

**FRANCHISE OFFERING CIRCULAR  
FOR AN  
AUTO SELECT FRANCHISE**

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FRANCHISE OFFERING CIRCULAR  
For an  
**AUTO SELECT FRANCHISE**

Auto Select, Inc.  
a Wisconsin corporation  
517 Poplar Lane  
Hatley, WI 54440  
715-446-3086

The Franchise is for the operation of an "**Auto Select**" Service Center that does retail/wholesale sale of automotive accessories specializing in tires, batteries and certain other automotive sales, repairs and services.

The standard initial nonrefundable franchise fee is \$2,500. The estimated initial investment required ranges from \$110,000 to \$160,000.

**RISK FACTORS:**

1. THE FRANCHISE AGREEMENT STATES THAT WISCONSIN LAW GOVERNS THE AGREEMENT EXCEPT FOR APPLICABLE FRANCHISE LAWS OF OTHER STATES. WISCONSIN LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS OTHER STATES. YOU MAY WANT TO COMPARE THESE LAWS.
2. THE FRANCHISE AGREEMENT IN ALL BUT SPECIFIC MATTERS DESCRIBED IN IT, REQUIRES THE PARTIES TO ARBITRATE CERTAIN DISPUTES BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN THE STATE IN WHICH WE ARE HEADQUARTERED, WHICH IS WISCONSIN. OUT OF STATE DISPUTE RESOLUTION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO PURSUE OR DEFEND A CLAIM FILED WITH THE AAA IN WISCONSIN THAN ONE THAT IS FILED IN YOUR HOME STATE.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

NOTE: THE AGREEMENT PROVISIONS REFERRED TO IN THE RISK FACTORS MAY BE VOID UNDER SOME STATE FRANCHISE LAWS.

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

Registration of this franchise with a state does not mean that the state recommends it or has verified the information in this Offering Circular. If you learn that anything in this Offering Circular is untrue, contact the Federal Trade Commission or your state authority listed in Exhibit A.

**AUTO SELECT, INC.**

**INFORMATION FOR PROSPECTIVE FRANCHISEES**

**REQUIRED BY FEDERAL TRADE COMMISSION**

\* \* \* \* \*

TO PROTECT YOU, WE'VE REQUIRED YOUR FRANCHISOR TO GIVE YOU THIS INFORMATION. WE HAVEN'T CHECKED IT, AND DON'T KNOW IF IT'S CORRECT. IT SHOULD HELP YOU MAKE UP YOUR MIND. STUDY IT CAREFULLY. WHILE IT INCLUDES SOME INFORMATION ABOUT YOUR CONTRACT, DON'T RELY ON IT ALONE TO UNDERSTAND YOUR CONTRACT. READ ALL OF YOU CONTRACT CAREFULLY. BUYING A FRANCHISE IS A COMPLICATED INVESTMENT. TAKE YOUR TIME TO DECIDE. IF POSSIBLE, SHOW YOUR CONTRACT AND THIS INFORMATION TO AN ADVISOR, LIKE A LAWYER OR AN ACCOUNTANT. IF YOU FIND ANYTHING IMPORTANT THAT'S BEEN LEFT OUT, YOU SHOULD LET US KNOW ABOUT IT. IT MAY BE AGAINST THE LAW.

THERE MAY ALSO BE LAWS ON FRANCHISING IN YOUR STATE. ASK YOU STATE AGENCIES ABOUT THEM.

ISSUANCE DATE: September 2009

FEDERAL TRADE COMMISSION  
WASHINGTON, D.C. 20580

## ITEM 1

### THE FRANCHISOR, ITS PREDECESSORS AND AFFILITATES

The franchisor is Auto Select, Inc., a Wisconsin corporation, and is referred to in this offering circular as "Auto Select" or "We." The person who buys the franchise is referred to as "you" or "your." If you are a corporation, partnership or other legal entity, the provisions of our standard form Franchise and Trademark Agreement also apply to all of your owners by virtue of our requirement that your owners personally guarantee your obligation under the Franchise Agreement.

Auto Select was originally incorporated in Wisconsin in 2000. Our principal business address is 8355 Awassa Lane, P.O. Box 627, St. Germain, WI 54558. We have offered franchisees since September 2005. Exhibit D discloses our agent for service of process is Michael J. Molitor, Sr. 8355 Awassa Lane, P.O. Box 627, St. Germain, WI 54558.

Auto Select, Inc. is 100% owned by Michael J. Molitor, Sr. and Roxanne Molitor, husband and wife as survivorship marital property.

We currently engage only in operating Auto Select Service Centers and Auto Select Express Quick Lubes, business activities that relate to franchising and operating Auto Select Service Centers and Auto Select Express Quick Lubes. Although we reserve the right to do so, we have not offered franchises in other lines of business.

We offer qualified persons the right to own and operate an Auto Select at an agreed upon location under our standard form Franchise Agreement (the "Franchise Agreement"). Prospective franchisees for Auto Select must sign our standard form franchise application ("Franchise Application") before signing the Franchise Agreement. Exhibit D contains a copy of the Franchise Agreement and Exhibit C contains a copy of the Franchise Application.

Auto Select offers to the general public automotive repair, service, tires and some accessories. Certain branded items will be required to be stocked and sold. We have developed and make available to franchisees comprehensive business methods and systems for developing and operating Auto Select Service Centers, including technical information and expertise relating to authorized repair and maintenance services and related equipment, site selection criteria, sales, marketing and advertising programs and management information and techniques.

Automotive repair, service and tires is a competitive business. The ability of each Auto Select Service Center to compete depends on a variety of factors, including location, accessibility, individual services, merchandising, your own management skills and various federal, state and location regulations.

Certain aspects of any automotive repairs and service business are regulated by federal, state and local laws, rules and ordinances, and in addition to the laws, regulations and ordinances applicable to business generally, such as the Americans with Disabilities Act, Federal Wage and Hour Laws, Environmental Protection Laws and Occupation, Health and Safety Act.

## **ITEM 2**

### **BUSINESS EXPERIENCE**

Michael J. Molitor, Sr.:

Michael J. Molitor started and has been owner and president since November 2000. Prior to Auto Select, he worked 23 years for a multi-store company specializing in auto parts and service centers, serving as vice-president of operations.

## **ITEM 3**

### **LITIGATION**

Pending Civil Litigation

None

Prior Civil Litigation

None

## **ITEM 4**

### **BANKRUPTCY**

No person previously identified in this offering circular has been involved as a debtor in proceedings under the U.S. Bankruptcy Code.

## **ITEM 5**

### **INITIAL FRANCHISE FEE**

Auto Select charges a uniform initial franchise fee of \$2,500 for each new franchise. You pay this fee as follows: upon signing and submitting Franchise Application. Auto Select uses a portion of the fee to defray costs of documents, set up, training supplies, and general and administrative expenses and to defray expenses incurred by us in connection with the selection and approval of your Service Center location.

If you and we cannot agree on a location for your Service Center within 270 days after the date of your Franchise Agreement, either you or we can terminate the Franchise Agreement. Additionally, if for any reason, you fail to lease or purchase your Service Center's premises within 1 year after the Franchise Agreement date, we may terminate the Franchise Agreement. In either situation, we will refund the initial franchise fee less our costs and expenses relating to



processing your application, franchise sales commissions, evaluating proposed locations for your Service Center and assisting in developing your Service Center (these costs and expenses will not be less than \$1,000).

Auto Select may periodically offer special discounts for existing franchisees to obtain additional franchises subject to any conditions Auto Select then determines. Auto Select may announce or cancel special offers at any time.

You may, but do not have to, purchase certain equipment, signs and supplies for your Service Center from us. (See Item 7.)

## ITEM 6

### OTHER FEES AND COSTS

TYPE OF FEE/COST	AMOUNT	DUE DATE	REMARKS
Continuing Fees	The greater of \$700 or Five percent (5%) of the Franchisee's Gross Receipts which are received, billed or generated from the business (Gross Receipts exclude sales tax)	Payable on a weekly basis with each Saturday being the last day of the week. Fees are due the following Wednesday.	For further details see Article 6.
Late Fee	Any amounts paid late will bear interest at the rate of eighteen percent (18%)	As incurred	If the above fee is paid late, interest will accrue at eighteen percent (18%) (See 6.3).
Advertising Budget	At least two percent (2%) of the Franchisee's Gross Receipts.		Franchisee must allocate at least two percent (2%) of Gross Receipts to an advertising budget. Failure to do so is a materially breach. See Article 7.
Telephone Directory Listing	Will vary	As billed	Franchisee agrees to list in the yellow pages under "Automobile Repair Service," "Tire Dealer," or similar listing.
Survey Marketing Program	Will vary under the circumstances	Within 30 days of billing	Franchisee will from time to time participate in customer survey programs as directed by the Company and pay costs associated with production, mailing or data base material marketing (See Section 7.4)
Remodeling and Modernization	Will vary under the circumstances		Franchisee will be required to periodically make reasonable capital expenditures to remodel, modernize and redecorate as well as replace or modernize furniture, fixtures, signs, computer systems and software supplies and equipments so the Franchisee will reflect the then common image of Auto Select Service Centers (See Section 8.4)

Initial Manager's Training Program			See Section 9.1
Subsequent Manager Training Program	\$1,000.00	As incurred	If management is changed requiring the training of a new manager, the cost to train such manager will be the \$1,000.
Credit Card Services	Will vary		The Franchisee will honor all credit card charge cards, cash card (debit card) required or approved by the Company and pay such card providers fee.
New Employee Training	Will vary	As incurred	New employees who are engaged in sales related activities will attend an initial training section on product knowledge and sales technique in Schofield, Wisconsin within 60 days of commencement of employment. The training will be approximately 40 hours of classroom and on-the-job training during which time Franchisee will pay such employee's salaries, fringe benefits, payroll taxes, travel costs, food, lodging, etc.
Business and Management Consulting	Will vary under circumstances	As incurred	Will provide management consulting in the amount of minimum 24 hours each calendar quarter. Franchisee will pay the Company consulting fee in an amount equal to the Company's then current standard charge for such services or as otherwise agreed. The current fee for such services is \$1,000 (See Section 9.6).
Merchandising Assistance	Will vary under the circumstances	As incurred	Franchisee may purchase merchandise aids such as brochures, price sheets and point of sales materials.
Product Related Seminars	Will vary under the circumstances	As incurred	The Company may provide various product related seminars at no charges, however, Franchisee must pay the salaries, fringe benefits, taxes, lodging and traveling expenses of employees who attend (See Section 9.8).
On-going Training Meetings for Service Center Manager	Will vary under the circumstances	As incurred	If noticed attendance of Service Center manager will be mandatory there is no charge other than Franchisee must pay the salary, fringe benefit, travel, lodging, meals, etc. by the manager who attends.
Merchandise Supplies and Services Furnished by the Company to the Franchisee	Will vary under the circumstances	Within ten (10) days of receipt	Eighteen percent (18%) on delinquent amount (See Section 10.7)
Taxes	Will vary under the circumstances	As incurred	Franchisee is responsible for the filing and payment of all sales tax, income tax, and other taxes.

Computer Equipment and Software	Will vary under the circumstances	As incurred	Franchisee must pay the expenses, the lease or purchase of all computer equipment and software necessary to run the business.
Minimum Inventories	Will vary under the circumstances	As incurred	Franchisee must maintain a monthly minimum inventory of at least three hundred (300) tires and other minimum inventories as designated from time to time by the Company or Company Manuals (See Section 12.2)
Financial Statements	Will vary under the circumstances	As incurred	Franchisee will at its expense provide the Company with monthly and year-to-date business sheets and profit and loss statements, annual financial statement and an annual financial statement (See Section 14.2 for details). Will also maintain daily and weekly records of gross receipts (See Section 14.3 for details).
Insurance	Will vary under the circumstances	As incurred	Franchisee will obtain and maintain at its sole cost general liability insurance policy of at least one million dollars (\$1,000,000.00) of insurance insuring both the Franchisee, the Company officers and directors (See Section 15). Will also cover the vehicles. An umbrella policy of one million dollars (\$1,000,000.00) is also required (See Section 15).
Assignment or Transfer	\$1,500	As incurred	To transfer the franchise, you must pay a franchisee transfer fee of \$1,500(See Section 12.3).

## ITEM 7

### INITIAL INVESTMENT

The following chart provides an estimate of your initial investment for a Service Center:

<b>EXPENDITURE</b>	<b>AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
Initial Franchise Fee	\$2,500.00	As incurred with submission of application	With submission of application	Us
Travel and Living Expenses During Training	\$2,000(estimated)	As incurred	As incurred	Various third parties
Real Estate Rent + Security Deposit or Purchase	\$3,000 to \$5,000	As incurred monthly	As incurred	Landlord or Mortgage holder
Opening Inventory	\$20,000 to \$30,000	Lump sum	At training	Supplier

<b>EXPENDITURE</b>	<b>AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
Equipment, Signs, Small Tools and Freight	\$80,000 to \$120,000	Lump sum	Before opening	Supplier
Computer System	\$1,500 to \$2,500	Lump sum	Before opening	Supplier
Administrative Supplies	\$1,000	Lump sum	Before opening	Supplier
Insurance	\$900 to \$1,200	Lump sum monthly	Before opening	Insurance Company
Pre-paid Expenses	\$1,000 to \$2,000	As incurred	Before opening	Suppliers, Utilities, Tradespeople
Working Capital	\$5,000 to \$10,000	As incurred	As incurred	Employees, Suppliers, Utilities, etc.

## **ITEM 8**

### **RESTRICTIONS ON SOURCE OR TYPES OF PRODUCTS AND SERVICES**

#### **Generally**

To ensure that high and uniform standards of quality and service are maintained, you must operate your Service Center in strict conformity with our methods, standards and specifications set forth in the Company Policies and Procedures Manual ("Company Manual"). We determine the methods, standards and specifications set forth in the Company Policies and Procedures Manual. Under certain circumstances, we may negotiate purchase arrangements or terms (such as price) with suppliers for your benefit. We do not provide material benefits (e.g. renewal or additional franchises) to you based on use of designed or approved suppliers.

#### **Equipment, Inventory and Signs**

All equipment and fixtures you use in connection with your Service Center must be of the types, brands and models that we reasonably determine meet industry standards as to quality, performance and safety. All signs that you purchase or lease must be of the types, brands and models which meet our standards and specifications. If these items meet our standards, you may purchase or lease equipment, fixtures and signs from any supplier. Required equipment includes lifts, brake lathe, mobile air conditioning recharge station, wheel aligner, diagnostic scanner, welder, tire changer, wheel balancer and certain hand tools and supplies. We maintain a list of suppliers for these items, but you may choose to purchase them from other suppliers. You may purchase, where applicable, a portion or all of the required equipment and supplies through us.

Your Service Center may use only uniforms, parts, labels, inventory and supplies that conform to our specifications and standards as to quality, performance, and safety and/or are

purchased from suppliers (which may include us and/or our affiliates). We and our affiliates have the right to profit from the sale of any other items for which we are approved suppliers.

From time to time, we may modify our specifications and standards for parts, uniforms, forms, labels and other inventory and supplies and the list of approved suppliers for them. After notice of a modification, you may not reorder any parts, uniforms forms, labels or other inventory and supplies that do not meet our then-current specifications and standards or reorder any of those items from any supplier who is no longer approved.

If you want to order on a regular basis any parts, uniforms, forms, labels and other inventory and suppliers from any supplier who we have not then approved, you must first submit to us sufficient information, specifications and samples concerning the supplier so that we can decide whether the supplier meets our approved supplier criteria. If we do not disapprove the supplier within 30 days after we have received all requested information, then the supplier will be deemed approved. Standards for a product will be applied uniformly to all suppliers of the product. If you seek approval of a part offered by a supplier which has not been tested by an independent certified laboratory, we may charge reasonable fees to cover our costs of evaluating the supplier. We may prescribe procedures for the submission of requests for approval and impose obligations on suppliers, that we may require to be incorporated in written agreements.

### **Lease**

You are responsible to lease a suitable location. The lease must be for a minimum of ten (10) years.

### **Computer System**

We require you to purchase or lease, at your expense, a computer system meeting certain specifications (See Item 11) for management information functions, such as recording and reporting Gross Revenues. You may use any computer hardware you consider to be appropriate, provided it meets our specifications and it functions properly with the computer software we require. We will not unreasonably withhold approval of a request to use alternative software, provided the software meets all of our requirements and specifications, which we will make available on reasonable request.

To ensure full operational efficiency and optimum communications capability between and among computer systems, you must, at your expense, keep your computer systems in good condition and promptly install all additions, changes, modifications, substitutions or replacements to software, telephone and power lines, and other data transmission facilities as we direct. In view of the contemplated interconnection of computer systems and the necessity that the systems be compatible with each other, you must use computer software that complies with our specifications (See Item 11).

## **Rebates and Promotional Allowances**

We will not solicit or accept any rebates from any approved supplier of equipment, signs, parts or other supplies based upon the amount of your purchases from such supplier. We may solicit and accept other benefits from suppliers, such as promotional allowances, provided we use them for the benefit of the chain of Auto Select Service Center, such as defraying the costs of training programs, dealer conventions, special events and meetings. We may also solicit and accept royalty fees and other payments from suppliers for their authorized use of the Marks. Otherwise, you and we agree not to solicit or accept any benefits from any Supplier that are not offered on a comparable basis to all owners of Auto Select Service Centers.

## **Site Selection**

You must select a site for your Service Center that meets our approval (See Item 11).

If your Service Center is a new Auto Select Service Center, you must lease, sublease or purchase the premises within 1 year after the date of your Franchise Agreement. We have the right to approve the terms of any lease, sublease for the premises must contain certain provisions acceptable to us. These conditions include a provision giving us the right on any termination or expiration of the Franchise Agreement, to assume the lease or sublease or to enter into a further sublease.

## **Development and Opening of Your Service Center**

If your Service Center is a new Auto Select Service Center, we will furnish your prototype plans for an Auto Select Service Center. You may modify the prototype plans only to the extent necessary to comply with all applicable laws, regulations, ordinances, building costs and permit requirements (including the Americans with Disabilities Act and the Occupation Safety and Health Act) and any lease requirements and restrictions. You must submit the plans and specifications to us for our approval before starting to develop the premises of your Service Center. All development must be in accordance with the plans and specifications we have approved and must comply with all applicable laws, ordinances and local rules and regulations. We may periodically inspect the premises during its development. Your Service Center may not be opened for business until we notify you that all our requirements for opening have been met. You agree to open your Service Center within 12 months after the date of you Franchise Agreement. However, if you fail to open your Service Center within 12 months due to reasons beyond your control (such as acts of God, unavoidable delays in obtaining zoning permits or unavoidable construction delays), we will grant a reasonable extension of time for you to open your Service Center.

## **Advertising by Franchisee**

You have a requirement to advertise locally and spend at least 2% of Gross Receipts on such advertising. You must submit to us, for our prior approval, samples of all advertising and promotional materials that we did not prepare or previously approve and that vary from our standard advertising and promotional materials. You may not use any advertising or promotional materials that we have not approved. All of your advertising and promotion must be completely

factual and conform to the highest standards of ethical advertising. You must refrain from any business or advertising practice that may injure our business, the business of other Service Centers or the goodwill associated with our name, Logos and Marks.

### **Internet—Web Page**

With our prior approval, you may maintain a World Wide Web site in connection with your Service Center. You must obtain our prior approval for any Internet domain name or home page address. You must also submit to us for prior approval printouts of all Web site pages, materials and content you propose to use on our Web site. We may, where reasonable, require you to include hyperlinks or other links to your Web site. You cannot modify your Web site without our prior approval. You cannot post on your Web site any material in which a third party has any ownership interest.

### **Insurance**

You must maintain in force and furnish us evidence of: (a) comprehensive, commercial, general liability policy (currently in the amount of \$2,000,000 per occurrence); (b) garage keepers liability insurance policy (currently in the amount of \$15,000 per bay); (c) product and automobile liability insurance of \$1,000,000; (d) general casualty insurance, fire and extended coverage, vandalism and malicious mischief insurance, for the replacement value of your Service Center and its contents; (e) an umbrella insurance policy of \$1,000,000; and (f) other insurance policies, such as business interruption insurance, as we may reasonably determine from time to time.

We reserve the right to periodically increase those amounts. All insurance policies must be issued by carriers with at least an A- rating with A.M. Best (or a similar rating by a comparable rating service accepted by us) and must contain the types and minimum amounts of coverage, exclusions and maximum deductibles that we periodically prescribe, must name us and our affiliates as additional insured, provided for 30 days' prior written notice to us of any material modification, cancellation or expiration of the policy and include all other provisions that we may reasonably require.

### **Telephone and Other Telecommunications Number**

You must obtain a telephone listing for the operation of your Service Center. The telephone listing will belong to us; however, you must pay all telecommunications charges directly to the telecommunications company. We reserve the right to place protective codes restricting access to the telephone listing in order to protect the franchise system in the event you no longer operate your shop as an Auto Select Service Center.

### **Appearance Requirements**

Every aspect of the appearance and operation of your Service Center is important to us and is subject to our specifications and standards. You must comply with all mandatory specifications, standards and operating procedures and other obligations that are contained in the

Company Manual that relate to the development and operation of an Auto Select Service Center including: (1) all aspects (other than prices) of authorized products and services offered by your Service Center and the manner in which they are to be promoted and sold; (2) sales procedures, customer warranties and services; (3) advertising and promotional programs; (4) appearance and dress of employees; (5) safety, appearance, cleanliness and standards of service and operation of your Service Center; (6) days and hours of operation; and (7) accounting and record keeping systems and forms.

**Condition of Service Center**

You must maintain the condition and appearance of your Service Center so that it is clean and attractive. You must repair and make modifications and additions to equipment, furnishings, or signs that do not meet our standards. We may require you to upgrade and/or remodel your Service Center periodically. However, we will not require you to make substantial upgrades or remodel your Service Center more than once every five (5) years. You may not make any alternations to your Service Center, nor any replacements, relocations, or alternations of fixtures, equipment or signs that do not meet our then-current standards and specifications.

**ITEM 9**

**YOUR OBLIGATIONS**

THE TABLE BELOW LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT. IT WILL HELP YOU LOCATE MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THE FRANCHISE AGREEMENT AND IN OTHER PARTS OF THIS OFFERING CIRCULAR.

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM IN OFFERING CIRCULAR
a. Site selection and acquisition/lease	Section 8	Item 8, 11
b. Operation and Conduct of Business	Section 10	Item 8
c. Inventory and Merchandise	Section 12	Item 1, 8
d. Training	Section 9	Item 11
e. Signs	Section 13	Item 8
f. Fees and continuing fees	Section 6	Item 5
g. Compliance with standards and policies/Company Manual and Confidential Information	Section 16	Item 1, 8



OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM IN OFFERING CIRCULAR
h. Marks, Logos and Phrases	Section 10.14, Section 11	Item 13
i. Restrictions on products/services offered	Section 7.1	Item 8
j. Ongoing product/service purchases	Section 7.2	Item 1
k. Credit card services	Section 9.4, Section 10.26	Item 11
l. Proprietary Information	Section 16	Item 14
m. Appearance requirements	Section 8.2, Section 8.3 and Section 8.4	Item 8
n. Insurance	Section 15	Item 8
o. Advertising—general and telephone directory/listing	Section 7	Item 8, 11
p. Owner's participation/management/staffing	Section 9, 10 and 10.2	Item 15
q. Financial Information, Records/reports	Section 14	Item 11
r. Audits	Section 14.5	
s. Transfers/Assignments	Section 17, Section 18	Item 16
t. Renewal	Section 14	Item 16
u. Termination	Section 19, Section 20	Item 16
v. Non-competition covenants	Section 16.5	Item 16
w. Dispute Resolution (Arbitration)	Section 19.3	Item 16

## ITEM 10

### FINANCING ARRANGEMENTS

Franchise must make all financing arrangements necessary to open and operate an Auto Select Service Center.

## ITEM 11

### FRANCHISOR'S OBLIGATIONS

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

#### **Pre-Opening Obligations**

We will provide you with the following pre-opening assistance:

1. We will approve or disapprove the site you select for your Service Center.
2. We will furnish you with standard plans for an Auto Select Service Center.
3. We will provide initial training for up to five (5) people.
4. We will loan you one copy of your confidential Company Manual (the "Company Manual." The table of contents of the Company Manual is attached to the offering circular as Exhibit G).

#### **Training Obligations**

We will provide you with the following assistance during the operation of your Service Center:

1. Initial Training. We will require attendance at an initial training program for Franchisee and Franchisee's Manager (Section 9.1(a)).
2. In Store Training. We will provide in store training over a 2-4 month time period (Section 9.1(b)). This training, at our discretion, will be furnished in the form of the Company Manual, bulletins and other written or electronic communications, consultations by telephone or in person at our offices or at your Service Center, and by other means or communications. (Franchise Agreements, Section 5.2).
3. New Employee Training. New employee training for employees involved in sales related activities will occur within sixty (60) days of hiring of a new employee (Section 9.5).
4. Business and Management Consulting. This is provided on a quarterly basis (Section 9.6).
5. Merchandising Assistance. We will visit the Franchised Service Center and periodically consult on merchandising and sales and operations.
6. Ongoing Training Meetings. The Company may conduct periodic seminars/meetings on topics determined by the Company (Section 9.9).

## **Site Selection**

You will propose, for our approval, a location of your Service Center within the "Market Area" described in the Franchise Agreement within 270 days after signing the Franchise Agreement. The location must conform to our site selection guidelines and requirements and is subject to our approval. You must provide all information about the proposed site that we request, including a complete site analysis report. We do not have to consider a proposed location until we receive all requested information. In approving or disapproving a site, we will consider factors including general location, neighborhood and the distance to other Auto Select Service Centers. We will have no liability to you or anyone else for disapproving a proposed location.

If you and we cannot agree on a location for your Shop within 270 days after signing the Franchise Agreement, either you or we may terminate the Franchise Agreement. Also, if you fail to lease or purchase your premises within 1 year from the Agreement Date, we may terminate your Franchise Agreement. If this happens, we will not refund, the initial Franchise Fee you have paid.

We estimate the time from the date you sign the Franchise Agreement to the date you open your Service Center to be between three (3) to nine (9) months. This time estimate, may, however, vary depending on numerous factors, including finding a location, construction schedules (if any), and your efforts. The Service Center must be open and operating within twelve (12) months after the date of the Franchise Agreement.

## **Advertising**

Under your Franchise Agreement, you must allocate at least three percent (3%) of your Gross Receipts to be used for local advertising (Section 7.1). In addition, you must advertise in the local yellow pages under the listing of "Automobile Repair Service," "Tire Dealer," or such similar listing.

## **Computer System and Software**

Franchisee at its expense will lease or purchase and install computer equipment and software that will interface with the Central Computer Control System established by the Company. Computer equipment and software must meet the standards and specifications established by the Company which may be changed from time to time. Franchisee will also sign a Software License Agreement with the Company for the use of a Point of Sale software program and will such computer software as may be designated by the Company. All such required computer equipment and software is designated on Exhibit A of the Franchise Agreement (Section 10.21). We may periodically require you to update/upgrade your hardware and software programs during the term of your Franchise Agreement. There is no contractual limitation on the frequency or cost of these obligations.

## **Credit Cards**

The Franchisee will have all credit, charge, courtesy, cash cards (debit cards) required or approved by the Company.

## **Financial Information, Reports, Inspections and Audits**

The Franchisee will maintain its books and records exactly in the manner designated by the Company, including adoption of a uniform accounting system. The Franchisee will enter into the Franchisee's computer, on a daily basis, all sales and Gross Receipts data for all sales activity at the Franchised Service Center.

The Franchisee will, at its expense, provide the Company with monthly and year to date business sheets and profits and loss statements, annual financial statements for the Franchisee's Auto Select auto service center which will consist of a balance sheet, profit and loss statement, statement of cash flows and explanatory footnotes, and an annual budget for the Franchisee's Auto Select auto service center.

The Franchisee will maintain an accurate computer record of daily Gross Receipts for the Franchisee's Auto Select Business and the Franchisee will remit a signed and verified statement of weekly Gross Receipts generated by, at, and as a result of, or from the Franchisee's Auto Select Business using such reports as the Company may prescribe in writing.

Within ninety (90) days after the Franchisee's fiscal year end, the Franchisee will provide the Company with signed copies of the Franchisee's annual federal and state income and sales tax returns, and copies of any other federal, state and local tax returns filed by the Franchisee.

## **ITEM 12**

### **TERRITORY AND LOCATION**

The Franchise Agreement grants you the right to operate a Service Center at a specific location (the "Premises"). You may not conduct the business of your Service Center or use the System at any other location, or relocate your Service Center without our prior written consent.

Your rights and our obligations described above do not apply to any Auto Select Service Center that is open or under development, or as to which the location has been approved, as of the date we notify you of our approval of the Premises.

## **ITEM 13**

### **MARKS, LOGOS AND PHRASES**

Based upon registrations and use we have the following principal marks, logos and phrases:

You're Good to Go!  
The Ultimate Service Centers  
Tire Select  
Auto Select Rewards  
Auto Referral Rewards  
Otto C. Lect (Car Guy character)  
Auto Select TV

Quality Dependable Repair, Service, and Tires Done by Auto Experts you can trust!  
My Garage

You must notify us immediately of any apparent infringement of or challenge to your use of the Marks, Logos or Phrases ("Marks") or any claim by another person of any rights in any such Marks. You may not communicate with any person, other than us, our counsel or your counsel, in connection with any such infringement, challenge or claim. We will have sole discretion to take the action we deem appropriate and will have the right to control exclusively any litigation arising out of any infringement, challenge or claim or otherwise relating to any Mark. You must sign any documents, render the assistance and do the things advisable in the opinion of our counsel to protect our interests in any litigation or otherwise to protect our interests in the Marks.

#### **ITEM 14**

##### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

There are no patents that are material to the franchise.

We consider certain information relating to the development and operation of Auto Select Service Center to be our trade secrets and proprietary information ("Confidential Information"). This Confidential Information includes but it not limited to: (1) technical information and expertise relating to Authorized Products and Services and the equipment used with them; (2) site selection criteria for Auto Select Service Centers; (3) sales, marketing and advertising programs and techniques for Auto Select Service Centers; (4) knowledge of operating results and financial performance of Auto Select Service Centers, other than your Service Center and other Auto Select Service Centers that you own; (5) comprehensive methods of operating Auto Select Service Centers, including price information and inventory mix; and (6) computer software programs.

We will disclose relevant parts of the Confidential Information solely to you for your use in operating your Service Center. During the term of you Franchise Agreement and after its expiration or termination (a) you may not use the Confidential Information in any other business or capacity (such use is an unfair method of competition); (b) you must exert your best efforts to maintain the confidentiality of the Confidential Information; (c) you may not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form; and (d) you must implement all reasonable procedures we prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including the use of nondisclosure agreements with your officers, directors, and managers and the delivery of those agreements to us. Your restrictions on disclosure and use of Confidential Information do not apply to information or techniques which are or become generally known in the automotive service industry (other than through your own disclosure), provided you obtain our prior written consent to disclosure or use.

You should promptly disclose to us all ideas, concepts, methods, techniques and products relating to the development, marketing and/or operation of an Auto Select Service Center that you conceive or develop, other than patentable inventions. If we adopt any of them as part of the System, they will be deemed exclusive property. You must sign whatever assignment and other

documents we require to evidence our ownership and to assist us in securing intellectual property or other rights in these ideas, concepts, methods, techniques or products.

## ITEM 15

### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

We may require you (or your Operating Partner as defined below) to actively participate in, and exert your best efforts to, the management of your Service Center and other Auto Select Service Centers you own. Your Service Center at all times must be managed by you (or your Operating Partner, as defined below) or a manager who has satisfactorily completed our training program. Your manager need not have an equity interest in the business.

If you are, or at any time during the term become, a business corporation, partnership, limited liability company or other legal entity, you must designate an "Operating Partner." Your Operating Partner must be an individual who (a) owns and controls not less than 10% of your equity; (b) has completed our training program to our satisfaction; and (c) has the power and authority to bind you in general day to day business dealings with us, unless you designate in writing another owner reasonably acceptable to us who has the power and authority to bind you.

You must staff the Service Center at all times with a sufficient number of competent and properly trained employees. You are responsible for hiring all employees of your Service Center and are exclusively responsible for the terms of their employment, including their compensation and training. You are solely responsible for all employment decisions for your Service Center, including those related to hiring, firing, remuneration, personnel policies, benefits, record keeping, supervision and discipline regardless of whether you received advice from us on these subjects.

You may not recruit or hire any person who is then (or was within the immediately preceding 30 days) employed by an Auto Select Service Center operated by us, our affiliates or another Auto Select Service Center franchisee, without obtaining that employer's consent. We agree not to recruit or hire any person who is then (or was within the immediately preceding 30 days) employed by you at your Service Center without obtaining your consent.

If you are a corporation, limited liability company, partnership or other legal entity, we may require that each of your owners sign a personal guaranty agreeing to be personally bound, jointly and severally, by your financial and other obligations under the Franchise Agreement. A copy of the Owner's Personal Guaranty is attached to the Franchise Agreement after the signatures pages. In addition, each of your officers, directors, managers and others who attend our training programs must sign nondisclosure agreements prohibiting their unauthorized use or disclosure of the Confidential Information.

## ITEM 16

### RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

The table below briefly summarizes certain important provisions of the Franchise Agreement and related agreements. You should read the complete provisions in the documents attached to this offering circular.

PROVISION	ARTICLE IN FRANCHISE AGREEMENT	SUMMARY
a. Term of the Franchise	Article 3	10 years
b. Termination by you	Article 19	Franchisor violates agreement
c. Termination by us without cause	None	N/A
d. Your obligations on termination	Article 11.5, Article 20 and related	Pay all amounts owed to us; discontinue use of marks, logos and phrases, confidential information and computer software; transfer and assign telephone number to us; if we do not assume your lease or sublease, de-identify your Service Center; sell us your inventory of parts and supplies; comply with post-term covenants and furnish us evidence of compliance with post-term obligations within 30 days. Also, upon the termination or expiration (without the grant of a successor franchise) of the Franchise Agreement, at our option, we may take a lease or an assignment of your Service Center's lease. However, you will not be required to lease or assign your lease if you notified us 18 months before the expiration of your agreement that you do not intend to take a successor franchise and you will not own or operate a competitive business after the expiration of the agreement.
e. Assignment of contract by us	Article 17.1	No restrictions on our right to assign.
f. "Transfer" by you—definition	Article 17.2 and 17.3	Includes voluntary or involuntary, direct or indirect, sale, assignment, transfer, pledge, or grant of security interest in, or other disposition of the Franchise Agreement or ownership interest in Franchisee, including: issuance or redemption of stock; merger, or consolidation; transfer as a result of divorce, insolvency, or dissolution proceeding or other operation of law; transfer on death; or foreclosure of your Service Center.

g. Our approval of your transfer	Article 17.3	We have the right to approve any transfer.
h. Conditions for our approval of transfer	Article 17.3	You must give notice, be in compliance with agreements, pay transfer fee; and execute a noncompete agreement and general release; transferee must meet financial requirements; your Service Center must be open and operating. If transferring to a corporation you own, the transfer agreement must be satisfactory to us.
i. Our right of first refusal to buy your business	Article 18	We can match any offer you want to accept for your business. Before you obtain an offer from a buyer, you may offer to us first. If you do, then we only have a right of first refusal if the terms are different than offered to us.
j. Your death or disability	Article 17.2	Franchisee must be assigned by estate to an approved buyer within 12 months.
k. Non-competition covenants during term of franchise	Article 16 and Noncompete Agreement	You may not: own or engage in a Competitive Business anywhere, or own any entity which grants franchises, licenses or other interests to operate a Competitive Business; divert business to a competitor; or act in a manner injurious or prejudicial to the goodwill of the Marks or System. A "Competitive Business" is defined as any enterprises that sells to the general public automotive repair services, tires and accessories and providing related repairs and maintenance services.
l. Non-competition covenants after franchise is terminated or expires	Article 16 and Noncompete Agreement	For one year from the date of termination or expiration you are prohibited from owning, rendering services or providing advice to (i) any Competitive Business operating at the Premises; (ii) any Competitive Business operating within a 5 mile radius of your Service Center or any Auto Select Service Center in operation on the effective date of termination or expiration; or (iii) any entity which grants franchises, licenses or other interests to operate a Competitive Business. Under certain circumstances and provided you give us sufficient notice, upon the expiration or transfer of your license, you will have a right to



		operate a competitive business as and independent.
m. Modification of the Agreement	Article 21	Generally, no modifications, except by written agreement signed by both parties. The Company Manual and System are subject to change by us.
n. Dispute resolution by arbitration or mediation	Section 19.3	Except for injunctive relief and certain types of multi-plaintiff and class actions (which you or we may bring in court under certain conditions) all controversies, disputes or claims on the demand of either party will be resolved by binding arbitration.
o. Consent to Jurisdiction	Article 22.2	The exclusive jurisdiction for matters is Marathon County, Wisconsin.
w. Choice of law	Article 22.1	Wisconsin law applies generally, except for applicable franchise laws of other states.

These states have statutes that may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of you Franchise Agreement.

Arkansas (Ark. Stat. §70-807)  
California (Bus. & Prof. Code §§ 20000-20043)  
Connecticut (Conn. Gen. Stat. Ann §§ 42-133 e-g)  
Delaware (Del. Code Ann. tit. 6 § 2551-6 (Supp. 1974))  
Hawaii (Haw. Rev. Stat. § 482E-1 (Supp. 1992))  
Illinois (8115 ILCS 705/19 and 705/20 (1992))  
Indiana (Ind. Code Ann. § 23-2-2.7 (1993))  
Iowa (Iowa Code, tit. XX §§ 523 H.1-523 H.17 (1992))  
Michigan (Mich. Stat. Ann. § 19.854 (27) (1975))  
Minnesota (Minn. Stat. Ann. § 80 C.14 (Supp. 1976-76))  
Mississippi (Miss. Code Ann. §75-24-51 (Supp. 1993))  
Missouri (Mo. Rev. Stat. § 407.400 (Supp. 1976))  
Nebraska (Neb. Rev. Stat. § 87-4014 (Supp. 1976))  
New Jersey (N.J. Stat. Ann. § 56:10-1 (West 1989 and Supp. 1994))  
Rhode Island (R.I. Gen. Laws §19-28.1-14 (1973, amended 1993))  
South Dakota (Codified Laws Section 37-5A-51)  
Virginia (Va. Code §§ 13.1-557-574 (1978))  
Washington (Wash. Code Ann. § 19.100.180 (1992))  
Wisconsin (Wis. Stat. Ann. § 135.03 (West 1989 and Supp. 1994))

In addition to the above statutes, these and other states may have court decisions which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise.

ITEM 17

PUBLIC FIGURES

We do not use any public figures to promote our franchises.

ITEM 18

EARNINGS CLAIMS

Auto Select Service Center franchises earnings history attached.

ITEM 19

LIST OF AUTO SELECT SERVICE CENTERS

The Company owns Auto Select Service Centers as described on Exhibit H.

## EXHIBITS TO FRANCHISE OFFERING CIRCULAR

Exhibit A	State Regulatory Authority and Wisconsin Specific Franchise Law
Exhibit B	Franchisor's Agent for Service
Exhibit C	Franchise Application and Disclosure of Ownership Interests
Exhibit D	Franchise Agreement
Exhibit G	Company Manual of Table of Contents
Exhibit H	List of Auto Select Service Centers

## EXHIBIT A

State—Regulatory Authority  
Wisconsin  
Office of Commissioner of Securities  
111 West Wilson St.  
P.O. Box 1768  
Madison, WI 53701-1768

### Wisconsin Specific Franchise Law

With respect to franchise agreements governed by Wisconsin law, the following shall supersede any inconsistent provision:

The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, nonrenewal or substantial change in the competitive circumstances of a dealership agreement without good cause. The Law further provides that 90 days' prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions in the Franchise Agreement that are inconsistent with that Law. Wis. Stats. Ch. 135, The Wisconsin Fair Dealership Law, SEC 32.06(3), Wis. Adm. Code.

EXHIBIT B

Franchisor's Agent for Service of Process

Michael J. Molitor, Sr.

8355 Awassa Lane

P.O. Box 627

St. Germain, WI 54558

EXHIBIT C  
AUTO SELECT FRANCHISE APPLICATION  
AND DISCLOSURE OF OWNERSHIP INTERESTS

The undersigned ("Applicant") does here by apply for a franchise for the operation of an Auto Select Service Center to be located in the following general area: \_\_\_\_\_, Wisconsin (the "Market Area").

Applicant acknowledges and agrees that Auto Select, Inc. ("Auto Select") has granted no rights whatsoever to the Applicant with respect to the Market Area and that Auto Select now or in the future may open and operate, and grant to others the right to own and operate, Auto Select Service Center within the Market Area, subject to any contrary provisions contained in any now existing or future franchise agreements entered into with Applicant.

Concurrently herewith, Applicant shall pay Auto Select, Inc. an application fee of \$2,500.

Applicant represents and warrants that the information contained in the attached Franchise Application Form is true and correct and fairly reflects Applicant's financial position as of the date hereof.

Applicant may withdraw this application at any time upon written notice to Auto Select, Inc. Applicant understands that Auto Select, Inc. has the right to deny this application for any reason whatsoever, including without limitation:

1. Auto Select, Inc. determines for whatever reason that the awarding of an Auto Select Service Center franchise would not be in the best interest of the Applicant or Auto Select, Inc.
2. Auto Select, Inc. determines for whatever reason that the awarding of an Auto Select Service Center franchise would not be in the best interest of the Applicant or Auto Select, Inc.

Applicant agrees Auto Select, Inc. will have no liability for any denial of the application.

If and when Auto Select approves the Applicant, Auto Select will offer Applicant a franchise to operate an Auto Select Service Center by delivering its then current form of Standard Franchise Agreement, together with all standard ancillary documents (including exhibits, riders, guarantees and other related documents) that it then customarily uses in granting franchises for the operation of Auto Select Service Centers in the state in which the Market Area is located. The franchise agreement and ancillary documents must be duly executed and return not earlier than 5 business days and not later than 30 business day after they are delivered, with payment of the initial fee. If Auto Select does not receive, on a timely basis, the fully executed franchise agreement and ancillary documents and payment of the required initial fee, Auto Select, Inc. may revoke its offer to grant a franchise to operate an Auto Select Service Center.

The application does not confer any rights relating to Auto Select, Inc.'s marks or logos or phrases. Any proprietary or confidential information provided by Auto Select, Inc. to the Applicant is solely for the purpose of Applicant's evaluating an Auto Select Service Center

franchise. Applicant acknowledges that any rights to use such proprietary or confidential information may be derived only pursuant to an executed Franchise Agreement, and that unauthorized disclosure, transfer or use, either direct or indirect, of such information by the Applicant would constitute an infringement of Auto Select, Inc.'s rights thereto and result in irreparable injury to Auto Select, Inc. for which there is no adequate remedy at law.

Applicant represents and warrants that its responses to the following questions are true as of the date of this Application:

1. Have you received a complete copy of Auto Select, Inc.'s Uniform Franchise Offering Circular at least 10 business days before the earlier of the date on which you signed this franchise application or paid the deposit required hereunder?

Yes                       No

2. Has any representative of Auto Select, Inc. made any promises, agreements, contracts, commitments, representations, "side deals," or granted you an options or rights of first refusal with respect to any matter other than as set forth in Auto Select, Inc.'s Uniform Franchise Offering Circular and exhibits (including the Franchise Agreement) attached thereto?

Yes                       No

If you answered "Yes," please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Has any representative of Auto Select, Inc. made any oral, written or visual statement, claim or representation, which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise with respect to an Auto Select Service Center franchise which varies in any way from information contained in Auto Select, Inc.'s Uniform Franchise Offering Circular?

Yes                       No

If you answered "Yes," please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Has any representative of Auto Select, Inc. made any oral, written or visual statement, claim or representation which contradicted, expanded upon or was inconsistent with the information contained in Auto Select, Inc.'s Uniform Franchise Offering Circular?

\_\_\_\_\_ Yes        X   No

If you answered "Yes," please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Application was signed effective \_\_\_\_\_.

By: \_\_\_\_\_

By: \_\_\_\_\_



EXHIBIT C  
DISCLOSURE OF OWNERSHIP INTERESTS

1. Form of Entity. The entity is (check one)

- Corporation (incorporated in \_\_\_\_\_ (state) on \_\_\_\_\_)
- Limited liability company (LLC)
- Partnership
- Other: \_\_\_\_\_

2. Owners. Each of its Owners represents and warrants that the following is a complete and accurate list of all Owners of Franchisee, including the full name, mailing address and social security number of each Owner, and fully describes the nature and extent of each Owner's interest in Franchisee. Franchisee, and each Owner as to his ownership interest, represents and warrants that each Owner is the sole and exclusive legal and beneficial owner of his ownership interest in Franchisee, free and clear of all liens, restrictions, agreements and encumbrances of any kind or nature, other than those required or permitted by this Agreement.

<u>Owners Name and Address</u>	<u>Social Security Number</u>	<u>Ownership Interest %</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Name each Director, Officer, Manager and Position

<u>Name</u>	<u>Position</u>
_____	_____
_____	_____

Franchisee  
Entity Name:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT D

See Franchise Agreement

EXHIBIT G

COMPANY MANUAL TABLE OF CONTENTS

"Policy and Procedures" (Company Manual)  
"Employee Handbook"

## POLICY and PROCEDURES

<b>SECTION 1: PROCEDURES</b>	<b>Section</b>	<b>Page</b>	<b>Effective Date</b>
BUILDING, FIXTURES, UTILITIES AND EQUIPMENT	1 -	1	2/1/2001
CHECK ACCEPTANCE POLICY	1 -	2	11/27/2001
CUSTOMER SERVICE and COMPLAINTS	1 -	3	11/1/2000
CUSTOMER ACCIDENTS	1 -	4	4/28/2001
DAYS and HOURS OF OPERATION	1 -	5	5/1/2001
DISCOUNTS: EMPLOYEE, FLEET, SENIOR CITIZENS	1 -	6	2/10/2005
EMPLOYEE PARKING AREAS	1 -	7	12/16/2001
HOUSEKEEPING	1 -	8	6/24/2001
CUSTOMER BEHAVIOR	1 -	9	4/22/2001
DEFECTIVE PARTS EXCHANGE and LABOR CLAIM PROCEDURES	1 -	10	3/1/2001
LOCKOUT/TAGOUT PROCEDURES	1 -	11	10/28/2001
MECHANICS LEIN RIGHTS	1 -	12	3/5/2001
MOBILE AIR CONDITIONING LAWS & GUIDELINES	1 -	13	2/6/2001
MOUNTING POLICY ON TIRE SALES	1 -	14	2/20/2001
SERVICE and DISPATCH COUNTERS	1 -	15	12/16/2000
REMOVAL OF COMPANY & PERSONAL PROPERTY	1 -	16	4/22/2001
QUICK LUBE COUPON BOOKS	1 -	17	2/1/2001
PARTS RETURNS - NEW, DEFECT, CORES	1 -	18	4/22/2002
REPAIR ORDERS: FILLING OUT	1 -	19	12/26/2000
SCHEDULING: CUSTOMERS	1 -	20	11/20/2003
SMOKING, EATING AND DRINKING ON DUTY	1 -	21	5/10/2001
SOLICITATION OF CUSTOMERS and EMPLOYEES	1 -	22	4/22/2001
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<b>SECTION 2: ACCOUNTING and COMPUTER</b>	<b>Section</b>	<b>Page</b>	<b>Effective Date</b>
DAY END REPORTS and PROCEDURES	2 -	1	9/14/2004
CHARGE ACCOUNTS	2 -	2	11/28/2000
WEEKEND REPORTS	2 -	3	9/14/2004
PARTS, SUPPLIES, and EQUIPMENT PURCHASE PACKING SLIPS	2 -	4	2/3/2001
INVENTORY CONTROL	2 -	5	1/30/2006
CRM - CUSTOMER RETENTION WEEKLY REPORTS	2 -	6	8/25/2006

<b>SECTION 3: PERSONNEL</b>	<b>Section</b>	<b>Page</b>	<b>Effective Date</b>
ABSENCES AND TARDINESS	3 -	1	2/10/2001
EMPLOYEE ACCIDENTS and INJURIES	3 -	2	2/1/2000
ALCOHOL and DRUG USE	3 -	3	2/10/2002
EMPLOYEE DISCIPLINE PROCEDURES	3 -	4	2/10/2002
TERMINATION of EMPLOYEMENT	3 -	5	1/3/2002
EMPLOYEE DRESS CODES AND UNIFORMS	3 -	6	2/1/2000
EMPLOYEE EVALUATIONS	3 -	7	1/30/2001
EMPLOYEE INCENTIVE PROGRAMS	3 -	8	7/13/2006
EMPLOYEE MISCONDUCT AND ARREST	3 -	9	0202/2005
EMPLOYEE RECORDS AND STATUS CHANGES	3 -	10	5/1/2001
EMPLOYEE USE OF SERVICE CENTER	3 -	11	10/1/2001
EQUAL EMPLOYMENT OPPORTUNITY/FREEDOM FROM HARASSMENT	3 -	12	11/10/2000
INTERNET and E-MAIL USE ON COMPANY TIME and COMPUTERS	3 -	13	2/1/2005
VACATION, HOLIDAY, and PERSONAL DAYS	3 -	14	2/1/2005
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PERSONAL TELEPHONE CALLS and CELLULAR TELEPHONE USE	3 -	25	12/10/2003
INTERVIEW PROCESS	3 -	26	5/30/2005
PERSONAL CAR USE FOR COMPANY BUSINESS	3 -	27	11/30/2000
EMPLOYEE TRAINING	3 -	28	4/6/2001
WORKPLACE POSTERS	3 -	29	12/11/2000
POOR WORKMANSHIP	3 -	30	1/19/2001
ACHEIVMENT REWARDS PROGRAM	3 -	31	7/24/2007

## EQUAL EMPLOYMENT OPPORTUNITY / FREEDOM FROM HARASSMENT

Auto Select is an equal opportunity employer. We provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, and disability in accordance with applicable federal laws.

In addition, Auto Select complies with all applicable state and local laws governing nondiscrimination in employment in every location in which Auto Select has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leave of absence, compensation, and training. Auto Select is committed to providing a work environment that is free of discrimination and harassment. In keeping with this commitment, we do not tolerate harassment of our employees by anyone, including a manager, coworker, vendor, or customer. Harassment consists of unwelcome conduct (verbal or physical), actions, words, jokes, or comments based on an individual's status, such as sex, color, race, ethnicity, age, religion, disability, marital status, or any other legally protected characteristic. We do not tolerate harassment that affects job benefits, that interferes unreasonably with an employee's work performance, or creates an intimidating, hostile, or offensive work environment.

With respect to sexual harassment, Auto Select prohibits the following:

1. Unwelcome sexual advances, requests for sexual favors and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
  - a. Submission of such conduct is made either explicitly or implicitly as a term or condition of employment.
  - b. Submission to or rejection of such conduct is used as a basis for decisions, affecting an individual's employment.
  - c. Such conduct has the purpose or effect of creating an intimidating, hostile or offensive work environment.
2. Offensive comments, jokes, innuendoes or other sexually oriented statements.
3. Unwelcome verbal or physical conduct of a sexual nature directed by a person to another person of the same or opposite gender, including, but not limited to, the deliberate,

repeated making of unsolicited gestures or comments of a sexual nature; the deliberate, repeated display of offensive sexually graphic materials which are not necessary for business purposes, or deliberate verbal or physical conduct of a sexual nature, whether or not repeated, that is sufficiently severe to interfere substantially with an employee's work performance, or create an intimidating, hostile or offensive work environment.

## JOB DESCRIPTIONS

### MANAGER

Manager has complete responsibility over all aspects of the operation. These responsibilities include:

1. Ensure the shop is open for business during the designated hours and properly secured when not.
2. Ensure the shop is properly staffed by qualified personnel.
3. Ensure all customers are given quality service and courteous attention at all times.
4. Use good judgment and extreme courtesy when handling customer complains or problems brought to his attention.
5. Strive to achieve and exceed sales performance goals set for the shop.
6. Encourage employee training program attendance.
7. Ensure all areas of the shop remain clean and maintained to the high standards set by company standards.
8. Ensure that all Auto Select policies and procedures are followed by all employees.
9. Secure company assets, equipment and inventory within the shop.
10. Showing initiative, leadership, and positive attitude in all aspects of shop operation, including attendance, effort expended customer service and professionalism.
11. Accept additional duties, workloads, etc., as necessary to maintain operation of the shop during peak periods, vacations, and emergencies or other unplanned circumstances.
12. Maintain good employee relations by practicing fair employee treatment and proper employee management techniques.
13. Develop each employee's skill, attitude, and understanding through professional use of performance evaluations, reviews, and individual counseling.

14. Show good organizational skills to ensure proper operation of all areas of shop operations.
15. Maintain necessary amount of scheduled employee/hours through the proper use of the payroll management.
16. Develop and post an accurate work schedule for store employees in a timely manner.
17. Use common sense, good judgment and management skills in resolving problems or disputes that arise at the shop.
18. Maintain shop profits by striving to reduce unnecessary expenses by using efficient cost controls.
19. Project the goals and concerns of Auto Select.
20. Offer full cooperation to company management at all times.
21. Alert management of potential problems that could adversely affect his shop's performance.
22. Offer suggestions to management on changes that would have a positive effort on shop performance.

Along with the above responsibilities, the manager also has a wide range of authority.

#### TECHNICIANS

1. When representing Auto Select, technicians must portray a professional and courteous image, both on and off the job.
2. Properly use all specialty equipment.
3. Consistently perform tasks within flat rate allotted time for specific jobs
4. Perform quality service and repairs to eliminate comebacks due to poor workmanship.
5. Inform the Manager of ALL parts installed and services performed on each vehicle.
6. Seek additional training when ever possible to enhance job skills.
7. Own and maintain an adequate supply of personal tools and equipment.
8. Follows proper procedures when using company owned tools and equipment.
9. Help maintain company owned tools and equipment to extend the life expectancy.
10. Cleans and maintains his work area by following daily and weekly housekeeping policies.
11. Perform all jobs and duties given by the manager.
12. Alert management of security problems.

13. Understand and practice our customer service guidelines to insure that each customer leaves with a positive image of our service center.
14. Follow Auto Select policies and procedures as outlined in the employee policy manual.
15. Follow through in all aspects of his job with minimal management supervision.
16. Cooperative and work well with others.

#### SERVICE ADVISOR

1. Adhere to Company policies and prices.
2. Prepares estimates and repair orders including complete customer and contact information.
3. Ask questions and record symptoms or related information on repair orders.
4. Explain to customers the inspection being performed to determine the problem and cost to repair.
5. Know and use Canned Jobs properly.
6. Bill all parts used, at the proper gross profit margins, to complete a job.
7. Properly bill labor used to complete a job.
8. Prepare sub-estimates and document revision authorization for addition work.
9. Document all specifications and notes on repair orders.
10. Put away stock orders and tires.
11. Complete daily tasks assigned by manager.
12. Maintain and clean office equipment and computers.
13. Keep the Office and Counter area, Waiting Room, Bathrooms clean and neat.
14. Prepare and fax day-end reports.
15. Return all parts not sold or used on repair orders. Insure proper credit is received.
16. Offer suggestions to management on changes that would have a positive effort on shop performance
17. Sell repairs as directed by the manager.
18. Promptly greet customers entering our shop.
19. Promptly answer telephone with proper greeting.
20. Review and explain customer final invoices.
21. Collect payments from customers for completed repairs.
22. Perform all jobs and duties given by the manager.
23. Cooperative and work well with others.

## EMPLOYEE CLASSIFICATIONS

The following definitions have been established in order to standardize terminology and provide common understanding in our references to employees:

### 1. FULL-TIME EMPLOYEE

Normally scheduled and works a minimum of forty (40) hours per week and maintains continuous regular employment year-round. Full-time employees are eligible for all company benefits.

### 2. PART-TIME EMPLOYEES

- a. Normally scheduled and works less than forty (40) hours per week and maintain continuous regular employment year-round.
- b. Part-time employees who work at least 1000 HOURS during the anniversary 12-month period, are not eligible for company benefits.

### 3. TEMPORARY EMPLOYEES

Employee who services are intended to be of limited duration (i.e., filling in for illness, vacations, summer months, etc.). Temporary employees are not eligible for company benefits.

## EMPLOYEE DRESS CODE AND UNIFORMS

The purpose of this dress code is to project a professional image to our customers. In order to project this professional image, all employees of Auto Select are expected to report to work:

1. In the proper attire, outlined below.
2. With uniforms neat, clean, and presentable.
  - a. Replace worn out uniforms as needed.
4. With their hair, beard, and mustache appropriately cut, clean, and well groomed.

### DISCIPLINE ACTION FOR NOT WEARING AN APPROVED UNIFORM

Any employee who reports for work WITHOUT the proper uniform will be subject to a one-(1) day suspension, without pay.

### MANAGER and SERVICE ADVISOR UNIFORMS

1. Auto Select logo blue dress shirt. Shirt must be tucked in to pants.

*If a T-shirt or Mock Turtle Neck is worn under the shirt, it must be blue, black, or white. clean and without designs, or logos on it.*

2. Black pants with a black belt.
3. Black work shoes.
4. Winter option: approved wind jacket with Auto Select logo, worn over the blue dress shirt or Auto Select logo Blue Vest.
5. Safety glasses must be worn at all times while in the service center.

Employee cost: N/C. Auto Select winter jackets and vests with logo are available from Cintas Rental. Ask for current weekly cost.

### TECHNICIAN UNIFORMS

1. Current approved shirt with technician's name and Auto Select logo, tucked in to pants.

*If a T-shirt or Mock Turtle Neck is worn under the shirt, it must be blue, black, or white clean and without designs, or logos on it.*
2. Black pants with a black belt.
3. Steel toe safety shoes or boots are required.
4. ASE CERTIFIED patches, where applicable.
5. Safety glasses must be worn at all times while in the service center.
6. If a hat is worn, an approved Auto Select logo hat is required.

Employee cost: N/C. Auto Select winter jackets and vests with logo are available from Cintas Rental. Ask for current weekly cost.

### EARRINGS

To prevent any risk of harm, ALL PERSONNEL, must remove all earrings BEFORE starting their shift.

### PAYROLL

#### NORMAL WORKWEEK

The normal workweek for full-time employees at all locations consists of forty (40) hours per week. The workweek begins on Monday of each week through Saturday. The hours of your particular shift will be posted. Please review this schedule on an on-going basis for details of your workweek.

#### PAY PERIOD

All employees are paid by check on a weekly basis.

## PAYDAY

All employees are paid every Thursday for the pay period ending Saturday of the previous week. Except in emergency cases, with the employee's request, paychecks will not be given to anyone other than the actual employee.

In order to maintain neat and accurate time cards, the following requirements and guidelines apply:

1. All Managers, Service Advisors, and Technicians personnel must punch in when arriving and out when leaving work. This includes the lunch periods.
2. Employees are not allowed to punch time for other employees.
3. Falsification of time records or improper recording of time is grounds for immediate termination.
4. Times are totaled at the end of a pay period, and rounded to the nearest quarter hour.

## OVERTIME, HOURLY EMPLOYEES

Hourly employees are paid at the rate of one and one-half times their current hourly rate of pay for all time actually worked more than forty (40) hours in one (1) workweek.

## NONEXEMPT SALARY EMPLOYEES

A nonexempt salaried employee is one who is paid a weekly salary and is eligible for overtime pay. Any hours actually worked more than forty (40) hours in one (1) week are subject to overtime pay as determined by the current coefficient calculation table published by the government.

Currently there are no nonexempt salaried positions with Auto Select.

## EXEMPT SALARY EMPLOYEES

An exempt salaried employee is one who is paid a weekly salary with any hours worked in excess of forty (40) hours in one (1) week not subject to overtime pay.

Managers of Auto Select are considered exempt salaried.

## PAYROLL DEDUCTIONS

As required by law, Auto Select makes deductions from each paycheck for federal income tax, state income tax and social security tax. The amount of tax deducted from each check is determined by the number of dependents you claim on the W4 Form completed at the start

of employment. When there is a change in the number of dependents, be sure to send a revised W4 Form to the office.

Other types of deductions are:

1. Repayment of cash advances
2. Employee charge accounts
3. Simple Retirement Accounts
4. Garnishments
5. Uniform Jackets
6. Insurance

## RETIREMENT: SIMPLE IRA

Auto Select recognizes the efforts its employees make to its success and rewards them by making available a Savings Incentive Match Plan for Employees (SIMPLE IRA).

Created specifically for businesses with 100 or fewer employees, a Simple IRA is an easy and affordable program that allows employees the opportunity to save for retirement through pre-tax payroll deductions.

You can voluntarily elect to defer tax and contribute up to \$11,500 or 100 percent of compensation annually, whichever is less. Auto Select will match your contributions...up to three percent (3%) of your annual compensation.

The following information is communicated every January to all employees or available for review from the office.

1. Plan Overview
2. Prototype SIMPLE Retirement Plan Adoption Agreement
3. Plan Summary Description
4. SIMPLE Plan Deferral Form

## EMPLOYEE RECORDS AND STATUS CHANGES

It is important that you inform us of a change in address or telephone number as often as it occurs. If your marital status changes or if a birth or death changes your family status or beneficiary, notify the office at once, so that we will have the correct information necessary for calculating insurance, social security, income tax, and other matters required by law.



## EMPLOYEE EVALUATIONS

To evaluate how a job has been performed, to discuss this performance with the individual concerned, and where possible, to determine how job performance can be improved. Evaluations can also be helpful in determining the short or long-term potential of the employee.

### WHEN REQUIRED

1. Evaluations should be done annually, on or near the employee's anniversary date.
2. A new employee is to be reviewed sixty (60) days after hiring.
3. Any time that an employee performs in an exceptional manner or when performance falls below standards.

NOTE: It should be understood that the occasion of a performance review DOES NOT automatically, signify a pay increase.

## EMPLOYEE INCENTIVE PROGRAMS

Auto Select provides a weekly incentive program based on performance. Refer to Employee Policy Manual Page 3-8 for the current program.

## VACATION, HOLIDAY, and PERSONAL DAYS

### VACATION PAY

It is important that each employee who has completed one (1) year of service take a paid vacation away from the job for the purpose of a change of pace and activity.

### VACATION ELIGIBILITY

All full-time and part-time employees, with 1000 hours of service during the previous anniversary year, who have completed one (1) year of service.

### LENGTH OF VACATION

The schedule of vacation eligibility after the completion of a full year of service is as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
First Anniversary	1 week
After 2 Years	2 weeks

### UNUSED VACATION

Unused vacation may not be carried into the following employment anniversary year.

## VACATION PAY

Full-time employees are paid for forty (40) hours per vacation week earned.

Part-time employees who have worked at least 1000 hours a year are paid for twenty (20) hours per vacation week earned. Vacation pay is not used to calculate overtime hours. An employee must physically work over 40 hours to receive overtime.

## TERMINATION VACATION PAY

Employees who are terminated for disciplinary reasons and employees who voluntarily terminate their employment with less than two (2) weeks notice forfeit any vacation pay earned as of their last anniversary date but not taken as of their last day of employment. All other employees who leave the employment of Auto Select are paid any vacation pay earned as of their last anniversary date but not taken as of their last day of employment on their last paycheck. Employees do not receive any prorated vacation pay at time of termination for the time worked since their last anniversary date. Vacation days are not earned until completion of each full year of service determined by your anniversary date.

## HOLIDAYS DURING VACATION

If a company paid holiday falls within an eligible employee's approved vacation, the employee is entitled to an additional day off at the beginning or end of the vacation period with management's approval.

## HOLIDAY PAY

Auto Select recognizes certain designated days throughout the year as paid holidays. The paid holidays observed are:

New Year's Day	Memorial Day
Labor Day	Independence Day
Thanksgiving Day	Christmas Day

## HOLIDAY PAY ELIGIBILITY

Guidelines for employee eligibility for holiday pay are as follows:

1. Full-time employees who have completed Six (6) months of service.
2. Part-time employees who have completed One (1) year of service and who have worked at least one thousand (1,000) hours the last year.



subject to discipline, up to and including termination. All employees are expected to be at their work location ready to start work at the beginning of their shift.

#### WHEN YOU ARE ABSENT OR TARDY

If it is necessary for you to be absent or tardy for any reason, you must, whenever possible, notify your Manager *ONE HOUR PRIOR TO YOUR STARTING TIME* as to the reason for and the anticipated duration of your absence or tardiness.

In the case of the opening shift, try to notify your manager the evening before, if possible. In case of extended illness, arrangements should be made to have your condition reported to the company so we know how you are progressing and when you expect to return to work.

Any employee absent without calling to notify their Manager of the absence will be considered a "no-call-no show". Employees who are twice absent as a "no call-no show" will be considered to have abandoned their job and employment will be terminated.

#### EMPLOYEE ACCIDENTS and INJURY

Employee is responsible to report every work connected injury, no matter how slight, to the Manager.

Failure to complete the proper forms may cause the employee to lose insurance coverage to which he/she might otherwise be entitled.

Include:

- Who and what were involved.
- Exactly where and when did it happen?
- Who saw it occur?
- Was the employee using required safety equipment, glasses, gloves, etc?
- Was the employee performing his assigned work task?

#### ALCOHOL and DRUG USE

The problem of drug and alcohol use and abuse is becoming pervasive throughout society and must be addressed by all responsible people. Auto Select recognizes that the use and/or abuse of drugs and alcohol presents a serious threat to

safety and health and can have a negative effect on an individual's health, work, and personal life.

The purpose of this policy is to establish guidelines for ensuring a safe, drug, and alcohol-free working environment for all employees.

All employees are prohibited from engaging in the following conduct while on Auto Select premises or when taking part in any work-related activity:

1. Using or possessing alcohol.
2. Using or possessing controlled substances without doctor's authorization.
3. Have a measurable breath alcohol level.

It is also considered prohibited conduct for employees to refuse to submit to any test required under this policy. A "refusal to be tested" includes:

1. Fail to provide adequate breath or urine without a valid medical explanation; or
2. Conduct that clearly obstructs the testing procedures.

Any employee who engages in prohibited conduct shall be subject to discipline action up to and including immediate termination.

#### EMPLOYEE DISCIPLINE

When an employee is not fulfilling the responsibilities of the position to which he/she is assigned, all reasonable steps should be taken to assure future compliance with company policies and procedures. Further, should the employee not comply, it is necessary to fully document, on a **CORRECTIVE ACTION REPORT**, their performance.

The philosophy of Auto Select is that discipline will be an instrument for learning. Whenever possible, discipline will be a tool for training and improved performance. However, employees failing to improve, comply with policies and procedures, or otherwise perform the essential functions of their job, will be subject to progressive levels of discipline, up to, and including, termination.

These steps are suggested in the discipline procedure. However, dependent upon the severity of the situation any and/or all of these suggested steps may be eliminated.

1. VERBAL WARNING
2. WRITTEN WARNING
3. SUSPENSION WITHOUT PAY
4. TERMINATION

#### TERMINATION OF EMPLOYMENT

It is Auto Select objective to make the separation as trouble free as possible for both the employee and the company.

#### VOLUNTARY vs. INVOLUNTARY TERMINATION

Voluntary termination includes written or verbal resignation, extended absences without proper permission, retirement, and failure to return after a leave of absence.

Involuntary termination includes permanent layoffs, discharge for cause, death, and disability.

#### TERMINATION NOTICE

If an employee decides to terminate his/her employment, we request two (2) WEEKS advance notice. Any unused sick days or vacation days due employee will be FORFEITED if proper notice is not given and worked through to the final anticipated day of employment.

#### UNUSED SICK AND VACATION DAYS

Any unused sick or vacation days will be paid the departing employee on their last paycheck, unless the required two-week notice is not given and worked through to completion.

When an employee is discharged for gross misconduct, they automatically forfeit their right to reimbursement for any earned sick or vacation days.

#### FINAL PAYCHECK

The terminating employee will receive his/her final paycheck on the next scheduled payday following the receipt of the termination report. All uniforms must be returned and accounted for before the final paycheck is released.

#### EMPLOYEE MISCONDUCT AND ARREST

Auto Select subscribes to the moral and legal philosophy that each and every customer or vender doing business with Auto Select should be free to conduct that business without the fear

of harassment in any form from any employee of Auto Select.

Auto Select will not tolerate the harassment of its employees by managers, coworkers, vendors or customers, likewise Auto Select will not tolerate the harassment of the public that enters our stores and offices by its employees.

Any employee who violates Auto Select policy or any local, state, or federal law may be subject to formal review, suspension, dismissal, or criminal arrest.

#### EMPLOYEE USE OF SERVICE CENTER

Employee use of the service center is allowed under the following strict guidelines:

1. The MANAGER must give prior approval.
2. You can only work on personal or immediate family members vehicles.  
Immediate family includes: Spouse, children and parents.
3. No person, not employed by Auto Select, is allowed in the service center to help with the repair. This includes family, friends, etc.
4. A Repair Order must be started listing the service being performed and parts being used.
5. Parts must be purchased with the Employee Discounts applied. The employees are not allowed to get their own part(s).
6. No major repairs are to be performed.  
E.g. Engine replacement, transmission replacement etc.
7. Disabled vehicles cannot be left overnight in the service center and no more than 48 hours in the parking lot.
8. The technician must be qualified to use any specialty equipment such as the Alignment center, Scanner, Welders etc.
9. Limit 1 employee car in the center at a time and only when there is no customer work scheduled.
10. Upon completion of work, the Repair Order is finalized and paid for in the same manner as a customer.
11. Under NO CIRCUMSTANCES will a technician perform personal work while on the company payroll.

#### INTERNET and E-MAIL USE ON COMPANY TIME and COMPUTERS

All electronic and telephonic communication systems and all communication and information transmitted by, received from, or stored in the system are the property of Auto Select and as such are to be used solely for job-related purposes only. The use of any software and/or business equipment, including, but not limited to, fax machines, copy machines, and computers for private purposes is strictly prohibited.

Employees using this equipment for personal purposes do so at their own risk. Further, employees are not permitted to use a code, to access a file or retrieve any stored information unless authorized to do so or unless they have received prior clearance from the office. All pass codes are the property of Auto Select. No employee may use a pass code that has not been issued to that employee or that is unknown to Auto Select. Employees who violate this policy are subject to disciplinary action, up to and including discharge.

To ensure that the use of electronic and telephonic communication systems and business equipment is consistent with Auto Select legitimate business interests, authorized representatives of Auto Select may monitor the use of such equipment from time to time.

The electronic mail and other information systems of Auto Select are not to be used in a way that may be disruptive, offensive to others, or harmful to morale.

There is to be no display or transmission of sexually explicit images, messages, or cartoons, or any transmission or use of e-mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs. Violation of this policy will result in appropriate disciplinary action, up to and including discharge.

In general, employees should use the information systems for Auto Select business only. The e-mail system should not be used to solicit or persuade others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.

For privacy reasons, employees should not attempt to gain access to another employee's personal file or an e-mail message without the latter's express permission. However, Auto Select management reserves the rights to enter an employee's e-mail files whenever there is a business need to do so.

#### JURY/WITNESS DUTY

Service on a jury when called is a civic duty, and as such is fully recognized and supported by Auto Select. This policy governs the eligibility for paid time off while serving on jury duty.

#### ELIGIBILITY

Only full-time employees who have completed six (6) months of service are eligible for paid time off.

#### NOTIFICATION

It is your responsibility to notify your Manager as soon as formal notice regarding jury duty is received. Failure to notify your Manager immediately will result in your not being eligible for paid time off.

#### REIMBURSEMENT

While serving, an eligible full-time employee's salary is paid, not to exceed two (2) weeks during each calendar year. To receive their salary, employees must assign their jury duty pay to Auto Select, less travel pay. Because Auto Select is continuing partial salary, it is expected that the employee will report to work when off for the day or excused early. To receive this supplemental wage compensation, a receipt from the court must be submitted to the corporate office.

#### PERSONAL COURT APPEARANCE

Time in court for personal business is the employee's responsibility.

#### LEAVE OF ABSENCE – DISABILITY and MILITARY

To provide a fair and orderly system of arranging a leave of absence due to non-occupational illness, disability, or injury the following guidelines have been established:

#### ELIGIBILITY

Disability leaves of absence are granted with the approval of both the manager and office. Only full-time employees (who have completed six (6) months of service) may be granted a disability leave of absence provided he/she intends to return to work when able to perform their duties.

#### PROCEDURE

The employee must furnish a physician's statement affirming his inability to work and estimation on when he may be able to return to work.

#### COMPENSATION

Disability leaves of absence are granted without pay. Accumulated personal days may be used.

#### LENGTH OF LEAVE

The length of a disability leave may be as long as the employee continues to be unable to work because of health reasons up to a maximum of twelve (12) weeks. Extensions may be granted as determined reasonable and consistent with Auto Selects responsibility under applicable state and federal laws. Employees are required to return to work as soon as they are physically able to do so. Employment status is continuous during the leave of absence, provided the employee returns to work when physically able.

#### RETURN TO WORK

Upon returning to work, employees are normally assigned the job held before the beginning of the granted leave of absence or a position of equal status depending on any permanent work restrictions or reasonable accommodation that may be required.

Auto Select **RESERVES THE RIGHT** to verify an employee's illness or injury by requiring the employee to furnish a statement from his physician or by having the employee examined by a physician of Auto Selects choosing, at no cost to the employee.

#### LENGTH OF SERVICE

Any approved disability leave of absence of twelve (12) weeks or less will not affect an employee's length of service when determining eligibility for vacation time, profit sharing program, or any other company benefit where length of service is a factor.

#### MILITARY LEAVE OF ABSENSE

It is the policy of Auto Select to grant military leaves of absence as required by law. Office must approve all military leaves of absence.

Any regular employee who enlists, is drafted, or is called to active duty must notify the manager immediately.

#### OTHER EMPLOYMENT

Auto Select does not impose unreasonable restriction on an employee's use of his/her personal time.

Other employment in itself presents no problem unless the employee's work with Auto Select is affected.

Employment with a competitor is, however, considered a conflict of interest, and, as such, is not allowed.

An employee whose outside activities affect on-the-job performance or which, in the opinion of the manager, constitutes a conflict of interest will be asked to refrain from such activity. An employee who refuses to restrict his outside activities or other employment after being asked to do so may be terminated.

#### OUTSIDE EDUCATION/TUITION REIMBURSEMENT

Tuition assistance may be available to all full-time employees for outside education that pertains to their job. Tuition assistance may be granted to an individual on a case by case basis. The criteria used in granting educational tuition assistance is as follows:

1. The outside education must pertain to or be associated with the job the individual is performing, i.e.
  - A. Welding, auto mechanics, auto electronics, etc., for service technicians.
  - B. Sales training, Tires, etc., for service advisors.
  - C. Leadership, supervisor, management, computer, courses for managers.
2. It is taken after working hours, and it does not interfere or disrupt the working hours of others. A one night a week course for three hours a night should fit into the normal work schedule.

3. The individual agrees to prepay the tuition for the course taken, pending Auto Select reimbursement upon satisfactory completion of the course. Certification of completion and prepayment receipts must accompany all reimbursement requests.
4. The employee agrees to remain with Auto Select for a pre-determined period following tuition reimbursement. Alternatively, in the event the employee is released or ends their employment, within a set period upon completion of the course, they reimburse Auto Select for the tuition paid them.
5. Participation in this program must be approved in advance through the office. Failure to obtain prior approval will disqualify the applicant for reimbursement.

#### **PERSONAL TELEPHONE CALLS and CELLULAR TELEPHONE USE**

Office and shop telephones are for business purposes. It is recognized that some personal calls are necessary, but these should be kept as brief as possible. Any long distance personal phone calls should be charged to the employee's home telephone number or call collect.

Each manager will be held accountable for all unauthorized non-business related long distance phone calls. All monthly telephone bills will be monitored for unauthorized calls charged to the company. Any unauthorized calls discovered would be billed to the individual who made the call. Continual abuse of this policy will lead to disciplinary action, up to and including termination.

#### **CELLULAR TELEPHONE USE**

Cellular Telephone use, while on duty, is not allowed. Necessary personal calls may be received on the Auto Select telephone following the guidelines listed above. Continual abuse of this policy will lead to disciplinary action, up to and including termination.

#### **PERSONAL VEHICLE USE FOR COMPANY BUSINESS**

Employees are occasionally asked to use their personal vehicles for Auto Select, Inc. business.

The use of a personal vehicle in the performance of Auto Select, Inc. business is much appreciated. However, it is entirely voluntary.

If you elect to use your personal vehicle for Auto Select, Inc. business, we'll reimburse .34 per company business mile. Please complete a mileage reimbursement form with the manager signature and send to the office for reimbursement. Please allow 1 week to receive the reimbursement check.

#### **EMPLOYEE TRAINING**

Periodically, Auto Select will register personnel to attend training seminars to further their occupational education. The registration fees for these seminars are paid by Auto Select.

In many cases, attendance requires drive time to and from the seminar. Attendance may also require leaving work early to make the seminar start time. Follow these seminar attendance guidelines:

#### **MILEAGE REIMBURSEMENT**

- When attending a seminar outside your assigned shop location, you will get reimbursed for mileage from your assigned shop to the seminar location and the return trip.
- The Manager should make every effort to car pool seminar attendees.
- Complete a Mileage Reimbursement Form, signed by the manager, and submits to the office for reimbursement.
- Mileage checks are processed with the next payroll.

#### **SEMINAR PAY**

Auto Select does not pay the employee's hourly rate for attending a seminar that is conducted after business hours. These attendance paid seminars are designed to improve your personal skills.

**POOR WORKMANSHIP COMEBACKS** Our goal at Auto Select is to provide QUALITY Repair and Service performed by QUALIFIED Technicians are customers TRUST.

#### COMEBACK CHARGEBACKS

When a comeback, caused by poor workmanship, must be resolved by repairing the vehicle at no charge or making a refund to a customer, the total Labor will be deducted from the technician's LABOR billed for the week, when calculating bonus.

#### COMEBACK RESOLUTION

When repeated comebacks arise, caused by poor workmanship from the same technician, be sure to resolve the cause of the problem. The resolution may be:

- Additional Procedure or Technique Training
- Equipment Use Training
- Poor Use of Resources/Equipment available
- Lack of Test Drive when the repair was completed

#### COMEBACK DISCIPLINE PROCEDURE

If a comeback pattern continues after attempts to resolve problem the employee will be made aware that if his/her behavior does not improve, further, more serious discipline sanctions will be taken including, but not limited to, suspension without pay and/or termination.





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517 Poplar Lane Hatley, WI 54440

715-446-3086 Fax 715-446-3682

### Current LLC's Operating Under Franchise Agreement

#### **DM&W Ventures, LLC**

Douglas and Melissa Noskowiak  
3740 Cumberland Drive  
Plover, WI 54467

#### **JAmber Enterprises, LLC**

Joshua and Amber Liesch  
3506 Crocus Drive  
DePere, WI 54115

#### **Gore Investments, LLC**

Anthony Gore  
424 W. Northland Avenue  
Appleton, WI 54911

#### **MJM Company, LLC**

Michael J. Molitor, Jr.  
1320 W. Lindbergh Street  
Appleton, WI 54914

#### **T&C Shawano, LLC**

Craig A. Jones and Anthony L. Gore  
424 W. Northland Avenue  
Appleton, WI 54911

Auto Select, Inc.  
**Profit & Loss by Class**  
January through December 2020

Weston	2020 YTD	2020 TOTAL	%	
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3000 · Sales - Labor	1,200,070.35	1,200,070.35	41.9%	
3100 · Sales - Parts	1,438,620.87	1,438,620.87	50.3%	of Total Sales
3200 · Sales - Shop Supplies	55,710.27	55,710.27	1.9%	of Total Sales
3300 · Sales - Sublet	32,630.92	32,630.92	1.1%	of Total Sales
3400 · Sales - Tires	353,356.94	353,356.94	12.3%	of Total Sales
3600 · Services	278.21	278.21	0.0%	of Total Sales
3900 · Repair Order Discounts	-219,342.78	-219,342.78	-7.7%	of Total Sales
<b>Total Income</b>	<b>2,861,324.78</b>	<b>2,861,324.78</b>	<b>100.0%</b>	
<b>Cost of Goods Sold</b>				
<b>4000 · Parts Purchase</b>				
4000 · Parts Purchase - Other	786,339.32	786,339.32	54.7%	
4001 · Purchase / Payment Discounts	-9,664.56	-9,664.56	-0.7%	
4002 · Rebate	-28,265.98	-28,265.98	-2.0%	
<b>Total 4000 · Parts Purchase</b>	<b>748,408.78</b>	<b>748,408.78</b>	<b>52.0%</b>	of Parts Sales
4300 · Tires Purchase	250,654.51	250,654.51	70.9%	of Tire Sale
4200 · Sublet	12,164.62	12,164.62	37.3%	of Sublet Sales
4800 · Towing	11,669.00	11,669.00	35.8%	of Sublet Sales
<b>Total COGS</b>	<b>1,022,896.91</b>	<b>1,022,896.91</b>	<b>35.7%</b>	of Total Sales
<b>Gross Profit</b>	<b>1,838,427.87</b>	<b>1,838,427.87</b>	<b>64.3%</b>	of Total Sales
<b>Expense</b>				
5001 · Warranty Parts	1,955.46	1,955.46	0.1%	of Total Sales
5120 · Service Writer Salaries	224,829.11	224,829.11	7.9%	of Total Sales
5130 · Technician Salaries	500,339.52	500,339.52	41.7%	of Labor Sales
5150 · Maintenance Wages	3,334.17	3,334.17	0.1%	of Total Sales
<b>5240 · Rent</b>				
5245 · Tire Storage Rent	235.27	235.27	0.0%	of Total Sales
5240 · Rent - Other	91,400.00	91,400.00	3.2%	of Total Sales
<b>Total 5240 · Rent</b>	<b>91,635.27</b>	<b>91,635.27</b>	<b>3.2%</b>	of Total Sales
<b>5250 · Repairs and Maintenance</b>				
5251 · Building Repairs	15,239.94	15,239.94	0.5%	of Total Sales
5252 · Computer Repairs	387.50	387.50	0.0%	of Total Sales
5253 · Equipment Repairs	3,114.22	3,114.22	0.1%	of Total Sales
5254 · Garbage Disposal	2,745.84	2,745.84	0.1%	of Total Sales
5255 · Snowplowing	720.00	720.00	0.0%	of Total Sales
5256 · Landscaping	8,356.75	8,356.75	0.3%	of Total Sales
5258 · Commercial Cleaning	2,940.00	2,940.00	0.1%	of Total Sales
<b>Total 5250 · Repairs and Maintenance</b>	<b>33,504.25</b>	<b>33,504.25</b>	<b>1.2%</b>	of Total Sales
5260 · Security	3,939.12	3,939.12	0.1%	of Total Sales
5261 · Fire Safety	148.76	148.76	0.0%	of Total Sales
<b>5275 · Janitorial</b>				
5277 · Window Cleaning	875.00	875.00	0.0%	of Total Sales
5278 · Lawn Care	50.00	50.00	0.0%	of Total Sales
5279 · Uniforms	14,477.58	14,477.58	0.5%	of Total Sales
5281 · Snow Plowing / Salt Application	274.85	274.85	0.0%	of Total Sales
5275 · Janitorial - Other	-649.64	-649.64	0.0%	of Total Sales
<b>Total 5275 · Janitorial</b>	<b>15,027.79</b>	<b>15,027.79</b>	<b>0.5%</b>	of Total Sales
5280 · Automobile Expense	1,679.00	1,679.00	0.1%	of Total Sales
5300 · Interest Expense	1,242.46	1,242.46	0.0%	of Total Sales
<b>5400 · Insurance</b>				
5407 · Health - AspirusArise	13,663.82	13,663.82	0.5%	of Total Sales
5418 · Delta Dental / Vision Insurance	1,377.93	1,377.93	0.0%	of Total Sales
5419 · Insurance - Disability	12.81	12.81	0.0%	of Total Sales
5420 · Insurance - Accident	0.00	0.00	0.0%	of Total Sales
5421 · Insurance - Whole Life	0.00	0.00	0.0%	of Total Sales
5422 · Insurance - Critical Illness	8.35	8.35	0.0%	of Total Sales
5400 · Insurance - Other	18,754.02	18,754.02	0.7%	of Total Sales
<b>Total 5400 · Insurance</b>	<b>33,816.93</b>	<b>33,816.93</b>	<b>1.2%</b>	of Total Sales
5500 · Depreciation Expense	5,613.86	5,613.86	0.2%	of Total Sales
5600 · Amortization Expense	16,588.56	16,588.56	0.6%	of Total Sales
<b>5650 · Travel &amp; Ent</b>				
5652 · Meals	5,253.46	5,253.46	0.2%	of Total Sales
<b>Total 5650 · Travel &amp; Ent</b>	<b>5,253.46</b>	<b>5,253.46</b>	<b>0.2%</b>	of Total Sales
<b>5700 · Utilities</b>				
5703 · Gas	156.34	156.34	0.0%	of Total Sales
5704 · Gas and Electric	8,541.20	8,541.20	0.3%	of Total Sales
5705 · Water	924.24	924.24	0.0%	of Total Sales
<b>Total 5700 · Utilities</b>	<b>9,621.78</b>	<b>9,621.78</b>	<b>0.3%</b>	of Total Sales
<b>5800 · Supplies</b>				
5801 · General	12,455.70	12,455.70	0.4%	of Total Sales
5802 · Internal Usage	30,491.72	30,491.72	1.1%	of Total Sales
5803 · Office	4,601.78	4,601.78	0.2%	of Total Sales
5804 · Small Tools	11,101.13	11,101.13	0.4%	of Total Sales
<b>Total 5800 · Supplies</b>	<b>58,650.33</b>	<b>58,650.33</b>	<b>2.0%</b>	of Total Sales
5825 · Gift Certificate	100.00	100.00	0.0%	of Total Sales

Auto Select, Inc.  
**Profit & Loss by Class**  
January through December 2020

Weston	2020 YTD	2020 TOTAL	%	
5850 · Computer			0.0%	of Total Sales
5851 · Internet Charges	99.90	99.90	0.0%	of Total Sales
5852 · Software and Updates	13,655.07	13,655.07	0.5%	of Total Sales
<b>Total 5850 · Computer</b>	<b>13,754.97</b>	<b>13,754.97</b>	<b>0.5%</b>	<b>of Total Sales</b>
5900 · FICA Expense			0.0%	of Total Sales
5901 · Federal Unemployment Insurance	583.24	583.24	0.0%	of Total Sales
5902 · State Unemployment Insurance	216.39	216.39	0.0%	of Total Sales
5900 · FICA Expense - Other	58,048.85	58,048.85	2.0%	of Total Sales
<b>Total 5900 · FICA Expense</b>	<b>58,848.48</b>	<b>58,848.48</b>	<b>2.1%</b>	<b>of Total Sales</b>
5950 · Simple IRA - Company	15,630.10	15,630.10	0.5%	of Total Sales
6000 · Advertising and Marketing	64,149.43	64,149.43	2.2%	of Total Sales
6100 · Professional Fees			0.0%	of Total Sales
6103 · Third Party Administrator	47.50	47.50	0.0%	of Total Sales
6100 · Professional Fees - Other	8,034.50	8,034.50	0.3%	of Total Sales
<b>Total 6100 · Professional Fees</b>	<b>8,082.00</b>	<b>8,082.00</b>	<b>0.3%</b>	<b>of Total Sales</b>
6150 · Recruiting	120.00	120.00	0.0%	of Total Sales
6200 · Telephone	6,325.39	6,325.39	0.2%	of Total Sales
6300 · Postage and Delivery	231.51	231.51	0.0%	of Total Sales
6315 · Credit Card Fees	43,143.28	43,143.28	1.5%	of Total Sales
6320 · Collections			0.0%	of Total Sales
6322 · Bad Debt	8,289.35	8,289.35	0.3%	of Total Sales
<b>Total 6320 · Collections</b>	<b>8,289.35</b>	<b>8,289.35</b>	<b>0.3%</b>	<b>of Total Sales</b>
6450 · Environmental Disposal			0.0%	of Total Sales
6451 · Holding Tanks / Drain Sludge	601.68	601.68	0.0%	of Total Sales
6454 · Used Oil Filters	550.00	550.00	0.0%	of Total Sales
6450 · Environmental Disposal - Other	-96.00	-96.00	0.0%	of Total Sales
<b>Total 6450 · Environmental Disposal</b>	<b>1,055.68</b>	<b>1,055.68</b>	<b>0.0%</b>	<b>of Total Sales</b>
6455 · Tire Disposal	5,937.63	5,937.63	0.2%	of Total Sales
6500 · Training and Education	789.94	789.94	0.0%	of Total Sales
6551 · Membership	2,451.00	2,451.00	0.1%	of Total Sales
6600 · Licenses and Permits	2,248.30	2,248.30	0.1%	of Total Sales
6900 · Contributions/Donations	1,830.71	1,830.71	0.1%	of Total Sales
6901 · Gift	470.14	470.14	0.0%	of Total Sales
8900 · Sponsorship	3,350.00	3,350.00	0.1%	of Total Sales
9005 · Payroll Expenses	27,301.78	27,301.78	1.0%	of Total Sales
<b>Total Expense</b>	<b>1,271,289.52</b>	<b>1,271,289.52</b>	<b>19.0%</b>	<b>of Total Sales</b>
<b>Net Ordinary Income</b>	<b>567,138.35</b>	<b>567,138.35</b>	<b>19.8%</b>	
<b>Other Income/Expense</b>				
<b>Other Income</b>				
8600 · Other Income				
8601 · Deposit On An Invoice	-460.18	-460.18	0.0%	
8602 · Sales Tax Discount	376.32	376.32	0.0%	
8604 · Franchise Fee	5,183.05	5,183.05	0.2%	
8600 · Other Income - Other	9,653.13	9,653.13	0.3%	
<b>Total 8600 · Other Income</b>	<b>14,752.32</b>	<b>14,752.32</b>	<b>0.5%</b>	
8625 · Bad Debts Collected	48.78	48.78	0.0%	
8645 · Finance Charges	154.04	154.04	0.0%	
8650 · Cash Over/Short	-112.87	-112.87	0.0%	
<b>Total Other Income</b>	<b>14,842.27</b>	<b>14,842.27</b>	<b>0.5%</b>	
<b>Net Other Income</b>	<b>14,842.27</b>	<b>14,842.27</b>	<b>0.5%</b>	
<b>Net Income</b>	<b>581,980.62</b>	<b>581,980.62</b>	<b>20.3%</b>	



## FINANCIAL STATEMENT REVIEW

Gore Investments

Period: January through November 2017

SALES	Appleton North	% Mix of Total Sales	Neenah	% Mix of Total Sales	Total	% Mix of Total Sales	Notes
Sales - Labor	\$608,843	43%	\$336,264	43%	\$945,207	43%	
Sales - Parts	\$633,062	45%	\$367,425	47%	\$1,000,487	45%	
Sales - Shops Supplies	\$41,010	3%	\$25,325	3%	\$66,335	3%	
Sales - Sublet	\$16,371	1%	\$11,795	1%	\$28,166	1%	
Sales - Tires	\$166,781	12%	\$70,944	9%	\$237,725	11%	
Repair Order Discounts	-\$44,340	-3%	-\$24,768	-3%	-\$69,108	-3%	
Fleet Discounts	-\$1,646	0%	-\$4	0%	-\$1,650	0%	
Sales Returns and Allowance	0	0%	0	0%	\$0	0%	
<b>Total Sales</b>	<b>\$1,420,161</b>	<b>100%</b>	<b>\$786,981</b>	<b>100%</b>	<b>\$2,207,163</b>	<b>100%</b>	

COST of SALES	Appleton North	% of Total	Neenah	% of Total	Total	% of Total	Notes	\$ Value
Parts Purchased	\$346,084	50%	\$197,430	54%	\$543,514	54%	Appleton Parts GP -2% to 45% Goal	\$21,000
Sublet	\$8,032	of Sublet Sales	\$4,317	of Sublet Sales	\$12,350	of Sublet Sales	Check Tires GP - Not making 34% - 40%	
Tires Purchased	\$113,764	68%	\$46,909	66%	\$160,673	66%	of Tire Sales	
Towing Expense (with Sublet COS)	\$6,206	87%	\$5,262	81%	\$11,469	85%	of Sublet Sales	
Technician Salaries	\$223,517	37%	\$173,343	52%	\$396,860	42%	of Labor Sales	\$38,000
	Neenah Tech Salaries too high + 12% to 40% Goal							
<b>Total Cost of Sales</b>	<b>\$697,604</b>	<b>49.1%</b>	<b>\$427,262</b>	<b>54.3%</b>	<b>\$1,124,866</b>	<b>51.0%</b>	of Total Sales	<b>\$59,000</b>

GROSS PROFIT	Appleton North	% of Total	Neenah	% of Total	Total	% of Total	Notes
	\$722,576	50.9%	\$359,719	45.7%	\$1,082,297	49.0%	

EXPENSES	Appleton North	% of Total	Neenah	% of Total	Total	% of Total	Notes	\$ Value
Corporate Salaries / Owners Draw	\$48,830	3.4%	\$0	0.0%	\$48,830	2.2%	Of Total Sales	
Manager Salaries	\$0	0.0%	\$0	0.0%	\$0	0.0%	Of Total Sales	Salaries & Wages Expense Control is very good!
Service Advisors Salaries	\$81,844	5.8%	\$61,702	7.8%	\$143,546	6.5%	Of Total Sales	
Maintenance Wages	\$0	0.0%	\$0	0.0%	\$0	0.0%	Of Total Sales	
Bonuses	\$0	0.0%	\$0	0.0%	\$0	0.0%	Of Total Sales	
Taxes - Payroll	\$35,290	10.0%	\$19,171	8.2%	\$54,461	9.2%	Of Total Wages	
Simple IRA Contribution	\$6,313	1.8%	\$2,459	1.0%	\$8,771	1.5%	Of Total Wages	
<b>Wages w/Corporate Salaries / Draw &amp; Simple IRA</b>	<b>\$117,134</b>	<b>8.2%</b>	<b>\$80,873</b>	<b>10.3%</b>	<b>\$198,007</b>	<b>9.0%</b>	Of Total Sales	<b>\$0</b>
Rent	\$37,400	2.6%	\$47,454	6.0%	\$84,854	3.8%	Of Total Sales	Expenses w/Wages is slightly high +.3% to 20% Goal
Real Estate Taxes	\$5,530	0.4%	\$0	0.0%	\$5,530	0.3%	Of Total Sales	
Insurance - Health & Dental	\$34,841	2.5%	\$9,795	1.2%	\$44,635	2.0%	Of Total Sales	
Insurance - Business	\$11,737	0.8%	\$5,310	0.7%	\$17,047	0.8%	Of Total Sales	
Janitorial	\$9,773	0.7%	\$6,978	0.9%	\$16,750	0.8%	Of Total Sales	
Utilities - Electric, Gas, and Water	\$14,098	1.0%	\$7,480	1.0%	\$21,577	1.0%	Of Total Sales	
Advertising/Marketing	\$27,990	2.0%	\$21,411	2.7%	\$49,401	2.2%	Of Total Sales	
Credit Card Fees	\$20,597	1.5%	\$11,805	1.5%	\$32,401	1.5%	Of Total Sales	
Supplies - General, Shop, Office, Small Tools Internal	\$23,837	1.7%	\$10,219	1.3%	\$34,056	1.5%	Of Total Sales	
Depreciation	\$12,356	0.9%	\$4,177	0.5%	\$16,533	0.7%	Of Total Sales	
<b>Operating Expenses w/Wages, Simple IRA, Franchise Fee</b>	<b>\$336,422</b>	<b>23.7%</b>	<b>\$110,639</b>	<b>14.0%</b>	<b>\$446,960</b>	<b>20.3%</b>	Of Total Sales	<b>Operating Expenses +2.4% to Goal: \$6,600</b>

INCOME SUMMARY	Appleton North	% of Total	Neenah	% of Total	Total	% of Total	Notes
Franchise Fee	\$71,478	5.0%	\$40,425	5.1%	\$111,904	5.1%	
Net Income	\$176,338	12.4%	\$119,665	15.2%	\$296,002	13.4%	Months Reviewed: 11
Total Overspend	\$65,600	3.0%	\$0	0.0%	\$65,600	3.0%	Monthly Average: \$5,964
<b>Net Income + Owner Draw + Overspend</b>	<b>\$361,602</b>	<b>16.4%</b>	<b>\$361,602</b>	<b>16.4%</b>	<b>\$361,602</b>	<b>16.4%</b>	

Balance Sheet Calculations Ratios							
Estimated Net Equity (Equity divided by Total Assets)	Equity	\$314,477				Guideline:	25% or greater
	Total Assets	\$630,685				Actual:	50%
						Score:	3
Cash Flow Coverage Ratio (YTD Net Income + Interest + Depreciation = Cash Flow x Months = Annualized Cash Flow divided by annual Debt Service Payments)	Net Income:	\$296,002	Annualized Cash Flow:	\$353,538	% of Sales:	Guideline:	3
	Interest:	\$11,541	Annual Debt Service Payments:	\$51,758	1.63%	Actual:	6.83
	Depreciation:	\$16,533	To:	\$0	0.00%	Score:	3
	= Cash Flow:	\$324,076	To:	\$0	0.00%		
			To:	\$0	0.00%		
			To:	\$0	0.00%		
Working Capitol Ratio (Current assets divided by Current Liabilities)	Current Assets:	\$366,002				Guideline:	1.5
	Current Liabilities:	\$176,648				Actual:	2.2
						Score:	3
Scoring for each Ratio	If below guideline:	0					
	At or near guideline:	1					
	Above guideline:	2					
	Significantly Above guideline:	3					
						Balance Sheet Score:	9



## FINANCIAL STATEMENT REVIEW

MJM

Period: January through November 2017

SALES	Appleton Express	% Mix of Total Sales	Kimberly	% Mix of Total Sales	Total	% Mix of Total Sales	Notes
Sales - Labor	\$99,571	27%	\$358,822	44%	\$458,393	39%	
Sales - Parts	\$275,114	76%	\$377,351	46%	\$652,465	55%	
Sales - Shops Supplies	\$10,630	3%	\$24,650	3%	\$35,280	3%	
Sales - Sublet	\$0	0%	\$10,621	1%	\$10,621	1%	
Sales - Tires	\$7	0%	\$83,049	10%	\$83,056	7%	
Repair Order Discounts	-\$21,631	-6%	-\$33,564	-4%	-\$55,195	-5%	
Fleet Discounts	\$0	0%	\$0	0%	\$0	0%	
Sales Returns and Allowance	0	0%	0	0%	\$0	0%	
<b>Total Sales</b>	<b>\$363,691</b>	<b>100%</b>	<b>\$820,929</b>	<b>100%</b>	<b>\$1,184,620</b>	<b>100%</b>	

COST of SALES	Appleton Express	% of Total	Kimberly	% of Total	Total	% of Total	Notes	\$ Value
Parts Purchased	\$116,032	42%	\$211,643	56%	\$327,676	50%	Kimberly Parts GP -1% to 45% Goal	\$7,000
Sublet	\$0	0%	\$3,117	0%	\$3,117	0%	of Sublet Sales	
Tires Purchased	\$0	0%	\$57,827	70%	\$57,827	70%	of Tire Sales	
Towing Expense (with Sublet COS)	\$0	0%	\$6,129	87%	\$6,129	87%	of Sublet Sales	
Technician Salaries	\$64,129	23%	\$126,634	35%	\$210,763	46%	Express Tech Salaries too high +6% to 17% Goal	\$22,000
<b>Total Cost of Sales</b>	<b>\$200,162</b>	<b>55.0%</b>	<b>\$405,349</b>	<b>49.4%</b>	<b>\$605,511</b>	<b>51.1%</b>		<b>\$29,000</b>

GROSS PROFIT	Appleton Express	% of Total	Kimberly	% of Total	Total	% of Total	Notes
	\$163,530	45.0%	\$415,580	50.6%	\$579,109	48.9%	

EXPENSES	Appleton Express	% of Total	Kimberly	% of Total	Total	% of Total	Notes	\$ Value
Corporate Salaries / Owners Draw	\$82,800	22.8%	\$0	0.0%	\$82,800	7.0%	Of Total Sales	
Manager Salaries	\$50,031	13.8%	\$0	0.0%	\$50,031	4.2%	Of Total Sales	
Service Advisors Salaries	\$5,974	1.6%	\$31,623	3.9%	\$37,597	3.2%	Of Total Sales	
Maintenance Wages	\$0	0.0%	\$0	0.0%	\$0	0.0%	Of Total Sales	
Bonuses	\$0	0.0%	\$0	0.0%	\$0	0.0%	Of Total Sales	
Taxes - Payroll	\$9,155	4.1%	\$21,406	13.5%	\$30,561	8.0%	Of Total Wages	
Simple IRA Contribution	\$1,514	0.7%	\$6,598	4.2%	\$8,112	2.1%	Of Total Wages	
<b>Wages wo/Corporate Salaries / Draw &amp; Simple IRA</b>	<b>\$65,160</b>	<b>17.9%</b>	<b>\$53,029</b>	<b>6.5%</b>	<b>\$118,189</b>	<b>10.0%</b>		<b>\$0</b>
Rent	\$13,200	3.6%	\$48,125	5.9%	\$61,325	5.2%	Of Total Sales	
Real Estate Taxes	\$3,744	1.0%	\$0	0.0%	\$3,744	0.3%	Of Total Sales	
Insurance - Health & Dental	\$0	0.0%	\$18,658	2.4%	\$18,658	1.7%	Of Total Sales	
Insurance - Business	\$3,695	1.0%	\$7,239	0.9%	\$10,933	0.9%	Of Total Sales	
Janitorial	\$4,647	1.3%	\$7,909	1.0%	\$12,556	1.1%	Of Total Sales	
Utilities - Electric, Gas, and Water	\$2,938	0.8%	\$1,323	0.2%	\$4,261	0.4%	Of Total Sales	
Advertising/Marketing	\$13,605	3.7%	\$20,743	2.5%	\$34,348	2.9%	Of Total Sales	
Credit Card Fees	\$5,071	1.4%	\$11,811	1.4%	\$16,882	1.4%	Of Total Sales	
Supplies - General, Shop, Office, Small Tools Internal	\$14,814	4.1%	\$16,201	2.0%	\$31,015	2.6%	Of Total Sales	
Depreciation	\$103	0.0%	\$5,947	0.7%	\$6,050	0.5%	Of Total Sales	
<b>Operating Expenses wo/Wages, Simple IRA, Franchise Fee</b>	<b>\$80,516</b>	<b>22.1%</b>	<b>\$198,248</b>	<b>24.1%</b>	<b>\$278,764</b>	<b>23.6%</b>	Total Expenses wo/Wages too high +3.5% to 20% Goal	<b>\$41,000</b>





## FINANCIAL STATEMENT REVIEW

JAmber Enterprises, LLC

Period: January thru December 2017

SALES	Express	% Mix of Total Sales	East	% Mix of Total Sales	South	% Mix of Total Sales	Total	% Mix of Total Sales	Notes
Sales - Labor	\$250,299	36%	\$553,882	42%	\$823,977	46%	\$1,628,158	43%	Monitor East Labor Sales - Parts/Labor Ratio is low
Sales - Parts	\$336,685	48%	\$626,366	47%	\$807,336	45%	\$1,770,407	46%	
Sales - Shops Supplies	\$24,218	3%	\$25,572	2%	\$47,173	3%	\$96,962	3%	
Sales - Sublet	\$1,269	0%	\$8,516	1%	\$16,822	1%	\$26,627	1%	
Sales - Tires	\$166,679	24%	\$193,009	15%	\$165,785	9%	\$525,473	14%	Are all Tire Sales going to Express? Largest Volume, smallest tire sales.
Repair Order Discounts	-\$76,007	-11%	-\$75,478	-6%	-\$65,170	-4%	-\$216,655	-6%	
Fleet Discounts	-\$2,581	0%	-\$1,687	0%	-\$1,431	0%	-\$5,698	0%	
Sales Returns and Allowance	-\$423,46	0%	-\$67,37	0%	-\$86,58	0%	-\$1,477	0%	
<b>Total Sales</b>	<b>\$700,168</b>	<b>100%</b>	<b>\$1,328,733</b>	<b>100%</b>	<b>\$1,793,808</b>	<b>100%</b>	<b>\$3,823,787</b>	<b>100%</b>	

COST of SALES	Express	% of Total	East	% of Total	South	% of Total	Total	% of Total	Notes	\$ Value
Parts Purchased	\$166,099	51%	\$335,244	54%	\$425,482	53%	\$926,825	52%		
Fluids Purchased	\$5,690	0%	\$3,872	0%	\$4,635	0%	\$14,196	0%		
Sublet	\$0	0%	\$0	0%	\$0	0%	\$0	0%	No Sublet Cost of Sales??	
Tires Purchased	\$111,699	67%	\$135,201	70%	\$114,193	69%	\$361,093	69%	East Tires GP -2% of 32% Goal.	\$6,000
Towing Expense	\$196	15%	\$6,093	72%	\$11,353	67%	\$17,642	66%		
Purchase Discounts	-\$23,05	-4%	-\$5,341	-1.6%	-\$129,72	-1.9%	-\$14,094	-1.5%		
Parts / Labor Returned	\$0	0%	-\$3,503	0%	-\$2,974	0%	-\$6,477	0%		
<b>Total Cost of Sales</b>	<b>\$283,060</b>	<b>40.4%</b>	<b>\$471,666</b>	<b>35.8%</b>	<b>\$644,659</b>	<b>30.4%</b>	<b>\$1,289,185</b>	<b>34.0%</b>		<b>\$6,000</b>

GROSS PROFIT	Express	% of Total	East	% of Total	South	% of Total	Total	% of Total	Notes
	<b>\$417,097</b>	<b>59.6%</b>	<b>\$858,167</b>	<b>64.5%</b>	<b>\$1,249,347</b>	<b>69.6%</b>	<b>\$2,624,612</b>	<b>66.0%</b>	

EXPENSES	Express	% of Total	East	% of Total	South	% of Total	Total	% of Total	Notes	\$ Value
Corporate Salaries / Owners Draw	\$24,270	3.5%	\$52,445	3.9%	\$77,535	4.3%	\$154,250	4.0%		
Manager Salaries	\$14,407	2.1%	\$70,581	5.3%	\$77,910	4.3%	\$162,898	4.3%	South Side Office PR too high + 1%	\$17,900
Service Advisors Salaries	\$51,690	7.4%	\$43,249	3.3%	\$114,460	6.4%	\$209,398	5.5%		
Technician Salaries	\$107,950	43.1%	\$273,436	49.4%	\$314,477	38.2%	\$695,863	42.7%	East Tech Wages too high + 11% to Goal.	\$61,000
Maintenance Wages	\$0	0%	\$0	0%	\$9,533	0.5%	\$9,533	0.2%		
Bonuses	\$2,750	0.4%	\$5,050	0.4%	\$8,150	0.5%	\$15,950	0.4%		
Taxes - FICA	\$13,234	6.7%	\$28,440	6.5%	\$47,719	8.0%	\$89,393	7.3%		
Taxes - SUTA	\$595	0.3%	\$636	0.2%	\$1,206	0.2%	\$2,636	0.2%		
Taxes - FUTA	\$255	0.1%	\$333	0.1%	\$513	0.1%	\$1,101	0.1%		
Simple IRA Contribution	\$860	0.4%	\$6,199	1.4%	\$9,499	1.6%	\$16,558	1.3%		
<b>Wages w/Corporate Salaries / Draw &amp; Simple IRA</b>	<b>\$190,881</b>	<b>27.3%</b>	<b>\$421,526</b>	<b>31.7%</b>	<b>\$573,967</b>	<b>32.0%</b>	<b>\$1,196,772</b>	<b>31.0%</b>		<b>\$78,900</b>

Rent	\$9,000	1.3%	\$4,000	0.3%	\$84,886	4.7%	\$147,886	3.9%		
Property Taxes	\$6,603	0.9%	\$1,364	0.1%	\$14,425	0.8%	\$22,392	0.6%		
Insurance - Health & Dental	\$2,385	0.3%	\$12,110	0.9%	\$44,360	2.5%	\$58,855	1.5%		
Insurance - Business	\$5,121	0.7%	\$11,395	0.9%	\$18,501	1.0%	\$35,007	0.9%		
Janitorial	\$6,366	0.9%	\$9,010	0.7%	\$9,923	0.6%	\$25,318	0.7%		
Utilities - Electric, Gas, and Water	\$5,396	0.8%	\$9,885	0.7%	\$12,014	0.7%	\$27,295	0.7%		
Advertising/Marketing	\$27,683	4.0%	\$48,519	3.6%	\$97,624	4.9%	\$163,826	4.3%	Advertising is too high + 1.3%	\$50,000
Credit Card Fees	\$10,503	1.5%	\$18,843	1.4%	\$25,073	1.4%	\$54,419	1.4%		
Supplies - General, Shop, Office, Small Tools, Internal	\$10,965	1.6%	\$22,444	1.7%	\$36,682	2.0%	\$70,091	1.8%		
Depreciation	\$30,387	4.3%	\$26,941	2.0%	\$104,477	5.8%	\$161,805	4.2%	Operating Expense w/Adv too High + 2.6%	\$99,000
<b>Operating Expenses w/Wages &amp; Depreciation</b>	<b>\$130,510</b>	<b>18.6%</b>	<b>\$295,560</b>	<b>22.1%</b>	<b>\$489,697</b>	<b>27.3%</b>	<b>\$915,146</b>	<b>23.5%</b>		<b>\$149,600</b>

INCOME SUMMARY									
	Express		Easi		South		Total		
Franchise Fee	\$14,048	2.0%	\$66,522	5.0%	\$87,895	4.9%	\$168,465	4.4%	
Net Income	\$47,759	6.6%	\$61,966	4.7%	\$49,307	2.7%	\$159,032	4.2%	Months Reviewed: 12
Total Overspend							\$233,900	6.1%	Monthly Average: \$19,492
Net Income + Owner Draw + Overspend							\$547,182	14.3%	

**Balance Sheet Calculations Ratios**

Estimated Net Equity (Equity divided by Total Assets)

Equity	\$0
Total Assets	\$0

Guideline: 25% or greater  
 Actual: #DIV0!  
 Score: 0

Please have your accountant complete the Balance Sheet Ratios  
 I don't have a balance and your payments

Cash Flow Coverage Ratio (YTD Net Income + Interest + Depreciation = Cash Flow x Months = Annualized Cash Flow divided by annual Debt Service Payments)

Net Income	\$159,032	Annualized Cash Flow	\$320,837	% of Sales	Payments
Interest	\$0	Annual Debt Service Payments:	\$0	0.00%	
Depreciation	\$161,805	To:	\$0	0.00%	\$0
= Cash Flow	\$320,837	To:	\$0	0.00%	\$0
		To:	\$0	0.00%	\$0
		To:	\$0	0.00%	\$0

Guideline: 3  
 Actual: #DIV0!  
 Score: 0

Working Capital Ratio (Current assets divided by Current Liabilities)

Current Assets:	\$0
Current Liabilities:	\$0

Guideline: 1.5  
 Actual: #DIV0!  
 Score: 0

Scoring for each Ratio

If below guideline:	0
At or near guideline:	1
Above guideline:	2
Significantly Above guideline:	3

Balance Sheet Score:





## FINANCIAL STATEMENT REVIEW

Jamber Enterprises LLC

Period: January thru December 2019

SALES						Gross Profit Actual	Gross Profit Goal	% Difference	\$ Difference - Underspend + Overspend
	Corporate	East	West	Total	% of Total				
Sales - Labor	\$0	\$929,711	40.2%	\$874,416	35.4%	\$1,804,126	37.8%	62.0%	
Sales - Parts	\$0	\$1,076,843	46.6%	\$1,193,037	48.3%	\$2,269,880	47.5%	41.8%	-1.0% Tech Wages
Sales - Shop Supplies	\$0	\$64,808	2.8%	\$51,449	2.1%	\$116,057	2.4%	45.0%	-3.2% Parts Purchases
Sales - Sublet	\$0	\$46,622	2.0%	\$49,055	2.0%	\$95,677	2.0%	15.1%	Towing & Sublet Purchases
Sales - Tires	\$0	\$258,558	11.2%	\$370,289	15.0%	\$628,847	13.2%	31.3%	-0.7% Tire Purchases
Services	\$0	-\$55	0.0%	-\$129	0.0%	-\$163	0.0%		
Sales - Repair Order Discounts	\$0	-\$64,178	-2.8%	-\$68,441	-2.8%	-\$132,618	-2.8%		
Fleet Management Discount	\$0	-\$1,425	-0.1%	-\$1,264	-0.1%	-\$2,689	-0.1%		
<b>Total Sales</b>	<b>\$0</b>	<b>\$2,310,683</b>	<b>100.0%</b>	<b>\$2,468,412</b>	<b>100.0%</b>	<b>\$4,770,995</b>	<b>100.0%</b>	<b>63.1%</b>	

COST of SALES						Goal	% Difference	Goal Dollars	\$ Difference - Underspend + Overspend
	Corporate	East	West	Total	% of Total				
Parts Purchases	\$0	\$599,217	55.6%	\$721,383	60.5%	\$1,320,600	58.2%	\$1,248,434	\$72,166
Payment Discounts	\$0	-\$2,904	-0.3%	-\$2,952	-0.2%	-\$5,857	-0.3%		
Rebates	\$0	-\$18,885	-1.8%	-\$20,612	-1.7%	-\$39,497	-1.7%		
Sublet Purchases	\$0	\$20,278		\$22,474		\$42,752			
Towing	\$0	\$17,178	80.3%	\$21,256	89.1%	\$38,434	84.9% w/Sublet	\$81,325	-\$42,891
Tires Purchases	\$0	\$172,739	68.8%	\$259,459	70.1%	\$432,199	68.7%	\$427,616	\$4,583
Tire Cash Discounts	\$0	-\$2,425	-0.9%	-\$4,504	-1.2%	-\$6,929	-1.1%		
Tire Anticipation Discounts	\$0					\$0			
BFS Earnbacks	\$0	-\$7,114	-2.8%	-\$7,590	-2.0%	-\$14,705	-2.3%		
Purchase - Parts / Labor Return	\$0	-\$202		-\$3,556		-\$3,757			
<b>Total Cost of Sales</b>	<b>\$0</b>	<b>\$777,882</b>	<b>33.7%</b>	<b>\$985,358</b>	<b>39.9%</b>	<b>\$1,763,240</b>	<b>36.9%</b>	<b>\$1,757,375</b>	<b>\$5,865</b>

<b>GROSS PROFIT</b>	<b>\$0</b>	<b>\$1,532,801</b>	<b>66.3%</b>	<b>\$1,483,054</b>	<b>60.1%</b>	<b>\$3,015,856</b>	<b>63.1%</b>		
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EXPENSES						Goal	% Difference	Goal Dollars	\$ Difference - Underspend + Overspend
	Corporate	East	West	Total	% of Total Sales				
Manager Salaries	\$75,400	\$96,727	4.2%	\$0	0.0%	\$172,127	3.6%	\$262,850	-\$90,723
Service Advisors Salaries	\$0	\$109,277	4.7%	\$101,988	4.1%	\$211,265	4.4%	\$215,059	-\$3,794
Technician Salaries	\$0	\$334,259	36.0%	\$351,378	40.2%	\$685,637	38.0%	\$667,527	\$18,110
Bookkeeper Wages	\$26,000	\$0		\$0		\$26,000	1.5%		
Maintenance Wages	\$0	\$19,640	0.8%	\$44,098	1.8%	\$63,738	1.3%	\$19,116	\$44,621
Bonuses	\$0	\$0	0.0%	\$0	0.0%	\$0	0.0%		
Taxes - FICA	\$7,771	\$41,420	6.8%	\$37,112	6.9%	\$86,304	6.9%		
Taxes - SUTA	\$76	\$482	0.1%	\$501	0.1%	\$1,059	0.1%	\$124,604	
Taxes - FUTA	\$84	\$585	0.1%	\$624	0.1%	\$1,293	0.1%		
Simple IRA Contribution	\$1,755	\$2,635	0.4%	\$1,305	0.2%	\$5,695	0.5%	\$1,289,157	
<b>Total Wages w/FICA, UC, Simple IRA</b>	<b>\$111,086</b>	<b>\$605,025</b>	<b>26.2%</b>	<b>\$537,006</b>	<b>21.8%</b>	<b>\$1,253,117</b>	<b>26.2%</b>	<b>Loaded</b>	
Rent	\$800	\$58,004	2.5%	\$44,000	1.8%	\$102,804	2.2%	\$238,955	
Property Taxes	\$0	\$11,265	0.5%	\$3,712	0.2%	\$14,977	0.3%		
Insurance - Health & Dental	\$13,672	\$16,801	0.7%	\$12,154	0.5%	\$42,627	0.9%		
Insurance - Business	\$0	\$25,588	1.1%	\$26,342	1.1%	\$51,930	1.1%	\$62,128	
Insurance - Life	\$0	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	\$0
Utilities - Electric, Gas, and Water	\$1,670	\$12,722	0.6%	\$7,260	0.3%	\$21,652	0.5%		
Advertising/Marketing	\$251	\$40,063	1.7%	\$36,353	1.5%	\$76,667	1.6%	\$143,373	-\$66,705
Sponsorship	\$0	\$21,283	0.9%	\$22,423	0.9%	\$43,706	0.9%		
Credit Card Fees	\$0	\$33,112	1.4%	\$35,985	1.5%	\$69,097	1.4%		
Depreciation	\$245,329	\$0	0.0%	\$0	0.0%	\$245,329	5.1%		
<b>Total Expenses</b>	<b>\$510,552</b>	<b>\$964,075</b>	<b>41.7%</b>	<b>\$906,709</b>	<b>36.7%</b>	<b>\$2,381,336</b>	<b>49.8%</b>		<b>-\$98,492</b>

<b>Total Expenses less Wages, Corporate, Depreciation</b>	<b>\$154,137</b>	<b>\$359,050</b>	<b>15.5%</b>	<b>\$369,703</b>	<b>15.0%</b>	<b>\$882,890</b>	<b>18.5% of Total Sales</b>	<b>20.0%</b>	<b>-1.5%</b>	<b>\$955,819</b>	<b>-\$72,828.61</b>
<b>Total Cost of Operations Goal = (Cost of Sales + Wages + Expenses + Depreciation)</b>										<b>\$4,247,680</b>	<b>\$531,415</b>

INCOME SUMMARY						Goal	% Difference	Goal Dollars	\$ Difference - Underspend + Overspend	
	Corporate	East	West	Total	% of Total Sales					
Franchise Fee	\$0	\$114,478	5.0%	\$121,162	4.9%	\$235,641	4.9%			
Bad Debts Collected	\$0	\$0		\$0		\$0				
Net Income	-\$524,144	\$489,507		\$480,027		\$445,390	9.3%			
Net Income + Owner Draw + Depreciation				\$792,119		\$792,119	16.6%	\$531,415	-\$260,704	
Net Income + Owner Draw + Depreciation + Overspend				\$792,119		\$792,119	16.6%	Months Reviewed: 12	Monthly Avg	\$0

Green Bay West Parts GP is almost 5% less than East  
 Green Bay West Tech Wages are 4% higher than East  
 Can't calculate Cash Flow Ratio - need Total Interest Paid and Month Debt Payments

12 Month affect. \$0 \$00 per week

\$0

Balance Sheet Calculations Ratios			
Estimated Net Equity (Equity divided by Total Assets)	Equity	\$728,136	Guideline: 25% or greater
	Total Assets	\$1,682,325	Actual Score: 43.3%
Cash Flow Coverage Ratio (YTD Net Income + Interest + Depreciation = Cash Flow x Months = Annualized Cash Flow divided by annual Debt Service Payments)	Net Income:	\$445,390	Guideline: 3
	Interest:	\$229	Actual Score: 4.94
	Depreciation:	\$245,329	Score: 3
	= Cash Flow	\$690,719	
Working Capitol Ratio (Current assets divided by Current Liabilities)	Current Assets:	\$197,240	Guideline: 1.5
	Current Liabilities:	\$692,752	Actual Score: 0.3
Scoring for each Ratio	If below guideline:	0	Score: 0
	At or near guideline:	1	

## EXHIBIT H

### LIST OF AUTO SELECT SERVICE CENTER

#### Appleton Area

**Appleton - East**  
**920-993-3339**  
3333 East Express Court  
Appleton, WI 54915  
Fax: 920-739-3216

**Appleton - North**  
**920-364-9540**  
424 West Northland Ave.  
Appleton, WI 54911  
Fax: 920-364-9146

**Appleton - Express**  
**920-734-0555**  
1302 N. Richmond St.  
Appleton, WI 54914  
Fax: 920-735-3620

#### Neenah Area

**Neenah**  
**920-722-2466**  
114 South Green Bay Road  
Neenah, WI 54956  
Fax: 920-729-0327

#### Green Bay Area

**Green Bay**  
**920-465-3790**  
2128 Main St.  
Green Bay, WI 54302  
Fax: 920-465-3792

**Green Bay**  
**920-494-4936**  
2045 S. Oneida St.  
Green Bay, WI 54304  
Fax: 920-494-1168

#### Stevens Point Area

**Stevens Point - South**  
**715-341-1576**  
3145 Church St.  
Stevens Point, WI 54481  
Fax: 715-344-2880

**Stevens Point - East**  
**715-341-1600**  
5382 U.S. 10  
Stevens Point, WI 54482  
Fax: 715-341-1603

**Stevens Point - Express**  
**715-341-1576**  
3147 Church St.  
Stevens Point, WI 54481  
Fax: 715-254-3933

#### Shawano Area

**Shawano**  
**715-524-8266**  
1229 E. Green Bay St.  
Shawano, WI 54166  
Fax: 715-524-8269

#### Wausau Area

**Weston - Express**  
**715-355-4050**  
6205 Schofield Ave.  
Weston, WI 54476  
Fax: 715-355-4155

#### Corporate Office

**Hatley**  
**715-803-2085**  
8355 Awassa Lane  
P.O. Box 627  
St. Germain, WI 54558  
Fax: 715-804-2328