# FRANCHISE OFFERING CIRCULAR FOR AN AUTO SELECT FRANCHISE

# TABLE OF CONTENTS

Risk Factors	4
Information For Prospective Franchisees	6
ITEM 1 The Franchisor, Its Predecessors and Afflitates	7
ITEM 2 Business Experience	8
ITEM 3 Litigation	8
Pending Civil Litigation	8
Prior Civil Litigation	8
ITEM 4 Bankruptcy	8
ITEM 5 Initial Franchisee Fee	8
ITEM 6 Other Fees and Costs	9
ITEM 7 Initial Investment	
ITEM 8 Restrictions on Source or Types of Products and Services	
Generally	
Equipment, Inventory and Signs	. 12
Lease From Us	. 13
Computer System	. 13
Rebates and Promotional Allowances	. 14
Site Selection	
Development and Opening of Your Service Center	. 14
Advertising by Franchisee	. 14
Internet—Web Page	. 15
Insurance	. 15
Telephone and Other Telecommunications Number	
Appearance Requirements	. 15
Condition of Service Center	. 16
ITEM 9 Your Obligations	. 16
ITEM 10 Financing Arragements	. 17
ITEM 11 Franchisor's Obligations	
Pre-Opening Obligations	
Training Obligations	. 18
Site Selection	. 19
Advertising	. 19
Computer System and Software	. 19
Credit Cards	
Financial Information, Reports, Inspections and Audits	. 20
ITEM 12 Terrority and Location	
ITEM 13 Marks, Logos and Phrases	. 20
ITEM 14 Patents, Copyrights and Propriertary Information	. 21
ITEM 15 Obligation to Participate in the Actual Operation of the Franchise Business	. 22
ITEM 16 Renewal, Termination, Transfer and Dispute Resolution	
ITEM 17 Public Figures	. 26
ITEM 18 Earnings Claims	. 26
ITEM 19 List of Auto Select Service Centers	
EXHIBITS TO FRANCHISE OFFERING CIRCULAR	. 27

Exhibit A	State Regulatory Authority and Wisconsin Specific Franchise Law	28
Exhibit B	Franchisor's Agent for Service	
	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 H	List of Auto Select Service Centers	

# 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, which may be waived at the discretion of Franchisor. 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. <u>WE HAVEN'T CHECKED IT, AND DON'T KNOW IF IT'S</u> <u>CORRECT</u>. 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

#### 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.

#### **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

XP Investments, LLC, Alphonse Marciulionis, Jr. and Maria Marciulionis, Plaintiffs v. Auto Select, Inc. and Michael J. Molitor, Sr., Defendants and Frontier Communications of Wisconsin LLC and/or Frontier Communications Corporate Services Inc., Involuntary Defendants; Marathon County Case No. 19 CV 417

#### **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

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)

### **OTHER FEES AND COSTS**

Initial Manager's			See Section 9.1
Training Program			
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	<ul> <li>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).</li> <li>Will also cover the vehicles. An umbrella policy of one million dollars (\$1,000,000.00) is also required (See Section 15).</li> </ul>
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).

## INITIAL INVESTMENT

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

EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	\$2,500.00	As incurred with submission of application or may be waived by Franchisor	With submission of application or may be waived by Franchisor	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

EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
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.

#### **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 my 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 PRINICIPAL 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
1. 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

## FINANCING ARRANGEMENTS

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

## 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. <u>Initial Training</u>. We will require attendance at an initial training program for Franchisee and Franchisee's Manager (Section 9.1(a)).
- 2. <u>In Store Training</u>. 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. <u>New Employee Training</u>. 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. <u>Business and Management Consulting</u>. This is provided on a quarterly basis (Section 9.6).
- 5. <u>Merchandising Assistance</u>. We will visit the Franchised Service Center and periodically consult on merchandising and sales and operations.
- 6. <u>Ongoing Training Meetings</u>. 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**

#### **TERRORITY 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. You 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 acceptance 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, renumeration, 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 additional, 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.

## **RENEWAL, TERMINATION, TRANSER 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.

1. Non-competition covenants after	Article 16 and Noncompete	For one year from the date of
franchise is terminated or expires	Agreement	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)) Rhone 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.

## 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

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

#### EXHIBIT A

<u>State—Regulatory Authority</u> 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 <u>Wisconsin Fair Dealership Law</u>, 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: \_\_\_\_\_, <u>Wisconsin</u> (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?

<u>X</u> 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 \_\_\_\_X\_\_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 various in any way from information contained in Auto Select, Inc.'s Uniform Franchise Offering Circular?

\_\_\_\_\_Yes <u>X</u> 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)			
	<ul> <li>Corporation (incorporated in</li></ul>			
2.	2. <u>Owners.</u> Each of its Owners represents and warrants that the following is a complete and accurate list of all Owners of Franchisee, including the full na mailing address and social security number of each Owner, and fully describ nature and extent of each Owner's interest in Franchisee. Franchisee, and ea Owner as to his ownership interest, represents and warrants that each Owner sole and exclusive legal and beneficial owner of his ownership interest in Franchisee, free and clear of all liens, restrictions, agreements and encumbra of any kind or nature, other than those required or permitted by this Agreem			
Owne	ners Name and Address Social Secur	<u>"ity Number Ownership Interest %</u>		
3.	Name each Director, Officer, Manager and	1 Position		
	Name	Position		
Eron	nchisee			
	ty Name:			
•				
By:				
	t Name:			
Title:	2			

# EXHIBIT D

See Franchise Agreement

## EXHIBIT G

## COMPANY MANUAL TABLE OF CONTENTS

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

#### 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.

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

#### **Stevens Point Area**

#### Stevens Point - South 715-341-1576

3145 Church St. Stevens Point, WI 54481 Fax: 715-344-2880

#### Shawano Area

#### Shawano

**715-524-8266** 1229 E. Green Bay St. Shawano, WI 54166 Fax: 715-524-8269 **Green Bay** 920-494-4936 2045 S. Oneida St. Green Bay, WI 54304 Fax: 920-494-1168

# Stevens Point - East

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

#### Wausau Area

#### Weston - Express 715-355-4050 6205 Schofield Ave.

6205 Schofield Ave. Weston, WI 54476 Fax: 715-355-4155 Stevens Point - Express 715-341-1576

3147 Church St. Stevens Point, WI 54481 Fax: 715-254-3933

#### Corporate Office

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