender, in Same Day Funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the applicable Overnight Bank Funding Rate.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this clause (b) shall be conclusive, absent manifest error.

(c) If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender to the Borrower as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Borrowing set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) The obligations of the Lenders hereunder to make Loans are several and not joint.

(e) Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, toward payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

2.14 Sharing of Payments. If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Loans made by it, any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) in excess of its ratable share (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase from the other Lenders such participations in the Loans made by them, as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Loans or such participations, as the case may be, pro rata with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, without interest thereon. The Borrower agrees that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off, but subject to Section 10.09) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased. The provisions of this Section shall not be construed to apply to (x) any payment made by or on behalf of the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than an assignment to the Borrower or any Affiliate thereof (as to which the provisions of this Section shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

2.15 Defaulting Lenders.

(a) Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by Applicable Law:

(i) Waivers and Amendments. That Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 10.01 and in the definition of "Required Lenders".

(ii) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender under any Loan Document (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 10.09), shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; *second*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *third*, if so determined by the Administrative Agent and the Borrower, to be held in a non-interest bearing deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement; *fourth*, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender, against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *fifth*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *sixth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata in accordance with the Commitments hereunder. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(b) Defaulting Lender Cure. If the Borrower and the Administrative Agent agree in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans to be held on a pro rata basis by the Lenders in accordance with their Applicable Percentage, whereupon that Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

3.01 Taxes.

(a) Defined Terms. For purposes of this Section 3.01, the term "Applicable Law" includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by the applicable withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the Loan Parties shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 3.01) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by Loan Parties. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by Loan Parties. Each of the Loan Parties shall indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.07(d) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this clause (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by the Loan Parties to a Governmental Authority as provided in this Section 3.01, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders; Tax Documentation.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.01(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that any Loan Party is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(I) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN-E (or W-8BEN, as applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN-E (or W-8BEN, as applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(II) executed copies of IRS Form W-8ECI;

(III) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit G-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN-E (or W-8BEN, as applicable); or

(IV) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN-E (or W-8BEN, as applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-2 or Exhibit G-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this subsection (D), "FATCA" shall include any amendments made to FATCA after the Closing Date.

(iii) Each Lender agrees that if any form or certification it previously delivered pursuant to this Section 3.01 expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(h) Treatment of Certain Refunds. Unless required by Applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender, or have any obligation to pay to any Lender, any refund of Taxes withheld or deducted from funds paid for the account of such Lender, as the case may be. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by any Loan Party or

with respect to which any Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to such Loan Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by a Loan Party under this Section 3.01 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) incurred by such Recipient, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Loan Parties, upon the request of the Recipient, agree to repay the amount paid over to the Loan Parties (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Recipient in the event the Recipient is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection (h), in no event will the applicable Recipient be required to pay any amount to the Loan Parties pursuant to this subsection (h) the payment of which would place the Recipient in a less favorable net after-Tax position than such Recipient would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require any Recipient to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party or any other Person.

(i) Survival. Each party's obligations under this Section 3.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

3.02 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to SOFR or Term SOFR or to determine or charge interest rates based upon SOFR or Term SOFR, then, upon notice thereof by such Lender to the Borrower (through the Administrative Agent), (a) any obligation of such Lender to make or continue Term SOFR Loans or to convert Base Rate Loans to Term SOFR Loans shall be suspended, and (b) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Term SOFR component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (i) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term SOFR Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Base Rate), on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term SOFR Loan to such day, or immediately, if such Lender may not lawfully continue to maintain such Term SOFR Loan, and (ii) if such notice asserts the illegality of such Lender determining or charging interest rates based upon SOFR, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Term SOFR component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 3.05.

3.03 Inability to Determine Rates; Administrative Agent and Lender Rights.

(a) Unascertainable. If at any time, the Administrative Agent shall have determined (which determination shall be conclusive and binding absent manifest error) that (i) Term SOFR cannot be determined pursuant to the definition thereof or (ii) the Required Lenders have determined that for any reason in connection with any request for a Term SOFR Loan or conversion thereto or continuation thereof that Term SOFR does not adequately and fairly reflect the cost to such Lenders of funding, establishing or maintaining such Loan during the applicable Interest Period, and the Required Lenders have provided notice of such determination to the Administrative Agent, then the Administrative Agent shall have the rights specified in Section 3.03(b).

(b) Administrative Agent's and Lender's Rights. In the case of any event specified in Section 3.03(a), the Administrative Agent shall promptly notify the Lenders and the Borrower thereof. Upon such date as shall be specified in such notice (which shall not be earlier than the date such notice is given), the obligation of (i) the Lenders, in the case of such notice given by the Administrative Agent, or (ii) such Lender, in the case of such notice given by such Lender, to allow the Borrower to select, convert to, renew or continue a Term SOFR Loan, shall be suspended (to the extent of the affected Term SOFR Loan or Interest Period) until the Administrative Agent shall have later notified the Borrower, or such Lender shall have later notified the Administrative Agent, of the Administrative Agent's or such Lender's, as the case may be, determination that the circumstances giving rise to such previous determination no longer exist. Upon a determination by Administrative Agent under Section 3.03(a), (i) if the Borrower has previously notified the Administrative Agent of its selection of, conversion to or renewal of a Term SOFR Loan and the renewal has not yet gone into effect, such notification shall be deemed to provide for selection of, conversion to or renewal of a Base Rate Loan, and (iii) any outstanding affected Term SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Absent due notice from the Borrower of conversion or prepayment, such Loan shall automatically be converted to a Base Rate Loan upon such specified date.

(c) Benchmark Replacement Setting.

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (A) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (B) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (A) the implementation of any Benchmark Replacement, and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to paragraph (iv) below and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document except, in each case, as expressly required pursuant to this Section.

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate or based on a term rate and either (I) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (II) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor; and (B) if a tenor that was removed pursuant to clause (A) above either (I) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (II) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a given Benchmark, the Borrower may revoke any pending request for a Loan bearing interest based on or with reference to such Benchmark or conversion to or continuation of Loans bearing interest based on or with reference to such Benchmark to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Base Rate Loan or conversion to a Base Rate Loan. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

(vi) Definitions. As used in this Section:

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor of such Benchmark that is then-removed from the definition of "Interest Period" pursuant to clause (iv) of this Section.

"Benchmark" means, initially, SOFR and the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to this Section.

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(A) Daily Simple SOFR;

(B) the sum of (A) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower, giving due consideration to (x) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (y) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for U.S. dollar-denominated syndicated credit facilities at such time and (B) the related Benchmark Replacement Adjustment;

provided that if the Benchmark Replacement as determined pursuant to the foregoing would be less than zero percent, the Benchmark Replacement will be deemed to be zero percent for the purposes of this Agreement and the other Loan Documents; and provided further, that any Benchmark Replacement shall be administratively feasible as determined by the Administrative Agent in its sole discretion.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement , the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower, giving due consideration to (A) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time.

"Benchmark Replacement Date" means a date and time determined by the Administrative Agent, which date shall be no later than the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (A) the date of the public statement or publication of information referenced therein and (B) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate or is based on a term rate, all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date determined by the Administrative Agent, which date shall promptly follow the date of the public statement or publication of information referenced therein;

For the avoidance of doubt, if such Benchmark is a term rate or is based on a term rate, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means, the occurrence of one or more of the following events, with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate or is based on a term rate, all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by a Governmental Authority having jurisdiction over the Administrative Agent, the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate or is based on a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate or is based on a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) or a Governmental Authority having jurisdiction over the Administrative Agent announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate or is based on a term rate, all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, if such Benchmark is a term rate or is based on a term rate, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Section 3.03(c) titled "Benchmark Replacement Setting" and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Section 3.03(c) titled "Benchmark Replacement Setting."

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), the interest rate per annum determined by the Administrative Agent (rounded upwards, at the Administrative Agent's discretion, to the nearest 1/100th of 1%) equal to SOFR for the day (the "SOFR Determination Date") that is 2 Business Days prior to (i) such SOFR Rate Day if such SOFR Rate Day is a Business Day or (ii) the Business Day immediately preceding such SOFR Rate Day if such SOFR Rate Day is not a Business Day, in each case, as such SOFR is published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, at http://www.newyorkfed.org, or any successor source identified by the Federal Reserve Bank of New York or its successor administrator for the secured overnight financing rate from time to time. If Daily Simple SOFR as determined above would be less than zero percent, then Daily Simple SOFR shall be deemed to zero percent. If SOFR for any SOFR Determination Date has not been published or replaced with a Benchmark Replacement by 5:00 p.m. (Pittsburgh, Pennsylvania time) on the second Business Day immediately following such SOFR Determination Date, then SOFR for such SOFR Determination Date will be SOFR for the first Business Day preceding such SOFR Determination Date for which SOFR was published in accordance with the definition of "SOFR"; provided that SOFR determined pursuant to this sentence shall be used for purposes of calculating Daily Simple SOFR for no more than 3 consecutive SOFR Rate Days. If and when Daily Simple SOFR as determined above changes, any applicable rate of interest based on Daily Simple SOFR will change automatically without notice to the Borrower, effective on the date of any such change.

"Relevant Governmental Body" means the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York, or any successor thereto.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

3.04 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or any applicable interbank market any other condition, cost or expense (other than taxes) affecting this Agreement or any Term SOFR Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Borrower shall pay to such Lender, as the case may be, such additional amount or amounts as will compensate such Lender, as the case may be, for such additional costs incurred or reduction suffered; provided, (x) such Lender shall be generally seeking, or intending generally to seek, comparable compensation from similarly situated borrowers under similar credit facilities (to the extent such Lender has the right under such similar credit facilities to do so) with respect to such Change in Law regarding such increased cost or reduction and (y) that such additional amounts shall not be duplicative of any amounts to the extent otherwise paid by the Borrower under any other provision of this Agreement.

(b) If any Lender reasonably determines that any Change in Law affecting such Lender or any Lending Office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time, upon demand of such Lender (with a copy of such demand to the Administrative Agent) the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered; provided, that (x) such Lender shall be generally seeking, or intending generally to seek, comparable compensation from similarly situated borrowers under similar credit facilities (to the extent such Lender has the right under such similar credit facilities to do so) with respect to such Change in Law regarding such increased cost or reduction and (y) such additional amounts shall not be duplicative of any amounts to the extent otherwise paid by the Borrower under any other provision of this Agreement.

(c) Each Lender agrees to use reasonable efforts to designate a different Lending Office if, in the reasonable and good faith judgment of such Lender, such designation will avoid the need for the Borrower to pay any additional amount, or will reduce the amount required to be paid by the Borrower, pursuant to this Section 3.04 to such Lender and will not otherwise be materially disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section 3.04 shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section 3.04 for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased cost or reduction is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

3.05 Compensation for Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of any Interest Period, relevant interest payment date or payment period, as applicable, for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the Borrower; or

(c) any assignment of a Term SOFR Loan on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 10.14;

excluding any loss of anticipated profits, but including any foreign exchange losses and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan, from fees payable to terminate the deposits from which such funds were obtained or from the performance of any foreign exchange contract. The Borrower shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

3.06 Matters Applicable to all Requests for Compensation.

(a) A certificate of the Administrative Agent or any Lender claiming compensation under this Article III and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, the Administrative Agent or such Lender may use any reasonable averaging and attribution methods.

(b) Each Lender may make any Loan to the Borrower through any Lending Office, provided that the exercise of this option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement. If any Lender requests compensation under Section 3.04, or the Borrower is required to pay any additional amount to any Lender, or any Governmental Authority for the account of any Lender pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then such Lender shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment would reasonably be expected to (i) eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender, as the case may be, to any unreimbursed cost or expense and would not otherwise be materially disadvantageous to such Lender, as the case may be. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(c) Upon any Lender's making a claim for compensation under Section 3.01 or 3.04 and, in each case, such Lender declining or being unable to designate a different Lending Office in accordance with Section 3.06(b), or if any Lender is a Defaulting Lender pursuant to Section 2.15, the Borrower may replace such Lender in accordance with Section 10.14.

3.07 Survival. The Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder and resignation of the Administrative Agent.

ARTICLE IV CONDITIONS PRECEDENT

4.01 Conditions to Effectiveness. The effectiveness of this Agreement is subject to satisfaction of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals, facsimiles or electronic (pdf.) transmissions (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the applicable Loan Party, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance reasonably satisfactory to the Administrative Agent, its legal counsel and each of the Lenders:

(i) executed counterparts of this Agreement and the Guaranty, sufficient in number for distribution to the Administrative Agent, each Lender and the Borrower;

(ii) Notes executed by the Borrower in favor of each Lender requesting Notes;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents;

(iv) such documents and certifications as the Administrative Agent may reasonably require to evidence that the Borrower is duly organized or formed, and is validly existing, in good standing in its jurisdiction of organization, including certified copies of the Borrower's Organization Documents, and certificates of good standing;

(v) a favorable opinion of Morrison & Foerster LLP, counsel to the Loan Parties, addressed to the Administrative Agent and each Lender;

(vi) a certificate signed by a Responsible Officer of the Borrower certifying, as of the Closing Date, (A) that the conditions specified in Sections 4.02(a) and (b) have been satisfied, (B) that there has been no event or circumstance since the date of the Financial Statements that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect; and (C) the Consolidated Leverage Ratio determined as of the last day of the fiscal year ended December 31, 2025 (on a Pro Forma Basis assuming the Aggregate Commitments hereunder have been fully drawn); and

(vii) such other assurances, certificates, documents, consents or opinions as the Administrative Agent or the Required Lenders reasonably may require.

(b) (i) Upon the reasonable request of any Lender made at least 3 days prior to the Closing Date, each Loan Party shall have provided to such Lender, and such Lender shall be reasonably satisfied with, the documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the Act, in each case at least 2 days prior to the Closing Date and (ii) at least 2 days prior to the Closing Date, any Loan Party that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation shall have delivered, to each Lender that so requests, a Beneficial Ownership Certification in relation to such Loan Party.

(c) Any fees required to be paid on or before the Closing Date pursuant to the Loan Documents shall have been paid.

(d) Unless waived by the Administrative Agent, the Borrower shall have paid all Attorney Costs of the Administrative Agent to the extent invoiced at least two Business Day prior to the Closing Date, plus such additional amounts of Attorney Costs as shall constitute its reasonable estimate of Attorney Costs incurred or to be incurred by it through the closing proceedings (provided that (i) such estimate shall not thereafter preclude a final settling of accounts between the Borrower and the Administrative Agent and (ii) the Administrative Agent may in its discretion waive this condition without obtaining the consent of the Required Lenders).

Without limiting the generality of the provisions of Section 9.04, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to Borrowing. The obligation of each Lender to honor any Loan Notice (other than a Loan Notice requesting only a conversion of Loans to the other Type, or a continuation of Term SOFR Loans) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower contained in Article V or any representations and warranties of any Loan Party in any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects (provided that such materiality qualifier shall not apply to the extent that any such representation or warranty is already qualified or modified by materiality in the text thereof), on and as of the date of such Borrowing, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (provided that such materiality qualifier shall not apply to the extent that any such representation or warranty is already qualified or modified by materiality in the text thereof) as of such earlier date.

(b) No Default shall exist, or would result from such proposed Borrowing or, from the occurrence of the Closing Date.

(c) The Administrative Agent shall have received a Loan Notice in accordance with the requirements hereof.

Each Loan Notice (other than a Loan Notice requesting only a conversion of Loans to the other Type or a continuation of Term SOFR Loans) submitted by the Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Borrowing or as of such earlier date, as applicable.

ARTICLE V REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants, to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power; Compliance with Laws. Each Loan Party (a) is duly organized or formed, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified and is licensed and in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license, and (d) is in compliance with all Laws; except in each case referred to in clause (b)(i), (c) or (d), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is party, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, (i) any Contractual Obligation to which such Person is a party except to the extent that such conflict, breach, contravention, Lien or violation could not reasonably be expected to have a Material Adverse Effect or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate in any material respect any Law.

5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document other than (i) any thereof as have been obtained, taken or made on or prior to the Closing Date and remain in full force and effect and (ii) any reports required to be filed by the Borrower with the SEC pursuant to the Securities Exchange Act of 1934; provided, that the failure to make any such filings referred to in this clause (ii) shall not affect the validity or enforceability of this Agreement or the rights and remedies of the Administrative Agent and the Lenders hereunder.

5.04 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, except as may be limited by applicable Debtor Relief Laws and general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.05 Financial Statements; No Material Adverse Effect. (a) The Financial Statements (i) were prepared in accordance with GAAP, except as otherwise expressly noted therein; (ii) fairly present in all material respects the financial condition of the Borrower and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Borrower and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Indebtedness, in each case, to the extent required to be reflected thereon pursuant to GAAP.

(b) The unaudited consolidated balance sheet of the Borrower and its Subsidiaries most recently delivered to the Administrative Agent and the Lenders pursuant to Section 6.01(b), and the related consolidated statements of income or operations, shareholders' equity and cash flows for the fiscal quarter ended on that date (i) were prepared in accordance with GAAP, except as otherwise expressly noted therein, (ii) fairly present in all material respects the financial condition of the Borrower and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments, and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Borrower and its consolidated Subsidiaries as of the date of such financial statements, including liabilities for taxes, material commitments and Indebtedness, in each case, to the extent required to be reflected thereon pursuant to GAAP.

(c) As of the Closing Date, since the date of the Financial Statements, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

5.06 Litigation. There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower, threatened, at law, in equity, in arbitration or before any Governmental Authority, by or against the Borrower or any of its Subsidiaries or against any of their properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) as of the Closing Date, except as set forth on Schedule 5.06 (based on facts and circumstances known to the Borrower), are reasonably likely to result in an adverse determination and, if determined adversely, could reasonably be expected to have a Material Adverse Effect.

5.07 No Default. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

5.08 Ownership of Property; Liens. The Borrower and each Subsidiary has good record title to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The property of the Borrower and its Subsidiaries is subject to no Liens, other than Liens permitted by Section 7.01.

5.09 Environmental Compliance. The Borrower and its Subsidiaries are in compliance with all applicable Environmental Laws, except for any non-compliance that could not reasonably be expected to have a Material Adverse Effect.

5.10 ERISA Compliance.

(a) Except as would not reasonably be expected to result in a Material Adverse Effect, the Borrower and each ERISA Affiliate have made all required contributions to each Plan maintained or contributed to by the Borrower or any Subsidiary subject to the Pension Funding Rules, and no application for a funding waiver or an extension of any amortization period pursuant to the Pension Funding Rules has been made with respect to any such Plan.

(b) There are no pending or, to the best knowledge of the Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan maintained or contributed to by the Borrower or any Subsidiary that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan maintained or contributed to by the Borrower or any Subsidiary that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as would not reasonably be expected to result in a Material Adverse Effect: (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) neither the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan or Multiemployer Plan maintained or contributed to by the Borrower or any Subsidiary (other than premiums due and not delinquent under Section 4007 of ERISA); and (iv) neither the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 304 or 4201 of ERISA with respect to a Multiemployer Plan maintained or contributed to by the Borrower or any Subsidiary.

(d) Except as would not reasonably be expected to result in a Material Adverse Effect: (i) Neither the Borrower nor any ERISA Affiliate has engaged in a transaction that could reasonably be expected to be subject to Sections 4069 or 4212(c) of ERISA with respect to any Pension Plan or Multiemployer Plan maintained or contributed to by the Borrower or any Subsidiary; (ii) no Pension Plan maintained or contributed to by the Borrower or any Subsidiary has been terminated by the plan administrator pursuant to Section 4041(c) of ERISA thereof nor by the PBGC, and no event or circumstance has occurred or exists that could reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any such Pension Plan (where, for Multiemployer Plans, the occurrence of any such event or circumstance is to the knowledge of the Borrower); and (iii) as of the Closing Date the Borrower is not and will not be using "plan assets" (within the meaning of 29 CFR § 2510.3 101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans or the Commitments.

5.11 Margin Regulations; Investment Company Act.

(a) The Borrower is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock.

(b) The Borrower is not, nor is it required to be registered, as an "investment company" under the Investment Company Act of 1940.

5.12 Foreign Obligor Representations.

(a) Each Loan Party that is a Foreign Obligor is subject to civil and commercial law with respect to its obligations under this Agreement and the other Loan Documents to which such Foreign Obligor is a party (collectively, the "Applicable Foreign Obligor Documents"), and the execution, delivery and performance by such Foreign Obligor of the Applicable Foreign Obligor Documents constitute and will constitute private and commercial acts and not public or governmental acts. Neither such Foreign Obligor nor any of its property has any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) under the laws of the jurisdiction in which such Foreign Obligor is organized and existing in respect of its obligations under the Applicable Foreign Obligor Documents.

(b) The Applicable Foreign Obligor Documents are in proper legal form under the law of the jurisdiction in which any Foreign Obligor is organized and existing for the enforcement thereof against such Foreign Obligor under the law of such jurisdiction, and to ensure the legality, validity, enforceability, priority or admissibility in evidence of the Applicable Foreign Obligor Documents, except as may be limited by applicable Debtor Relief Laws and general principles of equity, regardless of whether considered in a proceeding in equity or at law. It is not necessary to ensure the legality, validity, enforceability, priority or admissibility in evidence of the Applicable Foreign Obligor Documents that the Applicable Foreign Obligor Documents be filed, registered or recorded with, or executed or notarized before, any court or other authority in the jurisdiction in which any Foreign Obligor is organized and existing or that any registration charge or stamp or similar tax be paid on or in respect of the Applicable Foreign Obligor Documents or any other document, except for any such filing, registration or recording, or execution or notarization, as has been made or is not required to be made until the Applicable Foreign Obligor Document or any other document is sought to be enforced and for any charge or tax as has been timely paid.

(c) There is no tax, levy, impost, duty, fee, assessment or other governmental charge, or any deduction or withholding, imposed by any Governmental Authority in or of the jurisdiction in which the Foreign Obligor is organized and existing either (A) on or by virtue of the execution or delivery of the Applicable Foreign Obligor Documents to which the Foreign Obligor is a party or (B) on any payment to be made by the Foreign Obligor pursuant to the Applicable Foreign Obligor Documents, except as has been disclosed to the Administrative Agent.

(d) The execution, delivery and performance of the Applicable Foreign Obligor Documents executed by any Foreign Obligor are, under applicable foreign exchange control regulations of the jurisdiction in which such Foreign Obligor is organized and existing, not subject to any notification or authorization except (A) such as have been made or obtained or (B) such as cannot be made or obtained until a later date (provided that any notification or authorization described in immediately preceding clause (B) shall be made or obtained as soon as is reasonably practicable).

5.13 OFAC. (a) Neither the Borrower, nor any of its Subsidiaries, nor, to the knowledge of the Borrower, any director, officer, employee or Affiliate of the Borrower or any of its Subsidiaries, is an individual or entity that is (i) currently the target of any Sanctions or (ii) included on OFAC's List of Specially Designated Nationals, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List, (b) neither the Borrower, any Subsidiary nor, to the knowledge of the Borrower, any director, officer or Affiliate of the Borrower or any Subsidiary is organized or resident in a Designated Jurisdiction, unless otherwise licensed by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or otherwise authorized under Applicable Law and (c) neither the Borrower, any Subsidiary nor, to the knowledge of the Borrower, any director, officer or Affiliate of the Borrower or any Subsidiary, is in violation of, or is taking any action that could cause them to be in violation of, applicable Sanctions.

5.14 Anti-Corruption Laws. The Borrower and its Subsidiaries have instituted and maintained policies and procedures designed to promote and achieve compliance in all material respects with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other applicable anti-corruption legislation in other jurisdictions.

5.15 Covered Entity. No Loan Party is a Covered Entity.

5.16 Affected Financial Institutions. No Loan Party is an Affected Financial Institution.

5.17 Beneficial Ownership. As of the Closing Date, the information included in any Beneficial Ownership Certification, if applicable, is true and correct in all respects.

5.18 Outbound Investment Rules. Neither the Borrower nor any of its Subsidiaries is a "covered foreign person" as that term is used in the Outbound Investment Rules. Neither the Borrower nor any of its Subsidiaries currently engages, or has any present intention to engage in the future, directly or indirectly, in (a) a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, (b) any activity or transaction that would constitute a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, if the Borrower or any of its Subsidiaries, as applicable, were a U.S. Person or (c) any other activity that would cause the Lender Parties to be in violation of the Outbound Investment Rules or cause the Lender Parties to be legally prohibited by the Outbound Investment Rules from performing under this Agreement.

ARTICLE VI AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall, and shall (except in the case of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Subsidiary to:

6.01 Financial Statements. Deliver to the Administrative Agent (with a copy for each Lender), in form and detail reasonably satisfactory to the Administrative Agent:

(a) as soon as made publicly available, but in any event within 90 days after the end of each fiscal year of the Borrower, a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a financial statement report and opinion of Ernst & Young or another independent certified public accountant of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit; and

(b) as soon as made publicly available, but in any event within 60 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, beginning with the financial statements for the fiscal quarter ended March 31, 2026, a consolidated balance sheet of the Borrower and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal quarter and for the portion of the Borrower's fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail.

As to any information contained in materials furnished pursuant to Section 6.02(c), the Borrower shall not be separately required to furnish such information under clause (a) or (b) above, but the foregoing shall not be in derogation of the obligation of the Borrower to furnish the information and materials described in subsections (a) and (b) above at the times specified therein.

6.02 Certificates; Other Information. Deliver to the Administrative Agent (with a copy for each Lender), in form and detail reasonably satisfactory to the Administrative Agent:

(a) within one week following the delivery of the financial statements referred to in Sections 6.01(a) and (b), beginning with the financial statements for the fiscal quarter ending March 31, 2026, a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower;

(b) promptly after any request by the Administrative Agent or any Lender, copies of any final management letter submitted to the board of directors (or the audit committee of the board of directors) of the Borrower by independent accountants in connection with the accounts or books of the Borrower, or any audit of the Borrower;

(c) promptly after the same are available, copies of each annual report, proxy statement or other report or communication sent to the stockholders of the Borrower, and copies of all annual, regular, periodic and current reports which the Borrower may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, and not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(d) promptly after the Borrower has notified the Administrative Agent of any intention by the Borrower to treat the Loans as being a "reportable transaction" (within the meaning of Treasury Regulation Section 1.6011-4), a duly completed copy of IRS Form 8886 or any successor form;

(e) promptly, such additional information regarding the business, financial or corporate affairs of the Borrower or any Subsidiary, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender may from time to time reasonably request; and

(f) promptly following any request therefor, provide information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the Act and the Beneficial Ownership Regulation.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(c) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the Borrower's behalf on Syndtrak or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that (i) the Borrower shall deliver paper copies of such documents to the Administrative Agent or any Lender that requests the Borrower to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (ii) the Borrower shall provide to the Administrative Agent by electronic mail electronic versions (i.e. soft copies) of such documents. Notwithstanding anything contained herein, in every instance the Borrower shall be required to provide copies (including by telecopy or other electronic means) of the Compliance Certificates required by Section 6.02(a) to the Administrative Agent. The Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Arranger will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on Syndtrak or another similar electronic system (the "Platform") and (b) certain of the Lenders may be "public-side" Lenders (*i.e.* Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities) (each, a "Public Lender"). The Borrower hereby agrees that (i) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (ii) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arranger and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Borrower or their respective securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.08); (iii) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor;" and (iv) the Administrative Agent and the Arranger shall treat the Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor." Notwithstanding the foregoing, the Borrower shall be under no obligation to mark any Borrower Materials "PUBLIC".

6.03 Notices. Notify the Administrative Agent (x) in the case of clause (a) below, within five (5) days of any Responsible Officer obtaining actual knowledge, and (y) in all other cases, promptly upon any Responsible Officer of the Borrower obtaining actual knowledge:

(a) of the occurrence of any Default;

(b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including (i) breach or non-performance of, or any default under, a Contractual Obligation of the Borrower or any Subsidiary; (ii) any dispute, litigation, investigation, proceeding or suspension between the Borrower or any Subsidiary and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation, investigation or proceeding affecting the Borrower or any Subsidiary, including pursuant to any applicable Environmental Laws, to the extent such matters in clauses (i), (ii) or (iii) could reasonably be expected to result in a Material Adverse Effect;

(c) of the occurrence of any ERISA Event which has resulted or would reasonably be expected to result in a material liability for the Borrower or any of its Subsidiaries;

(d) of any material change in accounting policies or financial reporting practices by the Borrower or any Subsidiary; and

(e) of any announcement by Moody's or S&P of any change in a Debt Rating.

Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable (subject to any applicable grace periods and tax extensions): (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, and (b) all lawful claims which, if unpaid, would by law become a Lien upon its property, except, in each case, (i) to the extent the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves, if any, in accordance with GAAP are being maintained by the Borrower or such Subsidiary or (ii) where such failure could not reasonably be expected to result in a Material Adverse Effect.

6.05 Preservation of Existence, Etc. (a) Preserve, renew and maintain in full force and effect its legal existence and good standing (or equivalent status) under the Laws of the jurisdiction of its organization except (i) in a transaction permitted by Section 7.02 or (ii) in the case of a Subsidiary of the Borrower, where the failure to do so could not reasonably be expected to have a Material Adverse Effect; (b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except in a transaction permitted by Section 7.02 or to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties. (a) Maintain, preserve and protect all of its properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect; and (b) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.07 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.08 Inspection Rights. Permit representatives and independent contractors of the Administrative Agent and each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at such reasonable times during normal business hours and as often as may be reasonably desired but not more than once a year unless an Event of Default has occurred and is continuing, upon not less than ten (10) days advance notice to the Borrower given in accordance with Section 10.02; provided, however, that (a) when an Event of Default exists the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and without advance notice, (b) all visits or discussions by any Lender shall be coordinated through the Administrative Agent and (c) a Responsible Officer of the Borrower shall be present during any discussions with the Borrower's independent public accountants.

6.09 Compliance with ERISA. Do, and cause each of its ERISA Affiliates to do, each of the following: (a) maintain each Plan in compliance in all material respects with the applicable provisions of ERISA, the Code and other Federal or state law; (b) cause each Plan which is qualified under Section 401(a) of the Code to maintain such qualification; and (c) make all required contributions to any Plan subject to Section 412 of the Code, except, in each case, where the failure to comply with this Section 6.09 could not reasonably be expected to have a Material Adverse Effect.

6.10 Use of Proceeds. Use the proceeds of any Borrowing for the repayment of the Borrower's senior unsecured notes maturing in 2026 and for any other lawful corporate purposes of the Borrower or any of its Subsidiaries.

6.11 Anti-Corruption Laws and Sanctions. (a) Comply with all applicable Sanctions and (b) maintain policies and procedures designed to promote and achieve compliance in all material respects with all applicable Sanctions and with the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other applicable anti-corruption legislation in other jurisdictions.

ARTICLE VII NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, the Borrower shall not, nor shall it permit any Subsidiary (except that Section 7.02 shall apply to the Borrower only) to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens pursuant to any Loan Document;

(b) Liens existing on the Closing Date and listed on Schedule 7.01;

(c) Liens for Taxes not yet due and payable or which are being contested in good faith and by appropriate proceedings diligently conducted by the Borrower;

(d) Liens on any property or assets of any Subsidiary to secure indebtedness owing by it to the Borrower or to another Subsidiary of the Borrower;

(e) carriers', warehousemen's, mechanics', materialmen's, repairmen's, laborer's, landlord's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves, if any are so required by GAAP, with respect thereto are maintained on the books of the applicable Person;

(f) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA;

(g) deposits to secure the performance of bids, trade contracts and leases (other than for money borrowed), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business (including deposits to secure letters of credit issued to secure any such obligation);

(h) easements, rights-of-way, restrictions and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(i) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h) or securing appeal or other surety bonds related to such judgments;

(j) any interest or title of a lessor under any operating lease entered into by the Borrower or any of its Subsidiaries in the ordinary course of its business and covering only the assets so leased;

(k) licenses, operating leases or subleases permitted hereunder granted to other Persons in the ordinary course of business not interfering in any material respect with the business of the Borrower or any of its Subsidiaries;

(l) (i) Liens arising from precautionary UCC financing statement filings with respect to operating leases or consignment arrangements entered into by the Borrower or any of its Subsidiaries in the ordinary course of business and (ii) Liens, if any, arising in respect of any factoring, assignments or sales of accounts receivable or similar arrangements;

(m) Liens in favor of collecting banks arising by operation of law under Section 4-210 of the Uniform Commercial Code or, with respect to collecting banks located in the State of New York, under 4-208 of the Uniform Commercial Code and Liens in favor of banking institutions arising by operation of law encumbering deposits (including the right of set-off) held by such banking institutions incurred in the ordinary course of business and that are within the general parameters customary in the banking industry;

(n) Liens on property of a Person existing at the time such Person is merged into or consolidated with the Borrower or any Subsidiary or becomes a Subsidiary of the Borrower; provided that such Liens were not created in contemplation of such merger, consolidation or acquisition and do not extend to any assets other than those of the Person so merged into or consolidated with the Borrower or such Subsidiary or acquired by the Borrower or such Subsidiary;

(o) Liens encumbering the Borrower's or any of its Subsidiary's equity interests or other investments in any joint venture (i) securing obligations (other than Indebtedness) of the Borrower or such Subsidiary under the joint venture agreement for such joint venture or (ii) in the nature of customary voting, equity transfer, redemptive rights or similar terms (other than Liens securing Indebtedness) under any such agreement;

(p) Liens solely on any cash earnest money deposits, escrow arrangements or similar arrangements made by the Borrower or any Subsidiary in connection with any letter of intent or purchase agreement for any Acquisition or Investment permitted hereunder;

(q) (i) deposits made in the ordinary course of business to secure obligations to insurance carriers providing casualty, liability or other insurance to the Borrower and its Subsidiaries and (ii) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(r) Liens on assets of any Subsidiary which are in existence at the time that such Subsidiary is acquired after the Closing Date pursuant to a transaction permitted hereunder; provided that such Liens (A) are not incurred or created in anticipation of such transaction, (B) attach only to the acquired assets or the assets of such acquired Subsidiary and the proceeds and products of such assets (and the proceeds and products thereof) and (C) are extinguished within thirty (30) days after the date such Subsidiary is acquired unless such Liens are otherwise permitted under this Section 7.01;

(s) the replacement, extension or renewal of any Lien permitted by clause (b) or (n) above upon or in the same property theretofore subject thereto or the replacement, extension or renewal (without increase in the amount or change in any direct or contingent obligor) of the Indebtedness secured thereby; and

(t) other Liens securing Indebtedness permitted under Section 7.03.

7.02 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person (including, in each case pursuant to a Division), except that, so long as no Event of Default exists or would result therefrom, the Borrower may merge or consolidate with or into another Person if either (a) the Borrower is the surviving Person or (b) the Person formed by such consolidation or into which the Borrower is merged (any such Person, the "Successor") shall be organized and existing under the laws of the United States or any state thereof or the District of Columbia and shall expressly assume, in a writing executed and delivered to the Administrative Agent for delivery to each Lender, in form reasonably satisfactory to the Administrative Agent (which writing shall include, without limitation, a certification as to pro forma compliance with Section 7.06), the due and punctual payment of the principal of and interest on the Loans and the performance of the other Obligations under this Agreement and the other Loan Documents on the part of the Borrower to be performed or observed, as fully as if such Successor were originally named as the initial Borrower in this Agreement.

7.03 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness under the Loan Documents;

(b) Indebtedness outstanding on the Closing Date listed on Schedule 7.03 and any refinancings, refundings, renewals or extensions thereof; provided that the amount of such Indebtedness is not increased at the time of such refinancing, refunding, renewal or extension except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder;

(c) (i) Indebtedness (other than Guarantees) (A) of the Borrower to any of its Subsidiaries and (B) of any Subsidiary of the Borrower to the Borrower or any other such Subsidiary; and (ii) Guarantees of the Borrower in respect of Indebtedness otherwise permitted hereunder of any Subsidiary of the Borrower;

(d) obligations (contingent or otherwise) of the Borrower existing or arising under any Swap Contract; provided that (i) such obligations are (or were) entered into by the Borrower in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated by the Borrower or any of its Subsidiaries, or changes in the value of securities issued by any such Person, and not for purposes of speculation or taking a "market view;" and (ii) such Swap Contract does not contain any provision exonerating the non-defaulting party from its obligation to make payments on outstanding transactions to the defaulting party;

(e) Indebtedness of the Borrower or any of its Subsidiaries incurred in the ordinary course of business as an account party in respect of (i) letters of credit, bank guarantees or similar instruments in an aggregate face amount not to exceed $25,000,000 or (ii) with respect to any surety bonds, performance bonds, customs bonds, statutory, appeal or similar bonds, completion guarantees or other obligations of a like nature;

(f) (i) Indebtedness of any Finance Subsidiary and (ii) the extension, renewal, replacement or refinancing of any Indebtedness permitted under clause (i) above to the extent such Indebtedness is at a Finance Subsidiary;

(g) Indebtedness of the Borrower in the form of deferred purchase price of property, purchase price adjustments, earn-outs or other arrangements representing acquisition consideration incurred in connection with an acquisition permitted hereunder;

(h) Indebtedness consisting of the financing of insurance premiums or take or pay obligations contained in supply arrangements that do not constitute Guarantees, in each case, incurred in the ordinary course of business;

(i) Indebtedness of any Person that becomes a Subsidiary of the Borrower after the Closing Date pursuant to a transaction permitted hereunder; provided that, (A) such Indebtedness was not incurred in anticipation of such acquisition, (B) no other Subsidiary (other than the acquired Subsidiaries) is an obligor with respect to such Indebtedness and (C) such Indebtedness is retired within thirty (30) days after the date such Subsidiary is acquired unless such Indebtedness is otherwise permitted by this Section 7.03;

(j) Indebtedness in respect of Capital Leases and purchase money obligations for fixed or capital assets in an aggregate amount not to exceed, at any one time, $25,000,000;

(k) Indebtedness incurred by the Borrower from time to time pursuant to any commercial paper supported by the A&R Credit Facility; and

(l) other Indebtedness not otherwise permitted under this Section 7.03 unless any Event of Default shall have occurred and be continuing at the time of incurring such Indebtedness or would result therefrom; provided that the sum, without duplication, of (i) any Indebtedness of the Borrower or any Subsidiary secured by Liens permitted by Section 7.01(t) (and not otherwise permitted under Sections 7.01(a) through (s)), (ii) any Indebtedness of any Subsidiary that is not a Guarantor (a "Subsidiary Non-Guarantor") and that is not otherwise permitted under subsections (a) through (k) above, and (iii) any other Indebtedness of the Borrower that is Guaranteed by any Subsidiary Non-Guarantor, shall not exceed the Priority Debt Basket.

7.04 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except:

(a) each Subsidiary of the Borrower may declare and make dividend payments in cash with respect to any class of Equity Interests of such Subsidiary to the then holders of such Equity Interests ratably according to their respective holdings;

(b) the Borrower and each of its Subsidiaries may declare and make dividend payments or other distributions payable solely in the common stock or other common Equity Interests of such Person to the then holders of such Equity Interests ratably according to their respective holdings;

(c) the Borrower may issue and sell (i) its common Equity Interests; provided that no Change of Control would result from such issuance and sale; and (ii) the Borrower may issue and sell its Equity Interest in connection with grants of such securities and stock options with respect to such securities pursuant to employment, benefit plans, service and severance arrangements with current and former officers, directors, consultants, advisors and employees of the Borrower or any Subsidiary of the Borrower, as determined in good faith by the board of directors or senior management of the Borrower or such Subsidiary, as applicable;

(d) the Borrower may make payments in respect of, or repurchases of its Equity Interests deemed to occur upon the "cashless exercise" of, stock options, stock purchase rights, stock exchange rights or other equity-based awards if such payment or Equity Interests represents a portion of the exercise price of such options or rights or withholding taxes, payroll taxes or other similar taxes due upon such exercise, purchase or exchange; and

(e) the Borrower and each of its Subsidiaries may declare and make Restricted Payments not otherwise permitted by this Section 7.04; provided that no Event of Default shall have occurred and be continuing at the time of the declaration of such Restricted Payment or would result therefrom.

7.05 Use of Proceeds. Use the proceeds of the Loans, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry Margin Stock or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund indebtedness originally incurred for such purpose, in each case, in a manner which violates or contravenes the Margin Regulations.

7.06 Financial Covenants.

(a) Maximum Consolidated Leverage Ratio. Permit the Consolidated Leverage Ratio as of the end of any fiscal quarter of the Borrower (commencing with the fiscal quarter ended June 30, 2026) to be greater than 3.75:1. Notwithstanding the foregoing, not more than two times after the Closing Date, the Borrower shall be permitted to increase the maximum permitted Consolidated Leverage Ratio to 4.25:1 in connection with any permitted Acquisition occurring after the Closing Date with aggregate consideration (including, without duplication, the assumption or incurrence of Indebtedness in connection with such Acquisition) equal to or in excess of $100,000,000, which such increase shall be applicable for the fiscal quarter in which such Acquisition is consummated and the three consecutive test periods thereafter; provided that, there shall be at least one full fiscal quarter following the cessation of each such increase during which no such increase shall then be in effect.

(b) Minimum Consolidated Interest Coverage Ratio. Permit the Consolidated Interest Coverage Ratio as of the end of any fiscal quarter of the Borrower (commencing with the fiscal quarter ended June 30, 2026) to be less than 3.50:1.

7.07 Sanctions. To the Borrower's knowledge, directly or indirectly use the proceeds of any Borrowing, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or any other Person, (a) to fund any activities or business with any individual or entity, or in any Designated Jurisdiction, that, at the time of such funding, is the target of Sanctions, unless otherwise licensed by the Office of Foreign Assets Control of the U.S. Department of Treasury or the U.S. Department of State or otherwise authorized under Applicable Law, or (b) in any other manner that will result in a violation by any party to any Loan Document (including any Lender, Arranger, Administrative Agent, or otherwise) of applicable Sanctions.

7.08 Anti-Corruption Laws. To the Borrower's knowledge, use the proceeds of any Borrowing for any purpose which would result in a material violation of the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and other applicable anti-corruption legislation in other jurisdictions.

7.09 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory in the ordinary course of business;

(c) Dispositions of equipment or real property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property;

(d) Dispositions of property by the Borrower to any Subsidiary of the Borrower or by any Subsidiary of the Borrower to the Borrower or a Subsidiary of the Borrower;

(e) Dispositions permitted by Section 7.02;

(f) Dispositions of accounts receivable in connection with the compromise or collection thereof in the ordinary course of business and not as part of any accounts receivables financing transaction;

(g) leases, subleases and licenses entered into by the Borrower or any Subsidiary as a lessor, sublessor or licensor in the ordinary course of business, provided that such leases, subleases or licenses do not interfere in any material respect with the ordinary conduct of business of the Borrower or any Subsidiary;

(h) Dispositions of Investments (including Equity Interests) in, and issuances of Equity Interests by, any joint venture or Subsidiary to the extent required by, or made pursuant to customary buy/sell arrangements between the parties to such joint venture or equityholders of such Subsidiary set forth in, the joint venture agreement, operating agreement, shareholders agreement or similar agreement governing such joint venture or Subsidiary; and

(i) Dispositions by the Borrower and its Subsidiaries of property pursuant to sale-leaseback transactions and other Dispositions by the Borrower and its Subsidiaries not otherwise permitted under this Section 7.09; provided that at the time of such Disposition, no Event of Default shall have occurred and be continuing at the time of such Disposition or would result therefrom.

7.10 Outbound Investment Rules. (a) Be or become a "covered foreign person", as that term is defined in the Outbound Investment Rules, or (b) engage, directly or indirectly, in (i) a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, (ii) any activity or transaction that would constitute a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, if the Borrower or any of its Subsidiaries, as applicable, were a U.S. Person or (iii) any other activity that would cause any Lender Party to be in violation of the Outbound Investment Rules or cause any Lender Party to be legally prohibited by the Outbound Investment Rules from performing under this Agreement.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an event of default (each, an "Event of Default"):

(a) Non-Payment. The Borrower or any other Loan Party fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan, or (ii) within three (3) Business Days after the same becomes due, any interest on any Loan or any unused commitment or other fee due hereunder, or (iii) within five (5) Business Days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. The Borrower fails to perform or observe any term, covenant or agreement contained in any of Section 6.03(a), 6.05, 6.08, 6.09 or 6.10 or Article VII or any Guarantor fails to perform or observe any term, covenant or agreement contained in any Guaranty; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in subsection (a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days after any Lender shall have given written notice thereof to the Borrower (through the Administrative Agent and in accordance with Section 10.02(a)(i)) or any Responsible Officer of the Borrower shall have otherwise become aware of such default; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect in any material respect when made or deemed made; or

(e) Cross-Default. (i) The Borrower or any Subsidiary (A) fails to make any payment of principal or interest when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise but after giving effect to any applicable grace periods) in respect of any Indebtedness or Guarantee (other than Indebtedness hereunder and Indebtedness under Swap Contracts) having an aggregate outstanding principal amount (including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Threshold Amount, or (B) fails to observe or perform (after giving effect to any applicable grace periods) any other agreement or condition relating to any such Indebtedness or Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event of default occurs under the terms of (and as defined in) any such instrument or agreement, in each case the effect of which failure or other event of default is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, the acceleration of the maturity thereof, with the giving of notice if required, or such Guarantee to become payable or cash collateral in respect thereof to be demanded (other than, for the avoidance of doubt, any required repurchase, repayment or redemption of (or offer to repurchase, repay or redeem) any Indebtedness that was incurred

for the specified purpose of financing all or a portion of the consideration for a merger or acquisition; provided that such repurchase, repayment or redemption (or offer to repurchase, repay or redeem) results solely from the failure of such merger or acquisition to be consummated); or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which the Borrower or any Subsidiary is the Defaulting Party (or equivalent term, as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which the Borrower or any Subsidiary is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by the Borrower or such Subsidiary as a result thereof is greater than the Threshold Amount, and in the case of any Early Termination Date resulting from such a Termination Event, such Early Termination Date is not rescinded or such Swap Termination Value is not paid within 5 Business Days following such Early Termination Date; or

(f) Insolvency Proceedings, Etc. Any Loan Party or any Significant Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) Any Loan Party or any Significant Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within 60 days after its issue or levy; or

(h) Judgments. There is entered against any Loan Party or any Significant Subsidiary a final and non-appealable judgment or order for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance or other reasonably creditworthy indemnitor as to which the insurer or such indemnitor does not dispute coverage) and (A) enforcement proceedings are commenced by any creditor upon such judgment or order, and (B) there is a period of 30 consecutive days during which such judgment is not satisfied or discharged or a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA. (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of the Borrower or any of its Subsidiaries under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of the Threshold Amount, or (ii) the Borrower or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of the Threshold Amount; or

(j) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or any Loan Party (or any other Person with respect to any material provision of any Loan Document) contests in any manner the validity or enforceability of any provision of any Loan Document; or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document; or

(k) Change of Control. There occurs any Change of Control with respect to the Borrower.

8.02 Remedies Upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; and

(c) exercise on behalf of itself, the Lenders all rights and remedies available to it and the Lenders under the Loan Documents;

provided, however, that upon the occurrence of any event specified in subsection (f) of Section 8.01, the obligation of each Lender to make Loans shall automatically terminate, and the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable), any amounts received by the Administrative Agent on account of the Obligations shall, subject to the provisions of Section 2.15, be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including Attorney Costs and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and unused commitment fees) payable to the Lenders (including Attorney Costs and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid unused commitment fees, and interest on the Loans and other Obligations, ratably among the Lenders in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, ratably among the Lenders in proportion to the respective amounts described in this clause Fourth held by them; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

ARTICLE IX ADMINISTRATIVE AGENT

9.01 Appointment and Authority. Each of the Lenders hereby irrevocably appoints PNC to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. Except as expressly provided in Section 9.06, the provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and no Loan Party shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any Applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

9.02 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of banking, trust, financial, advisory, underwriting or other business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders or to provide notice or consent of the Lenders with respect thereto.

9.03 Exculpatory Provisions. The Administrative Agent or the Arranger, as applicable, shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent or the Arranger, as applicable, and its Related Parties:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or Applicable Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law;

(c) shall not have any duty or responsibility to disclose, and shall not be liable for the failure to disclose, to any Lender, any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their Affiliates, that is communicated to, obtained by or in the possession of, the Administrative Agent, Arranger or any of their Related Parties in any capacity, except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein;

(d) shall not be liable for any action taken or not taken by the Administrative Agent under or in connection with this Agreement or any Loan Document or the transactions contemplated hereby or thereby (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given in writing to the Administrative Agent by the Borrower or a Lender; and

(e) shall not be responsible for or have any duty or obligation to any Lender or participant or any other Person to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

9.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents appointed by the Administrative Agent. The Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub agent and to the Related Parties of the Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the credit facility provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

9.06 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower at all times other than during the existence of an Event of Default, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above, provided that in no event shall any such successor Administrative Agent be a Defaulting Lender. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by Applicable Law, by notice in writing to the Borrower and such Person remove such Person as Administrative Agent and, in consultation with the Borrower, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (1) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or removed) Administrative Agent (other than as provided in Section 3.07 and other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring or removed Administrative Agent was acting as Administrative Agent and (ii) after such resignation or removal for as long as any of them continues to act in any capacity hereunder or under the other Loan Documents, including in respect of any actions taken in connection with transferring the agency to any successor Administrative Agent.

9.07 Non-Reliance on Administrative Agent, the Arranger and Other Lenders. Each Lender expressly acknowledges that none of the Administrative Agent nor the Arranger has made any representation or warranty to it, and that no act by the Administrative Agent or the Arranger hereafter taken, including any consent to, and acceptance of any assignment or review of the affairs of any Loan Party or of any Affiliate thereof, shall be deemed to constitute any representation or warranty by the Administrative Agent or the Arranger to any Lender as to any matter, including whether the Administrative Agent or the Arranger have disclosed material information in their (or their Related Parties') possession. Each Lender represents to the Administrative Agent and the Arranger that it has, independently and without reliance upon the Administrative Agent, the Arranger, any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis of, appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrower hereunder. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Arranger, any other Lender or any of their Related

Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties. Each Lender represents and warrants that, as of the date such Person became a party hereto, (i) the Loan Documents set forth the terms of a commercial lending facility and (ii) it is engaged in making, acquiring or holding commercial loans in the ordinary course and is entering into this Agreement as a Lender for the purpose of making, acquiring or holding commercial loans and providing other facilities set forth herein as may be applicable to such Lender and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each Lender agrees not to assert a claim in contravention of the foregoing. Each Lender represents and warrants that, as of the date such Person became a party hereto, it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the bookrunners, Arranger, syndication agents, documentation agents or other agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or a Lender hereunder.

9.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.10 and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.10 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

9.10 Guaranty Matters. At any such time as the Borrower determines in its sole discretion, the Borrower may notify the Administrative Agent of a Subsidiary that shall become a Guarantor, and promptly thereafter (and in any event within 30 days), shall cause such Subsidiary to (a) become a Guarantor by executing and delivering to the Administrative Agent a counterpart of the Guaranty or such other document as the Administrative Agent shall reasonably deem appropriate for such purpose, and (b) deliver to the Administrative Agent documents of the types referred to in clauses (iii) and (iv) of Section 4.01(a) and Section 4.01(b) and favorable opinions of counsel to such Subsidiary (which shall cover, among other things, the legality, validity, binding effect and enforceability of the documentation referred to in clause (a)), all in form, content and scope reasonably satisfactory to the Administrative Agent.

Without limiting the provisions of Section 9.09, the Lenders irrevocably authorize the Administrative Agent, at its option and in its discretion, to release any Guarantor from its obligations under the Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents. In addition, promptly following the Borrower's written request to release a Guarantor, the Administrative Agent shall (and is hereby irrevocably authorized by each Lender to) execute and deliver to the Borrower, at the Borrower's expense, a release of such Guarantor from its obligations under the Guaranty, so long as (i) no Event of Default has occurred and is continuing or would result after giving effect to such release and (ii) the Indebtedness of the Subsidiaries that are not Guarantors shall be permitted under Section 7.03 immediately after giving effect to such release (and assuming that all of the Indebtedness of such former Guarantor outstanding on the date of the effectiveness of such release has been incurred by such former Guarantor on such date). In connection with any release pursuant to this paragraph, the Administrative Agent may request that the Borrower deliver to it a certificate of a Responsible Officer of the Borrower to the effect that the requirements for such release set forth in this paragraph have been satisfied, and the Administrative Agent may rely on, and shall incur no liability for relying upon, any statements made in any such certificate. Any execution and delivery of documents pursuant to this paragraph shall be without recourse to or warranty by the Administrative Agent.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release any Guarantor from its obligations under the Guaranty pursuant to this Section 9.10.

9.11 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance

company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and the Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent, or the Arranger or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

9.12 Recovery of Erroneous Payments. Without limitation of any other provision in this Agreement, if at any time the Administrative Agent makes a payment hereunder in error to any Lender (the "Credit Party"), whether or not in respect of an Obligation due and owing by the Borrower at such time, where such payment is a Rescindable Amount, then in any such event, each Credit Party receiving a Rescindable Amount severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount received by such Credit Party in immediately available funds, with interest thereon, for each day from and including the date such Rescindable Amount is received by it to but excluding the date of payment to the Administrative Agent, at a rate per annum equal to the applicable Overnight Bank Funding Rate. Each Credit Party irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Administrative Agent shall inform each Credit Party promptly upon determining that any payment made to such Credit Party comprised, in whole or in part, a Rescindable Amount.

9.13 No Reliance on Administrative Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on the Administrative Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to the Act or the regulations thereunder, including the regulations contained in 31 CFR 103.121 (as hereafter

amended or replaced, the "CIP Regulations"), or any other anti-money laundering law, any anti-corruption law, or any international trade law, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (i) any identity verification procedures, (ii) any recordkeeping, (iii) comparisons with government lists, (iv) customer notices or (v) other procedures required under the CIP Regulations or such other Laws.

ARTICLE X MISCELLANEOUS

10.01 Amendments, Etc. Subject to Section 3.03 and unless otherwise expressly provided herein, but otherwise notwithstanding any provision herein to the contrary, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders (except to the extent not required under any of clauses (a) through (j) below) and the Borrower or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall (subject to Section 2.15 and as further provided below with respect to any Defaulting Lender):

(a) waive any condition set forth in Section 4.01(a), without the written consent of each Lender;

(b) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender (which extension or increase or reinstatement shall not also require the vote of Required Lenders), and it being understood and agreed that a waiver of any condition precedent set forth in Section 4.02 or of any Default or a mandatory reduction in Commitments, if any, is not considered an extension or increase in Commitments of any Lender;

(c) postpone any date fixed by this Agreement or any other Loan Document for any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby (which extension shall not also require the vote of Required Lenders);

(d) reduce the principal of, or the rate of interest specified herein on, any Loan or (subject to clause (iv) of the second proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby (which reduction shall not also require the vote of Required Lenders); provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrower to pay interest at the Default Rate;

(e) change Section 2.14 or Section 8.03 or any other provision hereof in a manner that would have the effect of altering the ratable reduction of Commitments, pro rata payments or the pro rata sharing of payments otherwise required hereunder without the written consent of each Lender directly affected thereby;

(f) subordinate, or have the effect of subordinating, the Obligations hereunder to any other Indebtedness or other obligation without the written consent of each Lender directly and adversely affected thereby, except (i) any "debtor in-possession" facility (or similar facility under applicable law) that does not provide for the "roll up" of any existing obligations or use of cash collateral in any proceeding under any Debtor Relief Law, (ii) any subordination expressly permitted by the Loan Documents, or (iii) any other Indebtedness so long as each directly and adversely affected Lender has been offered a ratable opportunity to participate;

(g) change the order of application of any reduction in the Commitments or any prepayment of Loans from the application thereof set forth in the applicable provisions of Sections 2.06 and Section 2.07, in each case, in any manner that materially and adversely affects the Lenders;

(h) change any provision of this Section 10.01 or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender; or

(i) release any Guarantor from the Guaranty without the written consent of each Lender, except to the extent the release of any Guarantor is permitted pursuant to Section 9.10 (in which case such release may be made by the Administrative Agent acting alone);

and, provided further, that (i) Section 10.07(g) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification; and (ii) the Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended or the maturity of any of its Loans may not be extended, the rate of interest on any of its Loans may not be reduced and the principal amount of any of its Loans may not be forgiven, in each case without the consent of such Defaulting Lender, and (y) any waiver, amendment, consent or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

Notwithstanding any provision herein to the contrary, if the Administrative Agent and the Borrower acting together identify any ambiguity, omission, mistake, typographical error or other defect in any provision of this Agreement or any other Loan Document (including the schedules and exhibits thereto), then the Administrative Agent and the Borrower shall be permitted to amend, modify or supplement such provision to cure such ambiguity, omission, mistake, typographical error or other defect, and such amendment shall become effective without any further action or consent of any other party to this Agreement; provided that the Administrative Agent shall provide each such amendment implementing such changes to the Lenders reasonably promptly after such amendment becomes effective.

Notwithstanding anything to the contrary herein, this Agreement may be amended and restated without the consent of any Lender (but with the consent of the Borrower and the Administrative Agent) if, upon giving effect to such amendment and restatement, such Lender shall no longer be a party to this Agreement (as so amended and restated), the Commitments of such Lender shall have terminated, such Lender shall have no other commitment or other obligation hereunder and shall have been paid in full all principal, interest and other amounts owing to it or accrued for its account under this Agreement.

10.02 Notices; Effectiveness; Electronic Communication. (a) General. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including by facsimile or electronic transmission). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or (subject to subsection (c) below) electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower or any other Loan Party or the Administrative Agent, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the Borrower and the Administrative Agent.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (A) actual receipt by the relevant party hereto and (B) (1) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (2) if delivered by mail, four Business Days after deposit in the mails, postage prepaid; (3) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (4) if delivered by electronic mail (which form of delivery is subject to the provisions of subsection (b) below), when delivered as provided in subsection (b) below; provided, however, that notices and other communications to the Administrative Agent pursuant to Article II shall not be effective until actually received by such Person. In no event shall a voicemail message be effective as a notice, communication or confirmation hereunder.

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail, FpML messaging and Internet or intranet websites, including the Platform) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent and the Borrower may each, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM

FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials or notices through the Platform, any other electronic platform, or electronic messaging service, or through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and Applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Administrative Agent and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic or electronic notices and Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify each Agent-Related Person and each Lender from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower. All telephonic notices to and other communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

10.03 No Waiver; Cumulative Remedies. No failure by any Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) any Lender from exercising setoff rights in accordance with Section 10.09 (subject to the terms of Section 2.14), or (c) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.14, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

10.04 Costs and Expenses. The Borrower agrees (a) to pay or reimburse the Administrative Agent for all reasonable and documented out-of-pocket costs and expenses incurred in connection with the development, preparation, negotiation and execution of this Agreement and the other Loan Documents and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated hereby or thereby are consummated), and the consummation and administration of the transactions contemplated hereby and thereby, including all Attorney Costs and (b) to pay or reimburse the Administrative Agent and each Lender for all costs and expenses incurred in connection with the enforcement, attempted enforcement, or preservation of any rights or remedies under this Agreement or the other Loan Documents (including all such costs and expenses incurred during any "workout" or restructuring in respect of the Obligations and during any legal proceeding, including any proceeding under any Debtor Relief Law), including all Attorney Costs (provided, that in each case, the Borrower shall only be responsible for the reimbursement of one primary counsel and, if needed, one local counsel in each applicable jurisdiction for the Administrative Agent and the Lenders as a group, unless there is an actual or potential conflict among such group members (as reasonably determined by the Administrative Agent or such Lender)). The foregoing costs and expenses shall include all search, filing, recording, title insurance and appraisal charges and fees and recording, documentary and similar taxes related thereto, and other out-of-pocket expenses incurred by the Administrative Agent and the cost of independent public accountants and other outside experts retained by the Administrative Agent or any Lender. All amounts due under this Section 10.04 shall be paid promptly and, in any case under clause (b) of this Section 10.04, within 20 Business Days after written demand therefor. The agreements in this Section shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

10.05 Indemnification by the Borrower; Damage Waiver.

(a) Whether or not the transactions contemplated hereby are consummated, the Borrower shall indemnify and hold harmless each Agent-Related Person, each Lender, the Arranger and their respective Affiliates, directors, officers, employees, counsel, agents and attorneys-in-fact (collectively the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements (including Attorney Costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or arising out of or in connection with (a) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby (including, without limitation, the Indemnitee's reliance on any Communication executed using an Electronic Signature, or in the form of an Electronic Record), the performance by the parties hereto of their respective obligations hereunder or the consummation of the transactions contemplated hereby or thereby,

(b) any Commitment or Loan or the use or proposed use of the proceeds therefrom, or (c) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) and regardless of whether any Indemnitee is a party thereto and whether or not such claim is brought by the Borrower or any third party (all the foregoing, collectively, the "Indemnified Liabilities"); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (i) the gross negligence or willful misconduct of such Indemnitee or (ii) a material breach by such Indemnitee of its express obligations under the applicable Loan Document or (y) result from claims of any Indemnitee solely against one or more other Indemnitees (and not by one or more Indemnitees against the Administrative Agent or the Arranger in such capacity) that have not resulted from the action, inaction, participation or contribution of the Borrower or its Subsidiaries or any of their respective officers, directors, stockholders, partners, members, employees, agents, representatives or advisors; provided further that in each case, the Borrower shall only be responsible for the reimbursement of one primary counsel and, if needed, one local counsel in each applicable jurisdiction for the Indemnitees as a group, unless there is an actual or potential conflict among such group members (as reasonably determined by an Indemnitee). Without limiting the provisions of Section 3.01, this Section 10.05 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(b) To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under subsection (a) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof) or any Related Party of any of the foregoing, each Lender severally, and not jointly, agrees to pay to the Administrative Agent (or any such sub-agent) or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender's share of the Total Credit Exposure at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender), such payment to be made severally among them based on such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought), provided further that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) in connection with such capacity. The obligations of the Lenders under this subsection (b) are subject to the provisions of Section 2.13(e).

(c) To the fullest extent permitted by Applicable Law, the Borrower shall not assert, and the Borrower hereby waives, and acknowledges that no other Person shall have, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in clause (a) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(d) All amounts due under this Section 10.05 shall be payable within 20 Business Days after written demand therefor.

(e) The agreements in this Section shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations.

10.06 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Administrative Agent or any Lender, or the Administrative Agent or any Lender exercises its right of set-off, and such payment or the proceeds of such set-off or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Overnight Bank Funding Rate from time to time in effect. The obligations of the Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.07 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) of this Section, or (iv) to an SPC in accordance with the provisions of subsection (g) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and/or the Loans at the time owing to it or contemporaneous assignments to related Approved Funds that equal at least the amount specified in subsection (b)(i)(B) of this Section in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in subsection (b)(i)(A) of this Section, the aggregate amount of the applicable Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $10,000,000 and in $5,000,000 increments in excess thereof unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met.

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subsection (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed; provided that it shall not be unreasonable for the Borrower to refuse consent to any Public Lender or to any Person that is not engaged in the making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of business) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund (so long as such Lender, Affiliate of a Lender or Approved Fund is not a Public Lender); provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) Business Days after having received written notice (sent in accordance with Section 10.02(a)(i)) of such proposed assignment; and

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required if such assignment is to a Person that is not a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made (A) to the Borrower or any of the Borrower's Affiliates or Subsidiaries, or (B) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B), or (C) to a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of one or more natural Persons).

(vi) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under Applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be (A) entitled to the benefits of Sections 3.01, 3.04, 3.05, and 10.03 and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment and (B) subject to obligations in Section 3.01(e) and (f); provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Upon request, the Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section. An Eligible Assignee of a Lender shall not be entitled to receive any greater payment under Sections 3.01 or 3.04 than such Lender would have been entitled to receive as of the date such Eligible Assignee became a party to this Agreement; provided, however, that this limitation shall not apply to any Eligible Assignee designated by the Borrower pursuant to Section 10.14; and provided, further, that this limitation shall also not apply with respect to Loans to a Borrower not a party to this Agreement as of the date such Eligible Assignee became a party to this Agreement.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower (and such agency being solely for tax purposes), shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it (or the equivalent thereof in electronic form) and a register for the recordation of the names and addresses of the Lenders, and the Commitments

of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as a Defaulting Lender. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural Person or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of one or more natural Persons, a Defaulting Lender, or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 10.05(b) without regard to the existence of any participation. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 10.01 that affects such Participant. Subject to subsection (e) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section, provided such Participant agrees to be subject to Sections 3.06 and 10.14 as though it were a Lender. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.09 as though it were a Lender, provided such Participant agrees to be subject to Section 2.14 as though it were a Lender.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 3.01 unless the Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 3.01(g) as though it were a Lender (it being understood that the documentation required under Section 3.01(g) shall be delivered to such Participant by the applicable Lender).

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note(s), if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Special Purpose Funding Vehicles. Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower (an "SPC") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan, and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof or, if it fails to do so, to make such payment to the Administrative Agent as is required under Section 2.13(b)(ii). Each party hereto hereby agrees that (i) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrower under this Agreement (including its obligations under Section 3.01 and Section 3.04), (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable, and (iii) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior debt of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained herein, any SPC may (i) with notice to, but without prior consent of the Borrower and the Administrative Agent and with the payment of a processing fee in the amount of $3,500 (which processing fee may be waived by the Administrative Agent in its sole discretion), assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or Guarantee or credit or liquidity enhancement to such SPC.

10.08 Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives who need to know such information for the purposes set forth in this Section 10.08 and who have been advised of and have acknowledged their obligation to keep such information confidential in accordance with this Section 10.08, (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it or its Affiliates (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by Applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 10.08, to (i) any

assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap, derivative or similar transaction relating to the Borrower and its obligations, (g) with the prior written consent of the Borrower, (A) to any rating agency when required by it and (B) the CUSIP Service Bureau or any similar organization or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 10.08 or (y) becomes available to the Administrative Agent or any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower; provided, however, that the source of such information was not known by the Administrative Agent, such Lender or such Affiliate, as the case may be, to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement, but excluding any Information, to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent and the Lenders in connection with the administration of this Agreement, the other Loan Documents, and the Commitments.

For purposes of this Section 10.08, "Information" means all information received from the Borrower or any of its Subsidiaries relating to the Borrower or any of its Subsidiaries, or any of its or their respective businesses, other than any such information that is publicly available or otherwise available to the Administrative Agent or any Lender, as the case may be, on a nonconfidential basis prior to disclosure by any Loan Party; provided, however, that the source of such information was not known by the Administrative Agent or such Lender, as the case may be, to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent and the Lenders acknowledges that (a) the Information may include material non-public information concerning the Borrower or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with Applicable Law, including Federal and state securities Laws. Each Person who receives Information pursuant to this Agreement shall use such Information solely for the purpose of fulfilling such Person's obligations or exercising such Person's rights under this Agreement.

For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority without any notification to any Person.

10.09 Set-off. In addition to any rights and remedies of the Lenders provided by law, upon the occurrence and during the continuance of any Event of Default, each Lender is authorized at any time and from time to time, without prior notice to the Borrower or any other Loan Party, any such notice being waived by the Borrower (on its own behalf and on behalf of each Loan Party) to the fullest extent permitted by Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held by, and other indebtedness at any time owing by such Lender to or for the credit or the account of the respective Loan Parties against any and all Obligations owing to such Lender hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not the Administrative Agent or such Lender shall have made demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or indebtedness or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness; provided, that (i) no Lender shall exercise any rights under this Section 10.09 with respect to any assets of

any Foreign Subsidiary other than with respect to the direct obligations of such Foreign Subsidiary to the Lenders, and (ii) in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.15 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and their respective Affiliates under this Section 10.09 are in addition to their other rights and remedies (including other rights of set-off) that such Lender or their respective Affiliates may have. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such set-off and application; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application.

10.10 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by Applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by Applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

10.11 Integration; Effectiveness. This Agreement, the other Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10.12 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Borrowing, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied (other than unasserted indemnification, tax gross up, expense reimbursement or yield protection obligations, in each case, for which no claim has been made).

10.13 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or

render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 10.13, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, then such provisions shall be deemed to be in effect only to the extent not so limited.

10.14 Replacement of Lenders. If the Borrower is entitled to replace a Lender pursuant to the provisions of Section 3.06, or if any Lender is a Defaulting Lender or a Non-Consenting Lender or if any other circumstance exists hereunder that gives the Borrower the right to replace a Lender as a party hereto, then the Borrower may, at its sole expense, and with the efforts of the Borrower and the Administrative Agent, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.07), all of its interests, rights (other than its existing rights to payments pursuant to Sections 3.01 and 3.04) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 10.07(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter;

(d) such assignment does not conflict with Applicable Laws; and

(e) in the case of an assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

Each party hereto agrees that (a) an assignment required pursuant to this Section 10.14 may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee and (b) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to an be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender; provided, further that any such documents shall be without recourse to or warranty by the parties thereto.

Notwithstanding anything in this Section to the contrary the Lender that acts as the Administrative Agent may not be replaced hereunder except in accordance with the terms of Section 9.06.

10.15 Governing Law. (a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT THE ADMINISTRATIVE AGENT AND EACH LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY, BOROUGH OF MANHATTAN OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE SITTING IN NEW YORK CITY, BOROUGH OF MANHATTAN, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE BORROWER, THE ADMINISTRATIVE AGENT AND LENDERS CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS. THE BORROWER, THE ADMINISTRATIVE AGENT AND EACH LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. THE BORROWER, THE ADMINISTRATIVE AGENT AND EACH LENDER WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

10.16 Waiver of Right to Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

10.17 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby, the Borrower acknowledges and agrees that: (i) the credit facility provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document) are an arm's-length commercial transaction between the Borrower and their respective Affiliates, on the one hand, and the Administrative Agent, the Lenders and the Arranger, on the other hand, and the Borrower is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents (including any amendment, waiver or other modification hereof or thereof); (ii) in connection with the process leading to such transaction, the Administrative Agent, each Lender and the Arranger each is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary, for the Borrower or any of their respective Affiliates, stockholders, creditors or employees or any other Person; (iii) except as expressly set forth in Section 10.07(c), neither the Administrative Agent nor any Lender or Arranger has assumed or will assume an advisory, agency or fiduciary responsibility in favor of the Borrower with respect to any of the transactions contemplated hereby or the process leading thereto, including with respect to any amendment, waiver or other modification hereof or of any other Loan Document (irrespective of whether the Administrative Agent or any of the Lenders or Arranger has advised or is currently advising the Borrower or any of their respective Affiliates on other matters) and neither the Administrative Agent nor any Lender or Arranger has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (iv) the Administrative Agent, the Lenders and the Arranger and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its respective Affiliates, and neither the Administrative Agent nor any Lender or Arranger has any

obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and (v) the Administrative Agent, the Lenders and the Arranger have not provided and will not provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Loan Document) and the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. The Borrower hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against the Administrative Agent, the Lenders and the Arranger with respect to any breach or alleged breach of agency (except for any breach of the express terms of Section 10.07(c)) or fiduciary duty. The Borrower agrees that it will not claim that any of the Administrative Agent, the Lenders or Arranger has rendered advisory services of any nature or respect or owes a fiduciary or similar duty to the Borrower, in connection with any transactions contemplated hereby.

10.18 USA PATRIOT Act Notice. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower in accordance with the Act.

10.19 Electronic Execution. This Agreement, any Loan Document and any other Communication, including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the Loan Parties agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on each of the Loan Parties to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of each of the Loan Parties enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent and each of the Lenders of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Lenders may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Loan Party without further verification and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by telecopy, emailed .pdf or any other electronic means). The Administrative Agent shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon, any Communication (which writing may be a fax, any electronic message, Internet or intranet website posting or other distribution or signed using an Electronic Signature) or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof).

Each of the Loan Parties, the Administrative Agent and each Lender hereby waives (i) any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement and any other Loan Document based solely on the lack of paper original copies of this Agreement and/or such other Loan Document, and (ii) any claim against the Administrative Agent, each Lender and each Related Party for any liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures, including any liabilities arising as a result of the failure of the Loan Parties to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

10.20 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Solely to the extent any Lender that is an Affected Financial Institution is a party to this Agreement and notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

10.21 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Swap Contract or any other agreement or instrument that is a QFC (such support, "QFC Credit Support", and each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated

thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 10.21, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

VONTIER CORPORATION

By: /s/ Tim Reynolds
Name: Tim Reynolds
Title: Vice President, Corporate Development & Treasury

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: /s/ Lesley Wilson

Name: Lesley Wilson

Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Lesley Wilson
Name: Lesley Wilson
Title: Senior Vice President

FIRST NATIONAL BANK OF PENNSYLVANIA, as a Lender

By: /s/ Michael Renne
Name: Michael Renne
Title: VP

THE TORONTO-DOMINION BANK, NEW YORK BRANCH, as a Lender

By: /s/ Paul D'Angelo
Name: Paul D'Angelo
Title: Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ John M. Owens
Name: John M. Owens
Title: Vice President

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX B: ACTIVE DISTRIBUTORS

State Code	Distributor Name	Address	City	Zip	Area Code	Phone Number
AL	LOCKE, ANTHONY W	24692 DOGWOOD DR	ELKMONT	35620	256	497-3925
	State Count: 1					
AZ	PETERSEN, CHRISTOPHER CAR	17733 WEST HEDGEHOG PLACE	SURPRISE	85387	602	750-9951
	State Count: 1					
CA	GALLEGOS, JOSE LUIS & ANN	36 MT VERNON AVE	RIVERSIDE	92507	760	669-7338
CA	MORALES, SAUL RAMIREZ & E	127 LIVE OAK RD	WATSONVILLE	95076	831	440-6558
	State Count: 2					
CO	KUROS, JOHN TED & AMANDA	44331 HOMESTEAD RD	ELIZABETH	80107	720	345-3311
	State Count: 1					
CT	WHEATON, LESLIE	83 CEDAR HILL ROAD	MILFORD	06460	203	876-0454
	State Count: 1					
DE	LEITER, ELIJAH CLAIR *TRK	51 SARATOGA DR	NEW CASTLE	19720	302	538-3284
	State Count: 1					
GA	COLWELL, DUSTIN GENE & JE	3950 SUWANEE BEND DR	SUWANEE	30024	910	333-7474
	State Count: 1					
IL	GILLESPIE, STEVEN G	2630 N US HWY 45/52	CLIFTON	60927	815	830-4999
	State Count: 1					
IN	SWINFORD, GARY W & CHRIST	4494 E 900 N	ALEXANDRIA	46001	317	316-6339
IN	HASAN, SHAKIL	665 WOOD DALE TERRACE APT	GREENWOOD	46142	317	205-4817
	State Count: 2					
KS	GREEN, STEVEN R	7033 SW SADDLE RD	AUGUSTA	67010	316	619-6397
	State Count: 1					
KY	BOCKELMAN, ANDREW J & JUL	412 SILVERLAKE AVE	ERLANGER	41018	859	380-3524
	State Count: 1					
MI	GILLE, CRYSTAL MARIE & CA	17070 CHEROKEE TRAIL	THREE RIVERS	49093	269	317-2955

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
MI	BURNETT, LUCAS JOSHUA	4207 LEAH ST	MICHIGAN CENTER	49254	517	937-7603
	State Count: 2					
MO	BIESEMEYER, CHRISTOPHER A	87 SE 95TH RD	JASPER	64755	417	291-7113
	State Count: 1					
NC	MEDERO MORALES, LUIS A &	5212 DUNCAN ROAD	MONROE	28110	704	318-6108
NC	FAAS, DAVID	130 E PEACOCK AVE	DENTON	27239	336	225-1915
	State Count: 2					
NH	RILEY, JEFFREY DANIEL *ST	4 PREVERE RD	RAYMOND	03077	603	507-0499
	State Count: 1					
NY	SHEEHAN, FRANCIS JAMES &	30 WEST DOGWOOD DRIVE	POUGHKEEPSIE	12601	845	464-1416
	State Count: 1					
OH	MATCO * EMP *	HOUSE ACCOUNT	STOW	44224	216	9294949
OH	PERSON, BRYAN K & HILLARY	7557 CINNAMON WOODS DRIVE	WEST CHESTER	45069	513	240-0169
OH	MURPHY, JASON DAVID & CLA	3491 STATE ST NE	CANTON	44721	330	206-3671
	State Count: 3					
OR	DAVIS, KEN R *KENNY*	1685 NW DAVIDSON WAY	TERREBONNE	97760	760	799-8957
OR	MCKINNEY, JOSHUA KEITH &	9430 SOUTH PRAIRIE RD	TILLAMOOK	97141	541	380-1099
	State Count: 2					
PA	WHITE, JR., BOBBY ALLEN &	243 MIDDLE RD	NEWVILLE	17241	717	713-4684
	State Count: 1					
PR	HERNANDEZ MARTINEZ, FERNA	URB JARDINES DE ROMANY RU	MOROVIS	00687	787	944-4598
PR	SANTANA PEREZ, MICHAEL ED	URB LIRIOS CALA II CALLE	JUNCOS	00777	787	308-4702
	State Count: 2					
SC	HINKLE III,JOE C & JACQUE	2614 LOCHVIEW ST	FORT MILL	29715	704	806-6290

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
	State Count: 1					
TX	GUZMAN ALVAREZ, ALBERTO &	1600 LAS PALMAS AVE	HIDALGO	78557	956	588-7462
	State Count: 1					
UT	ASATO, MILES MASAMI & DIA	4556 W 4745 S	SALT LAKE CITY	84118	801	864-0376
	State Count: 1					
WI	STEWART, BRIAN A	1135 1ST AVENUE	EAU CLAIRE	54703	715	577-1487
WI	GRINDE, BRIAN JAMES & SAR	507 JANA RD	EDGERTON	53534	608	520-8016
	State Count: 2					
WY	BEASON, ZACHARY THOMAS &	15 CATTAIL LANE	SHERIDAN	82801	307	461-2804
	State Count: 1					
	Total Count: 34					

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
WI	OLSON, JOHN C	438 NEW CENTURY DRIVE	HUDSON	54016	612	850-7354
WI	LEE, JOHN R	328 S WASHINGTON AVE	NEW RICHMOND	54017	612	558-1157
WI	WAHLEN, BARRY J & TRACY L	890 JEONNA WAY	PULASKI	54162	920	660-1713
WI	NUTHALS, ROBERT J	6231 MAIN ST	ABRAMS	54101	920	655-2195
WI	PHARO, TERENCE M	5480 BROKEN BOW RD	SUN PRAIRIE	53590	608	669-6537
WI	SWAN, JAMES C	W875 PRIMROSE RD	GENOA CITY	53128	262	206-1711
WI	ZENTKO, LINDSEY K	111 HENDERSON ST	EDGERTON	53534	608	332-7010
WI	CRABTREE, STEVEN A	360 PLEASANT AVE	ELLSWORTH	54011	715	222-2133
WI	TREMAINE, JAMIE N	N 8321 WHIPPOORWILL RD	IXONIA	53036	262	490-0128
WI	GARCIA, JESUS S	1120 97TH ST	PLEASANT PRAIRI	53158	847	707-8791
WI	CURLER, DEVIN S	N10135 ST GWY 13	PHILLIPS	54555	715	820-0862
WI	ROACH, KYLE J	W6545 E. STEAMBOAT LN	APPLETON	54915	920	843-0730
WI	ANDERSON, RICKY L	5397 ARPIN HANSEN RD	ARPIN	54410	715	897-6572
WI	RAABE, KYLE J AND WENDY L	N2503 KUTZ RD	FORT ATKINSON	53538	414	940-0375
WI	TOMAN, PETER A	7523 184TH AVE	BRISTOL	53104	262	676-7249
WI	SCHULTZ, JONATHON D *CODY	5570 RIVER RD	WAUNAKEE	53597	608	513-8846
WI	STRAKA, SHAWN M	37911 MAPLE LANE	PRAIRIE DU CHIE	53821	608	485-3625
WI	ERDMANN, BRIAN J	575 NORTH BELVIDERE ST	BUFFALO CITY	54622	608	863-5695
WI	DEVANEY, MATTHEW C	3330 HARRISON ST	KANSASVILLE	53139	262	721-6563
WI	TOMKA, ANDREW F	1633 S SUNNYSLOPE RD	NEW BERLIN	53151	414	526-8251
WI	JANSSEN, NICHOLAS B	2301 FOREST DR	RHINELANDER	54501	715	550-1246
WI	ASHTON, QUINT D	1120 PINE RIDGE DR	RIVER FALLS	54022	651	434-8909
WI	IRONSIDE, ANDREW J	5528 381ST AVE	BURLINGTON	53105	262	620-5617
WI	BLOHOWIAK, SHAWN P	1608 SCHWARTZ RD	PULASKI	54162	920	737-7713
WI	ERICKSON, MICHAEL J	1169 121ST AVE	NEW RICHMOND	54017	715	222-4796
WI	FISCHER, JEREMY P	1561 N SUPERIOR ST	ANTIGO	54409	715	301-5089
WI	WALDNER, MICHAEL E	1870 TOWER DRIVE	STOUGHTON	53589	608	630-3810
WI	JENSON, EUGENE C	510 RAVINE ST	DARLINGTON	53530	608	574-8126
WI	ZABEL, JOEL G & ANNE E	230 GLACIAL DR	SLINGER	53086	414	218-2391
WI	STEWART, BRIAN A *TERM*	1135 1ST AVENUE	EAU CLAIRE	54703	715	577-1487
WI	PUKALL, HOWARD A *HOWIE*	1540 FOXMOOR DR	FENNIMORE	53809	608	988-6339
WI	KASTEN, DONALD A	220 W LIBERTY ST	LONE ROCK	53556	608	574-3838
WI	KOPPEN, ROBERT J	W177 N8659 LYNWOOD DR	MENOMONEE FALLS	53051	262	225-9386
WI	DOLSON, TIMOTHY J & TERES	W9896 COUNTY RD K	LODI	53555	608	669-3819
WI	DE MERRITT, ANDREW A	544 WINDYWOOD LANE	WRIGHTSTOWN	54180	920	660-3483
WI	HILL, BLAIR E *BEN HILL E	2000 CROOKED AVE	HOLMEN	54636	608	799-8185
WI	NIES, JESSE R & JACLYN L	1458 S 90TH ST	WEST ALLIS	53214	262	370-4390
WI	BELL, SR., PHILLIP M & SH	2359 HAMPTON AVE	GREEN BAY	54311	920	784-8081
WI	ELLIS, RICHARD T	14360 WEST GREENFIELD AVE	BROOKFIELD	53005	414	405-1681
WI	OLSON, KEITH W & JEANNE A	5821 STATE HWY 186	VESPER	54489	715	213-4911
WI	RESSEL, JAMIE L & SARAH L	2829 HAMILTON STREET	LACROSSE	54603	608	864-1085
WI	MALONEY, PATRAIC M & CYNT	W365S2979 WALTERS ROAD	DOUSMAN	53118	262	613-7031
WI	HARMS, ROBERT JOHN	20555 US HWY 63	GRAND VIEW	54839	608	635-6018
WI	WILSON, BENJAMIN FRANK &	N2347 MERIDIAN AVE	GRANTON	54436	715	937-2929
WI	LARSEN, CARL ALLEN & STEP	63 STATE RD 138	STOUGHTON	53589	608	712-4587
WI	SCHMIT, EDWARD M	1432 MERA LN	KAUKAUNA	54130	608	438-1751
WI	GRINDE, BRIAN JAMES & SAR	507 JANA RD	EDGERTON	53534	608	520-8016
WI	HOLIDAY, LUCAS JOHN	125 W MAIN STREET	GILLETT	54124	920	606-7766
WI	SOMMER, COREY D	2202 PRESTON ROAD	EAU CLAIRE	54703	715	559-5919
WI	MOSER, GARY W	1424 SHALOM DRIVE	KEWASKUM	53040	414	254-8245

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
WI	BOGARD, JASON EDWARD & ME	N5595 MAGNOLIA DR	ELKHORN	53121	262	325-8567
WI	BIERD, SHANE PIPER	4778 GARDEN CT	SUN PRAIRIE	53590	608	338-6686
WI	BURK, ANDREW LAWRENCE	N2105 22ND AVE	WAUTOMA	54982	920	240-9094
WI	PINNT, COLLIN KENNEDY	1095 170TH ST	HAMMOND	54015	715	977-7219
WI	SCHIFFER, MICHAEL J	6415 REIFS MILLS ROAD	MANITOWOC	54220	920	681-0370
WI	ROITSTEIN, BRIAN LOGAN &	446 NIGHTINGALE DRIVE	PULASKI	54162	920	784-4401
WI	KORDECKI, DEREK LAWRENCE	13063 40TH AVE	CHIPPEWA FALLS	54729	262	620-1645
WI	MEZERA, KURT J & ALEXA J	2244 E CARLEY CT	MILTON	53563	608	770-1885
WI	MURPHY, TERRY	1065 SCHANOCK DR	GREEN BAY	54303	920	680-7971

State Count: 59

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
IL	WALKER, TONA J & RICKY D	8023 CRYSTAL LANE	TROY	62294	618	977-2933
IL	SHERRICK, CLARENCE *CHRIS	113 N MAPLE	MT PROSPECT	60056	847	610-0918
IL	RUEDAS, CLAUDIO	5N426 CENTRAL RD	ITASCA	60143	630	501-6496
IL	THOMAS, MICHAEL A	635 ROCHDALE CIRCLE	LOMBARD	60148	630	935-1116
IL	YANOW, MEAGAN C *SAM*	ATTENTION SAM YANOW	WAUCONDA	60084	847	312-3594
IL	JANSEN, KYLE J	5208 LEAH LANE	AVISTON	62216	618	799-9912
IL	MCDOWALL, JOSEPH J	1924 SUNSET AVE	WAUKEGAN	60087	847	529-4332
IL	GILLESPIE, STEVEN G	2630 N US HWY 45/52	CLIFTON	60927	815	830-4999
IL	WATSON, PAUL A	430 N LINN ST	PRINCETON	61356	815	878-1080
IL	GRIGOLO, VICTOR A	24359 BEACH GROVE RD	ANTIOCH	60002	708	227-1561
IL	LEVIN, AARON J	36 INGLESIDE SHORE RD	FOX LAKE	60020	847	561-4507
IL	SUAREZ, ARMANDO JR	19598 W MARTIN DR	MUNDELEIN	60060	224	595-2269
IL	PARKHURST, NICHOLAS A	357 LINCOLN AVE	WOODSTOCK	60098	847	321-0360
IL	SLOMKA, RICHARD F	2N503 BERNICE AVENUE	GLEN ELLYN	60137	630	290-1965
IL	GRIFFITH, KEITH A *ALAN*	207 W ADAMS	ATLANTA	61723	217	314-1077
IL	OGLESBY, MATTHEW T	18201 ALTENBURG RD	HARVARD	60033	847	833-4207
IL	KLIMEK, RICKEY C JR	16656 W 146TH PL	LOCKPORT	60441	708	280-1803
IL	URBEN, CHRIS M	422 HAMLET ST	BATAVIA	60510	331	223-0219
IL	ARIAS, MIGUEL	1292 SYCAMORE ST	ELGIN	60123	773	550-9050
IL	DIETZ, RONALD H JR	314 SOUTH DRIFTWOOD TRAIL	MCHENRY	60050	847	561-0517
IL	HUBRICH, JEFFREY A	404 GRANDVIEW DR	LEROY	61752	309	531-0534
IL	GAHM, CALVIN J	214 S BELLEVUE AVE	WARREN	61087	815	990-5537
IL	DIAZ RIOS, JOEL	37164 N GRANDWOOD DR	GURNEE	60031	773	664-1547
IL	HARTUNG, ANDREW M	30434 NE END AVE	LIBERTYVILLE	60048	847	363-4377
IL	LITTLE, STEVEN M	4123 CANOLA LANE	CHERRY VALLEY	61016	815	979-6287
IL	DESCHAINE, JEFFREY A	4907 DAVID DR	ROCKFORD	61108	815	997-2472
IL	HAZZARD, KEVIN J	1202 SOUTH MASON	BLOOMINGTON	61701	217	415-3155
IL	MYERS, BRADLEY C & SHERRY	221 SAGE CREEK DRIVE	BETHALTO	62010	618	593-3227
IL	FILLIPPONI, MARIO S & COR	137 PRANCER DR	HEYWORTH	61745	309	531-5899
IL	KELLER, JACOB A	9516 HALIGUS RD	HUNTLEY	60142	224	334-9010
IL	WILSON JR, RICHARD A	10339 E 1500 NORTH RD	PONTIAC	61764	815	375-6284
IL	KNELL, JERRY L	1107 PLYMOUTH DR.APT B	CHAMPAIGN	61821	217	621-8091
IL	MENOZI, MARK C & RENA M	3720 PRAIRIE	MORRIS	60450	815	258-4652
IL	SAUCEDO, CESAR & MELISSA	431 S LAKE ST	MUNDELEIN	60060	224	305-4256
IL	MENOZI, MARK C & RENA M *	3720 PRAIRIE LN	MORRIS	60450	815	353-2372
IL	MARSCH, SCOTT D & SARAH A	530 ILLINOIS AVE	BATAVIA	60510	630	418-2608
IL	DUMELLE, BRANDON N & ANAS	56 E WRIGHTWOOD AVE	GLENDALE HEIGHT	60139	630	601-9694
IL	REEDER, JOSHUA J	3221 E 1ST RD	PERU	61354	815	326-2777
IL	KONOPKA, DAVID ALLEN *BRA	10300 W PADDOCK AVE	WAUKEGAN	60087	224	717-9561
IL	MADSEN, STEVEN T & JEANET	6N051 VIRGINIA RD	ROSELLE	60172	847	363-7790
IL	SEYS, JACOB P	19365 EAST 400TH STREET	COAL VALLEY	61240	309	714-1100
IL	BRIGHT, DOUGLAS	1190 EAST 1800 NORTH RD	MONTICELLO	61856	217	762-7603
IL	CHEATHAM, DOUGLAS MICHAEL	2 GLENWOOD DR	BETHALTO	62010	314	541-0970
IL	PETERS, BRADLEY J & KELLY	14958 E US HIGHWAY 40	MARSHALL	62441	217	823-2153
IL	BIVENS, BRIAN KENT	104 ESKEN	WASHINGTON	61571	252	764-7271
IL	SCRANTON, WILLIAM J *WILL	8300 49TH ST	COAL VALLEY	61240	309	721-2831
IL	O'CONNELL, DAVID W	25526 W FOXTAIL RD	ROUND LAKE	60073	847	502-8277
IL	CONGER, ROBERT C *ROB* &	1808 NICHOLSON ST	CREST HILL	60403	815	922-3752
IL	KACIR, RONALD	23500 FARMDALE RD	WASHINGTON	61571	309	699-1996
IL	DAWSON, RICKY E *RICK*	20 WEST 066 99TH ST	LEMONT	60439	630	783-8402

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
IL	BERGMAN, AARON S	200 LOGAN ST	EMDEN	62635	217	376-3870
IL	WILSON, MIKE	522 CONSTANZO LANE	BETHALTO	62010	618	530-0351
IL	MENOZI, MARK C *TRK 1*	3720 PRAIRIE LANE	MORRIS	60450	815	353-2372
IL	ENGELMANN, ERIC D	2166 SPRADLIN ROAD	JACKSONVILLE	62650	217	899-6207
IL	LESZCZYSZYN, MARK J	231 CUMMINGS DR	BARTLETT	60103	847	202-6178
IL	VOYLES, KEITH E	39W031 HOGAN HILL	ELGIN	60124	847	650-6835
IL	SMITH, TONY *TJ*	29085 MECHLING LANE	ROCK FALLS	61071	815	441-2130
IL	OTTE, BRETT T	218 PLUM ST	AURORA	60506	630	212-7685

State Count: 58

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
IA	CLARK, EDWARD H IV	57 SOLON RD	SOLON	52333	319	389-5986
IA	ANDERSON, AARON P	2026 ASHFORD RD	BETTENDORF	52722	563	340-5258
IA	PEARSON, NATHAN E	PO BOX 34	CENTRAL CITY	52214	319	521-1069
IA	COATES, ERIC A	165 PRINCETON PL	DUBUQUE	52001	563	513-7510
IA	PHILEBAR, SHANE	61801 315TH ST	MALVERN	51551	712	355-3020
IA	EDGINGTON, ERIC J *EJ*	3108 SW MEADOW RIDGE DR	ANKENY	50023	515	868-1484
IA	WAGNER, RONALD D & SILVAN	2719 BRUNSKILL RD	DUBUQUE	52003	563	590-9889
IA	CUNNINGHAM, PAUL W	2522 BROOKVIEW CT	VAN METER	50261	515	508-1936
IA	STROHBEHN, PARKER A	1222 LINCOLN HIGHWAY	NEVADA	50201	651	792-6074
IA	HUBKA, DEAN E & LISA J	306 E GILMAN ST	SHEFFIELD	50475	641	525-0849
IA	SCHERBRING, MATTHEW D & E	1988 165TH STREET	MANCHESTER	52057	563	608-1264
IA	TRAN, KIRBY LAC	10 MAPLE AVE #309	NEVADA	50201	515	209-9130
IA	LESCH, JORDAN PATRICK	107 STATION STREET	SHELBY	51570	712	307-0487
IA	SIMMONS, RILEY JAMES & BA	1503 NW ABBIE DR	ANKENY	50023	515	895-7400
IA	ROMBOU, BRANDON MICHAEL &	209 EAST PARK AVENUE	DES MOINES	50315	515	718-7772
IA	WAGNER, RONALD DEL & SILV	2719 BRUNSKILL RD	DUBUQUE	52003	563	210-8831
IA	HEINE, JACE CAMERON & MAD	2280 NUTHATCH AVE	ASHTON	51232	712	395-1090
IA	GAUL, DEREK STEVEN	1614 AVENUE N	HAWARDEN	51023	712	422-0566
IA	STROHBEHN, PARKER ALAN *S	1222 LINCOLN HIGHWAY	NEVADA	50201	515	509-4975
IA	BRAAFHART, KEITH B	17 PARK AVENUE COURT	ELDRIDGE	52748	563	650-3263
IA	CHESMORE, HENRY JOHN	529 BAKER DR	CEDAR FALLS	50613	507	829-6969
IA	WILSON, DUSTYN JOHN & SHE	800 MAIN ST	NEW MARKET	51646	712	377-0205
IA	SIMMONS, RILEY JAMES & BA	1503 NW ABBIE DR	ANKENY	50023	515	903-9220
IA	DARNELL, KENNETH JAMES	209 N 5TH AVE	LOGAN	51546	712	216-1740
IA	MAYROSE, JEREMY DAVID & N	9954 NW LAKE DR	POLK CITY	50226	712	548-7167
IA	VANDEVOORDE, JOHN W	25220 210TH AVENUE	ELDRIDGE	52748	563	508-1595
IA	CAFFREY, BOB J	2440 NEWPORT SW	CEDAR RAPIDS	52404	319	369-0916

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State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
MN	WILCOX, DAVID S *NICOLE W	12167 FUSCHIA DR	BAXTER	56425	218	851-3044
MN	EDWARDS, DAWN R	21157 535TH AVENUE	MANKATO	56001	507	317-3301
MN	SIEGFRIED, JEFFREY V	12943 CHISHOLM ST NE	BLAINE	55449	763	229-4043
MN	THOMPSON, TOBIAS J	1628 WEST 5TH STREET	WINONA	55987	507	313-2004
MN	REIPLINGER, RYAN W	7148 LITTLE DIP LANE NE	BEMIDJI	56601	218	760-4660
MN	BOETTNER, MATTHEW W	22129 174TH ST NW	BIG LAKE	55309	612	741-0350
MN	ZEGLEN, NATHEN R	21387 COTTONWOOD ST NW	OAK GROVE	55011	763	221-0190
MN	NITSCHKE, ROBERT L	11747 239TH ST N	SCANDIA	55073	651	238-9074
MN	LEON, THOMAS J	1205 LYNDON AVE SW	GLYNDON	56547	701	388-8635
MN	HILL, ALEXANDER T	716 192ND STREET SOUTH	HAWLEY	56549	701	318-2364
MN	NEU, LORELLE M	5679 GLENMOOR CIR	MINNETONKA	55345	763	313-3192
MN	KNUTSON, JAKSON C	7 GARDEN CT NW	EAST GRAND FORK	56721	218	280-8249
MN	SCHROEDER, JOHN M	7844 SE 14TH AVE	OWATONNA	55060	507	456-1986
MN	CONNELLY, COLE T & KAYLA	6024 COLFAX AVE N	MINNEAPOLIS	55430	612	554-1953
MN	SCHREINER, ZACHARY J & KA	29541 203rd AVE	FERGUS FALLS	56537	320	291-5124
MN	DEAN, DOUGLAS K & KIMBERL	1394 SPRINGFIELD PARKWAY	JACKSON	56143	320	894-9244
MN	ERICKSON, MICHAEL L	7019 JOHNSON RD NE	CARLOS	56319	320	760-5084
MN	STENZEL, RYAN R	15628 OLD 44 RD	CALEDONIA	55921	507	696-6218
MN	GUZMAN VIVAS, MICHAEL L	14900 392ND ST	NORTH BRANCH	55056	651	358-1423
MN	ARNEVIK, AARON J & TIFFAN	1129 9TH AVE SW	FARIBAULT	55021	952	250-6566
MN	SKOGMAN, JOHN C & STEPHAN	1434 138TH LANE NW	ANDOVER	55304	763	567-1747
MN	HAPPLE, WILLIAM ROBERT &	7608 WENTWORTH	MINNEAPOLIS	55423	952	217-7326
MN	ERICKSON, MICHAEL LEE - T	8977 UTOPIA DR NW	BRANDON	56315	320	760-5084
MN	TOROLA, DAVID SCOTT & ANN	315 1ST ST SE APT 1	MENAHGA	56464	906	370-8531
MN	DEAN, DOUGLAS KRUSE & KIM	1394 SPRINGFIELD PKWY	JACKSON	56143	712	209-1416
MN	SIEGFRIED, JEFFREY VERN &	12943 CHISHOLM ST NE	BLAINE	55449	763	461-3661
MN	WILCOX, DAVID S & NICOLE	12167 FUSCHIA DR	BAXTER	56425	218	330-2992
MN	BAAS, MATTHEW ALLEN & MAR	58393 100TH ST	WALTERS	56097	507	383-4857
MN	TORKELSON, ADAM MICHAEL	4332 VICTOR PATH UNIT 2	HUGO	55038	612	298-0324
MN	TAYLOR, TRAVIS ROBERT & C	32634 PAMELA LN	ST JOSEPH	56374	763	233-2974
MN	REIPLINGER, RYAN WESLEY &	7148 LITTLE DIP LANE NE	BEMIDJI	56601	218	766-5960
MN	POLING II, CLINTON MONTGO	4602 COOKE ST	DULUTH	55804	678	677-0225
MN	WHITE, ADAM JOSEPH & JENN	3510 2ND ST N	ST CLOUD	56303	712	574-6572
MN	REMMEL, NATHAN ALLAN	307 LINCOLN STREET N	ATWATER	56209	320	979-6378
MN	PETERSON, JEFFREY CHARLES	1919 PROSPECT LANE	CARVER	55315	614	400-3060
MN	STEFFEN, ANDREW CHARLES &	28627 149TH ST NW	ZIMMERMAN	55398	651	261-3567
MN	THORESON, KRAIG	22995 860TH AVE	ALBERT LEA	56007	507	363-1910
MN	RESSLER, RICK E & DAWN M	20851 145TH ST NW	ELK RIVER	55330	612	599-3963
MN	DAVIDSON, PATRICK A	1072 LONE OAK LANE SW	ORONOCO	55960	507	990-6611

State Count: 39

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX C: TERMINATED DISTRIBUTORS

Run Date :12/27/25

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
AK	OGDEN, DAVID M *TERM*	3052 TREATY ST	NORTH POLE	99705	907	378-0816
AK	RASEY, KRIS K *TERM*	PO BOX 670430	CHUGIAK	99567	907	242-9095
	State Count: 2					
AL	TISDALE, CAREN C *TERM*	95 LAKE VIEW COURT	WETUMPKA	36092	*NO PHONE***	
AL	MCKENNEY, FREDERICK L *TE	1227 PETTIBONE RD	GREENVILLE	36037	334	437-3442
AL	WOODALL, DANNY *TERM*	160 ADAY RD	EVA	35621	256	612-7112
AL	SUTTON, FRANKIE L & KIMBE	541 COUNTY ROAD 6	HEADLAND	36345	334	303-7858
AL	DANTZLER, LAWTON S *TERM*	216 YELLOWLEAF DR	ENTERPRISE	36330	334	389-3779
AL	MALONE, JAMES "BRANDON" *	5908 THELES DRIVE	MOBILE	36693	251	422-8743
AL	GIVENS, JR., LARRY CRAIG	2311 MAGNOLIA SHORES ROAD	LAPINE	36046	334	318-1949
	State Count: 7					
AR	HANSON, JEREMY L *TERM*	2 SAGE VALLEY COVE	VILONIA	72173	501	733-7066
AR	VAUGHAN, ANDREW D *TERM*	33 WELLS RD	GREENBRIER	72058	501	207-1976
AR	CASEY, JASON S *TERM*	244 MUSIC LANE	DOVER	72837	479	880-6543
AR	STEADMAN, JOHN M *MIKE* *	5928 HWY 38	WARD	72176	501	541-9979
AR	RAUCH, JUSTIN & COURTNEY	50 MITCHELL CIRCLE	GREENBRIER	72058	501	548-2897
AR	RENDON, CHRISTOPHER D & T	450 HALLECK COACH ROAD	CENTERTON	72719	417	430-8893
	State Count: 6					
AZ	HARRIS, RICHARD C *TERM*	7690 S CAMINO MIRLO	TUCSON	85747	520	609-3294
AZ	BRUNELLE, CORY R *TERM*	10361 WEST FOOTHILL DR	PEORIA	85383	530	921-1076
AZ	BRAINARD, HEATH N *TERM*	7041 N 23RD LANE	PHOENIX	85021	623	693-4448
AZ	HUGGINS, BOBBIE S *TERM*	3564 N ESSO ST	KINGMAN	86409	928	385-0269
AZ	ALCALA, JEFFREY & MICHELL	19229 N. 93RD AVE	PEORIA	85382	951	906-1229
AZ	COTE, BRANDON C & NICHOLE	6846 EAST MENLOW	MESA	85207	480	708-7485
AZ	MILLS, RONALD D & DEBBIE	15906 E PRIMROSE DR	FOUNTAIN HILLS	85268	480	695-9925
AZ	CORNELY, STEPHEN FORREST	6318 NIGHTJAR LN	TUCSON	85757	520	406-7757
AZ	RIVERA MENDIOLA, JOSE & M	801 S 111TH DR	AVONDALE	85323	432	425-7605
	State Count: 9					

CA	BLASIC, MICHAEL R *TERM*	78620 AVENDIA TUJUNGA	LA QUINTA	92253	951 990-3810
CA	MCNEIL, BENTON C *TERM*	11571 ALE LANE	STANTON	90680	714 902-3013
CA	ZARATE, JUAN A JR *TERM*	7510 STEWART DRIVE	GILROY	95020	408 722-7202
CA	KACEREK, TIMOTHY R *TERM*	3618 N GREENWOOD	SANGER	93657	559 761-3888
CA	MORIARTY, AL J *TERM*	21542 FLAMENCO	MISSION VIEJO	92692	847 754-9502
CA	ST LOUIS, EDWARD *TERM*	4413 N FRUIT	FRESNO	93705	559 999-5035
CA	MENANE, RONALD P *TERM*	1015 LA SERENATA WAY	NIPOMO	93444	805 478-3242
CA	KUMAR, DINESH *TERM*	UPS STORE 1252	HAYWARD	94544	415 533-6007
CA	CARRILLO, PHILIP J *TERM*	16475 NORTH LAKE ST	MADERA	93638	559 474-6218
CA	DAVIS, WILLIAM M *BILL*	18980 PACHAPPA RD	APPLE VALLEY	92307	760 780-8886
CA	KEDZIOR, BRIAN A *TERM*	16285 PORTER AVE	RIVERSIDE	92504	909 781-1788
CA	BOETGER, RANDY J *TERM*	420 DRY MEADOW LANE	BAKERSFIELD	93308	661 348-1923
CA	LOPEZ, VICTOR *TERM*	219 EAST ARTESIA BLVD APT	LONG BEACH	90805	657 217-7601
CA	CAMACHO, MARIA G *TERM*	849 SANDIA AVE	LAPUENTE	91746	626 890-6526

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
CA	CUADRAS, STEVEN & CORI *T	12209 FARNDON AVE	CHINO	91710	909	539-3902
CA	KNEGO, AMANDA J & CHRIS B	21925 SLUICE BOX RD	FORREST HILL	95631	530	613-2147
CA	MIRANDA, DAVID A *TERM*	3847 S WELLAND AVE	ONTARIO	91761	707	315-4722
CA	DAVIS, WILLIAM M & MEGHAN	18980 PACHAPPA RD	APPLE VALLEY	92307	760	885-3501
CA	TUCKER, JEFFREY D & JENNI	2915 CHAUNCY	STOCKTON	95209	209	479-6118
CA	CAMELO MUNOZ, GERMAN A *T	9216 FERN ST	EL MONTE	91733	626	434-0932
CA	ANDERSON, DARRYL *TERM	6114 W SWIFT AVE	FRESNO	93723	510	376-3015
CA	AYON FIGUEROA, FRANCISCO	1051 BOURN DR	WOODLAND	95776	530	554-0954
CA	CHAVEZ GONZALEZ, GUILLERM	220 DELA VINA AVE	MONTEREY	93940	831	706-6000
CA	DITTY, 3RD, ROBERT WAYNE	1367 MANDRAKE WAY	BEAUMONT	92223	208	800-2255
CA	MORALES ROBINSON, RODOLFO	35995 MITCHELL RD APT. 41	MURRIETA	92562	951	551-0394
CA	SHIELDS, YAMEL I *TERM*	8742 BUENA VALLEY DR	SANTEE	92071	619	781-6258
	State Count: 26					
CO	BURR, JAY S *JOSHUA BURR	1620 CELESTE LANE	LOVELAND	80537	303	999-5112
CO	ROGERS, ANDY D *TERM*	286 HICKORY AVE	AKRON	80720	970	554-3375
CO	HOUGHTON, JOSHUA A *TERM*	3376 W LAYTON AVE	ENGLEWOOD	80110	303	246-3177
CO	AGUILAR, LUCAS S *TERM*	4063 S. OLATHE CT	AURORA	80013	720	933-2049
CO	SCHWARTZ, WYATT *TERM*	538 CACTUS ST	PUEBLO	81005	719	251-6883
CO	BRIEN, BRANDON ALAN & MIC	9590 S WARHAWK RD	CONIFER	80433		*NO PHONE***
CO	DELACRUZ, RYAN MATTHEW *T	12626 WINDINGWALK DR	PEYTON	80831	805	263-2951
CO	KULLMAN, TIM A *TERM*	1165 TOSCANO RD	FRUITA	81521	720	530-3600
	State Count: 8					
CT	HELLER, RYAN M & JENNIFER	138 LAUREL WAY	WINSTED	06098	860	485-3896
	State Count: 1					
DE	SWYKA, ANTHONY N & KATHRY	540 HOLLY KNOLL	HOCKESSIN	19707	302	593-5518
DE	EDWARDSON, GERALD D & KYL	3014 RIDGEVALE RD	WILMINGTON	19808	801	885-4928
	State Count: 2					

FL	SENSKE, ROBIN J & KRISTYA	10974 HORSE TRACK DR	JACKSONVILLE	32257	904 465-5620
FL	CUPIT, CLINTON L *TERM*	2808 TOPAZ WAY	TALLAHASSEE	32309	850 570-4531
FL	ZEHNER, STEVEN E *TERM*	5521 SOUTHBROOK DR	LAKELAND	33811	616 302-1714
FL	MATHEWS, DARREN W *TERM*	11237 RAGSDALE CT	NEW PORT RICHEY	34654	504 782-4722
FL	RIOUX, RONALD V III *TERM	1914 VICTORY PALM	EDGEWATER	32141	505 379-1966
FL	CASO, JOSEPH T *TERM*	1153 23RD ST SW	NAPLES	34117	239 821-6003
FL	CLAGETT, BRIAN DL *TERM*	624 N ORANGE AVE	DELAND	32720	407 402-0331
FL	MONTERO, DARIO M *MARK* *	4202 COURT ST	ZEPHYRHILLS	33542	813 505-4406
FL	JOHNSON, NATHAN W *TERM*	3591 LAKESIDE DR	CHIPLEY	32428	850 544-5753
FL	BUCK IV, LOUIS W *TERM*	111 NORTH 12TH ST UNIT 18	TAMPA	33602	727 777-2113
FL	MORALES, JORGE JULIO & YA	6135 NW 39TH ST	VIRGINIA GARDEN	33166	786 202-3457
FL	GUAJARDO JR., DOMINGO *TE	PO BOX 5562	SUN CITY CENTER	33571	813 294-5298
FL	ISAACS GONZALEZ, GEORGE I	8660 NW 5TH TER APT 101	MIAMI	33126	786 634-8311
FL	FIGUEROA QUIROS, EDGARDO	404 CAYWOOD AVE S	LEHIGH ACRES	33974	239 634-9259
FL	ROSADO ORTIZ, HIRAM OMAR	14025 OSPREY LINKS RD #37	ORLANDO	32837	787 458-7200

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
FL	RAUCO, DOUGLAS M *TERM*	3186 PAAR CIR	PORT CHARLOTTE	33981	484	678-1666
FL	PARKS, ROBERT *BOB* & MEL	12289 72ND COURT NORTH	WEST PALM BEACH	33412	561	252-8358
	State Count: 17					
GA	MILLER, ZACHARY *TRK 2* *	509 BLACKS CABIN WAY	DALLAS	30132	404	558-9583
GA	EVANS, HARLEY C *TERM*	190 MYRTLE DR	ROBERTA	31078	478	957-1498
GA	JONES, KENNETH R & PATRIC	122 ISLAND CREEK DR	SPARTA	31087	478	972-0694
GA	SNYDER, KEITH MITCHELL &	4907 HOLLY HILL RD	ALBANY	31721	484	357-4864
GA	GORDON, JOHN MILTON & SAR	114 WEEPING MOSS WAY	KATHLEEN	31047	478	320-7037
GA	BRAN, SELVIN R *STORE #2*	193 NAILS CREEK CROSSING	ROYSTON	30662	470	50334892
	State Count: 6					
HI	QUIPOTLA, CHRISTOPHER S *	375 KAMALEI CIRCLE	KAHULUI	96732	808	344-5773
	State Count: 1					
IA	LAMBERSON, MICHAEL C & AS	60588 190TH ST	NEVADA	50201	515	450-0932
IA	RICHARDSON, JOSHUA A *TER	2724 16TH STREET SW	ALTOONA	50009	515	519-0036
IA	MARX, COREY ROBERT *TERM*	906 CHEYENNE RD NW	CEDAR RAPIDS	52405	319	329-1067
IA	SCHOOLMEESTERS, JORDEN LE	320 MAPLE ST	OSAGE	50461	641	832-0144
	State Count: 4					
ID	ALBAUGH, DON T *BRAYDEN	1015 EAST 49TH ST N	IDAHO FALLS	83401	*NO PHONE***	
ID	FOSSUM, CLAYTON BRYCE & G	1444 N 1100 E	SHELLEY	83274	208	821-2202
ID	ROSS, JASON THOMAS & ANDR	6069 S MANDOLIN WAY	BOISE	83709	208	713-5958
	State Count: 3					
IL	WEBER, MARK A *TERM*	2105 E KENSINGTON RD	ARLINGTON HEIGH	60004	224	407-1273
IL	HUBBLE, DAVID E *TERM*	1 TRAVER TINE CIRCLE	MILLSTADT	62260	618	604-4768
IL	STAUFFER, MICHAEL L *TERM	20752 WHITE OAKS RD	MORRISON	61270	815	631-3809
IL	BELSLY, BLAKE A *TERM*	2806 N GOLF DR	PEORIA	61604	309	678-6883

IL	FURAR, RYAN A & DAWN M *T	1002	WASHINGTON ST	MENDOTA	61342	815 878-6077
IL	GALLIVAN, LOREN J & MARI	2379	COVE CT	AURORA	60504	630 730-1948
IL	NANTHAVINH, VINHNITHSUONG	6825	N DOWAGIAC AVE	CHICAGO	60646	773 480-0289

State Count: 7

IN	MOORE, MARK K *TERM*	2727	W US 52	RUSHVILLE	46173	765 561-6254
IN	COOPER, MARVIN W *WAYNE*	500	N MERIDIAN ST	PITTSBORO	46167	317 370-9493
IN	HALL, BRAD M & KATHERINE	5560	E 600 N	FRANKLIN	46131	317 690-5390
IN	DAVIS, JORDAN SCOTT *TERM	7404	E LAMPKINS RIDGE RD	BLOOMINGTON	47401	812 390-1313
IN	MEADOWS, KRISTOPHER LANE	1338	PUMPHOUSE RD	MITCHELL	47446	812 583-4753

State Count: 5

KS	FREEMAN, JON R *TERM*	940	TWIN OAKS DR	SALINA	67401	785 820-6442

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
KS	GULICK, DARIAN W *TERM*	3036 CC AVENUE	BAXTER SPRINGS	66713	620	238-0454
KS	HALLENBERG, MATTHEW K & T	24414 SPRINGDALE ROAD	MCLOUTH	66054	913	660-6341
	State Count: 3					
KY	HAWKINS, KEITH W & MELIND	124 OAKMONT LANE	FRANKFORT	40601	573	424-2373
KY	MIMS, ROBERT H *HARRISON*	7024 GOLGOTHA DR	RICHMOND	40475	859	436-8667
KY	BEAUDETTE, DAVID ROBERT &	1628 TWIN CREEK RD	SADIEVILLE	40370	561	331-5795
KY	FADEL, SAJAD ABBAS *TERM*	8813 ELI DR	LOUISVILLE	40291	502	510-7867
KY	HANEY, NICHOLAS GREGORY *	4517 DECOURSEY AVE	LATONIA	41015	859	816-1287
	State Count: 5					
LA	MCGOWEN, DAVID B *TERM*	176 SILVER LEAF DR	BENTON	71006	318	918-4644
LA	BORDELON, CHRISTOPHER & K	637 CHAMBERTIN DR	KENNER	70065	504	782-0409
	State Count: 2					
MA	AHOLA, RICHARD M *TERM*	365 PLEASANT ST	HANSON	02341	617	538-1662
MA	LAFOUNTAIN, JEFFREY J *TE	95 S WESTFIELD ST	FEEDING HILLS	01030	413	335-5767
	State Count: 2					
MD	HIMES, JOSEPH D *TERM*	1513 CHESAPEAKE RD	MIDDLE RIVER	21220	443	904-3739
MD	BREITZKE, KYLE T *TERM*	24601 ETCHISON DR	GAITHERSBURG	20882	240	255-8647
MD	SLOAN, RUSSELL M & PAMELA	2808 BETHANY LN	ELLICOTT CITY	21042	410	948-5996
MD	WALTHER,IV, LEWIS H & PAT	1915 RUDOLPH LN	LUSBY	20657	443	771-2460
MD	KELLY, JOHN L *TERM*	4718 QUIMBY AVE	BELTSVILLE	20705	301	793-9264
	State Count: 5					
ME	HALLETT, MERLE W *TERM*	63 ALLEN RD	POWNAL	04069	207	653-3220
	State Count: 1					

MI	RYAN, TRAVIS M *TERM*	8654 MAGNOLIA WAY	DEXTER	48130	734 368-0861
MI	KALCZYNSKI, RYAN C *TERM*	26 S WILLIAMSTON RD	DANSVILLE	48819	517 719-4501
MI	BAKER, JENNIFER S & DILLO	5763 N US HWY 31	ALANSON	49706	231 881-5665
MI	DEGRAAF, ROBERT J *TERM*	8088 MCCORDS AVE SE	ALTO	49302	616 901-0493
MI	SHIELDS, ROB *TERM*	2929 HIDING PLACE	MILFORD	48381	248 396-6440

State Count: 5

MN	GILBERT, KEVIN R & TERESA	36 HORSESHOE DR	GRAND RAPIDS	55744	218 256-9812
MN	LANGTEAU, MARK V *TERM*	2150 SPRUCE PLACE	WHITE BEAR LAKE	55110	651 324-0880
MN	TORKELSON, ALEXANDER B *T	82759 COUNTY ROAD 16	HECTOR	55342	320 282-8113
MN	RICHARDS, MARK D *TERM*	603 6TH AVE SE	ROCHESTER	55904	507 884-1235
MN	NELSON, JOSHUA GENE *TERM	344 LAKE AVE N	SPICER	56288	218 841-4634
MN	BRAMSTEDT, PARKER KOLTON	592 PROSPECT AVE	WINDOM	56101	507 822-8013
MN	BAKER, JEFFREY W *TERM*	26306 THOMAS AVE	ELKO NEW MARKET	55020	612 590-1003

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
	State Count: 7					
MO	BLECHLE, DERRICK B *TERM*	480 PCR 701	PERRYVILLE	63775	573	768-6065
MO	COOK, JONATHAN D *DANNY*	27028 SEVEN HILLS RD	COLE CAMP	65325	660	537-0321
MO	VERHAAR, JOSEPH J & REBEC	4402 W 20TH	JOPLIN	64804	417	438-8991
MO	BARELA, GABRIEL A & BECCI	1056 7TH ST	WEST PLAINS	65775	510	239-8436
MO	HOUGH, CELIA A & GABRIEL	504 SW WESTMINISTER RD	BLUE SPRINGS	64014	816	668-3704
	State Count: 5					
MT	MANGOLD, DAVID L *TERM*	509 E CLINTON ST	EAST HELENA	59635	406	465-3947
MT	BORRELLI, BRENT PATRICK *	1720 10th AVE S #4	GREAT FALLS	59405	406	590-8122
MT	WACHSMAN, JASON BRITT & A	10690 HIGHWAY 93N	MISSOULA	59808	860	916-8804
	State Count: 3					
NC	KEEVER, PATRICK C *TERM*	140 PARADISE COVE RD	PENROSE	28766	828	606-7730
NC	FALK, GARY R *TERM*	2048 YELLOWBRICK RD	FAYETTEVILLE	28314	910	322-5903
NC	WESTER, TODD M *TERM*	7300 NC HWY 50	ANGIER	27501	919	279-7269
NC	DANIEL, WILLIAM G *TERM*	1248 HAUGHTON RD	EDENTON	27932	434	532-9528
NC	DEAL, ROBERT S *ADAM EMP*	3043 26TH ST LANE NE	HICKORY	28601	828	598-1060
NC	MCPHERSON, CORY P *TERM*	150 AUTUMN VIEW COURT	FLETCHER	28732	828	335-3290
NC	FOUST, JACOB D *TERM*	705 APPLE ST	GIBSONVILLE	27249	336	327-7664
NC	HALL, RYAN L & LORA C *TE	14039 US HWY 74E	INDIAN TRAIL	28079	503	679-3183
NC	JONES, TERRY S *TERM*	306 HARELL ST	GREENVILLE	27858	252	364-6073
NC	LADD, JEFFREY S & LOIS M	2008 TRESFIELD CT	HAW RIVER	27258	336	512-3133
NC	AULD, CAMERON R & JENNIFE	237 MISTY ARBOR LN	MOORESVILLE	28117	727	408-2023
NC	HUTCHINS, BLAKE A & SARAH	2523 ROWE RD	LEXINGTON	27295	828	514-9243
NC	MONTGOMERY, FREDRICK LEN	105 LONG GRASS DR	SMITHFIELD	27577	336	812-8128
NC	PENDERGRAFT, MARK T *TERM	202 SERENITY DR	GOLDSBORO	27530	919	222-6199
NC	MCCOMB, CHRISTOPHER SHAUN	203 VALENCIA DR	JACKSONVILLE	28546	910	333-2622
NC	BOOYER,JONATHAN & RAQUEL	839 WHISPERING PINES	FAYETTEVILLE	28311	910	703-3120
NC	DUGGINS, DWIGHT *TERM**CO	PO BOX 1311	KING	27021	336	682-0492

	State Count: 17					
ND	RATTERREE, KURTIS D *TERM	1381 9TH ST E	DICKINSON	58601	701 690-1533	
ND	MYHRA, JOHN CLAYTON *TERM	724 N 32ND ST	BISMARCK	58501	701 870-0577	
	State Count: 2					
NE	LILLARD, MATTHEW JAMES *T	203 MEADOW LN	NORFOLK	68701	402 860-6023	
NE	BERGLUND, JOSEPH D & BARB	11605 SHELTON RD	SHELTON	68876	308 383-3188	
	State Count: 2					
NH	THIBODEAU, TODD JEFFERY &	497 STAGE RD	GILMANTON IRON	03837	603 581-4877	
	State Count: 1					

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
NJ	SPANO, ROBERT *TERM*	267 CROWS NEST RD	MANAHAWKIN	08050	609	290-6655
	State Count: 1					
NM	THOMAS, JAMES L *TERM*	6262 WEEPING WILLOW RD NE	RIO RANCHO	87144	505	620-3275
NM	BANNISTER, JEFFERY W II *	2802 HIGHLAND RD	ROSWELL	88201	575	635-0639
NM	RODRIGUEZ, JASON M *TERM*	3832 GRAND TETON WAY	LAS CRUCES	88011	915	300-9869
NM	SEMANSKY, FRANKLIN D & AL	6731 EVERITT CT NW	ALBUQUERQUE	87120	505	688-9694
NM	HERNANDEZ, ADRIAN J & AMY	1602 BOSQUE VISTA LOOP NW	LOS LUNAS	87031	505	269-9948
	State Count: 5					
NV	ALABAB, TONY JR TRK 2 *TE	7948 EASTERN ELKS ST	LAS VEGAS	89149	808	778-6633
NV	CARRILLO, ARMANDO LANDERO	3032 SHADY GARDEN CT	NORTH LAS VEGAS	89031	702	994-1409
	State Count: 2					
NY	SIGADEL, WILLIAM C *TERM*	40 WATERVLIET AVE	ALBANY	12206	518	331-0268
NY	BRAINARD, JEREMIAH S *TER	3763 LEWIS RD	BALLSTON SPA	12020	518	573-6629
NY	SHEPHARD, MATTHEW M *TERM	5096 COUNTY ROUTE 22	LACONA	13083	315	402-8176
NY	DEYOUNG, TYLER J & EMMA E	15906 BROWN SCHOOL HOUSE	HOLLEY	14470	585	880-8519
NY	RAGONE, FRANK C & JANINE	402 RIDGEFIELD ROAD	HAUPPAUGE	11788	631	433-7046
NY	DAY, TED J *TERM*	34 GABRIEL RD	CORINTH	12822	518	361-0692
NY	GREEN, CODY THOMAS & JOCE	6075 COUNTY RT 24	COLTON	13625	315	212-0369
NY	BAIRD, AUSTIN WILLIAM *TE	10677 COUNTY ROUTE 74	PRATTSBURGH	14873	315	345-6791
NY	HALSEY, ANDREW T *TERM*	7138 COLLEGE ST	LIMA	14485	315	602-6063
NY	GEHM, JAMES ARTHUR *TERM*	74 W MAIN ST	CORTLAND	13045	607	345-7468
	State Count: 10					
OH	SPRANG, JAMES R *JIMMY* *	224 N MARKET ST	LOUDONVILLE	44842	419	651-4282
OH	STONE, JULI D *TERM*	9805 MADISON RD	MONTVILLE	44064	440	725-0970
OH	MALLER, CHRISTOPHER L *TE	13185 STATE RT 118	VAN WERT	45891	260	437-2584
OH	BOWERMAN, ERIC M & MEGAN	704 BLAINE AVE	PIQUA	45356	937	215-7814
OH	HICKS, CHRISTOPHER L *TER	18448 SELLERS ROAD	CRIDERSVILLE	45806	419	302-4255

OH	NGUYEN, CHRISTOPHER *TERM	140	BURGESS ST. PO BOX 15	CAIRO	45820	407 202-5342
OH	PAINTER, MICHAEL B *TERM*	1101	SOUTHERNHILLS	HAMILTON	45013	513 291-5345
OH	CLIFTON, JR., JERRY L & B	7910	CONVERSE HUFF RD	PLAIN CITY	43064	740 506-2346
OH	LEECE, CODY J & AHSLEY M	4891	SPRINGFIELD JAMESTOW	SPRINGFIELD	45502	937 360-4998
OH	HALLIDAY, STEVEN L & KELL	15497	MARSHALLVILLE ST	CANAL FULTON	44614	330 617-6022
OH	SMITH, STEPHEN R.C. & JES	4732	HUNTING CREEK CT	GROVE CITY	43123	419 543-5948
OH	HAUSFELD, COREY G *TERM*	4119	EBENEZER RD	CINCINNATI	45248	513 713-7237
OH	HUBBARD, LUCIUS C *LUKE*	7436	TALLMADGE RD	ROOTSTOWN	44272	440 474-2615
OH	MONFREDA, PASQUALE & CATH	7209	ABILENE TRAIL	MASON	45040	513 608-5044

State Count: 14

OK	WARE, JARED A *TERM*	333671	E 740 RD	PERKINS	74059	405 338-5426
OK	HUNTER, BRIAN K & LESA A	1802	N COUNTRY CLUB RD	MUSKOGEE	74403	918 685-8501
OK	HAIR, CASEY L *TERM*	9200	S COUNTRY CLUB DR	OKLAHOMA CITY	73159	405 812-2965

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
OK	JOHNSON, GREGORY KENT *TE	415663 E 1093 RD	CHECOTAH	74426	918	261-6276
OK	CAMPBELL, DENNIS MICHAEL	1201 GRANITE LN	NOBLE	73068	405	420-1629
	State Count: 5					
OR	CRAIGMILES, JOSHUA S & WE	34515 GAROUTTE RD	COTTAGE GROVE	97424	541	912-8395
	State Count: 1					
PA	FAGAN, DANIEL A *TERM*	247 SUMMER AVE	HORSHAM	19044	215	738-0698
PA	FOERTSCH, LOUIS C *TERM*	3205 CAMBERLY DRIVE	GIBSONIA	15044	724	699-3058
PA	MURPHY, KEITH W & STACI R	2815 FORREST LANE	YORK	17402	717	465-4954
PA	WIRT, KEVIN M	140 RIDGE RD	ETTERS	17319	717	343-1875
PA	SNYDER, BRIAN T *TERM*	742 HUGHES RD	WATSONTOWN	17777	570	989-2679
PA	HENDRICKS, TYLOR W *TERM*	2212 PUDDLE COURT	EAST STROUDSBUR	18302	570	688-5262
PA	STOEBER, KEITH & SARAH *	20 DIVISION ST	PINE GROVE	17963	272	208-9022
PA	SERRONE, MATTHEW G *TERM*	315 BERGER ROAD	EASTON	18042	610	533-9448
PA	CARD, ALEXANDER E & COURT	18 HICKORY AVE	GETTYSBURG	17325	717	421-5823
PA	BOWER, DOUGLAS L & THERES	177 N 4TH ST	HUGHESVILLE	17737	570	971-3302
PA	SCHROEDER, NATHANIEL L *T	5505 DUTCH RIDGE RD	BEAVER	15009	330	209-2578
PA	OBERHOLTZER, CONWAY JOEL	60 MARTIN ROAD	MYERSTOWN	17067	717	673-7879
PA	THURSTON, CHARLES *CHIP*	1417 CHERRY ROAD	BLUE BELL	19422	610	275-1406
PA	HAMMAKER, DAVID R *TERM*	340 NEW BLOOMFIELD RD	DUNCANNON	17020	717	8349251
	State Count: 14					
PR	RODRIGUEZ, JOSE A *TERM*	URB ESTANCIAS DE BARCELON	BARCELONETA	00617	787	380-8838
PR	RODRIGUEZ, JOSE A *B VAZQ	URB. ESTANCIAN DE BARCELO	BARCELONETA	00617	939	260-4270
PR	COLON COSME, JESUS & RAIZ	BDA COOP 95 CALLE LUCHETT	VILLALBA	00766	787	901-6134
PR	LINARES RIVERA, CARLOS AL	EL MADRIGAL CALLE 23 Q14	PONCE	00730	787	432-6495
	State Count: 4					
SC	ANDERSON, NICHOLAS W *TER	513 23RD AVENUE SOUTH	NORTH MYRTLE BE	29582	843	591-6413
SC	BEDENBAUGH, CHRISTOPHER &	1929 SPRING HILL RD	GILBERT	29054	803	629-1393

State Count: 2

SD	MORAN, BRADLEY J *TERM*	21270 HIDDEN TREASURE LAN	DEADWOOD	57732	701 400-1342
SD	ADAMS, JAMES A & DANIKA R	611 MARIE DR	HARRISBURG	57032	605 595-8254
SD	SOLEM, MICHAEL HYO-SIK *T	47596 290TH STREET	CANTON	57013	605 408-4439

State Count: 3

TN	HANCOCK, JAMES R *TERM*	47 BIG TREE DRIVE	PINSON	38366	731 421-8248
TN	HATAWAY, JOSHUA P *TERM*	5431 CRESTVIEW DR	HIXSON	37343	423 802-6289
TN	ZEISS, JONATHAN D *TERM*	29 PINSON ST	TREZEVANT	38258	731 535-0650
TN	DIXON, DUSTIN S *TERM*	452 UNION B RD	MONTEREY	38574	513 833-7536
TN	RIMMER, JOSHUA J *TERM*	3012 OOLTEWAH-RINGGOLD RD	OOLTEWAH	37363	423 619-5530
TN	TURNER, BRUCE J & LAURA *	3345 MIDLAND FOSTERVILLE	BELL BUCKLE	37020	629 772-3006

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
TN	PIERCE, MATTHEW D & SASHA	2025 COLLINS ROAD	MEDON	38356	731	571-5012
TN	BERTELS, RYAN J & TRISHA	900 SHOREHAM STREET	MURFREESBORO	37130	615	200-5631
TN	BANDFIELD, MICHAEL C *TER	103 GREEN MEADOWS DRIVE	HENDERSONVILLE	37075	615	852-8773
TN	BACKSTROM, ANTHONY *TERM*	940 DOVER RD	CLARKSVILLE	37042	615	632-8461
TN	UNDERWOOD, GARRETT M *TER	465 HAYES RD	COTTAGE GROVE	38224	731	363-2455
TN	SUNDBERG IV, HARRY ARTHUR	899 BEASLEYS BEND	LEBANON	37087	629	210-6377
TN	TAYLOR, ROBERT S *TERM*	640 RICH RD	SOMERVILLE	38068	901	550-5929
	State Count: 13					
TX	RELLER, JASON TRK 2 *TERM	3884 CR 123	GAINESVILLE	76240	940	284-5770
TX	MONTGOMERY, BRANDON E *TE	20 SPRING VALLEY CIRCLE	LONGVIEW	75605	903	387-0788
TX	CONAWAY, JERRY D *TERM*	5087 JULIE CIRCLE	BRYAN	77807	979	209-9794
TX	TALESKY, RICHARD K *TERM*	1025 SINCLAIR	WEST COLUMBIA	77486	979	417-3399
TX	ESCALANTE, ENRIQUE R *TER	1225 RIO GRANDE ST	SAN JUAN	78589	956	221-1027
TX	RYAN, CURTISS C *TERM*	547 HCR 1429	COVINGTON	76636	972	921-1928
TX	BOLDEN, MICHAEL J *TERM*	221 CALERA ST	LIBERTY HILL	78642	512	705-8443
TX	LIEBMAN, JOHN R & JANET L	1107 BROOK ARBOR	MANSFIELD	76063	352	789-3764
TX	SIMAN, JUAN J & OKSANA VA	716 LAPIS LN	LAREDO	78045	956	606-8300
TX	JIMENEZ, NESTOR J *TERM*	359 BASS RD	ROCKWALL	75032	214	930-8573
TX	FELTY, MATTHEW S *TERM*	4502 STAGECOACH RD	SEGUIN	78155	210	365-4889
TX	SMITH, BRIAN K & KATHY L	6224 GRAND BLUFF LANE	LEAGUE CITY	77573	713	857-7340
TX	DAILEY, GREGORY M & ELIZA	22714 TRAILWOOD LANE	TOMBALL	77375	281	635-8517
TX	MAXWELL, JOHN DAVID *TERM	96 CR 12130	PARIS	75462	903	249-5942
TX	LEMING, ROBERT J *TERM*	9600 IAN ST	AMARILLO	79119	806	468-9781
TX	WHEELER, PAUL E *TERM*	3805 FAIRGREEN CRT	MIDLAND	79707	432	553-2626
TX	BURNS, WILLIAM R *BOB* *T	302 LAUREL COVE WEST	ONALASKA	77360	281	615-6765
	State Count: 17					
UT	KINDER, TIMOTHY J *TERM*	5049 W SILVERTIP DR	KEARNS	84118	801	833-1243
UT	GANZE, EDWIN MELVIN & MIS	3655 S OVERLOOK DR	NEW HARMONY	84757	801	556-1696
	State Count: 2					

VA	KUENDEL, SCOTT C *TERM*	1009 PORTUGAL DR	STAFFORD	22554	540 848-2329
VA	LLOYD SR, RICHARD E & JAN	12019 GRANTWOOD DR	FREDERICKSBURG	22407	540 840-1278
VA	MADDOX, DANIEL J & ASHLYN	30 BERKSHIRE	SPOTSYLVANIA	22551	301 418-8193
VA	QUINTANA MORENO, MICHAEL	42 AMSONIA COURT	STAFFORD	22556	602 999-3965
VA	MEYER, JACK & AMANDA *TR	224 QUAIL RUN LANE	WINCHESTER	22603	540 686-8227
VA	NORTH, MARCUS CHESTER *TE	885 POWER DAM RD	MCGAHEYSVILLE	22840	540 209-6243

State Count: 6

VT	BINGHAM, EVERETT C *TERM*	PO BOX 221	ASCUTNEY	05030	802 674-5626

State Count: 1

WA	SMITH, BRADLEE L *TERM*	16460 NE 99TH ST	REDMOND	98052	425 449-3846
WA	OAKLEY, DAVID M *TERM*	25109 27TH AVE NE	ARLINGTON	98223	360 305-7591

State	Distributor Name	Address	City	Zip Code	Area Code	Phone Number
WA	DEDRICK, JARED A *TERM*	7706 182ND AVE E	BONNEY LAKE	98391	360	241-8962
WA	SPRUILL, FREDRICK W & WEN	10405 NE 21ST STREET	VANCOUVER	98664	360	521-0425
WA	STRADER, KENNETH MARK JAM	310 S 5TH ST	MCCLEARY	98557	360	470-1035
WA	HELMER, SCOTT LAWRENCE *T	713 EGGERMAN RD	COUPEVILLE	98239	206	793-0728
WA	SOSA, NORBERTO MAXIMILIAN	277 EARLINGTON AVE SW	RENTON	98057	206	850-0603
	State Count: 7					
WI	KAER, STEVEN W *TERM*	N10160 DEER LANE	WAUSAUKEE	54177	217	841-9475
WI	MARTIN, MICHAEL K *TERM*	884 KENDALE CT	ONEIDA	54155	920	680-6044
WI	JOECKS, GREGG A II & AMBE	N6642 MAPLE RD	ELKHORN	53121	262	347-9174
WI	FLETTRE, JEFFREY E & MELI	E1944 1329TH AVE	BOYCEVILLE	54725	612	469-2134
WI	MCKILLIPS, MARK A *TERM*	1741 MCKINLEY AVE	BELOIT	53511	608	436-9399
WI	BELTER, STEVEN *TERM*	N1478 COUNTY RD X	BERLIN	54923	920	585-0198
WI	MCKNIGHT, DAVID 0 & KRIST	500 GREEN SPRUCE DRIVE *T	HOLMEN	54636	608	769-6325
WI	DIENER, ROBERT F & JUDITH	5026 WAGON WHEEL RD	MANITOWOC	54220	920	905-0962
	State Count: 8					
WV	BARRETT, RICHARD JR *TERM	52 GRIFFITH DR	SHEPHERDSTOWN	25443	304	596-4320
WV	PETERS, NATHAN R *TERM*	240 STONEY APPLE DR	ROMNEY	26757	304	822-0389
	State Count: 2					

Total Count: 281

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX D: DISTRIBUTORSHIP AGREEMENT AND EXHIBITS

MATCO TOOLS

DISTRIBUTORSHIP AGREEMENT

BETWEEN

MATCO TOOLS CORPORATION
4403 Allen Road
Stow, Ohio 44224
(330) 929-4949
Fax: (330) 929-5008

AND

_____

_____
DISTRIBUTOR

_____
Type of Entity / Individual

_____
State of Formation / State of Residence

_____
Street

_____
City State Zip Code

_____
Area Code Telephone

_____
Area Code FAX

DISTRIBUTOR NO:_____

DATE OF DISTRIBUTORSHIP AGREEMENT

_____, 20___

MATCO TOOLS

DISTRIBUTORSHIP AGREEMENT

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GLOSSARY

For purposes of this Agreement, the following words will have the following definitions:

(A) "Abandon" or "Abandonment" will mean that the Distributorship ceases operation for twenty-one (21) consecutive days, as determined by the lack of visits to businesses and Potential Customers on the List of Calls during such twenty-one day (21 day) period, or such other conduct of the Distributor and the Principal Owner, including acts of omission as well as commission, indicating the willingness, desire or intent of the Distributor and the Principal Owner to discontinue operating the Distributorship in accordance with the Business System and the standards and requirements set forth in the Manual and this Agreement.

(B) "Business Partner" will mean an Owner that the Distributor designates as a "Business Partner," who will assist the Principal Owner with aspects of operating the Distributorship.

(C) "Customer" will mean, at any time during the Term of this Agreement, or upon termination, a person or business that has purchased Products from the Distributor within the immediately preceding twelve (12) month period.

(D) "Mobile Store" will mean the truck used by the Distributor solely in connection with the operation of the Distributorship. The Mobile Store will at all times during the Term of this Agreement comply with all of Matco's standards and requirements as to make, model, color, size, engine size, storage capacity, shelving and interior merchandising signage, graphics, on-board technology and design.

(E) "New Distributor Starter Inventory" will mean the initial inventory of Matco Products required to be purchased by the Distributor.

(F) "Operator" will mean the individual engaged or employed by the Distributor for purposes of operating the Distributorship. The Operator must meet Matco's educational, managerial, and operational experience and standards. If the Operator is a former Matco mobile tools distributor, the Operator must have been in good standing throughout the term of the Operator's distributorship agreement. Any individual who received a notice of termination from Matco, or who possessed an ownership interest in a distributorship that received a notice of termination from Matco, is deemed to not meet Matco's standards to be an Operator.

(G) "Owners" will mean all Persons having any direct or indirect legal or beneficial interest in You (as indicated to this Agreement for corporate, limited liability company and partnership distributorships) and any legal or equitable rights relating to such interests.

(H) "Operations Guide" or "Operations Manual" or "Manual" will mean each published document or collection of documents, whether provided electronically or in hard copy, made available to the Distributor by Matco that contains the required policies and procedures for the operation of Your Distributorship Business and each publication to which they refer, as supplemented and revised by Matco from time to time including any letter, bulletin or other thing in writing delivered by Matco to You containing instructions, directives, requirements or standards pertaining to the Distributorship generally applicable to all distributors or designated groups of similarly situated distributors, all of which shall be deemed part of the Operations Guide, regardless of whether consistent with the format of the Operations Guide or expressly designated for inclusion in the Operations Guide. The Operations Guide

specifically includes, among other things, in each case as amended or updated from time to time. We may provide a copy of the Operations Guide or any part thereof in the form of Our choosing (whether printed, digital, a combination thereof, or otherwise) and may require You to exchange Your copy of the Operations Guide or part thereof upon Our request in the event that We update the form or substance of the Operations Guide. Our Service Standards are a part of our Operations Guide.

(I) "Potential Customer" will mean (i) a full time professional mechanic, or (ii) the individual or entity that is an owner of a business who, in connection with his/her/its businesses, purchases tools and other products of the type that are offered or sold by Matco or its distributors, or (iii) any other individual in the automotive after-market and related markets who in the normal course of business is required to use and furnish his/her own tools, or (iv) other businesses with maintenance technicians, in which the business entity, the owner, or the individual technicians, will purchase tools to perform the required jobs.

(J) "You" or "Your" will mean the Distributor, all Persons signing this Agreement on behalf of a corporate, partnership or limited liability company Distributor, and all Persons who guarantee the performance of the Distributor's obligations under this Agreement.

There are other words and phrases not included in the above list that are defined within this Distributorship Agreement. Those terms shall have the meaning given to them in this Distributorship Agreement.

MATCO TOOLS
DISTRIBUTORSHIP AGREEMENT

This Distributorship Agreement (this "Agreement") is entered into by and between Matco Tools Corporation ("Matco" also referred to as "We," "Us" and "Our"), a Delaware corporation, and _____ , a [resident of] [corporation/limited liability company/[other entity type] organized in] _____ and having offices at _____ _____ (the "Distributor" also referred to as "You" and "Your").

RECITALS

Matco is a manufacturer and distributor of quality tools, toolboxes, and service equipment, and seller of independent franchise distributorships under the Matco brand name, and has developed a distinctive business system relating to the establishment and operation of Matco mobile distributorships that sell tools, toolboxes, service equipment, and other goods and services, including, without limitation, apparel, model cars and other collectible items, and consumables (such as mechanic's hand soaps), and such other items that Matco may in its sole discretion offer (collectively, the "Products" or "Matco Products") to professional mechanics, technicians, other service professionals, and other businesses which operate from a single location and purchase tools for their own use (the "Business System").

The Business System is identified by means of certain trade names, service marks, trademarks, logos, and emblems, including, the trademarks and service marks "MATCO®" and MATCO® TOOLS (the "Marks"). A high standard of customer service is essential to the brand and the cornerstone of Matco's Business System, and that customer service standard typically involves a one-on-one sales and service relationship between a Principal Owner (defined below), operating from a Matco mobile distributorship, and a Potential Customer (defined below).

The Distributor desires to operate a Matco mobile distributorship (the "Distributorship") in accordance with the Business System and the other brand and system standards established by Matco, including standards for customer sales calls, inventory and sales, communications and computer software usage and other operating and customer service requirements. Accordingly, You have applied to Us for a franchise to operate a Matco Mobile Distribution. We have relied upon all of the acknowledgments and representations made by You in this Agreement, other agreements between You and Us or Our Affiliates and in Your franchise application, including those about Your financial resources and the manner in which You propose to own and operate Your Matco Mobile Distributorship.

Matco desires to appoint the Distributor as an authorized Matco mobile distributor to sell and service the Products in a certain geographic area and the Distributor desires to acquire and operate an independent Matco Mobile Distributorship.

You acknowledge that You have read and understand this Agreement and You have been given the opportunity to clarify any provision that You do not understand. You further acknowledge that We reserve the right to decline to franchise the operation of a Matco Mobile Distributorship to any Person at any time whether initially or upon any proposed transfer. The terms, conditions and promises contained in this Agreement are necessary to maintain Our high standards of service and to maintain the uniformity of those standards within the network of Matco Mobile Distributorships.

In consideration of the mutual promises contained in this Agreement, the Distributor and Matco agree and contract as follows:

ARTICLE 1
APPOINTMENT OF DISTRIBUTOR

1.1 **Grant of Distributorship; Initial Fee**.

1.1.1 Matco grants the Distributor the right, and the Distributor undertakes the obligation, on the terms and conditions set forth in this Agreement, to operate a Distributorship and to purchase, resell, and service the Products.

1.1.2 In consideration of Matco's grant to the Distributor to operate the Distributorship, Distributor must pay to Matco, on or before the execution of this Agreement, an Initial Fee in the amount of ten thousand dollars ($10,000). The Initial Fee must be paid in full, unless Matco agrees to finance all or a portion of the Initial Fee. The Initial Fee is fully-earned and non-refundable upon execution of this Agreement, whether paid in full or paid pursuant to a promissory note or financing. Despite the requirement of a fully-earned and non-refundable Initial Fee on or before the execution of this Agreement, if the Distributor indicates to Matco in its Distributorship application that it intends to utilize part or all of a Principal Owner's existing 401(k) or IRA funds ("Rollover Funds") to invest in Distributor or the Distributorship, and Matco approves, Matco will allow Distributor 45 days following execution of this Agreement for Distributor to gain access to the Rollover Funds, which time period may be extended as approved by Matco for payment of initial required purchases, leases and/or the Initial Fee (the "Rollover Payment Period"). Matco is not required to offer the Distributor the Rollover Payment Period or financing for the Initial Fee.

1.2 **Territory/List of Calls**. The Distributor will be assigned a protected territory defined by a "List of Calls" attached to this Agreement as Exhibit A which identifies business locations where professional mechanics, technicians and other service professions operate and purchase tools and related products for their own use ("Potential Customers"). The List of Calls also identifies the current number of Potential Customers at each business location on the List of Calls. Based on Matco's experience and its territory survey, the List of Calls in Exhibit A may also include a proposed route, but ultimately it is Your responsibility to determine how best to operate Your Distributorship. The Distributor acknowledges that: (A) as of the Effective Date there are a maximum of three hundred twenty-five (325) Potential Customers, the location of which will be identified on the List of Calls, (B) there can be no assurance that the Potential Customers on the List of Calls will actually become Customers of the Distributor, and (C) the number of Potential Customers identified on the List of Calls may increase or decrease after the Effective Date due to a variety of reasons, which may include economic changes, competition, sales and service from the Distributor, businesses that close or reduce staffing levels, and other reasons. Matco is under no obligation to supplement the List of Calls with additional stops or Potential Customers in the event the number of Potential Customers declines. It is important that you review your List of Calls to make sure you are satisfied with it before you sign your Distributorship Agreement. **You hereby acknowledge that Matco encouraged You to cause your Principal Owner (defined below) to complete a ride along the proposed route on your List of Calls and to identify the locations and Potential Customers before you signed this Agreement. It is and was your responsibility to perform this due diligence. If you requested, a Matco representative was made available to ride with your Principal Owner to assist with this process and answer any questions your Principal Owner might have had. Prior to or in conjunction with your signing this Agreement, you also must sign a List of Calls Verification that your Principal Owner has reviewed the List of Calls, by way of a ride along the proposed route or otherwise.** If Distributor wishes to modify its List of Calls, including by adding a location or Potential Customers it shall submit a written request to Matco identifying the proposed changes to the List of Calls with an explanation for how the proposed changes to the List of Calls will help Distributor advance your business and continue to meet Matco's Customer Service Standards.

Distributor agrees that unless Matco approves a change to a Distributor's List of Calls the terms of Sections 3.2 and 11.5 govern.

1.3 **Exclusive Rights**. The Distributorship is a business which operates principally from a vehicle, and which is authorized to resell the Products to Potential Customers at locations identified on the List of Calls. The List of Calls is intended to serve as your protected territory. Thus, except as permitted under Section 1.4, and for so long as the Distributor is in compliance with this Agreement, Matco will not operate, or grant a license or franchise to operate, a Matco mobile distributorship that will be authorized to sell Products to Potential Customers at any location identified on the Distributor's List of Calls.

1.4 **Rights Reserved by Matco**. The Distributor acknowledges and agrees that except for the rights expressly granted to the Distributor and provided herein, Matco retains all rights to sell, and license or authorize others to sell, Products to any customers, at any location, and through any channels or methods of distribution. Without limiting the foregoing, Matco retains the following rights, on any terms and conditions Matco deems advisable, and without granting Distributor any rights therein:

1.4.1 Matco (and any affiliates, licensees or franchisees of Matco, if specifically permitted by Matco in writing) will have the absolute right to sell the Products, directly or indirectly, or through non-mobile distributors, including commercial sales representatives, (A) to industrial customers, industrial accounts, and owners of vehicle repair businesses (including businesses, entities, governmental agencies, and others, but excluding the Potential Customers on the Distributor's List of Calls) who (i) have central purchasing functions, or (ii) may purchase and/or acquire special order products designed for multiple-party use, which are not included as part of Matco's regular or special purchase inventory list, or (iii) may purchase Products through a bidding process, such as railroads, airlines, manufacturers, governmental agencies and schools, (B) to industrial and multiple-line and multiple brand wholesale distributors who may resell such Products to any potential purchaser or customer, including the Customers; and (C) to vocational and training schools and programs, and to the students and employees of such schools and programs**.**

1.4.2 Matco (and any affiliates, licensees or franchisees of Matco, if specifically permitted by Matco in writing) will have the absolute and exclusive right to sell the Products through (A) mail order, telephone orders, and the use of catalogs distributed to potential customers (including Distributor's Potential Customers and Customers), (B) any current or future means of electronic commerce, including the Internet (which includes, but is not limited to, social media) and Matco's website, and downloading and other electronic delivery of software applications and other products and services, and (C) at special and/or temporary venues (including race tracks, and other motor sports events).

1.4.3 Matco, and any present or future affiliates of Matco, may manufacture and/or sell products that are the same as or similar to the Products, and Matco's present or future affiliates may sell such products directly, or indirectly through wholesalers, suppliers, distributors or others, to potential customers who are the same as or similar to the Distributor's Potential Customers and Customers. Matco and the Distributor acknowledge and agree that Matco has no control over the sales or distribution methods or operations of its affiliates, and that Matco has no liability or obligations to the Distributor due to any sales or distribution activities of Matco's affiliates.

1.4.4 Matco reserves, maintains, and controls all rights with respect to the presentation, promotion, and sale of Products, and the use of the brand, Marks, and System, in the metaverse.

1.5 **Understandings and Acknowledgments**. Matco and the Distributor acknowledge and agree that Matco shall have no liability or obligation to the Distributor if any Customer or Potential Customer of the Distributor purchases or receives Products or competitive products through any method or channel of distribution described in Section 1.4, or otherwise reserved to Matco. Further, the Distributor and Matco acknowledge and agree that notwithstanding Section 1.3, Matco has in the past granted (A) distributorships that do not have any territorial restrictions or limitations on the distributor, and (B) distributorships that have territories in which the distributor is not limited to selling Products to a specified number of customers or to specified customers. Matco shall use its reasonable efforts to deter such distributors, and other distributors, from selling Products to Potential Customers on the List of Calls, but Matco cannot and does not provide the Distributor with any guaranty or assurance that such distributors will not offer and sell Products to the Distributor's Potential Customers. Further, the Distributor acknowledges and agrees that, prior to the Effective Date, Distributor has neither executed more than two (2) agreements with Matco for a Matco mobile tools distributorship, nor has an ownership interest in any entity that has executed more than two (2) agreements with Matco for a Matco mobile tools distributorship.

1.6 **Principal Owner**. The "Principal Owner" shall be designated on Exhibit P. If Distributor is an individual, Distributor shall be considered the Principal Owner. If the Distributor is an entity, the Principal Owner shall be a person who owns not less than a majority of the outstanding equity interests in the Distributor (at least 51%), and who shall be responsible for the overall management and operation of the Distributorship either through an Operator, employees or otherwise. The Principal Owner shall be the individual responsible for all communications between the Distributor and Matco; shall be the person to whom, and from whom, all contractually required notices must be sent; and shall be the principal spokesperson for the Distributor in all communications with Matco and other Matco distributors. The Principal Owner shall be the person who has the right to contractually bind the Distributor. The Principal Owner shall successfully complete all training programs required by Matco. The Principal Owner and any other person whose assets are considered in any financing application shall sign the Guarantee, Indemnification, and Acknowledgment in the form set forth in Exhibit N as a "Guarantor." In operating the Distributorship, the Principal Owner shall ensure that the Operator and any employees of Distributor comply with all of Matco's standards and requirements as they may be modified from time to time in the Manual or otherwise in writing. Regardless of whether Distributor is initially an individual or an entity upon signing this Agreement, Distributor (if Distributor is initially an individual), or Principal Owner (if Distributor is initially an entity) will execute the Principal Owner acknowledgment on the signature page to this Agreement and to any of its exhibits or attachments.

1.7 **Other Owners**. Any individual who owns any ownership interest in the Distributor shall be designated on Exhibit P as an owner. You shall cause all of your Owners (and any other person whose assets are considered in any financing application, as described above) to personally bind themselves to the obligations set forth in this Agreement by signing the Guarantee, Indemnification, and Acknowledgment in the form set forth in Exhibit N as a "Guarantor."

ARTICLE 2
TERM OF AGREEMENT; DISTRIBUTOR'S OPTION TO REACQUIRE DISTRIBUTORSHIP

2.1 **Term**. Subject to termination as provided herein, the term of this Agreement will be for ten (10) years, commencing on the Effective Date (the "Term"). This Agreement will not be enforceable until it has been signed by both the Distributor and Matco.

2.2 **Distributor's Option to Reacquire Distributorship**. At the end of the Term of this Agreement, the Distributor will have the right, at its option, to reacquire the Matco Distributorship, and execute a successor Distributorship Agreement, to serve the existing customers identified in Exhibit A, for an additional ten (10) year period, provided the Distributor complies in all respects with the following conditions: (A) the Distributor has given Matco written notice at least one hundred eighty (180) days, but not more than one (1) year, prior to the end of the Term of this Agreement of its intention to reacquire the Matco Distributorship; (B) the Distributor has complied with all of the material terms and conditions of this Agreement, has materially complied with Matco's operating and quality standards and procedures, and has timely paid all monetary obligations owed to Matco throughout the Term of this Agreement; (C) the Distributor has been in strict compliance with this Agreement and the policies and procedures prescribed by Matco for (i) the six (6) month period prior to the Distributor's notice of its intent to reacquire a successor Matco Distributorship, and (ii) the six (6) month period prior to the expiration of the Term of this Agreement; (D) the Distributor has agreed, in writing, to make the reasonable capital expenditures necessary to update, modernize, and/or replace the Mobile Store and equipment used by the Distributor and the Principal Owner in the Distributorship to meet the then-current specifications and the general image portrayed by the Matco Business System; (E) the Distributor agrees to sign and comply with the then-current standard Distributorship Agreement then being offered to new distributors by Matco at the time the Distributor elects to exercise the Distributor's option to reacquire the Matco Distributorship; and (F) the Distributor and Matco have signed a joint and mutual general release of all claims each may have against the other. In addition, Matco will charge, and the Distributor must pay, on or before the execution of the new or successor Distributorship Agreement, a Successor Distributorship Fee equal to fifty percent (50%) of the then-current Initial Fee being charged by Matco.

2.2.1 **Operation After End of Term.** If You continue to operate Your Distributorship after the end of the term (and, as applicable, the end of any Renewal Periods) without having renewed the franchise in accordance with the terms hereof, including by having executed the then-current form of distributorship agreement, We may, at Our option: (1) upon thirty (30) days' written notice deem You to be operating Your Distributorship on a month-to-month basis under (a) the terms of the then-current form of distributorship agreement, including the then-applicable franchise fees, and any other fees being charged by Us, or (b) the terms of this Agreement; or (2) deem the Agreement expired, in which event You must fully comply with the post-termination obligations set forth below including, but not limited to, in Section 11.6. If We exercise options (1)(a) or (b), We, subject to applicable law, may terminate without cause the then-current form of distributorship agreement or this Agreement, as applicable, at any time upon at least thirty (30) days' notice of termination, without affording You any opportunity to cure, in which event You must fully comply with the post-termination obligations set forth below.

ARTICLE 3
DISTRIBUTOR'S DUTIES AND OBLIGATIONS

3.1 **Promotion of Distributorship**. The Distributor, through the actions of the Principal Owner, will, on a full-time basis, diligently promote, market, and work to increase Product sales, to increase the Customer base, and to provide quality service and warranty support to the Distributor's Customers. To promote the growth of the Distributor's business, the Distributor should actively seek to identify and sell Products to all Potential Customers at each business identified on the List of Calls. This Agreement does not create an obligation on Our part to advertise or promote the Marks or to advertise or promote Your Distributorship. We may do so, however, at Our sole discretion and thus from time to time during the Term, Matco may implement promotional programs to enhance the brand, which may include a Matco-funded store opening giveaway program or other store opening promotional

program. The Distributor must adhere to the guidelines that Matco establishes from time to time for such promotional programs, and devote its best efforts to such promotional programs, including disseminating to Potential Customers all apparel or other promotional items that Matco provides to the Distributor in connection with any giveaway promotional program.

3.2 **Restrictions on Sales**. It is critical that the Products sold by Matco Distributors meet the high quality and performance expectations associated with the Matco brand in the marketplace. The Distributor shall not sell, offer for sale or distribute Products and other merchandise not purchased from Matco (or other designated suppliers) or approved by Matco or its affiliates except for items that are traded-in by the Distributor's Customers. To the extent Distributor wishes to sell, offer for sale or distribute other products which Distributor contends are ancillary to its distributorship business, which are not competitive with any of the Matco Products, and do not diminish in any way Matco's reputation or good will (for example, hazardous materials or pornographic materials) it may request Matco's approval, by submitting to Matco, in writing, a description of such products with an explanation for why such products are ancillary to its distributorship business and are not competitive with existing Matco Products. Distributor agrees not to sell, offer for sale or distribute any such products without Matco's prior written consent and shall discontinue the offer, sale, or distribution of any unapproved products immediately upon notice from Matco. Because a Distributor's List of Calls represents a protected territory for that Distributor, the Distributor must not operate the Distributorship or sell any Products at any location not identified on its List of Calls; or sell any Products to any entity, person, or business that is not located at an address identified on its List of Calls; or sell any Products to any person who does not work at a business that is located at an address identified on the List of Calls, even if such Potential Customer or location is adjacent to, or near, a location on the Distributor's List of Calls, nor may the Distributor sell Products to any Customer of the Distributor who moves to a location or business not identified on the List of Calls. If the Distributor makes a sale to a person, entity or business that is located at an address that is not identified on the Distributor's List of Calls, or if the Distributor makes a sale to an individual who does not work at a business that is located at an address identified on the Distributor's List of Calls, and such customer is located in another distributor's "List of Calls," such sale shall constitute a material event of default. All sales of Products shall be from the Mobile Store and not from any other location or through any other sales or distribution channels. Without limiting the foregoing, the Distributor shall not sell the Products through (A) mail orders, telephone orders, and the use of catalogs distributed to potential customers (including Distributor's Potential Customers and Customers), (B) any current or future means of electronic commerce, including the Internet (such as websites like Amazon or social media like Instagram) and Matco's website, and downloading and other electronic delivery of software applications and other products and services, and (C) at special and/or temporary venues (including race tracks, and other motor sports events). Further, all sales of Products shall be to end-users, and not for the purpose of resale or to any person or entity who will or may, or who Distributor suspects will or may, resell such Product, through any channel of distribution. In the event Distributor or your Principal Owner knows of, learns of, or suspects, that any person or entity is reselling or may resell any Products, the Distributor shall cease all future sales to such person and report such sales or suspicion to Matco.

3.3 **Inventory, Sales, and Purchase Requirements**.

3.3.1 In order to meet the customer service expectations associated with the Matco brand, it is important you have Product inventory available when you engage with your Potential Customers. The Distributor will at all times maintain an inventory of Products sufficient to meet its obligations to promote and sell a full line of Matco Products and to meet the expectations and needs of its existing and potential customers, especially in terms of product availability and timeliness of delivery. After the New Distributor Starter Inventory, the

Distributor is solely responsible for determining the inventory of Products best suited to meet the needs and expectations of its customers and to meet its sales and promotional obligations hereunder.

3.3.2 The Distributor must use its best efforts and actively market, promote, and sell Products to Potential Customers on the List of Calls. To be deemed to be meeting its marketing, promotion and sales obligations, the Distributor should be selling, on average on a weekly basis, Matco Products in an amount which meets or exceeds either (a) eighty percent (80%) of the "National Distributor Sales Average" (or "NDSA"), or (b) eighty percent (80%) of the "District Distributor Sales Average" (or "DDSA") for the Distributor's district, whichever is lower. As part of this performance assessment, Matco will calculate the sales averages based on the Distributor's twelve (12) month rolling average, or, if the Distributor has been operating the Distributorship for less than twelve (12) months, based on the Distributor's year-to date average. The sales averages shall be based on the sales of all Matco Products, as reported by the Distributor through the Matco Distributorship Business System, or the then-current required reporting system.

3.3.3 The Distributor must maintain a minimum of a sixty percent (60%) ratio of a calculation of the Distributor's year-to-date purchases divided by the Distributor's year-to-date sales.

3.3.4 New Distributors are automatically enrolled in Matco's New Product Pipeline ("NPP") program. Under the NPP program, whenever Matco develops or acquires a new Product, Matco will ship one sample of the new Product to the Distributor promptly upon its introduction, and Matco will charge the Distributor's Open Purchase Account for the cost of the Product. In the event the Distributor does not want the Product, or cannot sell the Product, the Distributor may return the Product to Matco within sixty (60) days of receipt, and will receive a credit of the full cost of the Product to its Open Purchase Account. The returned Product must be in new condition and in its original packaging in order to qualify for full credit under the NPP program. Participation by the Distributor in the NPP program is voluntary. Matco reserves the right to alter or eliminate the NPP program at any time. Such modifications may include variable pricing based on the purchase price of the Products.

3.4 **Standards**. You covenant and agree that You shall operate the Distributorship in conformity and compliance with the image, integrity, quality, cleanliness and product and standards as described in the Manual from time to time. You acknowledge and agree that adherence to the standards in the Manual provide the basis for the goodwill associated with the Marks and the network of Matco Distributorships. Your failure to comply with the standards referenced in this section will constitute a breach of this Agreement, for which We shall have the right to terminate. Further, to ensure high quality service, the Distributor, through its Principal Owner and any Operator (defined below), agrees to make sales calls to each of the stops, shops or locations on the Distributor's List of Calls in accordance with Matco's "Customer Service Standards" or "Service Standards," which contemplate regular weekly sales calls. Matco may amend its Service Standards from time to time in writing. Failure to comply with the Service Standards, shall be a material default under this Agreement, and grounds for termination under Section 11.3. Distributor acknowledges and agrees that Matco's Services Standards are necessary to preserve, protect and enhance Matco's trademarks and service marks. The entire contents of the Service Standards, plus Our mandatory specifications, procedures and rules prescribed from time to time shall constitute provisions of this Agreement just as if they were written on these pages. **You acknowledge that prior to executing this Agreement; You have reviewed and understand the requirements imposed by the Service Standards and the specifications, procedures and rules contained therein.**

3.5 **Time Payment Reserve Account or Time Payment Line of Credit**. Matco acknowledges having received from the Distributor a deposit for the Distributor's Time Payment Reserve Account in the amount designated by Matco, which will be administered in accordance with Matco's applicable Time Payment Reserve Account policies then in effect. Notwithstanding the forgoing, if Distributor qualifies for and obtains financing from Matco, Distributor will establish a line of credit in lieu of the Time Payment Reserve Account, which will be administered in accordance with Matco's standards and specifications.

3.6 **Mobile Store; Matco Branded Attire**. In order to enhance the MATCO TOOLS brand associated with the Marks, the Distributor must purchase or lease a Mobile Store, of the type and from a dealer or supplier approved by Matco, prior to beginning operations of the Distributorship. The Distributor will use the name MATCO TOOLS®, the approved logo and all colors and graphics commonly associated with the Matco Business System on the Mobile Store in accordance with Matco's specifications. The Distributor will keep the interior and exterior of the Mobile Store in a clean condition and will keep the Mobile Store in good mechanical condition. The Mobile Store must be used solely for the operation of the Distributorship. If the Distributor desires to change its Mobile Store or operate a different Mobile Store during the Term of this Agreement, the Distributor must obtain the prior written authorization of Matco's President or Matco's officer in charge of system standards compliance, before doing so. The Principal Owner, and any Operator or employee, must wear Matco® branded attire while operating the Distributorship.

3.7 **Computer; Software; Data**. The Distributor must purchase or lease a new computer system that complies with the specifications established by Matco (and that Matco may update periodically), must sign the Matco Distributor Business System Software License, Maintenance and Support Agreement (the "Software License Agreement") (Exhibit O) as may be modified from time to time, and must pay the required software license fees and annual maintenance support fee set forth in the Software License Agreement. The Distributor must comply with Matco's standards and specifications for computer hardware, software, and communications, and to comply with any updated standards or specifications, the Distributor shall update its computer hardware, software, and communications. The Distributor agrees to use all of the features of the Matco software in operating the Distributorship, including, without limitation, the order entry, inventory, accounts receivable and reporting features. The Distributor, through the Principal Owner, will communicate with Matco, and will transmit to, and receive documents from, Matco, electronically, in the manner specified by Matco in the Manual or as directed by Matco through the Matco Distributor Business System (also referred to as "MDBS"). Except for the Matco Distributor Business System software, the Distributor will have sole and complete responsibility for: (a) the acquisition, operation, maintenance and upgrading of the computer system in order to maintain compliance with Matco's then-current standards; (b) obtaining and maintaining access to the Internet through a subscription with an Internet service provider or a then-current technologically capable equivalent in accordance with Matco's standards (which is currently high-speed Internet access through cable, DSL, or high-speed cellular); (c) the manner in which the Distributor's system interfaces with Matco's computer system and those of other third parties; and (d) any and all consequences that may arise if the Distributor's system is not properly operated, maintained, and upgraded. All data provided by the Distributor, uploaded to Matco's system from the Distributor's system, and/or downloaded from the Distributor's system to the Matco system is and will be owned exclusively by Matco, and Matco will have the right to use such data in any manner that Matco deems appropriate without compensation to the Distributor. In addition, all other data created or collected by Distributor in connection with the Matco Distributor Business System, or in connection with the Distributor's operation of the business, including all data that the Distributor collects from customers and potential customers in connection with the Distributorship ("Customer Data") is and will be owned exclusively by Matco during the term of, and following termination or expiration of, the Agreement. Copies and/or originals of data, including

Customer Data, must be provided to Matco upon Matco's request. The Distributor has the right to use Customer Data while this Agreement or a successor or renewal Distributorship Agreement is in effect, but only in connection with operating the Distributorship and only in accordance with the policies that Matco establishes from time to time. It is the Distributor's sole responsibility to protect Customer Data from cyber-attacks or unauthorized intruders, and the Distributor waives any claim it may have against Matco as the direct or indirect result of such attacks and intrusions. The Distributor is solely responsible for complying with all federal, state, and local laws and regulations concerning the storage, handling, use and protection of Customer Data. In addition, the Distributor must comply with any privacy policies or data protection and breach response policies Matco periodically may establish. The Distributor must notify Matco immediately of any suspected data breach or cyber-attack at or in connection with the Distributorship. The Distributor may not sell, transfer, or use Customer Data for any purpose other than operating the Distributorship and marketing "Matco brand" products and services. However, if the Distributor transfers the Distributorship (as provided in Article 10 below), as part of the transfer, the Distributor must also transfer use of the Customer Data to the buyer as part of the total purchase price paid for the Distributorship business.

3.8 **Training**. In order to provide a uniform customer experience and enhance the Marks associated with the MATCO TOOLS brand, the Distributor's Principal Owner must attend and successfully complete all training programs required by Matco, including the following:

3.8.1 The Principal Owner must successfully complete the "Matco Business System Training (MBST) Program," as defined in Section 4.1, before operating the Distributorship.

3.8.2 The Principal Owner must successfully complete the "Matco Business System Continuation Training (MBSCT) Program," as defined in Section 4.1, between the second (2nd) and fifth (5th) month after the Distributorship has commenced operations.

3.8.3 Unless You obtain written permission from Us to postpone training, Your failure to complete the MBST or MBSCT training to Our satisfaction is a breach of this Agreement and shall constitute a default for which We can terminate this Agreement.

3.8.4 Matco may provide additional training and certification for its distributors from time to time and the Principal Owner shall attend this training and complete the certification procedures designated by Matco. At its option, Matco may require Distributor to pay all or some portion of the cost of providing any such future additional training and/or certification procedures.

3.8.5 The Principal Owner shall be responsible for ensuring that the Operator and all employees of the Distributor understand and follow the Matco Business System. You shall implement a training program for all employees of Your Franchised Business for the operation of the Distributorship in compliance with Our then-current standards and procedures. Matco may offer training for a Distributor's Operator or other employees at the Distributor's choice and expense.

3.9 **Compliance with Laws**. We are a franchisor that does not own, control or operate Your Distributorship. It is Your sole responsibility at Your sole expense to ensure that Your Distributorship and its businesses, operations, practices and procedures, are in full compliance with any and all federal, state and local laws. Thus, the Distributor must comply with and shall cause its Principal Owner and any Operator and any other employee of the Distributorship to comply with all federal, state and local laws, ordinances, rules, orders and regulations of the United States and all foreign countries, applicable to the operation of the Distributorship, including all employment, traffic and safety laws and regulations. Without limiting the foregoing, the Distributor must abide by all

applicable laws, rules, regulations and policies pertaining to the privacy of consumer, employee, commercial and transactional information, including, without limitation, the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act ("FCRA"), the Fair and Accurate Credit Transactions Act ("FACTA"), and the National Automated Clearinghouse Association ("NACHA") rules (collectively, **"Privacy Laws"**). If there is a conflict between Matco's standards and policies pertaining to Privacy Laws and actual applicable law, the Distributor must: (i) comply with the requirements of applicable law; (ii) immediately give Matco written notice of said conflict; and (iii) promptly and fully cooperate with Matco and its counsel in determining the most effective way, if possible, to meet its standards and policies pertaining to Privacy Laws within the bounds of applicable law. You acknowledge that You are responsible for and shall pay to the appropriate authority any and all federal or state payroll tax, FICA, unemployment tax, state unemployment compensation contribution, disability benefit payments, insurance costs, and any other assessments or charges which relate directly or indirectly to the employment by You of employees to operate Your Distributorship.

3.10 **Compliance with Manual**. The Distributor will operate the Distributorship in conformity with the operating procedures and policies established in the Manual or otherwise in writing. Matco will loan the Distributor a copy of the Manual when the Distributor's Principal Owner begins the Matco Business System Training (MBST) Program. Matco reserves the right to provide the Manual electronically or in an electronic or computer-readable format, for example, via the Matco Distributor Business System or another method, or on a CD. The Manual is Our property and shall be immediately returned to Us whenever this Agreement expires or is terminated for any reason. We have the right to add to or modify the Manual from time to time to change operating procedures, maintain the goodwill associated with the Marks and to meet competition. You shall comply with the terms of all additions and modifications to the Manual. You shall keep the Manual in current and up-to-date condition. If there is a dispute about the contents of the Manual, the terms of the master copy at Our offices shall control.

3.11 **Payment Obligations**. The Distributor will timely pay all amounts owed to Matco for Product purchases and under any credit agreement, promissory note, or other agreement relating to the Distributorship. All payments shall be made in accordance with Matco's instructions and Operations Manual, including payments by telephone and electronic funds transfer, as described in Section 6.4 below.

3.12 **Management of Distributorship**. The Principal Owner will be the person solely responsible for managing all aspects of the Matco Distributorship, including sales, pricing of products, collection of accounts receivable, purchases, inventory ordering and management, and the hiring and supervision of an Operator and any other employees. The Principal Owner and any additional Operator must be qualified to operate the Distributorship or drive the Mobile Store and offer and sell Products in accordance with Matco's standards and the Business System standards, and must have satisfactorily completed all training programs that Matco requires. Notwithstanding Matco's Business System standards, some of which address safety, security, and related matters, employment matters are solely within the Distributor's control, and the Distributor accepts and retains all responsibility for employment matters in the operation of the Distributorship, including the hiring, firing, supervision, discipline, compensation, benefits and scheduling of any employees, including any approved Operator. Matco does not control, has no right to control, and has no responsibility for any hiring or employment terms and conditions of Distributor's employees.

3.13 **Matco's Inspection Rights**. In order to assure compliance with MATCO'S Business System standards, the Distributor will: (A) permit Matco and its agents to inspect the Distributor's Mobile Store and observe the Distributor's business operations at any time during normal business hours,

(B) cooperate with Matco during any inspections by rendering such assistance as Matco may reasonably request, and (C) immediately, upon written notice from Matco, take the steps necessary to correct any deficiencies in the Distributor's business operations with respect to Matco's Customer Service Standards or the Matco Business System.

3.14 **Use of the Internet**. The Distributor specifically acknowledges and agrees that any Website (as defined below) will be deemed "advertising" under this Agreement, and will be subject to (among other things) Matco's approval under Section 7.4 below. (As used in this Agreement, the term "**Website**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including but not limited to the Internet, World Wide Web, social media and social networking sites (including but not limited to Facebook, Twitter, LinkedIn, Instagram etc.), blogs, vlogs, and other applications, etc. that the Distributor operates or authorizes others to operate and that refer to the Distributorship, the Marks, Matco, and/or the Business System.) In connection with any Website, the Distributor agrees to the following:

3.14.1 Before establishing the Website, the Distributor will submit to Matco a sample of the Website format and information in the form and manner Matco may reasonably require.

3.14.2 The Distributor may not establish or use the Website without Matco's prior written approval.

3.14.3 In addition to any other applicable requirements, the Distributor must comply with Matco's standards and specifications for Websites as prescribed by Matco from time to time in the Manual or otherwise in writing. If required by Matco, the Distributor will establish its Website as part of Matco's Website and/or establish electronic links to Matco's Website. As of the Effective Date, Matco has established a Website supporting the entire system, and has provided Distributor a web page (or subpage) on Matco's Website. Distributor shall execute Matco's "Matco Tools Web Page Agreement" (attached as Exhibit Q hereto), which permits Distributor to have its own subpage on Matco's Website. Distributor shall pay all appropriate fees under the Matco Tools Web Page Agreement, and shall comply with Matco's web policies as they may be modified from time to time.

3.14.4 If the Distributor proposes any material revision to the Website or any of the information contained in the Website, the Distributor must submit each such revision to Matco for Matco's prior written approval as provided above.

3.14.5 In addition, Matco may from time to time establish specific policies regarding social media accounts or activity related to or connected with the Distributorship and which use or refer to, directly or indirectly, Matco or the Marks, that Matco determines appropriate for the System. The policies may include completion of training regarding social media. Matco may modify these policies as Matco determines is appropriate, including as available technologies and advertising methods change. You shall comply with the standards and procedures developed by Us for the network of Distributorships, in the manner directed by Us in the Manual or otherwise, with regard to Your authorization to use, and use of, blogs, common social networks (such as Facebook), professional networks (such as Linked-In), live blogging tools (such as Twitter), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools (together, "Social Media") that in any way references the Marks or involves the network of Distributorships or Your Distributorship. Without limiting the foregoing, in order to protect and control the Matco brand and the Marks, You hereby agree that Matco shall at all times have administrator rights over all Social Media accounts used by You in connection with the Distributorship and which use or refer to, directly or indirectly, Matco or the Marks, and for any such Social Media accounts

Matco may, at its option and upon request and without notice or limitation, assume administration and control of such accounts.

3.15 **Drug and Alcohol Use**. The Distributor agrees that conducting Distributorship operations, including the operation of the Mobile Store, while impaired or under the influence of drugs or alcohol is a violation of law, potentially hazardous to the Distributor, its employees, and to the public, and impairs the Matco brand name, Marks and the goodwill associated with the Marks. Thus, the Distributor shall insure that the Distributorship is operated in compliance with all applicable laws including that the Mobile Store is not operated by anyone under the influence of alcohol or drugs. In addition to the indemnification provided in Section 5.4, the Distributor shall indemnify and hold Matco harmless from any claims, damages, judgments and losses, including attorney's fees, arising out of, from, in connection with any violation of this Section 3.15. The indemnification in this Section 3.15 will survive the expiration or termination of this Agreement, and applies to all claims even if they exceed the limits of the Distributor's insurance coverage.

3.16 **Computer Transactions**. The Distributor must use its best efforts to timely and accurately enter and maintain, in its entirety, all business pertinent data on the MDBS business system relative to the operation of the Distributorship, including but not limited to customer data, product data, sales, returns, warranty, credit card transactions, and payments. Transactions must be completed in strict compliance with Matco's and industry standards, specifications and procedures, and any unauthorized adjustments, or non-compliant use or recordation of transactions (or failure to accurately record transactions or protect customer information), are prohibited.

3.17 **Document Processing**. In consideration of Matco's time and expense to prepare franchise and financial documents in connection with Distributor's execution of this Agreement and related documents, and if necessary, for Matco to file such documents with appropriate government agencies, Distributor must pay Matco a document processing fee of ninety-nine dollars ($99), on or before signing the Agreement.

3.18 **Late Fee**. The Distributor must pay for all Product purchases, and all charges, fees and other amounts in a timely manner, as required by this Agreement and any related or ancillary documents or agreements. Product purchases and other fees and charges will be charged to the Distributor's Open Purchase Account ("**OPA**"). If the Distributor fails to make a payment within twenty-one (21) days of the date of an invoice from Matco, Distributor's OPA will be deemed delinquent. Matco may assess a late fee of five percent (5%) of the overdue balance per week, with a maximum late fee, per week, of one hundred twenty-five dollars ($125).

3.19 **Credit Cards and Other Methods of Payment**. At all times, the Distributor must maintain credit-card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, and electronic-funds-transfer systems that Matco designates as mandatory, and the Distributor must not use any such services or providers that Matco has not approved in writing or for which Matco has revoked its approval. Matco has the right to modify its requirements and designate additional approved or required methods of payment (including types of currency that may be accepted), and vendors for processing such payments, and to revoke its approval of any service provider. The Distributor must comply with all credit-card policies, including minimum purchase requirements for a customer's use of a credit card as prescribed in the Manual. The Distributor must comply with the Payment Card Industry Data Security Standards ("PCI DSS") as they may be revised and modified by the Payment Card Industry Security Standards Council (see www.pcisecuritystandards.org), or such successor or replacement organization, and/or in accordance with other standards as Matco may specify, and FACTA. The Distributor must also upgrade

periodically its MDBS System and related software, at the Distributor's expense, to maintain compliance with PCI DSS, FACTA, and all related laws, regulations, rules and procedures.

3.20 **Initial Expenditures.** Distributor must have funds committed for the initial costs and expenses associated with commencing operations of the Distributorship, and operating during an initial start-up period, including, but not limited to, the expenditures associated with initial fixtures, supplies, and licenses, prior to and as a pre-condition to commencing operation of the Distributorship. For Matco financed Distributors, Matco reserves the right to require that Distributor pay to Matco an amount, determined by Matco, that shall be designated as a reserve and set aside for payment of a portion of these initial costs and expenses (the "Initial Investment Reserve"). The amount of the Distributor's Initial Investment Reserve, if any, is set forth in Exhibit B. The amount of the initial costs and expenses that the Distributor incurs in connection with commencing operations of the Distributorship, and operating during an initial start-up period, may exceed the Initial Investment Reserve, and the Initial Investment Reserve is intended only to offset the Distributor's initial expenditures. Matco shall maintain the Initial Investment Reserve in an account until it is disbursed to the Distributor to make payments to third parties. The Initial Investment Reserve will not be held in a trust or escrow account and Matco has no fiduciary obligation to distributors respecting the Initial Investment Reserve. Matco may comingle the Distributor's Initial Investment Reserve with other monies, including similar funds and monies held for other distributors. Matco has no obligation to keep the Initial Investment Reserve separate from any revenues or other amounts it receives. Matco will disburse the Initial Investment Reserve to the Distributor at a time determined by Matco so that the Distributor may make payments to third parties, which will typically be approximately two (2) months after the Effective Date. Matco may appoint a designee to collect, maintain, and/or disburse the Initial Investment Reserve, and/or exercise any of Matco's rights or undertake any of its obligations described in this Section 3.20.

3.21 **Distributorship Entity.** If Distributor signed this Agreement as an individual, Distributor must transfer this Agreement to a corporation, limited liability company, or other business entity, in which Distributor and the person designated as the Principal Owner owns at least fifty-one percent (51%) of the outstanding voting equity in the new entity, pursuant to Section 10.7 of this Agreement before it begins operating the Distributorship and within forty-five (45) days of signing this Agreement. Distributor must remain a corporation, limited liability company or other business entity, as applicable, in good standing under local law for the entire term of this Agreement. Prior to beginning operations, Distributor must: (i) deliver to Matco proof of a valid and active business checking account in its business entity name with a reputable banking institution; and (ii) obtain a valid federal employer identification number for the business entity. Distributor must provide corporate documents and other proof of compliance with the above requirements immediately upon request.

ARTICLE 4
MATCO'S DUTIES

4.1 **Matco Business System Training (MBST) Program and Matco Business System Continuation Training (MBSCT) Program**. Matco may provide classroom training to the Principal Owner in Stow, Ohio, or at such other location as may be designated by Matco. Matco will offer any Operator or other employees that may be employed by the Distributor the opportunity to attend Matco's training programs, and it may require the Distributor to pay a fee for such training. Matco does not currently require the Distributor to pay any fee for the Operator to attend Matco's training programs, except as described in Section 4.2. The training will include instruction (and, in some instances, may include training by video recording, computer-based training modules, or interactive video) on the Matco Business System, Matco's Customer Service Standards, and basic business procedures including purchasing, selling and marketing techniques, customer relations, basic computer

operations, and other business and marketing topics selected by Matco. The hours devoted to each subject may vary based on how quickly trainees grasp the material, their prior experience with the subject, and scheduling. Matco's initial training program, the "Matco Business System Training (MBST) Program," includes classroom training in Stow, Ohio, or another designated location, together with on-the-truck training. After completion of the MBST Program (Phase 1) classroom training, hands-on training on the Distributor's Mobile Store will be provided by Matco. The Principal Owner must successfully complete the MBST Program (Phase 1) classroom training prior to commencing business operations. The MBST (Phase 1) Program classroom training will be scheduled by Matco at a time and location that Matco designates, at its option, and will be for a minimum of fifty (50) hours. Matco will also provide Phase 2, the "Matco Business System Continuation Training (MBSCT) Program," that the Principal Owner may be required to attend and successfully complete. The MBSCT Phase 2 Program virtual training will be scheduled by Matco at a time and location that Matco designates, at its option, and will be for a minimum of fifteen (15) hours.

4.1.1 Matco may require the Distributor to pay travel and lodging costs for Distributor's Principal Owner, any Operator and other employee for attendance at all classroom training programs. The Distributor is currently responsible for all expenses incurred during all classroom training programs, except for the following: (a) scheduled travel to and from Matco's headquarters and the Distributor's airport of choice, and daily travel to and from Matco's headquarters and the Distributor's hotel, during the MBST Program (only Phase 1); and (b) four (4) nights of lodging for one person for the MBSCT Program (only Phase 2) (if such travel and lodging complies with the policies and procedures established by Matco from time to time). Currently, Matco has negotiated group lodging and meal accommodations and rates for distributors while attending the MBST Program classroom training program. Lodging for the MBST Program and MBSCT Program (both Phase 1 and Phase 2) is currently located near Matco's headquarters, Cleveland Hopkins International Airport, and/or Akron-Canton Regional Airport, but Matco may designate alternative accommodations from time to time, at its option. Lodging costs for the MBST Program (Phase 1) will be billed directly to the Distributor's Open Purchase Account. Lunch costs for the MBST Program and MBSCT Program (both Phase 1 and Phase 2) will also be billed directly to the Distributor's Open Purchase Account.

4.1.2 If the Principal Owner elects to bring her or his Business Partner to the MBST Program (Phase 1), Matco will charge a flat fee in the amount of two hundred ninety-five dollars ($295) for food, lodging, and local transportation. Matco will not charge a fee for the Principal Owner's Business Partner to attend the MBSCT Program (Phase 2); however, to attend Phase 2, the Business Partner must have attended and successfully completed Phase 1 as a participant. The Distributor will pay all other expenses incurred by the Principal Owner, any Operator, and, if applicable, the Principal Owner's Business Partner, in connection with the attendance and/or participation of the Principal Owner and the Operator in the MBST Program and MBSCT Program, including the Principal Owner's or Operator's salary and fringe benefits (if any), in accordance with applicable law.

4.1.3 In the event the Distributor employs an Operator or other additional or subsequent employees, Matco may provide the MBST and/or MBSCT Program training to such additional or subsequent employees at such times and places as may be scheduled by Matco. The Distributor may be required to pay Matco the then-current per diem training fee for each such trainee to attend the MBST and/or MBSCT Program, and the Distributor shall be responsible for all of the employee's travel and lodging costs.

4.2 **Field Training**. Following the Principal Owner's successful completion of the classroom portion of the MBST Program, a field instructor, and/or a regional or district manager designated by Matco (the "**Designated Trainer**") will provide field training to the Distributor. Such training includes one hundred sixty (160) hours over a six (6) week period. This training may include approximately one (1) week of training prior to or after the Principal Owner's classroom training, approximately one (1) week of training during the period that the Distributor commences sales activity, in conjunction with the Distributor's initial sales calls to Potential Customers and locations identified on the List of Calls, and a final phase of training during a period following the Distributor's first week of operations. The Designated Trainer may accompany the Distributor on sales calls to provide training relating to selling and marketing techniques, customer relations, computer operations, Product knowledge, inventory and related topics. If the Distributor hires an additional or subsequent Operator to replace his/her Operator who has left the Distributorship, or if the Distributorship has a new Principal Owner who has been authorized by Matco, and there is not an additional Mobile Store to operate, Matco may provide the MBST Program, including the field training, and the MBSCT Program to the new, replacement Principal Owner or Operator. If the Principal Owner, Operator, or employee is the Distributor's second or subsequent Principal Owner, Operator, or employee (who is an additional employee and not a replacement) who is receiving field training from Matco, Matco reserves the right to charge the Distributor Matco's then-current daily or weekly training fee for the MBST Program. As of April 6, 2026, the weekly fee is one thousand five hundred dollars ($1,500), but Matco may change this amount at any time; however, the amount will not increase more than 30% per year for each year of the Term.

4.3 **Periodic Meetings**. Matco may schedule periodic meetings with Matco personnel and other distributors for additional training, Product updates and business seminars. Attendance at such meetings is voluntary.

4.4 **Hiring of New Operator**. The Distributor is solely responsible for all employment decisions and functions related to the Distributorship business, including hiring, firing, compensation, benefits, work hours, scheduling, work rules, record keeping, supervision and discipline of employees. Distributor may choose, at its option, to hire an Operator. The decision to hire an individual as an Operator is the Distributor's decision alone. However, if the Distributor participates in Matco's financing services or programs, the Distributor must notify Matco in the event the Distributor desires to hire an Operator to operate the Mobile Store, and must obtain Matco's consent for such an Operator. In addition, in order to preserve, protect and enhance the MATCO TOOLS brand and Marks, and to assure a uniform customer experience and operations that comply with the Business System standards, Matco recommends that any Operator either satisfactorily complete Matco's training program or that the Distributor delivers a similar training experience to the Operator. Distributor shall certify to Matco, upon Matco's request, that any Operator or other employee has been trained in, and is knowledgeable regarding, all of Matco's standards and operating requirements. Matco does not currently charge a training fee for training the new Operator (except as discussed in Section 4.2 above), but the Distributor will pay all travel, room and board, living and other expenses in connection with the new Operator's attendance and/or participation in the MBST Program. Additionally, the Distributor must pay the Operator's salary and fringe benefits, if any, in accordance with applicable law. The Distributor must execute a separate Matco Tools Distributorship Agreement that will govern the operation of each additional Mobile Store, List of Calls, and distributorship that is operated by each Operator. In addition to the indemnification provided in Section 5.4, the Distributor will indemnify and hold Matco harmless from any claims, damages, judgments and losses, including attorney's fees, arising out of, from, in connection with the Distributor's decision to hire an Operator or other employee, and any Operator or other individual's operation of the Mobile Store, the Distributorship, or the business conducted under this Agreement, including, but not limited to, claims brought by the Distributor, the Principal Owner, the

Operator, or any other employee of the Distributorship. The indemnification in this Section 4.4 will survive the expiration or termination of this Agreement, and applies to all claims even if they exceed the limits of the Distributor's insurance coverage.

ARTICLE 5
THE PARTIES' RELATIONSHIP

5.1 **Independent Business.** You acknowledge that by executing this Agreement You are agreeing to establish and operate an independent Matco Mobile Tool Distributorship, the success of which depends on, among other things, Your individual ability to operate Your business, attract and retain qualified staff, and otherwise operate all phases of an independent business over which You will have substantial control. As an independent business owner, You agree that: (i) the relationship created by this Agreement is not a relationship between principal and agent, or that it is a fiduciary relationship; (ii) You are not Our employee and will not earn any wages, nor be eligible for or receive any of the other benefits normally provided to employees, but rather Your income will solely be the profits You earn from the operation of Your Distributorship; (iii) We are not the employer or co-employer of any employee that You hire; (iv) all management, personnel, and training requirements are at Your discretion and are Your responsibility; (v) You are responsible for ensuring that Your Matco Mobile Tool Distributorship operates in accordance with the law of the state, county, city, and town in which You operate; (vi) You alone are permitted to contract with Your customers and that You are required to sign all contracts and agreements, including purchase agreements, using Your independent business name; (vii) You are free to set the prices you charge Your customers, so long as those charges comply with any and all policies We prescribe in the Manual relating to maximum or minimum charges; (viii) Your independent business judgment will be used to grow and develop Your customer base within the defined List of Calls; and (ix) We shall not be liable for damages to any person or property arising directly, or indirectly, out of the operation of Your Matco Mobile Tool Distributorship nor liable for any taxes, assessments, fines or penalties levied upon You or Your Matco Mobile Tool Distributorship or arising out of Your Matco Mobile Tool Distributorship. You agree that should You assert a claim or seek a determination that this Agreement, or any of its exhibits or attachments, creates anything but an independent business relationship, including an employment relationship, Matco may seek a determination that this Agreement is null and void. You also agree that if a court, administrative body, arbitrator, board, or other tribunal enters a judgment that this Agreement, or any of its exhibits or attachments, creates anything but an independent business relationship, including an employment relationship, then Matco shall have the right and option to terminate this Agreement.

5.2 **Financial Records and Reports**. The Distributor will keep complete and accurate books, records, and accounts of all financial and business transactions and activities relating to the Distributorship, and, in order to assure compliance with this Agreement, will permit Matco and its representatives to audit the books, records and accounts during regular business hours during the Term of this Agreement and for one (1) year after termination or expiration of this Agreement. The Distributor's books, records and accounts will be in the form designated by Matco, and the Distributor will use the chart of accounts designated by Matco for all financial statements. The Distributor will submit to Matco, on a weekly basis, such business reports as Matco may designate in writing. Matco may request that the Distributor provide to Matco, within ninety (90) days of the Distributor's fiscal year end, a physical inventory which must be verified by a Matco District Manager, and an annual financial statement prepared in a format that Matco may designate. Once a physical inventory is completed, Distributor must adjust its books and MDBS reports to reflect the verified physical inventory numbers. Matco may require that the financial statements include a profit and loss statement, a balance sheet, a cash flow statement and/or other information. Depending upon Distributor's overall business health and compliance with the terms and conditions of this

Agreement, Matco may waive this physical inventory requirement and/or may extend the frequency to a bi-annual basis. The Distributor must properly register for its sales tax filing in its appropriate state and provide Matco with a properly executed exemption certificate. Matco reserves the right to request and review the Distributor's federal and state tax returns, sales tax filings and other tax filings and reports related to the operation of, sales from, and revenue of, the Distributorship, and the Distributor shall comply promptly with all reasonable requests for such documents. If Distributor obtains financing from Matco, Distributor agrees to comply with any additional record keeping, reporting, and physical inventory requirements Matco may impose from time to time in connection with such financing services or programs.

5.3 **Insurance**. The Distributor will purchase and maintain comprehensive general liability insurance, including products liability coverage, and vehicle insurance coverages, with limits of each policy of at least one million dollars ($1,000,000), and a maximum deductible of one thousand dollars ($1,000), insuring both the Distributor and Matco against any loss, liability, damage, claim or expense of any kind whatsoever, including claims for bodily injury, personal injury and property damage resulting from the operation of the Distributorship or the operation of the Mobile Store or any other vehicle used in connection with the Distributorship. In addition, the Distributor must purchase and maintain all risk Inland Marine insurance coverage for at least the full replacement value of the New Distributor Starter Inventory, and will purchase and pay for any and all other insurance required by law. Distributor must also purchase "replacement cost" coverage for the Mobile Store, computer system, inventory and other items used in operating the Distributorship. Matco also reserves the right to provide or designate a specified provider of insurance, and require that the Distributor purchase the insurance from the designated provider, or utilize Matco as a conduit to purchase the insurance from the designated provider, even if the Distributor has complied with the requirements of this Section 5.3. Matco's current policy is that it will only require the Distributor to purchase insurance from a provider that Matco designates if the Distributor participates in Matco's financing services or programs.

All insurance policies maintained by the Distributor must: (A) name Matco as an additional named insured, (B) provide that Matco will receive copies of all notices of cancellation, nonrenewal or coverage change at least thirty (30) days prior to the effective date, (C) require the insurance company to provide and pay for legal counsel to defend any claims or actions brought against the Distributor or Matco; and (D) properly name the Distributor as the insured. The Distributor's Inland Marine policy must reflect Matco as the Lender's Loss Payable, as their interests may appear. The "Lender's Loss Payable" clause must provide, at a minimum, that any loss will be payable to the insured and Matco as the loss payee described on the schedule and that the insurance for the loss payee continues in effect even when the insured's insurance may be void because of the insured's acts, neglect, or failure to comply with the coverage terms. Additional requirements concerning the insurance to be obtained and maintained by the Distributor, if any, may be designated by Matco from time to time in writing, including periodically increasing required coverage limits or requiring additional or different coverage to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards and other relevant changes in circumstances. The Distributor must provide to Matco, as such times as specified by Matco, a certificate of insurance, endorsement, insurance declaration, and/or other documents specified by Matco (collectively "Certificates") showing compliance with the insurance requirements in this Section 5.3 and the Manual. If the Distributor does not obtain and maintain the proper insurance coverage, Matco may purchase said insurance on the Distributor's behalf. If Matco purchases insurance on behalf of the Distributor, or requires that the insurance be purchased through or from Matco, whereby Matco acts as a conduit to purchase the insurance, the total cost of the insurance will be charged to the Distributor's Open Purchase Account.

5.4 **Indemnification**. The Distributor will indemnify and hold Matco, Our Affiliates, and Our and Our Affiliate' directors, officers, employees, agents and franchisees (collectively, "Indemnitees") harmless from any claims, damages, judgments and losses, including attorney's fees, arising out of, from, in connection with this Agreement, the Distributorship, or as a result of the Distributor's, Principal Owner's, Operator's, or any other individual's operation of the Mobile Store, the Distributorship and the business conducted under this Agreement, any allegation that You are Our employee and not a franchisee distributor operating Your independent business, the Distributor's breach of this Agreement including all exhibits and attachments to this Agreement, the Distributor's negligence, any failure to comply with any laws, regulations, rules or procedures, including Privacy Laws, rules and procedures established by commercial agencies, associations or groups, applicable to the operation of the Distributorship, or any acts or omissions of the Distributor in connection with the operation of the Distributorship including, without limitation, claims, damages, judgments and losses arising from any unauthorized statements, representations or warranties made by the Distributor with respect to the Products, and those alleged to be caused by Matco's negligence, unless (and then only to the extent that) the claims, damages, judgments, and losses are determined to be caused solely by Matco's gross negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator of competent jurisdiction, including, but not limited to, claims brought by the Distributor. In addition, in connection for claims related to products liability, if Distributor maintains the required insurance under this Agreement and has complied with this Agreement, Distributor will not be liable under this indemnification provision for claims in excess of any products liability insurance coverage, but only if the Distributor's insurance provider pays the full policy limits and the Distributor did not take any action to repair or otherwise alter any products for which the products liability claims apply. This Section will survive the expiration or termination of this Agreement, and applies to all claims even if they exceed the limits of the Distributor's insurance coverage (other than claims in excess of the products liability coverage described in the preceding sentence). We may, at Our sole option, voluntarily assume the defense or settlement of any of the foregoing. We have the sole discretion to choose Our own attorneys and to consent to judgment or agree to settlement, if there are reasonable grounds upon which to do so.

5.5 **Exercise of Matco's Judgment**. Matco has the right to operate, develop, and change the Business System in any manner that is not specifically precluded by this Agreement. Whenever Matco has reserved in this Agreement a right to take or withhold an action, or to grant or decline to grant the Distributor a right to take or omit an action, except as otherwise expressly and specifically provided in this Agreement, Matco may make its decision or exercise its rights on the basis of the information readily available to it, and Matco's judgment of what is in its best interests and/or in the best interests of the MATCO TOOLS brand, its franchise network, at the time the decision is made, without regard to whether other reasonable or even arguably preferable alternative decisions could have been made by Matco and without regard to whether Matco's decision or the action Matco takes promotes its financial or other individual interest. Neither the Distributor nor any third party (including, without limitation, a trier of fact) may substitute its judgment for Matco's judgment.

ARTICLE 6
PRODUCTS

6.1 **Sale and Purchase of Products**. Matco will sell and the Distributor will buy the Products from Matco at the prices and on the terms established and published by Matco from time to time. Distributor will not purchase or attempt to purchase any products, including Products, directly from vendors supplying products to Matco, or from vendors or other sources that may or may not sell to or supply products to Matco or its distributors. Prices and terms applicable to each order placed by the Distributor will be those in effect on the date the order is accepted by Matco. Matco reserves the right to add or delete Products, make changes to the Products, increase Product prices, and adjust the

prices, terms, and discounts for the Products, without notice or liability to the Distributor, at any time. The Distributor acknowledges that Matco's sale of Products to the Distributor will include a mark-up over Matco's costs, and will likely generate a profit for Matco. Matco also reserves the right to obtain rebates, allowances, commissions, and other benefits from vendors and to retain and use them for any purposes in its sole discretion. All sales made by the Principal Owner, the Operator or any other employees of the Distributor within the List of Calls or from the Mobile Store must be Products purchased from Matco or its affiliates or designated suppliers, except for trade-ins, which are permitted to be re-sold by the Distributorship, if done so in compliance with Matco's standards and the Manual.

6.2 **Prices of Products**. The Distributor has the absolute right to determine the prices at which the Products are sold to the Distributor's Customers. If Matco institutes and implements a discount program, incentive program, coupon program, or other product sales or marketing program which compensates the Distributor for participation, the Distributor must comply with the program, and honor all authorized coupons, gift cards, gift certificates, and incentives.

6.3 **Initial Inventory**. Upon execution of this Agreement, the Distributor will place an order with Matco for the New Distributor Starter Inventory. The Distributor will pay Matco for the New Distributor Starter Inventory upon execution of this Agreement. Shipment of the New Distributor Starter Inventory will be made to the Distributor within twenty-eight (28) days of the Effective Date.

6.4 **Electronic Funds Transfers**. All payments to Matco by the Distributor on any promissory note or for the purchase of Products and other goods and services will be made by electronic funds transfers in accordance with the instructions by Global Payment Systems contained in the Manual. The Distributor will, from time to time during the Term of this Agreement, sign such documents as Matco may request to authorize the Distributor's bank to transfer the payment amounts designated by the Distributor to Matco's bank.

6.5 **Standard Payment Terms**. Matco's standard payment terms for Products sold to the Distributor are "payment due upon receipt of invoice." If the Distributor fails to make any payment to Matco for Products in a timely manner, then Matco may require full or partial payment in advance or seek other assurances of performance, including, but not limited to, reducing credit limits and/or placing the Distributor on credit hold prior to shipping any additional Products to the Distributor. Matco may assess late fees on the overdue amounts, as provided for in Section 3.18 above.

6.6 **Financing and Security Interest**. Matco may provide financing to Distributor for the purchase of Products during the Term, and Distributor shall comply with all financing documents executed by Distributor including those set forth in Exhibits attached to this Agreement. The Distributor hereby grants Matco a security interest in all of the Distributor's Products, accounts receivable and other assets to secure any unpaid credit or financing provided to the Distributor, and the Distributor will sign such security agreements, financing statements and other documents as Matco may request to legally perfect its security interest. In evaluating an application for any of its financing programs, Matco and its affiliates may consider the qualifications of both the Distributor and the Principal Owner (and the Principal Owner's Business Partner), and the application process may involve a credit check or other requirements that apply to the Principal Owner (and the Principal Owner's Business Partner). Matco continually assesses credit risks, and may, at its reasonable discretion, obtain and review updated credit scores on active financing accounts.

6.7 **Shipment**. The Distributor will be entitled to one (1) qualifying shipment of Products per week from Matco's warehouse, freight prepaid by Matco, if the Distributor has complied with Matco's rules and policies regarding the placement and payment of orders for Products. Matco will ship Products

"FOB" from Matco's warehouse, freight prepaid, but the title to the Products, and the risk of loss, will pass to Distributor as soon as the Products are delivered to the carrier at Matco's warehouse. Prepaid freight shipments will not accumulate if the Distributor fails to request a shipment for any particular week. Additional shipments, special orders, shipments to addresses other than the Distributor's normal business address, and orders not made in compliance with Matco's standard order input procedures, will be shipped from Matco's warehouse, freight collect, unless otherwise agreed to in writing by Matco.

6.8 **No Right To Withhold or Offset**. The Distributor shall not withhold any payment due to Matco because of any damage to the Products caused during transportation from Matco to the Distributor or as a result of any legal or other claims the Distributor may allege against Matco. The Distributor will not deduct any charges for services, parts, or other items from any payments due to Matco until such charges have been agreed to in writing by Matco. In addition to any right of setoff provided by law, all amounts due Distributor shall be considered net of indebtedness of Distributor to Matco and its affiliates. Matco may deduct from any sums due or to become due to Distributor any amounts due or to become due from Distributor to Matco and its affiliates.

6.9 **Acceptance of Orders/Force Majeure Regarding Product Shipments**. All Product orders placed by the Distributor will be subject to acceptance by Matco. Matco will, with reasonable diligence and subject to Section 6.5, execute all accepted Product orders received from the Distributor. However, Matco expressly reserves the right at any time to defer, postpone or forego any shipments of Products on account of procedures or priorities established by any state, federal or local government or because of production failures, strikes or other labor disturbances, inability or delay in obtaining raw materials or other supplies, floods, fires, accidents, wars, incidents of terrorism or other causes or conditions beyond the control of Matco, and Matco will not be liable to the Distributor for any damages or loss of profits caused by such delay in executing or failing to execute such orders.

6.10 **Taxes**. The Distributor will pay, in addition to the prices specified for the Products pursuant to Matco's then current price list, all applicable federal, state, local and governmental taxes applicable to the Distributor's purchase of the Products.

6.11 **Risk of Loss**. After any Products ordered by the Distributor have been identified in such order, the risk of loss will at all times be borne by the Distributor. The Distributor will be responsible for making all claims against the carrier for damages to the Products and for all other losses.

ARTICLE 7
TRADEMARKS, TRADE NAMES AND PATENTS

7.1 **Grant of License**. Matco grants to the Distributor a non-exclusive, non-transferable right and license to use the Marks in the normal course of operating the Distributorship. The Distributor will only use the Marks in connection with the operation of the Distributorship and the sale of the Products sold pursuant to the Business System and the terms of this Agreement.

7.2 **Rights of Matco**. The Distributor will not take any action which is adverse to Matco's right, title or interest in the Marks or Matco's pending or issued patents for various inventions and Products. The Distributor will not register or attempt to register the Marks or apply for any patent rights for the Products. The Distributor further agrees that nothing in this Agreement will give the Distributor any right, title or interest in the patent rights or Marks other than the right of use in accordance with the terms of this Agreement. The Distributor acknowledges the validity and Matco's exclusive ownership of the Marks and the patent rights and agrees that any improvements made by the Distributor relating to the Marks or the Business System, as well as any and all goodwill resulting

from the Distributor's use of the Marks pursuant to this Agreement, will inure solely to the benefit of Matco.

7.3 **Conditions to Use of Marks**. The Distributor will not have the right to sublicense, assign or transfer its license to use the Marks. The Distributor will not use the Marks as part of its corporate or other legal name, or as part of any e-mail address, domain name, or other identification of the Distributor in any electronic medium. The Distributor will use the Marks only in the form and manner and with the appropriate legends as prescribed from time to time by Matco. The Distributor will modify its use of the Marks from time to time in the manner designated in writing by Matco. The Distributor will sign all documents deemed necessary by Matco to obtain or maintain protection for the Marks.

7.4 **Approval of Materials Using the Marks.** The Distributor will obtain Matco's prior written approval for the use of the Marks in any advertising, promotional or other electronic or printed materials and communications to potential or actual customers in any electronic medium including but not limited to social media and websites on the world wide web.

7.5 **Defense of Actions**. The Distributor will give Matco immediate written notice of any claim made by any party relating to the Marks or the Business System and will, without compensation, cooperate in all respects with Matco in any legal proceedings involving the Marks or the Business System. Matco will have the sole and absolute right to determine whether it will commence or defend any litigation involving the Marks or the Business System, and will, at its expense, control and conduct any litigation involving the Marks. If the Distributor, Principal Owner, any Operator, or any employee of the Distributor is named as a defendant in any action involving the Marks or the Business System solely because the plaintiff is alleging that the Distributor or such named party does not have the right to use the Marks, then if the Distributor gives Matco written notice of the action within ten (10) days after the Distributor receives notice of the claim, Matco will assume the defense of the action and will indemnify and hold the Distributor harmless from any and all damages assessed against the Distributor in connection with the action.

ARTICLE 8
WARRANTY AND TOOL RETURNS

8.1 **Warranty Policy**. All Matco Products are subject to the warranty and liability limitations of the written Product warranty of Matco (the "Matco Warranty"). Matco's Warranty policy, which may change over time, provides, generally, that any Product that is branded with the "Matco" name is warranted against defects in materials and workmanship. Matco, or one of its authorized representatives, will, at Matco's option, repair or replace any tool or part that is subject to the warranty without charge, if the defect or malfunctioning tool or part is returned to Matco or its representative, shipping prepaid. There are certain limitations under the Matco Warranty, and the Distributor and its Principal Owner must read and understand the warranty policies. The Distributor must follow Matco's policies and procedures regarding returning tools for warranty claims. Among the procedures that the Distributor must follow is the requirement to send back the products with the appropriate paperwork, product specifications, codes and other required information. In addition, the Distributor must pay all freight and shipping charges to send the defective product to Matco. In most cases, Matco will pay the shipping and freight costs to send the Distributor a new or repaired tool, part or product.

Also, there are certain warranty service functions that the Distributor must perform. Currently, the Distributor warranty responsibilities and functions include the following: "in the field" repair of ratchets and toolboxes. For ratchet repairs, the Distributor must purchase repair kits, which currently range in price from ten dollars ($10) to forty dollars ($40) per kit and must pay the shipping/freight

charges to return the defective part to Matco. Upon return of the defective parts to Matco, Matco will credit the cost of the ratchet repair kit. Matco intends to include ratchet repair instructions on its website for distributors. Matco will not provide any compensation for the time it takes your Principal Owner or other employee to make these repairs, and any compensation that the Distributor provides to such individuals is at its sole option. The Distributor is also currently responsible to perform minor warranty repairs on toolboxes within the List of Calls, such as drawer slides, casters (wheels), trim and/or drawer replacement if needed. Warranty repairs are handled on a case-by-case basis after contacting Matco's Customer Service and/or Matco's toolbox manufacturing facility. There are no repair kits for toolboxes, and you are not required to purchase items to repair toolboxes under warranty.

The Distributor must also assist Matco in honoring all Matco Warranties on all Products. The Distributor must perform service on tools and equipment at the customer's place of business. To the extent that the Distributor is not qualified to repair a Product, the Distributor must assist the customer in getting the Product to the proper repair facility. This service is of the nature, type and scope that is expected by Matco customers, and that Matco and its network of distributors has pledged to provide. Matco considers the cost of warranty service in setting discounts from the suggested retail price of the Products that Matco sells to distributors. It is not possible for Matco to estimate the amount of time that the Distributor will be required to spend on warranty work to properly service its customers.

The Matco Warranty may be amended or revised by Matco at any time in its sole discretion. Matco will have the right to adjust and resolve all warranty claims, either directly with the Customer or through the Distributor, as Matco in its sole discretion may determine, and any action by Matco with respect to warranty claims will be binding upon the Distributor.

8.2 **Tool Return Policy**. Matco will make its then-current tool return policy available to the Distributor. The current policy provides that during the term of the Distributorship Agreement or after its expiration or termination, the Distributor may return for credit to its Open Purchase Account any eligible Matco Products purchased from Matco and listed in the then current Matco Tools Price List, excluding special order and high obsolescence electronic products. The current tool return policy specifies that the tools and other products that are eligible for return for credit are new, unused, and not abused products that are in saleable condition, and in their original packaging. The products returned must be on the current inventory list and cannot be discontinued items. Matco generally tries to provide distributors with at least one hundred eighty (180) days' notice following an announcement that a product has been discontinued to return the product for credit. The Distributor may take advantage of the tool return policy at any time, such as if the Distributor has overstocked items, or wishes to rotate or adjust the product mix in its inventory. Matco will credit the Distributor's Open Purchase Account for the eligible returned Products less a restocking fee, which in most cases is fifteen percent (15%) of the original purchase price of the product. A good faith effort will be made by Matco to issue credit within ninety (90) days of acceptance of the returned Products. The specific criteria for products that are eligible for return for credit is stated in Matco's tool return policy. The Distributor must pay for the packaging and shipping of such Products to Matco. Matco may revise its tool return policy at such times as it may determine, and will inform the Distributor in writing of any changes when made.

ARTICLE 9
CONFIDENTIALITY

The Distributor will not, during the Term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person or entity any confidential information, knowledge or know-how concerning

the methods of operation of a Matco Distributorship which may be communicated to the Distributor by any employees of Matco, or which arises by virtue of this Agreement. The Distributor will divulge such confidential information only to its employees who must have access to it in order to operate the Distributorship. The Manual and any and all other information, knowledge and know-how including, without limitation, drawings, materials, equipment, technology, methods, procedures, specifications, techniques, computer software programs, computer software source codes, systems and other data which Matco designates as confidential or proprietary will be deemed confidential and proprietary for the purposes of this Agreement. The obligations of confidentiality shall survive termination or expiration of this Agreement for any reason.

The Distributor further understands and agrees that it will come into possession of certain of Matco's trade secrets concerning the manner in which it conducts business including, but not limited to, the following: the methods of doing business or business processes; strategic business plans; Customer and Potential Customer information and the List of Calls; marketing and promotional campaigns; software and other technology; and Matco materials clearly marked or labeled as confidential and/or trade secrets. The Distributor agrees that the forgoing information, which may or may not be considered "trade secrets" under prevailing judicial interpretations or statutes, is private, valuable, and considered by Matco to constitute trade secrets belonging to Matco. The Distributor agrees that Matco derives independent economic value from the foregoing information not being generally known to, and not being readily ascertainable through proper means by, another person. The Distributor agrees to take reasonable measures as directed by Matco to keep such information secret. Upon termination of this Agreement, the Distributor will not, and will cause its Principal Owner and any employees not to, use, sell, teach, train or disseminate in any manner to any other person, firm, corporation or association any trade secret pertaining to Matco's business and/or the manner in which it is conducted.

ARTICLE 10
TRANSFER OF INTEREST

10.1 **Transfer of Distributorship Interest**. You have the right to sell your Distributorship. However, neither the Distributor nor any individual, partnership, or corporation which owns any interest in the Distributor is permitted to sell or transfer any interest in this Agreement, in the Distributorship, in any capital or common stock in the Distributorship, or in all or substantially all of the assets of the Distributorship, including the Mobile Store (the "Distributorship Interest"), without the prior written consent of Matco.

10.2 **Conditions for Transfer**. Matco will not unreasonably withhold its consent to any transfer, if the following conditions are met: the Distributor is not in default under any provision of this Agreement, including payment of any financial obligations to Matco; the Distributor and Matco have signed a mutual general release of any and all claims against each other and their respective affiliates; it has been demonstrated to Matco's sole satisfaction that the transferee and its principal owner exhibits the ability to operate the Distributorship, and that the transferee has adequate financial resources and capital to operate the Distributorship in accordance with Matco's requirements (including the principal owner's credit rating), and is not involved, directly or indirectly, in any business that is in any way competitive with a Matco Distributorship; the transferee-distributor and its Principal Owner executes the then-current version of the Matco Tools Distributorship Agreement, agrees to complete the Matco Business System Training (MBST) Program; and the Distributor and transferee-distributor sign the legal documents necessary to transfer this Agreement to the transferee-distributor. Any purchase and sale agreement between the transferor and transferee shall provide for and require that the Mobile Store and the Distributorship shall continue to operate without interruption during the transfer. Matco may expand upon, and provide more details related to, the conditions for transfer and Matco's consent as described in this Section 10.2, and may do so in the Manual or otherwise in

writing. Matco may, but is not obligated to, provide the additional details regarding the transfer conditions and Matco's consent to the Distributor.

10.3 **Security Interest**. The Distributor will not grant a security interest in the Distributorship or this Agreement without Matco's prior written consent. Matco will have the right as a condition of its consent, to require the secured party to agree that if the Distributor defaults under any security interest, then Matco will have the right and option (but not the obligation) to be substituted for the Distributor as the obligor to the secured party and to cure any default of the Distributor without the acceleration of any indebtedness due from the Distributor.

10.4 **Transfer by Matco**. Matco will have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity without notice to the Distributor.

10.5 **Transfer Upon Bankruptcy**. If the Distributor or Principal Owner were to initiate a bankruptcy or insolvency proceeding, in order to protect Matco's interests, such Party must meet all applicable obligations as set forth in this Agreement and there can be no sale, assignment or transfer of the Distributorship contingent upon Matco approving the buyer as a new Matco Distributor unless (i) any existing defaults under this Agreement are cured, (ii) any proposed assignment or sale is contingent upon the assignee's agreement to be bound by and comply with the terms and commitments contained herein and (iii) the transfer complies with Section 10. In the case of a bankruptcy or insolvency proceeding of a Principal Owner, the Distributor must hire and retain a replacement Principal Owner who is satisfactory to Matco to perform the Principal Owner's obligations under this Agreement within sixty (60) days after the filing of a bankruptcy petition. If a satisfactory replacement is not retained, Matco will have the right (but not the obligation), at Matco's option, to take over operation of the Distributorship, or to hire and retain a replacement on the Distributor's behalf, until the transfer is completed, and to charge a reasonable management fee for these services, or, in the alternative, Matco may terminate this Agreement.

10.6 **Non-Competition and Non-Solicitation Following a Transfer**. In addition to the covenants regarding non-competition and non-solicitation by Distributor, Principal Owner and others as specified in Section 11.9 below, Matco recommends and encourages Distributor (if obtaining the distributorship by virtue of a transfer) to obtain a noncompetition agreement from the previous distributor and principal owner that serviced the List of Calls, as well as such previous distributor's other owners, and Matco expects that it will encourage any new distributor that acquires the business, the route, the accounts or the distributorship of the Distributor to obtain a noncompetition agreement from the outgoing or transferring Distributor and principal owner. The noncompetition agreement may assist in preventing competition from the previous distributor, the previous distributor's principal owner, and any other owners for a continuous uninterrupted period of one (1) year from the date of a transfer permitted under Article 10 above, or expiration or termination of the previous distributor's Distributorship Agreement (regardless of the cause for termination). Competition includes, but is not limited to, selling or attempting to sell any Products or any products the same as or similar to the Products to (i) any existing Customer on the Distributor's List of Calls who purchased one or more Products from the previous distributor during the twelve (12) month period immediately preceding the dates referred to in this Section 10.5, or (ii) any Potential Customer on the Distributor's List of Calls, located on, or identified in, the previous distributor's List of Calls, as such lists may have been amended as provided for in the previous distributor's Distributorship Agreement and in accordance with Matco's policies, if the previous distributor had visited or made one or more sales calls to such Potential Customer during the twelve (12) month period immediately preceding the date referred to in this Section 10.5. Distributor agrees that the length of time in this Section 10.5 will be tolled for any period during which Distributor is in breach of the covenants or any other period during which Matco seeks to enforce this Agreement.

10.7 **Transfer to Entity Before Commencing Operations**. Notwithstanding anything to the contrary in this Article 10, if Distributor is an individual and seeks to transfer this Agreement to an entity that Distributor owns at least fifty-one percent (51%) of the equity interest in, the conditions of Section 10.2 will not apply, provided that (a) Matco approves of any transferee minority owners who are not the individual who initially signed as the Distributor, and (b) each of Distributor and transferee(s) enter into such assignment and assumption agreement, or other written agreement, that Matco may designate from time to time, and personally guarantees, in a written guaranty satisfactory to Matco, to make all payments and to fulfill all obligations and conditions required under this Agreement. As of the assignment, the individual transferor shall become the "Principal Owner" and the transferee shall become the "Distributor" for purposes of this Agreement, including all exhibits and attachments to this Agreement. Matco's current form of Assignment, Assumption, and Consent Agreement is attached hereto as Exhibit M and Matco's current form of Guarantee, Indemnification, and Acknowledgment is attached hereto as Exhibit N. Additionally, the individual Distributor will sign the Principal Owner Acknowledgment on the signature page to this Agreement.

ARTICLE 11
DEFAULT AND TERMINATION

11.1 **Termination by Distributor**. The Distributor may terminate this Agreement, at any time, with or without cause, by giving forty-five (45) days prior written notice to Matco.

11.2 **Immediate Termination by Matco for Failure to Access Rollover Funds**. If Matco approved and granted Distributor the Rollover Payment Period (as described in Section 1.2) for payment of the Distributor's initial start-up costs due pursuant to this Agreement, including the Initial Fee, and Distributor fails to obtain access to the Rollover Funds prior to the expiration of the Rollover Payment Period, Matco has the right to immediately terminate this Agreement by giving the Distributor written notice of termination.

11.3 **Matco's Termination Rights**. Matco has the right to terminate this Agreement if the Distributor: (A) violates any material term, provision, obligation, representation or warranty contained in this Agreement or any other agreements entered into with Matco including, but not limited to, agreements regarding participation in the Matco Tools PSA Program, (B) fails to comply with the Customer Service Standards, (C) makes an assignment for the benefit of creditors or if a voluntary or involuntary proceeding is instituted by or against the Distributor in bankruptcy or under any other insolvency or similar law, (D) attempts to assign or transfer this Agreement without Matco's written consent, (E) Abandons the Distributorship, (F) fails to timely make any payment due to Matco under this Agreement or under any other agreement, promissory note or contract, (G) refuses to perform a physical inventory if required by Matco or refuses to permit Matco to audit the Distributor's books and records in accordance with Section 5.2, or (H) fails to comply with Section 10.5.

11.4 **Notice; Cure Periods**. Matco will not have the right to terminate this Agreement unless and until: (A) written notice setting forth the alleged breach giving rise to the termination has been delivered to the Distributor in accordance with the terms of Section 13.2, and (B) the Distributor fails to correct the breach within thirty (30) days, or as required under applicable law if longer. Notwithstanding the foregoing, the Distributor will have ten (10) days to make full payment to Matco where the written notice states that the Distributor is delinquent in any payment due to Matco under this Agreement.

11.5 **Immediate Termination Rights**. Notwithstanding Section 11.4, Matco will have the right to immediately terminate this Agreement by giving the Distributor written notice of termination, if: (A) the Distributor Abandons the Distributorship, including voluntary or involuntary Abandonment,

and/or Abandonment due to repossession of the Matco Tools Mobile Store and inventory, (B) the Principal Owner is convicted of or pleads guilty to a gross misdemeanor or felony, (C) the Distributor or the Principal Owner is involved in any conduct or act which materially impairs the goodwill associated with Matco, the Business System, or the Marks, including any fraudulent or deceptive actions, (D) the Distributor refuses to permit Matco to audit the Distributorship's books and records in accordance with Section 5.2, (E) the Distributor or the Principal Owner has been found to have submitted a fraudulent credit application, (F) the Distributor or the Principal Owner commits any fraudulent act in connection with any of his/her agreements with Matco, (G) the Distributor, Principal Owner, an Operator, or any other employee sells, offers for sale or distributes any products to customers at any location not identified on the Distributor's List of Calls in violation of Section 3.2 of this Agreement, (H) the Principal Owner is disabled to the extent that the Principal Owner cannot perform her or his obligations hereunder for a period of six (6) consecutive months, or for any six (6) months within a period of eighteen (18) consecutive months, (I) the Principal Owner dies, (J) the Distributor, after curing a default pursuant to Sections 11.3 and 11.4, commits the same default again within a twelve (12) month period of the previous default, whether or not cured after notice, (K) the Distributor commits the same or different default under this Agreement, three or more times within any twelve (12) month period, whether or not cured after notice, (L) the Distributor or any owner makes an assignment for the benefit of creditors or if a voluntary or involuntary proceeding is instituted against the Distributor in bankruptcy or under any other insolvency or similar law, (M) the Distributor has one or more promissory notes under which Distributor owes money to Matco that is cancelled, terminated or accelerated due to Distributor's default under such note and its/his/her failure to cure such default, (N) if this Agreement or Matco's franchise business model is adjudicated in the state or jurisdiction where the Distributor operates to be illegal or unenforceable by an administrative, regulatory, governmental, or judiciary body, including, but not limited to any purported misclassification of the relationship between Matco and the Distributor established by this Agreement , or (O) the Principal Owner, Operator or any their employees conduct any Distributorship operations, including but not limited to, operating the mobile showroom, while illegally impaired or under the influence of drugs or alcohol.

11.6 **Obligations Upon Termination**. Upon the termination or expiration of this Agreement, the Distributor will: pay Matco all amounts owed by the Distributor to Matco including interest charged on distributor's Open Purchase Account balance at a rate of eighteen percent (18%) annually or the maximum rate permitted by law, whichever is lower; provide Matco with the inventory amounts and financial information of the Distributorship for the preceding twelve (12) months; immediately cease using all of the Marks and the Business System; provide Matco with all Customer lists and other information relating to the Customers of the Distributorship; return to Matco by pre-paid U.S. mail the Manual and all other manuals, software, catalogs, brochures, pamphlets, decals, signs, and other materials provided to the Distributor by Matco, and/or destroy all electronic versions of such materials and provide verification of such destruction to Matco; and remove all Marks, logos, graphics and insignias indicating a relationship with Matco from the Mobile Store and all other property of the Distributor. In addition, Matco may assess Distributor a late fee of twenty-five dollars ($25) per week for each week that the Distributor fails to pay the balance owed on the Open Purchase Account following termination. The Distributor acknowledges and understands that an uncured default and/or the termination of the Distributorship Agreement may also be a default under notes, financing, or agreements that the Distributor or Principal Owner may have with third parties, including, by way of example, the lease for the Mobile Store, and such termination of this Agreement may cause an acceleration of payments under a note or lease and for forfeiture of the Mobile Store or repossession of the Mobile Store by the lessor or financing entity.

11.7 **Return of Products**. Within thirty (30) days following: (A) the expiration or non-renewal of this Agreement, or (B) termination of this Agreement by Matco or by Distributor, Matco will, in

accordance with Matco's then-current Product return policy, permit the Distributor to return the new and unused Products purchased by the Distributor from Matco, and the amount of the Products returned will be credited to the Distributor's Open Purchase Account, subject to any restocking fees or other fees or charges in accordance with Matco's then-current Product return policy.

11.8 **Warranty Returns**. During the thirty (30) day period following termination of this Agreement, Matco will accept Products returned to it by the Distributor for warranty claim processing in accordance with Matco's then existing Warranty policy.

11.9 **Non-Solicitation of Customers; Covenant Against Competition**. Distributor and the Principal Owner covenant that each of the Distributor, the Principal Owner, the Operator, and any other owners or Guarantors or others in active concert or participation with them, except as otherwise approved in writing by Matco:

11.9.1 shall not, during the term of this Agreement, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, limited liability company, or corporation, own, maintain, operate, engage in, or have any interest in any business which is the same as or similar to a Matco mobile tool distributorship business, including without limitation, a business that manufactures, sells, and/or distributes any products that are the same as or similar to the Products (referred to herein as a "**Competitive Business**");

11.9.2 shall not, during the term of this Agreement, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, limited liability company, or corporation, sell or attempt to sell to any customers or Potential Customers of the Distributorship any products that are the same or similar to the Products;

11.9.3 shall not for a continuous uninterrupted period of one (1) year from the later of the date of: (A) a transfer permitted under Article 10, above; (B) expiration or termination of this Agreement (regardless of the cause for termination); or (C) a final order of a duly authorized arbitrator, panel of arbitrators, or court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section 11.9, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any persons, partnership, limited liability company, or corporation, sell or attempt to sell any Products or any products the same as or similar to the Products to (i) any Customer who purchased one or more Products from Distributor during the twelve (12) month period immediately preceding the dates referred to in subclauses (A), (B), or (C) of this Section 11.9.3, or (ii) any Potential Customer, located on, or identified in, the Distributor's List of Calls, as such list may have been amended as provided for in this Agreement and in accordance with Matco's policies, if Distributor had visited or made one or more sales calls to such Potential Customer, List of Calls, or person or business identified on the List of Calls during the twelve (12) month period immediately preceding the date referred to in subclauses (A), (B), or (C) of this Section 11.9.3.

11.10 **Compliance with Obligations.** Distributor represents and warrants that it will ensure that all Distributorship employees and any Operator are subject to the restrictions in sections 11.9.1, 11.9.2 and 11.9.3.

ARTICLE 12
DISPUTE RESOLUTION

12.1 **Arbitration.** Except as expressly provided in Section 12.5 of this Agreement, all breaches, claims, causes of action, demands, disputes and controversies (collectively referred to as "breaches" or "breach") between the Distributor, the Principal Owner, Operator(s), any other owners, immediate family members of the Principal Owner, heirs, executors, successors, assigns, shareholders, partners or guarantors, and Matco, including its employees, agents, officers or directors and its parent, subsidiary or affiliated companies, whether styled as an individual claim, class action claim, or otherwise, arising from or related to this Agreement, the offer or sale of the franchise and distribution rights contained in this Agreement, the relationship of Matco and Distributor, or Distributor's operation of the Distributorship, including any challenges to the validity or application of this provision or any other provision of this Agreement, and allegations of fraud, misrepresentation, and violation of any federal, state or local law or regulation, will be determined exclusively by binding arbitration on an individual, non-class basis only, before one (1) neutral arbitrator with at least five (5) years of franchise law experience, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, a copy of which is publicly available on the Internet at https://www.adr.org/Rules ("Arbitration"). The Arbitration proceedings and any Arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by law or court order, or as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the parties' respective attorneys and tax advisors. In any Arbitration, this Agreement, and the relationship between the Distributor and Matco and any disputes arising thereunder, will be governed by and construed in accordance with the laws of the State of Ohio, and the procedural and substantive law of Ohio will govern the rights and obligations of and the relationship between the parties irrespective of any conflict of laws. However, if required by applicable law, then this Agreement, and the relationship between the Distributor and Matco and any disputes arising thereunder, will be governed by and construed in accordance with the laws of the state in which the Distributor primarily operates, and the procedural and substantive law of that state will govern the rights and obligations of and the relationship between the parties irrespective of any conflict of laws. Nothing in this section shall be interpreted to preclude the application of the FAA to this Article 12.

12.2 **Notice of Dispute.** The party alleging the breach must provide the other party with prior written notice setting forth the facts of the breach in detail, and neither party will have the right to commence any Arbitration proceedings unless and until such written notice is given.

12.3 **Limitation of Actions; Waiver of Claims**. UNLESS THIS PROVISION IS PROHIBITED BY APPLICABLE LAW, ANY AND ALL CLAIMS BROUGHT BY ANY PERSON OR PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP OF MATCO AND DISTRIBUTOR, THE OFFER OR SALE OF THE FRANCHISE AND DISTRIBUTION RIGHTS CONTAINED IN THIS AGREEMENT, OR DISTRIBUTOR'S OPERATION OF THE DISTRIBUTORSHIP, INCLUDING ANY ARBITRATION PROCEEDING, OR ANY CLAIM IN ARBITRATION (INCLUDING ANY DEFENSES AND ANY CLAIMS OF SET-OFF OR RECOUPMENT), MUST BE BROUGHT OR ASSERTED BEFORE THE EXPIRATION OF THE EARLIER OF (A) THE TIME PERIOD FOR BRINGING AN ACTION UNDER ANY APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS; (B) ONE (1) YEAR AFTER THE DATE UPON WHICH A PARTY DISCOVERED, OR SHOULD HAVE DISCOVERED, THE FACTS GIVING RISE TO AN ALLEGED CLAIM; OR (C) EIGHTEEN (18) MONTHS AFTER THE FIRST ACT OR OMISSION GIVING RISE TO AN ALLEGED CLAIM; OR IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY ALL PARTIES THAT SUCH CLAIMS SHALL BE IRREVOCABLY BARRED. CLAIMS OF THE PARTIES FOR

INDEMNIFICATION SHALL BE SUBJECT ONLY TO THE APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS. FOR THE PURPOSES OF THIS SECTION, "CLAIM" SHALL MEAN ANY ALLEGATION, CHALLENGE, DEMAND, CAUSE OF ACTION, ARBITRATION, DISPUTE, CONTROVERSY, INVESTIGATION, OR ADMINISTRATIVE PROCEEDING.

12.4 **Powers of Arbitrator.** The arbitrator shall have the exclusive power to decide all issues of arbitrability, and all doubts as to the arbitrability of a particular claim or breach shall be resolved in favor of arbitration. The arbitrator shall have the full authority to make a finding, judgment, decision and award relating to the claims made in the demand for arbitration, as provided for in Section 12.1 above, and subject to the limitations in this Section 12.4. The Federal Rules of Evidence (the "Rules") shall apply to all Arbitration hearings and the introduction of all evidence, testimony, records, affidavits, documents and memoranda in any Arbitration hearing must comply in all respects with the Rules and the legal precedents interpreting the Rules. Both parties will have the absolute right to cross-examine any person who testifies against them or in favor of the other party. Except as expressly provided in Section 12.12, the arbitrator will have no authority to add to, delete or modify the terms and provisions of this Agreement. All findings, judgments, decisions and awards of the arbitrator will be limited to the dispute or controversy set forth in the written demand for Arbitration and any counterclaim, and the arbitrator will have no authority to decide any other disputes or controversies. All findings, judgments, decisions and awards by the arbitrator will be in writing, will be made within ninety (90) days after the Arbitration hearing has been completed, and will be final and binding on Matco and the Distributor (including the Principal Owner, any other owners, immediate family members of the Principal Owner, heirs, executors, successors, assigns, shareholders, partners or guarantors). The written decision of the arbitrator will be deemed to be an order, judgment and decree and may be entered as such in any Court of competent jurisdiction by either party in any jurisdiction, notwithstanding Section 12.9. The arbitrator's findings and award may not be used to collaterally estop Matco, the Distributor or any other party from raising any like or similar issues, claims or defenses in any other or subsequent Arbitration, litigation, court hearing or other proceeding involving third parties or other Distributors.

12.5 **Disputes Not Subject to Arbitration.** The following disputes and controversies between the Distributor and Matco will not be subject to Arbitration: any dispute or controversy involving the Marks or which arises under or as a result of Article 7 of this Agreement, any dispute or controversy involving the immediate termination of this Agreement by Matco pursuant to Section 11.5, and any dispute or controversy involving enforcement of the covenants not to compete contained in this Agreement. Nothing herein shall preclude Matco or the Distributor from obtaining injunctive relief pursuant to Article 12.11 below.

12.6 **No Class Actions.** No party except Matco (including its employees, agents, officers or directors and its parent, subsidiary or affiliated companies) and the Distributor, the Principal Owner, immediate family members of the Principal Owner, any other owners, heirs, executors, successors, assigns, shareholders, partners, and guarantors) may join in or become a party to any Arbitration proceeding arising under this Agreement, and the arbitrator will not be authorized to permit any person or entity that is not a party to this Agreement or identified in this paragraph to be involved in or to participate in any Arbitration conducted pursuant to this Agreement. No matter how styled by the party bringing the claim, any claim or dispute is to be arbitrated on an individual basis and not as part of a consolidated common or a class action, and Matco, the Distributor, the Principal Owner and any other owners waive any and all rights to proceed on a consolidated, common or class basis. **MATCO, THE DISTRIBUTOR AND PRINCIPAL OWNER EXPRESSLY WAIVE ANY RIGHT TO ARBITRATE OR LITIGATE AS A CLASS OR COLLECTIVE ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. MATCO, AND THE DISTRIBUTOR**

AND PRINCIPAL OWNER HEREBY AGREE NOT TO SEEK JOINDER OF ANY CLAIMS WITH THOSE OF ANY OTHER PARTY.

12.7 **Limitation of Damages**. UNLESS THIS LIMITATION IS PROHIBITED BY APPLICABLE LAW, EACH OF THE PARTIES (INCLUDING DISTRIBUTOR'S OWNERS) HEREBY AGREES THAT THE OTHER PARTY WILL NOT BE LIABLE FOR PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF FUTURE PROFITS, ARISING OUT OF ANY CAUSE WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR STATUTE OR ORDINANCE, AND AGREES THAT IN THE EVENT OF A DISPUTE, THE RECOVERY OF EITHER PARTY WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

12.8 **Waiver of Jury Trials**. UNLESS THE WAIVER IS PROHIBITED BY LAW, IF ANY DISPUTE IS NOT SUBJECT TO ARBITRATION UNDER THIS AGREEMENT, THEN EACH OF THE PARTIES AGREES THAT THE TRIAL OF ANY LEGAL ACTION ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES WILL BE HEARD AND DETERMINED BY A JUDGE WHO WILL SIT WITHOUT A JURY. THE PARTIES ACKNOWLEDGE THAT THEY HAVE OBTAINED INDEPENDENT LEGAL ADVICE AS TO THE EFFECT OF THIS JURY WAIVER PROVISION, AND FURTHER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE EFFECT OF THIS JURY WAIVER PROVISION. EITHER PARTY MAY FILE AN ORIGINAL OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT BY THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

12.9 **Venue and Jurisdiction**. Unless this requirement is prohibited by law, all arbitration proceedings and hearings must and will be conducted via Zoom or other agreed-upon video platform and managed through the offices of the American Arbitration Association closest to Summit or Cuyahoga County, Ohio, at our option. All court actions, mediations or other hearings or proceedings initiated by either party against the other party must and will be venued exclusively in Summit or Cuyahoga County, Ohio. Matco (including its employees, agents, officers or directors and its parent, subsidiary or affiliated companies) and the Distributor and Principal Owner (including immediate family members of the Principal Owner, any other owners, heirs, executors, successors, assigns, shareholders, partners, and guarantors) do hereby agree and submit to the exclusive personal jurisdiction in Summit or Cuyahoga County, Ohio in connection with any Arbitration hearings, court hearings or other hearings, including any lawsuit challenging the arbitration provisions of this Agreement or the decision of the arbitrator, and do hereby waive any rights to contest venue and jurisdiction in Summit or Cuyahoga County, Ohio and any claims that venue and jurisdiction are invalid. Solely with respect to actions filed in accordance with Section 12.1 hereof, upon either the Distributor establishing great financial need or for other good cause shown, or in the event the law of the jurisdiction in which Distributor operates the Distributorship requires that arbitration proceedings be conducted in that state, a Distributor may request, and an arbitrator appointed pursuant to this Agreement may order, that the arbitration hearing shall be conducted in the state in which the principal office of the Distributorship is located. Notwithstanding this Section, any actions brought by either party to enforce the decision of the arbitrator may be venued in any court of competent jurisdiction notwithstanding the jurisdictional limitations imposed by this Article 12.

12.10 **Arbitration Costs**. Except as otherwise specified herein, all disputes to be resolved by arbitration pursuant to Section 12.1, the parties shall share equally the cost of the arbitrator and the arbitration services and related expenses, but the parties shall bear their own costs to attend and participate in the arbitration, including each party's respective attorney's fees and travel costs. In a dispute initiated

by a Distributor, if the cost sharing provided herein would render this Article 12 unconscionable under applicable state law, then upon adequate proof by the Distributor of a lack of sufficient means to prosecute the claims, Matco will advance Distributor's portion of any arbitration costs, excluding attorney's fees, costs, and expenses, and travel costs. The arbitrator shall have the power to decide whether or not (i) applicable state law would find the cost sharing provision to support a finding of unconscionability under the circumstances; (ii) whether the Distributor has adequately demonstrated financial need; and (3) the power to modify this cost sharing provision if it would otherwise be unenforceable under applicable state law. With the exception of the post-Arbitration award, and subject to applicable law, nothing in this Article 12.10 shall be interpreted to permit an arbitrator to order Matco to pay, at any time, Distributor's (or any party's) attorney fees, costs or expenses, and/or travel costs, and the Distributor agrees that it has no right, claim, or entitlement to have attorney fees, costs, or expenses, and/or travel costs paid by Matco. As may be required by applicable state law, the arbitrator shall award attorneys' fees and costs to the prevailing party.

12.11 **Injunctive Relief**. Nothing herein contained shall bar Matco's or Distributor's right to obtain injunctive relief against threatened conduct, in order to preserve the status quo pending arbitration, that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

12.12 **Severability**. It is the desire and intent of the parties to this Agreement that the provisions of this Article be enforced to the fullest extent permissible under the laws and public policy applied in each jurisdiction in which enforcement is sought. Accordingly, if any part of this Article is adjudicated to be invalid or unenforceable, then this Article will be deemed amended to delete that portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of this Article in the particular jurisdiction in which the adjudication is made. Further, to the extent any provision of this Article is deemed unenforceable by virtue of its scope, the parties to this Agreement agree that the same will, nevertheless be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction where enforcement is sought, and the scope in such a case will be determined by Arbitration as provided herein. However, if the provisions prohibiting classwide or collective arbitration are deemed invalid, then there shall be no obligation to arbitrate any classwide or collective claims.

12.13 **Survival**. The Distributor acknowledges and agrees that this Article 12 shall survive the termination or expiration of this Agreement.

ARTICLE 13
MISCELLANEOUS

13.1 **Waiver**. The failure of Matco to enforce at any time any provision of this Agreement will in no way affect the validity or act as a waiver of this Agreement, or any part, or the right of Matco thereafter to enforce it. In addition, acceptance by Matco of any payments or partial payments due to it under this Agreement shall not be deemed a waiver by Matco of any preceding or succeeding breach by the Distributor of any terms, provisions, covenants, or conditions of this agreement, or other amounts due. The Distributor acknowledges that Matco operates a large and diverse distributorship network and that Matco is not obligated to enforce each distributorship agreement in a uniform manner with respect to the other distributors. No waiver by Us of any noncompliance with or variance from the provisions of this Agreement shall be valid unless in writing and signed by Us.

13.2 **Notices**. Any notice required under this Agreement will be deemed to have been duly given if it is addressed to the party entitled to receive it at the address set forth on the cover page of this Agreement and it is personally served on the party, is sent by pre-paid United States certified mail, return receipt

requested, is sent by a recognized overnight carrier (Federal Express, UPS, Purolator) that requires a signature acknowledging delivery, or by other means which affords the sender evidence of delivery, or of rejected delivery.

13.3 **Governing Law**. Subject to Matco's rights under federal trademark laws and the parties' rights under the Federal Arbitration Act under Article 12 above, this Agreement, and the relationship between the Distributor and Matco and any disputes arising thereunder, will be governed by and construed in accordance with the laws of the State of Ohio, and the procedural and substantive law of Ohio will govern the rights and obligations of and the relationship between the parties irrespective of any conflicts of laws. The parties agree that any state law or regulation applicable to the offer or sale of franchises or business opportunities, or the franchise relationship, will not apply unless the jurisdictional provisions are independently met. The Distributor waives, to the fullest extent permitted by law, the rights and protections provided by any such franchise or business opportunity law or regulation.

13.4 **Severability**. If any term or provision of this Agreement is determined to be void, invalid, or unenforceable, such provision will automatically be voided and will not be part of this Agreement, but the enforceability or validity of the remainder of this Agreement will not be affected thereby.

13.5 **Entire Agreement**. This Agreement, including all exhibits and addenda, supersedes all prior verbal and written agreements between the parties. Subject to our right to modify the Manual (including the Service Standards) and the Business System standards, no change, amendment or modification to this Agreement will be effective unless made in writing and signed by both the Distributor and an officer of Matco. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations Matco made in the Franchise Disclosure Document that Matco furnished to you.

13.6 **Force Majeure**. In addition to Section 6.9 of this Agreement, Matco shall not be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from an event of Force Majeure. Any delay resulting from any of said causes of Force Majeure will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. As used in this Section 13.6, "Force Majeure" means the following events or causes: (a) transportation shortages, or inadequate supply of equipment, supplies, labor, materials or energy, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with any law, ruling, order, regulation, requirement, or instruction of any government or any department or agency thereof; (b) acts of God; (c) fires, strikes, embargoes, war or riot; (d) an extreme weather event; (e) pandemic or similar outbreak of illness; or (f) any other circumstance which is beyond Matco's reasonable control.

ARTICLE 14
ANTI-CORRUPTION AND FOREIGN LAW COMPLIANCE

14.1 **FCPA and Anti-Corruption Obligations**. Matco and its parent company and affiliates adhere to policies that require strict compliance with the FCPA (defined below) and other laws of the United States, and conducts annual audits of their processes and procedures to ensure compliance. Matco expects its franchisees and distributors to adhere to the same high level of compliance and business integrity in the operation of their businesses. The Distributor represents and warrants to Matco that the Distributor shall comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to the Distributor's business activities in connection with this Agreement, and that the Distributor will

take no action that will cause the Distributor or Matco to violate any such laws. Without limiting the foregoing, the Distributor agrees as follows:

14.1.1 The Distributor specifically represents and warrants to Matco that the Distributor and its Principal Owner is familiar with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and that the Distributor shall comply with the FCPA and will take no action that will cause the Distributor or Matco to violate the FCPA.

14.1.2 It is the intent of the Distributor and Matco, and the Distributor represents and warrants to Matco, that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for the Distributor or for Matco, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of the Distributor's activities related in any way to this Agreement, including, without limitation, any payment of money or provision of anything of value to any employee of any customer in order to secure a sale.

14.1.3 Matco may withhold payments under this Agreement, or terminate this Agreement immediately, if it believes, in good faith, that the Distributor has breached the foregoing compliance with the laws and provisions of this Agreement, or caused Matco to violate the FCPA or other applicable laws. Matco shall not be liable to the Distributor for any claim, losses, or damages related to Matco's decision to exercise its rights under this provision.

14.2 **Export Restrictions and Controls**. Products and technical data supplied by Matco are subject to export laws and regulations. The Distributor will comply with all applicable restrictions regarding exports, re-exports and transfers, including obtaining any required U.S. or other country licenses, authorizations, or approvals. The Distributor will inform each of its customers (where the circumstances suggest the customer may be exporting) of applicable restrictions on exports, re-exports, or transfers at the time the Distributor resells or otherwise disposes of any product or technical data supplied by Matco to such customer. The Distributor agrees to maintain controls adequate to comply with applicable export control laws and regulations. The Distributor agrees to certify its compliance with all applicable export control laws and regulations annually in the written form provided by Matco. Matco will exercise commercially reasonable efforts to provide the Distributor with guidance on any export control/licensing requirements applicable to products or technical data provided to the Distributor by Matco on an as- requested basis, but the Distributor remains responsible for ensuring its own compliance with all applicable export control laws.

14.3 **Terrorist and Money Laundering Activities**. The Distributor represents and warrants to Matco that neither the Distributor nor its Principal Owner, either by name or an alias, pseudonym or nickname, is identified on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.treas.gov/offices/enforcement/ofac/). Further, the Distributor represents and warrants that neither of the Distributor nor Principal Owner has violated, and both agree not to violate, any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act (text currently available at

http://www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13224 (text currently available at http://www.treas.gov/offices/enforcement/ ofac/legal/eo/13224.pdf), or any similar law. The foregoing constitutes continuing representations and warranties, and the Distributor and the Principal Owner shall immediately notify Matco in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

ARTICLE 15
REPRESENTATIONS BY THE DISTRIBUTOR

15.1 **Receipt of Completed Agreement and Disclosure Documents**. The Distributor acknowledges that it received Matco's Franchise Disclosure Document at least fourteen (14) calendar days prior to the date this Agreement was signed by the Distributor, and that the Distributor signed the acknowledgement of receipt attached to the Franchise Disclosure Document.

15.2 **Independent Investigation by Distributor**. The Distributor acknowledges that it: has read this Agreement in its entirety; has had full and adequate opportunity to discuss the terms and conditions of this Agreement with legal counsel or other advisors of the Distributor's own choosing, and that Matco has encouraged the Distributor to speak to such counsel or other advisors; has had ample opportunity to investigate the Matco Business System; has had ample opportunity to consult with current Matco distributors; has had ample opportunity to conduct due diligence on the Distributor's List of Calls and the number of Potential Customers included therein; and has had all questions relating to the Distributorship, including those of any advisor, answered to the Distributor's satisfaction. Further, You acknowledge that You have conducted a thorough independent investigation of the business contemplated by this Agreement and recognize that the success of the Distributorship involves substantial business risks and shall depend largely upon Your ability and efforts. We expressly disclaim making, and You acknowledge that You have not received or relied on, any warranty or guaranty, express or implied, as to the potential volume, profits, costs or success of the business contemplated by this Agreement.

15.3 **Truth and Accuracy of Representations**. The Distributor represents and warrants to Matco that all statements, documents, materials, and information, including the application, submitted by the Distributor and the Principal Owner to Matco are true, correct, and complete in all material respects. The Distributor agrees to promptly advise Matco of any material change in the information or statements submitted to Matco. The Distributor acknowledges and understands that Matco has entered into this Agreement in reliance on the statements and information submitted to Matco by the Distributor and the Principal Owner, and that any material breach or inaccuracy is grounds for Matco's termination of this Agreement. For example, Matco has agreed to enter into this Agreement with the Distributor based in part on the Distributor's representation to Matco that the Distributor is a lawfully formed corporation, limited liability company, or other business entity.

15.4 **No Representations**. Except as may be disclosed in Matco's Franchise Disclosure Document, the Distributor has not received from either Matco, or anyone acting on behalf of Matco, any representation of the Distributor's potential sales, income, profit, or loss which may be derived from the Distributorship. The Distributor understands that Matco will not be bound by any unauthorized representations, including those made by other Matco distributors or by lending institutions based on information given to them to assist in their evaluation of Matco's business opportunity.

15.5 **No Warranty of Success**. The Distributor understands that Matco makes no express or implied warranties or representations that the Distributor will achieve any degree of financial or business success in the operation of the Distributorship. While Matco will provide the Distributor with

training, advice, consultation, and the List of Calls and Number of Potential Customers in Exhibit A, success in the operation of the Distributorship depends ultimately on the Distributor's efforts and abilities and on other factors beyond Matco's control, including, but not limited to, economic conditions and competition.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date set forth above. The Distributor further acknowledges that this Agreement will become effective and binding only upon acceptance and execution by Matco in the State of Ohio on the date indicated below (the "Effective Date").

DISTRIBUTOR:	MATCO TOOLS CORPORATION:
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of this Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in this Distributorship Agreement and in the Manual, including, but not limited to, Article 3, Section 5.4, Article 9, Article 10, Article 11, Article 12, and Article 13 of this Distributorship Agreement. Accordingly, the Principal Owner shall enter into the Guarantee, Indemnification, and Acknowledgment attached hereto as Exhibit N.

Principal Owner Name:_____

Signature:_____

Date:_____

APPENDIX D
EXHIBIT A

MATCO TOOLS
LIST OF CALLS AND NUMBER OF POTENTIAL CUSTOMERS

(See attached form)

Exhibit "A"

List of Calls and Number of Potential Customers

Distributor Entity Name: _____ District Manager: _____

Address: _____

Area of Operation: _____

Distributor Number: _____ Date Updated: _____

Distributor Entity Signature: _____ Date: _____ Day Pot. Cust.: _____

Principal Owner Name: _____ Date: _____

Principal Owner Signature: _____ Date: _____

DM Signature: _____ Date: _____ Total Pot. Cust.: _____

Approx Time	Shop Type	Shop Name	Address 1	City	State/ Province	Zip/Postal Code	Telephone	# of Potential Customers

APPENDIX D
EXHIBIT B

INITIAL INVESTMENT RESERVE ACKNOWLEDGMENT

[Note: This exhibit should only be completed if the Distributor is required to pay to Matco an Initial Investment Reserve.]

Amount of the Distributor's Initial Investment Reserve: $_____*

The Initial Investment Reserve is payable by Distributor to Matco on or before: _____

Matco will disburse approximately 50% of the Initial Investment Reserve to the Distributor on or about: _____, and Matco will disburse the remaining balance of the Initial Investment Reserve to the Distributor on or about: _____.

**The amount of the initial costs and expenses that the Distributor will incur in connection with commencing operations of the Distributorship, and operating during an initial start-up period, may exceed the Initial Investment Reserve, and the Initial Investment Reserve is intended only to offset the Distributor's initial expenditures.*

Acknowledged and agreed to by:

DISTRIBUTOR:

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX D
EXHIBIT C

MATCO TOOLS
INSTALLMENT PROMISSORY NOTE
FOR STANDARD INITIAL FINANCING PROGRAM

(See attached form)

Matco Tools Corporation

INSTALLMENT PROMISSORY NOTE

APPENDIX D
EXHIBIT C

(Address)
(Debtor's City and State)

$ (Amount)
(Principal Amount)

FOR VALUE RECEIVED, the undersigned promises to pay without defalcation or set off to the order of Matco Tools Corporation, a Delaware Corporation ("MATCO"), located at 4403 Allen Road, Stow, Ohio 44224, in lawful money of the United States of America, the amount of _____ Dollars ($ (Amount)), together with interest thereon at an annual rate of Percent ((Rate) %) on the successive unpaid balances of said principal amount in Five-Hundred-Twenty (520) successive weekly installments of _____ Dollars ($ _____), commencing on _____, _____. On _____, _____, the entire remaining principal balance, plus any accrued and unpaid interest will be due and payable.

Interest at the rate specified herein shall continue to accrue and shall be payable to the holder hereof on any overdue and unpaid balances of the principal amount or installments thereof until such overdue amounts are paid in full, whether at or after the maturity hereof. The undersigned shall have the right to prepay the entire principal amount plus interest then accrued thereon at any time without notice or penalty.

The undersigned shall be in default under this Note upon the happening of any of the following events or conditions:

(a) Any installment of principal or interest on this Note is not paid when due or upon demand as aforesaid;

(b) The failure of the undersigned to pay its debts as they mature, or the occurrence of any event which results in the acceleration of the maturity of the indebtedness of the undersigned to others under any indenture, agreement, or undertaking;

(c) The cancellation of or default by the undersigned under that certain Distributorship Agreement, between Matco and the undersigned or any other agreement, note, lease, or contract between the undersigned and Matco or any subsidiary or affiliate of Matco, or the failure of the undersigned to perform any other obligation of the undersigned to Matco or any subsidiary or affiliate of Matco;

(d) The dissolution, termination of existence, 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 proceedings under any bankruptcy or insolvency laws by or against, the undersigned or any guarantor of surety for the undersigned (including the Principal Owner).

(e) The failure of the undersigned to (i) have this note fully collateralized at all times or, (ii) provide evidence of full collateralization in the form of a physical inventory upon Matco's request. For the purposes of this subsection (e), "fully collateralized" shall mean collateral in an amount equal to not less than the total amount of debt owed by Debtor to MATCO under this Note, as well as any other notes or financing arrangements, or obligations otherwise owed.

Upon default hereunder, the entire principal amount unpaid hereon, with interest then accrued, shall, at the option of any holder hereof, at once become due and payable without demand, or notice, demand and notice being hereby expressly waived, and such amounts of principal thereby declared to be due and payable shall thereafter continue to bear interest at the rate specified herein until all such amounts of principal plus interest accrued hereunder shall have been paid in full. Payments made hereon shall first be applied to payment of interest then accrued and then to the principal amount which remains unpaid.

The makers, endorsers and all guarantors of this Note jointly and severally waive demand, protest, presentment, notice of protest and non-payment or dishonor, and also waive any and all defenses on the grounds of any extensions or partial payments which may be granted or accepted by the holder before or after maturity of this Note or any installment hereof. Any rights or remedies conferred herein or by law upon any holder shall be cumulative and not exclusive and may be exercised at the option of the holder, either concurrently or consecutively.

Should legal action or an attorney at law be utilized to collect any amount due hereunder, the undersigned promises to pay all costs of collection. Including reasonable attorney's fees, incurred by Matco, any agent of Matco or affiliates thereof, or any other holder.

The undersigned, if more than one, shall be jointly and severally liable hereon. This note is governed by Ohio law.

x _____
Debtor (Distributor Entity Name): (Name)

By: _____

Name: _____

Title: _____

Date: _____

x _____
Debtor's Principal Owner and Guarantor:

By: _____

Name: _____

Date: _____

Additional Guarantor:

By: _____

Name: _____

Date: _____

Debtor's Address:

_____
(Street)

_____
(City) (State) (Zip)

IN CONSIDERATION OF ONE DOLLAR, receipt of which is acknowledged, and of the credit given or discount, loan or extension of time made by or upon the within note, the undersigned (if more than one jointly and severally) hereby unconditionally guarantee to the holder the payment thereof whenever due, in whole or in part, agree that no release of security therefor shall impair or be a defense to this guaranty and hereby consent that from time to time, without notice to the undersigned, payment of said note be extended in whole or part. The signature or signatures of the undersigned hereto is or are intended as an endorsement of the within instrument as will as the execution of the foregoing guaranty by each of the undersigned, who hereby respectively waive presentment, demand or payment, protest, and notice of non-payment and of protest.

_____

_____

REVOLVING LINE OF CREDIT AGREEMENT

This Revolving Line of Credit Agreement (the "AGREEMENT") is made and entered into in this _____ day of _____, _____, by and between Matco Tools Corporation ("MATCO"), and _____(Name)_____ ("DISTRIBUTOR").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

LINE OF CREDIT

Matco hereby establishes for a period extending to the (Day) day of _____, _____ (the "MATURITY DATE"), a line of credit (the "CREDIT LINE") for Distributor in the principal amount of _____ Dollars ($ (Amount).00) (the "CREDIT LIMIT"). In connection herewith, Distributor shall execute and deliver to Matco a Promissory Note in the amount of the Credit Limit and in form and content satisfactory to Matco. All sums advanced on the Credit Line or pursuant to the terms of this Agreement (each an "ADVANCE") shall become part of the principal of said Promissory Note.

ADVANCES

Any request for an Advance may be made from time to time and in such amounts as Distributor may choose; provided, however, any requested Advance will not, when added to the outstanding principal balance of all previous Advances, exceed the Credit Limit. Requests for Advances may be made orally or in writing by Distributor. Matco will credit the amount of any requested Advance to Distributor's OPA account with Matco. Matco may refuse to make any requested Advance if an event of default has occurred and is continuing hereunder either at the time the request is given or the date the Advance is to be made, or if an event has occurred or condition exists which, with the giving of notice or passing of time or both, would constitute an event of default hereunder as of such dates.

This Revolving Line of Credit Agreement is unconditionally cancellable meaning Matco may at any time, for any reason or no reason at all, suspend or terminate any obligation it may have hereunder to make additional Advances to Distributor under this Agreement. Should Matco exercise this right to cancel any further Advances, it will have no affect on Distributor's obligation to make payments per the terms of the Agreement on the remaining balance due on the Line of Credit.

The funds from the Advances will be used by the Distributor for purchasing TP and inventory in connection with the operations of the Matco Tools Distributorship.

INTEREST

All sums advanced pursuant to this Agreement shall bear interest from the date each Advance is made until paid in full. The rate of interest will be (Int) % per annum, simple interest (the "EFFECTIVE RATE").

REPAYMENT

Distributor shall pay one and one half percent (1.5%) of the balance due, plus accrued interest on the outstanding principal balance on a monthly basis commencing on the (Day) day of _____, _____, and continuing on the fifteenth day of each month thereafter. The entire unpaid principal balance, together with any accrued interest and other unpaid charges or fees hereunder, shall be due and payable on the Maturity Date. All payments shall be made to Matco at such place as Matco may, from time to time, designate. All payments received hereunder shall be applied, first, to any costs or expenses incurred by Matco in collecting such payment or to any other unpaid charges or expenses due hereunder; second, to accrued interest; and third, to principal. Distributor may prepay principal at any time without penalty.

REPRESENTATIONS AND WARRANTIES

In order to induce Matco to enter into this Agreement and to make the advances provided for herein, Distributor represents and warrants to Matco as follows:

Distributor is a duly organized, validly existing, and in good standing under the laws of the State of _____ with the power to own its assets and to transact business in the State of _____, and in such other states where its business in conducted.

Distributor has the authority and power to execute and deliver any document required hereunder and to perform any condition or obligation imposed under the terms of such documents.

The execution, delivery and performance of this Agreement and each document incident hereto will not violate any provision of any applicable law, regulation, order, judgment, decree, article of incorporation, by-law, indenture, contract, agreement, or other undertaking

to which Distributor is a party, or which purports to be binding on Distributor or its assets and will not result in the creation or imposition of a lien on any of its assets.

There is no action, suit, investigation, or proceeding pending or, to the knowledge of Distributor, threatened, against or affecting Distributor or any of its assets which, if adversely determined, would have a material adverse effect on the financial condition of Distributor or the operation of its business.

EVENTS OF DEFAULT

An event of default will occur if any of the following events occurs:

Failure to pay any principal or interest hereunder within ten (10) days after the same becomes due.

Any representation or warranty made by Distributor in this Agreement or in connection with any borrowing or request for an Advance hereunder, or in any certificate, financial statement, or other statement furnished by Distributor to Matco is untrue in any material respect at the time when made.

Default by Distributor in the observance or performance of any other material term contained in this Agreement, the Promissory Note or the Distributorship Agreement, other than a default constituting a separate and distinct event of default under this Paragraph.

Filing by Distributor or any guarantor or surety for Distributor (including Distributor's Principal Owner) of a voluntary petition in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended or under any other insolvency act or law, state or federal, now or hereafter existing.

Filing of an involuntary petition against Distributor or any guarantor or surety for Distributor (including Distributor's Principal Owner) in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, and the continuance thereof for sixty (60) days un-dismissed, un-bonded, or undischarged.

REMEDIES

Upon the occurrence of an event of default as defined above, Matco may declare the entire unpaid principal balance, together with accrued interest thereon, to be immediately due and payable without presentment, demand, protest, or other notice of any kind. Matco may suspend or terminate any obligation it may have hereunder to make additional Advances. To the extent permitted by law, Distributor waives any rights to presentment, demand, protest, or notice of any kind in connection with this Agreement. No failure or delay on the part of Matco in exercising any right, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided at law or in equity. Distributor agrees to pay all costs of collection incurred by reason of the default, including court costs and reasonable attorney's fees.

NOTICE

Any written notice will be deemed effective on the date such notice is placed, first class, postage prepaid, in the United States mail, addressed to the party to which notice is being given as follows:

Matco Tools
4403 Allen Road
Stow, Ohio 44224
Attention: Juli Foust

Distributor: (Name) _____
(Address) _____
(Address) _____
(ST) (Zip) _____

GENERAL PROVISIONS

The financial terms of this Agreement are subject to change by Matco upon ninety (90) written notice to Distributor. All representations and warranties made in this Agreement and the Promissory Note and in any certificate delivered pursuant thereto shall survive the execution and delivery of this Agreement and the making of any loans hereunder. This Agreement will be binding upon and inure to the benefit of Distributor and Matco, their respective successors and assigns, except that Distributor may not assign or transfer its rights or delegate its duties hereunder without the prior written consent of Matco. This Agreement, the Promissory Note, and all documents and instruments associated herewith will be governed by and construed and interpreted in accordance with the laws of the

State of Ohio. Time is of the essence hereof. This Agreement will be deemed to express, embody, and supersede any previous understanding, agreements, or commitments, whether written or oral, between the parties with respect to the general subject matter hereof. This Agreement may not be amended or modified except in writing signed by the parties.

EXECUTED on the day and year first written above.

DISTRIBUTOR:

By: _____

Name: _____

Title: _____

Date: _____

MATCO TOOLS CORPORATION:

By: _____

Name: _____

Title: _____

Date: _____

Distributors Principal Owner and Guarantor:

By: _____

Name: _____

Title: _____

Date: _____

Additional Guarantor:

By: _____

Name: _____

Date: _____

Debtor's Address:

_____

_____

_____

Matco Tools Corporation

PROMISSORY NOTE

Stow, Ohio

$ (Amount) .00

_____, _____

This Promissory Note (the "NOTE") is made and executed as of the date referred to above, by and between (Name) ("DISTRIBUTOR"), and Matco Tools Corporation ("MATCO"). By this Note, the Distributor promises and agrees to pay to the order of Matco, at 4403 Allen Road Stow, Ohio 44224, or at such other place as Matco may designate in writing, the principal sum of _____ and 00/100 Dollars ($(Amount).00), or the aggregate unpaid principal amount of all advances made by Matco to Distributor pursuant to the terms of a Line of Credit Agreement (the "LOAN AGREEMENT") of even date herewith, whichever is less, together with interest thereon from the date each advance is made until paid in full, both before and after judgment, at the rate of _____% percent (Ten Point Two-Four Percent) per annum, simple interest.

Distributor shall pay accrued interest on the outstanding principal balance under the Note on a monthly basis commencing on (Day), _____, _, and continuing on the fifteenth day of each month thereafter until paid in full. The entire unpaid principal balance, together with any accrued interest and other unpaid charges or fees hereunder, shall be due and payable on (Day) , _____ (the "MATURITY DATE").

Prepayment in whole or part may occur at any time hereunder without penalty; provided that the Matco shall be provided with not less than Ten (10) days' notice of the Distributor's intent to pre-pay; and provided further that any such partial prepayment shall not operate to postpone or suspend the obligation to make, and shall not have the effect of altering the time for payment of the remaining balance of the Note as provided for above, unless and until the entire obligation is paid in full. All payments received hereunder shall be applied, first, to any costs or expenses incurred by Matco in collecting such payment or to any other unpaid charges or expenses due hereunder; second, to accrued interest; and third, to principal.

An event of default will occur if any of the following events occurs: (a) failure to pay any principal or interest hereunder within ten (10) days after the same becomes due; (b) if any representation or warranty made by Distributor in the Loan Agreement or in connection with any borrowing or request for an advance thereunder, or in any certificate, financial statement, or other statement furnished by Distributor to Matco is untrue in any material respect at the time when made; (c) default by Distributor in the observance or performance of any other covenant in the Distributorship Agreement or in the Loan Agreement, other than a default constituting a separate and distinct event of default under Events of Default section of the Loan Agreement; (d) filing by Distributor of a voluntary petition in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended or under any other insolvency act or law, state or federal, now or hereafter existing; or (e) filing of an involuntary petition against Distributor or any guarantor or surety for Distributor (including Distributor's Principal Owner) in bankruptcy seeking reorganization, arrangement or readjustment of debts, or any other relief under the Bankruptcy Code as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, and the continuance thereof for sixty (60) days un-dismissed, un-bonded, or undischarged.

Any notice or demand to be given to the parties hereunder shall be deemed to have been given to and received by them and shall be effective when personally delivered or when deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid, and addressed to the party at his or its last known address, or at such other address as the one of the parties may hereafter designate in writing to the other party.

The Distributor hereof waives presentment for payment, protest, demand, notice of protest, notice of dishonor, and notice of nonpayment, and expressly agrees that this Note or any payment hereunder, may be extended from time to time by the Matco without in any way affecting its liability hereunder.

In the event any payment under this Note is not made at the time and in the manner required, the Distributor agrees to pay any and all costs and expenses which may be incurred by the Matco hereof in connection with the enforcement of any of its rights under this Note or under any such other instrument, including court costs and reasonable attorneys' fees.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

DISTRIBUTOR:	MATCO TOOLS CORPORATION:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Distributor's Principal Owner and Guarantor:

By: _____

Name: _____

Title: _____

Date: _____

Additional Guarantor:

By: _____

Name: _____

Date: _____

Debtor's Address:

_____

_____

APPENDIX D
EXHIBIT D

MATCO TOOLS
SECURITY AGREEMENT

(See attached form)

SECURITY AGREEMENT

APPENDIX D
EXHIBIT D

SECURITY AGREEMENT between MATCO TOOLS CORPORATION, a Delaware Corporation, with its offices located at 4403 Allen Road, Stow, Ohio 44224, ("Secured Party") and _____ a _____ organized in _____ and having offices at _____ _____ ("Debtor").

1. CREATION OF SECURITY INTEREST. In consideration of Secured Party extending credit and/or financing facilities to Debtor, Debtor hereby grants to Secured Party a security interest in the Collateral described in Section 2 to secure all Debtor's present and future debts, obligations and liabilities of whatever nature accruing under the Matco Tools Distributorship Agreement signed by the parties on _____, _____, if any, any note or notes of Debtor, direct or indirect, absolute or contingent, due or to become due, whether now existing or hereafter arising, together with applicable interest thereon ("Obligations"), to Secured Party. This Agreement shall not be rendered void by the fact that as of any particular date there are no outstanding secured obligations, and no commitment by Secured Party to make advances. If at such time additional future advances are contemplated by the parties hereto, or any of them, this Agreement shall, if otherwise valid, continue in force and effect, insofar as concerns, and stand as security for, any indebtedness, liabilities and obligations of Debtor to Secured Party, incurred as arising prior to the filing of record of a termination statement with respect hereto, as required by law, Debtor hereby instructs the Secured Party not to file a termination statement until requested to do so by Debtor in writing.

2. COLLATERAL. The collateral subject to this Security Agreement ("the Collateral") is Debtor's inventory of all tools, and equipment, including attachments, accessories, and replacement parts therefore, now owned or hereafter acquired by Debtor, all products derived there from, and all cash and non-cash proceeds, notes, instruments, chattel paper, contract rights, general intangibles and accounts receivable together with all proceeds arising there from, whether as a result of the sale exchange, collection or other disposition of any of the Collateral, or otherwise. The Collateral is more specifically described in Debtor's purchase orders, invoices, periodic inventories, and books and records of account, as and when executed, which are by reference made a part hereof.

3. DEBTOR'S WARRANTIES AND COVENANTS. Debtor covenants and warrants:

(a) Ownership-except for the security interest hereby granted, Debtor has, or in acquisition will have, full fee simple title to the Collateral, free of any adverse encumbrances, liens, or security interests, and that Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Location of Collateral-the Collateral will be kept at the address(es) of Debtor shown herein.

(c) Change of Addresses-Debtor shall immediately advise Secured Party in writing of any change or discontinuance in any of such address(es).

(d) No Other Financing Statement-which no other Financing Statement covering any of the Collateral is on file in any public office, with the exception of the following lien by none by Matco.

(e) Maintenance of Collateral-that Debtor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances, and security interests (other than Secured Party's security interests); defend it against all claims and legal proceedings by persons other than Secured Party; pay and discharge when due all taxes, license fees, levies, and other charges upon it; not sell, lease, or otherwise dispose of it or permit it to become an accession to other goods except in the ordinary course of business, or as specifically authorized in writing by Secured Party; not permit it to be, used in violation of any applicable law, regulation, or policy of insurance. Loss of or damage to the collateral shall not release Debtor from any of the OBLIGATIONS.

(f) Insurance of Collateral-that Debtor will have and maintain insurance at all times with respect to all Collateral against risks of fire (included extended coverage), theft and other casualty, with reputable insurance companies; such insurance to be payable to Secured Party and Debtor as their interests may appear.

(g) Proceeds of Notes-in the event that any of the Collateral is being or shall be acquired with the proceeds disbursed by Secured Party of a note or notes, Debtor shall use such proceeds solely for acquisition of Collateral and shall not mingle such proceeds with Debtors other assets nor divert such proceeds for any other purpose whatever.

4. FINANCING STATEMENT. At the request of the Secured Party, Debtor will join in executing, or will execute, all necessary financing statements and any other documents deemed necessary by Secured Party and pay the cost of filing such statements or other documents.

5. PERSONS BOUND. This Agreement benefits Secured Party, its successors and assigns, and binds the Debtor(s) and their respective heirs, personal representatives, successors, and assigns.

6. PAYMENT. Payment for all OBLIGATIONS shall be made in accordance with the terms of the Agreement under which they accrued. Interest on all OBLIGATIONS shall accrue from the date the OBLIGATION was incurred until payment in full by Debtor at the rate published by Secured Party from time to time.

7. POSSESSION OF COLLATERAL. Until default Debtor may have possession of the Collateral and use or sell it in the ordinary course of Debtor's business, in any lawful manner not inconsistent with this Agreement.

8. INSPECTION OF COLLATERAL. Secured Party is authorized to examine and inspect the Collateral wherever located at any reasonable time or times, and Debtor shall assist Secured Party in making such inspection.

9. REQUIRED REPORTS. Debtor will provide necessary business reports as requested by Secured Party field and/or Corporate Management.

10. MAINTENANCE OF SECURITY INTEREST. Debtor shall pay all expenses and, upon request, take any action reasonably deemed advisable by Secured Party to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate, or enforce Secured Party's interest in it or rights under this Agreement.

11. AUTHORITY OF SECURED PARTY TO PERFORM FOR DEBTOR. If Debtor breaches or fails to perform, as when required, any provision of this Agreement or the OBLIGATIONS, Secured Party is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the OBLIGATIONS secured by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Secured Party at Secured Party. At the rate published from time to time by Secured Party.

12. DEFAULT. Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

(a) Assembling Collateral-Secured Party may require Debtor to assemble the Collateral and to make it available to Secured Party at any convenient place designed by Secured Party.

(b) Notice of Disposition- Written notice, when required by law, sent to any address of Debtor in this Agreement at least ten calendar days (counting the day of the sending) before the date of a proposed disposition of the Collateral is reasonable notice.

(c) Expenses and Application Proceeds-Debtor shall reimburse Secured Party for any expense incurred by Secured Party in protecting or enforcing its rights under this Agreement, including without limitation reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition, and disposing of the Collateral. After deduction of such expenses, Secured Party may apply the proceeds of disposition to the OBLIGATIONS in such order and amounts as it elects.

(d) Loss, theft, damage, destruction, sale except in the ordinary course of business, or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;

(e) Death, dissolution, termination of existence, 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 proceedings under any bankruptcy or insolvency laws by or against, Debtor or any guarantor or surety for Debtor (including Debtor's Principal Owner).

(f) The failure of the undersigned to (i) have this note fully collateralized at all times or, (ii) provide evidence of full collateralization in the from of a physical inventory upon Matco's request.

13. DEBTOR'S DEFAULT. Upon default hereunder or cancellation of the Matco Tools Distributorship Agreement between the parties, if any, or default by Debtor under said Agreement, all the OBLIGATIONS shall at the option of the Secured Party and without any notice or demand, become immediately due and payable; and Secured Party shall have all rights and remedies for default provided by the Uniform Commercial Code, as enacted in the State of Ohio, as well as any other applicable law. With respect to such rights and remedies:

(a) Assembling Collateral-Secured Party may require Debtor to assemble the Collateral and to make it available to Secured Party at any convenient place designed by Secured Party.

(b) Notice of Disposition- Written notice, when required by law, sent to any address of Debtor in this Agreement at least ten calendar days (counting the day of the sending) before the date of a proposed disposition of the Collateral is reasonable notice.

(c) Expenses and Application Proceeds-Debtor shall reimburse Secured Party for any expense incurred by Secured Party in protecting or enforcing its rights under this Agreement, including without limitation reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition, and disposing of the Collateral. After deduction of such expenses, Secured Party may apply the proceeds of disposition to the OBLIGATIONS in such order and amounts as it elects.

(d) Waiver-Secured Party may permit Debtor to remedy any default without waiving the default so remedied, and Secured Party may waive any default without waiving any other subsequent or prior default by Debtor, or the same default at a later date.

14. NON-LIABILITY OF SECURED PARTY. Secured Party has no duty to protect or dispose of the Collateral. Debtor releases Secured Party from any liability for any act or omission relating to the OBLIGATIONS, the Collateral, of this Agreement; except Secured Party's willful misconduct.

15. DEALERSHIP AGREEMENT. The terms of the current Matco Tools Distributorship Agreement between the parties, if any, are hereby incorporated by reference and shall be part of this Security Agreement unless otherwise provided. No provisions herein shall amend the Matco Tools Distributorship Agreement or guarantee its continuance or renewal; and, likewise, no term therein shall be deemed to modify or amend the terms hereof. In the case of any conflict or ambiguity between the terms of the Matco Tools Distributorship Agreement and this Agreement, the terms of this Agreement shall control.

16. MISCELLANEOUS. This Security Agreement shall be governed by the Uniform Commercial Code and other applicable laws of the State of Ohio, other than the law on conflicts of law of such State. The terms of this Agreement are severable; in the event one or more terms hereof are finally declared by law or by any court of competent jurisdiction to be legally void, unenforceable, unconscionable or illegal, the remainder of this Agreement shall continue to be valid and shall be interpreted and enforced as if the offending term had not appeared herein. This Agreement, together with any document containing terms incorporated herein or referred to hereby, shall constitute the entire Agreement between Debtor and Secured Party as to the subject matter hereof. This Agreement shall become effective when signed by the Debtor. Secured Party may sell or assign this Agreement to any person or corporation without prior notice to or consent of Debtor, and Debtor agrees to perform under this Agreement for the benefit of such purchaser or assignee from Secured Party to the same extent as for Secured Party.

MATCO TOOLS CORPORATION

Signed by Debtor on _____, _____

BY _____

Juli Foust
Senior Director, Financial Services

Debtor: _____

By: _____

Name: _____

Title: _____

Date: _____

Additional Guarantor (which may be Principal Owner's spouse): If Principal Owner has a spouse, her or his spouse must sign below and serve as a Guarantor.

Debtor's Principal Owner and Guarantor:

By: _____ By: _____

Name : _____ Name: _____

Date: _____ Date: _____

All additional addresses of Debtor at which Collateral will be kept are:

Street: _____ Street: _____

City: _____ City: _____

County: _____ County: _____

State: _____ State: _____

ASSIGNMENT

For value received, the undersigned Security Party hereby assigns this Security Agreement to _____ _____ hereafter called "Assignee", its successors and assigns and hereby transfers title to the property described in said Security Agreement to said Assignee, and warrants that the facts set forth in the Security Agreement are true, that said property is free of all liens and encumbrances of whatever nature or kind except the lien and encumbrance created by this Security Agreement; that said Security Agreement is genuine and in all things what it purports to be and that the undersigned has title to said property and has a right to transfer title thereto; that the property described in said Security Agreement was sold to the Debtor in a bona fide time sale transaction; that all parties to the Security Agreement had capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any fact which impairs the validity of said Security Agreement or renders it less valuable or valueless. If any of the warranties herein contained are untrue, the undersigned will purchase on demand this Security Agreement for the balance remaining unpaid thereon.

This _____ day of _____, 20_____

By _____

Title

APPENDIX D
EXHIBIT E

MATCO TOOLS
DISTRIBUTOR'S PURCHASE-SECURITY AGREEMENT CREDIT ASSIGNMENT AGREEMENT

(See attached form)

MATCO TOOLS

DISTRIBUTOR'S PURCHASE-SECURITY AGREEMENT
CREDIT ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into at Stow, Ohio, this _____ day of _____, _____ by and between MATCO TOOLS CORPORATION, a Delaware Corporation (herein referred to as "Assignee"), and _____ [Distributor Entity Name], a _____ [Type of Entity] organized in _____ [State of Formation] and having offices at _____ (herein referred to as "Distributor").

WITNESSETH, That

WHEREAS, Distributor is and has been serving as an independent owner of a franchised Matco Tools distributorship, pursuant to Distributor's Distributorship Agreement with MATCO TOOLS CORPORATION (herein referred to as "MATCO TOOLS"), and Distributor's franchised distributorship engages in the solicitation for sale and sale of MATCO tools and related equipment to professional mechanics; and

WHEREAS, Assignee is willing to provide financing for certain of such purchases, provided Distributor agrees to and complies with the terms and conditions contained in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. From time to time after the date hereof, Distributor shall present in electronic format to Assignee for purchase executed credit documents and related materials, in form and substance satisfactory to Assignee, providing for the assignment to Assignee of rights to collection of amounts payable representing the time purchase balance due in connection with the sale by Distributor of tools, equipment and/or related products purchased from MATCO TOOLS. Upon receipt of such documents and materials, it shall be within the sole discretion of Assignee whether or not to purchase the same, and nothing herein shall be construed as imposing any obligation upon Assignee to make any purchases from Distributor.

2. The purchase price to be paid to the Distributor by Assignee for credit documents accepted for assignment shall be determined by Assignee in its sole discretion, such price will be adjusted periodically and never be less than eighty-five percent (85%) of the net cash price (principal amount of purchase included in the credit document being accepted by Assignee not including amounts previously assigned) thereof unless otherwise specified by MATCO TOOLS. Upon acceptance of any such documents, payment shall be effected by Assignee arranging for immediate credit against Distributor's purchase account with MATCO (amounts due MATCO in the ordinary course of business, exclusive of amounts outstanding under notes or other credit documents provided under other debt agreements between Distributor and MATCO) and a confirming document will be forwarded to Distributor.

3. Distributor hereby warrants and represents to and agrees with Assignee as follows:

(a) All credit documents presented to Assignee for assignment hereunder shall be full, correct, complete and genuine, and shall be fully and properly executed, shall accurately and truthfully describe the date(s) of purchase, items purchased and purchase price(s) charged and shall not have been offered previously to any other financial institution or other entity for purchase or as collateral against advances;

(b) All credit documents presented to Assignee for assignment hereunder shall relate to and arise from the sale of MATCO TOOLS, equipment and/or related products sold and to be utilized primarily for the Commercial conduct of trade or business of the customer executing such document and in no event shall any such credit documents have arisen from or relate to any sales of products for primarily personal family or household purposes, or sales of products marketed by any entity other than MATCO;

(c) Without prior written consent of the Assignee, Distributor shall in no event nor at anytime prior to or after a sale of products, modify the terms of any instrument purchased by Assignee;

(d) Distributor shall at all times, as an independent contractor, operate in its business entity and be solely answerable for the costs and expenses, consequences and damages arising out of the conduct of its business as a distributor for MATCO;

(e) Distributor shall at all times comply with the procedures from time to time established by Assignee with respect to credit limits, handling of credit documents and other activities related to financing of sales of MATCO products as contemplated hereunder;

(f) The Distributor shall assist Assignee in making repossessions if and when requested to do so by Assignee provided repossession can be effected without Breach of Peace;

(g) It is mutually agreed that, upon Assignee's request to make a particular repossession and upon Distributor assisting in such repossession, Distributor may be required to purchase the repossessed merchandise from Assignee or otherwise assist in the resale of the repossessed merchandise. The purchase or resale price of the repossessed product(s) and terms of such purchase or resale transactions shall be determined pursuant to MATCO's Repossession Policy, as same may be revised from time to time,.

(h) Distributor agrees that upon termination or suspension of this Agreement to accept reassignment by Assignee to Distributor of any and all contracts previously purchased during the ninety (90) day period immediately prior to termination of this Agreement. Distributor hereby agrees to accept such assignment without set-off or deduction and authorizes Assignee to debit Distributor's purchase account in an amount equal to the amounts due on the reassigned documents;

In the event that a replacement Distributor, who agrees to service the above referenced accounts, is available, then MATCO will offer to re-purchase such serviced accounts at the principle value then outstanding. MATCO will make a good faith effort to locate a Distributor to service any reassigned accounts per the conditions of this paragraph with the intention to repurchase such accounts;

(i) Distributor agrees that at such time that it is no longer acting as an independent Distributor for MATCO TOOLS to assist in the orderly transfer of accounts not subject to the conditions of paragraph (h) to Assignee, and to assist in the verification of all outstanding balances of assigned accounts prior to settlement of all accounts with MATCO TOOLS;

(j) Distributor agrees to collect and timely remit to Assignee amounts payable representing the time purchase balance due in connection with the sale by Distributor of tools, equipment and/or related products purchased from MATCO TOOLS and financed pursuant to this Agreement; and

(k) Distributor agrees to service all MATCO TOOLS P.S.A. Accounts indicated on its List Of Calls and Number of Potential Customers List whether the original contract was written by Distributor or not.

(l) Distributor agrees that it shall not present credit documents to Assignee for assignment hereunder related to and arising from the sale of MATCO TOOLS, equipment and/or related products: (a) sold to a customer not located in Distributor's List of Calls and Number of Potential Customers, or (b) with knowledge of any existing risk related to the recovery of the assigned debt under such credit documents, such as knowledge that the accounts are likely to default due to upcoming customer employment changes, moves, or other known factors; and if found to have done so, will be subject to Assignee's remedy in 4(b) below.

(m) In the event that Distributor requests that MATCO TOOLS undertake Distributor's obligations to collect payment of moneys owed by customers of Distributor for Products sold by Distributor to such customers, to which this Agreement applies, and if MATCO TOOLS agrees to undertake such collection activities, or if Distributor fails to pursue collections from customers and MATCO TOOLS chooses to undertake collection activities that Distributor fails or refuses to do, Distributor agrees that MATCO TOOLS may assess a collection fee in the amount set forth in MATCO TOOLS's then current policies and guidelines, which may be changed by MATCO TOOLS in writing from time to time. As of March 1, 2025, the collection fee for such activities performed by MATCO TOOLS shall be an amount equal to between five percent (5%) and ten percent (10%) of the amount collected by MATCO TOOLS, and if MATCO determines to assess such fee, the fee will be charged to Distributor's Open Purchase Account. MATCO TOOLS shall notify Distributor if it intends to assess such fee, and the specific collection fee percentage, prior to undertaking the collection actions described herein.

4. Upon acceptance of the credit documents hereunder, Assignee hereby releases Distributor from all liability for said credit documents except as provided in Paragraph 3; subject, however, to the following terms and conditions:

(a) Upon failure by Distributor to remit payments or other funds collected on behalf of Assignee, pursuant to Paragraph 3 (d) above, Distributor hereby authorizes Assignee and MATCO to debit Distributor's Purchase Account with MATCO in an amount or amounts equal to the sums collected but not remitted. In addition, MATCO may charge Distributor an administrative fee (currently set at $25 per occurrence, per contract) for delinquent, insufficient payments or inaccurate reporting as consideration for MATCO's time and efforts in collecting monies, additional correspondence with Distributor, credit bureaus and others, and administrative time and costs to correct data. Any amounts not remitted by Distributor within 10 days of their collection shall be deemed funds not promptly remitted and subject to this provision and any other payment obligations;

(b) Any documents, notes, agreements or other contracts assigned by Distributor to Assignee pursuant to this Agreement which are found to be arising from the sale of MATCO TOOLS, equipment and/or related products sold to a customer not located in Distributor's List of Calls and Number of Potential Customers or are later shown or alleged to be, in whole or in part, altered, amended, modified, forged, or not genuine, accurate, or in compliance with the terms of this Agreement in any respect, shall be immediately reassigned by Assignee to Distributor and upon such reassignment Distributor hereby agrees to accept such assignment and immediately, without set-off or deduction of any kind, agrees to pay Assignee the full amount of any principal balance then outstanding thereon plus interest, and other charges accrued thereon to the date of such reassignment. Upon failure by Distributor to pay Assignee as stated above upon any reassignment of documents within 10 days of the date of reassignment, Distributor hereby authorizes Assignee and MATCO to debit Distributor's Purchase Account in an amount equal to the amounts due on the reassigned documents. This Paragraph (b) shall not apply in the case when Assignee has, by its own action, or with its written consent, been a party to an amendment or modification of any document, note, agreement or other contract; and

(c) Distributor shall not, without prior written consent of Assignee, release any security interest in goods subject to documents assigned to Assignee hereunder, modify or substitute collateral specified in any such documents, consent to or accept return of any goods or collateral subject to or covered by any of the assigned documents or effect repossession of any such goods or collateral. Any of the foregoing actions on the part of Distributor, without the written consent of Assignee, shall be deemed to be an alteration of the documents pursuant of Paragraph 4 (b) above.

5. In the event Distributor desires to include portions or all of an unpaid balance owing to Distributor by a particular customer with new purchases by the customer, and assign all such amounts to Assignee pursuant to this Agreement, such a proposal will be considered, provided the total net cash price of new purchases will equal or exceed minimum amounts as may be required under the policies of the Assignee. If Distributor desires to make such a proposal, it shall do so in writing, including therewith a completed credit application, as may be required by the Assignee, on the customer and a copy of the customer's ledger sheet showing charges, credits, total owing, and payment records, and such other information relating to the customer or transactions as Assignee may reasonably request. The decision on acceptance of the proposal shall be within the sole discretion of Assignee.

6. Should Distributor present documents to Assignee for assignment hereunder which are not correct, truthful, accurate and genuine, Assignee may, at Assignee's sole discretion, in addition to all other remedies within this Agreement, temporarily or permanently suspend Distributor from participation in the Matco Tools PSA Program. In addition, a penalty fee of up to 3% of the total amount financed will be assessed.

7. The liability of Distributor hereunder shall not be affected by any settlement, extension, forbearance or variation in terms which Assignee may grant in connection with any credit documents acquired hereunder or by the discharge or release of the obligations of the account debtor by operation of law or otherwise. Assignee makes no representation or warranty to Distributor concerning the validity, enforceability or sufficiency of any credit documents and/or other materials furnished to Distributor by Assignee.

8. This Agreement may be terminated at any time by Distributor or Assignee by written notice, but such termination shall not affect the respective rights and obligations of either party as to credit documents theretofore purchased by Assignee.

9. It being anticipated that Distributor and/or other parties to credit assignment agreements with Assignee may assign to Assignee credit documents covering sales to a particular customer which occurred on more than one occasion, it is understood

and agreed that, unless otherwise agreed in writing between Assignee and Distributor or required by law, payments received from such a customer will be applied against the respective payment obligations of the customer in a manner such that all current and past due obligations under the documents bearing the earliest date will be treated as satisfied first, all current and past due obligations under the documents bearing the next-earliest date will be treated as satisfied next, and so-on, with the current and past due obligations under the documents bearing the most recent date being treated as satisfied only after current and past due obligations under documents bearing earlier dates have been satisfied.

10. This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and the same shall be amended or modified only by written agreement specifically referring hereto. None of the provisions hereof shall be deemed to in anyway limit such rights as either party hereto may have by statute or at law or in equity as against the other party, and any remedies provided for herein shall be in addition to and not exclusive of any other remedy available by statute or under principles of common law of equity and such remedies may be exercised by either party consecutively or concurrently and such exercise shall not be deemed to waive any other rights or remedies which may be available to a party.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns, provided however, the same shall not be assigned by the Distributor without prior written consent of Assignee thereto.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed as of the date and year first written above.

MATCO TOOLS CORPORATION

BY_____
Juli Foust

ITS: Senior Director, Financial Services

DISTRIBUTOR:

_____
Debtor: [Distributor Entity Name]

By: _____

Name: _____

Title: _____

Date: _____

Debtor's Principal Owner and Guarantor:

By: _____

Name: _____

Title: _____

Date: _____

Additional Guarantor:

By: _____
Name: _____
Date: _____

Debtor's Address:

_____

_____

FORM FRANDOC-AA-Revised 05/25

APPENDIX D
EXHIBIT F

MATCO TOOLS
ADDENDUM AND GUARANTY TO DISTRIBUTOR'S PURCHASE-SECURITY AGREEMENT
CREDIT ASSIGNMENT AGREEMENT

(See attached form)

MATCO TOOLS

DISTRIBUTOR'S PURCHASE-SECURITY AGREEMENT
CREDIT ASSIGNMENT AGREEMENT

"ADDENDUM AND GUARANTY"

Distributor's Purchase Security Agreement Credit Assignment Agreement made and entered into on the _____ day of _____, _____ by and between MATCO TOOLS CORPORATION, a Delaware Corporation (herein referred to as "Assignee") and _____ [Distributor Entity Name], a/an _____ [Type of Entity] organized in _____ [State of Formation] and having offices at _____, _____ (herein referred to as Distributor) is amended and revised this _____ day of _____, _____ as follows:

WHEREAS, Distributor is and has been serving as an independent owner of a franchised Matco Tools distributorship, pursuant to Distributor's Distributorship Agreement with MATCO TOOLS CORPORATION (herein referred to as "MATCO TOOLS"), and Distributor's franchised distributorship engages in solicitation for sale and sale of MATCO tools and related equipment to professional mechanics; and

WHEREAS, Distributor wishes to make it possible for certain of its customers, which do not meet credit standards required by Assignee, to make purchases of MATCO tools and related equipment and pay for the same on a deferred, installment basis; and

WHEREAS, Assignee is willing to provide financing for certain of such purchases, provided Distributor agrees to and complies with terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The determination of a Distributor's eligibility for Assignee to accept Purchase Security Agreements which do not meet credit standards (herein referred to as Recourse PSA) normally required by the Assignee, shall be at the sole discretion of Assignee.

2. The purchase price to be paid to the Distributor by Assignee for Recourse PSA's shall be determined by Assignee in its sole discretion, such price will be adjusted periodically and never be less than ninety-five percent (95%) of the net cash price (principal amount of purchase included in the credit document being offered to Assignee, not including amounts previously assigned) thereof, unless otherwise specified by MATCO TOOLS.

3. Distributor hereby warrants and represents and agrees with Assignee as follows:

    (a) Distributor hereby authorizes Assignee to debit Distributor's Purchase Account for the principal balance due on any and all Recourse PSA's when any of the following conditions exist-termination, promotion to District Manager, collateral does not exist, account balance has been paid in full to Distributor and/or fraudulent credit documentation.

(b) Distributor guarantees that Assignee will not suffer any loss on the purchase by Assignee of Recourse PSA's (Distributor's customers which do not meet credit standards required by Assignee).

4. This Agreement contains amendments to Distributor's Purchase Security Agreement Credit Assignment Agreement and does not change, revise, cancel or amend any part of said Agreement with the exception of those herein stated.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed as of the date and year first written above.

MATCO TOOLS CORPORATION

BY _____
Juli Foust
ITS Senior Director, Financial Services

DISTRIBUTOR:

_____
Debtor: [Distributor Entity Name]

By: _____
Name: _____
Title: _____
Date: _____

Debtor's Principal Owner and Guarantor:

By: _____
Name: _____
Title: _____
Date: _____

Additional Guarantor:

By: _____
Name: _____
Date: _____

Debtor's Address:

_____

_____

APPENDIX D
EXHIBIT G

MATCO TOOLS
PURCHASE MONEY SECURITY AGREEMENT

(See attached form)

MATCO TOOLS

Regular
PSA
Invoice: 313024
Date: 01/19/2017

MATCO Tools
Allen's Tool & Rentals
Authorized Distributor of Matco Tools
DISTRIBUTOR # 411116

Section 1 - Buyer	**Distributor:**
Doe, John(4500) Auto Tech(TECH) M999999999(PENDING)	Allen's Tool & Rentals 4403 Allen Road Stow, NC 44240 Business Phone:(555) 123-7654 Email:Allen.Henderson@MatcoTools.com

Next Weekly Pmt. Due: 34.32

Section 2 - Goods Sold

Item	Qty	Item Description	Amount	Comment
4225R	1	4s 2BAY 25" ROLLAWAY S/N 43232	5250.00	

Purchases:	5250.00
Tax:	446.25
Freight/Labor:	0.00
Total:	5696.25

MATCO TOOLS

Regular
PSA
Invoice: 313024
Date: 01/19/2017
page 2 **of** 2

MATCO Tools
Allen's Tool & Rentals
Authorized Distributor of Matco Tools
DISTRIBUTOR # 411116

Section 1 - Buyer

Doe, John(4500)
Auto Tech(TECH)
M999999999(PENDING)

Distributor:

Allen's Tool & Rentals
4403 Allen Road
Stow, NC 44240
Business Phone:(555) 123-7654
Email:Allen.Henderson@MatcoTools.com

Next Weekly Pmt. Due: 34.32

Section 3 - Payment Schedule

Number of Weekly Payments:	260
Amount of Each Payment:	34.32
Total of Payments:	8923.20
Weekly Payments Commence:	1/19/17

Section 4 - Terms Of Sale

(A)	Total Cash Price	5250.00
(B)	Trade In	0.00
	Subtotal (A-B)	5250.00
(C)	Sales Tax of 8.500%	446.25
(D)	Down Payment	525.00
	Rebate Amount	0.00
(E)	Net Cash Price	5171.25
(F)	Administration Fee	45.00
(G)	Net Due On Prior PSA	0.00
(H)	Principal Balance	5216.25
(I)	Time Price Differential	3706.95
(J)	Total Time Purchase Balance	8923.20

Beginning Balance:	8923.20
Payment:	34.32
Current Balance:	**8888.88**

BUYER ACKNOWLEDGES RECEIPT OF THE GOODS LISTED ABOVE AND A COMPLETELY EXECUTED COPY OF THIS AGREEMENT AND WARRANTS THAT THESE GOODS ARE PURCHASED PRIMARILY FOR USE IN THE COMMERCIAL OPERATION OF HIS TRADE OR BUSINESS AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE MASTER AGREEMENT, WHICH IS ON FILE AT MATCO TOOLS, A COPY OF WHICH HAS BEEN GIVEN TO THE BUYER AND IS INCORPORATED HEREIN AS PART OF THIS AGREEMENT. BUYER ATTESTS THAT THERE IS NO LIEN OR ENCUMBRANCE ON ANY OF THE PROPERTY, TOOLS OR EQUIPMENT TRADED IN AND DESCRIBED ABOVE.

THIS AGREEMENT IS ACCEPTED BY SELLER AND HEREBY ASSIGNED UNDER THE TERMS OF THE ASSIGNMENT ON MASTER AGREEMENT.

Buyer/End User

Distributor/Secured Party (Seller)

Date:

Date:

APPENDIX D
EXHIBIT H

MATCO TOOLS
PURCHASE MONEY SECURITY – MASTER AGREEMENT

(See attached form)

MATCO TOOLS CORPORATION
4403 ALLEN ROAD, STOW, OHIO 44224

PURCHASE MONEY SECURITY -- MASTER AGREEMENT
FOR USE WITH 3RD PARTY FRANCHISE DISTRIBUTORS

Buyer/End User: {{John Doe}}
{{156 Main Street}},
{{Stow, Ohio 44224}}
{{555-454-7890}}
{{john@test.com}}

Seller/Distributor: {{Bill Miller}}
Authorized Distributor, Matco Tools
Distributor # {{419782}}
{{11670 Jefferson Road}},
{{Stow, Ohio 44224}}
{{555-777-1000}}
{{bill@test.com}}

Credit Limit	Time Price Differential	Monthly Payment	Contract Date
$10,000.00	11.99%	$56.00 ($50 minimum)	01-15-2024
Product: PSA Installment {{Promotion: 0% Interest for 60 months}}			

Seller's Assignment to MATCO TOOLS CORPORATION

FOR VALUE RECEIVED, and subject to the terms of agreement with MATCO TOOLS CORPORATION ("Assignee"), Seller does hereby sell, assign and transfer the Security Agreement set forth above, all Contracts, and all of Seller's security interest and lien in and right and title to the Collateral described therein to Assignee, its successors and assigns (collectively with Assignee, "Holders"), with power to take legal proceedings in the name of Seller. Seller warrants that the Contracts are genuine and in all respects what they purport to be; that the down payment was made by the Buyer in cash and not its equivalent, unless otherwise noted therein, and that no part thereof was loaned directly or indirectly by Seller to Buyer, that said Collateral is free from any other security interest or other liens or encumbrances whatsoever, except as created by the Contracts, that the Buyer was of at least legal age at the time of his execution of each of the Contracts, that Seller knows of no time or instance when Buyer was refused or rejected for credit; and that there is now owing with respect to the Contracts up to the respective amounts set forth therein as modified from time to time in accordance with the terms herein. Upon breach of any of the foregoing warranties, Seller will, upon demand therefor, purchase the Contract for the respective amounts owing with respect thereto, plus all costs and expenses paid or incurred by Assignee with respect thereto. All remedies of Assignee shall be cumulative and not alternative.

Seller guarantees the payment, when due, to any Holder of said Contract, the entire amount owing with respect to such Contract, in the event of default in payment by the Buyer named therein, if required and appropriate in accordance with a Credit Assignment Agreement of Seller with Assignee, the terms of which are incorporated herein. Seller waives notice of acceptance of this guaranty, notice of any extensions in time of payment, notice of sale of any of said property and all other notices to which Seller may be entitled by law and agrees to pay all guaranteed amounts upon demand without requiring any proceeding against Buyer. Seller warrants that the description of the Collateral listed on the Receipts is accurate and complete.

Terms and Conditions (Revised 01-22-24)

1. The Seller/Distributor (which term shall mean Seller and any Holder, as the case may be) hereby sells, and the Buyer/End User (hereinafter known as Buyer) jointly and severally if more than one, hereby purchases, subject to the Terms and Conditions set forth herein and on the additional and applicable Receipt, the Tools and Equipment described therein and herein called "Goods", delivery and acceptance of which are hereby acknowledged by Buyer.

2. Buyer agrees to pay Assignee, in accordance with the terms set forth in the applicable Receipts. Buyer agrees to pay the Time Purchase Balance, which includes (as documented in the Receipt), an interest charge, in consecutive monthly installments as scheduled until the entire Time Purchase Balance has been paid in full. Buyer may make more than one scheduled payment at a time. Partial payments may be accepted at Seller's sole discretion. Buyer may pay the entire unpaid balance at any time.

3. In the event Buyer pays the full amount due and stated as the Time Purchase Balance before the last scheduled payment is due, Seller shall credit Buyer's accounts with Seller or refund to Buyer in cash (if Buyer has no unpaid accounts outstanding with Seller

or such early payment is not done in conjunction with another Purchase Money Security Agreement with Seller) such portion of the interest, if any, to which Seller has not then become entitled, as calculated pursuant to a simple interest calculation.

4. To secure the payment of the Time Purchase Balance and of any other amounts owing hereunder (collectively, "Obligations"), Buyer hereby grants to Seller and any Holder hereof a purchase money security interest and lien in and to the Goods described on the reverse and herein or in any other Receipt, and in addition, the right to file UCC-1 and UCC-3 Financing Statements creating an additional lien in all tools and equipment now owned by Buyer for use in Buyer's trade or business, together with any and all similar tools and equipment hereafter acquired, except where prohibited by law, and all products and proceeds thereof (including, without limitation, any insurance proceeds) (collectively, the "Collateral").

5. Buyer agrees to (a) maintain insurance reasonably acceptable to Seller with respect to the Collateral and, upon Seller's request, provide Seller with evidence of such insurance, (b) execute financing statements, continuation statements and other documents as Seller shall deem necessary to perfect or protect its security interest in the Collateral, and in addition, hereby authorize Seller or its agents or assigns to execute and file, without the signature of Buyer, one or more such financing statements if permitted in the relevant jurisdiction, with Seller paying the cost of filing all such financing statements in all public offices wherever filing is deemed by Seller to be necessary or desirable, (c) maintain the Collateral free and clear of any and all liens, claims and encumbrances other than those of Seller, (d) maintain the Collateral in good operating condition and repair, (e) pay all taxes, levies and assessments imposed or made on Buyer or any of the Collateral when the same shall become due and payable, (f) not merge into or permit the purchase or acquisition of all or a substantial part of its assets by any entity, (g) not sell, lease or remove any Collateral from Buyer's address set forth herein, (h) maintain and permit Seller to inspect Buyer's books and records at Buyer's address set forth herein, (I) permit Seller to enter Buyer's place of business at Buyer's address set forth herein to inspect the Collateral, (j) pay all Obligations when due, (k) not become insolvent, or fail to pay its debts as they become due, or (l) not suffer a material adverse change in Buyer's business or financial condition.

6. If Buyer shall fail to comply with Section 5 hereof or otherwise fails to perform any of its obligations under this Master Agreement or under any Receipts, such failure shall constitute a "Default" hereunder. Upon the occurrence of any Default and at any time thereafter, Seller may, at its option, (a) declare all Obligations immediately due and payable without demand, presentment, notice or other action (each of which is expressly waived by Buyer), (b) cease delivery of any other Goods on credit and cease any other extension of credit to Buyer, (c) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code or under any other applicable law, (d) collect, receive and realize upon the Collateral or any part thereof, (e) sell, assign, dispose of and deliver the Collateral or any part thereof at a public or private sale at such price as Seller may deem best, (f) purchase all or any part of the Collateral so sold, to the extent permitted by law, free of any right or equity of redemption in Buyer, which right Buyer hereby releases, (g) charge to Buyer interest on the unpaid portion of the Time Purchase Balance at a default rate of 28.0% Annual Percentage Rate or the maximum rate permitted by law, whichever is lower, and (h) charge a monthly late payment fee equal to the lesser of (1) Fifteen Dollars ($15.00), or (2) five percent (5%) of the portion of the Monthly Payment Amount(s) then due. Buyer will assemble the Collateral and make it available to Seller at such places as Seller shall select. All costs of exercising such remedies and otherwise collecting the Obligations shall be payable by Buyer and considered a part of the Obligations.

7. If more than one person signs this agreement, the obligation shall be joint and several. Any provision of this agreement which is in conflict with the statutes of the applicable jurisdiction is hereby amended to conform to the minimum requirements of such statutes. Creditor is authorized to investigate Buyer's credit, and to report Buyer's performance on this agreement, and to verify employment and income references. Buyer agrees to notify the Seller in writing of any change of contact information including but not limited to address, phone number, and email address.

8. Seller/Distributor is an independent contractor and is not a Holder or an agent or employee of Assignee. Assignee has sole discretion to accept assignment of this agreement. Neither Assignee nor any Holder shall have any responsibility to Seller/Distributor or Buyer or any other party if Assignee does not accept assignment of this Agreement.

9. Buyer expressly authorizes Assignee, its agents, representatives, successors and assigns, to contact him/her regarding his/her account(s) by written, verbal, or electronic means to any telephone number or email address Buyer provides to Assignee, including by way of an automatic telephone dialing system or an artificial or prerecorded voice message. Assignee's messaging service will not charge Buyer to receive or reply to text messages that Buyer receives from Assignee. However, Buyer understands that Buyer's mobile carrier may charge its standard text messaging rates. If Buyer no longer wishes to be contacted telephonically, including by an automated dialer or pre-recorded voice message, Buyer must provide Assignee with written notice cancelling Buyer's consent at this address: 4403 ALLEN ROAD, STOW, OH 44224 ATTENTION: CREDIT DEPARTMENT or Buyer may call (800) 472-0012. The written notice must include: Buyer's name, mailing address, the last four digits of Buyer's account number and the specific phone number(s) or email address for which Buyer would like to cancel Buyer's consent to be contacted by an automated dialer, pre-recorded voice message, email, or text message.

10. This Master Agreement represents the entire integrated contract of the parties on this subject. Seller's delay, omission or election not to exercise any right, power or remedy hereunder shall not be construed as waiving or acquiescing in any breach omission or failure of any of Buyer's duties of performance hereunder. This Agreement and all rights, powers and remedies hereunder shall be enforceable under and interpreted in accordance with the laws of the State of Ohio (without giving effect to the conflict of laws/rules thereof). In the event that any provision of this Agreement is held to be illegal or unenforceable, such provision shall be deemed separate, and the remaining provisions of this Agreement shall survive and remain enforceable according to their tenure and effect.

This Agreement shall bind and inure to the benefit of Buyer and Seller and their respective heirs, executors, successors, representatives, trustees and assigns.

11. Mandatory Arbitration of Disputes. Any controversy or claim arising out of or relating to this Master Agreement or the performance thereof ("Claim") shall be governed and construed in accordance with the laws in the state of Ohio, and shall be resolved by final and binding arbitration conducted in Summit County, Ohio and administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent[s] of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The arbitrator will have no authority to award punitive damages but may provide for equitable remedies, an accounting and/or reimbursement for attorneys', or consultants fees, as the arbitrator shall see fit. Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The award rendered by the arbitrator shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. Judgment on the award shall be final and non-appealable.

12. Assignee warrants that the Goods will be fit for the ordinary purposes for which such Goods are used in the automotive/manufacturing industry. If any of the Goods are found by Assignee to be nonconforming, such Goods will, at Assignee's option, be replaced or repaired at Assignee's cost. THE PARTIES HERETO EXPRESSLY AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST ASSIGNEE SHALL BE FOR THE REPAIR OR REPLACEMENT OF NONCONFORMING GOODS AS PROVIDED HEREIN. The sole purpose of the stipulated exclusive remedy shall be to provide the Buyer with free repair and replacement of nonconforming Goods in the manner provided herein. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. THE FOREGOING WARRANTY EXTENDS ONLY TO THE ORIGINAL BUYER OF THE GOODS AND IS NOT TRANSFERABLE**.

IN NO EVENT SHALL ASSIGNEE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT INCLUDING BUT NOT LIMITED TO BREACH OF ANY OBLIGATION IMPOSED ON SELLER HEREUNDER OR IN CONNECTION HEREWITH OR THE USE, STORAGE, DISPOSAL OR HANDLING OF THE GOODS SOLD HEREUNDER. INCIDENTAL AND CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, INCREASED EXPENSE OF INSPECTION, OPERATION OR DOWN-TIME, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON, OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY HANDLED OR PROCESSED BY THE USE OF THE GOODS). BUYER SHALL INDEMNIFY ASSIGNEE AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY ASSIGNEE ON ACCOUNT OF ANY SUCH LOSS, DAMAGE OR INJURY. BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSS OR DAMAGE RESULTING FROM THE USE, HANDLING STORAGE OR APPLICATION OF THE GOODS DELIVERED HEREUNDER.

ACKNOWLEDGMENT

Buyer acknowledges receipt of a completely executed copy of this Master Agreement and warrants that all Goods are purchased primarily for use in the commercial operation of this trade and business and not for personal, family or household use. Buyer authorizes Seller/Distributor and/or its assignees as interested parties as permitted by law to substantiate and investigate the information on his/her credit application and to report and exchange credit information now and in the future concerning his/her performance of this Agreement.

This Master Agreement, including the Security Agreement below, is subject to the terms and conditions set forth below and the terms and conditions set forth in the accompanying MDBS-PSA sales receipt ("Receipt") (collectively with the Security Agreement, the "Contract"). This Agreement shall be executed and become effective when both Buyer and Seller agree to the sale of the Goods described herein and such Goods have been delivered to and accepted by Buyer.

_____ _____

Buyer/End User Date

This Agreement is accepted by Seller and hereby assigned under the terms of the assignment stated below.

_____ _____

Seller/Distributor Date

APPENDIX D
EXHIBIT I

MATCO TOOLS
END USER'S CREDIT APPLICATION SUBJECT TO MATCO TOOLS/P.S.A. CREDIT APPROVAL

(See attached form)

MATCO TOOLS

CUSTOMER # 4500

END USERS CREDIT APPLICATION

SUBJECT TO MATCO TOOLS FINANCIAL SERVICES APPROVAL

This application is for the purpose of obtaining credit to purchase Matco tools and equipment from an authorized Matco Distributor for use in the commercial operation of his or her trade and business. The Matco Distributor may assign the Purchase Security Agreement for this mechanic to Matco Tools/P.S.A.

PERSONAL INFORMATION

Legal Name...:	JOHN DOE	SSN.....:	711-11-1111	Date of Birth:	7/19/1990
		Phone.....:	(555) 555-1234	Driver Lic#..:	GH123456
		Route Day....:	Thursday	License State:	OH
Email.....:	JD2017@GMAIL.COM				

Current Address: 123 ANYWHERE DRIVE
STOW, OH 44224 (Owns Home (PIF): 10 Years, 5 Months)

Mailing Address: 123 ANYWHERE DRIVE
STOW, OH 44224

EMPLOYMENT HISTORY

Current Employer:

AUTO TECH		Phone.....:	(555) 987-6543	Hire Date....:	5/19/2011
4420 HUDSON DRIVE		Supervisor...:	TOM SMITH		
STOW, OH, 44224		Position.....:	DIAGNOSTIC TECH	Status.....:	Full Time

PERSONAL REFERENCES - TWO (2) ARE REQUIRED -

Reference #1:	DAVE SMITH	Phone.....:	5556667777
Reference #2:	JANE GREEN	Phone.....:	5558883123

I represent that the above information is true and freely given for the purpose of obtaining, extending, and continuing credit with Matco Tools. I authorize Matco Tools to make credit investigations as it sees fit, including but not limited to procuring credit reports & contacting references now and in the future so long as Matco has credi extended to me and/or I am seeking additional credit from them. Should credit be granted by Matco Tools, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of Matco Tools. Matco Tools reserves the right to terminate any credit availability within its sole discretion.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS, AND HEREBY AGREE TO THEM:

Signature: _____ DATE: January 19, 2017

APPENDIX D
EXHIBIT J

MATCO TOOLS
DISTRIBUTOR'S PURCHASE SECURITY AGREEMENT
RECOURSE CREDIT ASSIGNMENT AGREEMENT

(See attached form)

MATCO TOOLS

DISTRIBUTOR'S PURCHASE-SECURITY AGREEMENT
RECOURSE CREDIT ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into at Stow, Ohio, this __ day of _____, _____ by and between MATCO TOOLS CORPORATION, a Delaware Corporation (herein referred to as "Assignee"), and _____ _____, a/an _____ organized in _____ and having offices at ___ _____ (herein referred to as "Distributor").

WITNESSETH, That

WHEREAS, Distributor is and has been serving as an independent owner of a franchised Matco Tools distributorship, pursuant to Distributor's Distributorship Agreement with MATCO TOOLS CORPORATION (herein referred to as "MATCO TOOLS"), and Distributor's franchised distributorship engages in the solicitation for sale and sale of MATCO tools and related equipment to professional mechanics; and

WHEREAS, Assignee is willing to provide financing for certain of such purchases, provided Distributor agrees to and complies with the terms and conditions contained in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. From time to time after the date hereof, Distributor shall present in electronic format to Assignee for purchase executed credit documents and related materials, in form and substance satisfactory to Assignee, providing for the assignment to Assignee of rights to collection of amounts payable representing the time purchase balance due in connection with the sale by Distributor of tools, equipment and/or related products purchased from MATCO TOOLS. Upon receipt of such documents and materials, it shall be within the sole discretion of Assignee whether or not to purchase the same, and nothing herein shall be construed as imposing any obligation upon Assignee to make any purchases from Distributor.

2. The purchase price to be paid to the Distributor by Assignee for credit documents accepted for assignment shall be one-hundred percent (100%) of the net cash price (principal amount of purchase included in the credit document being accepted by Assignee not including amounts previously assigned) thereof unless otherwise specified by MATCO TOOLS. Upon acceptance of any such documents, payment shall be effected by Assignee arranging for immediate credit against Distributor's purchase account with MATCO TOOLS (amounts due MATCO TOOLS in the ordinary course of business, exclusive of amounts outstanding under notes or other credit documents provided under other debt agreements between Distributor and MATCO TOOLS) and a confirming document will be forwarded to Distributor.

3. Distributor hereby warrants and represents to and agrees with Assignee as follows:

   (a) All credit documents presented to Assignee for assignment hereunder shall be full, correct, complete and genuine, and shall be filled out and properly executed, shall accurately and truthfully describe the date(s) of purchase, items purchased and purchase price(s) charged and shall not have been offered previously to any other financial institution or other entity for purchase or as collateral against advances;

   (b) All credit documents presented to Assignee for assignment hereunder shall relate to and arise from the sale of MATCO TOOLS, products, equipment and/or related products sold and to be utilized primarily for the commercial conduct of trade or business of the customer executing such documents and in no event shall any such credit documents have arisen from or relate to any sales of products for primarily personal, family or household purposes, or sales of products marketed by any entity other than MATCO TOOLS;

(c) Each customer executing credit documents presented to Assignee or assignment hereunder is creditworthy and Distributor releases Assignee from any claim or liability related to or arising out of Assignee's check on or determination of the creditworthiness of the customer and/or the acceptance or rejection by Assignee of any credit documents presented hereunder;

(d) Without prior written consent of the Assignee, Distributor shall in no event nor at any time prior to or after a sale of products, modify the terms of any instrument purchased by Assignee;

(e) Distributor agrees to collect amounts payable representing the time purchase balance due in connection with the sale by Distributor of tools, equipment and/or related products purchased from MATCO TOOLS and financed pursuant to this Agreement, and further hereby authorizes Assignee to debit Distributor's Purchase Account with MATCO TOOLS for the amounts collected for PSA's which have been recoursed back to Distributor;

(f) Distributor shall at all times, as an independent contractor, operate in its business entity name and be solely answerable for the costs and expenses, consequences and damages arising out of the conduct of its business as a distributor for MATCO TOOLS;

(g) Distributor shall at all times comply with the procedures from time to time established by Assignee with respect to credit limits, handling of credit documents and other activities related to financing of sales of MATCO TOOLS products as contemplated hereunder; and

(h) The Distributor agrees that, upon Assignee's request to make a particular repossession, it will cooperate as instructed by Assignee in making such repossession provided that it can be affected without Breach of Peace. Distributor also agrees to purchase the repossessed product in an agreed upon amount as established pursuant to MATCO TOOLS' Repossession Policy, as same may be revised from time to time.

4. Following acceptance of the credit documents hereunder Distributor and Assignee agree to the following terms and conditions:

(a) Upon failure by Distributor to remit payments or other funds collected on behalf of Assignee, pursuant to Paragraph 3 (e) above, Distributor hereby authorizes Assignee and MATCO TOOLS to debit Distributor's Purchase Account with MATCO TOOLS in an amount or amounts equal to the sums collected but not remitted. In addition, MATCO TOOLS may charge Distributor an administrative fee (currently set at $25 per occurrence, per contract) for delinquent, insufficient payments or inaccurate reporting as consideration for MATCO TOOLS' time and efforts in collecting monies, additional correspondence with you, credit bureaus and others, and administrative time and costs to correct data. Any amounts not remitted by Distributor within 10 days of their collection shall be deemed funds not promptly remitted and subject to this provision and any other payment obligations.

(b) Any documents, notes, agreements, or other contracts assigned by Distributor to Assignee pursuant to this Agreement which are later shown or alleged to be, in whole or in part, altered, amended, modified, forged, or not genuine, accurate, or in compliance with the terms of this Agreement in any respect, shall be immediately reassigned by Assignee to Distributor and upon such reassignment Distributor hereby agrees to accept such assignment and immediately, without set-off or deduction of any kind, agrees to pay Assignee the full amount of any balance then outstanding thereon. Upon failure by Distributor to pay Assignee as stated above, upon any reassignment of documents within 10 days of the date of reassignment, Distributor hereby authorizes Assignee and MATCO TOOLS to debit Distributor's Purchase Account in an amount equal to the amounts due on the reassigned documents. This Paragraph (b) shall not apply in the case when Assignee has, by its own action, or with its written consent, been a party to an amendment or modification of any document, note, agreement or other contract;

(c) Distributor shall not, without prior written consent of Assignee, release any security interest collateral subject to documents assigned to Assignee hereunder, modify or substitute collateral specified in any such documents, consent to or accept return of any collateral subject to or covered by any other assigned documents or effect repossession of any such collateral. Any of the foregoing actions on the part of Distributor, without the written consent of Assignee shall be deemed to be an alteration of the documents pursuant of paragraph 4 (b) above;

(d) In the event of default by customer of any installment payable on the due date thereof, or in the prompt performance of any other obligation to be performed under the credit document or contract by customer, after

the assignment thereof by Distributor to Assignee, Distributor authorizes MATCO TOOLS to charge its Purchase Account an amount up to 100% of the outstanding balance, though it may be less depending upon the program under which the contract was assigned and MATCO TOOLS's credit scoring models for that particular program. This recourse amount is non-refundable. MATCO TOOLS and Distributor agree that 100% of any funds collected thereafter will be credited to MATCO TOOLS;

(e) In the event Distributor terminates as a MATCO TOOLS Distributor, regardless of the reason for terminations, then Distributor agrees to accept as a charge to its Purchase Account an amount up to 100% of the outstanding balances of recoursable contracts, and to remit 100% of all funds or proceeds collected thereafter within 10 days to MATCO TOOLS.100% of all funds or proceeds collected thereafter will be credited to MATCO TOOLS; and

(f) Distributor may not rollover any portion of its unpaid Time Payment into the Purchase Money Security Agreement. In addition, Distributor may not include products previously sold under Time Payment and resold as new items purchased by the customer into the Purchase Money Security Agreement. Noncompliance with this section of the Agreement on Time Payment rollovers or reselling items previously sold on TP on a Purchase Money Security Agreement will result in the contract being charged back to Distributor's open purchase account.

(g) Notwithstanding anything to the contrary Distributor grants to Assignee, a security interest in all such credit document(s) or contract(s) and Assignee shall have the right to continue to possess the same and collect from the customer(s) obligated thereon all amounts due thereon and apply the same against amounts due Assignee from Distributor or due MATCO TOOLS from Distributor.

5. The liability of Distributor hereunder shall not be affected by any settlement, extension, forbearance or variation in terms which Assignee may grant in connection with any credit documents acquired hereunder or by the discharge or release of the obligations of the account debtor by operation of law or otherwise. Assignee makes no representation or warranty to Distributor concerning the validity, enforceability or sufficiency of any credit documents and/or other materials furnished to Distributor by Assignee.

6. This Agreement may be terminated at any time by Distributor or Assignee by written notice, but such termination shall not affect the respective rights and obligations of either party hereunder as to credit documents theretofore purchased by Assignee, including all repurchase and reassignment obligations.

7. It being anticipated that Distributor and/or other parties to credit assignments with Assignee may assign to Assignee credit documents covering sales to a particular customer which occurred on more than one occasion, it is understood and agreed that, unless otherwise agreed in writing between Assignee and Distributor or required by law, payments received from such a customer will be applied against the respective payment obligations of the customer in a manner such that all current and past due obligations under the documents bearing the earliest date will be treated as satisfied first, all current and past due obligations under the documents bearing the next-earliest date will be treated as satisfied next, and so-on, with the current and past due obligations under the documents bearing the most recent date being treated as satisfied only after current and past due obligations under documents hearing earlier dates have been satisfied.

8. This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and the same shall be amended or modified only by written agreement specifically referring hereto. None of the provisions hereof shall be deemed to in any way limit such rights as either party hereto may have by statute or at law or in equity as against the other party, and any remedies provided for herein shall be in addition to and not exclusive of any other remedy available by statute or under principles of common law or equity and such remedies may be exercised by either party consecutively or concurrently and such exercise shall not be deemed to waive any other rights or remedies which may be available to a party.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns, provided however, the same shall not be assigned by the Distributor without prior written consent of Assignee thereto.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed as of the date and year first written above.

MATCO TOOLS CORPORATION

By: _____
Juli Foust
ITS Senior Director, Financial Services

DISTRIBUTOR:

_____
Debtor:

By: _____

Name: _____

Title: _____

Date: _____

Debtor's Principal Owner and Guarantor:

By: _____

Name: _____

Date: _____

Additional Guarantor (which may be Principal Owner's spouse):
If Principal Owner has a spouse, her or his spouse must sign below and serve as a Guarantor.

By: _____

Name : _____

Date: _____

Debtor's Address:

_____

_____

APPENDIX D
EXHIBIT K-1

MATCO TOOLS
PURCHASE MONEY SECURITY AGREEMENT – TECH ASSURED

(See attached form)

REPRINT

Tech Start Credit
PSA
Invoice: 312888
Date: 03/01/2016

MATCO Tools
Allen's Tool & Rentals
Authorized Distributor of Matco Tools
DISTRIBUTOR # 411116

Section 1 - Buyer	**Distributor:**
Smith, Robert(4492) ALLEN TIRE(ATIRE) N234567890(PENDING)	Allen's Tool & Rentals 4403 Allen Road Stow, AK 44240 Business Phone:(555) 123-7654 Email:Allen.Henderson@MatcoTools.com

Next Weekly Pmt. Due: 20.04

Section 2 - Goods Sold

Item	Qty	Item Description	Amount	Comment
MDMAXME	1	MATCO MAXME TABLET Activation Code: 13EOA4-4H-3GS S/N 231312	849.00	

Purchases:	849.00
Tax:	57.31
Freight/Labor:	0.00
Total:	906.31

REPRINT

Tech Start Credit
PSA
Invoice: 312888
Date: 03/01/2016

MATCO Tools
Allen's Tool & Rentals
Authorized Distributor of Matco Tools
DISTRIBUTOR # 411116

Section 1 - Buyer

Smith, Robert(4492)
ALLEN TIRE(ATIRE)
N234567890(PENDING)

Distributor:

Allen's Tool & Rentals
4403 Allen Road
Stow, AK 44240
Business Phone:(555) 123-7654
Email:Allen.Henderson@MatcoTools.com

Next Weekly Pmt. Due: 20.04

Section 3 - Payment Schedule

Number of Weekly Payments:	52
Amount of Each Payment:	20.04
Total of Payments:	1042.08
Weekly Payments Commence:	3/1/16

Section 4 - Terms Of Sale

(A)	Total Cash Price	849.00
(B)	Trade In	0.00
	Subtotal (A-B)	849.00
(C)	Sales Tax of 6.750%	57.31
(D)	Down Payment	0.00
	Rebate Amount	0.00
(E)	Net Cash Price	906.31
(F)	Administration Fee	45.00
(G)	Net Due On Prior PSA	0.00
(H)	Principal Balance	951.31
(I)	Time Price Differential	90.77
(J)	Total Time Purchase Balance	1042.08

Beginning Balance:	1042.08
Payment:	20.04
Current Balance:	**1022.04**

BUYER ACKNOWLEDGES RECEIPT OF THE GOODS LISTED ABOVE AND A COMPLETELY EXECUTED COPY OF THIS AGREEMENT AND WARRANTS THAT THESE GOODS ARE PURCHASED PRIMARILY FOR USE IN THE COMMERCIAL OPERATION OF HIS TRADE OR BUSINESS AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE MASTER AGREEMENT, WHICH IS ON FILE AT MATCO TOOLS, A COPY OF WHICH HAS BEEN GIVEN TO THE BUYER AND IS INCORPORATED HEREIN AS PART OF THIS AGREEMENT. BUYER ATTESTS THAT THERE IS NO LIEN OR ENCUMBRANCE ON ANY OF THE PROPERTY, TOOLS OR EQUIPMENT TRADED IN AND DESCRIBED ABOVE.

THIS AGREEMENT IS ACCEPTED BY SELLER AND HEREBY ASSIGNED UNDER THE TERMS OF THE ASSIGNMENT ON MASTER AGREEMENT.

Buyer/End User

Date:

Distributor/Secured Party (Seller)

Date:

REPRINT

MATCO TOOLS

Tech Assured
PSA
Invoice: 312889
Date: 03/01/2016

MATCO Tools
Allen's Tool & Rentals
Authorized Distributor of Matco Tools
DISTRIBUTOR # 411116

Section 1 - Buyer	**Distributor:**
West, James(4491) ALLEN TIRE(ATIRE) N723737377(PENDING)	Allen's Tool & Rentals 4403 Allen Road Stow, AK 44240 Business Phone:(555) 123-7654 Email:Allen.Henderson@MatcoTools.com

Next Weekly Pmt. Due: 15.21

Section 2 - Goods Sold

Item	Qty	Item Description	Amount	Comment
CART2D-BL	1	2 DRAWER TOOL CART - BLUE	515.00	

Purchases:	515.00
Tax:	34.77
Freight/Labor:	0.00
Total:	549.77

REPRINT

Tech Assured
PSA
Invoice: 312889
Date: 03/01/2016
page 2 **of** 2

MATCO Tools
Allen's Tool & Rentals
Authorized Distributor of Matco Tools
DISTRIBUTOR # 411116

Section 1 - Buyer

West, James(4491)
ALLEN TIRE(ATIRE)
N723737377(PENDING)

Distributor:

Allen's Tool & Rentals
4403 Allen Road
Stow, AK 44240
Business Phone:(555) 123-7654
Email:Allen.Henderson@MatcoTools.com

Next Weekly Pmt. Due: 15.21

Section 3 - Payment Schedule

Number of Weekly Payments:	43
Amount of Each Payment:	15.21
Total of Payments:	654.03
Weekly Payments Commence:	3/1/16

Section 4 - Terms Of Sale

(A)	Total Cash Price	515.00
(B)	Trade In	0.00
	Subtotal (A-B)	515.00
(C)	Sales Tax of 6.750%	34.77
(D)	Down Payment	0.00
	Rebate Amount	0.00
(E)	Net Cash Price	549.77
(F)	Administration Fee	45.00
(G)	Net Due On Prior PSA	0.00
(H)	Principal Balance	594.77
(I)	Time Price Differential	59.26
(J)	Total Time Purchase Balance	654.03

Beginning Balance:	654.03
Payment:	15.21
Current Balance:	**638.82**

BUYER ACKNOWLEDGES RECEIPT OF THE GOODS LISTED ABOVE AND A COMPLETELY EXECUTED COPY OF THIS AGREEMENT AND WARRANTS THAT THESE GOODS ARE PURCHASED PRIMARILY FOR USE IN THE COMMERCIAL OPERATION OF HIS TRADE OR BUSINESS AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE MASTER AGREEMENT, WHICH IS ON FILE AT MATCO TOOLS, A COPY OF WHICH HAS BEEN GIVEN TO THE BUYER AND IS INCORPORATED HEREIN AS PART OF THIS AGREEMENT. BUYER ATTESTS THAT THERE IS NO LIEN OR ENCUMBRANCE ON ANY OF THE PROPERTY, TOOLS OR EQUIPMENT TRADED IN AND DESCRIBED ABOVE.

THIS AGREEMENT IS ACCEPTED BY SELLER AND HEREBY ASSIGNED UNDER THE TERMS OF THE ASSIGNMENT ON MASTER AGREEMENT.

Buyer/End User

Distributor/Secured Party (Seller)

Date:

Date:

APPENDIX D
EXHIBIT K-2

MATCO TOOLS
PURCHASE MONEY SECURITY AGREEMENT – TECH ADVANTAGE

(See attached form)

MATCO TOOLS

DISTRIBUTOR'S PURCHASE-SECURITY AGREEMENT
RECOURSE CREDIT ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into at Stow, Ohio, this _____day of _____ by and between MATCO TOOLS CORPORATION, a Delaware Corporation (herein referred to as "Assignee"), and _____of _____ _____(herein referred to as "Distributor").

WITNESSETH, That

WHEREAS, Distributor is and has been serving as an independent Distributor for Matco Tools Corporation, herein referred to as MATCO TOOLS or Assignee, engaging in the solicitation for sale and sale of MATCO tools and related equipment to professional mechanics; and

WHEREAS, Assignee is willing to provide financing for certain of such purchases, provided Distributor agrees to and complies with the terms and conditions contained in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. From time to time after the date hereof, Distributor shall present in electronic format to Assignee for purchase executed credit documents and related materials, in form and substance satisfactory to Assignee, providing for the assignment to Assignee of rights to collection of amounts payable representing the time purchase balance due in connection with the sale by Distributor of tools, equipment and/or related products purchased from MATCO TOOLS. Upon receipt of such documents and materials, it shall be within the sole discretion of Assignee whether or not to purchase the same, and nothing herein shall be construed as imposing any obligation upon Assignee to make any purchases from Distributor.

2. The purchase price to be paid to the Distributor by Assignee for credit documents accepted for assignment shall be no less than ninety-seven percent (97%) of the net cash price (principal amount of purchase included in the credit document being accepted by Assignee not including amounts previously assigned) thereof unless otherwise specified by MATCO TOOLS. Upon acceptance of any such documents, payment shall be effected by Assignee arranging for immediate credit against Distributor's purchase account with MATCO TOOLS (amounts due MATCO TOOLS in the ordinary course of business, exclusive of amounts outstanding under notes or other credit documents provided under other debt agreements between Distributor and MATCO TOOLS) and a confirming document will be forwarded to Distributor.

3. Distributor hereby warrants and represents to and agrees to Assignee as follows:

(a) All credit documents presented to Assignee for assignment hereunder shall be full, correct, complete and genuine, and shall be filled out and properly executed, shall accurately and truthfully describe the date(s) of purchase, items purchased and purchase price(s) charged and shall not have been offered previously to any other financial institution or other entity for purchase or as collateral against advances;

(b) All credit documents presented to Assignee for assignment hereunder shall relate to and arise from the sale of MATCO TOOLS, products, equipment and/or related products sold and to be utilized primarily for the commercial conduct of trade or business of the customer executing such documents and in no event shall any such credit documents have arisen from or relate to any sales of products for primarily personal, family or household purposes, or sales of products marketed by any entity other than MATCO TOOLS;

(c) Each customer executing credit documents presented to Assignee or assignment hereunder is creditworthy and Distributor releases Assignee from any claim or liability related to or arising out of Assignee's check on or determination of the creditworthiness of the customer and/or the acceptance or rejection by Assignee of any credit documents presented hereunder;

(d) Without prior written consent of the Assignee, Distributor shall in no event nor at any time prior to or after a sale of products, modify the terms of any instrument purchased by Assignee;

(e) Distributor agrees to collect amounts payable representing the time purchase balance due in connection with the sale by Distributor of tools, equipment and/or related products purchased from MATCO TOOLS and financed pursuant to this Agreement, and further hereby authorizes Assignee to debit Distributor's Purchase Account with MATCO TOOLS for the amounts collected for PSA's which have been recoursed back to Distributor;

(f) Distributor shall at all times, as an independent contractor, operate in Distributor's name and be solely answerable for the costs and expenses, consequences and damages arising out of the conduct of his business as a distributor for MATCO TOOLS;

(g) Distributor shall at all times comply with the procedures from time to time established by Assignee with respect to credit limits, handling of credit documents and other activities related to financing of sales of MATCO TOOLS products as contemplated hereunder; and

(h) The Distributor agrees that, upon Assignee's request to make a particular repossession, he will cooperate as instructed by Assignee in making such repossession provided that it can be affected without a Breach of the Peace. Distributor also agrees to purchase the repossessed product in an agreed upon amount as established pursuant to MATCO TOOLS' Repossession Policy, as same may be revised from time to time.

4. Following acceptance of the credit documents hereunder Distributor and Assignee agree to the following terms and conditions:

(a) Upon failure by Distributor to remit payments or other funds collected on behalf of Assignee, pursuant to Paragraph 3 (e) above, Distributor hereby authorizes Assignee and MATCO TOOLS to debit Distributor's Purchase Account with MATCO TOOLS in an amount or amounts equal to the sums collected but not remitted. In addition, MATCO TOOLS may charge Distributor an administrative fee (currently set at $25 per occurrence, per contract) for delinquent, insufficient payments or inaccurate reporting as consideration for MATCO TOOLS' time and efforts in collecting monies, additional correspondence with you, credit bureaus and others, and administrative time and costs to correct data. Any amounts not remitted by Distributor within 10 days of their collection shall be deemed funds not promptly remitted and subject to this provision and any other payment obligations.

(b) Any documents, notes, agreements, or other contracts assigned by Distributor to Assignee pursuant to this Agreement which are later shown or alleged to be, in whole or in part, altered, amended, modified, forged, or not genuine, accurate, or in compliance with the terms of this Agreement in any respect, shall be immediately reassigned by Assignee to Distributor and upon such reassignment Distributor hereby agrees to accept such assignment and immediately, without set-off or deduction of any kind, agrees to pay Assignee the full amount of any balance then outstanding thereon. Upon failure by Distributor to pay Assignee as stated above, upon any reassignment of documents within 10 days of the date of reassignment, Distributor hereby authorizes Assignee and MATCO TOOLS to debit Distributor's Purchase Account in an amount equal to the amounts due on the reassigned documents. This Paragraph (b) shall not apply in the case when Assignee has, by its own action, or with its written consent, been a party to an amendment or modification of any document, note, agreement or other contract;

(c) Distributor shall not, without prior written consent of Assignee, release any security interest collateral subject to documents assigned to Assignee hereunder, modify or substitute collateral specified in any such documents, consent to or accept return of any collateral subject to or covered by any other assigned documents or effect repossession of any such collateral. Any of the foregoing actions on the part of Distributor, without the written consent of Assignee shall be deemed to be an alteration of the documents pursuant of paragraph 4 (b) above;

(d) In the event of default by customer of any installment payable on the due date thereof, or in the prompt performance of any other obligation to be performed under the credit document or contract by customer, after the assignment thereof by Distributor to Assignee, Distributor authorizes MATCO TOOLS to charge his Purchase Account an amount up to 100% of the outstanding balance, though it may be less depending upon the program under which the contract was

assigned and MATCO TOOLS' credit scoring models for that particular program. This recourse amount is non-refundable. MATCO TOOLS and Distributor agree that 100% of any funds collected thereafter will be Distributor's to keep as an offset to the chargeback made to Distributor's OPA by MATCO TOOLS;

(e) In the event Distributor terminates as a MATCO TOOLS Distributor, regardless of the reason for terminations, then Distributor agrees to accept as a charge to his Purchase Account an amount up to 100% of the outstanding balances of recoursable contracts, and to remit 100% of all funds or proceeds collected thereafter within 10 days to MATCO TOOLS. These accounts will not be brought in house for collection by MATCO TOOLS and 100% of all funds or proceeds collected thereafter by Distributor will be kept by Distributor to offset the chargeback made to Distributor's OPA by MATCO TOOLS; and

(f) Distributor may not rollover any portion of his unpaid Time Payment into the Purchase Money Security Agreement. In addition, Distributor may not include products previously sold under Time Payment and resold as new items purchased by the customer into the Purchase Money Security Agreement. Non-compliance with this section of the Agreement on Time Payment rollovers or reselling items previously sold on TP on a Purchase Money Security Agreement will result in the contract being charged back to Distributor's open purchase account.

(g) Notwithstanding anything to the contrary Distributor grants to Assignee, a security interest in all such credit document(s) or contract(s) and Assignee shall have the right to continue to possess the same and collect from the customer(s) obligated thereon all amounts due thereon and apply the same against amounts due Assignee from Distributor or due MATCO TOOLS from Distributor.

5. The liability of Distributor hereunder shall not be affected by any settlement, extension, forbearance or variation in terms which Assignee may grant in connection with any credit documents acquired hereunder or by the discharge or release of the obligations of the account debtor by operation of law or otherwise. Assignee makes no representation or warranty to Distributor concerning the validity, enforceability or sufficiency of any credit documents and/or other materials furnished to Distributor by Assignee.

6. This Agreement may be terminated at any time by Distributor or Assignee by written notice, but such termination shall not affect the respective rights and obligations of either party hereunder as to credit documents theretofore purchased by Assignee, including all repurchase and reassignment obligations.

7. It being anticipated that Distributor and/or other parties to credit assignments with Assignee may assign to Assignee credit documents covering sales to a particular customer which occurred on more than one occasion, it is understood and agreed that, unless otherwise agreed in writing between Assignee and Distributor or required by law, payments received from such a customer will be applied against the respective payment obligations of the customer in a manner such that all current and past due obligations under the documents bearing the earliest date will be treated as satisfied first, all current and past due obligations under the documents bearing the next-earliest date will be treated as satisfied next, and so-on, with the current and past due obligations under the documents bearing the most recent date being treated as satisfied only after current and past due obligations under documents hearing earlier dates have been satisfied.

8. This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and the same shall be amended or modified only by written agreement specifically referring hereto. None of the provisions hereof shall be deemed to in any way limit such rights as either party hereto may have by statute or at law or in equity as against the other party, and any remedies provided for herein shall be in addition to and not exclusive of any other remedy available by statute or under principles of common law or equity and such remedies may be exercised by either party consecutively or concurrently and such exercise shall not be deemed to waive any other rights or remedies which may be available to a party.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns, provided however, the same shall not be assigned by the Distributor without prior written consent of Assignee thereto.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed as of the date and year first written above.

MATCO TOOLS CORPORATION

_____
Juli Foust

BY _____

ITS: Senior Director, Financial Services

DISTRIBUTOR:

Matco Distributor Number _____

Distributor Entity Name:_____

By:_____
(signature)

Title:_____

DEBTOR'S PRINCIPAL OWNER AND GUARANTOR:

By: _____

Name: _____

Date: _____

ADDITIONAL GUARANTOR:

By: _____

Name: _____

Date: _____

APPENDIX D
EXHIBIT L

MATCO TOOLS
REVOLVING LINE OF CREDIT AGREEMENT AND PROMISSORY NOTE

(See attached form)

Addendum to the Revolving Line of Credit Agreement

$_____.__ Stow, Ohio

_____

This Addendum to the Revolving Line of Credit Agreement by and between Matco Tools Corporation ("MATCO") and _____ [Distributor Entity Name], a/an _____ [Type of Entity] organized in _____ [State of Formation] and having offices at _____ _____ (herein referred to as "DISTRIBUTOR") is made and executed as of the date referred to above. An additional principal sum of _____ and 00/100 Dollars ($.00) has been added to the Revolving Line of Credit Agreement (the "LOAN AGREEMENT") bringing the Loan Agreement to a total sum of _____ and 00/100 Dollars ($.00).

This Addendum shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

Debtor: [Distributor Entity Name]

By: _____

Name: _____

Title: _____

Date: _____

MATCO TOOLS CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

Debtor's Principal Owner and Guarantor:

By: _____

Name: _____

Date: _____

Additional Guarantor:

By: _____

Name: _____

Date: _____

Debtor's Address:

_____

_____

Amendment to the Revolving Line of Credit Agreement and Promissory Note

Stow, Ohio

_____

This Amendment to the Revolving Line of Credit Agreement and Promissory Note by and between Matco Tools Corporation ("MATCO") and _____ [Distributor Entity Name], a/an _____ _____ [Type of Entity] organized in _____ [State of Formation] and having offices at _____ (herein referred to as "DISTRIBUTOR") is made and executed as of the date referred to above.

An additional principal sum of _____ and 00/100 Dollars ($.00) has been added to the Revolving Line of Credit Agreement dated _____, 20__ (the "LOAN AGREEMENT") and Promissory Note dated _____, 20__ (the "NOTE") bringing the total principal amount available under the Loan Agreement and Note to a total sum of _____ and 00/100 Dollars ($.00).

Borrowings currently outstanding under the Loan Agreement are _____ and 00/100 Dollars ($.00).

The Credit Limit as set forth in the Loan Agreement is hereby increased to the principal amount of _____ and 00/100 Dollars ($.00).

The Maturity Date as set forth in the Loan Agreement and Note is hereby extended to _____, 20__.

The first sentence of Section 4 of the Loan Agreement and the first sentence of the second paragraph of the Note are hereby deleted such that no interest shall be due and payable prior to the Maturity Date.

Matco hereby waives any and all defaults that may have occurred under the Loan Agreement and/or Note prior to the date of this Amendment.

Except as provided above in this Amendment and in all prior addendums, all terms, covenants and conditions in the Loan Agreement and Note shall remain in full force and effect and shall not be affected by this Amendment.

This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

Debtor: [Distributor Entity Name]	MATCO TOOLS CORPORATION
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Debtor's Principal Owner and Guarantor:

By: _____

Name: _____

Date: _____

[Additional signature page to follow.]

Additional Guarantor:

By: _____

Name: _____

Date: _____

Debtor's Address:

_____

_____

APPENDIX D
EXHIBIT M

MATCO TOOLS

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
(for transfer of a Distributorship Agreement)

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (the "**Agreement**") is entered into as of **[Today's Date]**, by and among **MATCO TOOLS CORPORATION**, a Delaware corporation ("**Matco**"), and **[Distributor Name]**, an individual and resident of **[State]** (collectively "**Assignor**"), and **[Entity Name]**, a/n **[Type of Entity]** ("**Assignee**").

BACKGROUND

A. Matco and Assignor are parties to that certain Matco Tools Distributorship Agreement dated **[Date of Distributorship Agreement]** (the "**Distributorship Agreement**"). Under the terms of the Distributorship Agreement, Assignor operates a Matco mobile distributor (the "**Distributorship**").

B. Assignee is a corporation, limited liability company, or similar entity in which a majority of the issued and outstanding equity, membership interests, or capital stock of the entity in Assignee is owned and controlled by Assignor.

C. Assignor wishes to sell and transfer the assets of the Distributorship and the business operated by Assignor to Assignee as of the date of this Agreement (the **"Effective Date"**), and in connection therewith, Assignor wishes to assign to Assignee, and Assignee wishes to assume, the Distributorship Agreement. In this Agreement, the term **"Transfer"** means the proposed transaction in the preceding sentence.

D. The consent of Matco to the Transfer is required under Section 10 of the Distributorship Agreement. Assignor has requested that Matco give its consent to the Transfer, and Matco is willing to provide its consent, and relieve Assignor of its obligations to operate the Distributorship under the Distributorship Agreement, on the terms and conditions of this Agreement.

E. All capitalized terms contained herein shall have the same meaning ascribed to them in the Distributorship Agreement, unless otherwise defined herein.

NOW THEREFORE, the parties agree as follows:

1. **Assignment and Assumption**. As of the Effective Date, Assignor assigns and transfers to Assignee, and Assignee assumes, the Distributorship Agreement and all of the rights, duties, obligations and covenants of the "Distributor" thereunder.

2. **Consent of Matco**. Matco consents, as of the Effective Date, to the Transfer, and the assignment by Assignor and the assumption by Assignee of the Distributorship Agreement and the rights and obligations of Assignor under the Distributorship

Agreement, provided that, prior to, and as of, the Effective Date, the following conditions have been satisfied:

(a) Assignor, who acknowledges to be the majority equity owner of Assignee, shall have executed the Guarantee, Indemnification and Acknowledgment, attached to the Distributorship Agreement, a copy of which is attached hereto as Exhibit A; and Assignor shall be the "Principal Owner" under the Distributorship Agreement following the assignment, and shall have executed the Principal Owner Acknowledgement on the signature page of this Agreement;

(b) Assignee shall have signed the "Acknowledgment of Receipt" which is the last page of the Franchise Disclosure Document referred to in Section 3 below; and

(c) Assignee has agreed to assume the duties and obligations of Assignor under the Distributorship Agreement as provided for in this Agreement.

3. **Receipt of Disclosure Document**. Assignee and its individual owner(s) acknowledge receipt of the Matco Tools Corporation Franchise Disclosure Document for Prospective Distributors dated **[Issuance Date of FDD]**, which complies with the Federal Trade Commission's Trade Regulation Rule on Franchising, and the applicable state franchise investment laws, if any.

4. **No Waiver of Defaults**. Neither the giving of its consent to the Transfer nor any specific provision of this Agreement shall be construed as a waiver by Matco of any default by Assignor under the Distributorship Agreement.

5. **Representations of Assignor and Assignee**. Assignor and Assignee represent that all of the information furnished to Matco in connection with the Transfer is correct and complete, including, without limitation, the representation that Assignor owns at least fifty-one percent (51%) of the issued and outstanding equity, membership interests, or capital stock of Assignee, and that any other owners of Assignee have been disclosed to and approved by Matco. Assignee acknowledges that Matco has relied on the information provided by Assignee and Assignor in giving its consent to the Transfer, and Assignee agrees that Matco may terminate the Distributorship Agreement by giving written notice to Assignee if Matco discovers that a material misstatement or omission was made in such information. Other than as set forth in this Agreement, Assignor and Assignee have not relied on any representations, promises, guarantees, or warranties of Matco of any kind in entering into or consummating the Transfer.

6. **Assignee's Obligations Upon Assumption of the Distributorship Agreement**. Assignee hereby acknowledges that it has read and understood this Agreement, the Distributorship Agreement, and all documents related to the Transfer, and Assignee covenants and agrees to assume, perform, fulfill, and observe all terms, covenants, conditions, provisions, agreements, and obligations as "Distributor" under the

Distributorship Agreement as of the Effective Date. Without limiting the foregoing, Assignee shall be fully liable for all product purchases, all credit agreements, promissory notes or other agreements related to the Distributorship, and other fees, costs, expenses, or sums due and owing to Matco under the Distributorship Agreement from the Effective Date. Any failure to comply with any of the terms or conditions of the Distributorship Agreement, or pay any monies due under the Distributorship Agreement shall be a default and Matco may pursue all appropriate remedies, in law or in equity, for any breach or default under the Distributorship Agreement.

8. **Future Transfers**. Assignee agrees that Assignee shall not rely on the consent of Matco to the Transfer as indicative of the position Matco will take in future proposed transfers by Assignee or its owners. Assignee further acknowledges that Matco may in the future approve transfers by Assignee or other Distributors of Matco, and their owners on terms and conditions different from those set forth in this Agreement.

8. **Entire Agreement**. This Agreement and the documents referred to herein constitute the complete understanding of the parties regarding the consent of Matco to the Transfer. This Agreement may not be modified except by a written amendment signed by all of the parties.

9. **Remedies of Matco**. In the event of any breach by Assignor or Assignee under the terms of this Agreement, Matco shall have the right to seek any remedy available at law or in equity, including, but not limited to, specific performance. No remedy shall be exclusive of any other remedy to which Matco may be entitled.

10. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Agreement.

ASSIGNEE:

_____

By: X_____

Title: President

Date: X_____

MATCO:
Matco Tools Corporation

By:_____

Name: Jeff Darrah

Title: Vice President and CFO

Date:_____

ASSIGNOR:

X_____

Date: X_____

I am the spouse of the Assignor and, as such, I (i) executed the Distributorship Agreement, and (ii) hereby consent to the transfer of the Distributorship Agreement pursuant to this Agreement.

ASSIGNOR'S SPOUSE:

X_____

Date: X_____

Principal Owner Acknowledgment:

Assignor, as the majority equity owner of Assignee, with an ownership interest of 51% or more of the outstanding voting equity, will be Principal Owner as defined in the Distributorship Agreement. As Principal Owner and guarantor of the Distributorship Agreement, Assignor acknowledges and agrees that they shall be personally bound by the Distributor's obligations identified in the Distributorship Agreement and in the Manual, including, but not limited to, Article 3, Section 5.4, Article 9, Article 10, Article 11, Article 12, and Article 13 of the Distributorship Agreement.

Principal Owner Name:_____

Signature:_____

Date:_____

EXHIBIT A TO ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

Matco Tools Corporation ("Matco") and **[Distributor Name]** have executed a Distributorship Agreement dated **[Date of Distributorship Agreement]** (the "Distributorship Agreement"). As an inducement to Matco to execute an Assignment, Assumption and Consent Agreement dated **[Date of Assignment, Assumption and Consent Agreement**] (the "Assignment Agreement") for the (i) sale and transfer of the assets of the distributorship by **[Distributor Name]** to **[Entity Name]**, and (ii) assignment by **[Distributor Name]** to **[Entity Name]** of the Distributorship Agreement, the undersigned, jointly and severally, hereby unconditionally guarantee to Matco and its successors and assigns that all of Distributor's obligations under the Distributorship Agreement will be punctually paid and performed.

Upon demand by Matco, the undersigned will immediately make each payment required of Distributor under the Distributorship Agreement, including damages, costs, and expenses owed by Distributor, payments due under any indemnification or claim for reimbursement, and all other duties and obligations that are susceptible to being satisfied by payment. This Guarantee is a guarantee of payment, and not of collection. The undersigned hereby waive any right to require Matco to: (a) proceed against Distributor for any payment required under the Distributorship Agreement; (b) proceed against or exhaust any security from Distributor; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Distributor. Without affecting the obligations of the undersigned under this Guarantee, Matco may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Distributor, or settle, adjust, or compromise any claims against Distributor. The undersigned waive notice of amendment of the Distributorship Agreement and notice of demand for payment by Distributor, and agree to be bound by any and all such amendments and changes to the Distributorship Agreement.

The undersigned hereby agree to defend, indemnify, and hold Matco harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, reasonable costs of investigation, and court costs) resulting from, consisting of, or arising out of or in connection with any failure by Distributor to perform any obligation of Distributor under the Distributorship Agreement, any amendment thereto, or any other agreement executed by Distributor referred to therein.

The undersigned hereby acknowledge and agree to be individually bound by all of the terms of the Distributorship Agreement, including, in particular, those contained in Section 9 and Section 11.9 of the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Distributorship Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Distributorship Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

The undersigned shall pay Matco for all costs and expenses (including, but not limited to reasonable attorney fees and court costs) incurred in any action related to or arising out of this Guarantee. Enforcement of this Guarantee shall be governed by the terms and conditions of Sections 12 and 13 of the Distributorship Agreement.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Distributorship Agreement, and this Guarantee shall be interpreted and construed in accordance with Section 13.3 of the Distributorship Agreement.

Any and all notices required or permitted under this Guarantee shall be in writing and shall be personally delivered, sent by registered mail, telecopier/facsimile, or sent by other means which afford the sender evidence of delivery or rejected delivery, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Matco:

Matco Tools Corporation
4403 Allen Road
Stow, Ohio 44224
Fax. No. (330) 929-4972
Attn:_____

Notices to Guarantors:

_____
_____
_____
_____
Attn:_____

Any notice by a method which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given at the date and time of receipt or rejected delivery.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee, and it shall be effective as of the date of the Assignment Agreement.

GUARANTORS

_____

Name:_____

Date:_____

_____

Name:_____

Date:_____

APPENDIX D
EXHIBIT N

MATCO TOOLS
GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

(See attached form)

APPENDIX D
EXHIBIT N

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

Matco Tools Corporation ("Matco") and _____ have executed a Distributorship Agreement dated _____ (the "Distributor Agreement").

Upon demand by Matco, the undersigned will immediately make each payment required of Distributor under the Agreement, including damages, costs, and expenses owed by Distributor, payments due under any indemnification or claim for reimbursement, and all other duties and obligations that are susceptible to being satisfied by payment. This Guarantee is a guarantee of payment, and not of collection. The undersigned hereby waive any right to require Matco to: (a) proceed against Distributor for any payment required under the Agreement; (b) proceed against or exhaust any security from Distributor; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Distributor. Without affecting the obligations of the undersigned under this Guarantee, Matco may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Distributor, or settle, adjust, or compromise any claims against Distributor. The undersigned waive notice of amendment of the Agreement and notice of demand for payment by Distributor, and agree to be bound by any and all such amendments and changes to the Agreement.

The undersigned hereby agree to defend, indemnify, and hold Matco harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, reasonable costs of investigation, and court costs) resulting from, consisting of, or arising out of or in connection with any failure by Distributor to perform any obligation of Distributor under the Agreement, any amendment thereto, or any other agreement executed by Distributor referred to therein.

The undersigned hereby acknowledge and agree to be individually bound by all of the terms of the Agreement, including, in particular, those contained in Section 9 and Section 11.9 of Distributorship Agreement. With respect to the owners of the Distributor (and their spouses), including the Principal Owner, the time period in Section 11.9 of the Distributorship Agreement will run from the expiration, termination, or transfer of the Distributorship Agreement or from the termination of the owner's relationship with, or ownership interest in, the Distributor, whichever occurs first.

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

The undersigned shall pay Matco for all costs and expenses (including, but not limited to reasonable attorney fees and court costs) incurred in any action related to or arising out of this Guarantee. Enforcement of this Guarantee shall be governed by the terms and conditions of Sections 12 and 13 of the Distributorship Agreement.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Distributorship Agreement.

Any and all notices required or permitted under this Guarantee shall be personally delivered, sent by registered mail, telecopier/facsimile, or sent by other means which afford the sender evidence of delivery or rejected delivery, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Matco: Matco Tools Corporation
4403 Allen Road
Stow, Ohio 44224
Fax. No. (330) 929-4972
Attention: _____

Notices to Guarantors: _____
_____
_____
_____
Attention: _____

Any notice by a method which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given at the date and time of receipt or rejected delivery.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee, and it shall be effective as of the date of the Assignment Agreement.

GUARANTORS

X _____
Name: _____
Date: X _____

X _____
Name: _____
Date: X _____

X _____
Name: _____
Date: X _____

X _____
Name: _____

APPENDIX D
EXHIBIT O

MATCO TOOLS
MATCO DISTRIBUTOR BUSINESS SYSTEM SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT AND INFORMATION FORM

(See attached form)

APPENDIX D
EXHIBIT O

MATCO TOOLS
MATCO DISTRIBUTOR BUSINESS SYSTEM
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

Matco Tools Corporation ("Matco") agrees to provide to:

Distributor Entity Name_____ ("Distributor")

Distributor #_____

Principal Owner_____

Address_____

City, State, Zip_____

and the Distributor agrees for good and sufficient consideration to license from Matco, one (1) copy of the applications software system known as the Matco Distributor Business System ("MDBS Software") consisting of computer programs, subject to the terms and conditions set forth in this Agreement. Matco and the Distributor are parties to a Distributorship Agreement dated as of _____, 20____ (the "Distributorship Agreement").

1. LICENSE OF SYSTEM; PERMITTED USE AND COPYING.

The Matco Distributor Business System is the proprietary property of Matco Tools. Matco grants a nonexclusive license to the Distributor to use the MDBS Software in connection with the operation of the Distributor's Matco Tools business. Matco will install the MDBS Software object (Machine language) programs (source programs not included) on the Distributor's designated MDBS computer prior to the Distributor attending Matco's initial training program.

The Distributor may not sublicense, assign, sell, transfer or dispose of any part of the MDBS Software to any person or entity. In addition, Distributor, a licensee of MDBS, may not reverse-engineer, disassemble, attempt to derive the source code or database of, modify, or create derivative works of the MDBS software, any updates, or any part thereof. The Distributor warrants that the MDBS Software will be used only in connection with the operation of the Distributor's Matco Tools business, and will not be used for any other purposes. The Distributor shall make no more than three (3) copies of the MDBS Software, as follows: (1) the Distributor may make one (1) copy of the MDBS Software for Distributor's use on Distributor's computer at his home or primary place of business; (2) the Distributor may make one (1) copy of the MDBS Software for Distributor's use in one (1) Mobile Store; and (3) the Distributor may make and maintain one (1) copy of the MDBS Software as a backup. For the avoidance of doubt, this Software License, Maintenance, and Support Agreement only authorizes the Distributor to install the MDBS Software in one (1) Mobile Store. Installation of the MDBS Software in more than (1) Mobile Store, or any replication or installation of the MDBS Software that is not set forth herein, shall be a breach of this Agreement. "Mobile Store" means the truck used by the Distributor solely in connection with the operation of his Distributorship.

2. CHARGES AND PAYMENT TERMS.

The current license fee for the MDBS Software and the first month's Systems Maintenance and Support provided by Matco is $899.00. Such fee is subject to change by Matco from time to time. The license fee for the MDBS Software will be charged to the Distributor's Matco Tools purchase account upon shipment. The terms for payment of the license fee are the same as the existing terms for payment of other amounts payable pursuant to the Distributor's Matco Tools purchase account.

There will also be an annual $350.00 license fee for Credit Card Processing Software that interfaces with the MDBS Software and a one-time $45.00 license fee for Signature Pad processing software. These license fees will be charged to the Distributor's Matco Tools purchase account upon execution of the Distributorship Agreement, and a distributor account number will be assigned. The terms for payment of the license fees are the same as the existing terms for payment of other amounts payable pursuant to the Distributor's Matco Tools purchase account.

Additional Systems Maintenance and Support is available to the Distributor after the first month of the term of this Agreement under the terms and conditions set forth in this Agreement upon payment of Matco's then-current charges. The standard annual charge for Systems Maintenance and Support in effect as of the date of this Agreement is $450.00 and an annual maintenance fee of $25.00 for the Signature Pad, but such charge is subject to change by Matco from time to time and may, at Matco's option, be substantially higher for systems not conforming to Matco's required specifications, including manufacturer, model, configuration and operating requirements. Annual Systems Maintenance and Support charges will be added to the Distributor's Matco Tools purchase account. The terms for payment of the annual Systems Maintenance and Support charges will be the same as for the then-current terms for the Distributor's Matco Tools purchase account.

The Distributor's annual charge for Systems Maintenance and Support will continue to include, in addition to the standard annual charge of $450.00, an additional annual charge of $475.00 if the Distributor's system hardware and/or software does not comply, to Matco's satisfaction, with Matco's specifications, including manufacturer, model, configuration, operating system, virus protection and non-Matco-specified use of third-party software and Internet sites.

3. TERM AND RENEWAL.

Subject to payment of the license fee set forth in Paragraph 2 and compliance by the Distributor with the other terms of this Agreement, this Agreement will remain in effect for a period of one (1) year from the date that the MDBS Software is shipped by Matco to the Distributor unless terminated by either party in accordance with the terms of this Agreement. Subject to payment by the Distributor of the annual Systems Maintenance and Support charges and compliance by the Distributor with the other terms of this Agreement, this Agreement will automatically renew and continue to renew for successive one (1) year periods unless terminated by either party in accordance with the terms of this Agreement.

4. SYSTEM HARDWARE.

The Distributor is required to purchase a new (not previously owned or refurbished) laptop/tablet computer with a full 3-year warranty described below meeting the exact current MDBS specifications without exception. As of January 1, 2022, the MDBS Software is designed to run on a Dell computer (a "laptop") Intel Core i5, 16GB, 256 GB hard drive, 15.6" Screen, Windows 10 and includes a 3-year hardware warranty which includes accidental coverage; a deskjet printer; a Matco-specified 40 column receipt printer; a Matco-specified barcode reading and label printing equipment; a Matco-specified signature capture device; and a Matco-specified credit card terminal. The Distributor will be responsible

for acquiring and maintaining access to the Internet through an Internet Service Provider in order to communicate with Matco. Cable or DSL connections are preferred. In addition, the Distributor is required to purchase a cellular communications hotspot and service in order to connect to the internet while on their route. The MDBS Software documentation contains a list of the minimum equipment and additional recommended equipment. Except as expressly set forth in this Agreement or the MDBS Software documentation, Matco does not guarantee or warrant the successful execution of the MDBS Software on every particular brand and/or model of computer. It is the Distributor's responsibility to handle all equipment hardware/warranty issues directly with the equipment manufacturer. Matco is not responsible for hardware reliability or service. The above standards are established solely for the purpose of optimum MDBS software performance. System Hardware requirements are subject to change. Refer to the then-current MDBS Equipment Order Form for the most recent requirements.

The Distributor will be responsible for acquiring and maintaining the computer hardware and manufacturer's operating system software required to execute the MDBS Software. The Distributor will also be responsible for acquiring and maintaining anti-virus software on the Principal Owner's or Operator's computer in order to keep the system secure. In addition, Distributor will be solely responsible for complying with any and all policies surrounding credit card processing compliance (PCI) and personally identifiable information (PII). The Distributor and not Matco will be solely responsible for any breach of customer credit card data, customer personally identifiable information or the Distributor credit card merchant account. Except for the MDBS Software, the Distributor will have sole and complete responsibility for: (a) acquiring, operating, maintaining and upgrading its own computer hardware and software; (b) the manner in which the Distributor's systems interface with Matco's systems and those of other third parties; and (c) any and all consequences that may arise if the Distributor's systems are not properly operated, maintained, and upgraded. The Distributor is responsible for acquiring and maintaining an Internet email account and must promptly notify Matco's Customer Service Department of any changes. This account must be established prior to attending the new distributor training class and must be clearly noted on the attached MDBS Information Form.

The Distributor is further responsible for entering the shop, customer, tax rates and other data needed to run the MDBS Software.

The Distributor hereby indemnifies Matco for any claims or damages arising out of the Distributor's failure to comply with this Agreement, including without limitation, the provisions of Paragraph 4.

5. CONDITIONS TO ELIGIBILITY FOR MAINTENANCE AND SUPPORT SERVICES.

In order to be eligible to receive Systems Maintenance and Support services from Matco, the Distributor's copy of the MDBS Software must be unmodified by the Distributor and maintained to the latest update level specified by Matco, and the Distributor must not be in breach of its duties and responsibilities under this Agreement.

6. MATCO'S MAINTENANCE AND SUPPORT RESPONSIBILITIES.

Matco will make on-call support available to the Distributor on office working days during the standard hours of 8:00 a.m. through 4:30 p.m. Eastern time at Stow, Ohio. Distributor calls for support will be forwarded to the Matco support staff. An individual from the Matco support staff will provide a response to the Distributor within a reasonable period of time. All notices of errors or malfunctions must be clearly stated by telephone or in writing by the Distributor and must provide details sufficient to diagnose or reproduce such errors.

If the Distributor notifies Matco of a suspected error, Matco will use all reasonable efforts to confirm the existence of and correct such reproducible error by exercising standard test programs and taking necessary corrective actions. If, in analyzing a suspected error in the MDBS Software at the Distributor's request, Matco determines that no error exists in the MDBS Software program logic and/or documentation, and/or if the program malfunction is due to the Distributor's alteration of the MDBS Software, and/or if the Distributor is using computer hardware other than specified or approved by Matco or if the laptop computer is infected with viruses, worms and/or spyware of any nature, Matco will proceed with further efforts to diagnose and correct the malfunction only if the Distributor agrees to pay Matco for its time and efforts at Matco's then-current rates. The current rate is $50/hour.

Matco will from time to time review the MDBS Software for improved functionality and operating efficiency. Matco will, based on its own judgment, make such improvements and enhancements to the MDBS Software from time to time as it deems appropriate. Matco will provide to the Distributor, on a timely basis, the updated software and documentation necessary to enable the Distributor to reflect such enhancements and improvements in the Distributor's system. Matco will also provide to the Distributor, as updates under the terms of this Agreement, any program logic and documentation changes made by Matco to correct any proven reproducible errors in the MDBS Software which cause the MDBS Software to deviate materially from the specifications for that system.

Any changes to MDBS Software program logic made by Matco under the terms of this Agreement will be provided to the Distributor on media specified by Matco. The Distributor will pay the cost of the media, including shipping charges. The charges for media and shipping will be added to the Distributor's Matco Tools purchase account upon shipment.

To ensure performance and software compatibility, the use of the MDBS computer and software shall be restricted to the Distributor's Matco business related functions. For example, the MDBS computer shall not be used to browse the Internet for personal use, it should not be used for gaming, and other third-party software should not be loaded and executed on the computer.

7. LIMITED WARRANTY.

Matco hereby warrants the MDBS Software for a period of ninety (90) days from the time of shipment to materially conform to the specifications described in the documentation in the shipment. Within the warranty period, if the Distributor finds that the MDBS Software does not materially conform to the specifications, the Distributor will promptly provide Matco with sufficient documentation of such nonconformity such that Matco can reproduce and verify the same. Matco will, within a reasonable time, upon its confirmation of the nonconformity, provide the Distributor with either instructions for correcting the nonconformity or an updated copy of the MDBS Software that is free of the nonconformity. In the event that Matco is unable to accomplish any of the above, it will accept a return of the nonconforming MDBS Software and fully refund to the Distributor the license fee paid. The foregoing will constitute Matco's sole obligation, and the Distributor's sole remedy, for breach of warranty. Matco's warranty is conditioned upon the installation by the distributor of any and all updates to the MDBS Software provided to the Distributor by Matco and the Distributor's compliance with the terms of this Agreement.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, MATCO HEREBY DISCLAIMS AND DISTRIBUTOR HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER EXPRESS WARRANTIES AND REPRESENTATIONS OF ANY KIND OR NATURE. UPON THE EXPIRATION OF THE EXPRESS LIMITED WARRANTY PERIOD SET FORTH ABOVE, MATCO DISCLAIMS, AND DISTRIBUTOR HEREBY EXPRESSLY WAIVES, ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL MATCO BE LIABLE TO DISTRIBUTOR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOST SAVINGS, IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT. IN ADDITION, MATCO'S LIABILITY TO DISTRIBUTOR FOR DIRECT DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF LICENSE FEES AND ANNUAL SYSTEMS MAINTENANCE AND SUPPORT CHARGES ACTUALLY PAID BY DISTRIBUTOR TO MATCO UNDER THIS AGREEMENT.

8. CONFIDENTIALITY.

The Distributor will not disclose the MDBS Software to any person other that the Distributor's employees who have need to use the MDBS Software in connection with the operation of the Distributor's Matco Tools business. The Distributor will not alter or remove any ownership, trademark or copyright notices from the MDBS Software or any associated documentation.

9. DEFAULT; TERMINATION.

Either party will have the right to terminate this Agreement upon thirty days' (30) prior written notice. This Agreement will also terminate immediately upon the termination or expiration of the Distributorship Agreement. In addition, this Agreement and the license granted hereunder may be terminated by Matco on ten (10) days' written notice if Distributor defaults in the payment or performance of his obligations under this Agreement.

In the event of termination of the Agreement, the Distributor will immediately cease using the MDBS Software, and will immediately return to Matco all copies of the MDBS Software and documentation in the Distributor's possession or under the Distributor's control. No refund of any fees paid by the Distributor pursuant to this Agreement will be owed by Matco to the Distributor in the event of the termination of this Agreement.

10. MISCELLANEOUS.

All disputes related to this Agreement, or arising out of the relationship between the Distributor and Matco, should be governed by and resolved under the provisions of the Distributorship Agreement. This Agreement will be governed by, and construed and enforced in accordance with the laws of Ohio. If any provision will be held invalid or unenforceable, such provision will be severable from the Agreement and will not be construed to have any effect on the remaining provisions.

11. ENTIRE AGREEMENT.

This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof and the terms and conditions set forth herein will prevail notwithstanding any variance from the terms of any written order submitted by the Distributor. No representation or inducement has been made by any party which is not embodied in this Agreement, and no party will be bound by or liable for any alleged representation or inducement not embodied herein. This Agreement will become effective only upon execution by the Distributor and approval by Matco and may be modified or amended only by a writing executed by both parties hereto.

[*Signature Page Follows*]

DISTRIBUTOR

Entity Name:_____

Date
Signed_____

By_____
Signature

_____
Name – Printed

_____
Title

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of the Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in this Software License, Maintenance, and Support Agreement.

Principal Owner Name:_____

Signature:_____

Date:_____

FOR STOW, OH OFFICE USE ONLY

MATCO TOOLS CORPORATION

Date Signed_____

By_____

_____
Name – Printed

_____
Title

MDBS INFORMATION FORM

( ) Email Address
_____

(It is very important to print legibly)

( ) Cell Phone Number _____

( ) Cell Phone Provider_____

(for text messaging)

( ) Internet Provider (ISP)
_____
(provider and mode - Cable, DSL, Dial-up)

( ) Check here to confirm that you have purchased the Matco Computer Package

RETURN THIS FORM WITH THE MDBS LICENSE AGREEMENT.

APPENDIX D
EXHIBIT P

MATCO TOOLS
OWNER DESIGNATION

(See attached form)

APPENDIX D
EXHIBIT P

OWNER DESIGNATION

Principal Owner

The Distributor's Principal Owner is: _____.

The Principal Owner's address: _____.

Description of the Principal Owner's Ownership Interest in Distributor:
_____.

Other Owners

The following list includes the full name of each person who is one of the Distributor's owners (other than the Principal Owner), and fully describes the nature of each owner's interest:

	Owner's Name/Address	Percentage/Description of Interest
(a)	_____	_____
	_____	_____
	_____	
	_____	
(b)	_____	_____
	_____	_____
	_____	
	_____	

Date: _____

[Signature Page Follows]

This Owner Designation is agreed to by:

PRINCIPAL OWNER:

By: _____
Name: _____
Title: _____
Date: _____

DISTRIBUTOR:

_____

By: _____
Name: _____
Title: _____
Date: _____

MATCO TOOLS CORPORATION:

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX D
EXHIBIT Q

MATCO TOOLS
MATCO TOOLS WEB PAGE AGREEMENT

(See attached form)

[Note to Drafter: "Distributor" means the Distributor entity and "Principal Owner" means the individual principal owner.]

APPENDIX D
EXHIBIT Q

MATCO WEB PAGE AGREEMENT

This Agreement is made as of this _____, by and between Matco Tools Corporation ("Matco") and _____ a _____ _____ organized in _____ and having offices at _____ _____ (the "Distributor").

BACKGROUND:

A. Matco is the owner of a website with the address "MatcoTools.com" ("Matco Website").

B. Distributor desires to obtain a subpage on Matco's Website.

NOW, THEREFORE, in consideration of the mutual premises set forth herein, the adequacy and sufficiency of which is acknowledged, Matco and Distributor hereby agree as follows:

1. **Definitions.**

1.1 Distributorship Agreement – The agreement between Matco and Distributor which gives Distributor the right to operate a Matco Tools mobile tool distributorship under Matco's system.

1.2 Distributor Subpage – A web page that is linked to Matco's Website, with a direct address ("Subpage Domain Name") which contains information specific to a particular Distributor.

1.3 Internet – A wide area network connecting thousands of computer networks in industry, education, government, and research.

1.4 Internet Policy – Matco's policy regarding all aspects of the Internet including but not limited to policies regarding the use of Web Pages and Distributor Subpages, as the same may be in effect from time to time, the current form of which is attached hereto (Attachment A).

1.5 Names and Marks – Matco's names and marks as identified from time to time in the Distributorship Agreement and in Item 13 of Matco's Franchise Disclosure Document or elsewhere.

1.6 Web Page Policy – Matco's policy regarding the use of Web Pages and Distributor Subpages, as the same may be in effect from time to time, the current form of which is attached hereto (Attachment A).

2. **Term.**

The term of this Agreement shall commence on the date first entered above and shall continue until one of the following events occur:

(a) The Distributorship Agreement expires and is not renewed;

(b) The Distributorship Agreement is terminated;

(c) The Distributor Subpage is discontinued or terminated;

(d) The Internet Policy is withdrawn or cancelled; or

(e) This Agreement is terminated or cancelled by Matco or Distributor.

3. **Development of Distributor Subpage.**

3.1 Matco agrees to create and develop a Distributor Subpage pursuant to the Internet Policy. Currently, the Distributor Subpage will contain two (2) pages: (a) the first page will be the Distributor "home" page with information regarding the Distributor, and with e-mail capability to communicate with Matco and with third-party visitors to the Distributor Subpage; and (b) the second page will contain material of the Distributor's choosing, subject to compliance with Matco's Internet Policy. Distributor shall provide to Matco all such information requested by Matco, in the form and at such times as specified by Matco, as Matco deems necessary or desirable to create and, if necessary, update the Distributor Subpage.

3.2 Distributor represents that it owns, or will own, or will have a license to own, all information, data, graphics, or other material that it provides to Matco ("Content") to use in or include on the Distributor Subpage. Distributor hereby grants to Matco a license to use all such Content. Matco reserves the right to use all, some, or none of the Content provided by Distributor.

4. **Ownership of Distributor Subpage.**

The parties agree that:

4.1 Matco shall own, operate, and maintain all Matco-related websites and all Distributor Subpages. Upon the termination of the Distributorship Agreement or this Agreement, all related Distributor Subpages will be terminated immediately.

4.2 Matco shall retain ownership of all domain names, including all Subpage Domain Names, during and after the term of the Distributorship Agreement. The Distributor will cease using its Subpage Domain Name immediately upon the termination of its Distributorship Agreement or this Agreement.

4.3 Matco shall own all rights in and to any data and other information related to, or that is provided to, or obtained by or on the Distributor Subpage or the Matco Website, including, without limitation, all clickstream data, customer or visitor data, computer "cookies," or logs of "hits" by visitors.

5. **Fees.**

5.1 Distributor shall pay, as of or prior to the date of this Agreement, a one time initial web page setup fee of One Hundred Ninety-Five Dollars ($195).

5.2 Distributor shall pay an annual maintenance fee initially upon signing this Agreement and thereafter the first day of the month of the anniversary of the date of this Agreement, and shall pay an annual maintenance fee on the same day each year thereafter. The current annual maintenance is One Hundred Ninety-Five Dollars ($195). Matco may change the annual maintenance fee, on thirty (30) days prior written notice to Distributor, but such change shall not be effective until the anniversary date immediately following the notice of such change. Failure by Distributor to pay the annual maintenance fee, or any other fee due to Matco when due, shall be cause for termination of this Agreement by Matco.

6. **Obligations and Acknowledgments of Distributor.**

6.1 Distributor acknowledges and agrees that changes in Matco's Internet Policy may be needed as a result of legal developments, changes in technology, and other reasons, and the Distributor agrees to be bound by Matco's Internet Policy as it may be revised by Matco from time to time.

6.2 Distributor acknowledges and agrees that if Distributor engages in any conduct that is in violation of this Agreement, a breach of the Distributorship Agreement, contrary to the Internet Policy, or is otherwise illegal or improper, Matco may suspend or terminate Distributor's access to and use of the Distributor Subpage. Without limiting the foregoing, Distributor shall not engage in any unauthorized conduct, "spamming," "mailbombing," "spoofing," or fraud.

6.3 Distributor agrees to comply with Matco's privacy statement on the Matco Website, as it may be amended from time to time. The current privacy statement is posted at [www.matcotools.com].

6.4 Distributor shall maintain such hardware, software, Internet connections, and other technological capabilities to maintain the Distributor Subpage, and to communicate through the e-mail function of the Distributor Subpage with Matco and any third party, in accordance with standards prescribed by Matco from time to time.

6.5 Distributor acknowledges and agrees that (a) the data, graphics, marks, and other information on the Matco Website and the Distributor Subpage are copyrighted and are protected by U.S. and worldwide copyright laws and treaty provisions; (b) Matco's Names and Marks are owned by Matco and may be used only with the express prior written consent of Matco; and (c)

this Agreement does not grant Distributor any express or implied right under any copyrights, trademarks, or other proprietary rights.

6.6 Distributor agrees that any messages, ideas, suggestions, concepts, or other material submitted to Matco ("Submission") via the Matco Website or the Distributor Subpage will be considered non-confidential and non-proprietary. Matco may copy, distribute, incorporate, modify, or otherwise use the Submissions for any type of commercial or non-commercial use. Further, Matco is not responsible, and disclaims liability, for any Submissions or any information or data transmitted to or through Distributor's Subpage.

6.7 Distributor agrees to immediately execute, acknowledge, and deliver any instruments that may be necessary to terminate its Distributor Subpage upon termination of its Distributorship Agreement with Matco.

6.8 In the event that the Distributor fails to execute such instruments described in paragraph 6.7 above, in addition to any other remedies of Matco under the Distributorship Agreement, the Distributor hereby irrevocably grants a power of attorney to execute such agreements on its behalf to Matco.

6.9 Distributor indemnifies and holds Matco harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Distributor's breach of this Agreement or the documents it incorporates by reference, Distributor's violation of any law or rights of a third party, or any accidental or negligent act or omission involving the use of or transmission of data or information over or through the Distributor Subpage.

6.10 The obligations of paragraphs 6.7, 6.8, and 6.9 above shall survive the termination of cancellation of this Agreement.

7. **Operation of Website by Matco.** Matco will use best efforts to operate the Matco Website and the Distributor Subpage in accordance with this Agreement. Matco makes no representations or warranties that the Matco Website or the Distributor Subpage will be error-free. Matco disclaims all liability for damages arising in connection with this Agreement, even if Matco has been advised of the possibility of such damage. Matco's liability to Distributor under this Agreement will not exceed the total of all fees payable by Distributor in any year under this Agreement.

8. **Termination.** This Agreement may be terminated by either party, upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing thirty (30) day notice provision, Matco may suspend Distributor's use of or access to the Distributor Subpage as provided for in paragraph 6.2 above.

9. **Entire Agreement.** This Agreement, together with the Distributorship Agreement and related Internet Policy, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior agreements with respect thereto are superseded hereby. No amendment or modification hereof shall be binding unless in writing and duly executed by both parties, or unless such change is made unilaterally by Matco to the Internet Policy as permitted herein.

10. **Governing Law.** Regardless of the place of its physical execution or performance, the provisions of this Agreement shall in all respects be construed according to, and the rights and liabilities of the parties hereto shall in all respects be governed by, the laws of the state of Ohio.

11. **Severability.** The provisions of this Agreement shall be severable, and if any provision of this Agreement is held to be invalid or unenforceable, it shall be construed to have the broadest interpretation which would render it valid and enforceable.

12. **Further Assurances.** The parties agree to take any and all further actions as may be reasonable to give effect to the agreements contained herein.

13. **Counterparts.** This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

_____	MATCO TOOLS CORPORATION
Distributor	Matco
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of the Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in this Web Page Agreement.

Principal Owner Name:_____

Signature:_____

Date:_____

ATTACHMENT A

MATCO TOOLS INTERNET POLICIES

DISTRIBUTOR WEB PAGE POLICIES

Distributor Provided Content	Governing Policy
Tool - Pricing	
New, current product	List or current MATCO Promo prices
New, discontinued product	List less 15% (typical Promo). Contact Distributor directly if priced below 15% discount.
Used, MATCO product	Minimum is List less 40%. Contact Distributor directly if priced below cost.
Used, competitive product	Any price as determined by Distributor.
MotorSports - Pricing	
Collectibles, excluding toolboxes	Current published List or Promo List. If Distributor wishes to sell over List – contact Distributor directly.
Personal Information/Bio/Comments -	No derogatory or other language that in any way disparages the competition.
Shipping/Delivery Information -	No shipping or delivery out of the Distributor's assigned territory or List of Calls.
Credit Card vs. Cash Pricing -	Discounts for cash are optional, additional charges for credit cards not allowable. (Per regulations in states.)
Competitive Product Sales -	No advertising for competitive product or non-tool related products or services (i.e., multi-level marketing plans Distributor may be involved in).

APPENDIX D
EXHIBIT R

MATCO TOOLS
PAYMENT PROGRAM AUTHORIZATION

(See attached form)

MATCO TOOLS

ELECTRONIC PAYMENT PROGRAM AUTHORIZATION

I (we) hereby authorize MATCO TOOLS CORPORATION, hereinafter called COMPANY, to process Automated Clearing House (ACH) debit or credit entries to my (our) account indicated below; and thedepository named below, hereinafter called DEPOSITORY, to debit or credit the same such account.

All debit entries to be processed must originate from my (our) telephone communication. **COMPANY may not initiate debit entries directly.**

DEPOSITORY (Bank) Name: _____

Address or Branch: _____

City: _____ State: _____ Zip: _____

Checking Account Number: _____

Distributor's Bank Account Name: _____

This authority is to remain in full force and effect until COMPANY and DEPOSITORY have received written notification from me (us) of its termination and COMPANY and DEPOSITORY have had a reasonable opportunity to act on it.

Distributor's Entity Name: 0	**Distributor Number:** (internal use only)	
Address:	**Email Address:**	
City:	**State:** 0	**Zip:**
Type of Entity: 0	**State of Formation:** 0	
Principal Owner Name:		

By _____

Name (Please type or print as it appears on bank account)

_____ _____ 0

Principal Owner Name: Title

X _____ **X** _____

Signature Date

In the space below, please attach a voided check for the account to be debited or credited.

ATTACH VOIDED CHECK HERE

APPENDIX D
EXHIBIT S-1

MATCO TOOLS
PROMISSORY NOTE FOR MOBILE STORE UPGRADE FINANCING PROGRAM

(See attached form)

Matco Tools Corporation	INSTALLMENT PROMISSORY NOTE For Mobile Store Upgrade Financing Program	APPENDIX D EXHIBIT S-1

(Address), (ST)
(Debtor's City and State)

$(Amount) _____, _____
(Principal Amount)

FOR VALUE RECEIVED, the undersigned promises to pay without defalcation or set off to the order of Matco Tools Corporation, a Delaware Corporation ("MATCO"), located at 4403 Allen Road, Stow, Ohio 44224, in lawful money of the United States of America, the amount of _____ Dollars ($ *(Amount)*), together with interest thereon at an annual rate of Six and Ninety-Nine One Hundredths of One Percent (6.99%) on the successive unpaid balances of said principal amount in _____ (_____) successive weekly installments of _____ Dollars ($____), commencing on _____, _____. On _____, _____, the entire remaining principal balance, plus any accrued and unpaid interest will be due and payable.

Interest at the rate specified herein shall continue to accrue and shall be payable to the holder hereof on any overdue and unpaid balances of the principal amount or installments thereof until such overdue amounts are paid in full, whether at or after the maturity hereof. The undersigned shall have the right to prepay the entire principal amount plus interest then accrued thereon at any time without notice or penalty.

The undersigned shall be in default under this Note upon the happening of any of the following events or conditions:

(a) Any installment of principal or interest on this Note is not paid when due or upon demand as aforesaid:
(b) The failure of the undersigned to pay its debts as they mature, or the occurrence of any event which results in the acceleration of the maturity of the indebtedness of the undersigned to others under any indenture, agreement, or undertaking;
(c) The cancellation of or default by the undersigned under that certain Distributorship Agreement, between Matco and the undersigned or any other agreement, note, lease, or contract between the undersigned and Matco or any subsidiary or affiliate of Matco, or the failure of the undersigned to perform any other obligation of the undersigned to subsidiary or affiliate of Matco;
(d) The dissolution, termination of existence, 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 proceedings under any bankruptcy or insolvency laws by or against, the undersigned or any guarantor of surety for the undersigned (including the undersigned's Principal Owner); or
(e) The failure of the undersigned to (i) have this note fully collateralized at all times, or (ii) provide evidence of full collateralization upon Matco's request, if collateralization is required by Matco

Upon default hereunder, the entire principal amount unpaid hereon, with interest then accrued, shall, at the option of any holder hereof, at once become due and payable without demand, or notice, demand and notice being hereby expressly waived, and such amounts of principal thereby declared to be due and payable shall thereafter continue to bear interest at the rate specified herein until all such amounts of principal plus interest accrued hereunder shall have been paid in full. Payments made hereon shall first be applied to payment of interest then accrued and then to the principal amount which remains unpaid.

The makers, endorsers and all guarantors of this Note jointly and severally waive demand, protest, presentment, notice of protest and non-payment or dishonor, and also waive any and all defenses on the grounds of any extensions or partial payments which may be granted or accepted by the holder before or after maturity of this Note or any installment hereof. Any rights or remedies conferred herein or by law upon any holder shall be cumulative and not exclusive and may be exercised at the option of the holder, either concurrently or consecutively.

Should legal action or an attorney at law be utilized to collect any amount due hereunder, the undersigned promises to pay all costs of collection. Including reasonable attorney's fees, incurred by Matco, any agent of Matco or affiliates thereof, or any other holder.

The undersigned, if more than one, shall be jointly and severally liable hereon. This note is governed by Ohio law.

Debtor: [Distributor Entity Name]

By: _____

Name: _____

Date: _____

Title: _____

Debtor's Principal Owner and Guarantor:

By: _____

Name: _____

Date: _____

Title: _____

Additional Guarantor (which may be Principal Owner's spouse):
If Principal Owner has a spouse, her or his spouse must sign below and serve as a Guarantor.

By: _____

Name: _____

Date: _____

Debtor's Address:

_____

_____

IN CONSIDERATION OF ONE DOLLAR, receipt of which is acknowledged, and of the credit given or discount, loan or extension of time made by or upon the within note, the undersigned (if more than one jointly and severally) hereby unconditionally guarantee to the holder the payment thereof whenever due, in whole or in part, agree that no release of security therefor (if any) shall impair or be a defense to this guaranty and hereby consent that from time to time, without notice to the undersigned, payment of said note be extended in whole or part. The signature or signatures of the undersigned hereto is or are intended as an endorsement of the within instrument as will as the execution of the foregoing guaranty by each of the undersigned, who hereby respectively waive presentment, demand or payment, protest, and notice of non-payment and of protest.

_____

_____

APPENDIX D
EXHIBIT S-2

MATCO TOOLS
SECURITY AGREEMENT FOR MOBILE STORE UPGRADE FINANCING PROGRAM

(See attached form)

SECURITY AGREEMENT

For Mobile Store Upgrade Financing Program

SECURITY AGREEMENT between MATCO TOOLS CORPORATION, a Delaware Corporation, with its offices located at 4403 Allen Road, Stow, Ohio 44224, ("Secured Party") and _____ [Distributor Entity Name] a _____ [Type of Entity] organized in _____ [State of Formation] and having offices at _____ ("Debtor").

1. CREATION OF SECURITY INTEREST. In consideration of Secured Party extending credit and/or financing facilities to Debtor, Debtor hereby grants to Secured Party a security interest in the Collateral described in Section 2 to secure all Debtor's present and future debts, obligations and liabilities of whatever nature accruing under the Matco Tools Distributorship Agreement signed by the parties on _____, _____, if any, any note or notes of Debtor, direct or indirect, absolute or contingent, due or to become due, whether now existing or hereafter arising, together with applicable interest thereon ("Obligations"), to Secured Party. This Agreement shall not be rendered void by the fact that as of any particular date there are no outstanding secured obligations, and no commitment by Secured Party to make advances. If at such time additional future advances are contemplated by the parties hereto, or any of them, this Agreement shall, if otherwise valid, continue in force and effect, insofar as concerns, and stand as security for, any indebtedness, liabilities and obligations of Debtor to Secured Party, incurred as arising prior to the filing of record of a termination statement with respect hereto, as required by law, Debtor hereby instructs the Secured Party not to file a termination statement until requested to do so by Debtor in writing.

2. COLLATERAL. The collateral subject to this Security Agreement ("the Collateral") is the truck used by the Debtor solely in connection with Debtor's operation of her or his Matco Tools Distributorship (the "Mobile Store"), now owned or hereafter acquired by Debtor.

3. DEBTOR'S WARRANTIES AND COVENANTS. Debtor covenants and warrants:

(a) Ownership-except for the security interest hereby granted, Debtor has, or in acquisition will have, full fee simple title to the Collateral, free of any adverse encumbrances, liens, or security interests, and that Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Location of Collateral-the Collateral will be kept at the address(es) of Debtor shown herein.

(c) Change of Addresses-Debtor shall immediately advise Secured Party in writing of any change or discontinuance in any of such address(es).

(d) No Other Financing Statement-which no other Financing Statement covering any of the Collateral is on file in any public office, with the exception of the following lien by _____.

(e) Maintenance of Collateral-that Debtor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances, and security interests (other than Secured Party's security interests); defend it against all claims and legal proceedings by persons other than Secured Party; pay and discharge when due all taxes, license fees, levies, and other charges upon it; not sell, lease, or otherwise dispose of it or permit it to become an accession to other goods except in the ordinary course of business, or as specifically authorized in writing by Secured Party; not permit it to be, used in violation of any applicable law, regulation, or policy of insurance. Loss of or damage to the collateral shall not release Debtor from any of the OBLIGATIONS.

(f) Insurance of Collateral-that Debtor will have and maintain insurance at all times with respect to all Collateral against risks of fire (included extended coverage), theft and other casualty, with reputable insurance companies; such insurance to be payable to Secured Party and Debtor as their interests may appear.

4. FINANCING STATEMENT. At the request of the Secured Party, Debtor will join in executing, or will execute, all necessary financing statements and any other documents deemed necessary by Secured Party and pay the cost of filing such statements or other documents.

5. PERSONS BOUND. This Agreement benefits Secured Party, its successors and assigns, and binds the Debtor(s) and their respective heirs, personal representatives, successors, and assigns.

6. PAYMENT. Payment for all OBLIGATIONS shall be made in accordance with the terms of the Agreement under which they accrued. Interest on all OBLIGATIONS shall accrue from the date the OBLIGATION was incurred until payment in full by Debtor at the rate published by Secured Party from time to time.

7. POSSESSION OF COLLATERAL. Until default Debtor may have possession of the Collateral and use or sell it in the ordinary course of Debtor's business, in any lawful manner not inconsistent with this Agreement.

8. INSPECTION OF COLLATERAL. Secured Party is authorized to examine and inspect the Collateral wherever located at any reasonable time or times, and Debtor shall assist Secured Party in making such inspection.

9. REQUIRED REPORTS. Debtor will provide necessary business reports as requested by Secured Party field and/or Corporate Management.

10. MAINTENANCE OF SECURITY INTEREST. Debtor shall pay all expenses and, upon request, take any action reasonably deemed advisable by Secured Party to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate, or enforce Secured Party's interest in it or rights under this Agreement.

11. AUTHORITY OF SECURED PARTY TO PERFORM FOR DEBTOR. If Debtor breaches or fails to perform, as when required, any provision of this Agreement or the OBLIGATIONS, Secured Party is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the OBLIGATIONS secured by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Secured Party at Secured Party. At the rate published from time to time by Secured Party.

12. DEFAULT. Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

(a) Default in the payment or performance of any obligation, covenant, liability and/or the OBLIGATIONS contained or referred to herein or in any note evidencing the same;

(b) Any warranty, representation or statement 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;

(c) Any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking;

(d) Loss, theft, damage, destruction, sale except in the ordinary course of business, or encumbrance to or of any of the Collateral not specified herein, or the making of any levy, seizure or attachment thereof or thereon;

(e) Death, dissolution, termination of existence, 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 proceedings under any bankruptcy or insolvency laws by or against, Debtor or any guarantor or surety for Debtor (including Debtor’s Principal Owner).

(f) The failure of the undersigned to (i) have this note fully collateralized at all times or, (ii) provide evidence of full collateralization upon Matco's request.

13. DEBTOR'S DEFAULT. Upon default hereunder or cancellation of the Matco Tools Distributorship Agreement between the parties, if any, or default by Debtor under said Agreement, all the OBLIGATIONS shall at the option of the Secured Party and without any notice or demand, become immediately due and payable; and Secured Party shall have all rights and remedies for default provided by the Uniform Commercial Code, as enacted in the State of Ohio, as well as any other applicable law. With respect to such rights and remedies:

(a) Making Collateral Available-Secured Party may require Debtor to make the Collateral available to Secured Party at any convenient place designed by Secured Party.

(b) Notice of Disposition- Written notice, when required by law, sent to any address of Debtor in this Agreement at least ten calendar days (counting the day of the sending) before the date of a proposed disposition of the Collateral is reasonable notice.

(c) Expenses and Application Proceeds-Debtor shall reimburse Secured Party for any expense incurred by Secured Party in protecting or enforcing its rights under this Agreement, including without limitation reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition, and disposing of the Collateral. After deduction of such expenses, Secured Party may apply the proceeds of disposition to the OBLIGATIONS in such order and amounts as it elects.

(d) Waiver-Secured Party may permit Debtor to remedy any default without waiving the default so remedied, and Secured Party may waive any default without waiving any other subsequent or prior default by Debtor, or the same default at a later date.

14. NON-LIABILITY OF SECURED PARTY. Secured Party has no duty to protect or dispose of the Collateral. Debtor releases Secured Party from any liability for any act or omission relating to the OBLIGATIONS, the Collateral, of this Agreement; except Secured Party's willful misconduct.

15. DEALERSHIP AGREEMENT. The terms of the current Matco Tools Distributorship Agreement between the parties, if any, are hereby incorporated by reference and shall be part of this Security Agreement unless otherwise provided. No provisions herein shall amend the Matco Tools Distributorship Agreement or guarantee its continuance or renewal; and, likewise, no term therein shall be deemed to modify or amend the terms hereof. In the case of any conflict or ambiguity between the terms of the Matco Tools Distributorship Agreement and this Agreement, the terms of this Agreement shall control.

16. MISCELLANEOUS. This Security Agreement shall be governed by the Uniform Commercial Code and other applicable laws of the State of Ohio, other than the law on conflicts of law of such State. The terms of this Agreement are severable; in the event one or more terms hereof are finally declared by law or by any court of competent jurisdiction to be legally void, unenforceable, unconscionable or illegal, the remainder of this Agreement shall continue to be valid and shall be interpreted and enforced as if the offending term had not appeared herein. This Agreement, together with any document containing terms incorporated herein or referred to hereby, shall constitute the entire Agreement between Debtor and Secured Party as to the subject matter hereof. This Agreement shall become effective when signed by the Debtor. Secured Party may sell or assign this Agreement to any person or corporation without prior notice to or consent of Debtor, and Debtor agrees to perform under this Agreement for the benefit of such purchaser or assignee from Secured Party to the same extent as for Secured Party.

MATCO TOOLS CORPORATION

Signed by Debtor on _____, ____ BY _____

Juli Foust

Debtor: [Distributor Entity Name]: Sr. Director, Financial Services

By: _____

Title: _____

Date: _____

Additional Guarantor (which may be Principal Owner's spouse):
If Principal Owner has a spouse, her or his spouse must sign below and serve as a Guarantor.

Debtor's Principal Owner and Guarantor:

By: _____ By: _____

Name: _____ Name: _____

Date: _____ Date: _____

All additional addresses of Debtor at which Collateral will be kept are

Street: _____ Street: _____

City: _____ City: _____

County: _____ County: _____

State: _____ State: _____

ASSIGNMENT

For value received, the undersigned Security Party hereby assigns this Security Agreement to _____ hereafter called "Assignee", its successors and assigns and hereby transfers title to the property described in said Security Agreement to said Assignee, and warrants that the facts set forth in the Security Agreement are true, that said property is free of all liens and encumbrances of whatever nature or kind except the lien and encumbrance created by this Security Agreement or otherwise specified herein; that said Security Agreement is genuine and in all things what it purports to be and that the undersigned has title to said property and has a right to transfer title thereto, subject to any encumbrance described herein; that the property described in said Security Agreement was sold to the Debtor in a bona fide time sale transaction; that all parties to the Security Agreement had capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any fact which impairs the validity of said Security Agreement or renders it less valuable or valueless. If any of the warranties herein contained are untrue, the undersigned will purchase on demand this Security Agreement for the balance remaining unpaid thereon.

This _____ day of _____, 20____

By _____
Title

FORM FRDOC-SA-Revised 7/16

APPENDIX D
EXHIBIT T-1

MATCO TOOLS
EXISTING DISTRIBUTOR ASSET TRANSFER ADDENDUM

(See attached form)

[DRAFTING NOTE: This Addendum will be executed in conjunction with a Distributor's acquisition of another distributor's assets and in conjunction with executing a new Distributorship Agreement.]

MATCO TOOLS
EXISTING DISTRIBUTOR ASSET TRANSFER ADDENDUM

This Existing Distributor Asset Transfer Addendum to the Matco Tools Distributorship Agreement (the "**Addendum**"), effective as of the last date signed below, ("**Effective Date**"), between **Matco Tools Corporation** ("**Matco**"), and **[]** (**"Distributor"**) (collectively the "**Parties**"; separately a "**Party**") is an addendum to the Parties' Matco Tools Distributorship Agreement (the "**Distributorship Agreement**") dated [].

WHEREAS, the Parties are entering into the Distributorship Agreement; and

WHEREAS, Distributor intends to purchase assets from [current Distributor], a current Matco distributor, with the consent of Matco given pursuant to the conditions set forth herein;

NOW, THEREFORE, the parties agree as follows:

1. **Asset Transfer.** Distributor shall purchase the following inventory and other assets from [current Distributor] as set forth below, at the cost of []. Distributor acknowledges that it has been given the opportunity by [current Distributor] to review the relevant inventory, purchase and payment records, and all other documentation relevant to the assets being purchased by Distributor, and is satisfied that it has all information necessary to enter into this transaction.

    a. [List of Inventory, TP, etc. being acquired]
    b.
    c.

2. **Initial Inventory Offset**. Matco and Distributor acknowledge that as a result of the Asset Transfer set forth above, Distributor's initial inventory purchase requirement is reduced by $[] to a total of $[].

3. **Matco Funding**. [If funding is occurring]. Matco agrees to finance up to $[] of Distributor's purchase of the above listed assets. This amount will be subject to and included in Distributor's Standard Initial Financing Program as a separate Note.

4. **Waiver of Rights.** In exchange for this consent, Distributor hereby waives any rights it may have against Matco related to the assets being purchased under this addendum, and does hereby fully release and forever discharge Matco and its parent entities, affiliates, predecessors, successors in interest, subsidiaries, divisions, employees, officers, directors, property managers, members, insurers, shareholders, agents, attorneys, and all persons or entities acting by, through, under or in concert with them (the "Matco Releasees"), of and from any manner of action or actions, claims, demands and causes of action of every kind, nature or description whatsoever, in law or in equity, suits, debts, liens, contracts, Agreement, promises, torts, liabilities, injuries, damages, losses, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent, which Syngenta now has or may hereafter have against the Navman Releasees, arising out of, or by reason of, or in any manner connected with assets being acquired related to this Addendum.

5. **Counterparts**. This Addendum may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall

constitute one and the same instrument. This Addendum may also be executed and delivered by electronic transmission, and any such counterpart executed and delivered by electronic transmission shall be deemed an original for all intents and purposes.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representative as of the Effective Date.

Distributor:	**Matco Tools Corporation**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of the Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in this Addendum.

Principal Owner Name: _____

Signature: _____

Date: _____

APPENDIX D
EXHIBIT T-2

MATCO TOOLS
ASSET TRANSFER CONSENT AGREEMENT

(See attached form)

[DRAFTING NOTE: This Asset Transfer Consent Agreement will be executed in conjunction with a Distributor's acquisition of another distributor's assets and in conjunction with executing a new Distributorship Agreement.]

MATCO TOOLS

ASSET TRANSFER CONSENT AGREEMENT

THIS ASSET TRANSFER CONSENT AGREEMENT (the "**Agreement**") is entered into as of **[Today's Date]**, by and among **MATCO TOOLS CORPORATION**, a Delaware corporation ("**Matco**"), and **[Distributor Name]**, an individual and resident of **[State]** (collectively "**Assignor**").

BACKGROUND

A. Matco and Assignor are parties to that certain Matco Tools Distributorship Agreement dated **[Date of Distributorship Agreement]** (the "**Distributorship Agreement**"). Under the terms of the Distributorship Agreement, Assignor operates a Matco mobile distributor (the "**Distributorship**").

B. Assignee is a corporation, limited liability company, or similar entity who has or will enter into a Matco Tools Distributorship Agreement with Matco.

C. Assignor wishes to sell and transfer certain assets of the Distributorship and the business operated by Assignor to Assignee as of the date of this Agreement (the **"Effective Date"**). In this Agreement, the term **"Transfer"** means the proposed transaction in the preceding sentence.

D. The consent of Matco to the Transfer is required under Section 10 of the Distributorship Agreement. Assignor has requested that Matco give its consent to the Transfer, and Matco is willing to provide its consent on the terms and conditions of this Agreement.

E. All capitalized terms contained herein shall have the same meaning ascribed to them in the Distributorship Agreement, unless otherwise defined herein.

NOW THEREFORE, the parties agree as follows:

1. **Assignment and Assumption**. As of the Effective Date, Assignor assigns and transfers to Assignee the following Assets in exchange for a payment of $[]. Distributor represents and warrants that it has given the Assignee the opportunity to review the relevant inventory, purchase and payment records, and all other documentation relevant to the assets being purchased by Assignee.

(a) [List of Inventory, TP, etc. being acquired]
(b)
(c)

2. **Consent of Matco**. Matco consents, as of the Effective Date, to the Transfer of the assets listed above to the Assignee, in exchange for which Distributor agrees to defend, indemnify, and hold Matco harmless against any and all losses, damages, liabilities,

costs, and expenses (including, but not limited to, reasonable attorneys' fees, reasonable costs of investigation, and court costs resulting from, consisting of, or arising out of or in connection with the assets listed in this Agreement, or the transfer thereof to Assignee. Matco's consent is also contingent upon Matco receiving the fully executed Mutual Release Agreement attached hereto as Appendix 1.

3. **No Waiver of Defaults**. Neither the giving of its consent to the Transfer nor any specific provision of this Agreement shall be construed as a waiver by Matco of any default by Assignor under the Distributorship Agreement.

4. **Representations of Assignor and Assignee**. Assignor represents that all of the information furnished to Matco in connection with the Transfer is correct and complete. Other than as set forth in this Agreement, Assignor has not relied on any representations, promises, guarantees, or warranties of Matco of any kind in entering into or consummating the Transfer.

5. **Entire Agreement**. This Agreement and the documents referred to herein constitute the complete understanding of the parties regarding the consent of Matco to the Transfer. This Agreement may not be modified except by a written amendment signed by all of the parties.

6. **Remedies of Matco**. In the event of any breach by Assignor under the terms of this Agreement, Matco shall have the right to seek any remedy available at law or in equity, including, but not limited to, specific performance. No remedy shall be exclusive of any other remedy to which Matco may be entitled.

7. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representative as of the Effective Date.

Assignor:		**Matco Tools Corporation**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of the Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in this Addendum.

Principal Owner Name: _____
Signature: _____
Date: _____

Appendix 1

[Note to Drafter: "Distributor" means the Distributor entity and "Principal Owner" means the individual principal owner.]

MUTUAL RELEASE AGREEMENT

The following is our current mutual release language that we expect to include in a release that a distributor and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

This Mutual Release Agreement ("Mutual Release") is made and entered into on _____, 20___ by and between Matco Tools Corporation, a Delaware Corporation ("Matco") with a principal place of business at 4403 Allen Road, Stow OH 44224 and _____ [Entity Name] [("Distributor")] [("Transferor")], a/n _____ _____ [State of Formation and Type of Entity] with a principal place of business at _____, and _____ [Individual Principal Owner Name], the Principal Owner of the Distributorship.

RECITALS

A. Distributor entered into a Distributorship Agreement dated _____, 20___ (the "Distributorship Agreement"), which granted Distributor the right and obligation to establish and operate a Matco mobile distributorship (the "Distributorship").

B. Distributor (together with its Principal Owner) wishes [to renew its relationship under the Distributorship Agreement, and to execute a new Distributorship Agreement and Renewal Addendum ("Renewal Distributorship Agreement")] [to transfer or assign its rights under the Distributorship Agreement to a new or transferee distributor ("Transfer Transaction").] In connection with the [Renewal Distributorship Agreement] [Transfer Transaction] Matco and [Distributor] [Transferor], and the Principal Owner, have agreed to execute this Mutual Release, along with such other documents related to the approved [Renewal Distributorship Agreement] [Transfer Transaction].

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

1. [Renewal] [Transfer] of Distributorship Agreement. In accordance with the terms of the Distributorship Agreement, Distributor has notified Matco of its desire to [renew] [transfer] its rights under the Distributorship Agreement and to comply with the terms and conditions regarding [renewal] [transfer] as specified in the Distributorship Agreement.

2. Releases.

a. By Distributor and Principal Owner. Distributor and Principal Owner hereby release and forever discharge Matco, Matco's corporate affiliates, and each of their respective past, present,

and future officers, directors, agents, and employees (collectively, the Matco Parties") from any and all claims, demands, liabilities, and causes of action of whatever kind or nature, vested or contingent, known or unknown, suspected or unsuspected, which Distributor or Principal Owner now owns or holds, or has at any time heretofore owned or held, or may at any time own or hold against the Matco Parties arising prior to and including the date of this Mutual Release which relates in any way to: (a) the Distributorship Agreement, including, but not limited to, the entry into the Distributorship Agreement; (b) the operation by Distributor of the Distributorship pursuant to the Distributorship Agreement; (c) the relationship between Matco and Distributor, or Matco and the Principal Owner; and (d) this Mutual Release (collectively, the "Distributor and Principal Owner Released Claims"). Distributor and Principal Owner each represents and warrants that it acknowledges and agrees that Distributor and Principal Owner may in the future learn of facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of this Section 2.a, but that nonetheless, it is the intention of Distributor and Principal Owner to fully, finally, and forever settle and release all of the Distributor and Principal Owner Released Claims.

b. By Matco. Matco hereby releases and forever discharges Distributor, Principal Owner, and their past, present, and future officers, directors, agents, and employees (collectively, the "Distributor Parties") from any and all claims, demands, liabilities, and causes of action of whatever kind or nature, vested or contingent, known or unknown, suspected or unsuspected, which Matco now owns or holds, or has at any time heretofore owned or held, or may at any time own or hold against the Distributor Parties arising prior to and including the date of this Mutual Release which relates in any way to: (a) the Distributorship Agreement, including, but not limited to, the entry into the Distributorship Agreement; (b) the operation by Distributor of the Distributorship pursuant to the Distributorship Agreement; (c) the relationship between Distributor and Matco, or Matco and Principal Owner; and (d) this Mutual Release (collectively, the "Matco Released Claims"). Matco represents and warrants that it acknowledges and agrees that Matco may in the future learn of facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of this Section 2.b, but that nonetheless, it is the intention of Matco to fully, finally, and forever settle and release all of the Matco Released Claims.

c. *If Distributor operates in the State of California, and/or if Principal Owner resides in the State of California, then this Section 2(c)(1) shall apply*: (1) Claims under Section 1542. Distributor, Principal Owner and Matco expressly state that it is their intention in executing this Mutual Release that it shall be effective as a bar to the Distributor and Principal Owner Released Claims and Matco Released Claims as prescribed by Section 1541 of the California Civil Code. Distributor, Principal Owner and Matco warrant that they are familiar with and have been advised by legal counsel concerning the legal effect of Section 1542 of the California Civil Code, and that Distributor, Principal Owner and Matco expressly waive and relinquish all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code, which provides that:

> 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.

If Distributor operates in the State of Washington, and/or if Principal Owner resides in the State of Washington, then this Section 2(c)(2) shall apply: (2) This Mutual Release Agreement only applies to the extent permitted by applicable law, and does not apply with respect to valid claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

3. Exception for Certain Monies Owed. The releases in Section 2.a and 2.b above do not

apply to any monies which may be owed by Matco to Distributor or Principal Owner or by Distributor or Principal Owner to Matco in the ordinary course of business under the Distributorship Agreement.

4. Acknowledgments. Distributor and Principal Owner each acknowledge that it or he or she has received a copy of this Mutual Release sufficiently in advance of executing it to be able to consult with counsel of Distributor's choosing, and Distributor and Principal Owner acknowledge having reviewed and understood this Mutual Release prior to executing it. Further, Distributor acknowledges that it received a copy of Matco's current form of franchise disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures" at least fourteen (14) calendar days prior to the date the Renewal Distributorship Agreement and this Mutual Release were executed.

5. No Prior Assignment. The parties represent and warrant that they are the sole owners of all claims and rights released hereunder and that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any suit, claim, controversy, liability, demand, action, or cause of action released under Sections 2.a and 2.b above.

6. Effect.

a. This Mutual Release shall be binding upon the respective corporate officers and directors of Matco and Distributor, and upon each party's legal representatives, successors, and assigns, and shall inure to the benefit of the respective parties hereto.

b. This Mutual Release shall be governed, construed, and interpreted under the laws of Ohio.

c. *If Distributor operates in the State of Maryland, and/or if Principal Owner lives in the State of Maryland, then this Section 6(c) shall apply*: Distributor and Matco agree that all actions arising under this Mutual Release must be commenced in arbitration in accordance with the terms of the Distributorship Agreement. In the event any claims arising under the Mutual Release with respect to the Maryland Franchise Registration and Disclosure Law, Distributor and Matco agree that all such actions must be commenced in the state or federal court of general jurisdiction in Maryland, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. This Mutual Release shall be interpreted and construed under the laws of the State of Maryland. In the event of any conflict of law, the laws of the State of Maryland shall prevail (without regard to, and without giving effect to, the application of Maryland conflict of law rules).

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Mutual Release, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:

_____

By:_____
Name: _____
Title: _____
Date: _____

MATCO TOOLS CORPORATION:

By: _____
Name:_____
Title: _____
Date: _____

PRINCIPAL OWNER:

By:_____
Name: _____
Title: _____
Date: _____

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX E-1: DISTRIBUTOR DISCLOSURE QUESTIONNAIRE

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX E-1: DISTRIBUTOR DISCLOSURE QUESTIONNAIRE

As you know, Matco Tools Corporation (the "**Franchisor**") and you are preparing to enter into a Distributorship Agreement for the operation of a Matco Tools Distributorship (the "**Distributorship**"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question. This questionnaire should be completed by your Principal Owner.

1. I first met with a Matco Tools representative to discuss in detail the Distributorship opportunity on _____, 20__.

2. Have you received and personally reviewed the Franchisor's Franchise Disclosure Document (the "**Disclosure Document**") provided to you?

   Yes _____ No _____

3. Did you sign a receipt for the Disclosure Document indicating the date you received it?

   Yes _____ No _____

4. Do you understand the information contained in the Disclosure Document?

   Yes _____ No _____

5. Have you received and personally reviewed the Distributorship Agreement and each exhibit attached to it?

   Yes _____ No _____

6. Please insert the date on which you received a copy of the Distributorship Agreement with all material blanks fully completed: _____

7. Do you understand that the Distributorship Agreement contains a number of provisions that may affect your legal rights, including required arbitration, designated locations or states for arbitration and any judicial proceedings, a waiver of a jury trial, a waiver of punitive or exemplary damages, limitations on when claims may be filed, and other waivers and limitations?

   Yes _____ No _____

8. Do you understand that you are agreeing:

   a. to open a new independent business, the success of which will depend in part on your ability to market and sell Matco products, predict and adapt to changes in the marketplace, negotiate and enter into agreements with third parties, attract and retain qualified staff as may be necessary, and otherwise operate all phases of an independent business over which you will have substantial control?

Yes _____ No _____

b. to be responsible for your own income, including the profits and losses that arise from owning an independent business?

Yes _____ No _____

c. that as an independent business owner, you will not earn wages, nor be eligible for workers' compensation, unemployment insurance or paid sick and family leave, or otherwise be entitled to benefits which would arise in the context of an employment relationship?

Yes _____ No _____

d. and that you must obtain a business license and a business tax registration; maintain a business location (which may be your residence); are free to set the price of the goods and services you offer and to negotiate the cost of goods and services provided to your business; that you remain free to perform non-competitive services that do not violate the Distributorship Agreement including, but not limited to, Section 11.9 of the Distributorship Agreement, that subject to your obligation to maintain reasonable business hours and to provide services only within the agreed-to territory (the "List of Calls") as set forth in the Distributorship Agreement, you alone determine how and when to perform the services under the Distributorship Agreement; and that you will regularly use your discretion and independent judgment in operating your business?

Yes _____ No _____

9. Do you understand your financial and other obligations under the Distributorship Agreement?

Yes _____ No _____

10. Do you understand the economic and business risks associated with operating the Distributorship?

Yes _____ No _____

11. Do you understand:

a. that this franchised business may be impacted by other risks, including those outside your or our control such as local, national or global economic, political or social disruption?

b. that such disruptions, and any preventative, protective, or remedial actions that federal, state, and local governments may take in response to a disruption, may result in a period of business disruption, reduced customer demand, and reduced operations for Distributorships, and may require that we take actions that might not be contemplated under the Distributorship Agreement?

c. the extent to which any such disruption impacts the Matco Tools system, and your franchised business, will depend on future developments which are highly uncertain and which we cannot predict?

Yes _____ No _____

12. Do you understand that the success or failure of the Distributorship will depend in large part upon your skills and abilities, the service you provide to your customers, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

Yes _____ No _____

13. As you have reviewed the financial performance representations in Item 19 of the Disclosure Document, do you understand that:

a. Item 19 contains only historical data from certain franchised Distributorships, and are not a promise, assurance or guaranty of future results of your franchised Distributorship; and

b. your results as a start-up business and Distributorship may be different than existing Distributorships with a longer operating history.

Yes _____ No _____

14. Have you discussed the economic and business risks of owning and operating the Distributorship with an attorney, accountant or other professional advisor?

Yes _____ No _____

15. If you have not consulted with an attorney, accountant, or other professional advisor, do you want additional time to do so?

Yes _____ No _____

16. Did you understand that you had the opportunity to go on a "Ride Along" with the Matco district manager to survey your proposed List of Calls?

Yes _____ No _____

17. Did you take advantage of the opportunity to go on a "Ride Along" with the Matco district manager, or other Matco associate or employee, to survey your proposed List of Calls?

Yes _____ No _____

18. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you or anyone else regarding any of the following issues that is contrary to, or different from, the information contained in the Disclosure Document:

a. the amount of money you may earn in operating the Distributorship;

b. the total revenues the Distributorship may generate;

c. the costs involved in operating the Distributorship;

d. the actual, average or projected profits or earnings or the likelihood of success that you should or might expect to achieve from operating the Distributorship; or

e. other than those matters addressed in your Distributorship Agreement, concerning advertising, marketing, media support, market penetration, training, support service or assistance relating to the Distributorship?

As to any of 18a, b, c, d, or e: Yes _____ No _____

If you answered "Yes" to any of part of question 18, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" as to each of the foregoing parts a, b, c, d, and e, please leave the following lines blank._____

_____

_____

_____

_____

19. How did you first learn of the Matco Tools Franchise (i.e., Internet, newspaper, magazine, Distributor, etc.)?

_____

_____

_____

_____

20. During my negotiations and evaluations leading up to my decision to buy a Matco Distributorship, I communicated with the following individuals from Matco Tools or its affiliates, or independent brokers:

Name	Address
1. _____	
2. _____	
3. _____	
4. _____	

[Insert additional names and addresses below if needed]

For Maryland prospective Distributors: Please do not sign this Distributor Disclosure Questionnaire if the Distributor is a Maryland resident or if the Distributorship will be located within the state of Maryland.

For Washington prospective Distributors: This Distributor Disclosure Questionnaire does not waive any liability that Matco may have for valid claims under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

You understand that your answers are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

_____

DISTRIBUTORSHIP APPLICANT/
PRINCIPAL OWNER

Date:_____, 20_____

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX E-2:

ACKNOWLEDGMENT REGARDING OWNERSHIP OF DISTRIBUTORSHIP

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX E-2:

ACKNOWLEDGMENT REGARDING OWNERSHIP OF DISTRIBUTORSHIP

As you know, Matco Tools Corporation (the "**Franchisor**" or **"Matco"**) and you are preparing to enter into a Distributorship Agreement for the operation of a Matco Tools Distributorship (the "**Distributorship**"). Accordingly, you hereby acknowledge and agree:

1. Matco's current policy is that it will not grant a Distributorship to any individual. Rather, Matco will only consider granting a Distributorship to a business entity, such as a corporation or a limited liability company;

2. Before commencing operations and within 45 days of signing the Distributorship Agreement, the Distributor must be owned and operated as a business entity, such as a corporation or limited liability company, throughout the term of the Distributorship Agreement;

3. You own at least a majority of the outstanding equity interests in the business entity that will serve as the Distributor (at least 51%);

4. You will not use the Marks as part of the corporate or other legal name of the business entity that will serve as the Distributor;

5. You have had the opportunity to discuss with an attorney, accountant or other professional advisor the legal, economic and business issues, potential advantages, and risks associated with forming a business entity and owning and operating the Distributorship;

6. You will be establishing and operating an independent "Matco Tools Distributorship" business and you will not be an employee of Matco. Because you are operating an independent business, your income will be solely the profits you earn from your Distributorship and you will not earn or receive any wages or any of the other benefits normally provided to employees; and

7. You are responsible for ensuring that your Distributorship operates in accordance with the law of the state, county, city, and town in which you form your business entity and the areas in which you operate your Distributorship, including obtaining such things as a business license, a business tax registration, required insurance, and any other license or registration that may be required by local law.

_____

DISTRIBUTORSHIP APPLICANT/
PRINCIPAL OWNER

Date: _____, ___.

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX F: STATE AGENCY EXHIBIT

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX F: STATE AGENCY EXHIBIT

Department of Financial Protection and Innovation
320 West Fourth Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500
Toll free: (866) 275-2677

Department of Agriculture and Consumer Services
Division of Consumer Services
407 South Calhoun Street
Tallahassee, Florida 32399
(850) 410-3753

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Franchise Section
Indiana Securities Division
Secretary of State, Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

Office of the Attorney General
Consumer Protection Division
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601
(502) 696-5389

Office of the Attorney General
Consumer Protection Division
1885 North 3rd St.
Baton Rouge, LA 70802
(225) 326-6465

State of Maine
Department of Professional & Financial Regulation
Office of Securities
76 Northern Avenue
Gardiner, Maine 04345
(207) 624-8551

Maryland Division of Securities
Office of the Attorney General
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Michigan Attorney General's Office
Consumer Protection Div., Franchise Section
525 West Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48933
(517) 373-7117

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198
(612) 296-4026

Nebraska Department of Banking and Finance
Commerce Court
1526 K Street
Suite 300
Lincoln, Nebraska 68508
(402) 471-3445

Bureau of Investor Protection and Securities
New York State Department of Law
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236
Fax: (212) 416-6042

Secretary of State's Office
State of North Carolina
300 North Salisbury Street, Suite 100
Raleigh, North Carolina 27603
(919) 807-2000

Insurance Commissioner
North Dakota Insurance & Securities Department
600 Boulevard Avenue, State Capitol
Bismarck, North Dakota 58505-0510
(701) 328-2910

Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

Director, Department of Business Regulation
Securities Division
Bldg. 69-1, First Floor
John O. Pastore Center
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9527

Department of Labor and Regulation
Division of Insurance – Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-4823

Secretary of State
Business Opportunities Section
1019 Brazos
Austin, Texas 78701
(512) 475-1769

State of Utah
Division of Consumer Protection
P.O. Box 45804
Salt Lake City, Utah 84145-0804
(801) 530-6601

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 1st Floor
Richmond, Virginia 23219-3630
(804) 371-9051

Department of Financial Institutions
Securities Division
150 Israel Road, SW
Tumwater, Washington 98501
(360) 902-8760

Commissioner of Securities
Department of Financial Institutions
Division of Securities
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 261-9555

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX G: AGENTS FOR SERVICE OF PROCESS

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX G: AGENTS FOR SERVICE OF PROCESS

We intend to register this Disclosure Document as a "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in those states:

California
Commissioner of FPI
Department of Financial Protection and Innovation
320 West Fourth Street, Suite 750
Los Angeles, California 90013-2344

Hawaii
Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

Illinois
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana
Indiana Secretary of State
302 West Washington St., Room E018
Indianapolis, Indiana 46204

Louisiana
Louisiana Secretary of State
P.O. Box 94125
Baton Rouge, Louisiana 70804-9125

Maine
Securities Administrator
Maine Securities Division
121 State House Station
Augusta, Maine 04333-0121

Maryland
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

Michigan
Michigan Department of Attorney General
Consumer Protection Division
525 West Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48933

Minnesota
Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101-2198

New York
New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

North Carolina
Secretary of State of North Carolina
300 North Salisbury Street
Raleigh, North Carolina 27603

North Dakota
Insurance Commissioner
North Dakota Insurance & Securities Department
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510

Rhode Island
Director, Department of Business Regulation,
Securities Division
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920

South Dakota
Department of Labor and Regulation
Division of Insurance – Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

Virginia
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219-3630
(804) 371-9733

Washington
Director of Department of Financial Institutions
Securities Division
150 Israel Rd, SW
Tumwater, Washington 98501

Wisconsin
Commissioner of Securities
Department of Financial Institutions
Division of Securities
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX H: STATE-SPECIFIC DISCLOSURES AND STATE AGREEMENT AMENDMENTS

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX H: STATE-SPECIFIC DISCLOSURES AND STATE AGREEMENT AMENDMENTS

1. California (Reserved)
2. Hawaii
3. Illinois
4. Maryland
5. Michigan
6. Minnesota
7. North Dakota
8. Rhode Island
9. Virginia
10. Washington

California Disclosure Addendum and California Agreement Amendment

The California Addendum is reserved.

The California Agreement Amendment is reserved.

Hawaii Disclosure Addendum

ADDITIONAL RISK FACTORS:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Hawaii Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this _____, by and between Matco Tools Corporation ("Matco") and _____ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated _____ (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of Hawaii. Therefore, Matco and the Distributor agree as follows:

1. The Distributorship Agreement is hereby amended and revised to provide that the release required pursuant to Article 2.2 or 10.2 of the Distributorship Agreement will not apply to any liability under the Hawaii Franchise Investment Law.

2. No statement, questionnaire, or acknowledgement 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.

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:	MATCO TOOLS CORPORATION:
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of this Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in the Distributorship Agreement and this Amendment thereto.

Principal Owner Name:_____

Signature:_____

Date:_____

Illinois Disclosure Addendum

Item 17. v and w of the Disclosure Document are amended by the addition of the following:

If the Distributorship will be located in the State of Illinois, then Section 4 of the Illinois Franchise Disclosure Act of 1987 provides that the provisions of the Distributorship Agreement which designate jurisdiction or venue in a forum outside of Illinois are void. Further:

1. The "Summary" of Item 17(v), entitled **Choice of Forum**, is deleted and replaced with the following language:

Arbitration must be in Summit County, Ohio. Subject to your arbitration obligation, no provision relates to choice of forum for litigation.

2. The "Summary" section of Item 17(w), entitled **Choice of Law**, is deleted and replaced with the following language:

Except to the extent governed by the Federal Arbitration Act, the United States Trademark of 1946, or other federal law, the Distributorship Agreement will be governed by and construed in accordance with, the laws of the State of Illinois.

Appendix E-1 of the FDD, the "Distributor Disclosure Questionnaire," is amended to include the following provision:

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 Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this _____, by and between Matco Tools Corporation ("Matco") and _____ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated _____ (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of Illinois. Therefore, Matco and the Distributor agree as follows:

1. The consent by the Distributor to jurisdiction and venue in Summit County, Ohio contained in Section 12.10 is applicable to arbitration hearings and matters related to or subject to arbitration, but such consent will not apply to cases that are not subject to arbitration.

2. Section 13.3 of the Distributorship Agreement is hereby amended and revised to provide that except to the extent governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.), or other federal law, the Distributorship Agreement will be governed by and construed in accordance with the laws of the State of Illinois, and the substantive law of Illinois will govern the rights and obligations of and the relationship between the parties.

3. The following statement shall be deemed to amend the Distributorship Agreement, and the Distributor Disclosure Questionnaire attached to the Matco FDD at Appendix E-1:

> 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.

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:	MATCO TOOLS CORPORATION:
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of this Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in the Distributorship Agreement and this Amendment thereto.

Principal Owner Name:_____

Signature:_____

Date:_____

Maryland Disclosure Addendum

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

> The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law. See Appendix J for additional information regarding the release.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> Except for claims that are subject to arbitration, the Distributor may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
>
> Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language to the summary of Provisions "v" and "w":

> , except for claims arising under the Maryland Franchise Registration and Disclosure Law.

Appendix E-1 of the FDD, the "Distributor Disclosure Questionnaire," shall be amended by the addition of the following at the end of the Questionnaire:

> The representations under this Distributor Disclosure Questionnaire are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
>
> 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 PROSPECTIVE DISTRIBUTORS SHOULD NOT SIGN THE "DISTRIBUTOR DISCLOSURE QUESTIONNAIRE**."

Appendix E-2 of the FDD, the "Acknowledgment Regarding Ownership of Distributorship" is hereby deleted in its entirety and replaced with Appendix E-2 attached hereto.

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX E-2 (FOR MARYLAND ONLY):

ACKNOWLEDGMENT REGARDING OWNERSHIP OF DISTRIBUTORSHIP

As you know, Matco Tools Corporation (the "**Franchisor**" or **"Matco"**) and you are preparing to enter into a Distributorship Agreement for the operation of a Matco Tools Distributorship (the "**Distributorship**"). Accordingly, you hereby acknowledge and agree:

1. Matco's current policy is that it will not grant a Distributorship to any individual. Rather, Matco will only consider granting a Distributorship to a business entity, such as a corporation or a limited liability company;

2. Your Distributorship must be established, owned and operated as a business entity, such as a corporation or limited liability company, throughout the term of the Distributorship Agreement;

3. You own at least a majority of the outstanding equity interests in the business entity that will serve as the Distributor (at least 51%);

4. You will not use the Marks as part of the corporate or other legal name of the business entity that will serve as the Distributor;

5. You will be establishing and operating an independent "Matco Tools Distributorship" business and you will not be an employee of Matco. Because you are operating an independent business, your income will be solely the profits you earn from your Distributorship and you will not earn or receive any wages or any of the other benefits normally provided to employees; and

6. You are responsible for ensuring that your Distributorship operates in accordance with the law of the state, county, city, and town in which you form your business entity and the areas in which you operate your Distributorship, including obtaining such things as a business license, a business tax registration, required insurance, and any other license or registration that may be required by local law.

_____

DISTRIBUTORSHIP APPLICANT/
PRINCIPAL OWNER

Date: _____, ___.

Maryland Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this _____, by and between Matco Tools Corporation ("Matco") and _____ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated _____ (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of Maryland. Therefore, Matco and the Distributor agree as follows:

1. The Recitals to the Distributorship Agreement are hereby amended to delete the first sentence of the fifth paragraph.

2. The Distributorship Agreement is hereby amended and revised to provide that the release required pursuant to Section 2.2 or 10.2 of the Distributorship Agreement will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Section 12.3 of the Distributorship Agreement is hereby amended and revised by the addition of the following at the end of the first sentence:

; except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law shall be commenced within three (3) years from the grant of the franchise.

4. Section 12.10 of the Distributorship Agreement is hereby amended and revised by the addition of the following at the end of the second sentence:

; except court hearings or lawsuits filed in federal or state court with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, to the extent not subject to arbitration.

5. Article 14 is hereby amended and revised by the addition of the following new Section 14.6:

14.6 The foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

6. The following statement shall be deemed to amend the Distributorship Agreement, and the Distributor Disclosure Questionnaire attached to the Matco FDD at Appendix E-1:

> 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.

7. Article 15 is hereby amended and revised as follows:

a. Section 15.2 is hereby deleted in its entirety.

b. Section 15.4 is hereby deleted in its entirety and replaced with the following:

15.4 **No Unauthorized Representations**. The Distributor understands that Matco will not be bound by any unauthorized representations, including those made by other Matco distributors or by lending institutions based on information given to them to assist in their evaluation of Matco's business opportunity.

c. Section 15.5 is hereby deleted in its entirety.

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

DISTRIBUTOR:	MATCO TOOLS CORPORATION:
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of this Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in the Distributorship Agreement and this Amendment thereto.

Principal Owner Name:_____

Signature:_____

Date:_____

Minnesota Disclosure Addendum

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Item 13 of the Disclosure Document is amended by the addition of the following:

The Minnesota Department of Commerce requires that Matco indemnify Minnesota Distributors against liability to third parties resulting from claims by third parties that the Distributor's use of the Marks infringes upon the trademark rights of the third party. Matco will indemnify against the consequences of a Distributor's use of Matco's Marks, but only if the Distributor uses the Marks in accordance with the requirements of the Distributorship Agreement, and as a further condition to an indemnification, the Distributor must provide notice to Matco of any such claim immediately and tender the defense of the claim to Matco. If Matco accepts tender of defense, Matco has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17 of the Disclosure Document is amended by the addition of the following:

With respect to Distributorships governed by Minnesota law, Matco will comply with Minnesota Statute 80C.14, Subdivisions 3, 4 and 5 which require, except in certain specified circumstances, that a Distributor be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Distributorship.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to a jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

Distributor cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

Appendix E-1 of the FDD, the "Distributor Disclosure Questionnaire," is amended to include the following provision:

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 Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this _____, by and between Matco Tools Corporation ("Matco") and _____ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated _____ (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of Minnesota. Therefore, Matco and the Distributor agree as follows:

1. Section 13.3 of the Distributorship Agreement is hereby amended and revised as follows:

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to a jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

2. The Distributorship Agreement is hereby amended and revised to provide that the release required pursuant to Section 2.2 or 10.2 of the Distributorship Agreement will not apply to any liability under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

3. The Distributorship Agreement is hereby amended and revised as follows:

With respect to Distributorships governed by Minnesota law, Matco will comply with Minnesota Statute 80C.14, Subdivisions 3, 4 and 5 which require, except in certain specified circumstances, that a Distributor be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Distributorship.

The Minnesota Department of Commerce requires that Matco indemnify Distributors whose Distributorship is located in Minnesota against liability to third parties resulting from claims by third parties that the Distributor's use of the Marks infringe upon the trademark rights of the third party. Matco will indemnify against the consequences of a Distributor's use of the Marks but only if the Distributor uses the Marks in accordance with the requirements of the Distributorship Agreement and Matco's standards and specifications. As a further condition to indemnification, the Distributor must provide notice to Matco of any such claim immediately and tender the defense of the claim to Matco. If Matco accepts tender of defense, Matco has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Distributor consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

4. The following statement shall be deemed to amend the Distributorship Agreement, and the Distributor Disclosure Questionnaire attached to the Matco FDD at Appendix E-1:

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.

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

DISTRIBUTOR:	MATCO TOOLS CORPORATION:
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of this Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in the Distributorship Agreement and this Amendment thereto.

Principal Owner Name:_____

Signature:_____

Date:_____

New York Disclosure Addendum

Appendix E-1 of the FDD, the "Distributor Disclosure Questionnaire," is amended to include the following provision:

> 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.

New York Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this _____, by and between Matco Tools Corporation ("Matco") and _____ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated _____ (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of New York. Therefore, Matco and the Distributor agree as follows:

1. 1. The following information is added to the cover page of the Franchise Disclosure Document.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN APPENDIX F OR YOUR PUBLIC LIBRARY FOR SERVICES OR 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 ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT 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 is to be 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 is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "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 thereunder 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.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

5. The following 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 the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York

6. The following statement shall be deemed to amend the Distributorship Agreement, and the Distributor Disclosure Questionnaire attached to the Matco FDD at Appendix E-1:

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.

7. 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.

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

[Signature Page Follows]

DISTRIBUTOR:	MATCO TOOLS CORPORATION:
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of this Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in the Distributorship Agreement and this Amendment thereto.

Principal Owner Name:_____

Signature:_____

Date:_____

North Dakota Disclosure Addendum

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Disclosure Document for Matco Tools Corporation shall be amended by the addition of the following language:

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

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 arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction 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 any claims arising under the North Dakota franchise law will 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 and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Requiring that North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

2. Appendix E-1 of the FDD, the "Distributor Disclosure Questionnaire," is amended to include the following provision:

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.

3. Each provision of this addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-1 through 51-19-17, are met independently without reference to this addendum to the Disclosure Document.

North Dakota Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this _____, by and between Matco Tools Corporation ("Matco") and _____ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated _____ (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of North Dakota. Therefore, Matco and the Distributor agree as follows:

1. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Any provision which discloses 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: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Requiring that North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

2. The following statement shall be deemed to amend the Distributorship Agreement, and the Distributor Disclosure Questionnaire attached to the Matco FDD at Appendix E-1:

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.

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:	MATCO TOOLS CORPORATION:
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of this Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in the Distributorship Agreement and this Amendment thereto.

Principal Owner Name:_____

Signature:_____

Date:_____

Rhode Island Disclosure Addendum

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34 the Franchise Disclosure Document for Matco Tools Corporation for use in the State of Rhode Island shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to the Disclosure document.

Rhode Island Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this _____, by and between Matco Tools Corporation ("Matco") and _____ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated _____ (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of Rhode Island. Therefore, Matco and the Distributor agree as follows:

1. Article 12 of the Agreement, under the heading "Dispute Resolution" and Article 13 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following:

> Notwithstanding the foregoing, Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island amendment to the Distributorship Agreement on the same date as the Distributorship Agreement was executed.

DISTRIBUTOR:	MATCO TOOLS CORPORATION:
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of this Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in the Distributorship Agreement and this Amendment thereto.

Principal Owner Name:_____

Signature:_____

Date:_____

Virginia Disclosure Addendum

1. The following two paragraphs apply to any Distributorship Agreement entered into after June 30, 2026:

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

2. Appendix E-1 of the FDD, the "Distributor Disclosure Questionnaire," is amended to include the following provision:

> 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.

Virginia Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this _____, by and between Matco Tools Corporation ("Matco") and _____ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated _____ (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the Commonwealth of Virginia. Therefore, Matco and the Distributor agree as follows:

1. The following two paragraphs apply to any Franchise Agreement entered into after June 30, 2026:

a. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

b. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Virginia amendment to the Distributorship Agreement on the same date as the Distributorship Agreement was executed.

DISTRIBUTOR:	MATCO TOOLS CORPORATION:
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of this Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in the Distributorship Agreement and this Amendment thereto.

Principal Owner Name:_____

Signature:_____

Date:_____

Washington Disclosure Addendum

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, the Franchise Disclosure Document for Matco Tools Corporation in connection with the offer and sale of franchises for use in the State of Washington shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs at the conclusion of the Item:

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 involving a franchise purchased in Washington, the arbitration site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator at the time of arbitration. 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 shall not include rights under the Washington Franchise Investment Protection Act 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, 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.

1. Appendix E-1 of the FDD, the "Distributor Disclosure Questionnaire," is amended to include the following provision:

> 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.

2. Each provision of this addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, are met independently without reference to this addendum to the disclosure document.

Washington Distributorship Agreement Amendment

THIS AMENDMENT to the Distributorship Agreement is entered into this _____, by and between Matco Tools Corporation ("Matco") and _____ (the "Distributor") to amend and revise certain provisions of the Distributorship Agreement between Matco and the Distributor dated _____ (the "Distributorship Agreement") as follows:

The Distributor's Matco® Tools business is to be located in the State of Washington. Therefore, Matco and the Distributor agree as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

2. RCW 19.100.180 may supersede the Distributorship Agreement in Distributor's relationship with Matco including the areas of termination and renewal of Distributor's franchise. There may also be court decisions which may supersede the Distributorship Agreement in Distributor's relationship with Matco including the areas of termination and renewal of Distributor's franchise.

3. In any arbitration involving a franchise purchased in Washington, the arbitration site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator at the time of arbitration. 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 Matco'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.

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.

7. Pursuant to RCW 19.100.180(2)(g) and RCW 19.100.220(2), the last sentence of Section 15.2 of the Distributorship Agreement is revised to remove the phrase "or relied on" and now reads as follows:

"We expressly disclaim making, and You acknowledge that You have not received, any warranty or guaranty, express or implied, as to the potential volume, profits, costs or success of the business contemplated by this Agreement."

8. The following statement shall be deemed to amend the Distributorship Agreement, and the Distributor Disclosure Questionnaire attached to the Matco FDD at Appendix E-1:

> 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.

To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Distributorship Agreement or the exhibits or attachments thereto, the terms of this Amendment will govern. All other terms and conditions of the Distributorship Agreement will remain the same.

DISTRIBUTOR:	MATCO TOOLS CORPORATION:
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of this Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in the Distributorship Agreement and this Amendment thereto.

Principal Owner Name:_____

Signature:_____

Date:_____

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX I: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX I: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(To be executed by a prospective Distributor and its current or prospective Principal Owner before viewing any portion of the Service Standards)

As an inducement to Matco Tools Corporation ("**Matco**") to disclose to the undersigned Matco's confidential customer service standards ("**Service Standards**"), as part of its pre-sale investigation about the possible purchase of a Matco distributorship, the undersigned agrees: (1) that the undersigned is only permitted to view the Service Standards via the electronic platform designated by Matco, and that the undersigned must not download, print, duplicate, reproduce, transmit, modify, or in any way retain any portion of the Service Standards; (2) that the undersigned must return to Matco any portion of the Service Standards that the undersigned has accessed within 14 days after Effective Date, in the event that any portion of the Service Standards was accessed in a format that it is possible to return; (3) that the undersigned must hold all information contained in the Service Standards in strict confidence as a valued trade secret and property right of Matco, and must take all commercially reasonable precautions to protect the confidentiality of the Service Standards; (4) that the undersigned must not disclose any part of the Service Standards to any other person or entity unless such person or entity is subject to a confidentiality agreement with Matco and Matco has expressly provided its prior written consent to such disclosure; and (5) that undersigned must not to use such information for its or any other person's or entity's benefit except in connection with the operation of a distributorship licensed to the undersigned by Matco.

The undersigned acknowledges that Matco may exercise all legal and equitable remedies available to it in enforcing this Confidentiality and Non-Disclosure Agreement. The undersigned also acknowledges that a violation of the terms of this Confidentiality and Non-Disclosure Agreement will cause irreparable injury to Matco, for which no adequate remedy at law may be available, and that Matco may, among other things, seek the issuance of an injunction prohibiting any conduct by the undersigned in violation of the terms of this Confidentiality and Non-Disclosure Agreement. The undersigned agrees to pay all costs and expenses, including reasonable attorney's fees, costs, and expenses (including any interest) incurred by Matco in enforcing this Confidentiality and Non-Disclosure Agreement.

The waiver of any breach of any provision under this Confidentiality and Non-Disclosure Agreement by Matco shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.

This Confidentiality and Non-Disclosure Agreement supersedes all prior discussions and agreements and constitutes the entire agreement between the undersigned and Matco with respect to the subject matter hereof. This Confidentiality and Non-Disclosure Agreement may only be modified in a writing signed by the undersigned and Matco.

Any dispute or controversy arising out of or relating to this Confidentiality and Non-Disclosure Agreement shall be governed by Ohio law, without application of conflicts of law principles, and the undersigned agrees to the exclusive jurisdiction of the courts located in the city and state where Matco has its headquarters at the time the action is commenced.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date set forth below.

DISTRIBUTOR:_____

_____

By: _____
Name:_____
Title:_____

PRINCIPAL OWNER: (may be a prospective Principal Owner)

By:_____
Name:_____

Date:_____ (the "Effective Date")

MATCO TOOLS CORPORATION
Customer Service Standards

The Matco Distributorship Agreement requires Distributors to operate the Distributorship in conformity and compliance with the image, integrity, quality, cleanliness and product and service standards described in the Matco Operating Manual and in accordance with these Customer Service Standards. Adherence to Matco's Customer Service Standards is designed to achieve a premier customer experience for all Matco customers which is the basis for the goodwill associated with the Matco brand and the network of Matco Distributorships. Matco's Customer Service Standards are based on the following five pillars: **Promotion; Professionalism; Expertise; Reliability** and **Premier Customer Support**.

- **Promotion of Distributorship / Matco Brand Champion**: Distributors are expected to be a Matco Brand Champion and use their best efforts at all times to actively market, promote, and sell Matco products to all Potential Customers on the Distributor's List of Calls. Customers want a fair price, a comment to superior service, and friendly and professional treatment.

- **Professionalism**: Distributors are the face of the Matco Brand and the entire network of Matco Distributors. Appearance, personal conduct, safety, and effective and professional communication are all fundamental to representing the Matco Brand. Professionalism includes wearing Matco® branded attire; maintaining a well-stocked and clean (interior and exterior) Mobile Store that is in good mechanical condition; and operating the Mobile Store showroom in a safe and lawful manner at all times. Operating while impaired or under the influence of drugs or alcohol, not only is against the law and a violation of the Matco Distributor Agreement, but is contrary to these Customer Service Standards.

- **Expertise**: Product knowledge and familiarity with the full catalog of Matco products is crucial to providing a premier customer experience. Successful completion of all required training programs and utilizing the knowledge and expertise of District Managers is critical. Distributors need to be an expert in the Matco Distributor Business System (MDBS), Matco's catalogs and forms such as the Purchase Security Agreement (PSA), required for sales transactions. Distributors should also know each individual customer's business needs and keep abreast of industry trends.

- **Reliability**: Frequency of visits and timeliness of response to customer's needs is paramount. Customers need to know that you will be there for them. They should know that you will: (1) make a 100% effort to visit every week; (2) repair or replace tools under warranty; (3) promptly send off tools for repair; (4) have a well-stocked Mobile Store with an abundant supply of hand and specialty tools; and (5) are available any time on the Matco App in the case of an emergency.

- **Premier Customer Support**: As noted, regular contact with customers is an essential element of providing premier customer service. Product availability, timeliness of delivery, and providing quality repair service and warranty support is essential. Knowing Matco's tool return and repair policies is a must. Distributors should constantly monitor sales and trends to determine the inventory of Products best suited to meet the needs and expectations of its customers.

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX J: MUTUAL RELEASE AGREEMENT

[Note to Drafter: "Distributor" means the Distributor entity and "Principal Owner" means the individual principal owner.]

APPENDIX J
MUTUAL RELEASE AGREEMENT

The following is our current mutual release language that we expect to include in a release that a distributor and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

This Mutual Release Agreement ("Mutual Release") is made and entered into on _____, 20___ by and between Matco Tools Corporation, a Delaware Corporation ("Matco") with a principal place of business at 4403 Allen Road, Stow OH 44224 and _____ [Entity Name] [("Distributor")] [("Transferor")], a/n _____ _____ [State of Formation and Type of Entity] with a principal place of business at _____ _____, and _____ [Individual Principal Owner Name], the Principal Owner of the Distributorship.

RECITALS

A. Distributor entered into a Distributorship Agreement dated _____, 20___ (the "Distributorship Agreement"), which granted Distributor the right and obligation to establish and operate a Matco mobile distributorship (the "Distributorship").

B. Distributor (together with its Principal Owner) wishes [to renew its relationship under the Distributorship Agreement, and to execute a new Distributorship Agreement and Renewal Addendum ("Renewal Distributorship Agreement")] [to transfer or assign its rights under the Distributorship Agreement to a new or transferee distributor ("Transfer Transaction").] In connection with the [Renewal Distributorship Agreement] [Transfer Transaction] Matco and [Distributor] [Transferor], and the Principal Owner, have agreed to execute this Mutual Release, along with such other documents related to the approved [Renewal Distributorship Agreement] [Transfer Transaction].

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

1. [Renewal] [Transfer] of Distributorship Agreement. In accordance with the terms of the Distributorship Agreement, Distributor has notified Matco of its desire to [renew] [transfer] its rights under the Distributorship Agreement and to comply with the terms and conditions regarding [renewal] [transfer] as specified in the Distributorship Agreement.

2. Releases.

a. By Distributor and Principal Owner. Distributor and Principal Owner hereby release and forever discharge Matco, Matco's corporate affiliates, and each of their respective past, present, and future officers, directors, agents, and employees (collectively, the

Matco Parties") from any and all claims, demands, liabilities, and causes of action of whatever kind or nature, vested or contingent, known or unknown, suspected or unsuspected, which Distributor or Principal Owner now owns or holds, or has at any time heretofore owned or held, or may at any time own or hold against the Matco Parties arising prior to and including the date of this Mutual Release which relates in any way to: (a) the Distributorship Agreement, including, but not limited to, the entry into the Distributorship Agreement; (b) the operation by Distributor of the Distributorship pursuant to the Distributorship Agreement; (c) the relationship between Matco and Distributor, or Matco and the Principal Owner; and (d) this Mutual Release (collectively, the "Distributor and Principal Owner Released Claims"). Distributor and Principal Owner each represents and warrants that it acknowledges and agrees that Distributor and Principal Owner may in the future learn of facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of this Section 2.a, but that nonetheless, it is the intention of Distributor and Principal Owner to fully, finally, and forever settle and release all of the Distributor and Principal Owner Released Claims.

b. By Matco. Matco hereby releases and forever discharges Distributor, Principal Owner, and their past, present, and future officers, directors, agents, and employees (collectively, the "Distributor Parties") from any and all claims, demands, liabilities, and causes of action of whatever kind or nature, vested or contingent, known or unknown, suspected or unsuspected, which Matco now owns or holds, or has at any time heretofore owned or held, or may at any time own or hold against the Distributor Parties arising prior to and including the date of this Mutual Release which relates in any way to: (a) the Distributorship Agreement, including, but not limited to, the entry into the Distributorship Agreement; (b) the operation by Distributor of the Distributorship pursuant to the Distributorship Agreement; (c) the relationship between Distributor and Matco, or Matco and Principal Owner; and (d) this Mutual Release (collectively, the "Matco Released Claims"). Matco represents and warrants that it acknowledges and agrees that Matco may in the future learn of facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of this Section 2.b, but that nonetheless, it is the intention of Matco to fully, finally, and forever settle and release all of the Matco Released Claims.

c. *If Distributor operates in the State of California, and/or if Principal Owner resides in the State of California, then this Section 2(c)(1) shall apply*: (1) Claims under Section 1542. Distributor, Principal Owner and Matco expressly state that it is their intention in executing this Mutual Release that it shall be effective as a bar to the Distributor and Principal Owner Released Claims and Matco Released Claims as prescribed by Section 1541 of the California Civil Code. Distributor, Principal Owner and Matco warrant that they are familiar with and have been advised by legal counsel concerning the legal effect of Section 1542 of the California Civil Code, and that Distributor, Principal Owner and Matco expressly waive and relinquish all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code, which provides that:

> 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.

If Distributor operates in the State of Washington, and/or if Principal Owner resides in the State of Washington, then this Section 2(c)(2) shall apply: (2) This Mutual Release Agreement only applies to the extent permitted by applicable law, and does not apply with respect to valid claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

3. Exception for Certain Monies Owed. The releases in Section 2.a and 2.b above do not apply to any monies which may be owed by Matco to Distributor or Principal Owner or by Distributor or Principal Owner to Matco in the ordinary course of business under the Distributorship Agreement.

4. Acknowledgments. Distributor and Principal Owner each acknowledge that it or he or she has received a copy of this Mutual Release sufficiently in advance of executing it to be able to consult with counsel of Distributor's choosing, and Distributor and Principal Owner acknowledge having reviewed and understood this Mutual Release prior to executing it. Further, Distributor acknowledges that it received a copy of Matco's current form of franchise disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures" at least fourteen (14) calendar days prior to the date the Renewal Distributorship Agreement and this Mutual Release were executed.

5. No Prior Assignment. The parties represent and warrant that they are the sole owners of all claims and rights released hereunder and that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any suit, claim, controversy, liability, demand, action, or cause of action released under Sections 2.a and 2.b above.

6. Effect.

a. This Mutual Release shall be binding upon the respective corporate officers and directors of Matco and Distributor, and upon each party's legal representatives, successors, and assigns, and shall inure to the benefit of the respective parties hereto.

b. This Mutual Release shall be governed, construed, and interpreted under the laws of Ohio.

c. *If Distributor operates in the State of Maryland, and/or if Principal Owner lives in the State of Maryland, then this Section 6(c) shall apply*: Distributor and Matco agree that all actions arising under this Mutual Release must be commenced in arbitration in accordance with the terms of the Distributorship Agreement. In the event any claims arising under the Mutual Release with respect to the Maryland Franchise Registration and Disclosure Law, Distributor and Matco agree that all such actions must be commenced in the state or federal court of general jurisdiction in Maryland, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. This Mutual Release shall be interpreted and construed under the laws of the State

of Maryland. In the event of any conflict of law, the laws of the State of Maryland shall prevail (without regard to, and without giving effect to, the application of Maryland conflict of law rules).

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Mutual Release, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:

_____

By:_____
Name: _____
Title: _____
Date: _____

MATCO TOOLS CORPORATION:

By:_____
Name: _____
Title: _____
Date: _____

PRINCIPAL OWNER:

By:_____
Name: _____
Title: _____
Date: _____

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX K: LIST OF CALLS ACKNOWLEDGMENT

Matco Tools
Appendix K-1: List of Calls Acknowledgement

[Note to Drafter: The highlighted blank below should be completed with the name of the Distributor entity. "Prospective Distributor" means the Distributor entity and "Principal Owner" means the individual principal owner.]

Prospective Matco Distributor: _____("Prospective Distributor")

Principal Owner: _____("Principal Owner")

Matco List of Calls: _____

Prospective Distributor is considering purchasing a Matco Tools Distributorship. Specifically, Prospective Distributor is considering a Matco Tools Distributorship which covers shops, locations and potential customers in the attached List of Calls.

As part of Prospective Distributor's due diligence and investigation of the Matco Tools opportunity, Prospective Distributor's Principal Owner met with various Matco personnel, including _____. Principal Owner and Prospective Distributor have been advised that the proposed List of Calls has a maximum of 325 Potential Customers. Principal Owner and Prospective Distributor understand that the Potential Customers may or may not purchase products or become actual customers.

Name of RFSM, RM, FSM, or DM

A Matco Representative offered Principal Owner the opportunity to survey the List of Calls and visit the stops on her or his own, or ride with the District Manager or another Matco Representative to visit each stop, shop or location on the List of Calls, so that he or she could assess, for herself or himself, the potential for the route and the potential customers.

Select <u>only one</u> of the following:

Cannot be a date prior to receiving this document.

☐ On _____(date(s)) Principal Owner surveyed the List of Calls herself or himself, and personally surveyed the stops, shops and locations on the attached List of Calls. Principal Owner is satisfied with the stops and the number of potential customers at the stops on Prospective Distributor's List of Calls.

Cannot be a date prior to receiving this document + RFSM, RM, FSM, or DM

☐ On _____ (date(s)) Principal Owner participated in a ride-along with a Matco Representative _____, and Principal Owner personally surveyed the stops, shops and locations on the attached List of Calls. Principal Owner is satisfied with the stops and the number of potential customers at the stops on Prospective Distributor's List of Calls.

☐ Principal Owner and Prospective Distributor chose <u>not</u> to survey the attached List of Calls or to participate in a ride-along with a Matco Representative.

Prospective Distributor understands that the ride-along opportunity can be a valuable tool in my evaluation of a Matco Tools Distributorship opportunity. Principal Owner and Prospective Distributor have received the assistance that we requested from Matco.

[*Signature Page Follows*]

Prospective Distributor and Principal Owner hereby confirm that Prospective Distributor and Principal Owner have been advised that if any statement in this List of Calls Acknowledgement ("Acknowledgement") is not correct, neither Prospective Distributor nor Principal Owner should not sign this Acknowledgement.

This List of Calls Acknowledgment is true and correct.

Prospective Distributor:

_____

Sign: _____

Print Name: _____

Title: _____

Date: _____

Principal Owner:

Sign: _____

Print Name: _____

Date: _____

Matco Tools 225
Appendix K-2: List of Calls Acknowledgement

[Note to Drafter: The highlighted blank below should be completed with the name of the Distributor entity. "Prospective Distributor" means the Distributor entity and "Principal Owner" means the individual principal owner.]

Prospective Matco Distributor: _____ ("Prospective Distributor")

Principal Owner: _____("Principal Owner")

Matco List of Calls: _____

Prospective Distributor is considering purchasing a Matco Tools Distributorship. Specifically, Prospective Distributor is considering a Matco Tools Distributorship which covers shops, locations and potential customers in the attached List of Calls.

As part of Prospective Distributor's due diligence and investigation of the Matco Tools opportunity, Prospective Distributor's Principal Owner met with various Matco personnel, including _____. ← Name of RFSM, RM, FSM, or DM

Principal Owner and Prospective Distributor have been advised that the proposed List of Calls has a maximum of 225 Potential Customers (unless otherwise approved by Matco, not to exceed 240 potential customers). Principal Owner and Prospective Distributor understand that the Potential Customers may or may not purchase products or become actual customers.

A Matco Representative offered Principal Owner the opportunity to survey the List of Calls and visit the stops her or his own, or ride with the District Manager or another Matco Representative to visit each stop, shop or location on the List of Calls, so that he or she could assess, for herself or himself, the potential for the route and the potential customers.

Select only one of the following:

Cannot be a date prior to receiving this document.

☐ On _____ (date(s)) Principal Owner surveyed the List of Calls herself or himself, and personally surveyed the stops, shops and locations on the attached List of Calls. My Principal Owner is satisfied with the stops and the number of potential customers at the stops on my List of Calls.

Cannot be a date prior to receiving this document + RFSM, RM, FSM, or DM

☐ On _____ (date(s)) Principal Owner participated in a ride-along with a Matco Representative _____, and Principal Owner personally surveyed the stops, shops and locations on the attached List of Calls. Principal Owner is satisfied with the stops and the number of potential customers at the stops on Prospective Distributor's List of Calls.

☐ Principal Owner and Prospective Distributor chose not to survey the attached List of Calls or to participate in a ride-along with a Matco Representative.

Prospective Distributor understands that the ride-along opportunity can be a valuable tool in my evaluation of a Matco Tools Distributorship opportunity. Principal Owner and Prospective Distributor have received the assistance that we requested from Matco.

[Signature Page Follows]

Prospective Distributor and Principal Owner hereby confirm that Prospective Distributor and Principal Owner have been advised that if any statement in this List of Calls Acknowledgement ("Acknowledgement") is not correct, neither Prospective Distributor nor Principal Owner should not sign this Acknowledgement.

This List of Calls Acknowledgment is true and correct.

Prospective Distributor:

_____

Sign: _____

Print Name: _____

Title: _____

Date: _____

Principal Owner:

Sign: _____

Print Name: _____

Date: _____

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX L: MATCO 225 AMENDMENTS

[Note to Drafter: "Distributor" means the Distributor entity and "Principal Owner" means the individual principal owner.]

225 AMENDMENT
TO
MATCO TOOLS DISTRIBUTORSHIP AGREEMENT
(for Existing Distributors)

This 225 Amendment (this "Amendment") to the Matco Tools Distributorship Agreement is entered into by and between Matco Tools Corporation ("Matco"), a Delaware corporation, and _____ (the "Distributor"), a _____ organized in _____ and having offices at _____.

BACKGROUND

A. Matco and Distributor entered into a Matco Tools Distributorship Agreement dated _____, 20__ (the "Agreement") which grants Distributor the right to operate a Matco mobile distributorship under the Business System (the "Distributorship"). This Distributorship is referred to in Matco's records as "Distributorship # _____."

B. Distributor has operated its Distributorship for over _____ years. Distributor and Distributor's Principal Owner have expressed to Matco their desire to continue to operate a Matco distributorship, but with a fewer number of customers, calls, and Potential Customers. Matco has considered offering distributorships that operate in a smaller area and with fewer Potential Customers than in a standard Matco Tools distributorship. These distributorships are referred to as "225 Distributorships" or "225s."

C. Distributor has requested that Matco convert its Distributorship #_____ to a 225 Distributorship, with the same distributorship number.

D. Matco has provided Distributor with Matco's current form of Franchise Disclosure Document (or "FDD"), which describes the 225 Distributorships and how the 225 Distributorships vary from the standard distributorships. The 225 Distributorship business is a relatively untested, experimental variation of the Matco distributorship, and has been offered by Matco on a limited basis.

E. Distributor desires to operate a 225 Distributorship, and Matco and Distributor desire to modify the Agreement to reflect the differences in the 225 Distributorship.

F. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Distributorship Agreement.

In consideration of the mutual promises contained in this Amendment and the Agreement, the Distributor and Matco agree and contract as follows:

1. Limited Distribution Rights of a 225 Distributorship. Distributor has requested to operate, and Matco has agreed to grant to Distributor the right to operate, a 225 Distributorship, exclusively at the List of Calls identified in Exhibit A to this Amendment. Distributor further agrees to be bound by all of the terms and conditions of the Agreement as applicable to the 225 Distributorship.

2. List of Calls and Potential Customers. Section 1.2 of the Agreement is hereby modified to state that the List of Calls and number of Potential Customers that Matco provides as Exhibit A to this Amendment will not have three hundred twenty-five (325) Potential Customers, but will have a maximum of two hundred twenty-five (225) Potential Customers (unless otherwise approved by Matco, not to exceed 240 Potential Customers). The specific number of Potential Customers will be identified in Exhibit A. All other caveats, descriptions, and limitations regarding the List of Calls described in Section 1.2 are applicable to the 225.

3. Inventory, Sales, and Purchase Requirements. Sections 3.3.1 through 3.3.3. of the Agreement are hereby deleted in their entirety, and are replaced with the following:

3.3 Inventory, Sales, and Purchase Requirements.

3.3.1 The Distributor will at all times maintain an inventory of Products sufficient to meet its obligations to promote and sell a full line of Matco Products and to meet the expectations and needs of its existing and potential customers, especially in terms of product availability and timeliness of delivery. The New Distributor Starter Inventory shall be modified and reduced to a level that is lower than that of a standard Distributorship, commensurate with a reduced number of Potential Customers, in an amount set forth in Exhibit A to the Amendment. Upon signing this Amendment, Distributor's inventory level should be at or in excess of the amount set forth in Exhibit A. At all times thereafter during the Term, the Distributor is solely responsible for determining the inventory of Products best suited to meet the needs and expectations of its customers and to meet its sales and promotional obligations hereunder.

3.3.2 The Distributor must use its best efforts and actively market, promote, and sell Products to Potential Customers on the List of Calls. To be deemed to be meeting its marketing, promotion and sales obligations, the Distributor should be selling, on average on a weekly basis, Matco Products in an amount which meets or exceeds either (a) _____ (_____%) of the "National Distributor Sales Average" (or "NDSA"), or (b) _____ (_____%) of the "District Distributor Sales Average" (or "DDSA") for the Distributor's district, whichever is lower. As part of this performance assessment, Matco will calculate the sales averages based on the Distributor's twelve (12) month rolling average, or, if the Distributor has been operating the Distributorship for less than twelve (12) months, based on the Distributor's year-to date average. The sales averages shall be based on the sales of all Matco Products, as reported by the Distributor through the Matco Distributorship Business System, or the then-current required reporting system.

3.3.3 The Distributor must maintain a minimum of a sixty percent (60%) ratio of a calculation of the Distributor's year-to-date purchases divided by the Distributor's year-to-date sales.

The parties acknowledge that the "__%" requirement in Subsection 3.3.2 above was calculated as a percentage of 80% of the NDSA or DDSA as described in Exhibit A hereto.

4. Distributor Acknowledgments. The Distributor acknowledges and agrees that:

a. The Distributor, as an existing Matco Distributor, and Principal Owner have a full and complete understanding of the Matco distributorship business. The Distributor and Principal Owner have received and read Matco's FDD, the Agreement and this Amendment in its entirety. The Distributor and Principal Owner have had full and adequate opportunity to discuss the terms and conditions of this Amendment with legal counsel or other advisors of their own choosing; have had ample opportunity to investigate the 225 opportunity; and have had all questions relating to the 225 Distributorship, including those of any advisor, answered to their satisfaction, including the differences between the 225 Distributorship and a standard Matco Tools distributorship.

b. The 225 opportunity differs from a standard Matco Tools distributorship in several significant ways, including, without limitation, a smaller number of Potential Customers and fewer stops on the List of Calls. These differences are likely to have a significant effect on the Distributorship business, and the Distributor and Principal Owner are prepared for these differences. Neither the Distributor nor the Principal Owner have relied on any financial performance data in the FDD, or obtained anywhere else, because the business is an existing Matco Tools distributorship that has been owned and operated by Distributor and Principal Owner prior to signing this Amendment.

5. Entire Agreement. The Distributorship Agreement, this Amendment, and the documents referred to herein constitute the entire, full and complete agreement between the parties concerning the matters covered in the Distributorship Agreement and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements. There are no other representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the matters covered by the Distributorship Agreement and this Amendment, other than those set forth in this Amendment. No obligations or duties that contradict or are inconsistent with the express terms of the Distributorship Agreement and this Amendment may be implied into Distributorship Agreement or this Amendment. Except as expressly set forth herein, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing.

6. Release. In consideration for Matco permitting Distributor to convert its Agreement and business into a 225 Distributorship pursuant to this Amendment, Distributor hereby releases and forever discharges Matco, Matco's corporate affiliates, and each of their respective officers, directors, agents, and employees (collectively, the "Matco Parties") from any and all claims, demands, liabilities, and causes of action of whatever kind or nature, vested or contingent, known or unknown, suspected or unsuspected, which Distributor now owns or holds, or has at any time heretofore owned or held, or may at any time own or hold against the Matco Parties arising prior to and including the date of this Amendment which relates in any way to: (a) the Distributorship Agreement, including, but not limited to, the entry into the Distributorship Agreement; (b) the operation by Distributor of the Distributorship pursuant to the Distributorship Agreement and this Amendment; (c) the relationship between Matco and Distributor; and (d) this Amendment (collectively, the "Distributor Released Claims"). Distributor represents and warrants that it acknowledges and agrees that Distributor may in the future learn of facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of this Section 6, but that nonetheless, it is the intention of Distributor to fully, finally, and forever settle and release all of the Distributor Released Claims.

For California Distributors, the following will apply:

Except as set forth herein, Distributor expressly relieves and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California ("Section 1542"), and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 states as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH EITHER PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AS OF THE DATE OF EXECUTION OF THIS AGREEMENT, WHICH IF KNOWN BY SUCH PARTY WOULD HAVE MATERIALLY AFFECTED THE TERMS OF THE AGREEMENT."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing the general release and discharges described in this paragraph, Distributor expressly acknowledges that this Release is intended to include in its effects without limitation, all claims described in this paragraph which Distributor does not know or suspect to exist in its favor at the time of execution hereof, and that this Release contemplates the extinguishment of any such claims.

For Maryland Distributors, the following is added to the last sentence of Section 6: "excluding only such claims arising under the Maryland Franchise Registration and Disclosure Law."

For Hawaii Distributors, the following is added to the last sentence of Section 6: "excluding only such claims arising under the Hawaii Franchise Investment Law."

7. Miscellaneous.

a. Counterparts. This Amendment may be executed in counterparts, and each copy so executed and delivered shall be deemed to be an original.

b. Captions. All captions in this Amendment are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision in this Amendment.

c. Recitals. The recitals and "Background" are an integral part of this Amendment and may be relied upon to interpret and/or enforce this Amendment.

d. No Other Changes; Ratification of Distributorship Agreement. Except as specifically set forth herein, there are no other changes to the Distributorship Agreement and all other terms and conditions of the Distributorship Agreement are hereby ratified.

e. Effectiveness of Amendment. The Distributor acknowledges that this Amendment will become effective and binding only upon acceptance and execution by Matco in the State of Ohio.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date set forth above.

DISTRIBUTOR:	MATCO TOOLS CORPORATION:
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of the Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in this Amendment.

Principal Owner Name:_____

Signature:_____

Date:_____

Exhibit A
to
225 Amendment

List of Calls

The specific List of Calls and number of Potential Customers are attached to this Exhibit A.

The number of Potential Customers is: ____.

Matco 225 New Distributor Starter Inventory: $_____.

The "__" percentage, for NDSA and DDSA, in Paragraph 3 of this 225 Amendment is ____%. The parties acknowledge that this percentage was calculated as follows:

- The number of Potential Customers is ____, which is ____% of 325. Therefore, the percentage above was calculated as ____% of 80% of the NDSA or DDSA, or ____%.

By way of example, if Exhibit A lists 225 Potential Customers, then the percentage for calculating compliance with the NDSA or DDSA would be 225 ÷ 325 = 69.23%. By rounding to a whole number, the percentage is 69%. And, 69% of 80% is equal to 55.2%. Assuming that the actual NDSA or DDSA for the most recent fiscal year end was $3,395, the Distributor would be obligated to generate gross sales equal to 55.2% of the NDSA or DDSA, which would be 55.2% of $3,395, which equals $1,874.04.

[See next page(s) for List of Calls.]

[Note to Drafter: "Distributor" means the Distributor entity and "Principal Owner" means the individual principal owner.]

225 AMENDMENT
TO
MATCO TOOLS DISTRIBUTORSHIP AGREEMENT
(for New Distributors)

This 225 Amendment (this "Amendment") to the Matco Tools Distributorship Agreement is entered into by and between Matco Tools Corporation ("Matco"), a Delaware corporation, and _____ (the "Distributor"), a _____ organized in _____ and having offices at _____.

BACKGROUND

A. Matco and Distributor entered into a Matco Tools Distributorship Agreement dated _____, 20__ (the "Agreement") which grants Distributor the right to operate a Matco mobile distributorship under the Business System (the "Distributorship"). This Distributorship is referred to in Matco's records as "Distributorship # _____, and operates at the List of Calls identified in Exhibit A to this Amendment.

B. In connection with Matco's offer of a distributorship, and Distributor's evaluation of the business interests, Distributor and Distributor's Principal Owner have expressed to Matco their desire to operate a Matco distributorship which caters exclusively to a limited number of List of Calls and Potential Customers. Matco has considered offering distributorships with fewer Potential Customers than in a standard Matco Tools distributorship. These distributorships are referred to as "225 Distributorships" or "225s."

C. Matco has provided Distributor with Matco's current form of Franchise Disclosure Document (or "FDD"), which describes the 225 Distributorships and how the 225 Distributorships differ from a standard Matco distributorship. The 225 Distributorship is an experimental variation of the Matco distributorship, and has been offered by Matco on a limited basis at the request of certain existing distributors.

D. Distributor desires to operate a 225 Distributorship, and Matco and Distributor desire to modify the Agreement to reflect the differences in the 225 Distributorship.

E. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Distributorship Agreement.

In consideration of the mutual promises contained in this Amendment and the Agreement, the Distributor and Matco agree and contract as follows:

1. Limited Distribution Rights Under the 225 Distributorship. Distributor has requested to operate, and Matco has agreed to grant to Distributor the right to operate, a 225 Distributorship, exclusively at the List of Calls identified in Exhibit A to this Amendment. In light of this more limited number of Potential Customers, the parties wish to amend the Initial Fee. Accordingly, the first sentence of Section 1.1.2 of the Distributorship Agreement is deleted in its entirety and hereby replaced with the following sentence:

1.1.2 In consideration of Matco's grant to the Distributor to operate the Distributorship, Distributor must pay to Matco, on or before the execution of this Agreement, an Initial Fee in the amount of seven thousand dollars ($7,000).

2. Protected Rights to List of Calls. Except as permitted under Section 1.4, and for so long as Distributor is compliant with the terms of the Distributorship Agreement, Matco will not operate, or grant a license or franchise to operate, a Matco mobile distributorship that will be authorized to sell Products to any Potential Customers identified on the Distributor's List of Calls, if such customers purchase Products at or from the businesses located and identified on the List of Calls. Distributor agrees to be bound by all of the terms and conditions of the Agreement as applicable to the 225 Distributorship.

3. List of Calls and Potential Customers. Section 1.2 of the Agreement is hereby modified to state that the List of Calls that Matco provides as Exhibit A to this Amendment will have less than three hundred and twenty-five (325) Potential Customers, but will have a maximum of two hundred twenty-five (225) Potential Customers (unless otherwise approved by Matco, not to exceed 240 Potential Customers). The specific number of Potential Customers will be identified in Exhibit A. All other caveats, descriptions, and limitations regarding the List of Calls described in Section 1.2 are applicable to the 225 Distributorship.

4. New Distributor Starter Inventory. Section 3.3.1 of the Agreement is hereby deleted in its entirety, and is replaced with the following:

3.3.1 The Distributor will at all times maintain an inventory of Products sufficient to meet its obligations to promote and sell a full line of Matco Products and to meet the expectations and needs of its existing and potential customers, especially in terms of product availability and timeliness of delivery. The New Distributor Starter Inventory shall be modified and reduced to a level that is lower than that of a standard Distributorship, commensurate with a reduced number of Potential Customers, in an amount set forth in Exhibit A to the Amendment. Upon signing this Amendment, Distributor's inventory level should be at or in excess of the amount set forth in Exhibit A. At all times thereafter during the Term, the Distributor is solely responsible for determining the inventory of Products best suited to meet the needs and expectations of its customers and to meet its sales and promotional obligations hereunder.

5. National Distributor Sales Average/District Distributor Sales Average. Section 3.3.2 of the Agreement is hereby deleted in its entirety, and is replaced with the following:

3.3.2 The Distributor must use its best efforts and actively market, promote, and sell Products to Potential Customers on the List of Calls. To be deemed to be meeting its marketing, promotion and sales obligations, the Distributor should be selling, on average on a weekly basis, Matco Products in an amount which meets or exceeds either (a) _____ (_____%) of the "National Distributor Sales Average" (or "NDSA"), or (b) _____ (_____%) of the "District Distributor Sales Average" (or "DDSA") for the Distributor's district, whichever is lower. As part of this performance assessment, Matco will calculate the sales averages based on the Distributor's twelve (12) month rolling average, or, if the Distributor has been operating the Distributorship for less than twelve (12) months, based on the Distributor's year-to date average. The sales averages shall be based on the sales of all Matco Products, as reported by the Distributor through the Matco Distributorship Business System, or the then-current required reporting system.

The parties acknowledge that the "__%" requirement set forth in Subsection 3.3.2 above was calculated as a designated percentage of 80% of the NDSA or DDSA requirement, as described in Exhibit A hereto, based on the specific number of Potential Customers identified in Exhibit A.

6. Distributor Acknowledgments. The Distributor acknowledges and agrees that:

a. The Distributor and Principal Owner have received and read Matco's FDD, the Agreement and this Amendment in its entirety. The Distributor and Principal Owner have had full and adequate opportunity to discuss the terms and conditions of this Amendment with legal counsel or other advisors of their own choosing; have had ample opportunity to investigate the 225 opportunity; and have had all questions relating to the 225 Distributorship, including those of any advisor, answered to their satisfaction, including the differences between the 225 Distributorship and a standard Matco Tools distributorship.

b. The 225 opportunity differs from a standard Matco Tools distributorship in several significant ways, including, without limitation, a smaller number of Potential Customers and fewer stops on the List of Calls. These differences are likely to have a significant effect on the Distributorship business, and the Distributor and Principal Owner are prepared for these differences.

7. Entire Agreement. The Distributorship Agreement, this Amendment, and the documents referred to herein constitute the entire, full and complete agreement between the parties concerning the matters covered in the Distributorship Agreement and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements. There are no other representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the matters covered by the Distributorship Agreement and this Amendment, other than those set forth in this Amendment. No obligations or duties that contradict or are inconsistent with the express terms of the Distributorship Agreement and this Amendment may be implied into Distributorship Agreement or this Amendment. Except as expressly set forth herein, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing.

8. Miscellaneous.

a. Counterparts. This Amendment may be executed in counterparts, and each copy so executed and delivered shall be deemed to be an original.

b. Captions. All captions in this Amendment are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision in this Amendment.

c. Recitals. The recitals and "Background" are an integral part of this Amendment and may be relied upon to interpret and/or enforce this Amendment.

d. No Other Changes; Ratification of Distributorship Agreement. Except as specifically set forth herein, there are no other changes to the Distributorship Agreement and all other terms and conditions of the Distributorship Agreement are hereby ratified.

e. Effectiveness of Amendment. The Distributor acknowledges that this Amendment will become effective and binding only upon acceptance and execution by Matco in the State of Ohio.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date set forth above.

DISTRIBUTOR:	MATCO TOOLS CORPORATION:
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of the Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in this Amendment.

Principal Owner Name:_____

Signature:_____

Date:_____

Exhibit A
to
225 Amendment

List of Calls

The specific List of Calls and number of Potential Customers is attached to this Exhibit A.

The number of Potential Customers is: ____.

Matco 225 New Distributor Starter Inventory: $_____.

The "__" percentage, for NDSA and DDSA, in Paragraph 3 of this 225 Amendment is ____%. The parties acknowledge that this percentage was calculated as follows:

- The number of Potential Customers is ____, which is ____% of 325. Therefore, the percentage above was calculated as ____% of 80% of the NDSA or DDSA, or ____%.

By way of example, if Exhibit A lists 225 Potential Customers, then the percentage for calculating compliance with the NDSA or DDSA would be 225 ÷ 325 = 69.23%. By rounding to a whole number, the percentage is 69%. And, 69% of 80% is equal to 55.2%. Assuming that the actual NDSA or DDSA for the most recent fiscal year end was $3,395, the Distributor would be obligated to generate gross sales equal to 55.2% of the NDSA or DDSA, which would be 55.2% of $3,395, which equals $1,874.04.

[See next page(s) for List of Calls.]

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX M: CONVERSION INCENTIVE AMENDMENTS

[Note to Drafter: "Distributor" means the Distributor entity and "Principal Owner" means the individual principal owner.]

MATCO TOOLS
SPECIAL INCENTIVE PROGRAM AMENDMENT
(Ongoing Quarterly Bonus)

THIS AMENDMENT, made and entered into at Stow, Ohio, this _____ day of _____, 20__, by and between Matco Tools Corporation, a Delaware Corporation (herein referred to as "Matco") and _____, a _____ organized in _____ and having offices at _____ (the "Distributor" or "you").

Background:

WHEREAS, Distributor or Principal Owner has previously operated as a mobile tool distributor with another brand, and has resigned, been terminated, decided not to renew, or otherwise decided to not continue operating as a distributor with another brand; and

WHEREAS, Distributor and Principal Owner have evaluated and investigated the Matco Tools mobile distributorship opportunity and applied to become a Matco mobile distributor; and

WHEREAS, Matco, at its discretion, may offer special incentives to select, qualified distributors (and their Principal Owners), who may wish to become Matco mobile distributors, and such incentives may be in the form of credits to a distributor's Open Purchase Account ("OPA") and quarterly bonuses based on product purchase and sales performance (and these incentives are referred to as "Conversion Incentives"); and

WHEREAS, based on the information that Distributor and Principal Owner have provided to Matco in the application and in discussions with Matco representatives, and based on the representations made by Distributor to Matco during the application process and in this Amendment, Matco is willing to provide Distributor with certain Conversion Incentives described in this Amendment, provided that Distributor agrees to and complies with the terms and conditions contained in the Agreement (defined below) and this Amendment; and

WHEREAS, Matco and Distributor have executed a Matco Tools Distributorship Agreement dated _____, 20__ (the "Agreement"), and this Amendment is intended to amend and be a part of the Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance upon the representations and warranties of the parties contained in this Agreement, the parties hereby agree as follows:

1. Confidentiality. Matco and Distributor (for itself and on behalf of the Principal Owner) agree that the terms of this Amendment are confidential and shall not be disclosed to any non-parties. Distributor (for itself and on behalf of the Principal Owner) agrees that no one acting on behalf of the Distributor or Principal Owner will disclose the facts and terms of this Amendment to any non-parties (although the Distributor shall be permitted to share this information with its attorney), unless legally required by law or as necessary to enforce this Amendment.

2. No Breach of Contract or Other Impediment. Distributor represents and warrants to Matco that (a) neither Distributor nor its Principal Owner is operating under, or subject to, any contract, agreement or obligation of any company or brand that is a competitor of Matco; (b) neither Distributor nor its Principal Owner is bound by any non-competition covenant or any restriction that would prohibit Distributor or

Principal Owner from operating the Matco Distributorship in full compliance with the Agreement; (c) Distributor (together with Distributor's Principal Owner) approached Matco to consider becoming a Matco mobile distributor; and (d) any discussions with Matco that may have occurred prior to end of the Distributor's or Principal Owner's contractual relationship with the previous brand did not include any discussion of the incentives described in this Amendment. Further, Distributor or Principal Owner has provided Matco with a copy of, or the opportunity to review a copy of, the now terminated or ended contract with the previous brand to confirm Distributor's representations. Distributor acknowledges that Matco has relied on Distributor's and Principal Owner's representations herein in granting the Agreement and in executing this Amendment.

3. Conversion Incentives. Matco agrees to offer to Distributor the following special incentives based on future and ongoing performance, referred to as "Ongoing Quarterly Bonuses":

3.1 Ongoing Quarterly Bonus Incentive:

3.1.1 The Distributor is eligible for a quarterly bonus for the first 10 years of the Agreement, commencing at the end of the first full fiscal quarter (and a "fiscal quarter" is defined in Matco's standards and Manuals) in business and ending after a total of 40 full fiscal quarters in business. The bonus is based on the Distributor's purchases of products in amounts that exceed the prior year's ending National Distributor Purchase Average ("NDPA") by not less than 25%. This is calculated as follows:

a. If Distributor's quarterly (13-week) purchase average is between 125% and 149.99% of the prior year's ending NDPA, Distributor will receive a $2,000 bonus for that quarter. The quarterly bonus potential will be for a total of 10 years, or 40 full fiscal quarters.

b. If Distributor's quarterly (13-week) purchase average is 150% or more above the prior year's ending NDPA, Distributor will receive a $4,000 bonus for that quarter. The quarterly bonus potential will be for a total of 10 years, or 40 full fiscal quarters.

3.1.2 If Distributor does not qualify for a quarterly bonus in any quarter, there is no opportunity to retroactively qualify with additional purchases in subsequent quarters.

3.1.3 Bonuses received will be applied to Distributor's OPA as a credit, which will count against the Distributor's purchase average. If the credit is used to re-purchase additional inventory, the credit is offset. The $2,000 or $4,000 bonus will not count towards Distributor's purchase average.

3.1.4 Matco will not account for back orders when calculating purchase average, or the bonus. The bonus calculation is based upon shipments of products, not orders.

3.1.5 The 2024 year ending National Distributor Purchase Average for Matco was $5,675. Therefore, for 2025:

a. The 125% target is $7,094, or $92,219 in purchases for a 13-week (Matco fiscal) quarter in 2025.

b. The 150% target is $8,513 or $110,663 in purchases for a 13-week (Matco fiscal) quarter in 2025.

c. The targets for 2025 and subsequent years will be based on the prior year's National Distributor Purchase Average.

The following is an example of the implementation of the Ongoing Quarterly Bonus for illustration purposes only: If a Distributor becomes a Matco Distributor, and receives his Distributor number on March 6, 2025 and attends the March 24, 2025 MBST class, the Distributor would begin operations on April 1, 2025. The first full (Matco fiscal) quarter would be the second quarter of 2025 (April, May, June, which corresponds to Matco's reporting weeks 14 through 26). If an incentive Ongoing Quarterly Bonus is earned, the Distributor would receive the bonus by the end of July, and it will be credited by week 28 (2 weeks into the subsequent quarter). In this example the potential Ongoing Quarterly Bonus would end after the first quarter (weeks 1 through 13) of year 2035.

4. Waiver. No failure or delay by Matco in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

5. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof. Any provision hereof which is adjudicated to be invalid or unenforceable shall be severed from this Agreement to the extent of its invalidity or unenforceability, provided, however, that such severance is to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

6. Entire Agreement. The Distributorship Agreement, this Amendment, and the documents referred to herein constitute the entire, full and complete agreement between the parties concerning the matters covered in the Distributorship Agreement and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements. There are no other representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the matters covered by the Distributorship Agreement and this Amendment, other than those set forth in this Amendment. No obligations or duties that contradict or are inconsistent with the express terms of the Distributorship Agreement and this Amendment may be implied into Distributorship Agreement or this Amendment. Except as expressly set forth herein, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing.

7. Miscellaneous.

7.1 Counterparts. This Amendment may be executed in counterparts, and each copy so executed and delivered shall be deemed to be an original.

7.2 Captions. All captions in this Amendment are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision in this Amendment.

7.3 Recitals. The recitals and "Background" are an integral part of this Amendment and may be relied upon to interpret and/or enforce this Amendment.

7.4 No Other Changes; Ratification of Distributorship Agreement. Except as specifically set forth herein, there are no other changes to the Distributorship Agreement and all other terms and conditions of the Distributorship Agreement are hereby ratified.

7.5 Effectiveness of Amendment. The Distributor acknowledges that this Amendment will become effective and binding only upon acceptance and execution by Matco in the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed on the date set forth above.

DISTRIBUTOR:	MATCO TOOLS CORPORATION
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of the Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in this Amendment.

Principal Owner Name: _____

Signature: _____

Date: _____

[Note to Drafter: "Distributor" means the Distributor entity and "Principal Owner" means the individual principal owner.]

MATCO TOOLS
SPECIAL INCENTIVE PROGRAM AMENDMENT
(Initial Investment and Ongoing Quarterly Bonus)

THIS AMENDMENT, made and entered into at Stow, Ohio, this _____ day of _____, 20__, by and between Matco Tools Corporation, a Delaware Corporation (herein referred to as "Matco") and _____ , __a _____ organized in __ _____ and having offices at_____(the "Distributor" or "you").

Background:

WHEREAS, Distributor or Principal Owner has previously operated as a mobile tool distributor with another brand, and has resigned, been terminated, decided not to renew, or otherwise decided to not continue operating as a distributor with another brand; and

WHEREAS, Distributor and Principal Owner have evaluated and investigated the Matco Tools mobile distributorship opportunity and applied to become a Matco mobile distributor; and

WHEREAS, Matco, at its discretion, may offer special incentives to select, qualified distributors (and their Principal Owners), who may wish to become Matco mobile distributors, and such incentives may be in the form of payments to a distributor or reduction in the prices charged to a distributor for a portion of the distributor's initial investment or pre-commencement expenses, credits to a distributor's Open Purchase Account ("OPA") and quarterly bonuses based on product purchase and sales performance (and these incentives are referred to as "Conversion Incentives"); and

WHEREAS, based on the information that Distributor and Principal Owner have provided to Matco in the application and in discussions with Matco representatives, and based on the representations made by Distributor to Matco during the application process and in this Amendment, Matco is willing to provide Distributor with certain Conversion Incentives described in this Amendment, provided that Distributor agrees to and complies with the terms and conditions contained in the Agreement (defined below) and this Amendment; and

WHEREAS, Matco and Distributor have executed a Matco Tools Distributorship Agreement dated _____, 20__ (the "Agreement"), and this Amendment is intended to amend and be a part of the Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance upon the representations and warranties of the parties contained in this Agreement, the parties hereby agree as follows:

1. Confidentiality. Matco and Distributor (for itself and on behalf of the Principal Owner) agree that the terms of this Amendment are confidential and shall not be disclosed to any non-parties. Distributor (for itself and on behalf of the Principal Owner) agrees that no one acting on the Distributor's or Principal Owner's behalf will disclose the facts and terms of this Amendment to any non-parties (although the Distributor shall be permitted to share this information with its attorney), unless legally required by law or as necessary to enforce this Amendment.

2. No Breach of Contract or Other Impediment. Distributor represents and warrants to Matco that (a) neither Distributor nor its Principal Owner is operating under, or subject to, any contract, agreement or obligation of any company or brand that is a competitor of Matco; (b) neither Distributor nor its Principal Owner is bound by any non-competition covenant or any restriction that would prohibit Distributor or Principal Owner from operating the Matco Distributorship in full compliance with the Agreement; (c) Distributor (together with Distributor's Principal Owner) approached Matco to consider becoming a Matco mobile distributor; and (d) any discussions with Matco that may have occurred prior to end of the Distributor's or Principal Owner's contractual relationship with the previous brand did not include any discussion of the incentives described in this Amendment. Further, Distributor or Principal Owner has provided Matco with a copy of, or the opportunity to review a copy of, the now terminated or ended contract with the previous brand to confirm Distributor's representations. Distributor acknowledges that Matco has relied on Distributor's and Principal Owner's representations herein in granting the Agreement and in executing this Amendment.

3. Conversion Incentives. Matco agrees to offer to Distributor the following special incentives based on future and ongoing performance, referred to as "Ongoing Quarterly Bonuses":

3.1 Initial Investment Incentive:

3.1.1 Qualifications. Based on Distributor's or Principal Owner's previous business activity as a mobile distributor and the information that Distributor and Principal Owner have provided to Matco concerning the Distributor's or Principal Owner's product purchase average in the most recent calendar year prior to Distributor's execution of the Agreement, Matco has determined that Distributor has qualified for certain incentive related the Distributor's initial investment or other initial or pre-commencement costs (the "Initial Investment Incentive"), as described below and in the attached Exhibit.

3.1.2 Matco will provide assistance with conversion costs. The funds or other assistance will be provided promptly following Distributor's receipt of a "distributor number" and such assistance will be provided by credits to Distributor's OPA for the value of the inventive. The incentive will include some or all of the following, with the specific amounts set forth in Exhibit A to this Amendment:

- Funds toward the cost to update the Distributor's existing mobile tool store if it meets Matco's requirements, or, for a new Matco mobile store if Distributor chooses to update or convert to a new Matco mobile store
- Funds for a Matco approved new computer system
- Funds for MDBS and associated first year fee
- Funds for new Matco uniforms
- Funds toward the purchase of new Matco Business Cards and related promotional materials
- A portion of the transportation costs for Principal Owner to attend MBST training in Stow, and some of the lodging and meal costs during MBST training.

3.1.3 If Distributor separates from Matco, is terminated by Matco, voluntarily terminates the Agreement, or otherwise ceases to operate as a Matco mobile distributor within twenty-four (24) months of the day Distributor received a "Distributor number" and was permitted to commence operation, Distributor's OPA will be charged back for all credits received under the Initial Investment Incentive, and Distributor must pay all of these amounts to Matco when settling and closing out Distributor's OPA.

3.2 Ongoing Quarterly Bonus Incentive:

3.2.1 The Distributor is eligible for a quarterly bonus for the first 10 years of the Agreement, commencing at the end of the first full fiscal quarter (and a "fiscal quarter" is defined in Matco's standards and Manuals) in business and ending after a total of 40 full fiscal quarters in business. The bonus is based on the Distributor's purchases of products in amounts that exceed the prior year's ending National Distributor Purchase Average ("NDPA") by not less than 25%. This is calculated as follows:

a. If Distributor's quarterly (13-week) purchase average is between 125% and 149.99% of the prior year's ending NDPA, Distributor will receive a $2,000 bonus for that quarter. The quarterly bonus potential will be for a total of 10 years, or 40 full fiscal quarters.

b. If Distributor's quarterly (13-week) purchase average is 150% or more above the prior year's ending NDPA, Distributor will receive a $4,000 bonus for that quarter. The quarterly bonus potential will be for a total of 10 years, or 40 full fiscal quarters.

3.2.2 If Distributor does not qualify for a quarterly bonus in any quarter, there is no opportunity to retroactively qualify with additional purchases in subsequent quarters.

3.2.3 Bonuses received will be applied to Distributor's OPA as a credit, which will count against the Distributor's purchase average. If the credit is used to re-purchase additional inventory, the credit is offset. The $2,000 or $4,000 bonus will not count towards Distributor's purchase average.

3.2.4 Matco will not account for back orders when calculating purchase average, or the bonus. The bonus calculation is based upon shipments of products, not orders.

3.2.5 The 2024 year ending National Distributor Purchase Average for Matco was $5,675. Therefore, for 2025:

a. The 125% target is $7,094, or $92,219 in purchases for a 13-week (Matco fiscal) quarter in 2025.

b. The 150% target is $8,513 or $110,663 in purchases for a 13-week (Matco fiscal) quarter in 2025.

c. The targets for 2025 and subsequent years will be based on the prior year's National Distributor Purchase Average.

The following is an example of the implementation of the Ongoing Quarterly Bonus for illustration purposes only: If a Distributor becomes a Matco Distributor, and receives his Distributor number on March 6, 2025 and attends the March 24, 2025 MBST class, the Distributor would begin operations on April 1, 2025. The first full (Matco fiscal) quarter would be the second quarter of 2025 (April, May, June, which corresponds to Matco's reporting weeks 14 through 26). If an incentive Ongoing Quarterly Bonus is earned, the Distributor would receive the bonus by the end of July, and it will be credited by week 28 (2 weeks into the subsequent quarter). In this example the potential Ongoing Quarterly Bonus would end after the first quarter (weeks 1 through 13) of year 2035.

4. Waiver. No failure or delay by Matco in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

5. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof. Any provision hereof which is adjudicated to be invalid or unenforceable shall be severed from this Agreement to the extent of its invalidity or unenforceability, provided, however, that such severance is to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

6. Entire Agreement. The Distributorship Agreement, this Amendment, and the documents referred to herein constitute the entire, full and complete agreement between the parties concerning the matters covered in the Distributorship Agreement and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements. There are no other representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the matters covered by the Distributorship Agreement and this Amendment, other than those set forth in this Amendment. No obligations or duties that contradict or are inconsistent with the express terms of the Distributorship Agreement and this Amendment may be implied into Distributorship Agreement or this Amendment. Except as expressly set forth herein, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing.

7. Miscellaneous.

7.1 Counterparts. This Amendment may be executed in counterparts, and each copy so executed and delivered shall be deemed to be an original.

7.2 Captions. All captions in this Amendment are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision in this Amendment.

7.3 Recitals. The recitals and "Background" are an integral part of this Amendment and may be relied upon to interpret and/or enforce this Amendment.

7.4 No Other Changes; Ratification of Distributorship Agreement. Except as specifically set forth herein, there are no other changes to the Distributorship Agreement and all other terms and conditions of the Distributorship Agreement are hereby ratified.

7.5 Effectiveness of Amendment. The Distributor acknowledges that this Amendment will become effective and binding only upon acceptance and execution by Matco in the State of Ohio.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed on the date set forth above.

DISTRIBUTOR:	MATCO TOOLS CORPORATION
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of the Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in this Amendment.

Principal Owner Name:_____

Signature:_____

Date:_____

Exhibit A to
Special Incentive Program Amendment

In accordance with Section 3.1 of the Amendment, Matco shall provide the following Initial Investment Incentives to Distributor:

☐ $_____ to update Distributor's current tool store if it meets Matco's requirements, or

☐ $_____ if Distributor chooses to update or convert to a new Matco mobile store

☐ $_____ for a Matco approved new computer system

☐ $_____ for MDBS and associated first year fee

☐ $_____ for new Matco uniforms

☐ $_____ for new Matco Business Cards and related promotional materials

☐ $_____ for a portion of the transportation costs for Distributor's Principal Owner to attend MBST training in Stow, including a portion of the lodging and meal costs during MBST training, subject to receipt by Matco of Principal Owner's receipts for such costs.

The maximum amount of the Initial Investment Incentive that Matco may provide was:

- $1,000 to update Distributor's existing mobile tool store if it meets Matco's requirements, or, $3,395 if Distributor chooses to update or convert to a new Matco mobile store
- $2,700 for a Matco approved new computer system
- $1,419 for MDBS and associated first year fee
- $250 for new Matco uniforms
- $250 for new Matco Business Cards and related promotional materials
- Up to $1,600 for transportation to MBST training in Stow, along with standard hotel charges (room and tax) and lunch at the Matco Tools Stow Corporate Headquarters for Distributor's Principal Owner. Distributor must provide receipts for Principal Owner's transportation costs.

[*Signature Page Follows*]

Matco and Distributor acknowledge and agree that the foregoing are the only Initial Investment Incentives that Matco will provide, and that the Distributor agrees, in accordance with Section 3.1., that he/she is liable for the refund to Matco of these incentives if he/she is terminated, voluntarily terminates, or is no longer a Matco distributor within two (2) years of the date of the Amendment.

MATCO TOOLS CORPORATION	DISTRIBUTOR:
	_____
_____	_____
Matco Representative:_____	Name: _____
	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of the Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in this Amendment.

Principal Owner Name:_____

Signature:_____

Date:_____

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX N: RENEWAL ADDENDUM

[Note to Drafter: "Distributor" means the Distributor entity and "Principal Owner" means the individual principal owner.]

APPENDIX N

MATCO TOOLS
RENEWAL ADDENDUM

This Renewal Addendum (the "**Renewal Addendum**") is made and entered into on this _____ by and between MATCO TOOLS CORPORATION ("**Matco**") a Delaware corporation with its principal office at 4403 Allen Road, Stow, Ohio 44224, and _____ _____ ("**Distributor**"), a/n _____ _____ **[State of Formation and Type of Entity]** with a principal place of business at_____ _____.

RECITALS

A. Matco and Distributor are parties to a Distributorship Agreement dated _____, whose term expired on _____ (the "**Old Agreement**").

[OR Note to Drafter: If the original agreement has been transferred or assigned to the current distributor, use the following Recital A:]

[A. Matco and Distributor are parties to a Distributorship Agreement dated _____, _____, whose term expired on _____ (the "**Old Agreement**"). Matco and _____ (the "**Former Distributor**") were the original parties to the Old Agreement, and pursuant to an assignment and assumption agreement dated _____, Former Distributor assigned and transferred all of his/its right title and interest in and to the Old Agreement and the Distributorship business to Distributor.]

B. Distributor wishes to renew its relationship with Matco for one additional ten year period, as permitted under and pursuant to Section 2.2 of the Old Agreement, and, on _____, entered into a new Distributorship Agreement ("**Distributorship Agreement**") with Matco for that purpose.

C. Distributor and Matco wish to amend the Distributorship Agreement to reflect Distributor's status as an existing Distributor renewing an ongoing relationship.

D. All capitalized terms not otherwise defined in this Renewal Addendum shall have the same meaning as in the Distributorship Agreement.

AGREEMENT

In consideration of the mutual promises contained in this Renewal Addendum, the Distributor and Matco agree and contract as follows:

1. **Waiver of Certain Initial Obligations**. The following Sections of the Distributorship Agreement are null and void, and shall have no force or effect: 1.1.2 (Initial Fee); **[3.5 (Time Payment Reserve Account or Time Payment Line of Credit)]**; 3.8 (Training); 4.1 (Matco Business System Training (MBST) Program and Matco Business System Continuation Training (MBSCT) Program); 4.2 (Field Training); 6.3 (Initial Inventory); and 11.2 (Termination by Distributor During First Six Months).

2. **Successor Distributorship Fee**. As required under the Old Agreement, Distributor shall pay to Matco a successor distributorship fee of $_____ on or before the effective date of this Renewal Addendum.

3. **Renewal**. Section 2.1 and 2.2 of the Distributorship Agreement shall be deleted and shall have no force or effect, and the following Section 2.1 and 2.2 shall be substituted in lieu thereof:

> 2.1 **Renewal Term**. The term of this Agreement is the renewal term provided for under the distributorship agreement entered into between Matco and Distributor on _____ (the "**Old Agreement**"), and such renewal term will be for ten years, commencing on the date of this Agreement (the "**Renewal Term**"). This Agreement will not be enforceable until it has been signed by both the Distributor and Matco.
>
> 2.2 **No Right to Reacquire the Distributorship**. At the end of the Renewal Term, this Agreement will expire. Pursuant to Section 2.2 of the Old Agreement, the Distributor will not have the right, or option, to reacquire the Distributorship or to execute a successor Distributorship Agreement to operate the Distributorship.
>
> 2.3 **Subsequent Distributorship Agreements**. Prior to the expiration of the Renewal Term, if Distributor desires to continue to operate as a Matco Tools Distributor for an additional term to immediately follow the Renewal Term, Distributor may submit a written request to Matco to be granted a new, successor or renewal Distributorship Agreement at least **[180 days prior to the expiration of the Renewal Term]**, and must comply with Matco's then-current rules and processes for obtaining an additional or successor term, which may include the execution of Matco's then-current form of distributorship agreement. Matco may, but is not obligated to, consider the request from Distributor, and may enter into a new agreement with Distributor.

4. **Renewal Term**. All references to the word "**Term**" in the Distributorship Agreement shall be read and construed as the "**Renewal Term**."

5. **Old Agreement**. The Old Agreement is terminated in accordance with its terms, except for any provision that by its express terms or by implication survives the termination or expiration of the Old Agreement, and any provision which requires Distributor to pay any monies due to Matco or any affiliate of Matco except for the requirement that Distributor pay to Matco the successor distributorship fee provided in Section 2 above.

6. **Mutual Releases**. Matco and Distributor hereby enter into the following mutual releases.

> a. By Distributor. Distributor (on behalf of its Principal Owner) hereby releases and forever discharges Matco, Matco's affiliates, and each of their respective officers, directors, agents, and employees (collectively, the "**Matco Parties**") from any and all claims, demands, liabilities, and causes of action of whatever kind or nature, vested or contingent, known or unknown, suspected or unsuspected, which Distributor or Principal Owner now owns or holds, or has at any time heretofore owned or held, or may at any time own or hold against the Matco Parties arising prior to and including the date of this Renewal

Addendum which relates in any way to: (a) the Old Agreement, including, but not limited to, the entry into the Old Agreement; (b) the operation by Distributor of the Distributorship pursuant to the Old Agreement; (c) the relationship between Matco and Distributor, or between Matco and Principal Owner; and (d) the execution of this Renewal Addendum and the Distributorship Agreement (collectively, the "**Distributor Released Claims**"), provided that nothing in this Renewal Addendum is intended to terminate, or release claims or obligations under, the Distributorship Agreement or to release claims which cannot be released pursuant to an applicable franchise law statute. Distributor represents and warrants that it acknowledges and agrees that Distributor (or Principal Owner) may in the future learn of facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of this Section 5.a, but that nonetheless, it is the intention of Distributor and Principal Owner to fully, finally, and forever settle and release all of the Distributor Released Claims.

b. By Matco. Matco hereby releases and forever discharges Distributor, its affiliates, Principal Owner, and each of their respective officers, directors, agents, and employees (collectively, the "**Distributor Parties**") from any and all claims, demands, liabilities, and causes of action of whatever kind or nature, vested or contingent, known or unknown, suspected or unsuspected, which Matco now owns or holds, or has at any time heretofore owned or held, or may at any time own or hold against the Distributor Parties arising prior to and including the date of this Renewal Addendum which relates in any way to: (a) the Old Agreement, including, but not limited to, the entry into the Old Agreement; (b) the operation by Distributor of the Distributorship pursuant to the Old Agreement; (c) the relationship between Distributor and Matco, or between Matco and Principal Owner; and (d) the execution of this Renewal Addendum and the Distributorship Agreement (collectively, the "**Matco Released Claims**"), provided that nothing in this Renewal Addendum is intended to terminate, or release claims or obligations under, the Distributorship Agreement or to release claims which cannot be released pursuant to an applicable franchise law statute. Matco represents and warrants that it acknowledges and agrees that Matco may in the future learn of facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of this Section 5.b, but that nonetheless, it is the intention of Matco to fully, finally, and forever settle and release all of the Matco Released Claims.

c. The releases in Section 5.a and 5.b above do not apply to any monies which may be owed by Matco to Distributor or by Distributor to Matco in the ordinary course of business under the Old Agreement.

d. *If Distributor operates in the State of California, and/or if Principal Owner resides in the State of California, then this Section 6.d shall apply*: Claims under Section 1542. Distributor (for itself and on behalf of the Principal Owner) and Matco expressly state that it is their intention in executing the mutual releases included in Section 5.a and 5.b above that these releases shall be effective as a bar to the Distributor Released Claims and Matco Released Claims as prescribed by Section 1541 of the California Civil Code. Distributor (for itself and on behalf of the Principal Owner) and Matco warrant that they are familiar with and have been advised by legal counsel concerning the legal effect of Section 1542 of the California Civil Code, and that Distributor (for itself and on behalf of the Principal Owner) and Matco expressly waive and relinquish all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code, which provides that:

> 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.

e. No Assignment of Claims. Matco and the Distributor (for itself and on behalf of the Principal Owner) represent and warrant that they are the sole owners of all claims and rights released hereunder and that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any suit, claim, controversy, liability, demand, action, or cause of action released under Sections 5.a and 5.b above.

f. The parties agree not to make any claim or take any proceedings against any other Person who might claim contribution or indemnity or assert any other claim or cause of action by any right of law from the Persons discharged by this Renewal Addendum. For the purpose of this Renewal Addendum, "Person" includes any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal or personal representative, regulatory body or agency, government or government agency, authority or entity however designated or constituted.

g. *If Distributor operates in the State of Maryland, and/or if Principal Owner lives in the State of Maryland, then this Section 6.g shall apply*: Distributor and Matco agree that all actions arising under this Mutual Release must be commenced in arbitration in accordance with the terms of the Distributorship Agreement. In the event any claims arising under the Mutual Release with respect to the Maryland Franchise Registration and Disclosure Law, Distributor and Matco agree that all such actions must be commenced in the state or federal court of general jurisdiction in Maryland, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. This Mutual Release shall be interpreted and construed under the laws of the State of Maryland. In the event of any conflict of law, the laws of the State of Maryland shall prevail (without regard to, and without giving effect to, the application of Maryland conflict of law rules).

7. **Acknowledgments**. Distributor (for itself and on behalf of the Principal Owner) acknowledges it has received a copy of this Renewal Addendum sufficiently in advance of executing it to be able to consult with counsel of Distributor's or Principal Owner's choosing, and Distributor (for itself and on behalf of the Principal Owner) acknowledges having reviewed and understood this Renewal Addendum prior to executing it. Further, Distributor acknowledges that it received a copy of Matco's current form of franchise disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures" at least fourteen (14) calendar days prior to the date the Distributorship Agreement and this Renewal Addendum were executed.

8. **Entire Agreement**. This Renewal Addendum constitutes the entire and complete agreement between Matco and Distributor concerning the subject matter hereof, and supersedes any and all prior agreements. No amendment, change, or variance from this Renewal Addendum shall be binding on either party unless mutually agreed to in a writing signed by both parties. The invalidity or unenforceability of any particular provision of this Renewal Addendum will not affect or limit the validity or enforceability of the remaining provisions.

9. **Dispute Resolution**. This Renewal Addendum shall be governed by the provisions for dispute resolution that are included in the Distributorship Agreement.

10. **Ratification of Distributorship Agreement**. This Renewal Addendum forms an integral part of the Distributorship Agreement. Except as modified or supplemented by this Renewal Addendum, the terms of the Distributorship Agreement are hereby ratified and confirmed. This Renewal Addendum shall be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Renewal Addendum, understands and consents to be bound by all of its terms, and agrees it will be effective as of the date first above written.

DISTRIBUTOR:	MATCO TOOLS CORPORATION:
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of the Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in this Renewal Addendum.

Principal Owner Name:_____

Signature:_____

Date:_____

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX O: GUARANTEE OF PERFORMANCE

GUARANTEE OF PERFORMANCE

For value received, **Vontier Corporation,** a Delaware corporation, (the "**Guarantor**"), located at 5438 Wade Park Boulevard, Suite 600, Raleigh, North Carolina 27607, absolutely and unconditionally guarantees to assume the duties and obligations of **Matco Tools Corporation,** located at 4403 Allen Road, Stow, Ohio 44224 (the "**Franchisor**"), under its franchise registration in each state where the franchise is registered, and under its distributorship agreement identified in its 2026 Franchise Disclosure Document, as it may be amended, and as that distributorship agreement may be entered into with distributors 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 distributorship agreement are satisfied or until the liability of Franchisor to its distributors under the distributorship agreement have been completely discharged, whichever occurs first. The Guarantor is not discharged from liability if a claim by a distributor 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 executes this guarantee at Raleigh, North Carolina, as of the 23rd day of February, 20 26.

Guarantor:

By: _____

Name: Anshooman Aga

Title: Senior Vice President and Chief Financial Officer

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX P: ENHANCED TERRITORY DISTRIBUTORSHIP AMENDMENT

(SIGNING A SUCCESSOR AGREEMENT)

APPENDIX P

ENHANCED TERRITORY DISTRIBUTORSHIP AMENDMENT TO MATCO TOOLS DISTRIBUTORSHIP AGREEMENT (for Existing Distributors Entering into a Successor Distributorship Agreement)

This Enhanced Territory Distributorship Amendment (this "Amendment") to the Matco Tools Distributorship Agreement is entered into this _____, by and between Matco Tools Corporation ("Matco"), a Delaware corporation, and _____ , a _____ organized in _____ and having offices at _____ _____ (the "Distributor").

BACKGROUND

A. Matco and Distributor entered into a Matco Tools Distributorship Agreement dated _____ (the "Initial Agreement") which grants Distributor the right to operate a Matco mobile distributorship under the Business System (the "Distributorship"). This Distributorship is referred to in Matco's records as "Distributorship #_____.

B. Distributor and Principal Owner have operated the Distributorship for over ten years. Distributor and Principal Owner have expressed to Matco their desire to continue to operate a Matco distributorship, pursuant to a successor Distributorship Agreement, as provided for in Section 2.2 of the Initial Agreement, but within an enhanced territory, which would include more Potential Customers, a larger List of Calls, proportional increases to the New Distributor Starter Inventory and the minimum sales requirement, and a market penetration requirement. Such distributorships are referred to as "Enhanced Territory Distributorships" or "ETDs." Distributor and Principal Owner acknowledge that the ETD is a relatively untested, experimental variation of the Matco distributorship.

C. Matco has agreed to grant Distributor a successor Distributorship Agreement dated _____ (the "Successor Agreement"), pursuant to Section 2.2 of the Initial Agreement. Matco and Distributor have executed the Successor Agreement, along with such other agreements and documents as are required by Matco pursuant to Section 2.2 of the Initial Agreement.

D. Matco has provided Distributor with Matco's current Franchise Disclosure Document with an issuance date of _____ (the "FDD").

E. Attached as Exhibit B to this Amendment is a summary of the ETD provided to the Distributor and Principal Owner by Matco on _____, which describes the ETD's variations from the standard Matco distributorship.

F. Distributor and Principal Owner desire to operate an ETD, and Matco and Distributor (together with the Principal Owner) desire to modify the Agreement accordingly.

AGREEMENT

In consideration of the mutual promises contained in this Amendment and the Successor Agreement, the Distributor and Matco agree and contract as follows:

1. Enhanced Territory Distributorship. Distributor (together with its Principal Owner) has requested to operate, and Matco has agreed to grant to Distributor the right to operate, an ETD, which will encompass the List of Calls and Number of Potential Customers identified in Exhibit A to this Amendment. Except as expressly set forth in this Amendment, Distributor agrees to be bound by all of the terms and conditions of the Agreement as applicable to the ETD.

2. List of Calls and Number of Potential Customers. Section 1.2 of the Successor Agreement is hereby modified to state that the List of Calls and Number of Potential Customers that Matco provides as Exhibit A to this Amendment and the Successor Agreement will not have 325 Potential Customers, but will have, as of the date of this Amendment, a minimum number of at least _____ (___) Potential Customers. The specific number of Potential Customers will be identified in Exhibit A hereto. All other caveats, descriptions, limitations, terms, and conditions regarding and applicable to the List of Calls and Number of Potential Customers described in Section 1.2 of the Successor Agreement are applicable to the ETD.

3. Inventory, Sales, and Purchase Requirements. Sections 3.3.1 through 3.3.3 of the Successor Agreement are hereby deleted in their entirety, and are replaced with the following:

3.3 **Inventory, Sales, and Purchase Requirements**.

3.3.1 The Distributor will at all times maintain an inventory of Products sufficient to meet its obligations to promote and sell a full line of Matco Products and to meet the expectations and needs of its existing and potential customers, especially in terms of product availability and timeliness of delivery. The New Distributor Starter Inventory shall be modified and increased to a level that is higher than that of a standard Distributorship, commensurate with an increased number of Potential Customers, in an amount set forth in Exhibit A to the Amendment. Upon signing this Amendment, Distributor's inventory level should be at or in excess of the amount set forth in Exhibit A. At all times thereafter during the Term, the Distributor is solely responsible for determining the inventory of Products best suited to meet the needs and expectations of its customers and to meet its sales and promotional obligations hereunder.

3.3.2 The Distributor must use its best efforts and actively market, promote, and sell Products to Potential Customers on the List of Calls. To be deemed to be meeting its marketing, promotion and sales obligations, the Distributor should be selling, on average on a weekly basis, Matco Products in an amount which meets or exceeds either (a) _____ (_____%) of the "National Distributor Sales Average" (or "NDSA"), or (b) _____ (_____%) of the "District Distributor Sales Average" (or "DDSA") for the Distributor's district, whichever is lower. As part of this performance assessment, Matco will calculate the sales averages based on the Distributor's twelve (12) month rolling average, or, if the Distributor has been operating the Distributorship for less than twelve (12) months, based on the Distributor's year-to date average. The sales averages shall be based on the sales of all Matco Products, as reported by the Distributor through the Matco Distributorship Business System, or the then-current required reporting system.

3.3.3. The Distributor must maintain a minimum of 60 percent (60%) ratio of a calculation of the Distributor's year-to-date purchases divided by the Distributor's year-to-date sales.

The parties acknowledge that the "___%" requirement in Subsection 3.3.2 above was calculated as a percentage of 80% of the NDSA or DDSA as described in Exhibit A hereto.

4. Distributor Acknowledgments. The Distributor acknowledges and agrees that:

a. The ETD, with an expanded List of Calls, an increased number of Potential Customers, increased New Distributor Starter Inventory requirement, higher Product sales requirement, and a Minimum Monthly Penetration Rate, is a relatively experimental business opportunity that was introduced in October 2013, and Matco has only offered a limited number of ETDs since October 2013.

b. The Distributor acknowledges and agrees that the increases to the New Distributor Starter Inventory and the minimum Product sales requirement are proportional to the increase in the number of Potential Customers the Distributor is authorized to solicit. By way of example only, if the List of Calls and Number of Potential Customers as of the execution of this Amendment contains 450 Potential Customers, and the standard List of Calls and Number of Potential Customers includes 325 Potential Customers, 450 is 38% greater than 325. Consequently, the New Distributor Starter Inventory amount would be 38% greater than the standard $80,000 New Distributor Starter Inventory requirement, or $110,400.

c. The Distributor, as an existing Matco Distributor who has requested and been granted a Successor Agreement, and its Principal Owner, have a full and complete understanding of the Matco distributorship business. The Distributor and Principal Owner has received and read Matco's FDD, the Successor Agreement, and this Amendment in its entirety. The Distributor and Principal Owner have had full and adequate opportunity to discuss the terms and conditions of this Amendment with legal counsel or other advisors of the Distributor and Principal Owner's own choosing; have had ample opportunity to investigate the ETD opportunity; and have had all questions relating to the ETD, including those of any advisor, answered to the Distributor's and Principal Owner's satisfaction, including the differences between the Enhanced Territory Distributorship and a standard Matco Tools distributorship.

d. The ETD opportunity differs from a standard Matco Tools distributorship in several significant ways, including, without limitation, a greater number of Potential Customers, more stops on the List of Calls, additional initial inventory requirements, additional Product sales requirements, and a minimum monthly market penetration requirement. These differences are likely to have a significant effect on the Distributorship business, and the Distributor and Principal Owner are prepared for these differences. Neither the Distributor nor the Principal Owner have relied on any financial performance data in the FDD, or obtained anywhere else, because the business is an existing Matco Tools distributorship that has been owned and operated by Distributor and Principal Owner prior to signing this Amendment.

5. Miscellaneous.

a. Counterparts. This Amendment may be executed in counterparts, and each copy so executed and delivered shall be deemed to be an original.

b. Captions. All captions in this Amendment are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision in this Amendment.

c. Recitals. The recitals and "Background" are an integral part of this Amendment and may be relied upon to interpret and/or enforce this Amendment.

d. No Other Changes; Ratification of Successor Agreement. Except as specifically set forth herein, there are no other changes to the Successor Agreement and all other terms and conditions of the Successor Agreement are hereby ratified.

e. Effectiveness of Amendment. The Distributor acknowledges that this Amendment will become effective and binding only upon acceptance and execution by Matco in the State of Ohio.

f. Defined Terms. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Successor Agreement.

6. Entire Agreement. The Successor Agreement, this Amendment, and the documents referred to herein constitute the entire, full and complete agreement between the parties concerning the matters covered in the Successor Agreement and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements. There are no other representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the matters covered by the Successor Agreement and this Amendment, other than those set forth in this Amendment. No obligations or duties that contradict or are inconsistent with the express terms of the Successor Agreement and this Amendment may be implied into Successor Agreement or this Amendment. Except as expressly set forth herein, no amendment, change or variance from this Amendment shall be binding on either party unless mutually agreed to by the parties and executed in writing.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed on the date set forth above.

DISTRIBUTOR:	MATCO TOOLS CORPORATION
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of the Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in this Amendment.

Principal Owner Name:_____

Signature:_____

Date:_____

Exhibit A
to
ETD Amendment

List of Calls

The specific List of Calls and Number of Prospective Customers is attached to this Exhibit A.

The number of Prospective Customers is: _____.

The New Distributor Starter Inventory shall consist of at least $_____ worth of Products, which shall include the amounts and types of Products Matco specifies.

The "___" percentage for NDSA and DDSA, in Paragraph 3 of this ETD Amendment, is ____%. The parties acknowledge that this percentage was calculated as follows:

- The number of Potential Customers is _____, which is _____% of 325. Therefore, the percentage above was calculated as _____% of the 80% of the NDSA or DDSA, or _____%.

By way of example, if Exhibit A lists 545 Potential Customers, then the percentage for calculating compliance with the NDSA or DDSA would be 545 ÷ 325 = 167.69%. By rounding to a whole number, the percentage is 168%. And, 168% of 80% is equal to 134%. If the actual NDSA or DDSA for the most recent fiscal year end was $4,000, the Distributor would be obligated to generate gross sales equal to 134% of the NDSA or DDSA, which would be 134% of $4,000, which equals $5,360.

[See next page(s) for List of Calls.]

Exhibit B
to
ETD Amendment

Summary of Enhanced Territory Distributorship

The following are certain aspects of the ETD that differ from the standard Matco Distributorship:

Matco has determined that certain existing Distributors are soliciting customers outside of, or in addition to, their List of Calls. Matco, the Distributor, and the Principal Owner seek to enhance Distributor's existing List of Calls to include such additional existing or Potential Customers, provided that Distributor maintains sufficient inventory to adequately service such customers, and provided that the Distributor's sales of Matco Products are on par with sales of Matco Products achieved by other system franchisees (taking into account the increased List of Calls and Potential Customers to be serviced by the Distributor).

Matco has determined that it may grant a very limited number of distributorships with enhanced Lists of Calls, and refers to Distributorships with an enhanced List of Calls as "Enhanced Territory Distributorships" or "ETDs."

Matco will not grant an ETD to a Distributor unless the Distributor and its Principal Owner is specifically advised of the nature and scope of the ETD opportunity, and the Distributor and Principal Owner have specifically requested an ETD. Matco is granting the ETDs described in this summary and the Enhanced Territory Distributorship Amendment at Distributor's and Principal Owner's request, and on a very limited, exploratory basis. Matco expects that most of the aspects and elements of a Distributorship will apply to an ETD, except:

a. There will be a greater number of Potential Customers on the List of Calls.

b. The required initial inventory will be greater than that of a standard Matco Distributorship, depending on the minimum number of Potential Customers).

c. The ETD Distributor will be subject to a higher National Distributor Sales Average (or "NDSA") or District Distributor Sales Average (or "DDSA") compliance target. By way of example, if Exhibit A lists 545 Potential Customers, then the percentage for calculating compliance with the NDSA or DDSA would be 545 ÷ 325 = 167.69%. By rounding to a whole number, the percentage is 168%. And, 168% of 80% is equal to 134%. If the actual NDSA or DDSA for the most recent fiscal year end was $4,000, the Distributor would be obligated to generate gross sales equal to 134% of the NDSA or DDSA, which would be 134% of $4,000, which equals $5,360.

Distributor (for itself and on behalf of its Principal Owner) acknowledges and agrees that (a) the above is just a summary, (b) the ETD is experimental, (c) Matco has not offered ETD distributorships prior to October 2013, (d) the Distributor is an existing Matco distributor that understands the Matco business system, and (e) the Distributor and its Principal Owner requested to convert to the ETD, and (f) there may be other differences in the ETD business that are not noted or summarized above and Distributor and Principal Owner are prepared for those unexpected changes.

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX Q: ENHANCED TERRITORY DISTRIBUTORSHIP AMENDMENT

(NOT SIGNING A SUCCESSOR AGREEMENT)

APPENDIX Q

ENHANCED TERRITORY DISTRIBUTORSHIP AMENDMENT TO MATCO TOOLS DISTRIBUTORSHIP AGREEMENT (for Existing Distributors)

This Enhanced Territory Distributorship Amendment (this "Amendment") to the Matco Tools Distributorship Agreement is entered into this _____, by and between Matco Tools Corporation ("Matco"), a Delaware Corporation, and _____, a _____ organized in _____ and having offices at _____ _____(the "Distributor").

BACKGROUND

A. Matco and Distributor entered into a Matco Tools Distributorship Agreement dated _____ (the "Agreement"), which grants Distributor the right to operate a Matco mobile distributorship under the Business System (the "Distributorship"). This Distributorship is referred to in Matco's records as "Distributorship #_____."

B. Distributor and Principal Owner have expressed to Matco their desire to operate a Matco distributorship within an enhanced territory, which would include more Potential Customers, a larger List of Calls, proportional increases to the New Distributor Starter Inventory and the minimum sales requirement, and a market penetration requirement. Such distributorships are referred to as "Enhanced Territory Distributorships" or "ETDs." Distributor and Principal Owner acknowledge that the ETD is a relatively untested, experimental variation of the Matco distributorship.

C. Attached as Exhibit B to this Amendment is a summary of the ETD provided to the Distributor and Principal Owner by Matco on _____, which describes the ETD's variations from the standard Matco distributorship.

D. Distributor and Principal Owner desire to operate an ETD, and Matco and Distributor (together with the Principal Owner) desire to modify the Agreement accordingly, as set forth herein.

AGREEMENT

In consideration of the mutual promises contained in this Amendment, the Distributor (together with its Principal Owner) and Matco agree and contract as follows:

1. Enhanced Territory Distributorship. Distributor has requested to operate, and Matco has agreed to grant to Distributor the right to operate, an ETD, which will encompass the List of Calls and Number of Potential Customers identified in Exhibit A to this Amendment. Except as expressly set forth in this Amendment, Distributor agrees to be bound by all of the terms and conditions of the Agreement as applicable to the ETD.

2. List of Calls and Number of Potential Customers. Section 1.2 of the Agreement is hereby modified to state that the List of Calls and Number of Potential Customers that Matco provides as Exhibit A to this Amendment and the Agreement will not have 325 Potential Customers, but will have, as of the date of this Amendment, a minimum number of at least _____ (___) Potential Customers. The specific number of Potential Customers will be identified in Exhibit A hereto. All other caveats, descriptions, limitations,

terms, and conditions regarding and applicable to the List of Calls and Number of Potential Customers described in Section 1.2 are applicable to the ETD.

3. Inventory, Sales, and Purchase Requirements. Sections 3.3.1 through 3.3.3 of the Agreement are hereby deleted in their entirety, and are replaced with the following:

3.3 **Inventory, Sales, and Purchase Requirements**.

3.3.1 The Distributor will at all times maintain an inventory of Products sufficient to meet its obligations to promote and sell a full line of Matco Products and to meet the expectations and needs of its existing and potential customers, especially in terms of product availability and timeliness of delivery. The New Distributor Starter Inventory shall be modified and increased to a level that is higher than that of a standard Distributorship, commensurate with an increased number of Potential Customers, in an amount set forth in Exhibit A to the Amendment. Upon signing this Amendment, Distributor's inventory level should be at or in excess of the amount set forth in Exhibit A. At all times thereafter during the Term, the Distributor is solely responsible for determining the inventory of Products best suited to meet the needs and expectations of its customers and to meet its sales and promotional obligations hereunder.

3.3.2 The Distributor must use its best efforts and actively market, promote, and sell Products to Potential Customers on the List of Calls. To be deemed to be meeting its marketing, promotion and sales obligations, the Distributor should be selling, on average on a weekly basis, Matco Products in an amount which meets or exceeds either (a) _____ (_____%) of the "National Distributor Sales Average" (or "NDSA"), or (b) _____ (_____%) of the "District Distributor Sales Average" (or "DDSA") for the Distributor's district, whichever is lower. As part of this performance assessment, Matco will calculate the sales averages based on the Distributor's twelve (12) month rolling average, or, if the Distributor has been operating the Distributorship for less than twelve (12) months, based on the Distributor's year-to date average. The sales averages shall be based on the sales of all Matco Products, as reported by the Distributor through the Matco Distributorship Business System, or the then-current required reporting system.

3.3.3. The Distributor must maintain a minimum of 60 percent (60%) ratio of a calculation of the Distributor's year-to-date purchases divided by the Distributor's year-to-date sales.

The parties acknowledge that the "___%" requirement in Subsection 3.3.2 above was calculated as a percentage of 80% of the NDSA or DDSA as described in Exhibit A hereto.

4. Distributor Acknowledgments. The Distributor acknowledges and agrees that:

a. The ETD, with an expanded List of Calls, an increased number of Potential Customers, an increased New Distributor Starter Inventory requirement, higher Product sales requirement, and a Minimum Monthly Penetration Rate, is a relatively experimental business opportunity that was introduced in October 2013, and Matco has only offered a limited number of ETDs since October 2013.

b. The Distributor acknowledges and agrees that the increases to the New Distributor Starter Inventory and the minimum Product sales requirement are proportional to the increase in the number of

Potential Customers the Distributor is authorized to solicit. By way of example only, if the List of Calls and Number of Potential Customers as of the execution of this Amendment contains 450 Potential Customers, and the standard List of Calls and Number of Potential Customers includes 325 Potential Customers, 450 is 38% greater than 325. Consequently, the New Distributor Starter Inventory amount would be 38% greater than the standard $80,000 New Distributor Starter Inventory requirement, or $110,400.

c. The Distributor, as an existing Matco Distributor who has requested and been granted an Amended Agreement, and its Principal Owner, have a full and complete understanding of the Matco distributorship business. The Distributor and Principal Owner have received and read Matco's FDD, the Distributorship Agreement, and this Amendment in its entirety. The Distributor and Principal Owner have had full and adequate opportunity to discuss the terms and conditions of this Amendment with legal counsel or other advisors of the Distributor and Principal Owner's own choosing; have had ample opportunity to investigate the ETD opportunity; and have had all questions relating to the ETD, including those of any advisor, answered to the Distributor's and Principal Owner's satisfaction, including the differences between the Enhanced Territory Distributorship and a standard Matco Tools distributorship.

d. The ETD opportunity differs from a standard Matco Tools distributorship in several significant ways, including, without limitation, a greater number of Potential Customers, more stops on the List of Calls, an increased New Distributor Starter Inventory requirement, additional Product sales requirements, and a minimum monthly market penetration requirement. These differences are likely to have a significant effect on the Distributorship business, and the Distributor and Principal Owner are prepared for these differences. Neither the Distributor nor the Principal Owner have relied on any financial performance data in the FDD, or obtained anywhere else, because the business is an existing Matco Tools distributorship that has been owned and operated by Distributor and Principal Owner prior to signing this Amendment.

5. Miscellaneous.

a. Counterparts. This Amendment may be executed in counterparts, and each copy so executed and delivered shall be deemed to be an original.

b. Captions. All captions in this Amendment are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision in this Amendment.

c. Recitals. The recitals and "Background" are an integral part of this Amendment and may be relied upon to interpret and/or enforce this Amendment.

d. No Other Changes; Ratification of Agreement. Except as specifically set forth herein, there are no other changes to the Agreement and all other terms and conditions of the Agreement are hereby ratified.

e. Effectiveness of Amendment. The Distributor acknowledges that this Amendment will become effective and binding only upon acceptance and execution by Matco in the State of Ohio.

f. Defined Terms. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

6. Entire Agreement. The Agreement, this Amendment, and the documents referred to herein constitute the entire, full and complete agreement between the parties concerning the matters covered in the Agreement and supersede any and all prior or contemporaneous negotiations, discussions, understandings

or agreements. There are no other representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the matters covered by the Agreement and this Amendment, other than those set forth in this Amendment. No obligations or duties that contradict or are inconsistent with the express terms of the Agreement and this Amendment may be implied into Agreement or this Amendment. Except as expressly set forth herein, no amendment, change or variance from this Amendment shall be binding on either party unless mutually agreed to by the parties and executed in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed on the date set forth above.

DISTRIBUTOR:	MATCO TOOLS CORPORATION
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Principal Owner Acknowledgment:

_____, as the Principal Owner and guarantor of the Distributorship Agreement, acknowledges and agrees that he or she shall be personally bound by the Distributor's obligations identified in this Amendment.

Principal Owner Name:_____

Signature:_____

Date:_____

Exhibit A
to
ETD Amendment

List of Calls

The specific List of Calls and Number of Prospective Customers is attached to this Exhibit A.

The number of Prospective Customers is: _____.

The New Distributor Starter Inventory shall consist of at least $_____ worth of Products, which shall include the amounts and types of Products Matco specifies.

The "___" percentage for NDSA and DDSA, in Paragraph 3 of this ETD Amendment, is ____%. The parties acknowledge that this percentage was calculated as follows:

- The number of Potential Customers is _____, which is _____% of 325. Therefore, the percentage above was calculated as _____% of the 80% of the NDSA or DDSA, or _____%.

By way of example, if Exhibit A lists 545 Potential Customers, then the percentage for calculating compliance with the NDSA or DDSA would be 545 ÷ 325 = 167.69%. By rounding to a whole number, the percentage is 168%. And, 168% of 80% is equal to 134%. If the actual NDSA or DDSA for the most recent fiscal year end was $4,000, the Distributor would be obligated to generate gross sales equal to 134% of the NDSA or DDSA, which would be 134% of $4,000, which equals $5,360.

[See next page(s) for List of Calls.]

Exhibit B
to
ETD Amendment

Summary of Enhanced Territory Distributorship

The following are certain aspects of the ETD that differ from the standard Matco Distributorship:

Matco has determined that certain existing Distributors are soliciting customers outside of, or in addition to, their List of Calls. Matco, the Distributor, and the Principal Owner seek to enhance Distributor's existing List of Calls to include such additional existing or Potential Customers, provided that Distributor maintains sufficient inventory to adequately service such customers, and provided that the Distributor's sales of Matco Products are on par with sales of Matco Products achieved by other system franchisees (taking into account the increased List of Calls and Potential Customers to be serviced by the Distributor).

Matco has determined that it may grant a very limited number of distributorships with enhanced Lists of Calls, and refers to Distributorships with an enhanced List of Calls as "Enhanced Territory Distributorships" or "ETDs."

Matco will not grant an ETD to a Distributor unless the Distributor and its Principal Owner are specifically advised of the nature and scope of the ETD opportunity, and the Distributor and the Principal Owner have specifically requested an ETD. Matco is granting the ETDs described in this summary and the Enhanced Territory Distributorship Amendment at Distributor's and Principal Owner's request, and on a very limited, exploratory basis. Matco expects that most of the aspects and elements of a Distributorship will apply to an ETD, except:

a. There will be a greater number of Potential Customers on the List of Calls.

b. The required initial inventory will be greater than that of a standard Matco Distributorship, depending on the minimum number of Potential Customers).

c. The ETD Distributor will be subject to a higher National Distributor Sales Average (or "NDSA") or District Distributor Sales Average (or "DDSA") compliance target. By way of example, if Exhibit A lists 545 Potential Customers, then the percentage for calculating compliance with the NDSA or DDSA would be 545 ÷ 325 = 167.69%. By rounding to a whole number, the percentage is 168%. And, 168% of 80% is equal to 134%. If the actual NDSA or DDSA for the most recent fiscal year end was $4,000, the Distributor would be obligated to generate gross sales equal to 134% of the NDSA or DDSA, which would be 134% of $4,000, which equals $5,360.

d. The ETD Distributor must make sales to at least fifty five percent (55%) of the Potential Customers on ETD Distributor's List of Calls each month (the "Minimum Monthly Penetration Rate").

e. Matco retains the right to conduct periodic reviews of the ETD Distributor's performance, to ensure that ETD Distributor adequately develops its enhanced market by meeting the Minimum Monthly Penetration Rate.

f. If the average Minimum Monthly Market Penetration Rate during any 12 month period (the "Average Annual Market Penetration Rate") falls below 55%, Distributor shall have a period of 6 months within which to increase the Average Annual Market Penetration Rate to 55%, as measured by the trailing 12 months. Should Distributor fail to meet the Average Annual Market Penetration Rate, and cure

such default within 6 months, in addition to any other rights and remedies available to Matco under the Agreement and applicable law, Matco shall have the right to reduce the Potential Customers Distributor is authorized to solicit, and List of Calls Distributor is authorized to make under the Agreement.

Distributor acknowledges and agrees that (a) the above is just a summary, (b) the ETD is experimental, (c) Matco has not offered ETD distributorships prior to October 2013, (d) the Distributor is an existing Matco distributor that understands the Matco business system, and (e) the Distributor requested to convert to the ETD, and (f) there may be other differences in the ETD business that are not noted or summarized above and Distributor is prepared for those unexpected changes.

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

APPENDIX R: DISTRIBUTOR EXPENSE WORKSHEET

APPENDIX R

Distributor Expense Worksheet

This is a template worksheet that is intended to assist a prospective distributor in its evaluation of the Matco franchised Distributorship business opportunity. This is not required, and can be just one tool in the diligence process. As noted in Item 7 of the FDD, Matco recommends that all prospective distributors contact existing distributors to learn about their businesses. The references to Items in the FDD are included to assist you in your evaluation and due diligence of the business opportunity. If you contact, meet, and even ride with, existing distributors, please do not assume that your Matco Distributorship, your route, your prospective customer or actual customers, or the areas in which you will operate, will be the same as or similar to the current distributors with whom you meet or ride with. You should conduct your own investigation about the business and the proposed route that you might operate, and do so in conjunction with your personal business, financial, and legal advisors.

Worksheet Item	Notes/Explanation	Amount	Amount
Completed Business	See Note 1.		$_____
Weighted Average Discount	See FDD Item 8, and Note 2 below.		_____%
Gross Profit	(*Completed Business less Weighted Average Discount*)		$_____
Operating Expenses:*			
Computer Software	See Note 3 below.	$_____	
Franchise Finance Program:	See Note 4 below.	$_____	
Loan Payment	See Note 3 below.	$_____	
Time Payment Line of Credit	See Note 3 below.	$_____	
Mobile Store Lease Payments	See Note 3 below.	$_____	
Insurance	See Note 3 below.	$_____	
Mobile Store Maintenance	See Note 5 below.	$_____	
Fuel	See Note 5 below.	$_____	
Utilities – cell phone, internet	See Note 5 below.	$_____	
Legal Professional Fees	See Note 5 below.	$_____	
Office Supplies	See Note 5 below.	$_____	
Freight Charges	See Note 5 below.	$_____	

Worksheet Item	Notes/Explanation	Amount	Amount
Bank/credit card fees	See Note 5 below.	$_____	
Promotional expenses	See Note 5 below.	$_____	
Miscellaneous Expenses	Such as travel, uniforms, bad debt allowance	$_____	
Estimated Operating Expense	(*Total of Operating Expenses Above*)		$_____
Owner's Operating Profit	(*Gross Profit less Estimated Operating Expenses*) This amount is before taxes.		$_____

***** The list of expenses is not, or may not be, an exhaustive list of all expenses that you may incur. Each franchisee's experience and situation may be different.

Additional Notes and Explanations:

1. You should estimate this number based on your evaluation of the Matco Distributorship business. Matco will not provide this figure, nor any estimate or range. We recommend that you speak with existing Matco distributors, and investigate the mobile tool business industry. You may wish to review Item 19 of the FDD, however, those figures are not, and should not be treated as, estimates or predictions of revenue or Completed Business for you or any other distributor. Also, if you discuss Completed Business with a Matco distributor, or you review Item 19, please remember that any estimate of your Completed Business is a gross sales or revenue figure, and you should deduct sales tax – which varies from state to state – to help you arrive at a more appropriate figure.

2. As discussed in Item 8, Matco sells inventory to distributors at a discount from the recommended list price. (Distributors may sell products to customer at any retail prices they choose.) The Weighted Average Discount can be used to estimate the wholesale cost of products sold that comprise Completed Business.

3. Item 7 of the FDD identifies various categories of expenses that a new Matco distributor is likely to incur, and most of them are expressed as a range. Many of the expense items in this Worksheet can also be found in Item 7. Please review the Item 7 notes carefully. In addition, most of the expense items in Item 7 are expressed as costs for the first three months of operations. Therefore, if you are evaluating the Matco business opportunity on an annual basis, you should annualize whatever figures you use in this worksheet.

4. Matco may finance your purchase of inventory. Matco financing is discussed in Item 10 of the FDD, as well as in Items 5 and 7. Financing, including the amount and the weekly, monthly, and annual costs, will vary based on many factors that are specific to a distributor's situation. Please consult with your financial advisor in developing an appropriate estimate for financing costs.

5. Item 7 includes an "Additional Funds" category, along with explanatory notes. Please review the Additional Funds description and notes as you estimate these various expense items.

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	See Separate FDD
Florida	February 3, 2026
Hawaii	April 13, 2026, as amended _____, 2026
Illinois	April 6, 2026, as amended August 1, 2026
Indiana	April 6, 2026, as amended August 1, 2026
Maryland	April 15, 2026, as amended _____, 2026
Michigan	March 31, 2026
Minnesota	May 12, 2026, as amended _____, 2026
New York	April 6, 2026, as amended August 1, 2026
North Dakota	April 6, 2026, as amended _____, 2026
Rhode Island	April 7, 2026, as amended August 1, 2026
South Dakota	April 7, 2026
Utah	November 25, 2025
Virginia	April 22, 2026, as amended _____, 2026
Washington	April 14, 2026, as amended August 1, 2026
Wisconsin	April 6, 2026, as amended August 3, 2026

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.

MATCO TOOLS

FRANCHISE DISCLOSURE DOCUMENT

(23) ACKNOWLEDGEMENT OF RECEIPT

RECEIPT
(To Be Retained by You)

Matco Tools Corporation Franchise Disclosure Document
Issuance Date: April 6, 2026, as amended August 1, 2026

This Disclosure Document summarizes certain provisions of the distributorship agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Matco offers you a franchise, it must provide this Disclosure Document to you:

(a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or

(b) Under New York law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or

(c) Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Matco 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed in Appendix F.

The franchisor is Matco Tools Corporation, 4403 Allen Road, Stow, Ohio 44224. Its telephone number is (330) 929-4949.

Issuance date: April 6, 2026, as amended August 1, 2026.

The franchise sellers are: Cameron Richardson, President of Matco Tools Corporation and Allen Plunk, Director, Franchise Development of Matco Tools Corporation, 4403 Allen Road, Stow, Ohio 44224, (330) 929-4949.

Any additional individual franchise sellers involved in offering the distributorship are:

_____

Matco authorizes the respective state agencies identified on Appendix G to receive service of process for it in the particular state.

I have received a Disclosure Document dated April 6, 2026, as amended August 1, 2026 (and with effective dates of state registration or exemption as listed on the State Effective Dates page) that included the following Exhibits: Appendix A – Financial Statements, Appendix B – Active Distributors, Appendix C – Terminated Distributors, Appendix D – Distributorship Agreement, Appendix E-1 – Distributor Disclosure Questionnaire, Appendix E-2 – Acknowledgment Regarding Ownership of Distributorship in Individual Capacity, Appendix F – State Agency Exhibit, Appendix G – Agents for Service of Process, Appendix H – State-specific Disclosures and State Agreement Amendments, Appendix I – Confidentiality and Non-Disclosure Agreement, Appendix J – Mutual Release Agreement, Appendix K – List of Calls Acknowledgment, Appendix L – Matco 225 Amendments, Appendix M – Conversion Incentive Amendments, Appendix N – Renewal Addendum, Appendix O – Guarantee of Performance, Appendix P – Enhanced Territory Distributorship Amendment (Signing a Successor Agreement), Appendix Q – Enhanced Territory Distributorship Amendment (Not Signing a Successor Agreement), and Appendix R – Distributor Expense Worksheet.

I acknowledge that the information contained in this Franchise Disclosure Document of Matco is confidential and proprietary. I agree that this information will be used only for purposes of evaluating the possible purchase of a Matco franchise, and will not be disclosed to any person other than my legal and financial advisors.

Signed: _____

Print Name: _____
Address: _____
City: _____ State: _____
Zip:_____ Telephone: _____
Dated: _____

Signed: _____

Print Name: _____
Address: _____
City: _____ State: _____
Zip: _____ Telephone: _____
Dated: _____

Matco Tools Corporation Franchise Disclosure Document for the State of: Wisconsin

RECEIPT
(To Be Returned to Matco Tools)

Matco Tools Corporation Franchise Disclosure Document
Issuance Date: April 6, 2026, as amended August 1, 2026

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(a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or

(b) Under New York law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or

(c) Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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I acknowledge that the information contained in this Franchise Disclosure Document of Matco is confidential and proprietary. I agree that this information will be used only for purposes of evaluating the possible purchase of a Matco franchise, and will not be disclosed to any person other than my legal and financial advisors.

Signed: _____

Print Name: _____
Address: _____
City: _____ State: _____
Zip:_____ Telephone: _____
Dated: _____

Signed: _____

Print Name: _____
Address: _____
City: _____ State: _____
Zip: _____ Telephone: _____
Dated: _____

Matco Tools Corporation Franchise Disclosure Document for the State of: Wisconsin