FRANCHISE DISCLOSURE DOCUMENT

AAMCO TRANSMISSIONS, LLC

A Pennsylvania limited liability
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The franchise offered is for a transmission and general automotive repair center under the AAMCO® brand. The total investment necessary for a new franchisee to begin operation of a new AAMCO Center is $~~234,800~~236,800 to $~~353,200~~361,200. This includes between $~~68,000~~70,000 to $~~90,500~~95,500 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Warren Berest at 410 Horsham Road, Suite 105, Horsham, PA 19044 (telephone 267-464-7261 or e-mail to wberest@aamco.com).

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

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

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

Issuance Date: April 30, ~~2023~~2024

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require

you to make additional investments in your franchise business or may harm your franchise business.

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor and its affiliate by mediation, arbitration and/or litigation in the franchisor's home state (currently, Pennsylvania). Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Pennsylvania than in your own state.

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

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Exhibits

Forms of AAMCO-related contracts:

Exhibit A-1 AAMCO Franchise Agreement
Exhibit A-2 EDAC Agreement (for franchisees in network prior to 10/01/06)
Exhibit A-3 Deposit Agreement

Exhibit A-4 Lease Rider
Exhibit A-5 Advertising Commitment Letter
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Exhibit A-7 Sample Advertising Pool Agreement
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Exhibit A-9 Personal Guaranty
Exhibit A-10 General Release Exhibit
A-11 POS System License

Additional Information, Forms, and Disclosures:

Exhibit B State Addenda to FDD Item disclosures
Exhibit C State Amendments to Franchise Agreement
Exhibit D State Administrators/Agents for Service of Process
Exhibit E List of State and Local Laws
Exhibit F List of Franchised Outlets
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ITEM 1.
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Franchise Disclosure Document ("FDD"), "AAMCO", "we", and "us" each mean AAMCO Transmissions, LLC, the franchisor. "You" means the person or business entity that buys the franchise rights, and includes your owners if you are a corporation, limited liability company, partnership or other type of business entity.

Our Company

AAMCO has conducted business for over ~~50~~60 years since its formation as a Pennsylvania corporation on November 6, 1963 under the name AAMCO Transmissions, Inc. AAMCO does business as "AAMCO Transmissions" and also "AAMCO Transmissions & Total Car Care". Our principal business address is 410 Horsham Road, Suite 105, Horsham, Pennsylvania 19044. AAMCO has no predecessors. On March 7, 2006, AAMCO became a wholly-owned subsidiary of American Driveline Systems, Inc. ("ADS"), a Delaware corporation, by way of a stock purchase agreement. On December 27, 2016, ADS's then parent company, American Capital, Ltd., entered into an agreement and plan of merger under which all capital stock and equity interests of ADS ultimately were acquired by Transom ADS Holdings Corp. ("Holdco"), at which time Holdco became ADS's parent company. On October 2, 2017, Holdco's then parent company, Transom ADS Holdings LLC, sold all stock and interests in Holdco to Icahn Automotive Service LLC ("IAS"), a Delaware limited liability company with a principal business address at ~~1155 Roberts Blvd~~112 Townpark Drive, Suite ~~175~~250, Kennesaw, GA 30144. Pursuant to an internal restructuring completed in December 2017, Icahn Automotive Service Partners LLC ("IASP"), an affiliate of IAS, became the wholly- owned subsidiary of ADS and 100% owner of AAMCO. On December 29, 2017, AAMCO converted from a corporation to a limited liability company under Pennsylvania law to its current name, AAMCO Transmissions, LLC. IAS and IASP are affiliated with Icahn Enterprises Holding, L.P. ("IEP"), a diversified holding company with a principal address at ~~767 Fifth~~16690 Collins Avenue, ~~Suite 4700, New York, New York 10153~~PH-1, Sunny Isles Beach, Florida 33160. We further describe IASP and certain of our other affiliates later in this Item 1, and we include information in Item 2 about executives of IEP-related affiliates who are directors of AAMCO and IASP, our parent company that may control or direct selected business and franchising activities of the franchisor.

Since 1963, AAMCO has itself and through related entities developed, operated and sold franchises for transmission repair and general automotive repair centers of the type described in this FDD ("AAMCO Centers" or "Centers"). As of the end of our last fiscal year, there were ~~560~~551 total AAMCO Centers operating in the United States and Canada, all but ~~13~~11 of which were franchised (see Item 20). We do not operate businesses of the type being franchised, although one or more of our affiliates did so in the past and resumed doing so again in 2018. We have not offered franchises in any other line of business and do not engage in any other business activities. AAMCO's agents for service of process in various states are listed on Exhibit D attached to this FDD.

AAMCO Franchises We Offer

If you become a franchisee, you will own and operate an AAMCO Center and sell transmission repair services, as well as additional automotive maintenance and repair services we then currently authorize, such as oil and filter changes, brake services, heating and cooling system service, tune-ups, steering and suspension, factory-recommended maintenance, and related services (collectively, "Total Car Care Services" or "TCC Services"), to the general public on both a retail and wholesale level. Before you sign an agreement for franchise rights to an AAMCO Center, you will first enter into a deposit agreement

with us ("Deposit Agreement", attached in form version as Exhibit A-3 to this FDD) under which you will pay an initial deposit that is refundable under certain circumstances (see Item 5). Later, you will sign a franchise agreement with us ("Franchise Agreement", attached in form version as Exhibit A-1 to this FDD) to operate a single AAMCO Center at a location you choose and that we approve. If you are an existing AAMCO franchisee or franchisee owner that currently operates at least one franchised AAMCO Center (an "Existing Franchisee") and have operated an AAMCO Center since October 1, 2006, then instead of signing the Franchise Agreement you will sign an Existing Dealer Additional Center Agreement ("EDAC Agreement", attached in form version as Exhibit A-2 to this FDD).

In the future, we also may offer opportunities for a development agent program through which we will authorize certain qualified candidates that we approve, each within a defined geographic area and according to a mandatory development schedule, to recruit and support new AAMCO Center franchisees before and during the new franchisees' beginning years of operations. If and when we offer a development agent opportunity, we anticipate doing so initially on a limited, test-pilot program basis, and eventually (once perfected after pilot cases) on a uniform basis through a separate disclosure document specific to the development agent offering.

Our Affiliates' Operations and Franchising Experience

This section describes any of our parent companies required to be disclosed in this FDD, our other affiliates that offer or have offered franchises in any line of business, and our other affiliates that currently (or in the future may) provide products or services to AAMCO Centers. Unless indicated otherwise in this section, each of these entities shares AAMCO's same current principal business address.

- Icahn Automotive Service Partners LLC ("IASP"): Our parent company, IASP, is our 100% owner that may exercise control over certain policies and direction of our franchise system. IASP has never operated AAMCO Centers or offered franchises in any line of business, though its subsidiary AAMCO offers franchises as described in this FDD, and its subsidiary Cottman (defined below) previously offered franchises as detailed below.

- American Driveline Centers, LLC ("ADC"): Our affiliate, ADC, previously operated affiliate-owned AAMCO Centers in multiple states outside California between 2010 and 2014, but no longer does. ADC also sold operating assets of many former affiliate-owned centers to new AAMCO franchisees in connection with franchise sales by AAMCO to new franchisees. ADC has never offered franchises in any line of business. ADC converted from a corporation to a limited liability company under Pennsylvania law on December 29, 2017.

- Cottman Transmission Systems, LLC ("Cottman"): Our affiliate, Cottman, authorizes limited trademark licenses for transmission repair and total automotive care service centers under the Cottman® name and related marks ("Cottman Centers"). Cottman or its predecessor(s) previously operated, and otherwise offered, sold and supported franchises for, Cottman Centers between 1962 and January 2018, but no longer does. After ADS acquired AAMCO in 2006, certain franchisees of Cottman Centers elected to convert their franchises to operation as AAMCO Centers, and vice versa. Pursuant to a global agreement in December 2017 with all 51 then-current operators of Cottman Centers, Cottman ceased offering, servicing, or otherwise supporting franchises as of January 15, 2018, and all those operators simultaneously converted to operation as trademark licensees under new trademark licenses that replaced their terminated franchise agreements. Cottman no longer offers, nor does it expect or intend to offer or sell in the future, limited trademark licenses for the development or establishment of any new

Cottman Centers, nor any franchises whatsoever; however, at an existing licensee's request, Cottman may approve a transfer of an existing Cottman Center trademark license from the current licensee to that licensee's independently-identified business purchaser.

- Precision Franchising LLC ("Precision"): Our affiliate, Precision, operates, offers and supports franchises for automotive service centers under the Precision Tune Auto Care® name and related marks ("Precision Centers"). Precision or its predecessors have operated Precision Centers since 1976. Precision has sold franchises for Precision Centers since 2001. As of December 31, ~~2022~~2023, there were ~~230~~224 total Precision Centers in the U.S., ~~199~~201 of which were franchised. Except for Precision Centers, Precision has never operated or offered franchises in any other line of business. Precision's current principal business address is ~~748 Miller Drive, S~~19980 Highland Vista Dr.~~E.~~, ~~Leesburg, Virginia 20175~~Suite 155 Ashburn, VA 20147.

- The Pep Boys – Manny, Moe & Jack Holding Corp. ("Pep Boys"): Our affiliate, Pep Boys, and its subsidiaries operate automotive ~~aftermarket retail parts~~repair and ~~service chain~~maintenance centers under the Pep Boys® name and related marks ("Pep Boys Centers"). Pep Boys or its predecessors have operated Pep Boys Centers since 1921. Pep Boys has never operated or offered franchises in any line of business. Pep Boys' current principal business address is One Presidential Boulevard, Suite 400, Bala Cynwyd, Pennsylvania 19004.

- IEH Auto Parts LLC d/b/a Auto Plus ("Auto Plus"): Our affiliate, Auto Plus, is an automotive aftermarket parts distributor that ~~operates~~operated under the Auto Plus® name and related marks. Auto Plus has never operated or offered franchises in any line of business. Auto Plus ~~shares the same~~has a current principal business address ~~as IAS~~at 112 Townpark Drive, Suite 300, Kennesaw, Georgia 30144. Auto Plus ceased operations on October 6, 2023 (See Item 4).

- AAMCO Retail LLC and subsidiaries (together, "AAMCO Retail"): Our affiliate, AAMCO Retail, develops and operates non-franchised, corporate affiliate-owned AAMCO Centers through four wholly-owned and regionally-focused subsidiaries: AAMCO Northeast, LLC; AAMCO Northwest, LLC; AAMCO Southeast, LLC; and AAMCO Southwest, LLC. AAMCO Retail began developing and operating affiliate-owned locations in April 2018, and was operating ~~13~~11 total affiliate-owned locations nationwide as of December 31, ~~2022~~2023. These locations operated by AAMCO Retail may include and implement certain services, features, and/or designs or procedures being developed or tested on a "pilot basis" for potential future use in franchised AAMCO Centers; therefore, such affiliate-owned businesses may not replicate or approximate the same size, appearance, formats, or other business requirements as franchised AAMCO Centers described in this disclosure document. AAMCO Retail has never operated or offered franchises in any line of business, and it shares a principal business address with AAMCO.

Market and Competition

AAMCO Centers compete with other businesses that repair transmissions and/or provide general automotive repair services, including independent garages and shops, automobile dealerships, service stations, and other branded auto repair chains. Potential customers of AAMCO Centers are owners of various types of automotive vehicles who have transmission or general automotive related problems. The

market is well-developed and competitive. An attraction of an AAMCO Center is that customer demand typically is not seasonal.

Laws and Regulations

In operating your AAMCO Center, you must comply with all federal, state, provincial, municipal, and local laws and regulations applicable to an automotive care business. Exhibit E to this FDD illustrates the types of federal and state laws that might apply to your AAMCO Center, which include automotive repair, tax, employment, environmental, and consumer protection laws. You also must comply with all federal, state, and local laws and rules applicable to your AAMCO Center that may affect businesses generally, including: prohibitions on smoking in public places or requiring the public posting of notices about health hazards (e.g., tobacco smoke or other carcinogens); laws or rules on fire safety, general emergency preparedness, proper use, storage and disposal of waste, insecticides and other hazardous materials, and employee health and safety standards. Exhibit E is not exhaustive, meaning that there may be other laws and regulations beyond those listed that cover automotive repair facilities in your locality. Exhibit E does not take the place of a franchisee's duty to investigate and comply with all applicable laws; you have full responsibility for being aware of and ensuring that your AAMCO Center complies with all applicable laws.

ITEM 2.
BUSINESS EXPERIENCE

~~Vice~~ President ~~of Technology~~ – Bruce Chidsey

Mr. Chidsey ~~is our Vice President of Technology and~~ has been ~~at AAMCO~~our President since ~~September 2007~~April 2023. He previously served AAMCO since 2007 in various executive roles as Vice President of Technology and Vice President of Retail Operations, Automotive Technical Support, Training and New Program Development. ~~Mr. Chidsey also assumed additional leadership and management duties for AAMCO's daily business activities in April 2023.~~ His prior automotive industry background before AAMCO includes experience as Director of Operations with MSX International ("MSX") from April 2005 to August 2007 in Detroit, Michigan, as well as various positions at Pep Boys from January 1971 to January 2005 in Philadelphia, Pennsylvania, including his last position as Vice President of Service Operations before going to MSX.

Vice President of Finance & Treasurer – Anthony Ranfone

Mr. Ranfone has been our Vice President of Finance since May 2023 and our Treasurer since April 2024. He previously served AAMCO since 2017 as an Accounting Manager and Senior Accountant. He was an Assurance Associate and Assurance Senior Associate at Ernst & Young from February 2014 to March 2017 in Philadelphia, Pennsylvania.

Vice President of Law & Secretary – Jordan Zucker

Mr. Zucker has been our Vice President of Law since May 2015 and our Secretary since April 2024. He has served AAMCO and ADS as Acting General Counsel since May 2015, and previously as Associate General Counsel from October 2014 to April 2015. He was an Associate at Greenberg Traurig, LLP from February 2014 to September 2014, and at DLA Piper US, LLP from September 2006 to

January 2014, each in Chicago, Illinois.

Vice President of Dealer Relations, Compliance, and Customer Support – Michael Pekula

Mr. Pekula returned to AAMCO as Vice President of Dealer Relations, Compliance, and Customer Support in April 2023. He previously served AAMCO from 1986 to April 2022 as Director of Consumer Affairs. He was a Deputy Attorney General in the Consumer Protection Division of the Commonwealth of Pennsylvania from 1980 to 1986, in Harrisburg, Pennsylvania.

Vice President of Operations – Dennis Lourenco

Mr. Lourenco has been Vice President of Operations since 2018. He previously served AAMCO since 2016 in roles as Regional Vice President of Operations and Regional Operations Manager. He previously was Director in Training and Area Manager at Bridgestone Tires from July 2014 to July 2016 in Walnut Creek, California, and was District Manager, Regional Director, and Division Operations Specialist for Radio Shack from 2003 to 2014 in Fort Worth, Texas.

Vice President of Franchise Development – Chris DiGuisseppe

Mr. DiGuiseppe has been our Vice President of Franchise Development since May 2023. He previously served AAMCO since June 2016 as Vice President of National Accounts and Regional Vice President of Operations. He was a Senior National Account Manager at Rubbermaid Commercial Products from 2012 to 2016 in Winchester, Virginia.

Director – Scott Collette

Mr. Collette has been a Director since March 2023. He has ~~also~~ been ~~the~~ Chief ~~Executive~~Operating Officer ("~~CEO~~COO") of Pep Boys since February 2024, and has been with the company since February 2023, in Philadelphia, Pennsylvania~~, and~~. Mr. Collette previously was the Chief Operating Officer ("COO") of Menard, Inc. from October 2007 to March 2022 in Eau Claire, Wisconsin.

Director – Michael Pomeroy

Mr. Pomeroy has been a Director since December 2022. He has been the Chief Financial Officer ("CFO") of Pep Boys in Philadelphia, Pennsylvania since December 2022. Mr. Pomeroy also formerly served as CFO for Hollander Sleep in Boca Raton, Florida from October 2020 to October 2022, for RGIS in Detroit, Michigan from October 2018 to October 2020, and for Origami Owl in Chandler, Arizona from October 2017 to October 2018.

Director – Matthew Flannery

Mr. Flannery has been a Director since March 2018. Mr. Flannery also has been Chief Legal & Administrative Officer ~~&~~and Secretary of Icahn Automotive Group, LLC ("IAG"), an affiliate of IASP and the 100% owner of IAS, since November 2019. He previously was Senior Vice President, General Counsel and Secretary of IAG from ~~March 2017 to October 2019, and Senior Vice President and General Counsel of Pep Boys from~~ July 2015 to October 2019, with all IAG positions located in Kennesaw, Georgia. Before joining IAG, Mr. Flannery was Senior Counsel of The Goodyear Tire & Rubber Company in Akron, Ohio from January 2011 to June 2015.

ITEM 3.
LITIGATION

Pending Actions:

Chambers v. Montileone Industries, Inc. and AAMCO Transmissions, Inc. (Circuit Court of St. Louis County, Missouri, Case No. 16SL-CC03885, Div. 9). On October 15, 2019, the Plaintiff, individually and on behalf of a purported class of similarly situated consumers, filed a First Amended Petition adding AAMCO as a co-defendant in this action originally filed against a former franchisee. Plaintiff alleges that defendants, now including AAMCO, misrepresented auto repair services performed on customer vehicles at the former franchisee's center by replacing original transmissions with salvaged transmissions. Plaintiff asserts claims for fraud and negligent misrepresentation, seeking unspecified economic damages and injunctive relief to enjoin the allegedly unlawful business practices. ~~AAMCO answered~~On October 27, 2023, Plaintiff filed a motion for class certification that AAMCO opposed. AAMCO anticipates trial in 2024 as solely related to the ~~complaint~~Plaintiff, and no other putative class members have emerged or been identified by Plaintiff's counsel as of this document's issuance date in order to populate a class of allegedly harmed consumers. AAMCO will continue vigorously defending itself in all aspects of this matter ~~that remains in discovery as of this document's issuance date~~.

AAMCO Transmissions, LLC v. Silverking Business Corporation, et al. (JAMS Arbitration Ref. #1450007758, filed July 12, 2021 in Philadelphia, Pennsylvania). AAMCO filed arbitration against respondent former franchisees to recover past due royalty, marketing, and other fees after respondents abandoned their franchised center. On May 12, 2022, respondents asserted counterclaims for alleged breaches of contract, implied contract and the covenant of good faith and fair dealing, California state franchise laws (Cal. Corp. Code §§ 31000 and §§ 20000, et seq.), and unjust enrichment. Respondents contend that AAMCO failed to provide them required services and documents, wrongfully terminated the franchise, and made misrepresentations about brand-related support and proprietary know-how; they seek relief including rescission of the franchise agreement, unspecified damages, and cost and fee recovery. AAMCO responded on May 26, 2022, denying the alleged counterclaims in full. On August 15, 2022, the parties agreed to stay the arbitration after completing written discovery and pending settlement discussions ~~that are still ongoing as of this document's issuance date~~. In August 2023, the parties reached a settlement in principle. AAMCO has not paid, nor ~~plans~~expects to pay, respondents as part of ~~any potential future resolution and will continue vigorously defending against all alleged counterclaims~~resolving the parties' dispute.

Concluded Actions:

Morristown Transmissions, LLC et al. v. 2 JOS, LLC, et al. (Morris County, NJ, Superior Court, No. MRS-L-2079-12; Removed to United States District Court for the District of New Jersey, Docket No. 2:14-CV-02912-CCC-JBC). On October 2, 2013, the former franchisee plaintiffs brought claims against the immediately preceding former franchisees that sold the franchised center's assets to plaintiffs (the "Sellers"). While the Sellers were the principally-targeted defendants, plaintiffs also alleged breach of contract, breach of good faith and fair dealing, tortious interference with contract, conversion, unjust enrichment, fraud, negligence, rescission and civil conspiracy against AAMCO. The complaint did not specify a damages amount against AAMCO. On May 8, 2014, AAMCO successfully removed the case to federal court and later defeated plaintiffs' motion to remand back to state court. AAMCO answered the complaint, denying all allegations. On September 10, 2015, the Sellers filed a Chapter 7 bankruptcy petition with the United States Bankruptcy Court, District of New Jersey, and were later discharged from any claims or liability asserted in this litigation. The parties settled the matter in May 2018 through Court-ordered mediation, including plaintiffs receiving $200,000 from AAMCO and certain of its current or former affiliates, and the case was dismissed with prejudice.

Thomas Reddoch v. AAMCO Transmissions, Inc. and American Driveline Systems, Inc., (JAMS Arbitration Ref. # 145003619, filed April 16, 2015); Donald Saylor v. AAMCO Transmissions, Inc. and

American Driveline Systems, Inc. (JAMS Arbitration Ref. #1450003620, filed April 16, 2015). Two former franchisees filed separate arbitrations against AAMCO and ADS, each alleging breach of contract and fraud in connection with the purchase and operation of their respective franchises. Claimant Reddoch alleged damages of approximately $784,000, and claimant Saylor alleged damages of approximately $960,000. AAMCO denied any liability for the former franchisees' claims, and filed counterclaims against both for breach of the franchise agreements to recover unpaid fees, breach of the post-term covenant not to compete against Reddoch, and breach of a promissory note against Saylor. AAMCO sought damages in the arbitrations of not less than $160,000 from Reddoch, and not less than $87,000 from Saylor. These filed arbitrations were preceded by two failed lawsuits (one dismissed in April 2014, the second dismissed in September 2015), brought by the same opposing counsel on behalf of other former and current AAMCO franchisees, that asserted similar past allegations for unspecified damages. Instead of continuing to arbitrate, the above-named claimants joined with certain of those former litigants to mediate as a group with AAMCO in January 2017. On May 25, 2017, the mediating parties entered into a settlement agreement that resolved all claims, counterclaims, and any other alleged grievances among the parties on or before the date of mediation (the "Group Resolution"). The Group Resolution did not include admission of liability by AAMCO or by any group member for existing or threatened claims, or an itemized distribution of settlement funds to individual group members; however, each of Reddoch and Saylor would have received about $70,000 as a pro-rata share of the total group settlement payment AAMCO made to the group's counsel for the group's benefit, if that payment was distributed evenly among the group members. Among other conditions of resolution, group members Reddoch, Saylor, and Adeniyi (see below in this Item 3) dismissed with prejudice their existing actions.

Asimiyu Adeniyi and Robert Jones v. AAMCO Transmissions, Inc. et al. (Circuit Court of Maryland for Baltimore City, Case No. 24-C-15-004704, filed September 11, 2015). Two former franchisees alleged violations of Maryland law, fraud, and negligent misrepresentation in connection with plaintiffs' purchase and operation of AAMCO franchises. Plaintiffs sought over $10 million compensatory and $6 million punitive damages, plus costs and fees. On January 11, 2016, defendants filed a motion to dismiss the complaint and compel arbitration pursuant to the terms of the franchise agreements. Plaintiffs did not respond to that motion. On January 28, 2016, the court notified the parties that it would dismiss the case without prejudice for lack of jurisdiction if the plaintiffs did not file a motion showing good cause why the case should not be dismissed. Plaintiff Jones voluntarily dismissed all his claims on August 24, 2016. Plaintiff Adeniyi mediated with other alleged, similarly-situated claimants and participated in the Group Resolution discussed above in this Item 3. As part of the Group Resolution, Adeniyi dismissed this action with prejudice on May 31, 2017, and received an undisclosed share of the total group consideration paid to and distributed by opposing counsel to the group members.

Virginia Corporation Commission v. AAMCO Transmissions, Inc. (Case No. SEC-2012-00042). The Commonwealth of Virginia Corporation Commission, Division of Securities and Retail Franchising ("Securities Division") asserted that AAMCO violated the Virginia Retail Franchising Act (the "Virginia Act") by omitting from its 2010 and 2011 franchise disclosure documents information concerning the bankruptcy proceeding of the prior employer of AAMCO's former President, Marc Graham, when he was the executive of that prior employer a few years earlier. Without admitting fault or the Securities Division's conclusions, AAMCO voluntarily entered into a Consent Order with the Securities Division on June 11, 2013, under which AAMCO agreed not to violate the Act in the future, and agreed to pay $10,000 in monetary penalties.

In the Matter of AAMCO Transmissions, Inc. (Order No. S-12-0916-12-CO01, State of Washington Department of Financial Institutions-Securities Division ("Securities Division"), entered October 15, 2012). The Securities Division had asserted that AAMCO violated the Washington Franchise

Investment Protection Act (the "Washington Act") by omitting from its 2011 franchise disclosure document a statement that American Capital is a "parent" of AAMCO, contact information for a Washington franchisee whose centers AAMCO's corporate affiliate had reacquired during 2010, and information concerning the bankruptcy proceeding of the former employer of AAMCO's former President, Marc Graham, when he was an executive of that entity a few years earlier. Without admitting fault or the Securities Division's conclusions, AAMCO waived its right to a hearing and judicial review and voluntarily entered into a Consent Order with the Securities Division dated October 10, 2012. Pursuant to the Order, AAMCO agreed not to violate section 19.100.170, (the anti-fraud provision of the Washington Act), and for three years not to claim any exemption from the franchise registration provisions in section 19.100.030 of the Act.

States v. AAMCO Transmissions, Inc. In the States of Iowa, Louisiana, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, Pennsylvania, Tennessee, Texas, Washington, West Virginia and Wisconsin, AAMCO agreed to undertake a defined standard for monitoring its franchisees in those states through categorizing and tabulating complaints received from customers of franchisees, and taking defined follow-up actions as needed. Separate judgments with identical substantive terms were entered on February 18, 1987 in courts of each state capital. No findings of any violations of law were entered.

In the matter of the Agreed Case Between the People of the State of California and AAMCO Transmissions, Inc. No. 479197, Superior Court of the State of California for the County of San Diego. A final judgment pursuant to the statement of the agreed case was entered on December 14, 1981, concerning advertising procedures in the State of California.

In the matter of the State of Illinois against AAMCO Transmissions, Inc. (File No. 79-CH-3706) Circuit Court of Cook County, Illinois; finding by stipulation that AAMCO failed to provide a prospective franchisee with a copy of the required disclosure statement within the required time; judgment was entered by consent on August 2, 1979; AAMCO agreed to pay a civil penalty of $2,000 and to comply with requirements of the Illinois Franchise Disclosure Act.

In the matter of the Application of the State of New York against AAMCO Transmissions, Inc., et al. File No. 9973, issued on December 6, 1967, Supreme Court of the State of New York, County of Queens; final judgment entered by consent; judgment governs the advertising, servicing and repair of transmissions by AAMCO in the State of New York and requires AAMCO to maintain a compliance program; no findings were entered.

State of Minnesota against AAMCO Automatic Transmissions, Inc., et al. File No. 638539, issued on October 26, 1967, District Court for the Fourth Judicial District, State of Minnesota, County of Hennepin; permanent order entered by consent without findings; order governs the advertising, servicing and repair of transmissions in the State of Minnesota and requires AAMCO to maintain a compliance program for its franchisees.

Franchisor-Initiated Actions

AAMCO initiated the following actions below against existing or former franchisees on or after January 1, ~~2022~~2023, typically seeking to recover past-due amounts and damages related to franchisees' abandonment of their franchised centers and other payment delinquencies, as well as enforcement of former operators' non-competition obligations to AAMCO (where necessary).

AAMCO Arbitrations to Recover Amounts Due from Franchisees:

~~**AAMCO Transmissions, LLC v. Kavanjit Kaur, JAMS Arbitration Ref. #1450008127, filed on February 7, 2022 before JAMS in Philadelphia, Pennsylvania.**~~

~~**AAMCO Transmissions, LLC v. Jonathan Moffa, et al., JAMS Arbitration Ref. #1450008207, filed on March 15, 2022 before JAMS in Philadelphia, Pennsylvania.**~~

~~**AAMCO Transmissions, LLC v. Putnam Transmission Corporation, et al., JAMS Arbitration Ref. #1450008576, filed on October 25, 2022 before JAMS in Philadelphia, Pennsylvania.**~~

~~**AAMCO Transmissions, LLC v. Adrian Stupar, JAMS Arbitration Ref. #1450008593, filed on November 9, 2022 before JAMS in Philadelphia, Pennsylvania.**~~

~~**AAMCO Transmissions, LLC v. Bill Bell Jr., American Arbitration Association ("AAA") Case No. 01-22-0005-4308, filed on December 29, 2022 before the AAA in Philadelphia, Pennsylvania.**~~

AAMCO Transmissions, LLC v. Gerd Anderson, AAA Case No. 01-23-0001-1940, filed on March 21, 2023 before the AAA in Philadelphia, Pennsylvania.

AAMCO Transmissions, LLC v. ~~**Steven Mullet**~~KAS Enterprises International Inc., et al., JAMS Arbitration Ref. #1450008996, filed on July 26, 2023 before JAMS in Philadelphia, Pennsylvania.

AAMCO Transmissions, LLC v. William Gleason, et al., AAA Case No. ~~**01-23-0001-1942**~~01-23-0003-4354, filed on ~~**March 21**~~July 28, 2023 before the AAA in Philadelphia, Pennsylvania.

AAMCO Transmissions, LLC v. A Plus Tech, Inc., et al., JAMS Arbitration Ref. #5450000508, filed on September 13, 2023 before JAMS in Philadelphia, Pennsylvania.

AAMCO Transmissions, LLC v. Mark Balkovic, AAA Case No. 01-23-0004-0943, filed on September 15, 2023 before the AAA in Philadelphia, Pennsylvania.

AAMCO Court Actions for Court Orders to Collect Unpaid Arbitration Awards:

AAMCO Transmissions, LLC v. ~~**Hoang Transmissions, Inc.**~~James Olson, Case No. ~~**222**~~2:23-cv-~~**04265**~~3862, filed on October ~~**26**~~4, ~~**2022**~~2023 in the United States District Court for the Eastern District of Pennsylvania.

~~**AAMCO Transmissions, LLC v. LJ Automotive, LLC, et al., Case No. 22100556, filed on October 6, 2022 in the Court of Common Pleas, Philadelphia County.**~~

AAMCO Court Actions to Enforce Non-Compete Obligations against Franchisees:

AAMCO Transmissions, LLC v. ~~**Up To Parr**~~410 Motorworks, LLC, et al., Case No. ~~**8:22**~~3:23-cv-~~**3212**~~04905, filed on ~~**December 13**~~August 17, ~~**2022**~~2023 in the United States District Court for the District of ~~**Maryland**~~New Jersey.

AAMCO Transmissions, LLC v. William Gleason, et al., Case No. 2:24-cv-300, filed on January 22, 2024 in the United States District Court for the Eastern District of Pennsylvania.

Except as disclosed above, no litigation is required to be disclosed in this Item.

ITEM 4.
BANKRUPTCY

In January ~~of~~ 2023, our affiliate Auto Plus and certain of its related affiliates (the "Auto Plus Entities") filed voluntary petitions (the "Chapter 11 Cases") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") seeking relief under Chapter 11 of Title 11 of the United States Code. ~~In the course of the Chapter 11 cases,~~The Auto Plus ~~has commenced~~Entities have completed a process to sell substantially all of ~~its~~their assets pursuant to Section 363 of the Bankruptcy Code. On October 6, 2023, ~~subject to approval by~~ the ~~Bankruptcy Court~~Chapter 11 Cases were discharged and the Auto Plus Entities ceased doing business.

Besides our affiliate's bankruptcy above, no other bankruptcy information is required to be disclosed in this Item.

ITEM 5.
INITIAL FEES

All initial fees described below in this Item 5 are fully earned by AAMCO when paid, are uniformly applied, and, unless otherwise described below, are not refundable.

Deposit Agreement

Initial Deposit under Deposit Agreement

Before you sign a Franchise Agreement, you will sign the Deposit Agreement under which you will pay us an "Initial Deposit" along with submitting your completed franchise application. The Initial Deposit is $20,000 for a new applicant who does not own an existing AAMCO Center and intends to open a new location after signing the Franchise Agreement (a "New Franchisee").

We will refund 100% of your Initial Deposit if we reject your franchise application outright. We will refund 25% of the total Initial Deposit you paid us (up to $5,000 for New Franchisees), and keep the remainder, if we conditionally approve your application but you later fail to satisfy the conditions of the Deposit Agreement (including failing to sign a Franchise Agreement). However, if later you are unable to sign a Franchise Agreement because you cannot obtain financing, and you demonstrate same to us according to the terms of the Deposit Agreement, then we will refund your entire Initial Deposit.

When you sign a Franchise Agreement, we will credit the entire amount of your paid Initial Deposit towards: (a) fees due to us (for example, the initial License Fee for a new franchise, or mandatory equipment purchases from us or our affiliates under the Center Opening Package (defined below)); and (b) costs (if applicable) we incur relating to your transaction.

Despite the above, no Initial Deposit will be due from an applicant seeking to purchase an existing AAMCO Center. (Note however, while not imposed on you by AAMCO, outgoing selling

franchisees often include the cost of their franchise transfer fee (see Item 6) as part of their third-party asset sale price that they independently negotiate to receive from an incoming buyer of the Center's equipment and business assets.) Also, Existing Franchisees applying for an additional franchise, and applicants seeking to convert an existing automotive business to an AAMCO Center, may pay a different amount for the Initial Deposit (see below in this Item 5).

Franchise Agreement

Initial License Fee

You will pay us a one-time initial franchise license fee ("License Fee", also sometimes called an initial franchise fee) when you sign each Franchise Agreement for an AAMCO franchise. We will credit toward the License Fee any amounts you have previously paid for the Initial Deposit discussed above. The total amount of our standard License Fee is $39,500 for a New Franchisee. As we describe further below in this Item, you may be eligible to pay a reduced amount on the total License Fee if you are already an Existing Franchisee or you otherwise qualify for a then-current incentive program.

The License Fee is payable in two installments: (a) the Initial Deposit due under the Deposit Agreement ($20,000 for New Franchisees); and (b) the remaining balance due when you sign your Franchise Agreement (balance of $19,500 for New Franchisees). Except as provided under the Deposit Agreement for some or all of the Initial Deposit, the License Fee is not refundable under any circumstances.

- Existing Franchisee Incentive Programs

If you are an Existing Franchisee purchasing an additional franchise, then your total License Fee payable will be $17,500, including $5,000 for the Initial Deposit due to us when you sign the Deposit Agreement and the remaining $12,500 balance due to us when you sign the Franchise Agreement. However, if you open the additional Center for regular operations within one (1) calendar year after you sign the Deposit Agreement for that new Center, then AAMCO will: (i) waive the additional $12,500 balance of the License Fee that would otherwise be due for that Center, (ii) grant you a reduced royalty fee of 5% of the Center's Gross Receipts (rather than the current standard ongoing royalty fee) during the first 15-year franchise term of that Center's Franchise Agreement, and (iii) apply your $5,000 Initial Deposit paid under the Deposit Agreement toward your Security Deposit due under the Franchise Agreement (described below in this Item 5) to fulfill payment of the Center's first Security Deposit when opening the new Center. To be clear, if you do not open the additional new Center within one (1) calendar year after signing the Deposit Agreement, then you must pay AAMCO the $12,500 balance of the License Fee when due under the Franchise Agreement, you will pay the standard 7.5% ongoing royalty fee on the Center's Gross Receipts throughout the term of the Franchise Agreement (instead of receiving a reduced royalty during the first 15- year term), and you must pay the standard $5,000 Security Deposit when due under the Franchise Agreement.

We also may, in our discretion, introduce new incentive program offers during the fiscal year that include reduced initial License Fees available exclusively to Existing Franchisees in good standing with us (as we solely determine) who are interested in purchasing an additional franchise. In the past, we have offered such programs on a limited basis or specified volume of new franchise sales. If we elect to offer such a program, we will notify the current network of all Existing Franchisees in advance and in writing about the benefits, conditions, and restrictions on the incentive offer before or upon initiating the program.

- VetFran Program

We are a member of the International Franchise Association ("IFA") and participate in the IFA's VetFran Program (the "Vet Fran Program"), which provides a discount on initial franchise license fees to veterans of U.S. Armed Forces who are buying their first AAMCO Centers and otherwise meet the requirements of the program. For a qualified veteran participating in the Vet Fran Program and buying his or her first franchise, we will reduce the amount of the initial License Fee by $8,000 on the first center from the amount otherwise due from a New Franchisee. To qualify, veterans must provide us with adequate documentation of honorable discharge, and the prospective franchisee must be at least 51% owned by the veteran participating in the Vet Fran Program. Qualifying veterans will pay the same Initial Deposit amount as a New Franchisee, with the Vet Fran Program discount applied to the balance of the initial License Fee due upon signing the Franchise agreement. Veterans participating in the Vet Fran Program who wish to transfer (i.e. re-sell) the franchise before opening the Center must pay us the portion of the initial License Fee that we waived under the program ($8,000) as a condition of transfer.

- Conversion Program

In its sole and absolute discretion, AAMCO may offer owners of independent transmission shops or licensees of other branded chains, including existing Cottman Center franchisees, the opportunity to become AAMCO franchisees. For new conversion franchisees of non-Cottman-branded facilities, AAMCO will reduce the License Fee to $17,500, of which $10,000 will be payable as the Initial Deposit under the Deposit Agreement and credited toward the License Fee due with the Franchise Agreement. For new conversion franchisees of existing Cottman Centers, AAMCO will waive the entire cost of the License Fee and the Initial Deposit. Conversion franchisees (whether of a Cottman Center or other facility) converting to an AAMCO Center will need to update the physical appearance of (and/or expand) their facilities, purchase required center design and opening packages, and fulfill other requirements as directed by AAMCO. The applicable requirements will depend on the current status of each conversion facility seeking to become an AAMCO Center.

Business Coach Fee for New Franchisees

Because training and operational support are essential to operating an AAMCO Center, we provide New Franchisees with an on-site business coach ("Business Coach") to stand side-by-side with you and deliver intensive onsite training for up to 5 total weeks (whether consecutive or periodic) at your Center. This training by a Business Coach is in addition to any training that you or your personnel may receive at AAMCO University (defined below). New Franchisees pay a fee for the Business Coach program of $10,000, due and payable upon signing the Franchise Agreement. The Business Coach fee is not refundable.

Grand Opening Advertising

You must pay us a lump-sum, non-refundable $~~3,000~~5,000 to be used for grand opening promotions for the Center before and around the Center's opening (the "Grand Opening Advertising Program"). Payment for the Grand Opening Advertising Program is due when you sign the Franchise Agreement. AAMCO will coordinate with you to determine how these funds will be used, such as for online marketing, direct mail campaigns, or television or radio ad placement to promote the Center.

Security Deposit

You must pay us a $5,000 "Security Deposit" when you sign the Franchise Agreement. We use the Security Deposit, as necessary, for customer claims and other sums that may accrue and become payable under the Franchise Agreement. The Franchise Agreement authorizes us, without waiving any of our other rights and without providing advanced notice to you, to apply some or all of your Security Deposit toward curing a default by your AAMCO Center. You must immediately replenish the Security Deposit up to the total amount specified above after receiving notice from us. If you sell your AAMCO Center with our consent, and the buyer assumes your warranty obligations and pays us a new Security Deposit, then upon your written request (that includes a forwarding address) we will return any unused portion of the Security Deposit to you within 90 days. Otherwise, we will retain your Security Deposit for up to 3 years after your Franchise Agreement terminates or expires and apply the funds toward any costs of customer warranty work that we or any AAMCO Center incurs arising from prior work performed by your AAMCO Center, or otherwise toward other unpaid amounts due to AAMCO or any of its affiliates under the Franchise Agreement. After 3 years following termination or expiration of your Franchise Agreement, we will refund any then-remaining amounts of the Security Deposit to you upon your request. Existing Franchisees under an incentive program offer may be eligible to receive credits toward first fulfillment of the Security Deposit using other initial amounts described above; still, each will be obligated to replenish the Security Deposit throughout the franchise term as required by the Franchise Agreement.

New Center Opening Package – Purchases Required from AAMCO

You must purchase certain required equipment, supplies, office furniture, signage, and Center design items (collectively, "Center Opening Package") before you open and begin operating a new AAMCO Center. We list all items currently included in the Center Opening Package in an exhibit to the Franchise Agreement, and we will communicate to you further details about product specifications, pricing, ordering and delivery of these items, if we conditionally approve your application and you sign the Franchise Agreement. Some items included in the Center Opening Package must be purchased from us (or our affiliates, as we may designate), while other items may be purchased from us or from a third party supplier. (See Items 7 and 8) The following categories of items included in the Center Opening Package must be purchased from "AAMCO only" and total about $11,000 to $~~33,500~~36,500 of required purchases from us: about $7,500 to $~~30,000~~33,000 for required signage; about $2,950 for our prescribed point-of-sales system ("POS System") called the AAMCO Management System (or "AMS"), including the initial license and first 3 months of support; and about $500 for required sales materials (including branded items) at the Center.

The amounts specified above exclude the "Grand Opening Advertising" expenses separately discussed above in this Item 5 that are also payable to AAMCO and may be listed on the Center Opening Package form, as well as any additional required products you might need to purchase from us if you choose to staff your Center with a master transmission rebuilder rather than outsourcing replacement transmission purchases or rebuild services to qualified third parties. Because our current standard franchise offer assumes a Center without a transmission builder on staff, we do not deem these costs as required purchases for a new franchisee.

Your required purchases from AAMCO mentioned in this subsection will be arranged with AAMCO before or while you attend the initial training program, and will be due as invoiced to you and not refundable. All required purchases by franchisees from us or our affiliates have been determined by AAMCO, in its commercially reasonable business judgment, for protection and advancement of AAMCO Centers and our franchise system and network.

Range of Pre-Opening Fees in Prior Fiscal Year

During our most recently completed fiscal year, franchisees signing the Franchise Agreement paid or committed to pay between $5,000 and $~~210,160~~165,507 in total pre-opening fees as we describe above. (These amounts include Initial Deposits applied to initial License Fees under those franchise agreements, where applicable.)

ITEM 6.
OTHER FEES

Column 1 Type of Fee	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
FRANCHISE			
Franchise Fee (Note 1)	7½% of Gross Receipts (Note 2)	Weekly on Tuesdays for prior week	Gross Receipts are gross sales (cash receipts), as further defined in Note 2
ADVERTISING			
National Creative Advertising Fund contribution	$150 per month	Due on the 1st day of each month	Amount determined by National Creative Committee. See Item 11
Local Advertising (Notes 3 and 4)	Greater of 4% of weekly Gross Receipts or $400/week (or 5% of Gross Receipts or $500 in top 20 markets), inclusive of Pool dues ($200 - $876/week; Pool average $550/week) for active Pools, where applicable	Pool dues level established by relevant Pool; expended on ongoing basis if no active Pool; shortfall between required spend and Pool dues must be spent by individual center	Amount varies by Pool. Top 20 population markets are as determined by Nielsen Media Research. See Note 4 and Item 11
Internet Directories	$23.10 per quarter for yp.com platinum ad	Quarterly	Placed by a national yellow pages agency we authorize
Web Page Fee(s)	Annual cost of third party URL provider, plus $35/year processing fee	Annually, on or about the date we submit the order for the URL	Excludes site design or maintenance costs, which may vary by complexity required. See Note 7
1-800-GO-AAMCO	$125 initial connection, plus $0.25/minute per call ~~in~~ (U.S. ~~(or~~	When billed	See Item 11

(Note 1)	~~$0.55/minute in~~and Canada)		
National Advertising Brand Awareness Program	$30 per month	Monthly, upon billing	Email and digital messaging to center consumers, payable by franchisee beginning January 2025 (AAMCO and NCC-funded in 2024)
Remote Call Forwarding Telephone ~~Numbers~~Number	About $~~500~~400/year for ~~5 numbers~~1 number, plus adjustable usage fees at about $0.06/minute	When billed	See Note 8
SOFTWARE, SYSTEMS & TECHNOLOGY			
POS System Software – Initial License	$2,499	When billed	Paid to us. See Note 9 and Items 8 & 11
POS System Software – Support	$149/month, plus tax	When billed	Paid to us
MISCELLANEOUS			
Express Cash Processing Fee (Note 1)	1.38% of central billed, national fleet account approved repair order amount (amount subject to prime rate and number of participating Centers)	Fee deducted from payment	Enables participating Centers to receive payment within 5 business days. See Note 5
Recruiting Requisition Fee	$250 per requisition	As incurred	Payable if you request prospective job candidate(s) for you to independently evaluate and/or hire to work at your Center; You alone make all hiring decisions
Reputation Management Fee	$50 per month	As incurredPayable to us for cost of your Center's inclusion in chainwide online reputation monitoring program administered by third party	

Intershop Warranty Work	Other Center's costs incurred for warranty work (parts plus labor)	Immediately to the other Center for honoring warranty	See Note 6, and also Item 8
Indemnification	Will vary under circumstances	As incurred	You will indemnify us against all losses arising from your violation of the franchise agreement or third party claims concerning the Center's operation
Unauthorized Telephone Number Transfer Charge	$250 per day	As incurred	Payable to us if you transfer, or attempt to transfer, Center's phone number to another name or business after termination
Interest	18% per year (1.5% per month)	When billed	Payable on outstanding balances owed to us
Late Fees	$~~10~~100 per week per late report	When billed	Payable on each report not timely received
Bank Fee	$65 per transaction	When billed	Payable to us for incurred costs of your failed or returned EFT payment (e.g., for insufficient funds in your account)
Audit	Costs of audit, plus 3 times amount of underpayment, plus interest on underpayment	When billed	Payable if audit reveals understatement of at least 2% of Gross Receipts. Other amounts due arising from underage are in addition to our other remedies.
Transfer Fee	$6,000	Before Center transfer	Payable when you sell Center. No charge to add owners or transfer to entity you control (except to come current on all amounts due to us).

Notes to Item 6 table:

1. Unless indicated otherwise in the table above or in the notes below, all fees are imposed by and payable to AAMCO, are non-refundable, and we impose them uniformly. We require you to remit all fees to us through electronic funds transfer ("EFT") from a bank account you designate,

as described in the Franchise Agreement.

2. The standard Franchise Fee for new Centers is 7.5% of Gross Receipts. "Gross Receipts" include all revenue from all services from the franchise location. Gross Receipts do not include sales tax. We may pay a portion of Franchise Fees we receive to third parties, such as a broker. Purchasers of some existing AAMCO Centers may be eligible, for a limited time, to inherit from the selling franchisee a lower Franchise Fee depending on the selling franchisee's then existing arrangement with AAMCO at the time of the sale. We also may offer to Existing Franchisees limited opportunities to acquire new franchise locations (see Item 5), or to acquire and operate certain Centers that we deem to be underperforming, in consideration for which we may offer discounts or other conditional allowances (rebates) on the Franchise Fees payable to us during all or part of the franchise term. Currently, if an Existing Franchisee acquiring an additional franchise opens the new Center for regular operations no later than one (1) calendar year after signing a Deposit Agreement for that new Center (see Item 5), then that Existing Franchisee may receive a reduced Franchise Fee of 5% during the first franchise term and other discounts or offsets against initial payments due.

3. These fees are paid to the local advertising cooperative pool (an "Advertising Pool" or "Pool") that shares costs of local advertising with other franchisees in the Designated Market Area ("DMA") as defined by A.C. Nielsen Company, which may periodically change. Fees paid to Pools typically include internet pay-per-click ("PPC") campaigns at a regional level, which in the past we implemented on a national level subject to each Pool's ability to opt out in favor of a Pool-driven regional campaign.

4. If no local Pool exists for your Center, or if the Pool votes not to implement a required advertising buy, then you must spend weekly a minimum amount for local advertising in your area or pay AAMCO a weekly advertising fee. If your AAMCO Center is in one of the top 20 markets as determined by A.C. Nielsen, then you must spend an amount equal to the greater of 5% of your Gross Receipts or $500. In all other markets, the weekly amount is equal to the greater of 4% of Gross Receipts or $400. If payable to AAMCO, this fee is due weekly at the same time as the Franchise Fee. The advertising obligation will not apply to franchisees in the AAMCO Center network as of October 1, 2006 who belong to an active Pool and purchase an additional AAMCO Center.

5. The AAMCO Express Cash Program enables participating AAMCO Centers to receive payment for central billed national fleet accounts within 5 business days after submission of the required paperwork. You will pay AAMCO a processing fee equal to a percentage (currently 1.38%) of the amount approved for payment by the AAMCO national fleet account. The amount of the processing fee depends on the prime rate and the number of AAMCO Centers participating in the program; the processing fee may increase if the prime rate increases. AAMCO may not change the processing fee more than once per calendar quarter.

6. These fees are imposed by AAMCO and payable to other AAMCO Centers.

7. To maintain uniformity in the AAMCO System, you may not establish a web site or internet address (top line domain name) for your AAMCO Center unless AAMCO obtains it and owns the internet address and top line domain name or URL. AAMCO will pass along the initial and ongoing costs of a third-party provider for such top line domain name and may also charge you a ~~the~~ related processing fee, as specified in the table above. These charges are independent of web site development or hosting fees that you may pay to other third parties.

8. AAMCO will obtain on your behalf up to 5 remote call forwarding telephone numbers ("RCF

Numbers"), which you must pay for, that will be used at your Center. These (and only these) numbers will be used in various advertisements (such as telephone directories, print ads, etc.); the RCF Numbers allow AAMCO to track the success of each given form of advertisement.

9. The initial license fee for our ~~newly introduced~~current POS System, AMS, will not apply to conversion franchisees or to Existing Franchisees already using our ~~current or legacy~~currently prescribed software at another AAMCO Center. ~~We will also provide you with one copy, at no additional charge, of our proprietary "Filemaker Pro" software to use as part of the POS System; however, if you run software on multiple computers, then you may need to acquire additional "Filemaker Pro" software licenses for each additional computer for $86.90/year per license.~~

ITEM 7.
INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT [1]

Column 1 Type of expenditure [2]	Column 2 Amount [3]	Column 3 Method of payment	Column 4 When due	Column 5 To whom payment is to be made
Initial License Fee [3, 4] (including credit of Initial Deposit received under Deposit Agreement)	$39,500	Installments	Upon Signing Franchise Agreement	AAMCO
Business Coach Training [3]	$10,000	Lump Sum	Upon Signing Franchise Agreement	AAMCO
Grand Opening Advertising Expenses [3]	~~$3,000~~$5,000	Lump Sum	Upon Signing Franchise Agreement	AAMCO
AAMCO Security Deposit [3]	$5,000	Lump Sum	Upon Signing Franchise Agreement	AAMCO
Travel Expenses for Training Program [4]	$2,000 - $4,000	As incurred	Before opening	Third Parties
~~Type of expenditure [2]~~	~~Amount [3]~~	~~Method of payment~~	~~When due~~	~~To whom payment is to be made~~
Real Estate & Utility Deposits [5]	$14,000 - $43,000	As incurred	Before opening	Landlord, Utility Companies, other Third Parties
Type of expenditure [2]	Amount [3]	Method of payment	When due	To whom payment is to

				be made
Leasehold Improvements [6]	$9,700 - ~~$13,700~~$16,700	As arranged	As arranged	Landlord, other Third Parties
Signs [7] (included in Center Opening Package, See Item 5)	$7,500 - $~~30,000~~33,000	As agreed	Before opening	AAMCO
Shop Equipment, Supplies, Lifts & Installation (included in Center Opening Package, See Item 5), plus freight & taxes [8]	$78,400 - $98,000	As agreed	As Arranged	AAMCO and Third Parties (See Item 5)
POS System – Acquisition [9]	$2,500	Lump Sum	Before opening	AAMCO
POS System – 3 months Access/Support [9]	$500	Installment	Monthly	AAMCO or Supplier we designate (See Item 6)
Computers and Phone System – Hardware [10]	$6,500 - $10,000	As incurred	As arranged	Suppliers you choose (may include AAMCO)
Office Furniture [11]	$5,500 - $7,000	As incurred	As arranged	Suppliers you choose (may include AAMCO)
Sales Materials [11]	$500 - $1,000	Lump Sum	Before opening	AAMCO
Miscellaneous Costs & Professional Fees [12] (Legal and Accounting Advice, Personnel recruitment, etc.)	$4,000 - $10,000	As incurred	As arranged	Third Parties
~~Type of expenditure [2]~~	~~Amount [3]~~	~~Method of payment~~	~~When due~~	~~To whom payment is to be made~~
~~(Legal and Accounting Advice, Personnel recruitment, etc.)~~				
Insurance	$1,500 -	As incurred	Before opening	Third Parties

	$2,500			
Column 1 **Type of expenditure** [2]	**Column 2** **Amount** [3]	**Column 3** **Method of payment**	**Column 4** **When due**	**Column 5** **To whom payment is to be made**
Advertising Costs [13] (13 weeks)	$4,700 - $13,500	As agreed	Periodically (weekly or monthly) and as arranged	AAMCO, Ad Pool, regional monthly internet search program (or national program if applicable), and Yellow Page agency
Additional Funds [14]	$40,000 - $60,000	As incurred	As arranged	Suppliers and other Third Parties
TOTAL ESTIMATED	~~**$234,800**~~ **-$236,800**			
INITIAL INVESTMENT[15, 16]	**$~~353,200~~361,200**			

NOTES TO TABLE:

1. Description of Investment. The table above represents the estimated initial investment range for a New Franchisee to open a new AAMCO Center. If you purchase an existing AAMCO Center, your initial investment may vary based on various factors, including possibly reduced fees and start-up costs, or your independent negotiations with the seller from whom you agree to acquire assets relating to the franchised business. For purposes of this table, we round the estimated amount to the nearest $100.

2. Amounts Generally Not Refundable. Except as indicated above in Item 5 or in this Item 7, none of the initial investment amounts above are refundable from AAMCO and should not be assumed to be refundable from third parties once paid. We make no representation regarding your ability to obtain refund terms with third parties you deal with in establishing your AAMCO Center. However, amounts imposed by third parties might be refundable, in whole or in part, based on your independent negotiation of purchase and refund terms with the vendor. For example, security deposits on real property or equipment leases often are refundable by the lessor according to agreed-upon conditions of the property lease or applicable law where your Center will operate.

3. Initial License Fee and Other Pre-Opening Payments to AAMCO. Our current standard License Fee (i.e. initial franchise fee) is $39,500 for a New Franchisee purchasing a new AAMCO Center. Existing Franchisees buying an additional franchise, VetFran prospects, or conversion franchisees may pay a reduced amount upon satisfying certain conditions, as described in Item 5 above in this FDD. The License Fee is due in 2 installments: first in the form of the Initial Deposit payable when you submit a franchise application and sign the Deposit Agreement, and the remaining balance due when you sign the Franchise Agreement. The initial License Fee is non-refundable, except for: (i) the refundable portion of the Initial Deposit under the Deposit Agreement; and (ii) the potential refundability of some or all of the

Security Deposit, if included as part of an incentive program offer that may be in effect (see Item 5). We also further describe the Initial Deposit, the initial License Fee, the Business Coach training Fee, the Grand Opening

Advertising Expense, and the AAMCO Security Deposit (each payable under the Franchise Agreement) above in Item 5. (See Item 5) At our option, we may pay portions of pre-opening amounts we receive from you to a third party referral source or a service provider we designate, including brokers.

4. Expenses to Attend Training. We do not impose a separate fee for attending the initial training program at AAMCO University, except for transferees of existing Centers who do not pay the standard License Fee and may be assessed $3,000 to attend training. While most franchisees do not pay an initial training fee, you will be responsible for all travel and living expenses for 1 person to attend all required training sessions. These costs typically include airfare, lodging, car rental or taxi/valet service, meals, and other related costs of business travel. Your specific costs will depend on distance the trainee must travel and type of accommodations you choose, and will increase if you elect to send more than 1 trainee to initial training.

5. Real Estate Costs. The estimates above assume you will lease the premises for an AAMCO Center rather than purchase the building or real property. When you lease the premises of an AAMCO Center, you will pay monthly rent as independently agreed with the landlord, and possibly other sums mandated by your lease. You will be required to pay your landlord at least one month's security deposit, while some landlords may require additional sums. Premises of a typical AAMCO Center usually covers 3,500 to 5,000 square feet, with a minimum of 4 lifts, and are located in a commercial area on a main or secondary street. The rental cost estimate above uses the following assumptions: (a) four months' rent (security deposit to landlord plus 3 months' rent during post-opening operations); (b) rental premises between 3,500-5,000 square feet; and (c) $0.75 to $1.60 per square foot per month. If you decide to buy the land and building for an AAMCO Center rather than lease the premises, many factors could impact the cost of your acquisition and development of the real property, such as geography, current market conditions and financing rates, environmental concerns, local zoning requirements, site conditions, property size and type, and architectural demands and building materials. Also, if you purchase the premises, you may pay a loan secured by a mortgage on the building and land, the terms of which can vary, depending on amount financed, loan duration, interest rate, and other conditions of financing you are able to obtain.

6. Leasehold Improvements. Amount includes costs for site survey, electrical work, the installation of our required interior design package, painting, furnishings, and related leasehold improvements. This estimate does not include any structural changes and may vary depending on the particular location. If you choose to design and construct your Center, the final cost of construction will vary depending on factors such as land acquisition cost, size, and type of building, and construction materials used; in addition, you will be required to have the design of the Center approved by AAMCO. You may need to make and pay for leasehold improvements.

7. Signs and External Center Image. You are required to comply with our Center identity and image requirements that we prescribe for the AAMCO Center network. You must buy your signs AAMCO as listed in an exhibit to the Franchise Agreement, and AAMCO will provide you with specifications for paint colors and other design items for the Center that you may purchase from third party vendors. Sign costs vary widely depending on your building and local requirements, such as building codes in a particular municipality. Installation, shipping, and tax costs for signage are separate from purchase costs. The estimated costs of signage in the table include performance of a sign survey. A site survey is also typically needed to assess the premises and enhance the build-out and design of the center, where applicable.

8. Shop Equipment, Supplies & and Other Items. You must buy certain shop equipment, fluids, diagnostic devices, and other supplies and inventories from AAMCO and other suppliers we recommend or have approved. These specified purchases are listed as part of the Center Opening Package (See Item 5 and Appendix 9.2 of the Franchise Agreement.) The exact cost of one or more items in the Center Opening Package may vary depending on, among other things, how many bays/lifts are in your Center, the specific brand or model of equipment, pricing at the time of your Center purchase, and other factors. The estimate herein provides you with the basic equipment to operate a 6 bay Center starting with 6 lifts, as well as cost of installation of the lifts. AAMCO may adjust the costs of items included in the Center Opening Package to reflect pricing changes by suppliers before actual shipment of the equipment. The low end of the range for required shop equipment assumes that you will elect not to staff a master transmission rebuilder at the Center and instead choose to outsource transmission replacement purchases or reconstruction services to a qualified third party supplier. While our experience generally indicates, and we believe, that an AAMCO Center may operate more efficiently and cost-effectively without staffing a re-builder on the premises, nonetheless you may choose (solely at your option) to staff a master transmission builder at your Center. Therefore, the high end of the range includes over $13,000 in "Builder-Only" costs that a New Franchisee should anticipate incurring if it elects to staff a master builder and provide necessary supplies to the builder, as well as additional shipping and freight costs of about $6,000. "Builder-Only" costs we deem to include items like a costly transmission cleaning machine (over $5,000), transmission parts shelves and boxes, additional technical guides and resources, and other fixtures (See Appendix to Franchise Agreement).

9. POS System, Access/Support, and Reference Materials. Amount includes a license to for the current point-of-sale software and system ("POS System") called AMS that we require for a new AAMCO Center (see Exhibit A-12) and 3 months' of ongoing monthly usage fees. The one-time acquisition and ongoing support fees for the POS System might vary if you are an Existing Franchisee purchasing an additional franchise, for conversion franchisees, or if you are purchasing a resale of an existing AAMCO Center. (See Item 6). You must comply with the terms and conditions of the license agreement for our current POS System (current form attached as Exhibit A-12 of this FDD). ~~If you run the POS System on more than one computer, then you will need a license for FileMaker Pro software for each additional computer costing $86.90 annually per computer.~~ You will also need to purchase all equipment, and/or subscribe to a reliable Internet access provider, in order to use the POS System. We are ~~nearing the conclusion of~~concluding this year a network-wide process whereby all existing AAMCO Centers have converted (or will convert imminently) to operations under our proprietary ~~state-of-the-art~~ POS System platform, which all new, re-sale, and conversion franchisees will use immediately. If you acquire an existing AAMCO Center that ~~operates~~operated on a legacy system that AAMCO no longer authorizes or supports, then when you begin operating the Center we will assist you in converting to the current POS System platform (See Item 11 under the heading "Computer System"). Our ~~new~~prescribed current POS System package incorporates touch screen functionality, so you may want to purchase a touch screen monitor for use at the Center in order to maximize the POS System's capabilities. These amounts also include access to an online library of instructional and technical software and reference materials that we make available to all AAMCO Centers as a feature of the POS System.

10. Computer & Phone Hardware. The equipment list appendix to the Franchise Agreement lists approximately $5,000 in recommended IT package equipment, and about $1,500 in phone system equipment, that is built into this estimate. AAMCO's current equipment requirements include at least 3 personal computers and 2 printers, along with peripherals. Costs may vary depending on the hardware and supplier you choose, as well as internet service. ~~You also need a fax machine.~~

11. Office Furnishings, Interior Design, and Sales Materials. You must follow our prescribed requirements for office furnishings and interior design purchases and specifications for AAMCO Centers.

These purchases include includes point of sale displays, chairs and furnishings, service cubicle and counter, posters, banners, etc. Most of these items are included in the Center Opening Package list; some items must be purchased from AAMCO (such as branded sales materials), while the remainder you can purchase from AAMCO or from another third party supplier as long as the item meets AAMCO's specifications for interior design and appearance of the office and other areas of the Center.

12. Miscellaneous Opening Costs. These costs estimate recruitment and pre-opening costs you may incur with respect to recruiting personnel to staff your independently franchised Center, business license fees, and fees for attorneys, accountants, and other financial advisors that you might engage concerning your franchise investment decision and starting up your Center's business. You must register your business with the local, county and/or state governmental agencies applicable to you and comply with their fictitious name and other requirements.

13. Advertising Costs – 3 months. Estimate covers 3 months of National Creative Advertising contributions at the rate of $150 per month; 13 weeks of estimated weekly payments to your local advertising Pool (range from $200 per week to $876 per week, or about $550 per week on average); and 3 months of telephone/Internet directory advertising that averages about $545 per month. (See Items 6 and 11.)

14. Additional Funds. This estimates the funds needed to cover your initial expenses for the first 3 months of operation (other than the items identified separately in the table). It includes payroll and your incurred costs for interviewing and hiring other Center personnel, but not any draw, salary or living expenses for you. The 3-month period does not identify a point at which your Center will "break even," which we cannot and do not guarantee in any manner. This amount is only an estimate, and you may find it helpful or necessary to have additional sums available, whether in cash or through a bank line of credit, or other assets which you may liquidate or against which you may borrow, to cover other expenses and any operating losses you may sustain, whether during your start-up and development stage or beyond. Your costs will depend on factors like how well you follow AAMCO's methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for the services you offer; the prevailing wage rate; competition; and the sales level that you reach during the initial period.

15. Considerations Regarding Total Initial Investment. Unless indicated otherwise in the table above, the figures provided in this Item 7 estimate describe your initial investment up to the opening of your Center and through its first 3 months of operation. They do not provide for your cash needs to cover any financing you incur or your other expenses. You should not plan to draw income from the operation during the start-up and development stage of your Center, the actual duration of which will vary from franchisee to franchisee (and which may extend for longer than the 3 month "initial phase"). We cannot guarantee that you will not have additional expenses starting your AAMCO franchised business. The amount of necessary reserves will vary greatly from franchisee to franchisee, may be more than the "Additional Funds" amount shown above, and will depend upon many factors, including the rate of growth and success of your Center, which in turn will depend upon factors such as the demographics and economic conditions in the area in which your Center is located, competition, your ability to operate efficiently and in conformance with our procedures, methods of doing business and.

16. Experience and Basis of Estimates. To compile these estimates, AAMCO relied on its current and prior personnel's experience in franchising and assisting, and periodically operating, AAMCO Centers for over ~~50~~60 years (since our founding in 1963). You should review these figures carefully with a business advisor before you make a decision to purchase this franchise.

ITEM 8.
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as described below, currently there are no goods, services, supplies, fixtures, equipment~~,~~, inventory, computer hardware and software, real estate or comparable items related to establishing or operating an AAMCO Center that you must buy or lease from us (or an affiliate), from designated or approved suppliers, or according to our standards and specifications.

Obligations to Purchase or Lease Generally

AAMCO determines all standards, specifications and requirements for the equipment, including diagnostic and technical equipment, supplies, parts, and assembly sets that you may use in your AAMCO Center or sell to customers. You will conduct the business of the Center according to our prescribed, mandatory standards and specifications for operation of an AAMCO Center ("System Standards"). System Standards may regulate, among other things, the: (1) types, models, and brands of required equipment, supplies, fixtures, furniture, furnishings, and operating assets you use at the Center; (2) products, services or processes that you must use or offer at the Center, including trademarked items (for example, sales materials, multi-media content, or signage); (3) inventory requirements for some or all items; (4) designated and approved suppliers (including and/or limited to us and our affiliates) of specified items and services; and (5) unauthorized and prohibited products, services and/or suppliers that you may not use or offer at an AAMCO Center. We describe our System Standards in the Operator's Manual, or they may be communicated to you in other written or electronic form. We may modify our Operator's Manual at any time, and on a periodic basis as we deem necessary, and those changes become effective upon publication to AAMCO franchisees.

We have the absolute right to limit the suppliers with whom you may deal. We may restrict your sources of products and services now and in the future in order to protect our trade secrets, assure quality, assure a reliable supply of products that meet our standards, achieve better purchase terms and delivery service, control usage of our trademarks, and monitor the sale of products and services at AAMCO Centers. If we, at our option, limit your source(s) of certain items to us, our affiliates, and/or other specified exclusive or approved sources, then you must acquire those items only from the limited source(s) at the prices we or they decide to charge. Any purchases you make from us and our affiliates, whether required or voluntary, may be at prices exceeding our costs. The suppliers may include us and our affiliates, and you agree to use commercially reasonable efforts to utilize our affiliates as the primary supplier of items where our affiliates are competitive in terms of price and service compared with the same or similar items available from other qualified suppliers. For some items, we or our affiliates may be the sole supplier so long as such items are competitive in terms of price and service compared with substantially the same items available from other qualified suppliers. We will list all designated and approved suppliers (including us and our affiliates) in our confidential operations and policy manual(s) (collectively, the "Operator's Manual") or otherwise communicate them to you in writing. We may periodically revise this list at our discretion.

Required Purchases from Specified Sources

AAMCO requires that each Center operate with a minimum of required equipment and supplies that you will receive upon signing the Deposit Agreement with us. The required equipment is broken into two categories: (i) "Required - must purchase from AAMCO;" and (ii) "Required - may purchase from AAMCO." Items listed under "Required - must purchase from AAMCO" must be purchased only from/through AAMCO (unless prohibited by state law); whereas those items listed under "Required - may purchase from AAMCO" must also be used at your Center, but may be purchased from AAMCO or a third party as long as the item meets our standards and specifications. In addition, Appendix 9.2 lists a third category of equipment and supplies entitled "Optional" which includes items that may, but do not have to be, purchased for the Center (whether from AAMCO or a third party).

As mentioned above and previously in Item 5, certain items in the Center Opening Package must

be purchased only from AAMCO. These products include signs, the proprietary POS System, technical information system software and reference materials, sales materials (books, brochures, stickers, branded office supplies, posters, etc.), and support in executing the Grand Opening Advertising program for the Center.

Additionally, we have approved certain third party suppliers to provide required items on the Center Opening Package that to AAMCO Centers (provided the items are not ones that "must be purchased from AAMCO". Currently, you may acquire the following items from suppliers we have authorized or approved to deal with AAMCO franchisees: transmission parts; TCC parts and accessories; insurance policy coverage; payroll services; uniforms; automotive lifts; diagnostic equipment; online marketing and pay- per-click services; and telephone and online directory listings.

We estimate that your product purchases from approved suppliers and according to our specifications will represent approximately 90% of your total product purchases in establishing the Center, and approximately 95-100% in the continuing operation of the Center. We also estimate that your product purchases from us or our affiliates will represent approximately 25% of your total product purchases in establishing the Center, and approximately 25-50% of your total product purchases in the continuing operation of the Center.

Approval Process for New Proposed Suppliers or Goods

If you intend to purchase or lease for use at the Center any product or service (from the "Required - may purchase from AAMCO" or "Optional" lists), or any other item for which we prescribe specifications but have not designated or approved one or more suppliers, then you must first submit a written request for our approval of that particular item or new supplier. We may require you to submit detailed specifications on the product you are looking to purchase. AAMCO may issue changes and/or additions to the required equipment/supply lists at any time and from time to time, as it sees fit. When we issue new or updated product specifications, lists of approved suppliers or required items, you must make any additional purchases of equipment and/or supplies needed to comply with such changes or additions.

AAMCO's criteria for evaluating and approving suppliers depends on the particular item the supplier is providing. If AAMCO has such criteria in written format, then upon your request for us to approve an item for use with the franchise system, AAMCO will provide the criteria to you. AAMCO's review of any third-party item may be conducted through or with a designated or approved supplier we authorize to conduct testing and evaluation of new suppliers and/or items you request to use at the Center. This review may include a thorough examination of the product and testing to determine the product's fitness, which may include actual field testing and comparison of the product to similar products that we specify. This review, for which there is no charge, usually takes 45-60 days. AAMCO also has a designated supplier program for branded supplies and parts with Transtar Industries that we describe below. AAMCO will provide franchisees with written notice 30 days in advance if the approval for any supplier is being revoked.

Web Sites, Internet, Advertising and Social Media

To maintain uniformity in the AAMCO System, you may not establish a web site or use an internet address (top line domain name) for your AAMCO Center that includes any of the AAMCO trademarks. We own the AAMCO web site and top line domain name. We pass along to you the cost of any third party expenses related to obtaining a top line domain name and may also charge you an annual processing fee of up to $35 to maintain this top line domain name. See Item 6.

You may not use any advertising or marketing materials until we have authorized them in writing. You must comply with our social media policy that we develop and periodically update in connection

with your use of technology-based social networking, including without limitation online comment boards, blogs and Internet sites such as Twitter, Facebook and YouTube.

Purchasing Arrangements and Suppliers

We negotiate purchase arrangements with several suppliers, including price terms, for the benefit of franchisees and all AAMCO Centers. In negotiating purchase arrangements with suppliers, AAMCO seeks to promote its franchise system's overall interests and its interests as the franchisor. We do not provide material benefits (e.g., cash payments, franchise fee reduction, or granting additional franchises) to a franchisee based on a franchisee's purchase of particular products or services or use of particular suppliers.

During our last fiscal year, we received approximately $~~$1,504,000~~1,111,000 in total revenues from directly selling or leasing equipment, products, supplies, services, and technology to franchisees of AAMCO Centers, which comprised approximately ~~4.1~~2.9% of our total revenues of $~~$36,420,000~~38,348,000. Our affiliates, Pep Boys and Auto Plus, separately received a total of approximately $~~$837,000~~231,000 in revenue from product sales to franchisees during our last fiscal year.

Although, as described above, we are the only approved vendor for certain products that you must purchase, we may receive revenue or other material consideration from certain vendors or suppliers we approve for use by the AAMCO Center network. In our last fiscal year, we or our affiliates received such consideration from suppliers that totaled approximately ~~2.5~~1.2% of our revenue. These arrangements typically are based on either a flat amount or on a percentage of total network purchases from the supplier.

AAMCO does not have purchasing or distribution cooperatives available for every franchisee at this time. However, as noted in Item 1 above, our other affiliates through common ownership by IAS and its related companies may provide automotive products or services to AAMCO franchisees in the future. Except for IAS-related subsidiaries or affiliates, none of our officers own an interest in any required, recommended or approved supplier.

AAMCO Warranty Program

You agree to participate in AAMCO's warranty program by honoring all AAMCO Center warranties and service agreements wherever and whenever issued and to comply with all program policies and procedures. You will reimburse other AAMCO franchisees who do warranty repairs for your customers, and you will be reimbursed by other AAMCO franchisees when you do warranty work on their customers' vehicles. If you purchase an existing Center or one that was recently re-opened, you may be required to honor warranties sold and issued by former franchisee of that location (or a different location if there was a change of address within that same market) without receiving reimbursement). We determine the reimbursement rate. You may not extend any warranties not approved by AAMCO to your customers for work that you perform or with respect to parts that you sell or install. (Franchise Agreement - Sections 14.1, 14.2 and 14.3)

Insurance

Our AAMCO Operator's Manual (which we will update periodically) specifies all then-current types and minimum amounts of insurance coverage required for your Center that you must maintain. If you fail to obtain and maintain any required insurance coverage, then we may purchase it on your behalf at your expense.

You must purchase insurance against all types of public liability, for example, garage liability,

garage keeper's legal liability, garage keeper's direct primary coverage and workers' compensation insurance. You also must provide coverage for AAMCO Transmissions, LLC as an additional named insured. The amounts of coverage required is no less than $1,000,000 per occurrence, bodily injury and property damage combined. The dollar amounts listed as required for insurance coverage are only minimums; you should have a professional evaluate the amount of coverage needed for your particular situation. You may purchase this insurance from any reputable source that is licensed to do business in the state.

If you enter into a lease for the real property of your Center's premises, the lessor may require you to purchase additional insurance policies.

ITEM 9.
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you to find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 1.2, 4, 6.1, 8 of Franchise Agreement; Lease Rider	Items 7, 8 and 11
b. Pre-opening purchases/leases	Sections 2, 5.3, 8, 9.1, 9.2, 9.3, 9.5 of Franchise Agreement	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 1.2, 4, 8, 9.1, 9.2, 9.3, 9.5 of Franchise Agreement; Lease Rider	Items 7, 8 and 11
d. Initial and Ongoing Training	Sections 1.1, 5.1, 5.2, 7.1, 7.2, 8, 18.2, 19.1 of Franchise Agreement	Items 6, 7 and 11
e. Opening	Sections 1.2, 2, 4, 5.1, 5.2, 5.3, 7.1, 8 of Franchise Agreement	Items 7 and 11
f. Fees	Sections 2, 5.1, 5.3, 8, 10, 11, 14.2, 15, 17, 18.2 of Franchise Agreement	Items 5, 6, and 11
g. Compliance with standards and policies/Operator's Manual	Sections 5, 7.1, 7.2, 8, 9.1, 9.2, 9.3, 9.5, 14, 16, 20 of Franchise Agreement	Items 8 and 11
h. Trademarks and proprietary information	Sections 1.1, 7.1, 7.2, 8, 9.5, 13, 15, 20 of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 1.2, 5.1, 5.2, 7.1, 7.2, 8, 14.3, 16 of Franchise Agreement	Item 8, 11, 12 and 16

j. Warranty and customer service requirements	Sections 5, 8, 9.4, 14, 19.2 of Franchise Agreement	Items 8 and 11
k. Territorial development and sales quotas	Sections 1.1, 1.2, 6.2, 8 of Franchise Agreement	Items 12 and 16
l. Ongoing product/service purchases	Sections 5.2, 7.1, 7.2, 8, 9.1, 9.3 of Franchise Agreement	Item 6, 8 and 11
m. Maintenance, appearance and remodeling requirements	Sections 1.1, 4, 5.1, 5.2, 8, 9.5 of Franchise Agreement	Item 7, 8 and 11
n. Insurance	Sections 12.1, 12.2 of Franchise Agreement	Items 6, 7 and 8
o. Advertising	Sections 8, 10, 11, 18.2 of Franchise Agreement	Items 6, 7 and 11
p. Indemnification	Section 12 of Franchise Agreement	Item 6
q. Owner's participation/ management/staffing	Introduction, Sections 5.1, 5.2, 7.1, 7.2, 8, 12.3, 18.1, 24 of Franchise Agreement	Items 11 and 15
r. Records and reports	Sections 7.1, 8, 10, 15, 17 of Franchise Agreement	Item 6
s. Inspections and audits	Sections 8, 10, 15, 17, 19.1 of Franchise Agreement	Item 6 and 11
t. Transfer	Sections 8, 17, 18, 19 of Franchise Agreement	Item 17
u. Renewal	Sections 3 and 19 of Franchise Agreement	Item 17
v. Post-termination obligations	Sections 19 and 20 of Franchise Agreement	Item 17
w. Non-competition covenants	Sections 19 and 20 of Franchise Agreement	Item 17
x. Dispute resolution	Sections 21, 23, 26.1-26.7, 27 of Franchise Agreement	Item 17

ITEM 10. FINANCING

AAMCO does not offer direct or indirect financing and we do not guarantee your note, lease, or obligation. In the past, we have extended financing to purchasers of existing Centers to facilitate the transfer of ownership to an interested third party buyer. However, we do not anticipate doing so for New Franchisees going forward, or according to any standard terms and conditions. AAMCO is listed on the SBA's Franchise Registry as complying with SBA's franchise eligibility guidelines. The Registry allows franchisees to enjoy the benefits of a streamlined review process for SBA loan applications. We may facilitate your introduction to potential lenders through an authorized vendor of a lender-matching

software platform, but we cannot determine whether you will be able to obtain third-party financing for all or any part of your investment. If you are able to obtain financing, we cannot predict the terms of that financing. Currently, we do not receive direct or indirect payment from any person or persons in exchange for their obtaining or placing financing for you.

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

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

Pre-Opening Assistance: Before you open your business, AAMCO or its designee will:

1. Make recommendations for a suitable Center location. (Franchise Agreement - Section 6.1) AAMCO will also review your site application for a new Center. In this approval process, AAMCO considers demographics, vehicle populations, neighboring uses, and physical characteristics of the location, including building size and suitability and access to traffic. Your proposed site must have capacity for at least 4 automotive lifts and approximately 3,500-5,000 square feet and sufficient parking spaces for customers. AAMCO's approval of your site is not a guarantee of your expected future results or success in operating an AAMCO Center at that site or any other location.

   With our assistance, you select the site for your AAMCO Center within a location zone established as a metropolitan statistical area by the U.S. Office of Management and Budget ("Statistical Area"). You must obtain written approval from AAMCO for the site before securing any purchase or leasehold contracts for the location or undertaking any construction-related activities. AAMCO does not provide you with an exclusive territory or area. (See Item 12) Site approval is also part of the franchise application approval process for conversion franchises.

   Under the Deposit Agreement, you will select and propose, and we must approve, a site for the location of your Center. You must submit to us a site package that contains all information we may request regarding a proposed site for the Center. We will have up to 14 days to approve or disapprove the site. If we approve your proposed site, as stated in Item 12, the ultimate decision and final responsibility are yours on whether to accept the site and (if applicable) premises lease. If you own or later acquire the real estate where you locate your AAMCO Center, you must give us the option to lease the location from you on the same terms that you formerly leased the location or, if not applicable, on commercially reasonable terms. If we do not approve a site before the expiration of the Deposit Agreement, then the Deposit Agreement will expire according to its terms (as described above in Item 5) unless we and you sign a written extension.

   Additionally, you must give us a right of first refusal to purchase or lease the real estate on the same terms as any third party offer regarding the real estate unless, following the sale, you will continue to operate your AAMCO Center under a lease with the buyer of the real estate. We generally do not own Center sites and then lease those premises to our franchisees.

2. Sell you equipment, inventory, and supplies. (Franchise Agreement — Section 9.2 and Appendix 9.2)

3. Sell you AAMCO signage. (Franchise Agreement — Section 9.5)

4. Assist in the layout of your Center and equipment. (Franchise Agreement – Section 6.1(b))

5. Sell you a copy of our existing point-of-sale software. (Franchise Agreement, Section 10; see also "Computer System" in Item 11.)

6. Sell you our existing technical programs and products. (Franchise Agreement – Section 5.2)

7. Assist you in recommended techniques for identifying and evaluating Center personnel. (Franchise Agreement – Sections 5.1 and 6.1)

8. Furnish you with a copy of our instructional and training materials to provide guidance in the methods, procedures, and techniques of operating an AAMCO Center. (Franchise Agreement – Section 6.1(c))

9. Lend you a copy of, or provide you electronic access to, the manual that we produce and publish (the "Operator's Manual"). The Operator's Manual includes, among other things, the business procedures, technical advice, policies and procedures, and rules and regulations for the operation of the Center. (Franchise Agreement – Section 7.1) The Operator's Manual also contains proprietary and confidential information. AAMCO may modify or update the Operator's Manual, including the required equipment list (Appendix 9.2 of Franchise Agreement) contained in the Operator's Manual, at any time and from time to time during the franchise term. There are 256 total pages in the Operator's Manual as of the date of this FDD. Exhibit I to this FDD includes the current table of contents of our Operator's Manual.

10. We will train you and any other person who signs the Franchise Agreement with you at AAMCO's Operator's School and through the Business Coach training program. We may designate a qualified third party to provide training programs on our behalf. (Franchise Agreement – Sections 5.1 and 6.1)

If you become a franchisee for a new Center, then you must attend AAMCO's "Operator's Training School" at AAMCO University before you open the Center for business. AAMCO does not charge a fee for this training to New Franchisees, whether your Center will be a new outlet or you will take over operation of a pre-existing AAMCO Center. If you are a New Franchisee purchasing a pre-existing Center, then you must attend AAMCO's Operator's Training School at AAMCO University as soon as practicable after signing your purchase and sale agreement for the Center and the Franchise Agreement, and in any case before we will approve you to begin operating the Center, and pay the required Training Fee (currently $3,000). (Franchise Agreement – Section 5.1).

AAMCO's 4 week Operator's Training School, conducted over a consecutive 4-week period, includes intensive training in the operation of an AAMCO Center, including management skills and methods, and does not teach mechanical skills. The instructional materials used during the Operator's Training School currently include the Operator's Manual, handouts, online projects or programs on AAMCOU.com, and related materials we may specify. If you do not satisfactorily complete this Operator's Training School, then we may terminate your Franchise Agreement. Operator's Training School is conducted on an as-needed basis, but is typically offered monthly. You must pay all costs to attend this training, including travel, lodging, food, and personal expenses, which we conduct at AAMCO University in Newnan, Georgia (see Item 7) or another suitable location we may designate. The following provides an overview of our Operator's Training School curriculum:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Class Pre-Requisite Work	0	5	Your Location
Introduction and Overview	2	0	AAMCO U in Newnan, Georgia (or other location we designate)
Service System Procedures	22.5	0	AAMCO U in Newnan, Georgia (or other location we designate)
Operations/KPI Management	13.5	0	AAMCO U in Newnan, Georgia (or other location we designate)
Technical Services	4	0	AAMCO U in Newnan, Georgia (or other location we designate)
Recruiting	9	0	AAMCO U in Newnan, Georgia (or other location we designate)
Customer Relations/Consumer Affairs	3	0	AAMCO U in Newnan, Georgia (or other location we designate)
Workflow Procedures/Quality Control	4	0	AAMCO U in Newnan, Georgia (or other location we designate)
Center Computerization	12	0	AAMCO U in Newnan, Georgia (or other location we designate)
Intershop	1	0	AAMCO U in Newnan, Georgia (or other location we designate)
National Fleet	3	0	AAMCO U in Newnan, Georgia (or other location we designate)
Business-to-Business Sales	3	0	AAMCO U in Newnan, Georgia (or other location we designate)
Advertising and Marketing	7.5	0	AAMCO U in Newnan, Georgia (or other location we designate)
Consumer Financing	2	0	AAMCO U in Newnan, Georgia (or other location we designate)
Accounting	6.5	0	AAMCO U in Newnan, Georgia (or other location we designate)

Parts Sourcing	7.5	0	AAMCO U in Newnan, Georgia (or other location we designate)
Pricing	2.5	0	AAMCO U in Newnan, Georgia (or other location we designate)
Management skills – personnel	22	0	AAMCO U in Newnan, Georgia (or other location we designate)
Management skills – P&L Management	20	0	AAMCO U in Newnan, Georgia (or other location we designate)
In-field training	0	35	AAMCO Center we authorize
Business Coach training (for new franchisees)	0	200 hours (5 weeks)	Your Center (occurs during first 3 months of your Center's operations)
TOTAL	**145 hours**	**240 hours**	

John Bethune directs all training programs for AAMCO University since April 2017. Mr. Bethune has been involved in automotive aftermarket businesses for over ~~32~~35 years, including as an AAMCO Center franchisee from 1987 to 2008 in and around Orlando, Florida. Mr. Bethune became a multi-unit AAMCO franchisee, operating 2 centers at his peak ownership and ~~3~~4 total centers during his franchisee tenure, and he was elected by his fellow franchisees to lead local advertising programs. After successfully running AAMCO Centers and selling those businesses to successor franchisees, he remained in the industry and became Director of National Accounts for Transtar, a major aftermarket parts supplier, from 2008 to 2016. Earlier in his career, he was an educator in New Zealand and ~~Australia.~~South Africa

As we note in the training program chart above, for franchisees who are new to the AAMCO network, during the first quarter after you open your Center, AAMCO will provide an intensive 5-week Business Coach training program at your AAMCO Center for you and your staff. We describe the Business Coach training fee in above in Items 5 and 7. Business Coach training is conducted by our personnel or qualified third parties we designate who report to the Dean of AAMCO U. This training will be conducted during normal business hours and will not interfere with your Center operations. Business Coach training includes training in: personnel recruiting, policies and procedures, computer training and set-up, Center marketing; manager training; customer relations; accounting procedures; vendor establishment; and other topics relating to an AAMCO Center.

AAMCO reserves the right to modify the subjects and adjust the actual hours dedicated to each subject of our training programs at any time and according to your individual needs and operations.

While you are responsible for hiring your employees, AAMCO may offer assistance for recruiting a customer service manager ("CSM") and technicians for your Center. Any CSM you appoint for the Center must attend AAMCO's 1-week training program no later than 3 months after CSM begins working at the Center, which we conduct at various regional locations we designate (for example, hotels, AAMCO U, etc.) periodically during the year. There is no charge for this training, but you must pay the CSM's travel and living expenses. (Franchise Agreement – Section 5.2)

AAMCO may require that you attend additional training courses. AAMCO will determine whether or not you have to attend additional training based on the effectiveness of your compliance with

AAMCO's policies and procedures. You will pay the expenses of any additional training, including transportation and room and board. (Franchise Agreement – Sections 5.1 and 5.2)

Ongoing Assistance and Support

During the operation of your Center, AAMCO will:

1. From time to time, provide you with business information, literature, and materials to assist you in improving the operations of your Center. (Franchise Agreement – Section 6.1(e))

2. Advise and consult with you during usual business hours on matters relating to the operation of your Center. (Franchise Agreement – Section 6.1(f))

3. Advise you of any new developments or improvements in the AAMCO System. (Franchise Agreement – Section 6.1(g))

4. Assist you by providing technical consulting services via telephone, online and in various media, including online, print, or electronic communications. (Franchise Agreement - Section 5.2(b))

5. Assist in the design of advertising promoting the business and services of AAMCO Centers. (Franchise Agreement – Section 6.1(j))

6. Make available to you AAMCO's experience, guidance, and counseling about national, regional, and/or local advertising in electronic and/or print media. (Franchise Agreement – Section 6.1(i))

7. Provide you with advice and assistance in customer relations through staff located in AAMCO's home office and reached by a toll-free telephone number. (Franchise Agreement – Section 6.1(e))

8. Offer continuing training opportunities from time to time for you and your employees. You are responsible for all expenses incurred as part of this additional training. (Franchise Agreement – Section 5.2)

9. Provide you any updates to the Operator's Manual. (Franchise Agreement – Section 7)

10. Maintain a 1-800-GO-AAMCO computerized Center locator service that connects retail customers to their local AAMCO Center. (Franchise Agreement – Section 6)

11. Offer you the opportunity to participate, at your option, in our national fleet accounts program. If you choose to participate, then you must perform repair work for fleet account customers at the prices and issue warranties other service terms we have previously negotiated with the fleet account. We manage fleet accounts through a centralized and direct billing system. (Franchise Agreement – Section 16)

Advertising Fund and Services

You must contribute to our network-wide advertising fund (the "National Creative Advertising Fund" or "Fund"), which is used, among other things, to create and place advertising and to secure endorsements or other national affiliations for use by all AAMCO Centers. The National Creative Advertising Fund will be used to meet any and all costs of maintaining, administering, directing, creating, conducting, and preparing marketing, public relations and promotional programs and materials, engaging media placement agencies, and conducting any other activities that we believe will enhance the image of the System. This includes, among other things, the costs of preparing and conducting media marketing campaigns; marketing research; public relations activities; developing and maintaining our website; employing marketing or public relations agencies; and providing promotional and other marketing materials and services to the Centers operated under the System. However, we will not use the Fund principally for the solicitation of new franchisees for AAMCO Centers.

Our National Creative Committee ("NCC") determines the amount of the contribution to the National Creative Advertising Fund, selects the advertising agency and approves the commercials made. The NCC has ~~18~~17 current members. The NCC consists of the President of NADA, 3 representatives from AAMCO's management selected by AAMCO, and ~~14~~13 franchisees. ~~11~~Certain members are elected for 4-year terms by existing members of the National Creative Committee, and ~~3 members~~others each serve a 1-year term. Because AAMCO selects only 3 of ~~18~~the members of the National Creative Committee, AAMCO does not control the decisions of the National Creative Committee. The Chairman of the National Creative Committee is always an AAMCO franchisee.

AAMCO collects contributions to the Fund from each AAMCO Center. The NCC must allocate contributions to the Fund solely to advertising and promotion of the "AAMCO" name and of goods and services sold under the "AAMCO" name. AAMCO's finance department provides accounting and administrative services to the NCC. The Fund is audited tri-annually by an outside accounting firm**.** You may upon request obtain a copy of the bi-annual audited financial statement from the Chairman of NCC. While AAMCO has in the past advanced funds to the NCC at the NCC's request without interest, it has no obligation to loan money to the NCC on any terms.

AAMCO periodically advances funds to the NCC to cover the cost of advertising, which allows the NCC to occasionally spend more funds in a given year than it collects from AAMCO Centers. In years when the NCC spends less than it collects, it either uses the unspent funds to reimburse AAMCO for any previous advances, or rolls these amounts into subsequent fiscal years. No portion of the Fund is used to sell additional franchises. NCC determines the contributions to the Fund. AAMCO Centers that we or our affiliates own and operate contribute to the Fund on the same basis as third-party franchisees. As of the date of this FDD, the monthly Fund contribution is $150 per month for each AAMCO Center. The committee has the right to increase this amount as needed.

During our last fiscal year ending December 31, ~~2022~~2023, NCC collected approximately $~~1,100,000~~1,000,000 and spent approximately $~~1,210,000~~800,000 (including certain reserves from prior years) as follows: ~~52~~11% for production of advertisements and other promotional materials, ~~43~~65% for marketing and consumer studies, and ~~5~~24% for general and administrative expenses.

Advertising Fund and Services. Once your Center opens, you must participate in the local advertising Pool or cooperative established in the Designated Market Area ("DMA") where your Center is located. Your local advertising Pool will buy the air time for the commercials created by NCC, which usually is on local television and/or radio. Very often, the Pool will also fund a Pool-wide search engine marketing program with related web pages/sites created for Centers belonging to the Pool. Item 6, under the heading "Advertising Fees and Expenses," describes the amount of your contribution to the local advertising Pool. Each local advertising Pool determines the amount of contribution for advertising costs, and assesses and collects payments from all AAMCO Centers in that Pool. AAMCO Centers that we or our affiliates own and operate in the DMA of an established Pool contribute to the Pool on the same basis as third-party franchisees.

Each local advertising Pool adopts written governing documents which vary depending on how the Pool is formed or organized. You may request a copy of the Pool's governing documents from the advertising Pool (if one has been established) for your DMA. (See Exhibit A-7 for a sample local advertising pool agreement.) Each local advertising Pool determines its own voting procedures. The members of each local advertising Pool and their elected officials are responsible for the administration of the Pool. AAMCO recommends that each Pool prepare financial statements on an annual basis and that the Pool make the statements available to all franchisees in that local advertising Pool.

If your Center is the only Center in the DMA, or a majority of the Centers in the DMA do not implement a local advertising buy and budget or do not have a locally administered advertising Pool, then you must spend weekly a minimum amount for local advertising in your area or pay AAMCO a continuing advertising fee weekly. If your AAMCO Center is in one of the top 20 markets as determined by A.C. Nielsen, the amount you must spend weekly, or, alternatively, the continuing advertising fee paid to AAMCO is equal to the greater of 5% of your Gross Receipts or $500. In all other markets, the weekly amount is equal to the greater of 4% of Gross Receipts or $400. AAMCO will use this continuing advertising fee for media costs, commissions, fees, production and development costs, not covered by the national creative advertising fee, and other costs of promotion for your Center. AAMCO has the right to determine the placement of such advertising which may be used for electronic, print, internet, or any other form of advertising or promotion. This advertising obligation will not apply to franchisees in the franchise network as of October 1, 2006 who are in an active Pool, and who are approved for an additional AAMCO Center.

We will assist in forming a local advertising Pool. We do not have the right to require any local advertising Pool to change, dissolve or merge, except as may be necessary to ensure all AAMCO Centers have the opportunity to participate in their respective Pools as required by their franchise agreements. AAMCO may also provide advertising materials and support services to you through an approved in-house or outside advertising agency. Advertising services may include production, publication, placement and broadcasting of national, regional and local advertising, including Yellow Pages of telephone directories, and promotional materials.

If you utilize our in-house or outside approved agency to place media ads for you, place Yellow Pages listings, engage in direct mail activities or perform comparable services, the agency may receive a commission payable by the media for the placement. Where no commission is paid for an advertising expenditure, the in-house or outside approved agency has the right charge you a fee of up to a specified percentage of the cost of the ad to defray its overhead expenses and cover in-house production costs (i.e., ~~local Yellow Pages,~~ newspaper advertising, endorsements, sponsorships, promotions and direct mail). AAMCO has not, and currently does not, charge a fee for providing such placement, while third party agencies impose a percentage as they solely determine. In-house or outside approved agencies may also retain certain discounts or other commissions earned by pre-paying advertising charges.

At this time, the NCC is the only advertising council composed of franchisees that advises us regarding advertising and promotional programs for AAMCO Centers. Further, at this time, the local

Advertising Fund and Services

advertising Pools are the only local advertising cooperatives that exists which we require you to participate in if your Center is in a DMA. There are no other local or regional advertising cooperatives that exist in our franchise system at this time where franchisee participation is mandatory.

As stated in Item 7, you are required to spend at least $~~3,000~~5,000 for a Grand Opening Advertising Program to promote your Center before you ~~being~~begin operating. This covers special advertising and promotional activities during your initial opening period. It does not include your weekly local advertising fee, continuing advertising fee, or NCC contribution.

You may purchase from AAMCO additional posters, mats and miscellaneous point-of-sale items. You may advertise on television, radio or in print. You may develop advertising materials for your own use at your own cost. However, AAMCO must give its prior written approval to all advertising that you create or prepare for local use to promote or publicize your AAMCO Center in any type of media before you may use the advertising in any fashion. (Franchise Agreement – Section 11) You may not deduct the costs that you incur to create or place your own local advertising from the advertising fees due under your Franchise Agreement.

You may not create, maintain or use an Online Site or other form of electronic media not paid for or approved in writing by AAMCO for the purpose of advertising or promoting the Center. You may also not create or adopt, use or register any domain name that uses in any manner, the AAMCO Marks, and you may not establish any HTML or other link between any web site that you create, maintain, or use and our home page(s) or other Online Sites without our prior written approval. The term "Online Site" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, microsites, social networking sites (e.g., Facebook, Twitter, LinkedIn, You Tube, Google Plus, Pinterest, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPad or Droid apps), and other applications, etc.

Currently, AAMCO has instituted a national search engine advertising program with a mandatory fee of $128/month for site management, administration and Google media spend. This program was designed to ensure AAMCO dealers have a web presence on internet search for transmission and auto services searches. Single-point centers and Ad Pools have the option of opting out of the national program as long as they can show equal or greater spending committed to internet search with an approved vendor.

Currently, each center is participating in a national platinum banner ad program on yp.com. The current assessment for this program is noted above in Item 6.

Besides the advertising fees which you pay to the NCC, the national internet program, and to your local advertising Pool (or to us if you do not belong to an Ad Pool already assessing, as we describe above), AAMCO has the right in the future to develop additional national or regional advertising program(s) and, if developed, you must participate in and pay for those programs.

As we note above, the telephone number, 1-800-GO-AAMCO® (and other vanity toll-free numbers), are a computerized Center locator available to connect retail customers to your AAMCO Center. Usage charges include the cost of monthly calls to your Center. AAMCO imposes an initial connection charge and bills the cost of monthly calls to your AAMCO Center. (See Item 6.) If you fail to pay National Creative Advertising, local advertising Pool, or Yellow Pages advertising fees, we may direct any internet provider, our 800-GO-AAMCO provider, or the Yellow Pages publisher to omit your listing and may additionally withhold advertising benefits from you until you remit the fees and payments due together with interest and collection costs. (Franchise Agreement, section 17(e)). This remedy is in addition to, and not in lieu of, our right to declare you in default of the Franchise Agreement.

Opening Timeline

Advertising Fund and Services

Franchisees typically open their Centers 6 to 9 months after they sign a Franchise Agreement. Factors that may affect this timeline are the ability to obtain financing or building permits, zoning and local ordinances, weather conditions, shortages, delayed installation of equipment, fixtures and signs and publication dates of the applicable Yellow Pages directories. If you fail to open your AAMCO Center for business within 1 year after the date of the Franchise Agreement, AAMCO may terminate your Franchise Agreement. (Franchise Agreement – Section 4)

Computer System

For a fee, AAMCO provides you with a copy of its currently prescribed point-of-sale software, a specialized and proprietary program for use by AAMCO Centers. This software is ~~shipped to you, or~~ made available to you to download or access online, and the cost is charged to your Center's account with us. You are required to use this software and subscribe to the maintenance, updates, and upgrades of the program for a monthly fee of $149/mo. (or approximately $1,800 total annually). (See Item 6) The program currently automates business intake using AAMCO procedures, tracks AAMCO work flow in the Center, and generates reports in the forms prescribed by AAMCO. The software also currently prints on AAMCO's authorized form of customer repair orders and produces customized marketing materials we authorize. You will use the program to ~~print and~~ transmit to AAMCO your Center's weekly business report information. We reserve the right to independently access your computer system for the purpose of downloading sales and other data. There is no contractual limitation on our right to receive this information. You currently are required to ~~establish both~~have and use an email account ~~and~~that AAMCO provides to you, as well as a high speed internet connection in your Center. The software will operate on standard personal computers used in any business (see Exhibit A-11).

We may, at any time and from time to time, make changes to our prescribed POS System, related software, and associated costs thereof. You must implement these changes as we direct. We are not obligated to provide you with ongoing maintenance, repairs, upgrades or updates to the POS System. ~~AAMCO has developed a new POS System and is in the process of replacing the existing platform and software package throughout the network.~~ All incoming new, re-sale, and conversion franchisees are required to use ~~the new~~AAMCO's currently prescribed POS System at their newly-acquired AAMCO Centers. We will require ~~all other~~any existing AAMCO Centers ~~on~~still using legacy software to adopt the ~~new~~newest POS System ~~gradually in upcoming months and years~~, AMS, by the end of the current calendar year, including communicating any necessary changes, upgrades, or other requirements of obtaining or converting to the ~~new~~current POS System.

AAMCO will also provide you with technical programs, materials and products, which currently include ~~DirecTech PRO~~the AAMCOUniversity.com Learning Management System ("LMS") and ALLDATA (or an equivalent third party service), as incorporated into our ~~newly-introduced~~current POS System software suite. These items will be ~~shipped to you automatically, or~~ made available for you to access online. ~~DirecTech PRO~~The AAMCO University LMS is an online ~~program~~group of programs. You will also be automatically subscribed to the technical update service provider in use at any given time; such provider is currently ALLDATA, which does not impose a separate monthly charge because the service is included with the ongoing monthly usage license for the POS System. ~~You may need to purchase vehicle computer reflash equipment if you desire to offer reflash services to customers of your Center.~~

ITEM 12.
TERRITORY

AAMCO grants you a license for the operation of one AAMCO Center located within a specific Statistical Area defined by the U.S. Office of Management and Budget. Although we must pre-approve in

writing the exact location of your Center, the ultimate decision and final responsibility on whether to accept your Center's location and (if applicable) its real estate lease are yours. You cannot re-locate your Center without our advance written approval and we are not obligated to consent to any request by you for Center relocation. Our criteria for site approval, or relocation approval, include visibility, accessibility, traffic patterns, physical site characteristics, real estate lease terms and demographic information. You will not have any options, rights of first refusal, or similar rights to acquire additional franchises or other rights under the Franchise Agreement.

Advertising Fund and Services

You do not receive and AAMCO does not grant you an exclusive or protected territory or trading area. You may face competition from other AAMCO franchisees, from AAMCO outlets that we own, or from other channels of distribution or competitive brands that we or our affiliates control.

While AAMCO maintains the right to establish additional company-owned, affiliate-owned or franchisee-owned AAMCO Centers in the same Statistical Area as your Center, AAMCO limits the number of AAMCO Centers it will authorize to a maximum of one Center for each 100,000 motor vehicle registrations in the Statistical Area. Before establishing any additional location zones for franchises in the Statistical Area in which your AAMCO Center is located, AAMCO will conduct a marketing study and will receive and consider input and comments from you and other AAMCO franchisees in that Statistical Area. If we do open, or permit one of our franchisees to open, an AAMCO Center in your Statistical Area, we have no obligation to compensate you for sales made by that Center, regardless of the proximity of that Center to your Center.

We reserve for ourselves the exclusive and unrestricted right to use all forms and channels of distribution, regardless of proximity to your AAMCO Center and/or whether we use the method now or adopt it in the future. This includes the right to distribute AAMCO products and services that bear the "AAMCO" trademark or that display other names and marks that we do not include as part of the AAMCO franchise. Channels of distribution include the Internet, catalogue sales, telemarketing or other direct marketing sales. New emerging technologies may yield new channels of distribution over time.

You have no right to offer or sell any AAMCO products or services through channels of distribution other than from your AAMCO Center's premises. However, while you may only offer services from your AAMCO Center, we do not limit your right to service customers according to where they reside or work. In other words, you may sell authorized products and services to customers regardless of their place of residence or work.

As we disclose in Item 1, our affiliates, Cottman, Precision, and Pep Boys operate, license, or franchise businesses that offer products and services (under different trademarks than AAMCO's trademarks, including "Pep Boys," and "Precision Tune Auto Care") that are similar to those ~~parts~~products and services that AAMCO Centers offer, including automobile repair service and maintenance, and the retail sale of automotive aftermarket products, that may compete with AAMCO Centers, including within the same Statistical Area as your AAMCO Center. Depending on the site that you select and we approve for your AAMCO Center, you may compete for customers with a nearby Cottman Center, Precision Center, or Pep Boys Center. We do not regulate competition between AAMCO Centers and neighboring Cottman Centers, Precision Centers, or Pep Boys Centers in the same market. We and Cottman have the same principal business address (see Item 1) and share certain administrative departments, such as accounting, with our affiliate, ADS. Since Cottman ceased franchising on January 15, 2018, it no longer maintains exclusively-devoted personnel nor provides marketing support services to Cottman Centers or the trademark licensees of those centers. However, during the time Cottman previously offered and supported franchises, AAMCO and Cottman each maintained separate departments and staff to handle operations, collections, advertising and training, and each brand maintained its own separate and self-contained training facility. The principal business addresses of Precision and Pep Boys are disclosed in Item 1.

Advertising Fund and Services

If any conflict should arise between AAMCO and franchisees, or between the franchisees of AAMCO, Precision ~~Tune~~ or any other affiliates that may have franchisee-owned centers in the future, about issues concerning territory, customers, and franchisor support, such conflict will be resolved as Icahn Automotive Group LLC, an affiliate of AAMCO and Cottman and an indirect parent of Precision ~~Tune~~, deems appropriate in the circumstances.

ITEM 13.
TRADEMARKS

AAMCO is the registered owner under the laws of the United States of America of the following principal trademarks, each registered on the Principal Register of the United States Patent and Trademark Office ("PTO").

Name or Mark	Registration Number	Registration Date	Recent Renewal Date
AAMCO	851,209	June 18, 1968	July 17, 2007
AAMCO and Design	860,330	November 12, 1968	September 17, 2009
AAMCO TRANSMISSIONS TOTAL CAR CARE	3,875,638	November 16, 2010	April 8, 2016

There are no agreements in place that limit AAMCO's right to use or license the use of AAMCO's marks. We have filed and intend to file affidavits and make renewal filings when they come due for these registrations.

There are no currently effective material determinations of the PTO, the trademark administrator of any state, or any court; and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal marks. No agreement significantly limits our rights to use or license the AAMCO marks in any manner material to the franchise, and we do not know of either superior rights or infringing uses that could materially affect your uses of the marks in any state.

You must follow AAMCO's procedures when you use these marks. You cannot use the "AAMCO" name or mark as part of the company name of your business entity, whether it be a corporation, partnership or limited liability company. You cannot use or register "AAMCO" as part of a top line Internet domain name for your Center.

You cannot use the "AAMCO" name and marks on a web site without AAMCO's prior written approval and you may not establish any HTML or other link between any web site you create, maintain or use and AAMCO's home page or other part of AAMCO's web site without AAMCO's prior written approval.

You must not directly or indirectly contest AAMCO's right to the "AAMCO" names, marks, trade secrets, proprietary information or business techniques that are part of the AAMCO system. You may not modify the AAMCO marks.

You must notify AAMCO immediately when you learn about an infringement of or a challenge to your use of AAMCO's marks. AAMCO will take the action that it thinks appropriate to protect its marks against claims of infringement or unfair competition. AAMCO has the right to direct and control any administrative proceeding or litigation involving the AAMCO marks, including any settlement. AAMCO will, at its expense and direction (i.e., control), defend you against any claim of infringement for your use

of AAMCO's marks, provided such use is authorized by AAMCO. You must cooperate in defending such administrative or judicial action, if and as requested by AAMCO.

Advertising Fund and Services

If it becomes advisable at any time in our sole judgment for you to modify or discontinue using any AAMCO mark(s) or for you and the Center to use one or more additional or substitute trade or service marks, you will have to immediately comply with our directions. Neither we nor our affiliates will have any obligation to reimburse you for any expenditures you make because of any discontinuance or modification of any marks.

ITEM 14.
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or patent applications are material to this franchise. You can use proprietary and copyrighted information in AAMCO's Operator's Manual and related forms and training materials. See Item 11 for a description of the Operator's Manual. AAMCO claims a common law copyright interest in its Operator's Manual, Opening Procedures Manual, Outside Sales materials and other instructional and training materials and related forms, although AAMCO has not filed for copyright protection with the United States Copyright Office. AAMCO limits the use of the Operator's Manual to you and your employees. You are not permitted to provide copies of the Operator's Manual to anyone else. AAMCO claims a common law copyright interest in all of its technical training videos, DVDs and other technical training materials and regards the information as proprietary, although it has not filed for copyright protection with the United States Copyright Office. You do not have a right to make copies of any of the materials which AAMCO regards as proprietary or in which it claims common law or statute copyrights, although you may use these materials in the operation of your AAMCO Center.

There are no currently effective determinations of the United States Copyright Office or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits our rights to use or allow franchisees to use the copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your use of the copyrighted materials.

You must notify AAMCO immediately when you learn about an infringement of or a challenge to your use of any of our proprietary or copyrighted materials. AAMCO will take the action that it thinks appropriate to protect its rights in the materials against claims of infringement or unfair competition. AAMCO will, at its expense and direction (that is, its control), defend you against any claim of infringement for your use of AAMCO's proprietary or copyrighted materials. You must cooperate in defending such action, if and as requested by AAMCO.

You must comply with all of the policies and procedures which we periodically establish, including those in our Operator's Manual. The Operator's Manual contains confidential information which you must protect as a trade secret. You must not reprint or reproduce any portion of the Operator's Manual for any reason whatsoever. Upon expiration or termination of the Franchise Agreement for any reason, you must immediately return the Operator's Manual to us.

ITEM 15.
OBLIGATIONS TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

AAMCO strongly encourages that you participate personally in the direct "on-premises" management and operation of your AAMCO Center (see Section 8(d) of the Franchise Agreement). You must hire only those employees who, after appropriate screening by you, demonstrate themselves to be

honest and dependable. You may hire a customer service manager for your AAMCO Center, and he or she must satisfactorily complete AAMCO's customer service manager training and any other retraining AAMCO requires (see Section 8(k) of the Franchise Agreement). If requested by AAMCO, the customer service manager must sign a confidentiality agreement by which he or she agrees to maintain confidentiality of our trade secrets and proprietary information.

Advertising Fund and Services

If you are a business entity franchisee (e.g., corporation, LLC, etc.), each of your individual principals that holds an ownership interest in the business entity must sign our form of personal guaranty agreeing to jointly and severally guaranty the entity's obligations to us under all contracts that the entity signs with us (see Exhibit A-9). AAMCO reserves the sole right to determine if it will permit an entity to sign a franchise agreement as a franchisee in lieu of signing as an individual.

While some AAMCO franchisees, with AAMCO's advance written approval, have non-AAMCO business ownership interests, you must maintain a regular and reasonably consistent schedule of being "on- premises" to personally manage the day-to-day operations and development of the business of the Center.

ITEM 16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

AAMCO requires that you offer and sell only those goods and services that AAMCO has approved. You must offer all goods and services that AAMCO designates as required for all franchisees, and we reserve the unlimited right to change the types of products and services you must sell. Parts, supplies and assembly sets used in your AAMCO Center must meet AAMCO's specifications. See Item 8.

AAMCO has the right to add additional authorized services that you must offer. There are no limits on AAMCO's right to add additional services and AAMCO may require you to comply with other requirements including training and purchasing of additional diagnostic equipment and/or inventory. It is your responsibility to ensure that your Center is not restricted from performing any automotive related repairs by local ordinance or use restrictions in your Center's real estate lease.

You cannot operate any other business at the location of your AAMCO Center. You must use your Center premises solely for the operation of your AAMCO Center. Unless we specify to the contrary in our Operator's Manual, you are free to offer the Center's products and services to your customers at any prices you wish.

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

THE FRANCHISE RELATIONSHIP

This table lists important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Franchise or Other Agreement	Summary
a. Length of the franchise term	Section 3	15 years from your signing of the Franchise Agreement.

Advertising Fund and Services		
b. Renewal or extension of the term	Section 3	Franchise Agreement will automatically renew for an additional 15 years unless AAMCO receives notice of non-renewal from you, or provides you with notice of AAMCO's intent not to renew, at least one year before termination of your current franchise term. At its option, AAMCO may require you to sign a then current form of Franchise Agreement, or an amendment, at renewal that contains changed or materially different terms. Certain long-time franchisees expiring during the current or next fiscal year of this FDD's issuance may have, or be eligible for, a shorter renewal term.
c. Requirements for franchisee to renew or extend	Section 3	If requested by AAMCO, sign new agreement or amendment within a specific time, and update appearance of Center; franchise fee may be increased. Our then-current Franchise Agreement or the renewal amendment may contain materially different conditions than the expiring Franchise Agreement. Certain long-time franchisees expiring during the current or next fiscal year of this FDD's issuance may have, or be eligible for, a shorter renewal term.
d. Termination by franchisee	None	Not applicable
e. Termination by AAMCO without cause	None	Not applicable
f. Termination by AAMCO with cause	Section 19.1 (also Exhibit A-12 of this FDD)	AAMCO can terminate if you breach the Franchise Agreement or you default under conditions of applicable software license agreements
g. "Cause" defined - curable defaults	Sections 19.1(a) and (b)	You have 10 days to cure any failure to make payments. You have 30 days to cure other defaults, except as listed in sections 19.1(c) and (d) or if the nature of the default is incurable.
h. "Cause" defined - non- curable defaults	Sections 19.1(c) and (d)	Non-curable defaults: fraudulent acts; failure to deal fairly and honestly with AAMCO or any customer of the Center; failure to honor and comply with the terms of the advertising placed; receive notice of default under section 8(a), 8(b), 8(i), 8(j),

Advertising Fund and Services		8(l) or 8(o) of the Franchise Agreement, or notice of failure to pay any sum under the Franchise Agreement, on 3 prior occasions in any twelve (12) month period.
i. Franchisee's obligations on termination/non-renewal	Sections 19.2 and 20	Obligations include complete de-identification, payment of amounts due, cessation of use of AAMCO name and return of AAMCO materials. (also see r. below)
j. Assignment of contract by AAMCO	Section 22	No restriction on AAMCO's right to assign.
k. "Transfer" by franchisee – defined	Sections 18.1, 18.2, 18.3	Includes transfer of contract or assets, or ownership change.
l. AAMCO's approval of transfer by franchisee	Sections 18.1, 18.2	AAMCO has the right to approve all transfers.
m. Conditions for AAMCO approval of transfer	Sections 18.1, 18.2	New franchisee qualifies, all sums due and transfer fee paid, purchase agreement approved, training successfully completed, release signed by you, current agreement signed by new franchisee, Center appearance updated, Assignment of Lease and Lease Rider approved and current diagnostic equipment and technical training materials acquired; franchisee is not subject to an uncured notice of default and all monetary
		obligations to AAMCO, Advertising Pool, and third party vendors must be satisfied. (also see r. below).
n. AAMCO's right of first refusal to acquire franchisee's business	Section 18.2(a)	If you receive a bona fide written offer to purchase your Center, you must give AAMCO written notice and AAMCO has 30 days to match the terms and conditions of the third party offer, except that AAMCO may substitute cash for any offer payment method. AAMCO does not have this option if the transfer is due to disability or is between or among partners, shareholders, LLC member, immediate family, Center employees or is for less than 50%. This provision will not apply to franchisees in the System as of October 1, 2006 who are approved for an additional AAMCO Center.
o. AAMCO's option to purchase franchisee's	Section 19.2 and see provision n. above	At termination or expiration, AAMCO has the option to buy your interest in the Center.

business. **Advertising Fund and Services**		
p. Death or disability of franchisee	Section 18.2	Rights pass to your heirs who are members of your immediate family and who otherwise qualify pursuant to section 18.1.
q. Non-competition covenants during the term of the franchise	Section 20	No involvement in a similar or competing Business, except as approved by AAMCO under paragraph 8(e)
r. Non-competition covenants after the franchise is terminated or expires	Section 20	No competing business for 2 years within 10 miles of former Center or another existing AAMCO Center
s. Modification of the agreement	Section 29	No modifications by you unless in writing and signed by AAMCO; but Operator's Manual subject to change.
t. Integration/merger clause	Section 29	Only the terms of the Franchise Agreement are enforceable. Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement may disclaim representations made in this disclosure document. See state-
		based disclosure addenda, and amendments to Franchise Agreement (Exhibits B and C, as applicable).
u. Dispute resolution by arbitration or mediation	Section 26	Except for certain claims, all disputes must first be mediated, then if not resolved, arbitrated; no multi-party or class action claims are permitted in arbitration. Arbitration to occur in Philadelphia, PA.
v. Choice of forum	Section 26	Litigation must be in a court nearest AAMCO's principal place of business. See state-based disclosure addenda, and amendments to Franchise Agreement (Exhibits B and C, as applicable).
w. Choice of law	Section 26	Pennsylvania law applies. See state-based disclosure addenda, and amendments to Franchise Agreement (Exhibits B and C, as applicable).

ITEM 18.
PUBLIC FIGURES

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

Advertising Fund and Services

ITEM 19.
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned locations, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing location you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The below financial performance representations include information on specified subsets of AAMCO Centers operating during recent fiscal years with respect to average and median gross sales figures as reported by franchisees to the franchisor. We provide the information below to help you evaluate the potential performance of an AAMCO Center by showing actual historical data of franchised AAMCO Centers. Please carefully read all information contained in this Item 19, including the notes accompanying and the statements following all tables, which further explain the figures shown below.

Average Gross Sales of AAMCO Centers in Prior Fiscal Year

This financial performance representation is based on actual gross sales figures of AAMCO Centers during our prior fiscal year ended December 31, ~~2022~~2023. Among the ~~547~~540 total franchised AAMCO Centers in the United States and Canada that were open at the end of our prior fiscal year (see Item 20), this representation includes only those ~~536~~498 locations that operated continuously under the same owner throughout that fiscal year and reported revenue data for that year (the "Operating Centers"). All the Operating Centers are generally comparable to the franchise opportunity we offer in this FDD, in that the centers used the prototypical business format and operating procedures we prescribe for all AAMCO Center franchises.

The average annual gross sales of the Operating Centers were $~~937,483~~1,001,878, and the median annual gross sales of the Operating Centers per year were $~~887,741~~938,379. The following table shows average annual and median gross sales of the Operating Centers by quartile, the count of Operating Centers within each quartile that exceeded the quartile's average gross sales, and the percentage of those Operating Centers within each quartile that exceeded the quartile's average gross sales during the fiscal year:

Table 19.1: Average Gross Sales for Full-Year Operating Centers in ~~2022~~2023 (by Revenue Quartile)

Quartile	# of Operating Centers	% of Operating Centers	~~2022~~2023 Average Total Sales	~~2022~~2023 Median Total Sales	# of Centers that attained or exceeded Average	% of Centers that attained or exceeded Average
1st	~~134~~ 125	25%	~~$1,485,797~~ $1,607,809	~~$1,372,380~~ $1,501,286	~~44~~43	~~33%~~34%
2nd	~~134~~ 124	25%	~~$1,029,591~~ $1,086,136	~~$1,031,523~~ $1,083,457	~~68~~61	~~51%~~49%
3rd	~~134~~	25%	~~$768,403~~	~~$767,270~~	~~65~~63	~~49%~~50%

Advertising Fund and Services	125		$820,401	$822,434		
4th	~~134~~ 124	25%	~~$466,141~~ $489,743	~~$500,179~~ $528,160	~~80~~72	~~60%~~58%
Total	~~536~~ 498	100%	~~$937,483~~ $1,001,878	~~$887,741~~ $938,379	~~246~~220	~~46%~~44%

Notes to Table 19.1:

1. Among the Operating Centers, the highest grossing Operating Center generated $~~3,319,005~~3,560,051 in total revenues during the ~~2022~~2023 fiscal year, while the lowest grossing Operating Center generated $~~21,608~~13,925 in total revenues.
2. Among each of the quartile subsets of the Operating Centers, the highest and lowest grossing centers within each quartile generated total revenues as follows during the ~~2022~~2023 fiscal year: within quartile 1, the highest grossing center generated $~~3,319,005~~3,560,051 and the lowest grossing center generated $~~1,171,417~~1,258,992; within quartile 2, the highest grossing center generated $~~1,165,180~~1,248,184 and the lowest grossing center generated $~~887,867~~939,342; within quartile 3, the highest grossing center generated $~~887,615~~937,416 and the lowest grossing center generated $~~643,507~~686,098; and within quartile 4, the highest grossing center generated $~~641,778~~681,553 and lowest grossing center generated $~~21,608~~13,925.

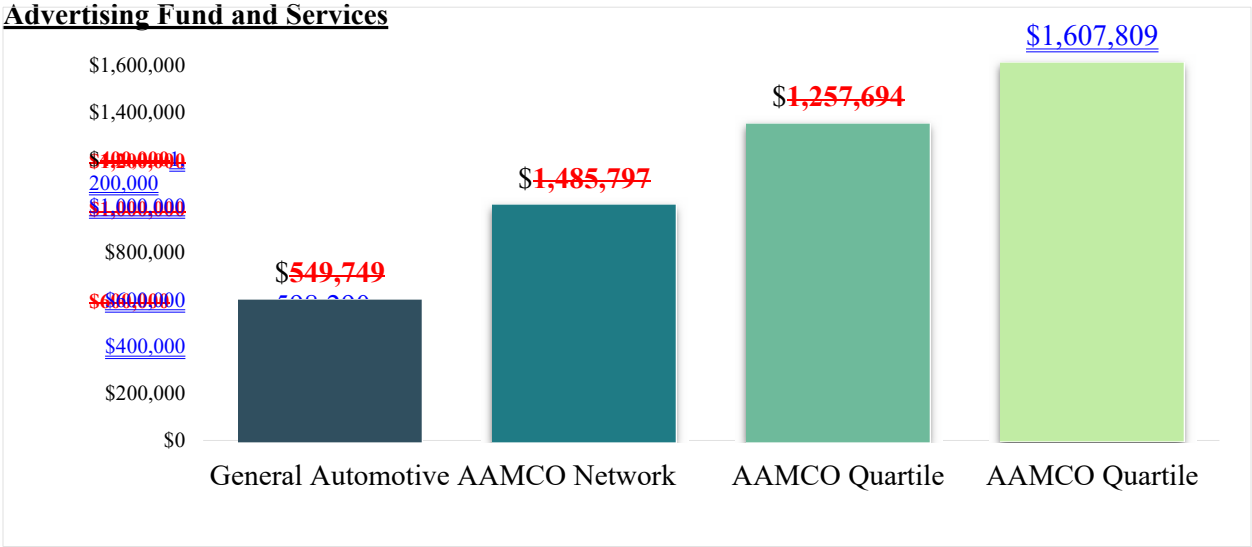
Industry Comparison: AAMCO Center Gross Sales vs. General Repair Shops

For comparison purposes, the below representation reflects comparative data showing the average annual gross sales of AAMCO Centers, and selected subsets of AAMCO Centers, against a published industry average of annual gross sales for "general repair automotive shops" ("General Repair Shops"). Based on the AutoCare Fact Book ~~2023~~2024, General Repair Shops averaged $~~549,749~~598,290 in annualized revenues during ~~2021~~2022 (and such data is not yet available for ~~2022~~2023 from the same industry source as of this document's issuance). As referenced above in Table 19.1 of this Item 19, average annual gross sales for AAMCO Center franchisees across the Operating Centers in ~~2022~~2023 were $~~937,483~~1,001,878 (~~71~~67% higher than General Repair Shops), and median annual gross sales for those Operating Centers in ~~2022~~2023 were $~~887,741~~938,379 (~~61~~57% higher than General Repair Shops).

The following chart shows an annual revenue comparison between General Repair Shops in ~~2021~~2022 and the AAMCO sample set of ~~536~~498 Operating Centers that were open and operating throughout our prior fiscal year (~~71~~67% higher than General Repair Shops average, ~~452~~416 or 84% of which attained or exceeded the industry average), as well as: (i) against ~~268~~249 AAMCO Centers falling within both quartiles 1 and 2 (~~129~~125% higher than General Repair Shops average), ~~268~~249 or 100% of which attained or exceeded the industry average, and (ii) against ~~134~~125 AAMCO Centers solely within quartile 1 (~~170~~169% higher than General Repair Shops average), ~~134~~125 or 100% of which attained or exceeded the industry average:

Chart 19.2: ~~2022~~2023 Gross Sales for AAMCO Centers vs. ~~2021~~2022 General Repair Shops' Average [1]

Advertising Fund and Services



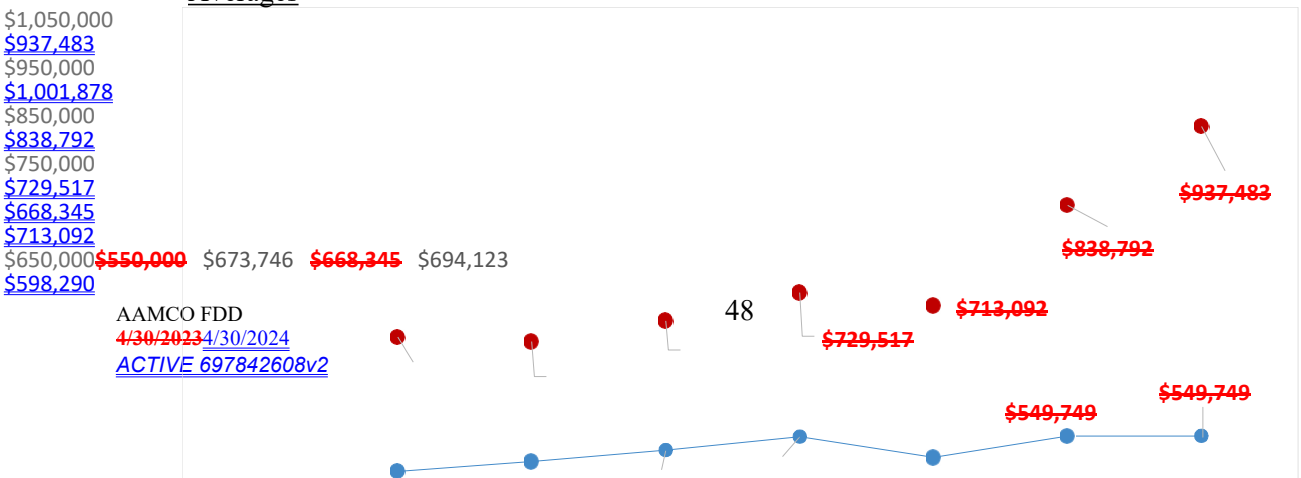
Notes to Chart 19.2:

1. Source: AutoCare Fact Book ~~2023~~2024, p. 18, published by the Auto Care Association. As of the date of this FDD, ~~2022~~2023 data for the General Repair Shops category was not yet published by the industry source.
2. General Repair Shops data based on garage category revenues in ~~2021~~2022 covering a total of ~~84,318~~85,424 general repair garages in the U.S., which generated total revenues of over $~~46~~51 billion dollars during the year, and average sales per garage of $~~549,749~~598,290 (with a ~~1.5~~4.1% compound annual growth rate ("CAGR") in sales over the trailing 4-year period).

Historical Gross Sales of AAMCO Center Franchisees: ~~2016-2022~~2016-2023

The below illustration reflects average gross sales data by the AAMCO Center franchise network as received from franchised AAMCO Centers over the prior-trailing ~~7~~8 fiscal years, where the cohort of operating franchises within each past fiscal year (i.e., the sample set of "operating centers" for each past year) was defined in the same fashion for that year as the Operating Centers are defined above in this document for the most recent year. The next chart below plots gross sales for the operating franchised AAMCO Centers in each of fiscal years ~~2016-2022~~2016-2023 as compared to the "General Repair Shop average" revenue data for each year as reported in the annual AutoCare Fact Book. Each year's General Repair Shop average is pulled from the annual version of the Fact Book within which such industry-wide average was first published (i.e., as in the chart above, the ~~2021~~2022 General Repair Shop average is first given in the ~~2023~~2024 Fact Book). When comparing the highest yearly average for AAMCO Franchisees to the lowest, the highest value is ~~40.3~~49.9% greater than the lowest value:

Chart 19.3: ~~2016-2022~~2016-2023 AAMCO Franchisee Average Gross Sales vs. General Repair Shop Averages



~~505,414~~ ~~$517,896~~ $550,000
$531,873 **Advertising Fund and Services**
$549,749
$598,290
$548,777
$505,414
$517,896
$523,334
$450,000
2016
2017
2018
2019
2020
2021
2022
2023
AAMCO Average
General Repair Shop Average

Notes to Chart 19.3:

1. Each of the "General Repair Shop" annual averages shown in Chart 19.3 is first published in a later year's edition of the AutoCare Fact Book (or "Fact Book"). Accordingly, as noted previously in this Item 19, ~~2022~~2023 data for the General Repair Shops category was not included in the ~~2023~~2024 Fact Book, so the Fact Book's year ~~2021~~2022 data was used for graphic comparison in prior Chart 19.2. Similarly, Chart 19.3 uses the ~~2021~~2022 average "General Repair Shop" revenue for the plotted data points in both of years ~~2021~~2022 and ~~2022~~2023, as connected by a dotted line in the graphic above.
2. The number of operating AAMCO Center franchises providing gross sales data for each year of years ~~2016-2022~~2016-2023 were: 599 total centers in 2016 (150 centers per 1st quartile ("Q1"), 3rd quartile ("Q3"), and 4th quartile ("Q4"), plus 149 in 2nd quartile ("Q2")); 595 total centers in 2017 (149 per Q1, Q2 and Q3, plus 148 in Q4); 577 total centers in 2018 (145 in Q1, plus 144 per other Qs); 546 total centers in 2019 (137 per Q1 and Q3, plus 136 per Q2 and Q4); 537 total centers in 2020 (135 Q1, plus 134 per other Qs); 536 total centers in 2021 (134 per all Qs); ~~and~~ 536 total centers in 2022 (134 per all Qs); and 498 total centers in 2023 (125 per Q1 and Q3, plus 124 per Q2 and Q4).
3. The average gross sales by quartile of the operating AAMCO Centers in years ~~2016-2022~~2016-2023 were: in 2016, $1,089,896 in Q1, $712,384 Q2, $542,121 Q3, and $350,481 Q4; in 2017, $1,073,410 Q1, $713,857 Q2, $533,198 Q3, and $350,873 Q4; in 2018, $1,111,527 Q1, $741,740 Q2, $562,259 Q3, and $364,054 Q4; in 2019, $1,159,298 Q1, $782,371 Q2, $584,094 Q3, and $390,214 Q4; in 2020, $1,139,538 Q1, $764,818 Q2, $577,450 Q3, and $367,379 Q4; in 2021, $1,328,954 Q1, $903,657 Q2, $685,612 Q3, and $436,945 Q4; in 2022, $1,485,797 Q1, $1,029,591 Q2, $768,403 Q3, and $466,141 Q4; in 2023, $1,607,809 Q1, $1,086,136 Q2, $820,401 Q3, and $489,743 Q4.
4. Median gross sales in each year among the operating franchised AAMCO Centers represented above were: $617,368 in 2016 ($1,013,946 in Q1, $705,088 Q2, $543,173 Q3, and $380,052 Q4); $617,157 in 2017 ($1,019,049 Q1, $701,497 Q2, $528,978 Q3, and $375,411 Q4); $640,481 in 2018 ($1,045,747 Q1, $736,870 Q2, $560,883 Q3, and $382,971 Q4); $669,070 in 2019 ($1,072,822 Q1, $782,279 Q2, $578,500 Q3, and $413,612 Q4); $665,791 in 2020 ($1,078,978 Q1, $763,428 Q2, $578,187 Q3, and $390,631 Q4); $782,498 in 2021 ($1,250,330 Q1, $894,378 Q2, $692,700 Q3, and $459,292 Q4); ~~and~~ $887,741 in 2022 ($1,372,380 Q1, $1,031,523 Q2, $767,270 Q3, and $500,179 Q4); and $938,379 in 2023 ($1,501,286 Q1, $1,083,457 Q2, $822,434 Q3, and $528,160 Q4).
5. The percentage of total operating AAMCO Centers exceeding the annual average in ~~2016-2022~~2016-2023 were: 42% in 2016 (39% in Q1, 48% Q2, 52% Q3, and 63% Q4); 43% in 2017 (39% Q1, 44% Q2, 48% Q3, and 63% Q4); 44% in 2018 (34% Q1, 47% Q2, 49% Q3, and 60% Q4); 43% in 2019 (36% Q1, 50% Q2, 45% Q3, and 59% Q4); 43% in 2020 (39% Q1, 49% Q2, 51% Q3, and 55% Q4); 44% in 2021 (37% Q1, 48% Q2, 55% Q3, and 57% Q4); ~~and~~ 46% in 2022 (33% Q1, 51% Q2, 49% Q3, and 60% Q4); and 44% in 2023 (34% Q1, 49% Q2, 50% Q3, and 58% Q4).
6. The highest vs. lowest gross sales reported by the operating AAMCO Centers in each of years ~~2016-2022~~2016-2023 were: in 2016, $2,702,170 high vs. $14,991 low; in 2017, $3,062,270 high vs. $7,386 low; in 2018, $2,874,957 high vs. $120,114 low; in 2019, $2,543,119 high vs. $62,423 low; in 2020, $2,327,623 high vs. $65,932 low; in 2021, $2,791,620 high vs. $30,475 low; ~~and~~ in 2022, $3,319,005 high vs. $21,608 low~~.~~; and in 2023, $3,560,051 high vs. $13,925 low.

Financial Performance Information from Responsive AAMCO Center Franchisees in 2022

This financial performance representation is based on reported gross revenue and expense information from 54 total franchised AAMCO Centers (the "Responsive Centers") that provided

~~**Advertising Fund and Services**~~

AAMCO with fixed building expenses and variable operating expenses for their Centers arising and incurred during the 2022 calendar year. The revenue information on these Centers reflects the sales data reported to AAMCO through the network's currently-required POS system in the normal course of franchised operations during that year.

Starting in July 2023, AAMCO sent out a survey to all operating franchised Centers requesting each franchisee to provide its Center identification number, total fixed building expenses, and total variable operating expenses relating to their franchised Centers for the previously concluded 2022 fiscal year. The franchisees were also asked to confirm that the two expense numbers represented their total business expenses for the Center in 2022. Survey responses were to be voluntarily submitted by the franchisees and used by AAMCO solely for the purpose of creating this Center performance representation for an upcoming FDD.

Between July 2023 and February 2024, AAMCO received 77 submissions of annualized Center expense data from among all then operating Centers. Those 77 responses included 6 Centers that answered twice over time with mismatching data submissions, which caused us to eliminate all 12 such responses from consideration for inclusion due to unreliability. AAMCO also removed 10 responses from the remaining 65 submissions because their costs were orders of magnitude apart (4 too high and 6 too low) from the rest of the franchisee responses and AAMCO's and its affiliates' reasonable past experience in both operating and supporting Centers. A final submission was removed because the Center had not reported revenues to AAMCO for the first 11 weeks of the 2022 year, leaving 54 usable cost data submissions as the pool of Responsive Centers (or about 10% of the total 547 franchised Center network doing business at the end of 2022).

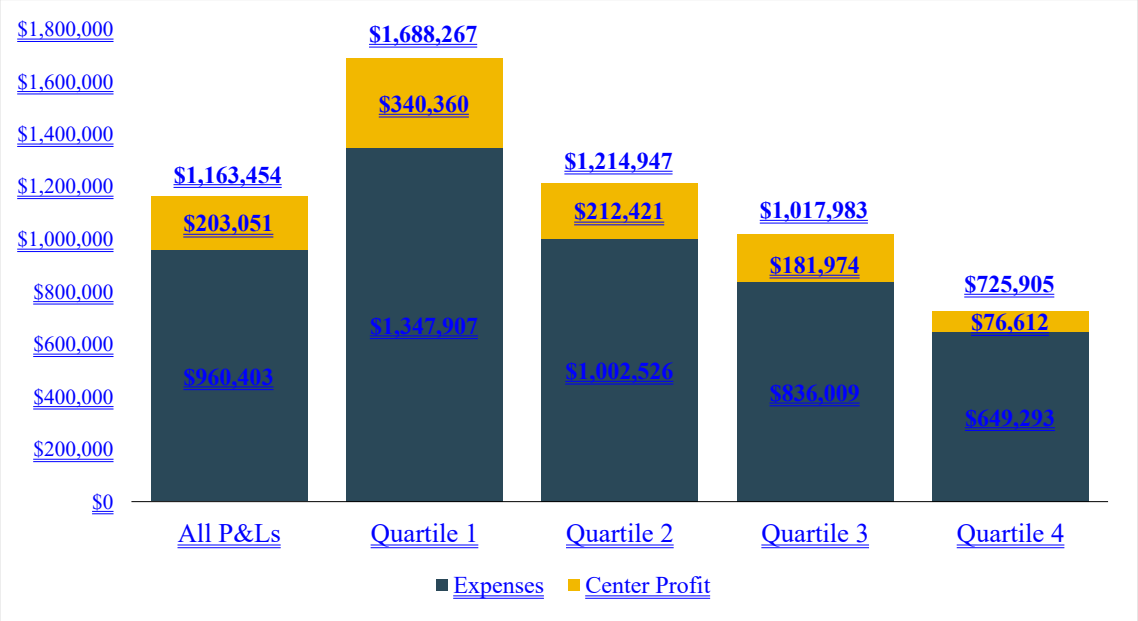
For the Responsive Centers, AAMCO combined their submitted expense data with those same Centers' reported 2022 annual revenues that AAMCO had previously received in the normal course of those franchisees' businesses via the network's prescribed POS reporting system. The average 2022 revenue for the Responsive Centers was $1,163,454 (with a median 2022 revenue of $1,119,253), while the average total expenses for the Responsive Centers were $960,403 (with an average building expense of $102,659 and an average operating expense of $857,744), leaving an average profit of $203,051. Table 19.4 and Chart 19.5 below further illustrates the revenue, expenses, and profit results for the Responsive Centers in 2022, including a breakdown of those 54 Centers into 4 revenue-based quartiles. The notes following Table 19.4 and Chart 19.5 provide more detailed explanation of how many outlets attained or exceeded the averages of the relevant revenue quartiles and the categories and classification of expenses.

Table 19.4: Responsive Centers' 2022 Results Distributed by Sample Set Revenue Quartiles*

	All Centers	**Quartile 1**	**Quartile 2**	**Quartile 3**	**Quartile 4**
Centers	54	14	13	13	14
Revenue	$1,163,454	$1,688,267	$1,214,947	$1,017,983	$725,905
Building Expenses	$102,659	$109,587	$108,352	$100,379	$92,561
Operating Expenses	$857,744	$1,238,320	$894,174	$735,630	$556,733
Center Profit	**$203,051**	**$340,360**	**$212,421**	**$181,974**	**$76,612**
% of Revenue	100%	100%	100%	100%	100%
Revenue	8.82%	6.49%	8.92%	9.86%	12.75%
Building Expenses	73.72%	73.35%	73.60%	72.26%	76.69%
Operating Expenses					
Center Profit	**17.45%**	**20.16%**	**17.48%**	**17.88%**	**10.55%**

**Centers quartiled by revenue (within sample set)*

Advertising Fund and Services Chart 19.5 Responsive Centers' 2022 Results Distributed by Sample Set Revenue



Notes to Table 19.4 and Chart 19.5:

1. The Responsive Centers included 54 outlets and averaged 10.3 years of ownership across the sample set. Quartile 1 included 14 outlets with an average of 10.6 years of ownership; quartile 2 included 13 outlets with an average of 10.5 years of ownership; quartile 3 included 13 outlets with an average of 9.5 years of ownership; and quartile 4 included 14 outlets with an average of 10.5 years of ownership.
2. Of the 54 outlets comprising the Responsive Centers: 31 outlets were owned by single center owners and 23 by multi-center owners; within revenue quartile 1, 7 outlets were owned by single center owners and 7 by multi-center owners; within revenue quartile 2, 7 outlets were owned by single center owners and 6 by multi-center owners; within revenue quartile 3, 10 outlets were owned by single center owners and 3 by multi-center owners; and within revenue quartile 4, 7 outlets were owned by single center owners and 7 by multi-center owners.
3. The average annual 2022 revenue of the Responsive Centers was $1,163,454, and 23 outlets or 43% of the total 54 outlets attained or exceeded the average. By quartile, the average annual 2022 revenue and number of centers that attained or exceeded the quartile average were: in quartile 1, $1,688,267 average revenue with 6 of 14 outlets or 43% exceeding the quartile average; in quartile 2, $1,214,947 average revenue with 5 of 13 outlets or 38% exceeding quartile average; in quartile 3, $1,017,983 average revenue with 6 of 13 outlets or 46% exceeding the quartile average; and in quartile 4, $725,905 average revenue with 10 of 14 outlets or 71% exceeding the quartile average.
4. The following table shows the criteria and classification of costs that dealers were instructed to consider and include when identifying their "Building Expenses" vs. "Operating Expenses" for purposes of responding to the survey:

Building Expense	Property lease, real estate taxes, utilities, phone, alarm, repairs and maintenance, branded signage lease and expenses
Operating Expense	Parts (including fluids), shop labor and employees' taxes (FICA, SUI, and SUTA), center sales manager, insurance (liability, worker's comp, other), bank fees (including credit card processing), car rental, dues and subscriptions contributions, fuel and leased equipment, laundry license and permits, office supplies, postage professional fees, referral (OSS commission), computer repairs, shop supplies, towing, training, waste and trash removal, franchise fees and ad pool assessment, media advertising, national creative, other advertising and yellow pages

Additional Notes to all information in Item 19:

Advertising Fund and Services

1. We calculated all figures above using information found in actual annual, or weekly, center reports from the franchised AAMCO Centers described. None of the figures have been audited, and we have not sought to independently verify their accuracy. No certified public accountant has audited these figures or expressed his or her opinion concerning their contents or form. You should conduct an independent investigation of the costs and expenses you will incur in operating a franchised AAMCO Center.

2. Some AAMCO Centers have sold or earned this amount. Your individual results may differ. There is no assurance that you will sell or earn as much.

3. Your results will depend on many factors, some of which include competition, overall economic conditions, and your experience, marketing abilities, and skill in managing a business.

4. We will provide written substantiation of the data we used to prepare this financial performance representation at our office or another location we designate upon your reasonable request.

Other than the preceding financial performance representations, AAMCO does not make any financial performance representations. We also do not authorize our employees or representatives to make any other representations either orally or in writing. If you are purchasing an existing AAMCO Center, however, we may provide you with the actual records of that business. If you receive any other financial performance information or projections of your future income other than as we provide above, you should report it to the franchisor's management by contacting Warren Berest at 410 Horsham Road, Suite 105, Horsham, Pennsylvania 19044 (phone 267-464-7261 or e-mail ~~mailto:~~wberest@aamco.com), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

All numbers in the following tables reflect operating AAMCO Centers in the United States and Canada as of our last 3 fiscal years ending December 31, ~~2022~~2023, December 31, ~~2021~~2022, and December 31, ~~2020~~2021. Exhibit F contains a list of all AAMCO Center franchisees (whether operating or not yet open) as of the end of our prior fiscal year.

Table No. 1

Systemwide Outlet Summary For years ~~2020~~2021 to ~~2022~~2023

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	~~2020~~ 2021	~~559~~ 553	~~553~~ 549	~~(6)~~ (4)
	2022	549	541	(8)
	2023	541	534	(7)
Company-Owned	~~2020~~	~~13~~	~~13~~	~~0~~

Advertising Fund and Services	~~2020~~ 2021	13	13	0
	2022	13	13	0
	2023	13	11	(2)
Total Outlets (United States)	~~2020~~ 2021	~~572~~ 566	~~566~~ 562	~~(6)~~ (4)
	2022	562	554	(8)
	2023	554	545	(9)
Canada (Franchised Only)	~~2020~~ 2021	~~7~~ 7	~~7~~ 6	~~0~~ (1)
	2022	6	6	0
	2023	6	6	0
Total Outlets (United States & Canada)	~~2019~~ ~~2020~~ 2021	~~579~~ **573**	~~573~~ **568**	~~(6)~~ **(5)**
	~~2021~~2022	**568**	**560**	**(8)**
	2023	**560**	**551**	**(9)**

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years ~~2020~~2021 to ~~2022~~2023

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Alabama	~~202~~ ~~0~~ 2021	~~1~~ 1
	2022	2
	2023	0
Arizona	~~202~~ ~~0~~	~~2~~ 3

Advertising Fund and Services

	2021	
	2022	3
	2023	1
Arkansas	~~2020~~ 2021	~~0~~ 0
	2022	1
	2023	0
~~District of Columbia~~	~~2020~~	~~0~~
	~~2021~~	~~0~~
	~~2022~~	~~0~~
California	~~2020~~ 2021	~~6~~ 2
	2022	4
	2023	2
Colorado	~~2020~~ 2021	~~1~~ 1
	2022	1
	2023	1
Florida	~~2020~~ 2021	~~5~~ 2
	2022	4
	2023	0
Georgia	~~2020~~ 2021	~~0~~ 1
	2022	1
	2023	1
Illinois	~~2020~~ 2021	~~0~~ 1
	2022	1
	2023	1
Indiana	~~2020~~ 2021	~~0~~ 0
	2022	1
	2023	1
~~Iowa~~	~~2020~~	~~0~~
Iowa	2021	1
	2022	0
	2023	0

Advertising Fund and Services

Idaho	~~2020~~ ~~0~~ 2021	~~0~~ 2
	2022	1
	2023	0
Kentucky	2021	0
	2022	0
	2023	1
Louisiana	~~2020~~ ~~0~~ 2021	~~0~~ 0
	2022	1
	2023	0
Massachusetts	~~2020~~ 20 21	~~1~~0
	2022	0
	2023	1
Michigan	2021	0
	2022	0
	2023	1
Minnesota	~~2020~~ ~~0~~ 2021	~~0~~ 1
	2022	0
	2023	0
Missouri	~~2020~~ ~~0~~ 2021	~~0~~ 0
	2022	1
	2023	0
Nevada	~~2020~~ ~~0~~ 2021	~~0~~ 0
	2022	1
	2023	0
New Jersey	~~2020~~ ~~0~~ 2021	~~0~~ 2
	2022	1
	2023	2
New York	~~2020~~ ~~0~~ 2021	~~1~~ 0
	2022	1
	2023	0

Advertising Fund and Services

North Carolina	~~2020~~ 2021	~~2~~ 2
	2022	1
	2023	1
~~Ohio~~	~~2020~~	~~1~~
	~~2021~~	~~0~~
	~~2022~~	~~0~~
Oregon	~~2020~~ 2021	~~1~~ 0
	2022	0
	2023	2
Pennsylvania	~~2020~~ 2021	~~1~~ 0
	2022	1
	2023	2
South Carolina	~~2020~~ 2021	~~2~~ 0
	2022	1
	2023	0
Tennessee	~~2020~~ 2021	~~0~~ 0
	2022	1
	2023	0
Texas	~~2020~~ 2021	~~1~~ 1
	2022	4
	2023	1
~~Utah~~	~~2020~~	~~0~~
Utah	2021	1
	2022	0
	2023	3
Virginia	~~2020~~ 2021	~~2~~ 2
	2022	4
	2023	2
Washington	~~2020~~ 2021	~~0~~ 1
	2022	1

Advertising Fund and Services		
~~West Virginia~~	~~2020~~	~~1~~
	~~2021~~	~~0~~
	~~2022~~	~~0~~
~~Wyoming~~	~~2020~~	~~1~~
	~~2021~~	~~0~~
	~~2022~~	~~0~~
~~Total~~	~~2020~~	~~29~~
Total	2021	24
	2022	37
	2023	26

Table No. 3

Status of Franchised Outlets For years ~~2020~~2021 to ~~2022~~2023

Col.1 State	Col. 2 Year	Col. 3 Outlets at Start of ~~the~~ Year	Col. 4 Outlets Opened	Col. 5 Termi~~-~~nations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations-Other Reasons	Col. 9 Outlets at End of the Year
Alabama	~~2020~~	~~9~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~9~~
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	1	8
	2023	8	0	0	0	0	1	7
Arizona	~~2020~~	~~21~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~22~~
	2021	22	0	0	0	0	0	22
	2022	22	1	0	0	0	1	22
	2023	22	2	0	0	0	0	24
Arkansas	~~2020~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
	2021	3	0	1	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
California	~~2020~~	~~75~~	~~1~~	~~0~~	~~0~~	~~0~~	~~2~~	~~74~~
	2021	74	0	0	1	0	3	70
	2022	70	0	0	0	0	2	68
	2023	68	0	0	0	0	4	64
Colorado	~~2020~~	~~14~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~15~~
	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15
	2023	15	0	0	0	0	1	14
Connecticut	~~2020~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Delaware	~~2020~~	~~4~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~4~~

Advertising Fund and Services								
	~~2021~~	~~4~~	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
District of Columbia	~~2020~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Florida	~~2020~~	~~57~~	~~1~~	~~0~~	~~0~~	~~0~~	~~1~~	~~57~~
	2021	57	0	0	0	0	0	57
	2022	57	0	0	0	0	0	57
	2023	57	2	0	0	0	1	58
Georgia	~~2020~~	~~23~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~23~~
	2021	23	1	0	0	0	1	23
	2022	23	0	0	0	0	1	22
	2023	22	0	0	0	0	0	22
Hawaii	~~2020~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2021	1	0	0	0	0	1	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Idaho	~~2020~~	~~5~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~5~~
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Illinois	~~2020~~	~~12~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~13~~
	2021	13	0	0	0	0	0	13
	2022	13	1	0	1	0	1	12
	2023	12	0	0	0	0	0	12
Indiana	~~2020~~	~~5~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~5~~
	2021	5	0	0	0	0	0	5
	2022	5	1	0	0	0	0	6
	2023	6	0	0	0	0	0	6
~~Iowa~~	~~2020~~	~~5~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~5~~
Iowa	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Kansas	~~2020~~	~~7~~	~~3~~	~~0~~	~~0~~	~~0~~	~~2~~	~~8~~
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
Kentucky	~~2020~~	~~9~~	~~1~~	~~0~~	~~0~~	~~0~~	~~1~~	~~9~~
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
Louisiana	~~2020~~	~~5~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~	~~4~~
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Maine	~~2020~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~

Advertising Fund and Services								
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Maryland	~~2020~~	~~15~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~15~~
	2021	15	0	1	0	0	0	14
	2022	14	0	0	0	0	0	14
	2023	14	0	0	1	0	0	13
Massachusetts	~~2020~~	~~5~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~5~~
	2021	5	0	0	0	0	1	4
	2022	4	1	0	0	0	0	5
	2023	5	0	0	0	0	1	4
Michigan	~~2020~~	~~4~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~4~~
	2021	4	0	0	0	0	1	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Minnesota	~~2020~~	~~6~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~	~~5~~
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Mississippi	~~2020~~	~~4~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~4~~
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Missouri	~~2020~~	~~8~~	~~1~~	~~0~~	~~0~~	~~0~~	~~1~~	~~8~~
	2021	8	1	0	0	0	1	8
	2022	8	1	0	0	0	0	9
	2023	9	3	0	0	0	0	12
Nebraska	~~2020~~	~~5~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~5~~
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Nevada	~~2020~~	~~6~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~6~~
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
New Hampshire	~~2020~~	~~4~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~4~~
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
New Jersey	~~2020~~	~~24~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~	~~22~~
	2021	22	4*	0	0	0	0	26
	2022	26	0	2	0	0	1	23
	2023	23	1	0	1	0	2	21
New Mexico	~~2020~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2

~~New York~~	~~2020~~	~~24~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~	~~23~~
New York	2021	23	0	0	0	0	3*	20
	2022	20	1	0	0	0	0	21
	2023	21	0	0	1	0	0	20
North Carolina	~~2020~~	~~15~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~15~~
	2021	15	2	0	0	0	1	16
	2022	16	0	0	0	0	0	16
	2023	16	0	0	0	0	1	15
~~Ohio~~	~~2020~~	~~19~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~	~~17~~
Ohio	2021	17	1	0	0	0	0	18
	2022	18	0	0	1	0	1	16
	2023	16	0	0	0	0	1	15
Oklahoma	~~2020~~	~~10~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~10~~
	2021	10	1	0	0	0	0	11
	2022	11	1	0	0	0	0	12
	2023	12	1	0	0	0	0	13
Oregon	~~2020~~	~~14~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~14~~
	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	2	12
	2023	12	0	0	0	0	0	12
Pennsylvania	~~2020~~	~~26~~	~~3~~	~~1~~	~~0~~	~~0~~	~~2~~	~~26~~
	2021	26	0	0	0	0	0	26
	2022	26	0	0	0	0	0	26
	2023	26	0	1	0	0	0	25
Rhode Island	~~2020~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
South Carolina	~~2020~~	~~7~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~	~~6~~
	2021	6	0	0	0	0	0	6
	2022	6	1	0	0	0	0	7
	2023	7	0	0	0	0	1	6
South Dakota	~~2020~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Tennessee	~~2020~~	~~9~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~9~~
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
~~Texas~~	~~2020~~	~~42~~	~~3~~	~~0~~	~~0~~	~~0~~	~~3~~	~~42~~
Texas	2021	42	2	0	0	0	1	43
	2022	43	1	1	0	0	0	43
	2023	43	0	0	0	0	0	43
~~Utah~~	~~2020~~	~~10~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~	~~9~~
Utah	2021	9	0	0	0	0	1	8

Advertising Fund and Services								
	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
Vermont	~~2020~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Virginia	~~2020~~	~~23~~	~~1~~	~~0~~	~~0~~	~~0~~	~~1~~	~~23~~
	2021	23	0	0	0	0	0	23
	2022	23	0	0	0	0	1	22
	2023	22	0	0	0	0	0	22
Washington	~~2020~~	~~12~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~12~~
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	1	11
	2023	11	0	0	0	0	0	11
West Virginia	~~2020~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	1	1
Wisconsin	~~2020~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Wyoming	~~2020~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
~~Total (United States)~~	~~2020~~	~~559~~	~~17~~	~~1~~	~~0~~	~~0~~	~~22~~	~~553~~
Total (U.S.)	**2021**	**553**	**13**	**2**	**1**	**0**	**14**	**549**
	2022	**549**	**9**	**3**	**2**	**0**	**12**	**541**
	2023	**541**	**11**	**1**	**3**	**0**	**14**	**534**
Total (Canada)	~~**2020**~~	~~**7**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**0**~~	~~**7**~~
	2021	**7**	**0**	**0**	**0**	**0**	**1**	**6**
	2022	**6**	**0**	**0**	**0**	**0**	**0**	**6**
	2023	**6**	**0**	**0**	**0**	**0**	**0**	**6**
~~Total~~	~~2020~~	~~566~~	~~17~~	~~1~~	~~0~~	~~0~~	~~22~~	~~560~~
Total	**2021**	**560**	**13**	**2**	**1**	**0**	**15**	**555**
	2022	**555**	**9**	**3**	**2**	**0**	**12**	**547**
	2023	**547**	**11**	**1**	**3**	**0**	**14**	**540**

* 1 franchisee re-located across state lines in 2021 by closing its former NY premises and re-opening the outlet in NJ

Table No. 4

Status of Company-Owned Outlets For years ~~2020~~2021 to ~~2022~~2023

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisees	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisees	Col. 8 Outlets at End of the Year
Connecticut	~~2020~~ 2021	~~3~~ 3	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~3~~ 3
	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
Illinois	~~2020~~ 2021	5 ~~6~~	1 ~~0~~	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~6~~ 6
	2022	6	0	0	0	0	6
	2023	6	0	0	0	0	6
Indiana	~~2020~~ 2021	~~1~~ 1	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~1~~ 1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Missouri	~~2020~~ 2021	~~3~~ 3	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~3~~ 3
	2022	3	0	0	0	0	3
	2023	3	0	0	0	2	1
~~Total~~	~~2020~~	~~12~~	~~1~~	~~0~~	~~0~~	~~0~~	~~13~~
Total	**2021**	**13**	**0**	**0**	**0**	**0**	**13**
	2022	**13**	**0**	**0**	**0**	**0**	**13**
	2023	**13**	**0**	**0**	**0**	**2**	**11**

Table No. 5

Projected Openings as of December 31, ~~2022~~2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year*	Projected New Company-Owned Outlets In the Next Fiscal Year
~~Arizona~~	~~1~~	~~1~~	~~0~~
Arkansas	~~0~~1	~~2~~1	0
Arizona	0	3	0
California	0	1	0
Georgia	0	1	0
Idaho	0	1	0
Illinois	0	1	0
~~Florida~~	~~2~~	~~2~~	~~0~~
~~Missouri~~	~~1~~	~~1~~	~~0~~
New Jersey	~~0~~1	~~1~~0	0
New York	0	1	0
Ohio	0	1	0
Oregon	0	1	0
South Carolina	0	1	0
Texas	0	~~1~~3	0
Virginia	0	1	0
~~Wyoming~~	~~0~~	~~1~~	~~0~~
Total	~~4~~2	~~10~~ **16**	**0**

* Projected new outlets include franchise agreements signed but outlets not yet opened at end of last fiscal year

As of the issuance date of this FDD, ~~40~~44 former franchisees had their franchise rights terminated, canceled, transferred, or not renewed, or else voluntarily or involuntarily ceased to do business under our Franchise Agreement, during our last fiscal year ended December 31, ~~2022~~2023, or otherwise have not communicated with us within 10 weeks of this FDD's issuance date. We list contact information for these former franchisees who departed the network in Exhibit G. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

In some instances, current or former franchisees sign provisions restricting their ability to speak

openly about their experiences with us or the AAMCO network. You may wish to speak with current and former franchisees, but be aware that not all such franchisees may be able to communicate with you.

The National AAMCO Dealers Association ("NADA") is an independent, trademark-specific franchisee organization that has asked to be included in our disclosures, whether this year in this FDD or in a prior year as part of a past AAMCO disclosure document. You may contact NADA at: Michael Ganjei, President, NADA, 7316 Wisconsin Avenue, Suite 420, Bethesda, Maryland 20814; phone (800) 446-6231; email mganjei@aamcodealers.com; and online at www.aamcodealers.com. We recognize NADA as an ~~**independent association of franchisees, which we did not create, sponsor or endorse, that is managed and**~~

independent association of franchisees, which we did not create, sponsor or endorse, that is managed and funded solely by those AAMCO franchisees that individually choose to maintain membership in NADA. Besides NADA, no other trademark-specific franchisee organizations associated with the AAMCO network has requested inclusion in our FDD.

independent association of franchisees, which we did not create, sponsor or endorse, that is managed and

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit H to this FDD are the audited consolidated financial statements for AAMCO and its subsidiaries for the fiscal years ending December 31, ~~2022~~2023, December 31, ~~2021~~2022, and December 31, ~~2020~~2021.

order:

The following contracts that are Exhibits are attached to this disclosure document in the following

independent association of franchisees, which we did not create, sponsor or endorse, that is managed and

ITEM 23. RECEIPTS

Our and your copies of the FDD Receipt (last Exhibit to this FDD) are the ending pages located at the back of this document. You must sign one copy of the Receipt and return it to us to acknowledge that you received this of this FDD, and you should keep the other copy for your records.

FRANCHISE AGREEMENT

AAMCO TRANSMISSIONS, LLC

A Pennsylvania Limited Liability Company 201 Gibraltar Road Horsham, Pennsylvania 19044

~~AAMCO FA 04/30/23~~
~~*ACTIVE 43192433v1*~~

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Appendix 9.2 Required Products –that Must be Purchased From AAMCO, and that May be Purchased From AAMCO

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN: (1) AAMCO TRANSMISSIONS, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY LOCATED AT 201 GIBRALTAR ROAD, HORSHAM, PENNSYLVANIA 19044 ("AAMCO"); AND (2) THE PERSON OR PERSONS OR LEGAL ENTITY LISTED BELOW AS "FRANCHISEE." THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE COUNTER-SIGNED BELOW BY AAMCO (THE "EFFECTIVE DATE").

FRANCHISEE: FULL LEGAL NAME (See Attached Ownership Information Form)

_____

_____

LOCATION OF FRANCHISEE'S AAMCO® CENTER (the "Approved Center Location"):

Street Address:_____

City/State/Zip Code:_____

AAMCO Center Number:_____

As a result of extensive experience in the transmission and general automotive repair business, AAMCO has developed methods, procedures and techniques for the operation of AAMCO centers devoted to such repair business and AAMCO has built up substantial business and valuable goodwill by the establishment of such centers throughout the United States and Canada; and

AAMCO has developed, and continues to develop, a comprehensive system for conducting operations in the transmission and general automotive repair business which consists, in part, of the use of the AAMCO Marks (defined below), AAMCO's methods, procedures and techniques, and a network of centers devoted to the transmission and general automotive repair business (the "System"); and

AAMCO identifies the System by means of certain trade names (for example, the "AAMCO" mark and logo), service marks, trademarks, logos, emblems, and indicia of origin, as well as other trade names, service marks, and trademarks that AAMCO may periodically specify in writing for use in connection with the System (all of these are referred to as the "AAMCO Marks"); and

AAMCO has created a substantial demand for its products and services by maintaining high standards of quality in its operation and in the operation of its franchised centers and by extensive advertising (for purposes of this Agreement, including without limitation Section 11, all references to "advertising" shall mean and include "advertising and marketing"); and

AAMCO makes its experience and proprietary know-how available to all its franchisees in order to assist them in opening and developing an AAMCO center. AAMCO makes this and other means at its disposal available to aid Franchisee in Franchisee's management and

operation of Franchisee's AAMCO center.

In recognition of the value of participating in the System, Franchisee desires to acquire from AAMCO, and AAMCO is willing to grant to Franchisee, a franchise upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT AND FOR OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AAMCO AND FRANCHISEE, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

1. Grant of Franchise.

1.1 In consideration of the payment of the Initial License Fee identified in this Agreement, Franchisee shall have the right, subject to compliance with the terms and conditions of this Agreement, and accepts the obligation, to operate an AAMCO transmission and automotive repair center ("Center") at the address identified above in this Agreement (the "Approved Center Location"), under the AAMCO Marks and System.

1.2 Franchisee's Center must be located solely at the Approved Center Location, which is incorporated by reference into this Section 1.2. Franchisee agrees to operate the Center at no other address other than the Approved Center Location. Franchisee also agrees not to, under any circumstance, move or relocate the Center without the express prior written approval of AAMCO, which approval shall only be in the form of a fully executed amendment to this Agreement that changes the Center's address and replaces the Approved Center Location. AAMCO agrees not to unreasonably withhold such relocation approval, but may refuse to grant such approval for so long as Franchisee remains in default of any provision of this Agreement. Nothing in this Agreement shall grant Franchisee any options, rights of first refusal or similar rights to acquire additional franchises from AAMCO.

AAMCO expressly reserves the right to grant additional franchises or establish other Centers in the same Statistical Area (as that term is defined on the signature page of this Agreement). The number of Centers will be based upon then current motor vehicle registrations and the marketing program of AAMCO, and shall be limited to a maximum of one Center for each 100,000 motor vehicle registrations. Notwithstanding this motor vehicle registration limit, Franchisee agrees that Franchisee does not have and is not being granted a protected trading area; specifically, without limitation, in regard to the placement of other Centers.

AAMCO or its affiliates may acquire or develop businesses or franchise systems that are in competition with the Center, including locations near the Center. Franchisee agrees that AAMCO is under no obligation to compensate Franchisee for services performed by such businesses or franchise systems that are in proximity to the Center.

2. Initial License Fee.

Franchisee agrees to pay to AAMCO, prior to or upon the execution of this Agreement, an "Initial License Fee." If Franchisee (as an individual, or any of the equity owners of the Entity (defined below)) does not currently own a fifty percent (50%) or greater ownership in another Center franchise, then the amount of the Initial License Fee is $39,500. If

Franchisee (as an individual, or any of the equity owners of the Entity) currently owns a fifty percent (50%) or greater ownership in another AAMCO franchise, then the amount of the Initial License Fee is $17,500. If Franchisee is signing this Agreement: (i) pursuant to the purchase of an existing Center directly from an AAMCO franchisee; or (ii) as a renewal of the Center's franchise rights pursuant to Section 3 below, there is no Initial License Fee payable to AAMCO.

Franchisee acknowledges that AAMCO shall incur expenses upon execution of this Agreement. In the event of any termination, cancellation or rescission of this Agreement for any reason whatsoever, AAMCO will suffer damages not able to be determined; therefore, AAMCO, in addition to any other rights or remedies it may have, shall be entitled to retain any payments towards the Initial License Fee as liquidated damages.

3. Term and Renewal.

This Agreement begins on the date set forth above and continues for a term of fifteen (15) years. Unless either party gives written notice of its intention not to renew at least one (1) year prior to the expiration of the fifteen-year term, this Agreement will automatically renew at the end of the current term for one (1) additional fifteen year term. If this Agreement renews AAMCO may, in its sole discretion, elect to issue Franchisee a new franchise agreement for the renewal term. If AAMCO elects to issue Franchisee a new franchise agreement, Franchisee must execute such franchise agreement and be bound by the terms therein. If AAMCO elects not to issue Franchisee a new franchise agreement, then this Agreement will continue in full force and effect through the entire renewal term. Nothing in this Section 3 eliminates or restricts AAMCO's express right to increase the Franchise Fee upon renewal in accordance with its then current policy, regardless of the franchise agreement in effect. Any non-renewal by AAMCO must be based on good cause. Notwithstanding anything in this Section 3 to the contrary, any non-renewal of this Agreement by Franchisee triggers Franchisee's requirement to comply with the provisions of this Agreement regarding termination and non-competition, which includes without limitation Sections 19 and 20 herein.

4. Approved Center Location and Lease.

In the event Franchisee fails to open the Center for business at the Approved Center Location within one year from the date of execution of this Agreement, AAMCO may, absent any extension of time agreed to in writing by AAMCO, immediately and without prior notice, cancel and terminate this Agreement.

Franchisee agrees not to execute any documents of purchase or lease for the Center's location without the prior written approval of AAMCO as to location and terms of sale or lease, whichever is applicable. Franchisee further agrees that AAMCO's approval of the Approved Center Location is conditioned upon Franchisee making all necessary interior and/or exterior renovations to the Center location in order to comply with AAMCO's then-current appearance standards.

If Franchisee purchases the Center location at any time during the term of this Agreement, or is the owner of the Center location prior to the execution of this Agreement, Franchisee hereby grants to AAMCO the option to lease the location on substantially the same terms and conditions contained in any lease under which Franchisee occupied the location as lessee, or if no such lease existed, then on terms and conditions that are commercially reasonable. This option granted may be exercised by AAMCO for a period of

thirty (30) days following the termination, rejection, or rescission of this Agreement for any reason whatsoever. If requested, Franchisee agrees to sign a lease or similar document providing AAMCO or its designee the rights of occupancy granted herein.

If Franchisee purchases the Approved Center Location at any time during the term of this Agreement, or is the owner of the Approved Center Location prior to the execution of this Agreement, Franchisee hereby grants to AAMCO, upon expiration or non-renewal, a right of first refusal to purchase or lease the Approved Center Location on terms and conditions that are commercially reasonable or on substantially the same financial terms and conditions of any binding third-party offer. This right of first refusal may be exercised by AAMCO for a period of thirty (30) days following such expiration or non-renewal; provided, however, this right of first refusal shall not apply if Franchisee himself is using the location so long as such use is in compliance with Section 20(b) of this Agreement.

If Franchisee is leasing the Center location, then Franchisee shall execute the lease and agrees to deliver a copy of the fully executed lease to AAMCO. Franchisee agrees that the lease shall contain (i) a provision that the authorized use of the premises shall be as an AAMCO Transmissions center only, which includes transmission and general automotive repairs; and (ii) a conditional assignment clause which shall provide that, upon the termination or expiration of this Agreement for any reason whatsoever, AAMCO or its designee shall have the option for thirty (30) days to assume the obligations of and to replace Franchisee as the lessee under the lease and at any time thereafter reassign the lease to a new franchisee. Franchisee agrees not to terminate, renew or in any way alter or amend the Center's lease during the Term or any renewal term of this franchise without AAMCO's prior written consent, and any attempted termination, renewal, alteration or amendment shall be null and void and have no effect as to AAMCO or AAMCO's interests.

Except as otherwise provided in this Agreement, Franchisee agrees not to assign its Center lease or sublet the Center, or any portion of the premises containing the Center.

If Franchisee chooses to design and construct his Center, Franchisee agrees to engage AAMCO's designated design and construction professional or, alternatively, to procure design and construction services from another source approved by AAMCO in writing.

Franchisee agrees not to make any material change to the Center premises or adjacent areas without the prior written consent of AAMCO.

Franchisee agrees to use the Center's premises solely and exclusively for the operation of an AAMCO franchised business.

5. Training, Staffing, Security Deposit and Commencement of Business.

5.1 Training

Prior to opening the Center for business, Franchisee must attend and successfully complete to AAMCO's satisfaction, AAMCO's operator's training school, which includes instruction, training, and education in the operation of the Center. All expenses of travel, lodging, meals, and any other expenses relating to attendance at such school shall be

borne and paid solely by Franchisee. If Franchisee fails to complete training to AAMCO's satisfaction, AAMCO, in its sole discretion, may terminate this Agreement immediately, and this Agreement shall be of no further force and effect and neither AAMCO nor Franchisee shall have any further liability or obligation to the other; provided, however, that the provisions of section 20 (titled "Covenant Not-to-Compete") shall survive any such termination. If at any time during the term of this Agreement, AAMCO determines, in its sole discretion, that Franchisee's involvement in the day-to-day operations of the Center falls below the commitment required by this Agreement, then AAMCO may require additional parties to attend and satisfactorily complete AAMCO's operator's training school to ensure that a properly-trained individual is running the day-to-day operations of the Center.

[illegible] Provided Franchisee (i) is not the franchise owner of a currently operational AAMCO center or (ii) is not signing this Agreement pursuant to the purchase of an existing AAMCO center directly from an AAMCO franchisee, then Franchisee agrees to pay AAMCO a training fee of $10,000 for the "Business Coach" on-site training program in which AAMCO or its designee will provide five (5) weeks of on-site training for Franchisee and Franchisee's staff within the initial thirteen (13) weeks of the Center becoming operational. The Business Coach training fee is due at the start of AAMCO's operator's training school. The training will be held at Franchisee's Center and be substantially conducted during the Center's hours of operation.

[illegible] Franchisee agrees to attend such additional training or meetings at such locations as AAMCO may, from time to time, direct. All expenses incurred in connection with such attendance at training sessions or meetings shall be borne solely by Franchisee.

5.2 Staffing.

[illegible] Franchisee agrees to maintain at all times during the term of this Agreement a staff of trained employees sufficient to operate the Center in accordance with this Agreement. Franchisee agrees that all personnel whom Franchisee employs shall conform to the experience or skill standards which AAMCO may prescribe. Franchisee agrees to direct any of its employees to attend such meetings and training sessions as AAMCO may require, including directing the Center's technicians to obtain technical certification, as AAMCO may require, pursuant to AAMCO's technical certification program or a comparable technical certification program approved by AAMCO. All expenses of travel, lodging, meals and any other expenses shall be borne and paid by Franchisee or the Center's employees.

[illegible] Franchisee agrees not to employ any person who may be required by AAMCO to complete a training program or otherwise meet training requirements, but who fails to do so for any reason whatsoever.

[illegible] Franchisee acknowledges and agrees that the training of the Center's technical employees is essential to the successful operation of the Center. Therefore, Franchisee agrees to purchase, participate in, and utilize all existing technical software, equipment, materials, services, and programs (i) that are in use as of the date of this Agreement and (ii) that AAMCO may from time to time develop in the future. Franchisee must also purchase, participate in, and utilize all technical software, equipment, materials, services, and programs developed in addition to, to enhance, or to replace existing technical software, equipment, materials, services, or programs that AAMCO may, in its sole discretion, develop from time to time. AAMCO's technical programs and products as of the date of this Agreement

include without limitation, the AAMCO Tech Video/DVD Library Program, DirecTech PRO®, and ALLDATA. AAMCO may, without notice, deliver all technical software, equipment, materials, services, and programs, or upgrades thereto, to Franchisee and charge the expense of these items to Franchisee's AAMCO account. Franchisee must abide by the terms and conditions, if any, that are published by AAMCO for all technical software, equipment, materials, services, and programs. AAMCO may, at AAMCO's sole discretion, enroll Franchisee in, or subscribe Franchisee to, AAMCO's then current third-party provider of automotive service/repair data, and Franchisee must sign any documents and pay all fees required by such thirty-party provider.

Franchisee agrees that, regarding the hiring of employees for the Center, nothing shall prevent Franchisee from advertising generally for employees to fill vacant positions.

Franchisee agrees to hire only those employees who, upon appropriate screening, demonstrate themselves to be honest and dependable. Franchisee further agrees not to knowingly hire or employ at any point during the term, without AAMCO's prior written consent, any former AAMCO franchisee who has been terminated by AAMCO for cause at any time before or after the Effective Date.

5.3 Security Deposit.

Franchisee agrees to, on the first day of operator's training school, pay a "Security Deposit" to AAMCO in the amount of $5,000 as security for compliance with all the provisions of this Agreement. This Security Deposit shall be retained by AAMCO and AAMCO shall have the right to reimburse itself or others, including customers of Franchisee's Center, from this Security Deposit for any costs or expenses that may be sustained by AAMCO or others, as a result of failure by Franchisee to comply with any provision of this Agreement. AAMCO has sole and absolute discretion in determining the amount of reimbursement from this Security Deposit, and agrees to act reasonably in making such determinations.

Franchisee acknowledges that the creation and use of this Security Deposit is a condition of the franchise, is intended to maintain a high level of customer satisfaction, and to minimize or resolve customer complaints. It is agreed that AAMCO may use the Security Deposit funds to cure any default by Franchisee under this Agreement and to defray expenses, damages or attorneys' fees of AAMCO or others, reasonably necessary to cure any such default, including refunds to customers of Franchisee as AAMCO may determine. AAMCO may send written notice to Franchisee of defaults calling for action under these provisions; however, Franchisee hereby authorizes AAMCO to apply the Security Deposit or any portion of it for the purposes specified in this provision without prior, actual notice to Franchisee that the money has been applied.

Franchisee agrees that should the amount of the Security Deposit with AAMCO become less than $5,000 because of any reason whatsoever, then Franchisee, upon notice from AAMCO, shall immediately pay whatever amount is needed so that the amount of the Security Deposit is fully replenished and equals $5,000.

The Security Deposit shall be reimbursed to Franchisee upon request after ninety (90) days from the date of termination of this Agreement if the Center is sold by Franchisee in accordance with section 18.2 of this Agreement and the new franchisee assumes Franchisee's warranty obligations and pays a new Security Deposit with AAMCO. In

all other situations when this Agreement terminates, expires or is rescinded, AAMCO may use the Security Deposit to cover the costs of warranty work arising from warranties issued by the Center prior to the termination, expiration or rescission of this Agreement; and AAMCO may retain the deposit for a period of three (3) years from the date of termination, at which time any remaining balance will be returned to Franchisee upon request provided Franchisee has complied in full with sections 19 and 20 of this Agreement. All warranty repairs charged under this subsection shall be performed at and in accordance with AAMCO's then current Intershop Warranty rate and policies and procedures.

6. Services Rendered by AAMCO. AAMCO agrees to:

[a]

[a] assist Franchisee with the layout of the Center and the Center

equipment;

~~equipment;~~

[b]

[b] assist Franchise

loan to Franch

[c]

t [c]

the Operator's Manual described in Section 7, parts catalogues, and instructional and training materials for the purpose of providing guidance in AAMCO's proprietary methods, procedures, and techniques of operating a Center;

(o) furnish, from time to time, such business information, literature and materials as AAMCO determines may be helpful in improving the operations of the Center;

(e) advise and consult with Franchisee during usual business hours on matters relating to the operation of the Center;

(f) advise Franchisee of any new developments or improvements in the System;

(g) assist Franchisee by providing up-to-date technical support to Franchisee and Franchisee's authorized employees.

(h) provide initial training and on-site training at the Center as specified herein, and other additional training programs, sessions, and meetings as AAMCO may determine;

(i) assist in the design of advertising promoting the business of AAMCO franchisees and the services they sell; and make available to Franchisee its experience, know-how, guidance, and counseling with respect to national, regional, and/or local advertising, and combinations thereof, including the selection of particular media and advertising content, as well as the choice of agencies for the purchase and use of these advertising techniques;

(j) continue to protect the goodwill and reputation associated with the AAMCO name and marks and other distinguishing aspects of the System; and

(k) conduct a marketing study, and to receive and consider input and comments from Franchisee, before granting any additional franchise in the Statistical Area where Franchisee's Center is located.

7. Operator's Manual

7.1 Operator's Manual.

(a) AAMCO shall loan to Franchisee or otherwise allow Franchisee to access, for the term of this Agreement, a manual produced and published by AAMCO (the "Operator's Manual") which: (i) is incorporated by reference into this Agreement; and (ii) includes, in part, the business procedures, technical advice, policies and procedures, and rules and regulations for the operation of the Center. AAMCO may provide the Operator's Manual in any format it deems appropriate (including, without limitation, by paper, electronically, or via an internet website or secured portal).

(b) Franchisee agrees that Franchisee will comply with all of the policies and procedures which AAMCO establishes from time to time including those set forth in AAMCO's Operator's Manual, training manuals as modified and/or updated by AAMCO from time-to-time as determined by AAMCO in its sole discretion.

7.2 Franchisee acknowledges and agrees that:

(a) the Operator's Manual is the property of AAMCO and shall remain its property during the term of this Agreement and during a renewal term of the Center's franchise rights;

(b) the Operator's Manual contains confidential information which Franchisee will protect as a trade secret, and that its loss will cause substantial damage to AAMCO and the System although the amount of such loss would be incalculable with any degree of accuracy. Consequently, in the event of loss of this Operator's Manual, Franchisee agrees to pay to AAMCO such sum as may be agreed upon for its replacement, as liquidated damages and not as a penalty;

(c) Franchisee will not reprint or reproduce any portion of the Operator's Manual for any reason whatsoever; and

(d) upon expiration or termination of this Agreement for any reason, the Operator's Manual will be immediately returned to AAMCO.

8. Certain Obligations of Franchisee. In order to maintain the high quality and uniform standards associated with the System and to protect its good will and reputation, Franchisee agrees to:

(a) deal fairly and honestly with AAMCO and with each customer, and that Franchisee will render prompt, workmanlike, courteous, and willing service in the Center;

(b) operate the Center in such a manner so as to avoid customer complaints, since any customer complaints cause harm to the growth of AAMCO's national identity, reputation in the marketplace and association of its name with quality repairs. Franchisee agrees that any customer complaints generated by the Center, including but not limited to those in which customers allege abuse, fraud, or deceptive or unfair trade practices, cause such harm individually and in the aggregate. Franchisee agrees to handle all customer complaints and adjustments in a uniform manner consistent with the protocols and requirements specified by the Operator's Manual whether they arise from the Center or from any other AAMCO center;

(c) honor, comply with the terms of, and pay for all advertising placed by or at the direction of AAMCO or Franchisee, which includes paying all Yellow Page (or similar telephone directory) advertising fees for any advertisement already published that contains a telephone number that is directed to ring into the Center ("Pre-published Ad") provided that Franchisee shall only be responsible to pay a prorated portion of the costs of such Pre- published Ad based on the time Franchisee operates the Center while the telephone number in such Pre-published Ad is directed to the Center;

(d) operate the Center as Franchisee's primary occupation by maintaining a regular and reasonably consistent schedule of managing the day-to-day operations and development of the business of the Center;

(e) operate the Center exclusively as an AAMCO transmission business that offers transmission and general automotive repair, as well as additional products and services as AAMCO may from time to time prescribe, and not engage in any other business at the Center, except as otherwise approved in writing by AAMCO;

keep the Center open for business the minimum number of days per week and hours per day as may be prescribed by AAMCO in the Operator's Manual from time to time;

design, keep, and maintain the Center and its interior and exterior appearance in an attractive, clean, safe, and orderly manner consistent with the operation of a first class automotive business and any directives of AAMCO deemed by it to be necessary to protect the standards of quality and uniformity of all AAMCO centers and the System, including (i) interior and exterior painting and décor, (ii) shop and sales office layout and character of interior furnishings, and (iii) use and display of such signs, emblems, logos, lettering, and pictorial materials as required or approved by AAMCO;

operate the Center in accordance with the methods, policies and procedures, and techniques included in the Operator's Manual and other training manuals and materials, as modified and/or updated from time to time as determined by AAMCO in its sole discretion, or otherwise approved by AAMCO;

refrain from any business practice or conduct that will detract from or bring into disrepute the AAMCO name and marks;

comply at all times with all federal, state, provincial, county, city, municipal, and other local laws, regulations, and ordinances applicable to Franchisee's business;

maintain at all times (except when fire or other casualty so prevents) sufficient supplies and personnel to operate the Center at maximum capacity and efficiency, including a full time Customer Service Manager (other than Franchisee) who is primarily responsible for customer contact within the Center, and who has successfully completed AAMCO's CSM training program, or other such personnel as AAMCO may prescribe from time to time;

operate the Center under the name AAMCO and under no other name unless directed in writing by AAMCO, and use and display the AAMCO name and marks prominently in such manner as may from time to time be directed in writing by AAMCO and not use or prominently display any other trade name, trademark, service mark or other designation

during the term of this Agreement, and refrain from publishing or otherwise advertising the Center address or phone number(s) that ring(s) into the Center under any other name or mark;

permit AAMCO, during business hours, to inspect the premises of the Center, confer with Franchisee and Franchisee's employees and customers, check equipment and inventories, methods, books and records, and perform any other inspection deemed by AAMCO to be necessary to determine the nature, quality, and uniformity of services rendered at the Center in order to protect the System and to determine Franchisee's performance under this Agreement. Franchisee specifically agrees that neither Franchisee's physical presence in the Center nor specific consent to any such inspection shall be necessary, and that failure by Franchisee to fully cooperate with any such inspection makes this Agreement terminable at AAMCO's sole discretion;

submit to AAMCO uniform business and financial reports and

financial statements per Section 10 herein and in accordance with any procedures set forth in writing by AAMCO, and, at AAMCO's request, deliver a copy of Franchisee's federal income tax return relating to the operations of the Center;

(o) maintain a system of bookkeeping and recordkeeping as requested by AAMCO, keep the Center's books and records at the Center at all times and make them available during business hours to authorized representatives of AAMCO for the purpose of verifying the accuracy of Franchisee's business and financial reports. Franchisee agrees that failure by Franchisee to fully cooperate with AAMCO's request for bookkeeping/recordkeeping documentation makes this Agreement terminable at AAMCO's sole discretion. If such verification reveals that the Gross Receipts reported by Franchisee to AAMCO are more than two percent (2%) less than Franchisee's actual Gross Receipts, Franchisee agrees to reimburse AAMCO for all expenses connected with such verification, including, but not limited to, reasonable administrative, accounting and legal fees, and without limitation to any other rights and remedies AAMCO in its sole discretion, may elect to pursue. Franchisee shall pay to AAMCO immediately any deficient and delinquent Franchise Fees, together with interest at the rate of eighteen percent (18%) per annum calculated from the date when the Franchise Fees should have been paid to the date of actual payment. Franchisee further acknowledges and agrees that the actual damages sustained by AAMCO in the event of underreporting of Gross Receipts are difficult to ascertain and that in addition to the fees, interest, and expenses stated above, Franchisee shall also pay AAMCO liquidated damages in an amount equal to three times the Franchise Fees due plus interest as calculated above. These liquidated damages shall be in addition to any other remedies AAMCO may have;

(p) use only such forms or methods of recording data as AAMCO specifically prescribes or authorizes including, without limitation, AAMCO software or related computer or electronic programs, AAMCO diagnostic forms, AAMCO warranty cards, AAMCO reporting forms and consecutively numbered AAMCO repair orders for which AAMCO may make a reasonable charge; and maintain copies of such repair orders in sequential order so that an accurate accounting may be made of each repair order;

(q) offer to customers of the Center all services, products, and/or warranties which AAMCO may prescribe, which includes, without limitation, "Total Car Care" services. Franchisee acknowledges that AAMCO retains the exclusive right to make modifications from time to time to such services, products, and/or warranties;

(r) pay the Franchise Fee (as defined in Section 10 herein) and all other fees and/or charges arising under this Agreement and related agreements by electronic funds transfer as described in Section 10(e) below, sign all documents necessary to effect such electronic funds transfer, and at all times keep AAMCO updated with any change in bank information necessary to effectuate such electronic funds transfer and/or provide updated bank information as requested by AAMCO from time to time;

(s) periodically upgrade and/or remodel the Center as AAMCO may, from time to time, require to promote the standards of quality and uniformity of AAMCO centers and the System, including without limitation replacing and/or upgrading exterior and interior signs and décor, provided that no such upgrading or remodeling during the Term will require any increase in the square footage of the Center premises, and further provided that Franchisee shall not be required to spend more than $15,000 on such image (i.e., non-equipment) upgrading or remodeling with any five (5) year period during the Term nor shall the aggregate

cost of all image (i.e., non-equipment) upgrades or remodeling required by AAMCO during the entire Term of this Agreement exceed $25,000;

☐ require your employees to comply with such dress code or standards as AAMCO may require, which may include use of branded (or other "**uniform**") apparel, and otherwise identify themselves with the AAMCO Marks at all times in the manner AAMCO specifies (whether in the Operator's Manual or otherwise in writing). AAMCO may also require that Franchisee and its employees comply with personal appearance standards (including but not limited to dress code, shoes, hair color, and sanitation and personal hygiene, etc.); and

☐ participate in and comply with all programs and initiatives as required by AAMCO.

9. Equipment, Inventory, Supplies and Signs.

9.1 Standards and Specifications. AAMCO may fix and determine all standards, specifications, and requirements for all equipment, supplies, parts, and assembly sets used by Franchisee in the Center. AAMCO has the absolute right to limit the suppliers with whom Franchisee may deal. AAMCO may restrict Franchisee's sources of products and services now and in the future in order to protect AAMCO's trade secrets, assure quality, assure a reliable supply of products that meet AAMCO's standards, achieve better purchase terms and delivery service, control usage of AAMCO's trademarks, and monitor the sale of products and services at AAMCO Centers. AAMCO may list all designated and approved suppliers (including AAMCO and its affiliates) in the confidential operations and policy manual(s) or otherwise communicate them to Franchisee in writing. AAMCO may periodically revise this list at its discretion. Franchisee may purchase equipment, supplies, parts, and assembly sets that are not required to be purchased from AAMCO per Section 9.2 below, from any approved supplier, so long as they conform to AAMCO's then established standards, specifications, and requirements. The approved suppliers may include AAMCO and its affiliates, and Franchisee agrees to use commercially reasonable efforts to utilize AAMCO's affiliates as the primary supplier of items where AAMCO's affiliates are competitive in terms of price and service compared with the same or similar items available from other qualified suppliers. For some items, AAMCO and its affiliates may be the sole supplier so long as such items are competitive in terms of price and service compared with substantially the same items available from other qualified suppliers. AAMCO agrees to furnish current standards, specifications, and requirements to Franchisee or a vendor, upon reasonable request and without charge, in order to facilitate having the vendor approved as a source of such item(s). Franchisee must, at any time during the term of this Agreement, purchase equipment and/or supplies needed to comply with any change or update to the standards, specifications, or requirements that AAMCO, in its sole discretion, may make from time to time.

9.2 Original Equipment, Supplies and Inventory. Prior to the opening of the Center, Franchisee must purchase the equipment, supplies, and inventory ("Items") designated in Appendix 9.2 of this Agreement as "Required – must purchase from AAMCO" and "Required – may purchase from AAMCO." Franchisee may purchase Items designated as "Optional" in Appendix 9.2 at Franchisee's discretion. Except as prohibited by state law, Franchisee must purchase all Items in Appendix 9.2 designated as "Required – must purchase from AAMCO" exclusively from AAMCO. Franchisee must purchase all Items in Appendix 9.2 designated as "Required – may purchase from AAMCO" through either AAMCO or an approved vendor; provided, that if any Item is purchased through any source other than AAMCO, Franchisee must submit to AAMCO, upon request, specifications from the suppliers for any of these Items to verify that the Items comply with AAMCO's standards, specifications, and requirements. All

Items purchased from or through AAMCO will be supplied to Franchisee at the price then in effect; provided, that if prior to delivery of such Items, the price to AAMCO increases, then AAMCO may proportionately increase the price to Franchisee. If any Item is not available at the time of request, then AAMCO may substitute merchandise of a similar quality, and adjust the price, after notice to Franchisee. Franchisee acknowledges and agrees that Appendix 9.2 in no way diminishes or limits Franchisee's responsibility to purchase additional Items as AAMCO may require, in its sole discretion, from time to time during the term of this Agreement.

9.3 Operating Inventory. Franchisee acknowledges that consumer acceptance, quality, and standardization of parts and assembly sets used by AAMCO Centers is integral to the System. Franchisee further acknowledges and agrees that the exclusive use of parts and assembly sets that comply with AAMCO's standards, specifications, and requirements is an essential condition of the performance of this Agreement. Accordingly, Franchisee must, at AAMCO's request, submit a certification or other forms of verification that Franchisee uses parts and assembly sets that comply with AAMCO's standards, specifications, and requirements.

9.4 Product Warranties. There are no warranties, express or implied, made by AAMCO under this Agreement for the products purchased by Franchisee, including without limitation the implied warranty of merchantability, and Franchisee hereby waives any such warranty found to exist.

9.5 Signs. Franchisee agrees to erect, outside and inside the Center, signs of such size and construction as pre-approved in writing by AAMCO. No other signs may be erected or used. Franchisee acknowledges and agrees that AAMCO shall have exclusive control of the use and display of all sign faces bearing the AAMCO name or marks.

10. Franchise Fees and Business Reports.

~~a~~ a During the term of this Agreement, Franchisee agrees to pay to AAMCO a franchise fee equal to seven and one-half percent (7½%) of the Gross Receipts of all business transacted by Franchisee (the "Franchise Fee" or "Franchise Fees"). As used herein, "Gross Receipts" means all forms of consideration received by the Center for all work, sale of parts, supplies, accessories, or services sold, completed, and delivered to customers of the Center, exclusive of sales tax. Franchisee agrees to pay to AAMCO each Tuesday by 12:00 noon EST the Franchise Fees due on Gross Receipts earned during the preceding seven (7) day period of Monday through Sunday. The Franchise Fee must be remitted simultaneously with Franchisee's weekly business reported as required by this Section 10. If a Tuesday falls on a federal holiday, as defined by the United States Office of Personnel Management (or any successor or replacement agency or entity), then Franchise Fees and the accompanying weekly business reports must be submitted by 12:00 noon EST the next business day that is not a federal holiday.

~~b~~ b Franchisee must at all times utilize, and pay for, AAMCO's then current point-of-service program and equipment in the format prescribed by AAMCO (i.e. software, website-based, etc.), which such program AAMCO may change and/or update at its sole discretion from time to time ("AAMCO POS"). Franchisee further agrees to abide by the terms and conditions published by AAMCO for the AAMCO POS in use at any given time. Franchisee must not utilize any point-of-service program other than that prescribed by AAMCO. Franchisee must take any action reasonably necessary to facilitate the proper usage of the then current AAMCO POS, including without limitation: (i) upgrading, purchasing, and/or installing equipment or accessories (i.e. computers, wires, routers, or other related devices), (ii)

purchasing or subscribing to any Internet access, communications plan, or similar data-transfer system/service, or (iii) collecting, inputting, or transmitting any information requested by AAMCO to be collected, inputted, or transmitted. Franchisee must utilize the AAMCO POS to record and submit (either by uploading or having the data downloaded) all Gross Receipts transactions, including without limitation data from repair orders and other information as AAMCO may from time to time require ("Business Reports"). AAMCO may access the Center's AAMCO POS (i) remotely without notice to Franchisee or (ii) via the then current computer, terminal, or system used for such purpose located at the Center during normal business hours, provided such access does not unreasonably interfere with the Center's operations. At AAMCO's request, Franchisee must submit such Business Reports via paper, mail, delivery service, email, facsimile, or other means should circumstances necessitate an alternate form of reporting.

AAMCO may, in its sole discretion, (i) alter the format of, and/or information required on or in, the AAMCO POS, any reports, forms, or repair orders that Franchisee is obligated to utilize under this Agreement or (ii) require Franchisee to utilize any new AAMCO POS, reports, forms, or repair orders at the Center.

Franchisee must retain accurate records of all Business Reports of the Center, as well as any other forms required to be utilized under this Agreement, for the most recent seven (7) year period, and to submit such Business Reports or forms as directed by AAMCO.

Franchisee agrees that the Franchise Fee and all other fees, charges and/or amounts owed by Franchisee under this Agreement, specifically including, but not limited to, any sums due for any advertising, whether national, regional, local and/or national creative, pursuant to Section 11 below, shall be remitted to AAMCO via electronic funds transfer ("EFT") from the designated account(s) of Franchisee's financial institution. Prior to opening the Center, and from time to time thereafter as events may require, Franchisee agrees to provide AAMCO written authorization, and such other information as AAMCO may require, in such form as shall be approved by AAMCO, which shall authorize and/or enable Franchisee's financial institution to accept debit originations, electronic debit entries, or other EFT from AAMCO and electronically deposit Franchise Fees and other sums owed under this Agreement directly to AAMCO's bank account(s).

Franchisee authorizes AAMCO to withdraw funds by EFT upon or after the funds become due to AAMCO under this Agreement, at such days and times as AAMCO shall determine. Franchisee agrees that it shall be an event of default under Section 19.1 of this Agreement if Franchisee closes or makes Franchisee's designated account(s)

inaccessible by AAMCO without completing the following before or promptly after the account is made inaccessible:

(1) notifying AAMCO in writing of such event;

withdrawals; and

(2) establishing anothe

(3) providing the written

authorization and information required in subsection (c) above for such new/replacement account.

Franchisee agrees that if AAMCO has not received from Franchisee, by 12 noon Eastern time on each Tuesday, a report of the Center's Gross Receipts from the preceding week by written statements or Business Reports in the form prescribed by AAMCO under this Section 10 of this Agreement or by electronic polling, then AAMCO shall be entitled to withdraw by EFT from Franchisee's designated account(s) the appropriate Franchise Fee based on an arithmetic average of Franchisee's weekly gross sales reported to AAMCO over a number of previous weeks as determined by AAMCO or based on some other means of estimating Franchisee's gross sales as determined by AAMCO. If a Business Report in the form of a statement required under this Section 10 is subsequently received and reflects (i) that the actual amount of the Franchise Fee due was more than the amount of the EFT by AAMCO, then AAMCO shall be entitled to additional funds by EFT from Franchisee's designated account(s) for the difference or (ii) that the actual amount of the Franchise Fee due was less than the amount of the EFT by AAMCO, then AAMCO shall credit the excess amount to the payment of Franchisee's future Franchise Fee or other fees due under this Agreement.

Franchisee agrees that, upon written notice from AAMCO, he may be required to pay any amount(s) due under this Agreement directly to AAMCO by check or other non-electronic means, instead of by EFT, solely at AAMCO's discretion.

11. Advertising.

11.1 National Creative Advertising Fee. Franchisee agrees to pay a "National Creative Advertising Fee" in accordance with the formulas which will be provided by the National Creative Committee and administered by AAMCO. Payment of this National Creative Advertising Fee shall be made to AAMCO in accordance with its instructions, including compliance with Section 10(e) providing for payment by EFT.

11.2 Grand Opening Advertising.

Franchisee agrees to pay AAMCO a fee in the amount of Five Thousand Dollars ($5,000) upon execution of this Agreement to be used for grand opening promotions for the Center before and around the Center's opening. AAMCO will disburse these amounts for the Center's grand opening program, but will coordinate with Franchisee to determine how these funds will be used, such as for online marketing, direct mail campaigns, or television or radio ad placement to promote the Center.

11.3 ~~11.2~~Local Advertising.

Franchisee acknowledges and agrees that all advertising must be approved by AAMCO in advance of its use and Franchisee agrees not to use any advertising unless and until such has been approved in writing by AAMCO. Franchisee specifically agrees to participate in the national Yellow Pages program of AAMCO, to place and pay for Yellow Pages advertising through this program, and agrees not to place Yellow Pages advertising in any other manner. Franchise may only advertise RCF Numbers, per Section 15 herein, in Yellow Pages or any other advertisement. Franchisee further agrees to use, display or distribute

in or about the Center any advertising, promotional or informational materials that AAMCO may provide from time to time and to follow AAMCO's instructions regarding such materials.

(d) (d) Franchisee acknowledges that, in addition to Yellow Pages advertising, it is mandatory to employ advertising at the local level and to participate in and pay for advertising programs and promotional activities at the local level. Franchisee agrees to share local advertising expenses with other franchisees in the Designated Market Area (DMA) as defined by A.C. Nielsen Company which may change from time-to-time; and, provided that the Center is located within such DMA, Franchisee acknowledges that AAMCO cannot provide Franchisee a discount on the weekly fees due to such local ad pool based on geographic location or any other measurement. Franchisee agrees to execute all local ad pool documents as may be required and approved by AAMCO.

(c) (c) If Franchisee's AAMCO Center is not part of a DMA, is the only AAMCO Center in a DMA, or in the event a majority of the Centers in the DMA vote not to implement a local advertising buy and budget, or not to have a locally administered advertising pool, then, unless Franchisee documents expenditures for local advertising pursuant to this Section, Franchisee shall pay to AAMCO a weekly continuing advertising fee (the "continuing advertising fee") of either (i) for those Centers located in one of the top 20 DMAs based on population as determined by A. C. Nielsen Company, the greater of five percent (5%) of the Gross Receipts of the Center or $500 or (ii) for Centers located in all other DMAs, the greater of four percent (4%) of the Gross Receipts or $400, which shall be payable weekly, at the same time and in the same manner as set forth in Section 10 of this Agreement; provided, however, if National or Regional Advertising is implemented pursuant to Section 11.3, AAMCO may proportionally reduce this continuing advertising fee. If the local ad pool assessment is less than the continuing advertising fee, then Franchisee shall remit to AAMCO on a weekly basis the difference between the local ad pool assessment and the continuing advertising fee. If Franchisee documents, at AAMCO's request and in a form directed by AAMCO, expenditures with an approved advertising agency or directly with an advertising vendor or vendors in amounts prescribed by subparagraphs (c)(i) or (c)(ii) above, then payment of the continuing advertising fee shall be waived.

(1) The continuing advertising fee shall not be used for general operating expenses of AAMCO, but shall be used and expended for media costs, commissions, fees, production and development costs not covered by the National Creative Advertising Fee, and other costs of all advertising which is published, broadcast, displayed, or otherwise disseminated, including by any electronic means such as the Internet or telephone, either during the calendar year in which such continuing advertising fee is received by AAMCO or during the immediately succeeding calendar year. AAMCO may, in its sole discretion, suspend the placement of advertising for Franchisee using such continuing advertising fees if any payments due AAMCO under this Agreement or any other agreement in effect between the parties are not paid as and when due. Any such suspension may continue until Franchisee has paid in full all sums currently owed to AAMCO. Franchisee is not relieved of any obligation to pay such continuing advertising fees during the term of any suspension. During the term of any such suspension, Franchisee shall be prohibited from placing advertising pursuant to section 11.2(g).

(2) All decisions from time to time regarding the selection of the particular media, and the advertising content, for advertising paid with continuing advertising fees shall be within the sole discretion of AAMCO and such agencies or others as it may appoint. AAMCO or its designated agencies may retain commissions or prepaid discounts for

the placement of such advertising and, for any non-commissionable media, may charge a fee not to exceed ten percent (10%) for the administration and placement of such advertising.

Franchisee acknowledges that AAMCO has the right to approve an advertising agency, which approval shall not be unreasonably withheld, and Franchisee agrees to place advertising only with an agency approved by AAMCO; Franchisee agrees to pay promptly fees which become due to any such agency.

Franchisee agrees that, if Franchisee fails to pay promptly an amount due his advertising agency or his local advertising group or pool, then either AAMCO, or other AAMCO franchisees in the local advertising group or pool of which Franchisee is a member, or the local advertising group or pool itself shall be entitled to recover the amount due from Franchisee. Franchisee acknowledges that all local advertising benefits him and the other franchisees in the local advertising group or pool. Franchisee acknowledges that despite failure to contribute to Franchisee's local AAMCO advertising group or pool, local advertising expenditures by such group or pool confer substantial benefits on Franchisee, and further acknowledges Franchisee's responsibility for payment therefor. AAMCO specifically reserves the right to have or allow the local AAMCO advertising group or pool to seek enforcement of this obligation.

Franchisee may engage in any advertising or promotion of the Center or business, in addition to the advertising or promotion set forth in this section 11, provided that such advertising or promotion shall be at the sole cost of Franchisee and without deduction or credit against any fees or other sums owed by Franchisee under this section 11.

Franchisee agrees not to create, maintain or use an Online Site or other form of electronic media not paid for or approved in writing by AAMCO for the purpose of advertising or promoting the Center or business; not to create or adopt, use or register any domain name that uses in any manner, the AAMCO Marks; and, not to establish any HTML or other link between any web site created, maintained or used by Franchisee and AAMCO's home page(s) or other part of its Online Site(s), without AAMCO's prior written approval. The term "**Online Site**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, microsites, social networking sites (~~e.g.~~, Facebook, Twitter, LinkedIn, You Tube, Google Plus, Pinterest, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPad or Droid apps), and other applications, etc.

11.4 ~~**11.3**~~**National or Regional Advertising**.

Franchisee agrees to participate in advertising programs at the national and/or regional levels if and when established or directed by AAMCO by paying to AAMCO a National or Regional Advertising Fee. Franchisee agrees to pay this National or Regional Advertising Fee in accordance with reasonable formulas provided by AAMCO. Payment of such National or Regional Advertising Fee shall be made in accordance with AAMCO's instructions.

Franchisee agrees that AAMCO may, from time to time, designate an AAMCO web site for the purpose of advertising the AAMCO Marks and services associated with the System as well as individual Centers. Franchisee acknowledges and agrees that all parts of the designated web site, including any web page(s) dedicated to the Center, are the property of AAMCO and that AAMCO has sole ~~,~~ and exclusive right and authority to change or

terminate the web site in total or in part, as AAMCO deems appropriate.

12. Insurance

12.1 Insurance.

(a) (a) Franchisee agrees to purchase and, at all times during the term of this Agreement, maintain in full force and effect policies of insurance as follows: (i) Worker's Compensation insurance, in amounts prescribed by law; (ii) insurance against all types of public liability including employer's liability insurance, liability insurance under a comprehensive general liability policy, with bodily injury and property damage liability insurance, garage liability, garage keeper's legal liability and direct primary coverage, products liability or completed operations liability insurance, automobile liability insurance, including owned and non-owned hired motor vehicles, and customer automobile liability insurance; and (iii) such additional insurance as may be required by the terms of any lease for the premises of the Center.

(b) (b) Franchisee agrees that all policies of insurance required under this section shall be in form with companies reasonably satisfactory to AAMCO and in such amounts as AAMCO shall reasonably determine, which amounts, in no event, shall be less than $1,000,000 per occurrence, bodily injury and property damage combined. Franchisee acknowledges and agrees that AAMCO reserves the right to increase the amounts of insurance required by this section and further agrees to comply with such increased amounts after notice from AAMCO. AAMCO agrees to act reasonably in determining such increased amounts. Franchisee agrees that such policies shall protect, as named insureds, Franchisee, AAMCO and any other party designated by AAMCO and that such policies shall contain an endorsement which provides that only actual notice to insured, if an individual, or to any executive officer of insured, if a corporation, shall constitute knowledge of the insured. Franchisee agrees to furnish to AAMCO, any other named insured, and all other persons designated by AAMCO, certificates issued by each of Franchisee's insurers indicating that all required insurance is in full force and effect and will not be terminated or changed without at least thirty (30) days prior written notice from the insurer to each certificate holder. New certificates evidencing renewal of such insurance shall be furnished at least thirty (30) days prior to the date of expiration of each such policy, copies of which Franchisee must timely deliver to AAMCO upon renewal on at least an annual basis. Within five (5) days of any request by AAMCO, Franchisee agrees to deliver the original of all such insurance policies to AAMCO for examination.

(c) (c) If Franchisee fails to obtain or maintain any insurance policy containing all the coverages, clauses, and provisions required under this section, AAMCO may, at its election, obtain and maintain such insurance for and in the name of Franchisee. Within fifteen (15) days of any written request of AAMCO, Franchisee agrees to furnish all information necessary to obtain and maintain such insurance and to pay all costs thereof.

12.2 Indemnity Agreement. Franchisee agrees to protect, defend and to hold harmless and indemnify AAMCO from any and all claims, demands, losses, damages, costs, suits, judgments, penalties, expenses and liabilities of any kind or nature (collectively "Claims"), and to pay to AAMCO all costs, expenses and liabilities which may be associated with such Claims, which are based on or arise out of or relate in any way to the operation or the condition of Franchisee's Center or this Agreement. This agreement to indemnify AAMCO set forth in this section shall be given effect whether the Claim arises indirectly or directly out of the Center's operation, Franchisee's conduct of his business there, the ownership or possession of real or personal property there or from or by any act of negligence, omission or willful conduct by Franchisee or by any of his employees, servants or agents. The minimum amounts of insurance outlined in section 12.1 shall not be construed to limit liability under this section of the

Agreement. Franchisee also agrees by this Agreement to pay on behalf of AAMCO any and all fees, costs, or other expenses which AAMCO reasonably incurs as a result of any investigation or defense of any such claim, including reasonable attorneys' fees.

12.3 Independent Contractor and Relationship of the Parties.

(a) (a) Franchisee acknowledges and agrees that the relationship between AAMCO and Franchisee is strictly that of a franchisor and a franchisee and Franchisee is an independent contractor and not an agent, employee, partner or joint venturer of AAMCO for any purpose whatsoever. This Agreement does not create a joint venture, partnership, or agency and any act or omission of either party shall not bind nor obligate the other, except as expressly set forth in this Agreement. Franchisee agrees that he is not authorized in any way to make a contract, agreement or promise, or to create any implied obligation on behalf of AAMCO and agrees not to do so.

(b) (b) Franchisee agrees that, in all public records and in relationships and dealings with third parties, as well as on stationery, letterheads and business forms, to indicate Franchisee's independent ownership of the Center and that Franchisee is a franchisee of AAMCO. Franchisee agrees to conspicuously display both inside and outside the Center a notification that the Center is independently owned and operated.

(c) (c) Franchisee recognizes that AAMCO has entered into this Agreement in reliance upon and in recognition of the fact that Franchisee does and will have full responsibility and authority for the management and operation of the Center; and that Franchisee's success, and that of all Centers, depends on adherence to the highest standards of business practice and on the maintenance of prompt, efficient, courteous, workmanlike and satisfactory service to the public.

13. AAMCO Names, Marks and Trade Secrets; Protection of the System

13.1 AAMCO Names, Marks and Trade Secrets; Protection of the System.

(a) (a) Franchisee hereby acknowledges the validity of the AAMCO Marks and that AAMCO is the owner of all right, title and interest in such names and marks. Franchisee agrees that he will use the AAMCO Marks only in full compliance with specifications prescribed from time to time by AAMCO and that all such usage and the goodwill established thereby shall inure to the exclusive benefit of AAMCO. Except as expressly granted in this Agreement, Franchisee acknowledges and agrees that nothing contained in this Agreement shall be construed as giving to Franchisee or to any other person or entity, any right or interest in the AAMCO Marks, trade secrets, methods, procedures or techniques developed by AAMCO and used in the System. Further, except as provided for herein, nothing contained herein shall be construed as limiting AAMCO's right, title or interest in the AAMCO Marks, trade secrets, methods, procedures and techniques which are a part of the System or AAMCO's sole and exclusive right to register, to use and to license others to use such names and marks, trade secrets, methods, procedures and techniques.

(b) (b) Franchisee represents, warrants, and agrees that:

(1) Franchisee will not contest, directly or indirectly, AAMCO's ownership, title, right or interest in the AAMCO Marks, trade secrets, methods, procedures and techniques which are a part of the System or contest AAMCO's sole right to register, to

use, and to license others to use such AAMCO Marks, trade secrets, methods, procedures and techniques and any other mark or name which incorporates the word "AAMCO"; and

(2) with the exception of the use of the names and marks in the manner expressly specified and authorized under this Agreement and the registration of a fictitious name solely in connection with the operation of the Center, Franchisee will not use or register or attempt to use or register in Franchisee's name or in the name of any other person or entity any name or mark, corporate name or any designation of any kind using the AAMCO Marks, or as part of any e-mail address, domain name, social networking site page, or other identification of Franchisee in any electronic medium.

13.2 Confidential Information.

(a) Franchisee shall not, during the term of this Agreement or at any time thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, entity, association, or corporation any Confidential Information that may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation under the terms of this Agreement. Franchisee may divulge AAMCO's Confidential Information only to those of Franchisee's employees as must have access to it in order to operate the Center.

(b) Franchisee acknowledges and agrees that AAMCO is the sole owner of all rights to Confidential Information. Any and all information, knowledge, know-how, and techniques that AAMCO designates as confidential shall be deemed Confidential Information for purposes of this Agreement, except information that Franchisee can demonstrate came to its attention before disclosure of that information by AAMCO; or which, at or after the time of AAMCO's disclosure to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others.

(c) Any employee who may have access to any Confidential Information regarding the Center shall execute a covenant that s/he will maintain the confidentiality of information they receive in connection with their association with Franchisee. Such covenants shall be on a form that AAMCO provides, which form shall, among other things, designate AAMCO as a third party beneficiary of such covenants with the independent right to enforce them.

(d) As used in this Agreement, the term "**Confidential Information**" includes, without limitation, any information or data concerning AAMCO's service program, training, diagnostic and technical materials, operations techniques, advertising or promotion ideas, financial information, equipment, business concepts and plans, vendor information, results of operations and quality control information, demographic and trade area information, prospective site locations, market penetration techniques, plans, or schedules, the Operator's Manuals, customer profiles, preferences, or statistics, franchisee composition, territories, and development plans, and all related trade secrets or other confidential or proprietary information treated as such by AAMCO, whether by course of conduct, by letter or report, or by the use of any appropriate proprietary stamp or legend designating such information or item to be confidential or proprietary, by any communication to such effect made prior to or at the time any Confidential Information is disclosed to Franchisee.

(e) Franchisee acknowledges that any failure to comply with the requirements of this Section 13 will cause AAMCO irreparable injury, and Franchisee agrees to pay all costs (including, without limitation, reasonable attorneys' fees, court costs, discovery

costs, and all other related expenses) that AAMCO incurs in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 13.

13.3 Protection of System. If Franchisee learns of any actual or threatened infringement or piracy of the AAMCO Marks, trade secrets, methods, procedures or techniques used in the System (the "Infringement") or of any infringement or piracy claim made against Franchisee by a party other than AAMCO ("Third Party Claim"), Franchisee agrees to immediately notify AAMCO in writing of the Infringement or Third Party Claim. AAMCO shall have the right to determine what action, if any, to take with respect to such Infringement or Third Party Claim and shall bear the expense of any such action. Franchisee agrees to give its full cooperation in such action if so requested by AAMCO. If Franchisee is named as a party in any legal proceeding brought by a party other than AAMCO for infringement of trade names, trademarks, service marks, copyrights or trade secrets based upon Franchisee's use of the AAMCO Marks, any such proceeding shall be defended and held harmless in the name of Franchisee, by and at the expense and direction of AAMCO.

14. Warranty

14.1 Warranty Program. Franchisee agrees to honor each warranty presented by an AAMCO customer in accordance with its terms, regardless of whether the service was rendered at the Center or at some other authorized AAMCO center. Franchisee agrees to honor all AAMCO warranties that originated from work performed by previous AAMCO franchisees at the Center, if any, as if this original work had been performed by Franchisee at this same location. Franchisee agrees to comply at all times with AAMCO's policies concerning the AAMCO warranty program.

14.2 Warranty Payment Rates. Franchisee shall be entitled under this Agreement to receive from another AAMCO Center the costs of supplies, accessories and parts which Franchisee uses in honoring the warranty, plus a sum of money based on either an hourly rate for labor or a flat fee, depending on the extent of repairs required. The payment rate used in making payments under this section will be determined by AAMCO and published to all franchisees. Franchisee agrees to immediately pay to any other AAMCO Center the amount due to such other Center for honoring of a warranty issued to a customer of Franchisee. If Franchisee fails to pay promptly any amount due under this section, AAMCO shall be entitled to recover such amount from Franchisee for the benefit of the other AAMCO Center, or to credit such other Center for money which may be due and owing to Franchisee for such payments.

14.3 Prohibition Against Other Warranties. Franchisee agrees to make no warranties or guarantees other than those contained in the printed forms of warranty issued or approved by AAMCO. Franchisee acknowledges and agrees such warranties and guarantees are made by Franchisee to the customer and that there are no warranties expressed or implied made by AAMCO to the customer or to Franchisee in connection with any product or service furnished under this Agreement.

15. Telephone Service.

Franchisee acknowledges and agrees that all published telephone numbers and directory listings for the Center are the property of AAMCO. AAMCO may obtain up to five (5) remote call forwarding telephone numbers (individually, "RCF Number" and collectively, "RCF Numbers") to be forwarded to the Center and used by Franchisee as the exclusive telephone numbers for the Center. Franchisee must, install or have installed in the Center the "physical" telephone lines necessary to receive the RCF Numbers; however,

Franchisee must not advertise or otherwise distribute any telephone number other than the RCF Numbers owned by AAMCO. Franchisee must, at AAMCO request and in AAMCO's sole discretion, publish or otherwise utilize the RCF numbers in specific advertisements or specific forms of advertisements so the effectiveness of such advertisement(s) may be measured. Franchisee acknowledges and agrees that AAMCO may collect and maintain records of call volume and other related data for the RCF Numbers. Franchisee must pay all costs associated with the RCF Numbers, including without limitation the annual costs and usage fees for each line, which such costs may be billed by, and payable to, AAMCO. Franchisee must not make any changes to any telephone number, line, service, or account without the prior written authorization of AAMCO. If AAMCO takes any action pursuant to this Section 15, the telephone company and all listing agencies, without liability to Franchisee, may accept this Agreement and the directions by or on behalf of AAMCO as conclusive of the exclusive rights of AAMCO in such telephone numbers and directory listings and its authority to direct their amendment, termination, or transfer. Franchisee must, at AAMCO's request, sign any paperwork to transfer ownership or control to AAMCO, or further effectuate or acknowledge AAMCO's ownership or control, of any telephone number, line, service, or account associated in any manner with the Center. Franchisee agrees that AAMCO may automatically charge Franchisee's AAMCO account, as liquidated damages and not a penalty, the amount of two hundred fifty dollars ($250.00) per day for (i) each day that a published telephone number for the Center is converted from the control of AAMCO by Franchisee or Franchisee's agent or (ii) each day exceeding three (3) business days from the receipt of written request from AAMCO that Franchisee fails to sign and return all paperwork required by this Section 15. This remedy is in addition to, and not in place of, other remedies that may be available to AAMCO at law or in equity.

(b) (b) AAMCO may transfer, suspend or remove Franchisee's telephone service for any RCF Number or other published telephone number(s) appearing under the AAMCO trade name or trademarks in directory listings, advertising or Yellow Pages advertising in the event of (i) termination, rejection, expiration, or rescission of this Agreement, (ii) an uncured breach of Section 8(a), 8(b), 8(i), 8(j), 8(l), or 8(o) of this Agreement that has not been timely cured, or (iii) a breach of AAMCO's credit policy, as established by AAMCO, that has not been timely cured.

16. National Fleet Accounts Program.

AAMCO, as part of the System, maintains a national fleet accounts program by which transmissions and other automotive repairs are provided to national or regional fleet accounts at designated AAMCO Centers, at agreed prices and processed through a centralized billing system ("national fleet accounts program"). If Franchisee decides to participate in AAMCO's national fleet accounts program, then Franchisee specifically agrees to accept and perform any automotive repair work that the vehicle may require in accordance with AAMCO's service standards, offer and honor such warranties as are required under AAMCO's agreement with the fleet account, charge and accept payment for all repairs in accordance with the price agreed between AAMCO and the fleet account for the particular type of repair, complete and provide such data, reports and/or documentation as AAMCO may require in administering the national fleet accounts program, and purchase and/or subscribe to any necessary hardware or software to interface with AAMCO's centralized billing system. Franchisee agrees that AAMCO retains all rights to the software used in connection with the national fleet accounts program.

17. Defaults in Payment and Expenses.

(a) (a) Franchisee agrees to pay all third party costs (including in-house

attorneys' fees if a legal proceeding is instituted) incurred by AAMCO in collecting Franchise Fees, advertising fees and all other payments due under this Agreement and in enforcing the provisions of this Agreement.

(b) (b) Franchisee agrees to pay AAMCO a late charge upon all amounts due and owing to AAMCO in an amount equal to one and one-half percent (1-1/2%) of the average unpaid balance per month. If a court of competent jurisdiction determines that the late charge violates any usury or similar law, then the late charge will, instead, be the maximum amount allowed under applicable law. In addition, for each gross weekly business report not received by AAMCO within two (2) weeks from the date on which it was due, Franchisee agrees to pay AAMCO a late charge of ~~ten~~one hundred dollars ($~~10.00~~100.00) per report, per week. The payment of any such late charge will not be deemed to allow or excuse delay in the timely submission of reports or in payment of sums due.

(c) (c) Franchisee is solely responsible for paying all service charges and other fees resulting from Franchisee's financial institution in connection with EFT including, without limitation, any and all service charges and other fees arising in connection with any EFT by AAMCO that is not honored or processed by Franchisee's financial institution for any reason. Further, Franchisee shall pay AAMCO a fifty dollar ($50.00) charge for reprocessing any EFT not originally honored or processed by Franchisee's financial institution.

(d) (d) If a local advertising group or pool becomes entitled to recover amounts from Franchisee by virtue of such an action pursuant to section 11 of this Agreement, then Franchisee acknowledges that such group or pool shall be entitled to recover, in addition to any judgment or award, an amount equal to the costs and reasonable attorneys' fees therefor.

(e) (e) If Franchisee fails to pay the National Creative Advertising Fee and/or for Yellow Pages advertising, then Franchisee acknowledges and agrees that AAMCO has the right (i) to direct any publisher of a Yellow Pages advertising directory to omit Franchisee's listing from such directory and (ii) to withhold all television and radio tapes from Franchisee, until all sums owed plus interest and any costs of collection, including attorneys' fees, have been paid in full.

18. Restrictions on Change of Ownership.

18.1 Restrictions on Change of Ownership.

(a) (a) Franchisee agrees that all rights, interests, and obligations of Franchisee arising from or under this Agreement are personal to Franchisee and, except as otherwise provided in this Section 18, Franchisee shall not, without AAMCO's prior written consent, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, or encumber Franchisee's interest in this Agreement, and/or in the franchise granted hereby, or in the lease for the premises at which the Center is located.

(b) (b) If Franchisee, as an individual, desires to form a corporation, partnership or a limited liability company or other legal entity ("Entity") for the operation of the AAMCO Center and to have rights under this Agreement, he may do so only upon the following terms and conditions:

(1) The Entity becomes the "Franchisee" under the Agreement, and replaces the individual, and, if permitted and required by AAMCO, all of the equity owners

of the Entity must sign AAMCO's form of personal guaranty of the Entity's obligations owed as Franchisee to AAMCO under this Agreement.

(2) The Entity is newly organized and its activities are confined exclusively to acting as an AAMCO franchisee under this Agreement.

(3) Franchisee continues to adhere to Section 8(d) herein.

(4) Franchisee is the owner of the majority of the stock, partnership interests, or membership units of the Entity, is the principal executive officer of the Entity and has full and complete authority to act for the Entity. In the event of the death of Franchisee who is the majority shareholder, partner or member of such Entity, then the provisions of Section 18.2 below will apply, except that such heir or next of kin must hold a majority interest in the Entity, be a principal executive officer of the Entity and must have full and complete authority to act for the Entity.

(5) All money obligations of Franchisee under this Agreement must be satisfied.

(6) The Entity executes a document with AAMCO in such form as shall be approved by AAMCO in which it agrees to be a party to, be bound by all the provisions of this Agreement.

(7) The individual formerly known as the Franchisee remains personally liable in all respects under this Agreement and Franchisee and all officers, directors, shareholders, partners, and/or members of the Entity with at least a twenty-five percent (25%) interest execute in form approved by AAMCO a personal guaranty and agreement not to further transfer the stock, partnership interests or membership units, except as otherwise provided for herein.

(8) The Entity shall disclose in writing the names and addresses of all of its officers and directors, partners or members and, whenever there is a change in any such officer, director, partner or member, shall immediately notify AAMCO of such change. Franchisee acknowledges that AAMCO has the right to approve the officers, directors,

partners and members, which approval shall not be unreasonably withheld, and agrees that any such individual not approved by AAMCO will be immediately removed from such position and shall not be permitted to have any involvement in the operation of the Entity or the AAMCO Center.

(c) If Franchisee organizes or has organized a corporation, partnership or limited liability company in connection with the operation of the Center, the shares of stock, partnership interests or membership units shall not be sold, assigned, pledged, mortgaged or transferred without the prior written consent of AAMCO. There may be a sale of all of the shares of stock, partnership interests or membership units of the Entity subject to the same conditions listed in subparagraph (b) above to a purchaser, as though the person acquiring were a purchaser under Section 18.2 of this Agreement. All ownership certificates shall have endorsed upon them the following:

The transfer of this stock (or membership unit) is subject to the terms and conditions of a Franchise Agreement dated_____[insert the same date as this Agreement] between AAMCO Transmissions, LLC and_____ Franchisee's name(s)].

(b) (b) Franchisee agrees that this Agreement may not be transferred by a corporation, partnership, or limited liability company by transfer of stock, partnership interests, membership units or by any other means.

18.2 Sale, Assignment or Transfer.

(a) (a) If Franchisee, or Franchisee's personal representative in case of Franchisee's death or incapacity, desires to sell the Center and receives from a third-party a bona fide written offer to purchase the Center, and obtain a transfer of the franchise under this Agreement, or if Franchisee desires to sell the stock, interests or units of any entity to which the Center has been transferred pursuant to this Agreement, Franchisee agrees to give AAMCO written notice and a copy of such offer and AAMCO shall have the option, exercisable within thirty (30) days after receipt of such notice, to purchase such Center, or stock, interests or units, including the lease, on the same terms and conditions as offered by the third party provided that AAMCO may substitute equivalent cash for any form of payment offered by the third party; provided, however, that this option shall not be available to AAMCO if the offer to purchase is from Franchisee's partner or immediate family member, or a Center employee. If AAMCO does not exercise its option and if such third party is of good character, reputation and financial condition and acceptable to AAMCO, Franchisee shall have the right for a period of ninety (90) days after the expiration of AAMCO's option period to accept the offer and to sell the Center to such third party, subject to the provisions of section 18.2(c) below;

(b) (b) If Franchisee dies and his personal representative does not desire to sell the Center, and if under controlling local law, the deceased Franchisee's interests in the Center, and this Agreement are distributable to heirs or legatees who are members of his immediate family and who otherwise would qualify as assignees under the terms of this section, then such attempted assignment by operation of law shall not be deemed in violation of this Agreement, provided that such heirs or legatees accept and fulfill the conditions imposed in section 18.2(c).

(c) (c) If Franchisee desires to sell the Center, Franchisee may do so provided that the purchaser is first approved by AAMCO. AAMCO agrees to approve such prospective purchaser if the purchaser has satisfactory credit ratings, has good moral character

and has a reputation and business qualifications satisfactory to AAMCO, and provided further that:

(1) all prior, ascertained or liquidated debts of Franchisee owed to AAMCO, including all sums due under any Franchise Agreement between Franchisee and AAMCO, specifically without limitation sums owed for Franchise Fees, local, regional, national, national creative or yellow page advertising, sums owed to an advertising agency, sums due other AAMCO Centers and any amounts due because of a default of any provision of this Agreement are paid concurrently with the assignment, sale, or transfer;

(2) all warranty, intershop and customer service obligations of Franchisee in connection with the Center are assumed by assignee, buyer or transferee;

(3) Franchisee is not subject to an uncured notice of default under this Agreement and all monetary obligations to AAMCO or the applicable advertising pool are satisfied prior to or upon a sale, assignment or transfer;

(4) the assignee, buyer or transferee, prior to the effective date

of the assignment, sale, or transfer, satisfactorily completes the AAMCO training program required of new franchisees;

(5) the assignee, buyer, or transferee executes AAMCO's then current standard franchise agreement for a full fifteen-year term;

(6) Franchisee, assignee, buyer, or transferee, prior to the assignment, sale or transfer, pays to AAMCO its then current training fee and Franchisee, prior to the assignment, sale or transfer, pays to AAMCO a transfer fee of six thousand dollars ($6,000) in connection with the administration and approval of such assignment, sale, and issuance of a franchise to such assignee, buyer, or transferee; and

(7) Franchisee and all shareholders, partners, members or other person or persons having control of a corporate or similar entity shall execute a general release under seal of all Claims in favor of AAMCO and a termination of franchise.

If Franchisee sells his AAMCO Center, the purchaser must sign a then-current form of franchise agreement with a fifteen year term. The purchaser's Franchise Fee percentage for the first portion of the term will equal Franchisee's rate(s) for the time Franchisee has remaining on the term of this Agreement, and the second portion of the term will be for the remainder of the fifteen (15) year term at the Franchise Fee being charged by AAMCO for new franchises as of the time of the purchase; by way of example, if Franchisee is currently paying 7.5% fees and has five years remaining on the Agreement, the purchaser will get a 15 year agreement with the first five years at 7.5% and the remaining 10 years at the Franchise Fee percentage being offered to new franchisees at the time of sale.

If Franchisee's purchaser/transferee has received a presentation from AAMCO's franchise sales department within the 12 months preceding the agreement to sell the Center then Franchisee must pay to AAMCO 12% of the purchase price or $10,000, whichever is less, at the time of sale/transfer.

18.3 Attempted Sale, Assignment or Transfer. If Franchisee attempts to sell, assign, or transfer his AAMCO Center without following the procedures required by this Agreement, then any such attempted sale, assignment or transfer is void. In the event that such attempted assignment or transfer is to an entity wholly or partially owned or controlled by Franchisee, then, at AAMCO's option, Franchisee agrees on behalf of the entity that the attempted assignment or transfer shall subject the entity to all the terms and conditions of this Agreement. Franchisee shall remain jointly and severally liable for all obligations and responsibilities of this Agreement, including money owed, despite any such attempted and/or unauthorized sale, assignment or transfer of Franchisee's AAMCO Center.

18.4 Transfers by AAMCO. AAMCO will have the right to transfer or assign this Agreement and all or any part of AAMCO's rights or obligations under this Agreement to any person or legal entity, and any assignee of AAMCO, which assignee will become solely responsible for all of AAMCO's obligations under this Agreement from the date of assignment.

19. Termination

19.1 Termination.

AAMCO, at is option, and without prejudice to any other rights or remedies which it may have under this Agreement, at law or in equity, may terminate this

Agreement immediately by giving written notice to Franchisee upon the occurrence of any of the following:

(1) if Franchisee fails to complete the initial training program to AAMCO's satisfaction;

(2) if Franchisee sells or attempts to sell, transfer, or assign rights in the Center and/or under this Agreement without the approval of AAMCO as required by this Agreement;

(3) if Franchisee terminates or attempts to terminate or rescind this Agreement for any reason;

(4) if Franchisee abandons the Center's franchise. For purposes of this provision, "abandon" means: (i) Franchisee's ceasing to operate the Center for a period of five (5) consecutive business days; or (ii) Franchisee's failure to keep the Center open and operating for any period after which it is not unreasonable under the facts and circumstances for AAMCO to conclude that Franchisee does not intend to continue to operate the Center, unless such failure to operate is due to fire, flood, earthquake or similar causes beyond Franchisee's control; or (iii) the withdrawal of permission from Franchisee's landlord that results in Franchisee's inability to continue operating the Center; or (iv) any act or statement by Franchisee from which AAMCO reasonably concludes that Franchisee intends to relinquish Franchisee's rights to the Center;

(5) if, within twelve (12) months immediately preceding the occurrence of such default, Franchisee has been given notice of the same default under Section 8(a); 8(b); 8(i); 8(j); 8(l) or 8(o) of this Agreement or notice of failure to pay any sum under this Agreement when due on three (3) prior occasions, whether or not such default has been cured;

(6) if at any time Franchisee acts fraudulently, is convicted of a felony or another crime involving moral turpitude (regardless of when the crime occurred), or otherwise fails to deal honestly and fairly with AAMCO or with any customer of the Center, or upon a breach of section 8.(a) or 8(i) above;

~~(b)~~ (b) If any one or more of the following events take place, then Franchisee will be deemed to be in default under this Agreement, and all rights granted in this Agreement shall automatically terminate without notice to Franchisee: (i) if Franchisee becomes insolvent or makes a general assignment for the benefit of creditors; (ii) if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; and/or (iii) if the real or personal property of the Center shall be sold after levy thereupon by any sheriff, marshal, or constable.

~~(c)~~ (c) Except as otherwise provided above in Sections 19.1(a) and 19.1(b) above, if Franchisee is in default of its obligations under this Agreement, or the lease for the Approved Center Location, AAMCO may only terminate this Agreement by giving Franchisee written notice of termination (in the manner set forth under Section 23 below) stating the nature of the default at least thirty (30) days before the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default,

curing it to AAMCO's satisfaction, and by promptly providing proof of the cure to AAMCO, all within the thirty (30) day period. If any such default is not cured within the specified time (or such longer period as applicable law may require), then this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

If there are now, or hereafter shall be, other franchise agreements and/or notes, security agreements, other debt instruments, or other agreements in effect between AAMCO and Franchisee, a default by Franchisee under the terms and conditions of this Agreement or any other of such agreements shall, at the option of AAMCO, constitute a default under all such agreements.

In addition to and without limiting AAMCO's other rights and remedies under this Agreement, other contracts or applicable law, upon any event giving rise to AAMCO's right to terminate this Agreement pursuant to the entirety of this Section 19, AAMCO may instead elect, at its sole option and after providing written notice to Franchisee, to take actions to temporarily and conditionally restrict services to the Center, including but not limited to as described under Sections 11 and 15 above.

19.2 Effect of and Procedures after Termination.

Franchisee agrees that upon the termination or expiration of this Agreement for any reason, including, without limitation, termination upon the expiration of its current term by virtue of Franchisee's failure to renew as provided in Section 3 (sometimes herein "expiration") or a termination resulting from Franchisee's sale of the Center assets to a new operator, then Franchisee shall cease to be an AAMCO franchisee and shall:

(1) promptly pay AAMCO all amounts due and owing under this Agreement;

(2) immediately and permanently discontinue the use of all AAMCO Marks, signs, structures, all forms of advertising, telephone listings and services, manuals, software, and all materials and products of any kind which are identified or associated with the Center, System, or AAMCO and return all such materials and products, including without limitation, the Operator's Manual, to AAMCO;

(3) thereafter make no representations or statements for commercial benefit that Franchisee is or ever was in any way approved, endorsed, associated or identified with AAMCO or the System in any manner whatsoever or that Franchisee is a former AAMCO franchisee; provided, however, Franchisee shall reimburse AAMCO for all customer warranty repairs made within an applicable warranty period arising from work performed at the Center;

(4) immediately take all steps necessary to amend or terminate any registration or filing of any fictitious name or any other registration or filing containing the AAMCO Marks in order to effectuate the removal of the AAMCO Marks from such registration or filing; and

(5) thereafter refrain from establishing any HTML or other link between any web site created, maintained or used by Franchisee and AAMCO's home pages(s) or other part of its web site(s).

(b) Upon termination or expiration, AAMCO shall have the option to purchase all of Franchisee's right, title and interest in the Center and/or all equipment contained therein. If AAMCO intends to exercise its option, AAMCO shall notify Franchisee of such intention within twenty (20) days of the time of termination or in the case of expiration, within twenty (20) days prior to the expiration of the current term of this Agreement. The full purchase price of the Center shall be:

(1) in the case of expiration, the fair market value of the equipment and parts then located at the Center less all outstanding liabilities of the Center;

(2) in the case of all other terminations, the lesser of the fair market value of the equipment and parts then located at the Center or Franchisee's cost, less depreciation on the equipment computed on a fifteen (15) year straight line basis, less all outstanding liabilities of the Center. AAMCO shall have the right to withhold from the purchase price funds sufficient to pay all outstanding debts and liabilities of the Center and to pay such debts and liabilities from such funds. If such liabilities exceed the purchase price of the equipment and parts, AAMCO shall apply the purchase price in such manner as AAMCO, in its sole discretion, shall determine. In no event, however, shall AAMCO become liable for any of the debts and liabilities of Franchisee or the Center and Franchisee shall remain responsible for all outstanding debts and liabilities of the Center which remain unsatisfied subsequent to the distribution by AAMCO of the purchase price funds;

(3) "Fair Market Value" as used in this Section 19.2, shall be determined by an appraisal from an independent third party acceptable to both AAMCO and Franchisee, the costs of which shall be borne equally by AAMCO and Franchisee.

(c) If, within five (5) days after termination or expiration, Franchisee fails to remove all displays of the AAMCO Marks and any other materials of any kind from the Center which are identified or associated with the System or AAMCO, AAMCO may enter the Center or premises to effect such removal. In such event, AAMCO shall have no liability to Franchisee therefor, nor shall AAMCO be accountable or required to pay for such displays or materials.

(d) If, within three (3) days after termination or expiration, Franchisee has not taken all steps necessary to amend, transfer or terminate telephone listings and service, any registration or filing of any fictitious name or any other registration or filing containing the AAMCO Marks, Franchisee hereby irrevocably nominates, constitutes and appoints AAMCO or any prothonotary, clerk of court, or attorney of any court of record as his true and lawful attorney for him and in his name and on his behalf to take all such action as may be necessary to amend, transfer or terminate all such telephone listings and service, registrations and filings of

such fictitious name or any other registration or filing containing the AAMCO Marks, without liability to Franchisee for so doing. If any action is required to be taken by or on behalf of AAMCO pursuant to this subsection 19.2(d), the telephone company and all listing agencies and publishers, without liability to Franchisee, may accept this Agreement and the directions by or on behalf of AAMCO as conclusive of the exclusive rights of AAMCO in such telephone numbers and directory listings and its authority to direct their amendment, termination or transfer and Franchisee hereby releases and waives any claim of any kind that he may have against any telephone company, publisher or listing agency as a result of their implementing the transfer, amendment or termination set forth herein.

(e) Termination or expiration of this Agreement shall not affect, modify

or discharge any claims, rights, causes of action or remedies, which AAMCO may have against Franchisee, whether under this Agreement or otherwise, for any reason whatsoever, whether such claims or rights arise before or after termination or expiration.

(l) Franchisee hereby irrevocably authorizes AAMCO to enter upon and take possession of the Center and to take, in the name of Franchisee, all other actions necessary to effect the provisions of this Agreement, and any such entry or other action shall not be deemed a trespass or other illegal act, and AAMCO shall not be liable in any manner to Franchisee for so doing.

20. Covenant Not-to-Compete.

Franchisee acknowledges that as a franchisee of AAMCO and a participant in the System, Franchisee will receive or have access to confidential information and materials, trade secrets, and the unique methods, procedures and techniques developed by AAMCO. Franchisee further acknowledges that the development of the marketplace in which Franchisee's Center is located is solely as a result of the AAMCO name and marks. Therefore, to protect the System, the AAMCO name and marks, and AAMCO, and to induce AAMCO to grant Franchisee the franchise set forth in this Agreement, Franchisee represents and warrants:

(a) Except for the business contemplated by this Agreement or except as approved by AAMCO pursuant to Section 8(e) above, during the term of this Agreement, Franchisee shall not engage in any business the same as, similar to, or in competition with any AAMCO center, AAMCO, or the System.

(b) For a period of two (2) years after the termination or expiration of this Agreement for any reason, which two-year period shall not begin to run until Franchisee commences to comply with all obligations stated in this Section 20, Franchisee shall not:

(1) within a radius of ten (10) miles of Franchisee's former Center and ten (10) miles of any other AAMCO center in operation at the time of termination or expiration, or any AAMCO center that has commenced operation during the two-year period referenced in this Section 20, begin or engage in any business the same as, similar to or in competition with such AAMCO center, except for a business previously approved in writing by AAMCO pursuant to Section 8(e); or

(2) within the territorial boundaries of the United States, Canada, Mexico, Puerto Rico, Australia, and the Virgin Islands, as a licensor, franchisor, or similar organization, engage in any business, the same, similar to, or in competition with, AAMCO or the System, except for a business previously approved in writing by AAMCO pursuant to Section 8(e) above.

(c) As used in subsections 20(a) and 20(b) above:

(1) "engage in" shall include, but not be limited to, activities, whether direct or indirect, as an individual proprietor, partner, shareholder, director, officer, principal, broker, agent, employee, consultant, lender, unless such activities are directly as a result of the sale of the AAMCO Center pursuant to this Agreement; and

(2) "in competition with" shall include, but not be limited to:

(i) the request of any present or future supplier, customer,

or operator of an AAMCO center to curtail or cancel its business relationship with any AAMCO center, AAMCO, or the System, (ii) the disclosure of the identity of any past, present, or future customer, supplier, or operator of any AAMCO center, and (iii) the solicitation, canvassing, or the authorization of any other person to solicit or canvass any past, present, or future customer, supplier, or operator of an AAMCO center. As used in this Section 20(c)(2), "future supplier, customer or operator" shall mean a supplier, customer, or operator who will have had a business relationship with an AAMCO center, AAMCO, or the System during the term of this Agreement or during a period of one (1) year following the termination of this Agreement.

Franchisee acknowledges that, in view of the nature of the System, the business of AAMCO, and the strength of the AAMCO Marks, the restrictions contained in this Section 20 are reasonable and necessary to protect the legitimate interests of the System and AAMCO and that any violation of such restrictions will result in irreparable injury to the System or AAMCO. Therefore, Franchisee acknowledges that, in the event of such violation, AAMCO shall be entitled to preliminary and permanent injunctive relief and damages as well as an equitable accounting of all earnings, profits, and other benefits arising from such violation, which remedies shall be cumulative and in addition to any other rights or remedies to which AAMCO shall be entitled, and the arbitration provision of Section 28 shall not apply to any equitable proceeding seeking enforcement of the provisions of this Section 20. If Franchisee violates any restriction contained in this Section 20, and it is necessary for AAMCO to seek equitable relief, the restrictions contained herein shall remain in effect until two (2) years after such relief is granted.

Franchisee agrees that the provisions of this covenant not-to-compete are reasonable. If, however, any court should hold that the duration or geographical limits of any restriction contained in this Section 20 are unreasonable, the parties agree that such determination shall not render the restriction invalid or unenforceable, but that such restriction shall remain in full force and effect for such duration and within such geographical limits as the court shall consider reasonable.

21. No Waiver.

Waiver by AAMCO or Franchisee of any violation or default under this Agreement shall not alter or impair either party's right with respect to any subsequent violation or default nor shall any delay or omission on the part of either party to exercise any right arising from such violation or default alter or impair such party's rights as to the same or any future violation or default. An acceptance by AAMCO of any payment from Franchisee after the date on which such payment is due shall not operate as a waiver of Franchisee's default or violation hereunder nor alter or impair AAMCO's rights with respect to such violation or default.

22. Successors.

Except as otherwise specifically set forth in this Agreement, this Agreement shall inure to and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns. AAMCO shall have the right to assign its rights, interests and obligations under this Agreement, provided that the assignee shall agree in writing to assume all obligations undertaken by AAMCO under this Agreement.

23. Notices.

Whenever this Agreement requires notice, it shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, or by a recognized overnight carrier addressed to the ~~3~~party to whom it is directed at the address set

forth above or at such other address as one party shall provide to the other in writing. All notices shall be effective three (3) business days after being deposited, postage prepaid, or upon the date of actual receipt or rejection, whichever shall occur first.

24. Risk of Operations.

Franchisee acknowledges that there are uncertainties inherent in all business ventures. Franchisee acknowledges that Franchisee has conducted a thorough and independent investigation and, based on that investigation, desires to enter into this Agreement and undertake the business of owning and operating an AAMCO center. Franchisee agrees and acknowledges that, except as specifically set forth in this Agreement, no representations or warranties, express or implied, have been made to Franchisee, either by AAMCO or anyone acting on its behalf or purporting to represent it, including, without limitation any such representations or warranties relating to the prospects for successful operations, the level of business, sales, or profits that Franchisee might reasonably expect, the desirability, profitability, or expected traffic volume or profit of the Center (whether or not AAMCO assisted Franchisee in the selection of the location of the Center), the costs of equipping or the amount or type of equipment necessary or appropriate to the operation of the Center or as to the quality of any products or services to be sold by Franchisee to its customers. Franchisee acknowledges that all such factors are necessarily dependent upon variables beyond AAMCO's control, including without limitation, the ability, motivation, and amount and quality of effort expended by Franchisee.

25. Severability.

If any portion, term, or provision of any section of this Agreement shall be decided by any court to be in conflict with the law of any state or jurisdiction, the conflicting term or provision shall be construed in accordance with the specific provisions of the applicable law, and the remaining portions, terms or provisions of the section, as well as the remainder of this Agreement, shall remain in full force and effect.

26. Controlling Law and Dispute Resolution.

26.1 This Agreement takes effect when AAMCO accepts and signs this document. This Agreement shall be interpreted and construed exclusively under the laws of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Pennsylvania choice-of-law rules). Nothing in this Section 26.1 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the Commonwealth of Pennsylvania to which this Agreement would not otherwise be subject.

26.2 Before any party can bring an action in court against the other, the parties agree that they must first meet to mediate the dispute (except as otherwise provided in Section 26.4 below). Any such mediation shall be non-binding and shall be conducted in accordance with the then-current rules for mediation of commercial disputes of JAMS (formerly, the Judicial Arbitration and Mediation Services, Inc.) at its location nearest to AAMCO's principal place of business.

26.3 Unless resolved by mediation under Section 26.2 above, and except for AAMCO's right to obtain injunctive relief pursuant to Section 26.4 below, any claim arising out of or related to this Agreement or the making, performance, breach, or interpretation of this Agreement, shall be finally settled by arbitration conducted in accordance with the then-current

JAMS rules for arbitration of disputes, by one arbitrator appointed in accordance with such rules, shall be further subject to Section 26.6 below, and:

(a) All arbitration proceedings shall be conducted in the English language and shall take place at the JAMS office in Philadelphia, Pennsylvania or at such other location as may be mutually-agreed upon by the parties, in writing. The seat, and legal place, of arbitration shall be Philadelphia, Pennsylvania.

(b) The arbitrator must enforce the terms of this Agreement according to applicable law, and the arbitrator's award shall be the exclusive remedy between the parties regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator; will be promptly paid free of any tax, deduction, or offset; and any costs, fees, or taxes incident to enforcing the award will, to the maximum extent permitted by law, be charged against the party resisting such enforcement.

(c) The award issued by the arbitrators shall be in writing and shall be final and binding upon the parties and judgment upon the award of the arbitration may be entered in the court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award or an order of enforcement, and the parties submit themselves to the jurisdiction of any such competent jurisdiction for the entry and enforcement of the award.

(d) Each party shall be responsible for the payment of its legal expenses and the fees and expenses of arbitration except that the fee of the arbitrator shall be paid by the non-prevailing party.

(e) All issues relating to arbitrability or the enforcement or interpretation of the agreement to arbitrate set forth in this Section 26.3 shall be governed by the United States Federal Arbitration Act (9 U.S.C. Sections 1 et seq.) and the U.S. federal common law relating to arbitration.

26.4 Nothing contained in this Agreement shall bar AAMCO's right to obtain injunctive relief in any court against threatened conduct that will cause AAMCO loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions (but without the need to post a bond).

26.5 Subject to Section 26.3 above, the parties agree that any action that Franchisee brings against AAMCO, in any court, whether federal or state, must be brought only within such state and in the judicial district in which AAMCO has its principal place of business. Any action brought by AAMCO against Franchisee in any court, whether federal or state, may be brought within the state and judicial district in which AAMCO maintains its principal place of business, shall be further subject to Section 26.6 below, and:

(a) The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

(b) Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, multiparty or class action.

(c) In any court proceeding brought by either party arising out of or based upon this Agreement or its performance, the prevailing party shall recover all court costs,

attorneys' fees, and other expenses relating to such proceeding from the non-prevailing party.

26.6 Notwithstanding anything to the contrary in this Agreement, the parties specifically acknowledge and agree that neither shall bring, directly or indirectly or permit to be brought on its behalf, a class action, collective, or multiparty claim or proceeding against the other, whether in arbitration (for arbitrable claims) or in any court (for non-arbitrable claims), and neither party shall participate in any such class, collective or multiparty proceeding. Rather, any such action shall be conducted on an individual basis, and not as part of a consolidated, common, multiparty or class action.

26.7 No right or remedy conferred upon or reserved to AAMCO or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

27. WAIVERS.

27.1 FRANCHISEE AND AAMCO HEREBY WAIVE TRIAL BY JURY, TO THE FULLEST EXTENT PERMITTED BY LAW, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM, OR IN ANY MATTER WHATSOEVER THAT ARISES OUT OF (OR THAT IS CONNECTED IN ANY WAY WITH) THIS AGREEMENT OR ITS PERFORMANCE.

27.2 FRANCHISEE AND AAMCO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES IT HAS SUSTAINED.

28. Entire Agreement.

This Agreement contains the entire agreement of the parties, and supersedes, cancels, and revokes any and all other agreements between the parties relating to the subject matter of this Agreement. There are no representations, warranties, promises or inducements, either oral or written, except those contained in this Agreement. However, nothing in this Agreement, the exhibits or any related agreement or document is intended to disclaim representations which AAMCO has made in AAMCO's Franchise Disclosure Document which Franchisee acknowledges has been furnished to Franchisee.

Franchisee acknowledges that Franchisee is entering into this Agreement as a result of its independent investigation of the franchise opportunity and not as a result of any representations about AAMCO made by any person speaking on AAMCO's behalf (including for example AAMCO's officers, directors, shareholders, employees, agents, representatives, or independent contractors) that are contrary to the terms set forth in this Agreement or in any disclosure document, prospectus, or other similar document required or permitted to be given to Franchisee under applicable law. This Agreement may be executed in multiple counterparts, including by electronically-transmitted signatures, which taken together shall constitute one and the same original instrument. This Agreement may be modified only by an agreement in writing signed by the party against whom enforcement of such modification is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as

of the date of counter-execution by AAMCO's authorized signing officer as follows:

"FRANCHISEE"

If the "Franchisee" is a legal entity (corporation, limited liability company, partnership, etc.), then: (1) insert the name of such legal entity in the following space: _____ (the "Entity"); and (2) next to the name of the person(s) that is/are signing this agreement as authorized representative(s) of the Entity, insert their title within the Entity (president, member, partner, etc.). If the "Franchisee" is not a legal entity, but rather an individual, then (1) please insert an "X" in the following space: _____; and (2) do not fill in the title line(s) below.

_____
Signature of Franchisee (or of equity owner of Franchisee, if Franchisee is a legal entity)

Signature date:_____, 201_____

Printed name of person that signed above:

_____

Title:_____

"AAMCO"

AAMCO TRANSMISSIONS, LLC, a Pennsylvania Limited Liability Company

By:_____

Printed name of authorized signing officer:_____

Title:_____

*Date of AAMCO's Counter-Signature:_____, 201___

*(Effective Date of this Franchise Agreement)

STATISTICAL AREA

The "Statistical Area" referenced in this Agreement is located within the _____ Core Based Statistical Area as defined by the U.S. Office of Management and Budget as of the Effective Date.

OWNERSHIP INFORMATION FORM

INSTRUCTIONS: Please carefully read and complete each section of this form.

1. FULL NAME(S) OF FRANCHISEE [If this franchise is owned by a legal entity, **only** insert the name of the legal entity; if this franchise is owned by one or more persons, **only** insert the name(s) of such person(s)]:

_____

2. THIS FRANCHISE WILL BE OWNED BY: (check which one applies)

   a. Sole Proprietor (i.e., individual person or persons) _____

   b. Legal Entity

      (i) Corporation _____Federal Tax ID #:_____

      (ii) Limited Liability Company _____Federal Tax ID #:_____

      (iii) Partnership _____Federal Tax ID #:_____

3. Print full name(s) of all person(s) that either directly {i.e., as sole proprietor(s)} or indirectly (i.e., as shareholder of corporation, member of LLC, etc.) own an equity interest in the franchise rights. Next to each person's name, list their ownership percentage. **ALL PERCENT NUMBER(S) MUST TOTAL 100 PERCENT.**

Name	**Percent of Ownership**	**Social Security Number**

4. Primary Contact Person: (please print the name of one person who is listed in paragraph 3 above and their cell phone number):_____

_____

Appendix 9.2

Builder-less Equipment List

Required – May Purchase from AAMCO

ITEM	Qty
SHOP EQUIPMENT	
Fuel Induction & Injector cleaning System.	1
A/C - Refrigerant Identifier System - Pass/Fail	1
A/C Recycling System Hybrid Approved & Supplies Pkg	1
Air Compressor - 7 1/2 hp/ 80 gal/ 23.1 cfm@175psi	1
Air Stations - Shop Air/Elect on lifts	3
Battery - Portable Jump Pack Power Supply	1
Battery Charger/Power Supply	1
Battery Testers with Integrated Printer	1
Bench Grinder	1
Bench Vise - Steel - 6" jaw	1
Brake bleeder Unit w/ Attachments	1
Cleaner - Parts Cleaner / Recycler large	1
Engine - Van/FWD Engine Hanger	1
Engine -HD Engine Hanger	1
Flush - Radiator Flush Unit (# 75700 / NTX)	1
Flush - Trans Flush Exchanger (#400-80008-00/NTX)	1
Flush - Transmission Cooling Line Flush Machine	1
Grinder Stand	1
Jack - Floor Jack 2 1/2 ton	1
Jack - High Stands 74" 1 ton capacity each	4
Jack - Hi-Rise Transmission Jack 1/2 Ton (1,000-lb) capacity	2
Jack Adaptor for Trans Jack	1
Jack Stands 6 ton Pair	1
Lift - Truck lift adapter set	5
Lift Four Post Automotive Lift As Per Vendor Specs	1
Lift Twin Post Automotive Lift As Per Vendor Specs	5
Lift - Install For lifts four post	1
Lift - Install For lifts twin post	5
Press - Hydraulic Press w/ Separator -20 ton	1
Lift Dayton Hydraulic Lift Gate (GPS)	1
DIAGNOSTIC EQUIPMENT	
Scanner - AUTEL MAXI SYS 909	1
Scanner - Smoke machine Emiss/ Evap System Kit w/ Adapters	1

FLUID EQUIPMENT & SUPPLIES	
Oil - 6 Qt Oil Dispenser	2
Oil - Drain Pan	1
Oil - High Rise Drain - self Evac w/square funnel - 24gal	1
Oil - High Rise Drain Can Funnel	1
Oil- High Rise Drain Can	1
Oil- Tank Funnel	1

Oil- Drum Dolly - 55gal	1
Oil- Fluid Evacuator and Refill Unit	
Oil - Waste Oil Storage Tank 275g single wall - Check With Local Oil Company	1
Oil Storage Tank 275gal ATF single wall - Check With Local Oil Company	1
SHOP TOOLS & SUPPLIES	
Safety Deluxe Wall Mounted First Aid Kit	1
Trans Work Benches - Metal 72Lx36Dx34H	1
Bench - Mech Work Benches - welded steel 72Lx36Dx34H	2
Safety - Dirty Rag Receptacle	1
Safety -Eye Wash Station - OSHA	1
Safety -First Aid Safety Kit - OSHA	1
Safety -Safety Goggles	4
Safety -Spill Response Kit - EPA	1
Safety -Spill Response Pads 200 - EPA	1
Air - Portable air tank	1
Air - Tire Inflator w/ Gauge	1
Air Coupler Package	1
Air Hoses / Coiled Builders Room	2
Air Hoses 3/8x25'	6
Air Operated Grease Gun	1
Cooling system pressure test kit	1
Fuel Injection test kit	1
Light - Drop Lights - Fluorescent on 40' reel	5
Press - Front Axle Tool	1
Safety - Torque sticks for lug nuts	1
Trans Cart / w parts basket - 30Lx22Dx34H	2
Suspension Strut Compressor	1
Torch Set - Oxy/Acet Kit	1
Digital Pressure Gauge (vacuum/temp)	1

OFFICE SUPPLIES & EQUIPMENT	
Cleaning - Floor brooms	2
Cleaning -Floor - Mop and Bucket	1
Cleaning -Floor Squeegee	1
Cleaning -Towel Dispenser	2
Furniture - AAMCO Chair, Black Arm Upholstered	6
Furniture -AAMCO CSM Office Desk	1
Furniture -AAMCO Cube End Table	1
Furniture -CSM Office Chair	1
Furniture -File Cabinet - 4 drawer - w/ Lock - Legal	1
Furniture -File Cabinet - 4 drawer - w/ Lock - Letter	1
Furniture -Locking Storage Cabinet	1
Furniture -Office Waste Containers	3
Furniture -Owners Office Chair	1
Furniture -Owners Office Desk	1
Furniture -Shop Tech Desk	1
Furniture -Shop Tech Office Chair	1
AAMCO Counter Pod - Triangular	1
IT - AAMCO IT Package - PC/Printer/Fax etc. - EST	1
IT -Cordless Phone 3 line	1
IT -Phone System 3 line 3 station	1
Digital On Hold Message System	1

Required – Must Purchase from AAMCO

ITEM	Qty
AAMCO REQUIRED ITEMS	
AAMCO MANAGEMENT SYSTEM (AMS) W/ ALLDATA	1
AAMCO Customer Reception Pads	
AAMCO TCC – VCC(IVC CALIF) Form Pk100	
AAMCO TCC - Warranty Books/Envelopes Pk50	1
AAMCO TCC - IVC/VCC Trifold Brochure (Pk 50) - Customized with Center info	**51)** 1
AAMCO TCC - Oil Change Stickers RI100	1
AAMCO TCC - Key Tags Pk500	1
AAMCO Telephone Procedure Binder w/Inserts	1
AAMCO Floor mats Pk250	1
AAMCO Hang tags Pk1000	1
AAMCO Logo Patches	20
AAMCO Waiting Room Posters (Set of 4)	4
AAMCO Signs (sign survey required)	1
AAMCO Advertising for opening PKG 3	1

Optional Items

ITEM	Qty
~~AAMCO REQUIRED ITEMS~~	
~~AAMCO MANAGEMENT SYSTEM (AMS) W/ ALLDATA~~	~~1~~
~~AAMCO Customer Reception Pads~~	
~~AAMCO TCC – VCC(IVC CALIF) Form Pk100~~	
~~AAMCO TCC - Warranty Books/Envelopes Pk50~~	~~1~~
~~AAMCO TCC - IVC/VCC Trifold Brochure (Pk 50)~~ ~~- Customized with Center info~~	~~1~~
~~AAMCO TCC - Oil Change Stickers Rl100~~	~~1~~
~~AAMCO TCC - Key Tags Pk500~~	~~1~~
~~AAMCO Telephone Procedure Binder w/Inserts~~	~~1~~
~~AAMCO Floor mats Pk250~~	~~1~~
~~AAMCO Hang tags Pk1000~~	~~1~~
~~AAMCO Logo Patches~~	~~20~~
~~AAMCO Waiting Room Posters (Set of 4)~~	~~4~~
~~AAMCO Signs (sign survey required)~~	~~1~~
~~AAMCO Advertising for opening PKG 3~~	~~1~~
Flush Trans Flush - Dual Mode System	1
Dolly - UNI-Dolly - Car Mover	1
Dolly - Wheel Dolly - hydraulic each	4
High Voltage Insulated Glove Set w/ Storage Hybrid	1
Jack Gas Tank Adapter for High Rise Jack	1
Lift Air Operated Rolling Jacks for 4 post	2
Lift Portable Engine Crane	1
Lighting Complete Lighting & Power Pkg Portable & Wired	1
Multi Meter CATIII Hybrid Approved	1
Press - Axle puller slide hammer	1
Press- Drill press	1
Oil - Bulk aerosol sprayers	3
Customer AAMCO Coffee Bar	1
Phone - Additional Phone Handsets	1
Oil Storage Tank 275gal ATF double wall - Check Req	1
Oil Waste Oil Storage Tank 275g double wall - Check Req	1
Pressure washer	1
Lift - Power Pusher	1
Oil Waste Oil Heater - 300,000 BTU	1
Oil Waste Oil Install Acc. - tank/stand/chimney	1

Builder Equipment List

Required – May Purchase from AAMCO

ITEM	Qty
SHOP EQUIPMENT	
Fuel Induction & Injector cleaning System.	1
A/C - Refrigerant Identifier System - Pass/Fail	1
A/C Recycling System Hybrid Approved & Supplies Pkg	1
Air Compressor - 7 1/2 hp/ 80 gal/ 23.1 cfm@175psi	1
Air Stations - Shop Air/Elect on lifts	3
Battery - Portable Jump Pack Power Supply	1
Battery Charger/Power Supply	1
Battery Testers with Integrated Printer	1
Bench Grinder	1
Bench Vise - Steel - 6" jaw	1
Brake bleeder Unit w/ Attachments	1
Cleaner - Parts Cleaner / Recycler large	1
Engine - Van/FWD Engine Hanger	1
Engine -HD Engine Hanger	1
Flush - Radiator Flush Unit (# 75700 / NTX)	1
Flush - Trans Flush Exchanger (#400-80008-00/NTX)	1
Flush - Transmission Cooling Line Flush Machine	1
Grinder Stand	1
Jack - Floor Jack 2 1/2 ton	1
Jack - High Stands 74" 1 ton capacity each	4
Jack - Hi-Rise Transmission Jack 1/2 Ton (1,000-lb) capacity	2
Jack Adaptor for Trans Jack	1
Jack Stands 6 ton Pair	1
Lift - Truck lift adapter set	5
Lift Four Post Automotive Lift As Per Vendor Specs	1
Lift Twin Post Automotive Lift As Per Vendor Specs	5
Lift - Install For lifts four post	1
Lift - Install For lifts twin post	5
Press - Hydraulic Press w/ Separator -20 ton	1
Lift Dayton Hydraulic Lift Gate (GPS)	1
DIAGNOSTIC EQUIPMENT	
Scanner AUTEL MaxiSys Mini	1
Scanner - Smoke machine Emiss/ Evap System Kit w/ Adapters	1

BUILDER TOOLS & EQUIPMENT	
Furniture -HD Storage System 60x20 9 trans / unit	2
Parts Shelves 36x12 Closed 400lb	4

Parts Shelves 36x18 Closed 400lb	2
Press - Arbor Press 3 ton	1
Press - Bushing Drivers - Master Set 26pc	1
Press- Arbor Press Stand	1
Press - Foot Press Adapter - Adjustable	1
Puller - Hub Bearing Puller Kit	1
Trans Holding Fixtures - GM	1
Trans Holding Fixtures - UNIV Front Whl Drive	1
Trans Holding Fixtures - UNIV Rear Whl Drive	1
Trans Snap Ring Remover (foot press)	1
Trans Work Benches - Metal 72Lx36Dx34H	4
FLUID EQUIPMENT & SUPPLIES	
Oil - 6 Qt Oil Dispenser	2
Oil - Drain Pan	1
Oil - High Rise Drain - self Evac w/square funnel - 24gal	1
Oil - High Rise Drain Can Funnel	1
Oil- High Rise Drain Can	1
Oil- Tank Funnel	1
Oil- Drum Dolly - 55gal	1
Oil- Fluid Evacuator and Refill Unit	
Oil - Waste Oil Storage Tank 275g single wall - Check With Local Oil Company	1
Oil Storage Tank 275gal ATF single wall - Check With Local Oil Company	1
SHOP TOOLS & SUPPLIES	
Safety Deluxe Wall Mounted First Aid Kit	1
Trans Work Benches - Metal 72Lx36Dx34H	1
Bench - Mech Work Benches - welded steel 72Lx36Dx34H	2
Safety - Dirty Rag Receptacle	1
Safety -Eye Wash Station - OSHA	1
Safety -First Aid Safety Kit - OSHA	1
Safety -Safety Goggles	4
Safety -Spill Response Kit - EPA	1
Safety -Spill Response Pads 200 - EPA	1
Air - Portable air tank	1
Air - Tire Inflator w/ Gauge	1

ITEM	Qty
Air Coupler Package	1
Air Hoses / Coiled Builders Room	2
Air Hoses 3/8x25'	6
Air Operated Grease Gun	1
Cooling system pressure test kit	1
Fuel Injection test kit	1
Light - Drop Lights - Fluorescent on 40' reel	5
Press - Front Axle Tool	1
Safety - Torque sticks for lug nuts	1
Trans Cart / w parts basket - 30Lx22Dx34H	2
Suspension Strut Compressor	1
Torch Set - Oxy/Acet Kit	1
Digital Pressure Gauge (vacuum/temp)	1
Cleaning - Floor brooms	2
Cleaning -Floor - Mop and Bucket	1
Cleaning -Floor Squeegee	1
Cleaning -Towel Dispenser	2
Furniture - AAMCO Chair, Black Arm Upholstered	6
Furniture -AAMCO CSM Office Desk	1
Furniture -AAMCO Cube End Table	1
Furniture -CSM Office Chair	1
Furniture -File Cabinet - 4 drawer - w/ Lock - Legal	1
Furniture -File Cabinet - 4 drawer w/ Lock - Letter	1
Furniture -Locking Storage Cabinet	1
Furniture -Office Waste Containers	3
Furniture -Owners Office Chair	1
Furniture -Owners Office Desk	1
Furniture -Shop Tech Desk	1
Furniture -Shop Tech Office Chair	1
AAMCO Counter Pod - Triangular	1
IT - AAMCO IT Package - PC/Printer/Fax etc.	1
IT -Cordless Phone 3 line	1
IT -Phone System 3 line 3 station	1
Digital On Hold Message System	1

Required – Must Purchase from AAMCO

ITEM	Qty
AAMCO REQUIRED ITEMS	
AAMCO MANAGEMENT SYSTEM (AMS) W/ ALLDATA	1
AAMCO Customer Reception Pads	
AAMCO TCC – VCC(IVC CALIF) Form Pk100	
AAMCO TCC - MPI Brochure Pk50	
AAMCO TCC - Warranty Books/Envelopes Pk50	1
AAMCO TCC - IVC/VCC Trifold Brochure (Pk	**51)**

50) - Customized with Center info	1
AAMCO TCC - Oil Change Stickers RI100	1
AAMCO TCC - Key Tags Pk500	1
AAMCO Telephone Procedure Binder w/Inserts	1
AAMCO Floor mats Pk250	1
AAMCO Hang tags Pk1000	1
AAMCO R/O Racks	1
AAMCO Logo Patches	20
AAMCO Waiting Room Posters (Select 4 of 21 options)	4
AAMCO Poster Frames	4
AAMCO Office and Shop Material Shipping	1
AAMCO Signs (sign survey required)	1
AAMCO Advertising for opening PKG 3	1

Optional Items

ITEM	Qty
Flush Trans Flush - Dual Mode System	1
Dolly - UNI-Dolly - Car Mover	1
Dolly - Wheel Dolly - hydraulic each	4
High Voltage Insulated Glove Set w/ Storage Hybrid	1
Jack Gas Tank Adapter for High Rise Jack	1
Lift Air Operated Rolling Jacks for 4 post	2
Lift Portable Engine Crane	1
Lighting Complete Lighting & Power Pkg Portable & Wired	1
Multi Meter CATIII Hybrid Approved	1
Press - Axle puller slide hammer	1
Press- Drill press	1
Oil - Bulk aerosol sprayers	3
Parts Boxes 4.25h x 2.25w x 11d	25
Parts Boxes 4.25h x 4.25w x 11d	25
Parts Boxes 4.25h x 6.25w x 11d	25
Parts Boxes 4.25h x 8.25w x 11d	25
Parts Extra shelves 36x12 3pk 400lb	1
Parts Extra shelves 36x18 3pk 400lb	1
Customer AAMCO Coffee Bar	1
Phone - Additional Phone Handsets	1
Oil Storage Tank 275gal ATF double wall - Check Req	1
Oil Waste Oil Storage Tank 275g double wall - Check Req	1
Pressure washer	1
Lift - Power Pusher	1
Oil Waste Oil Heater - 300,000 BTU	1
Oil Waste Oil Install Acc. - tank/stand/chimney	1

FRANCHISE AGREEMENT

AAMCO TRANSMISSIONS, LLC

A Pennsylvania Limited Liability Company 201 Gilbraltar Road Horsham, Pennsylvania 19044

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FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN:
(1) AAMCO TRANSMISSIONS, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY LOCATED AT 201 GIBRALTAR ROAD, HORSHAM, PENNSYLVANIA 19044 ("AAMCO"); AND (2) THE PERSON OR PERSONS OR LEGAL ENTITY LISTED BELOW AS "FRANCHISEE." THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE COUNTER- SIGNED BELOW BY AAMCO (THE "EFFECTIVE DATE").

FRANCHISEE: FULL LEGAL NAME (See Attached Ownership Information Form)

_____

_____

LOCATION OF FRANCHISEE'S AAMCO® CENTER (the "Approved Center Location"):

Street Address:

_____

City/State/Zip Code:

_____

AAMCO Center Number:_____

As a result of extensive experience in the transmission and general automotive repair business, AAMCO has developed methods, procedures and techniques for the operation of AAMCO centers devoted to such repair business and AAMCO has built up substantial business and valuable good will by the establishment of such centers throughout the United States and Canada and

AAMCO has developed, and continues to develop, a comprehensive system for conducting operations in the transmission and general automotive repair business which consists, in part, of the use of the AAMCO Marks (defined below), AAMCO's methods, procedures and techniques, and a network of centers devoted to the transmission and general automotive repair business (the "System"); and

AAMCO identifies the System by means of certain trade names (for example, the "AAMCO" mark and logo), service marks, trademarks, logos, emblems, and indicia of origin, as well as other trade names, service marks, and

trademarks that AAMCO may periodically specify in writing for use in connection with the System (all of these are referred to as the "AAMCO Marks"); and

AAMCO has created a substantial demand for its products and services by maintaining high standards of quality in its operation and in the operation of its franchised centers and by extensive advertising (for purposes of this Agreement, including without limitation Section 11, all references to "advertising" shall mean and include "advertising and marketing"); and

AAMCO makes its experience and proprietary know-how available to all its franchisees in order to assist them in opening and developing an AAMCO center. AAMCO makes this and other means at its disposal available to aid Franchisee in Franchisee's management and operation of Franchisee's AAMCO center.

In recognition of the value of participating in the System, Franchisee desires to acquire from AAMCO, and AAMCO is willing to grant to Franchisee, a franchise upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT AND FOR OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AAMCO AND FRANCHISEE, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

1. Grant of Franchise.

1.1 In consideration of the payment of the Initial License Fee identified in this Agreement, Franchisee shall have the right, subject to compliance with the terms and conditions of this Agreement, and accepts the obligation, to operate an AAMCO transmission and automotive repair center ("Center") at the address identified above in this Agreement (the "Approved Center Location"), under the AAMCO Marks and System.

1.2 Franchisee's Center must be located solely at the Approved Center Location, which is incorporated by reference into this Section 1.2. Franchisee agrees to operate the Center at no other address other than the Approved Center Location. Franchisee also agrees not to, under any circumstance, move or relocate the Center without the express prior written approval of AAMCO, which approval shall only be in the form of a fully executed amendment to this Agreement that changes the Center's address and replaces the Approved Center Location. AAMCO agrees not to unreasonably withhold such relocation approval, but may refuse to grant such approval for so long as Franchisee remains in default of any provision of this Agreement. Nothing in this Agreement shall grant Franchisee any options, rights of first refusal or similar rights to acquire additional franchises from AAMCO. AAMCO expressly reserves

the right to grant additional franchises or establish other Centers in the same Statistical Area (as that term is defined on the signature page of this Agreement). The number of Centers will be based upon then current motor vehicle registrations

and the marketing program of AAMCO, and shall be limited to a maximum of one Center for each 100,000 motor vehicle registrations. Franchisee agrees that Franchisee does not have and is not being granted a protected trading area, specifically without limitation, in regard to the placement of other AAMCO Centers.

2. Initial License Fee.

(a) Franchisee agrees to pay to AAMCO, prior to or upon the execution of this Agreement, an "Initial License Fee." The amount of the Initial License Fee is $17,500. This license fee does not permit Franchisee to use the AAMCO Marks or to operate the Center, without compliance with other provisions of this Agreement.

(b) Franchisee acknowledges that AAMCO shall incur expenses upon execution of this Agreement. In the event of any termination, cancellation or rescission of this Agreement for any reason whatsoever, AAMCO will suffer damages not able to be determined; therefore, AAMCO, in addition to any other rights or remedies it may have, shall be entitled to retain the Initial License Fee as liquidated damages.

3. Term and Renewal.

This Agreement shall begin as of the date set forth above and shall continue for a term of fifteen (15) years. Unless either party gives written notice of its intention not to renew at least 180 days prior to the expiration of the fifteen-year term, Franchisee shall have the right to renew this franchise at the end of the initial term for one (1) additional fifteen-year term, provided Franchisee is not then in default under the Agreement. In connection with any renewal, Franchisee agrees to execute a franchise agreement of the type then currently being used by AAMCO, at least ninety (90) days, but not more than one (1) year, prior to the expiration of the term. If, at least ninety (90) days prior to the expiration of the term of this franchise, Franchisee has not executed AAMCO's then current franchise agreement, this Agreement shall automatically terminate at the end of the term without further action by any party and Franchisee shall comply in full with section 19.2, "Effect of and Procedures after Termination." AAMCO expressly reserves the right to increase the franchise fee upon renewal in accordance with its then current policy. Notwithstanding anything in this Section 3 to the contrary, any non-renewal of the franchise shall be subject to the other provisions of this Agreement regarding termination.

4. Approved Center Location and Lease.

(a) In the event Franchisee fails to open the Center for business at the Approved Center Location within one year from the date of execution of this Agreement, AAMCO may, absent any extension of time agreed to in writing by AAMCO, immediately and without prior notice, cancel and terminate this Agreement.

(b) Franchisee agrees not to execute any documents of

purchase or lease for the Center's location without the prior written approval of AAMCO as to location, and terms of sale or lease, whichever is applicable.

(c) If Franchisee purchases the Center location at any time during the term of this Agreement, or is the owner of the Center location prior to the execution of this Agreement, Franchisee hereby grants to AAMCO the option to lease the location on substantially the same terms and conditions contained in any lease under which Franchisee occupied the location as lessee, or if no such lease existed, then on terms and conditions that are commercially reasonable. This option granted may be exercised by AAMCO for a period of thirty (30) days following the termination, rejection or rescission of this Agreement for any reason whatsoever.

(d) If Franchisee purchases the Approved Center Location at any time during the term of this Agreement, or is the owner of the Approved Center Location prior to the execution of this Agreement, Franchisee hereby grants to AAMCO, upon expiration or non-renewal, a right of first refusal to purchase or lease the Approved Center Location on terms and conditions that are commercially reasonable or on substantially the same financial terms and conditions of any binding third-party offer. This right of first refusal may be exercised by AAMCO for a period of thirty (30) days following such expiration or non-renewal; provided, however, this right of first refusal shall not apply if Franchisee himself is using the location so long as such use is in compliance with Section 20(b) of this Agreement.

(e) If Franchisee is leasing the Center location, then Franchisee shall execute the lease and agrees to deliver a copy of the fully executed lease to AAMCO. Franchisee agrees that the lease shall contain a conditional assignment clause which shall provide that, upon the termination or expiration of this Agreement for any reason whatsoever, AAMCO or its designee shall have the option for thirty (30) days to assume the obligations of and to replace Franchisee as the lessee under the lease and at any time thereafter reassign the lease to a new franchisee. Franchisee agrees not to terminate, renew or in any way alter or amend the Center's lease during the Term or any renewal term of this franchise without AAMCO's prior written consent, and any attempted termination, renewal, alteration or amendment shall be null and void and have no effect as to AAMCO or AAMCO's interests.

(f) Except as otherwise provided in this Agreement, Franchisee agrees not to assign its Center lease or sublet the Center, or any portion of the premises containing the Center.

(g) If Franchisee chooses to design and construct his Center, Franchisee agrees to engage AAMCO's designated design and construction professional or, alternatively, to procure design and construction services from another source approved by AAMCO in writing.

(h) Franchisee agrees not to make any material change to the Center premises or adjacent areas without the prior written consent of AAMCO.

(i) Franchisee agrees to use the Center's premises solely and exclusively for the operation of an AAMCO franchised business.

5.

Business.

(a) Prior to openin

must attend and successfully complete, to AAMCO's satisfaction, AAMCO's operator's training school, w

those employees who, upon appropriate screening, demonstrate themselves to be honest and dependa

5.3

(a) Franchisee acknowledges that it has deposited with AAMCO the sum of $5,000 as a "Security Deposit" as security for compliance with all the provisions of this Agreement. The Security Deposit shall be retained by AAMCO, and AAMCO shall have the right to reimburse itself or others, including customers of the Center, from this Security Deposit for any costs or expenses that may be sustained by AAMCO or others, as a result of failure by Franchisee to comply with any provision of this Agreement. AAMCO has sole and absolute discretion in determining the amount of reimbursement from this Security Deposit, and agrees to act reasonably in making such determinations.

(b) Franchisee acknowledges that the creation and use of this Security Deposit is a condition of the franchise, is intended to maintain a high level of customer satisfaction, and to minimize or resolve customer complaints. It is agreed that AAMCO may use the Security Deposit funds to cure any default by Franchisee under this Agreement and to defray expenses, damages or attorneys' fees of AAMCO or others, reasonably necessary to cure any such default, including refunds to customers of Franchisee as AAMCO may determine. AAMCO may send written notice to Franchisee of defaults calling for action under these provisions; however, Franchisee hereby authorizes AAMCO to apply the money in this Security Deposit for the purposes specified in this provision without prior, actual notice to Franchisee that the money has been applied.

(c) Franchisee agrees that should the amount of the Security Deposit with AAMCO become less than $5,000 because of any reason whatsoever, then Franchisee, upon notice from AAMCO, shall pay whatever amount is needed so that the amount of the Security Deposit is fully replenished and equals $5,000.

(d) AAMCO agrees to pay interest on the Security Deposit at the rate of 3% less than prime rate as established by a leading bank as determined by AAMCO averaged over the preceding twelve months to a maximum of six percent (6%) per year, provided that Franchisee is, at all times, in full compliance with the provisions of this section. AAMCO shall have no obligation to establish a separate bank account for such funds.

(e) The Security Deposit shall be reimbursed to Franchisee upon termination of this Agreement if the Center is sold by Franchisee in accordance with section 18.2 of this Agreement and the new franchisee assumes Franchisee's warranty obligations and pays a new Security Deposit with AAMCO. In all other situations when this Agreement terminates, expires or is rescinded, AAMCO may use the Security Deposit to cover the costs of warranty work arising from warranties issued by the Center prior to the termination, expiration or rescission of this Agreement; and AAMCO may retain the deposit for a period of three (3) years from the date of termination, at which time any remaining balance will be returned to Franchisee provided Franchisee has complied in full with sections 19 and 20 of this Agreement. All warranty repairs charged under this

subsection shall be performed at and in accordance with AAMCO's then current

Intershop Warranty rate and policies and procedures.

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6.1 Services Rendered by AAMCO. AAMCO agrees to:

(a) assist Franchisee with the layout of the Center and the installation of equipment;

(b) assist Franchisee in finding and evaluating Center personnel;

(c) loan to Franchisee, for the term of this Agreement, the Operator's Manual described in Section 7, parts catalogues, and instructional and training materials for the purpose of providing guidance in AAMCO's proprietary methods, procedures and techniques of operating a Center;

(d) furnish, from time to time, such business information, literature and materials as AAMCO determines may be helpful in improving the operations of the Center;

(e) advise and consult with Franchisee during usual business hours on matters relating to the operation of the Center;

(f) advise Franchisee of any new developments or improvements in the System;

(g) assist Franchisee by providing Technical Consulting services for use by all franchisees. These services will include Technical Hot Line Department, Publication of Technical Advisory bulletins, Publication of Technical Bench tips, Publication of Technical Bench notes, Publication of Technical columns in the Twin Post, Production of video training films, the availability of the Rebuilders Academy and additional in-house only training seminars. AAMCO further agrees that the ratio of the Technical Department's expenditures to franchise fee revenue for the provision of these services will be the minimum ratio maintained for the provision of these services.

(h) provide initial training and other additional training programs, sessions and meetings as AAMCO may determine;

(i) assist in the design of advertising promoting the business of AAMCO franchisees and the services they sell; and make available to Franchisee its experience, know-how, guidance, and counseling with respect to national, regional, and/or local advertising, and combinations thereof, including the selection of particular media and advertising content, as well as the choice of agencies for the purchase and use of these advertising techniques; and

(j) continue to protect the good will and reputation associated with the AAMCO name and marks and other distinguishing aspects of the System.

6.2 AAMCO agrees that, before AAMCO grants any additional franchise in the Statistical Area in which Franchisee's Center is located, it will conduct a marketing study and will receive and consider input and comments from Franchisee.

7. Operator's Manual

7.1 Operator's Manual.

(a) AAMCO shall loan to Franchisee, for the term of this Agreement, a manual produced and published by AAMCO (the "Operator's Manual") which: (i) is incorporated by reference into this Agreement, and (ii) includes, in part, the business procedures, technical advice, policies and procedures, and rules and regulations for the operation of the Center.

(b) Franchisee agrees that Franchisee will comply with all of the policies and procedures which AAMCO establishes from time to time including those set forth in AAMCO's Operator's Manual, training manuals as modified and/or updated by AAMCO from time-to-time as determined by AAMCO in its sole discretion.

7.2 Franchisee acknowledges and agrees that:

(a) the Operator's Manual is the property of AAMCO and shall remain its property during the term of this Agreement and during a renewal term of the Center's franchise rights;

(b) the Operator's Manual contains confidential information which Franchisee will protect as a trade secret, and that its loss will cause substantial damage to AAMCO and the System although the amount of such loss would be incalculable with any degree of accuracy. Consequently, in the event of loss of this Operator's Manual, Franchisee agrees to pay to AAMCO such sum as may be agreed upon for its replacement, as liquidated damages and not as a penalty;

(c) Franchisee will not reprint or reproduce any portion of the Operator's Manual for any reason whatsoever;

(d) upon expiration or termination of this Agreement for any reason, the Operator's Manual will be immediately returned to AAMCO.

8. Certain Obligations of Franchisee. In order to maintain the high quality and uniform standards associated with the System and to protect its good will and reputation, Franchisee agrees to:

(a) deal fairly and honestly with AAMCO and with each customer, and that Franchisee will render prompt, workmanlike, courteous and willing service in the Center

(b) operate the Center in such a manner so as to avoid customer complaints, since any customer complaints cause harm to the growth of AAMCO's national identity, reputation in the marketplace and association of its

name with quality repairs. Franchisee agrees that any customer complaints generated by the Center, including but not limited to those in which customers allege abuse, fraud, or deceptive or unfair trade practices, cause such harm individually and in the aggregate. Franchisee agrees to handle all customer complaints and adjustments in a uniform manner consistent with the protocols and requirements specified by the Operator's Manual whether they arise from the

Center or from any other AAMCO center.

(c) honor and comply with the terms of all advertising placed by or at the direction of AAMCO or Franchisee;

(d) devote his/her best efforts to the day-to-day operations and development of the business of the Center;

(e) operate the Center exclusively as an automotive repair and servicing business and not engage in any other business at the Center, except as otherwise approved in writing by AAMCO;

(f) design, keep and maintain the Center and its appearance in an attractive, clean, safe and orderly manner consistent with the operation of a first class automotive business and any directives of AAMCO deemed by it to be necessary to protect the standards of quality and uniformity of the Centers and the System, including (i) interior and exterior painting and décor, (ii) shop and sales office layout and character of interior furnishings, and (iii) use and display of such signs, emblems, logos, lettering and pictorial materials as required or approved by AAMCO;

(g) operate the Center in accordance with the methods, policies and procedures, and techniques included in the Operator's Manual and other training manuals and materials, as modified and/or updated from time to time as determined by AAMCO in its sole discretion, or otherwise approved by AAMCO;

(h) conduct business at the Center in a manner so that it will not detract from nor bring into disrepute the AAMCO name and marks;

(i) comply at all times with all federal, state, provincial, county, city, municipal and other local laws, regulations and ordinances applicable to Franchisee's business;

(j) employ center personnel who conform to the experience or skill standards that AAMCO may prescribe;

(k) operate the Center under the name AAMCO and under no other name unless directed in writing by AAMCO, and use and display the AAMCO name and marks prominently in such manner as may from time to time be directed in writing by AAMCO and not use or prominently display any other trade name, trademark, service mark or other designation during the term of this Agreement;

(l) permit AAMCO during business hours to inspect the premises of the Center, confer with Franchisee and Franchisee's employees and

customers, check equipment and inventories, methods, books and records, and perform any other inspection deemed by AAMCO to be necessary to determine the nature, quality and uniformity of service rendered at the Center in order to protect the System and to determine Franchisee's performance under this Agreement. Franchisee specifically agrees that neither Franchisee's physical presence in the Center nor specific consent to any such inspection shall be necessary;

(m) submit to AAMCO uniform business and financial reports and financial statements in accordance with the procedure set forth in the Operator's Manual, and deliver a copy of Franchisee's federal income tax return relating to the operations of the Center within thirty (30) days after such return is filed. If AAMCO adopts as part of the System a format of reporting via electronic polling, Franchisee agrees to submit uniform financial reports for the Center through the Internet or other electronic means which is compatible with software used by AAMCO for such purpose;

(n) maintain a system of bookkeeping and recordkeeping as requested by AAMCO, keep the Center's books and records at the Center at all times and make them available during business hours to authorized representatives of AAMCO for the purpose of verifying the accuracy of Franchisee's business and financial reports. If such verification reveals that the Gross Receipts reported by Franchisee to AAMCO are more than two percent (2%) less than Franchisee's actual Gross Receipts, Franchisee agrees to reimburse AAMCO for all expenses connected with such verification, including, but not limited to, reasonable administrative, accounting and legal fees, and without limitation to any other rights and remedies AAMCO in its sole discretion, may elect to pursue. Franchisee shall pay to AAMCO immediately any deficient and delinquent franchise fees, together with interest at the rate of eighteen percent (18%) per annum calculated from the date when franchise fees should have been paid to the date of actual payment. Franchisee further acknowledges and agrees that the actual damages sustained by AAMCO in the event of underreporting of Gross Receipts are difficult to ascertain and that in addition to the fees, interest and expenses stated above, Franchisee shall also pay AAMCO liquidated damages in an amount equal to three times franchise fees due plus interest as calculated above. These liquidated damages shall be in addition to any other remedies AAMCO may have.

(o) use only such forms as AAMCO specifically prescribes or authorizes including, without limitation, AAMCO diagnostic forms, AAMCO warranty cards, AAMCO reporting forms and consecutively numbered AAMCO repair orders for which AAMCO may make a reasonable charge.

(p) offer to customers of the Center all services, products and/or warranties which AAMCO may prescribe. Franchisee acknowledges that AAMCO retains the exclusive right to make modifications from time-to-time to such services, products and/or warranties.

(q) require your employees to comply with such dress code or standards as AAMCO may require, which may include use of branded (or other "uniform") apparel, and otherwise identify themselves with the AAMCO Marks at

all times in the manner AAMCO specifies (whether in the Operator's Manual or otherwise in writing). AAMCO may also require that Franchisee and its employees comply with personal appearance standards (including but not limited to dress code, shoes, hair color, and sanitation and personal hygiene, etc.).

9. Equipment, Inventory, Supplies and Signs.

9.1 Standards and Specifications. AAMCO shall fix and determine all standards, specifications and requirements for the equipment, including diagnostic and technical equipment, supplies, parts, and assembly sets

used by Franchisee in the Center. Franchisee may purchase these items from any source, so long as they conform to these standards and specifications. AAMCO agrees to furnish these standards and specifications to Franchisee, or to a vendor or manufacturer, without charge. Franchisee acknowledges that AAMCO may change such standards, specifications and requirements from time- to-time, and agrees to make any additional purchases of equipment and/or supplies needed to comply with such updated requirements.

9.2 Original Equipment, Supplies and Inventory. Prior to the opening of the Center, Franchisee must purchase the equipment, supplies, and inventory ("Items") designated in Appendix 9.2 of this Agreement as "Required – must purchase from AAMCO" and "Required – may purchase from AAMCO." Franchisee may purchase Items designated as "Optional" in Appendix 9.2 at Franchisee's discretion. Except as prohibited by state law, Franchisee must purchase all Items in Appendix 9.2 designated as "Required – must purchase from AAMCO" exclusively from AAMCO. Franchisee must purchase all Items in Appendix 9.2 designated as "Required – may purchase from AAMCO" through either AAMCO or an approved vendor; provided, that if any Item is purchased through any source other than AAMCO, Franchisee must submit to AAMCO, upon request, specifications from the suppliers for any of these Items to verify that the Items comply with AAMCO's standards, specifications, and requirements. If Franchisee requests to purchase equipment and supplies from or through AAMCO, AAMCO agrees to supply them at the price then in effect; provided, that if prior to delivery the price to AAMCO shall increase, then AAMCO may proportionately increase the price to Franchisee. If any item is not available at the time of request, then AAMCO may substitute merchandise of a similar quality, and adjust the price, after notice to Franchisee.

9.3 Operating Inventory. Franchisee acknowledges that consumer acceptance, quality, and standardization of parts and assembly sets used by AAMCO Centers is integral to the System. Franchisee further acknowledges and agrees that the exclusive use of parts and assembly sets that comply with AAMCO's standards, specifications, and requirements is an essential condition of the performance of this Agreement. Accordingly, Franchisee must, at AAMCO's request, submit a certification or other forms of verification that Franchisee uses parts and assembly sets that comply with AAMCO's standards, specifications, and requirements.

9.4 Product Warranties. There are no warranties, express or implied, made by AAMCO under this Agreement for the products purchased by Franchisee, including the implied warranty of MERCHANTABILITY.

9.5 Signs. Franchisee agrees to erect outside and inside the Center signs of such size and construction as pre-approved in writing by AAMCO. No other signs may be erected or used. Franchisee acknowledges and agrees that AAMCO shall have exclusive control of the use and display of all sign faces bearing the AAMCO name or marks.

10. Franchise Fees and Business Reports.

(a) During the term of this Agreement, Franchisee agrees to pay to AAMCO a franchise fee (the "franchise fee") equal to seven and one half percent (7.5%) of the Gross Receipts of all business transacted by Franchisee. "Gross Receipts" shall mean all forms of consideration received by the Center for

all work, sale of parts, supplies or accessories or services, sold, completed and delivered to customers of the Center, exclusive of sales tax. Franchisee agrees that the franchise fee shall be paid weekly on each Tuesday based upon Gross Receipts during the preceding calendar week. The franchise fee shall be remitted simultaneously with a report showing its computation upon the forms or reports or in a format provided, required or approved by AAMCO. Franchisee agrees that AAMCO may, require Franchisee to submit the reports via electronic polling from Franchisee to AAMCO through the Internet or other electronic means which is compatible with software used by AAMCO for such purpose.

(b) Franchisee acknowledges and agrees that failure to furnish complete and accurate reports of business on a timely basis deprives AAMCO of the means to control and supervise the use of its marks or to communicate with members of the motoring public who are customers of AAMCO Centers. In addition to an accurate report of Gross Receipts in the manner or on the forms prescribed by AAMCO, Franchisee agrees to submit such copies of customer repair orders as directed by AAMCO.

(c) Franchisee agrees that the franchise fee and all other fees, charges and/or amounts owed by Franchisee under this Agreement, specifically including, but not limited to, any sums due for any advertising, whether national, regional, local and/or national creative, pursuant to section 11 below, shall be remitted to AAMCO via electronic funds transfer ("EFT") from the designated account(s) of Franchisee's financial institution. Prior to opening his/her Center, and from time to time thereafter as events may require, Franchisee agrees to provide AAMCO written authorization, and such other information as AAMCO may require, in such form as shall be approved by AAMCO, which shall authorize and/or enable Franchisee's financial institution to accept debit originations, electronic debit entries, or other EFT, and electronically deposit franchise fees and other sums owed under this Agreement directly to AAMCO's bank account(s).

(d) Franchisee agrees to authorize AAMCO to withdraw funds by EFT upon or after the funds become due to AAMCO under this Agreement, at such days and times as AAMCO shall determine. Franchisee agrees that it shall be an event of default under section 19.1 of this Agreement if Franchisee closes or otherwise makes Franchisee's designated account(s) inaccessible by AAMCO without completing the following before or promptly after the account is made inaccessible:

(1) notifying AAMCO in writing of such event;

(2) establishing another designated acc

for EFT withdrawals; and

(3) providing the written authorizat

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tionrequiredinsubsection(c)above.

(e) Franchisee agrees that if AAMCO has not received from Franchisee, by 12 noon Eastern time on each Tuesday, a report of Gross Receipts from the Center's sales for the preceding week by written statements or business reports in the form prescribed by AAMCO under section 10 of this Agreement or by electronic polling, then AAMCO shall be entitled to withdraw by EFT from Franchisee's designated account(s) the appropriate franchise fee based on an arithmetic average of Franchisee's weekly gross sales reported to AAMCO over a number of previous weeks as determined by AAMCO or based on some other means of estimating Franchisee's gross sales as determined by AAMCO. If a business report in the form of a statement required under this section 10 is subsequently received and reflects (i) that the actual amount of the franchise fee due was more than the amount of the EFT by AAMCO, then AAMCO shall be entitled to additional funds by EFT from Franchisee's designated account(s) for the difference, or (ii) that the actual amount of the franchise fee due was less than the amount of the EFT by AAMCO, then AAMCO shall credit the excess amount to the payment of Franchisee's future franchise fee.

(f) Franchisee agrees that, upon written notice from AAMCO, Franchisee may be required to pay any amount(s) due under this Agreement directly to AAMCO by check or other non-electronic means, instead of by EFT, solely at AAMCO's discretion.

11. Advertising.

11.1 National Creative Advertising Fee. Franchisee agrees to pay a "National Creative Advertising Fee" in accordance with the formulas which will be provided by the National Creative Committee and administered by AAMCO. Payment of this National Creative Advertising Fee shall be made to AAMCO in accordance with its instructions, including compliance with section 10(c) providing for payment by EFT.

11.2 Grand Opening Advertising. Franchisee agrees to pay AAMCO a fee in the amount of Five Thousand Dollars ($5,000) upon execution of this Agreement to be used for grand opening promotions for the Center before and around the Center's opening. AAMCO will disburse these amounts for the Center's grand opening program, but will coordinate with Franchisee to determine how these funds will be used, such as for online marketing, direct mail campaigns, or television or radio ad placement to promote the Center.

11.3 ~~11.2~~Local Advertising.

(a) Franchisee acknowledges and agrees that all advertising must be approved by AAMCO in advance of its use and Franchisee agrees not to use any advertising unless and until such has been approved in writing by AAMCO. Franchisee specifically agrees to participate in for the national Yellow Pages program of AAMCO, to place and pay for Yellow Pages advertising through this program and agrees not to place Yellow Pages advertising in any other manner. Franchisee further agrees to use, display or distribute in or about the Center any advertising, promotional or informational materials that AAMCO may provide from time to time and to follow AAMCO's instructions regarding such materials.

(b) Franchisee acknowledges that, in addition to Yellow Pages advertising, it is mandatory to employ advertising at the local level and to participate in and pay for advertising programs and promotional activities at the local level. Franchisee agrees to share local advertising expenses with other franchisees in the Designated Market Area (DMA) as defined by A.C. Nielsen Company which may change from time-to-time and to execute all local ad pool documents as may be required and approved by AAMCO.

(c) Franchisee acknowledges that AAMCO has the right to approve an advertising agency, which approval shall not be unreasonably withheld, and Franchisee agrees to place advertising only with an agency approved by AAMCO; Franchisee agrees to pay promptly fees which become due to any such agency.

(d) Franchisee agrees that if Franchisee fails to pay promptly an amount due his advertising agency or his local advertising group or pool, then either AAMCO, or other AAMCO franchisees in the local advertising group or pool of which Franchisee is a member, or the local advertising group or pool itself shall be entitled to recover the amount due from Franchisee. Franchisee acknowledges that all local advertising benefits him and the other franchisees in the local advertising group or pool. Franchisee acknowledges that despite failure to contribute to Franchisee's local AAMCO advertising group or pool, local advertising expenditures by such group or pool confer substantial

benefits on Franchisee, and further acknowledges Franchisee's responsibility for payment therefor. AAMCO specifically reserves the right to have or allow the local AAMCO advertising group or pool to seek enforcement of this obligation.

(e) Franchisee may engage in any advertising or promotion of the Center or business, in addition to the advertising or promotion set forth in this section 11, provided that such advertising or promotion shall be at the sole cost of Franchisee.

(f) Franchisee agrees not to create, maintain or use an Online Site or other form of electronic media not paid for or approved in writing by AAMCO for the purpose of advertising or promoting the Center or business; not to create or adopt, use or register any domain name that uses in any manner, the AAMCO Marks; and, not to establish any HTML or other link between any web site created, maintained or used by Franchisee and AAMCO's home page(s) or other part of its Online Site(s) without AAMCO's prior written approval. The term "**Online Site**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, microsites, social

networking sites (e.g., Facebook, Twitter, LinkedIn, You Tube, Google Plus, Pinterest, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPad or Droid apps), and other applications, etc.

11.4 ~~11.3~~National or Regional Advertising.

(a) Franchisee agrees to participate in advertising programs at the national and/or regional levels if and when established or directed by AAMCO by paying to AAMCO a National or Regional Advertising Fee. Franchisee agrees to pay this National or Regional Advertising Fee in accordance with reasonable formulas provided by AAMCO. Payment of such National or Regional Advertising Fee shall be made in accordance with AAMCO's instructions.

(b) Franchisee agrees that AAMCO may, from time to time, designate an AAMCO web site for the purpose of advertising the AAMCO Marks and services associated with the System as well as individual Centers. Franchisee acknowledges and agrees that all parts of the designated web site, including any web page(s) dedicated to the Center, are the property of AAMCO and that AAMCO has sole and exclusive right and authority to change or terminate the web site in total or in part, as AAMCO deems appropriate.

12.

12.1 Insurance.

(a) Franchisee agrees to purchase and, at all times during the term of this Agreement, maintain in full force and effect policies of insurance as follows: (i) Worker's Compensation insurance, in amounts prescribed by law; (ii) insurance against all types of public liability including employer's liability insurance, liability insurance under a comprehensive general liability policy, with bodily injury and property damage liability insurance, garage liability, garage keeper's legal liability and direct primary coverage, products liability or completed operations liability insurance, automobile liability insurance, including owned and non-owned hired motor vehicles, and customer automobile liability insurance; and

(iii) such additional insurance as may be required by the terms of any lease for the premises of the Center.

(b) Franchisee agrees that all policies of insurance required under this section shall be in form with companies reasonably satisfactory to AAMCO and in such amounts as AAMCO shall reasonably determine, which amounts, in no event, shall be less than $1,000,000 per occurrence, bodily injury and property damage combined. Franchisee acknowledges and agrees that AAMCO reserves the right to increase the amounts of insurance required by this section and further agrees to comply with such increased amounts after notice from AAMCO. AAMCO agrees to act reasonably in determining such increased amounts. Franchisee agrees that such policies shall protect, as named insureds, Franchisee, AAMCO and any other party designated by AAMCO and that such policies shall contain an endorsement which provides that only actual notice to insured, if an individual, or to any executive officer of insured, if a corporation, shall constitute knowledge of the insured. Franchisee agrees to furnish to AAMCO, any other named insured, and all other persons designated by AAMCO,

certificates issued by each of Franchisee's insurers indicating that all required insurance is in full force and effect and will not be terminated or changed without at least thirty (30) days prior written notice from the insurer to each certificate holder. New certificates evidencing renewal of such insurance shall be furnished at least thirty (30) days prior to the date of expiration of each such policy. Within five (5) days of any request by AAMCO, Franchisee agrees to deliver the original of all such insurance policies to AAMCO for examination.

(c) If Franchisee fails to obtain or maintain any insurance policy containing all the coverages, clauses and provisions required under this section, AAMCO may, at its election, obtain and maintain such insurance for and in the name of Franchisee. Within fifteen (15) days of any written request of AAMCO, Franchisee agrees to furnish all information necessary to obtain and maintain such insurance and to pay all costs thereof.

12.2 Indemnity Agreement. Franchisee agrees to protect, defend and to hold harmless and indemnify AAMCO from any and all claims, demands, losses, damages, costs, suits, judgments, penalties, expenses and liabilities of any kind or nature (collectively “Claims”), and to pay to AAMCO all costs, expenses and liabilities which may be associated with such Claims, which are based on or arise out of or relate in any way to the operation or the condition of Franchisee’s Center or this Agreement. This agreement to indemnify AAMCO set forth in this section shall be given effect whether the Claim arises indirectly or directly out of the Center’s operation, Franchisee’s conduct of his business there, the ownership or possession of real or personal property there or from or by any act of negligence, omission or willful conduct by Franchisee or by any of his employees, servants or agents. The minimum amounts of insurance outlined in section 12.1 shall not be construed to limit liability under this section of the Agreement. Franchisee also agrees by this Agreement to pay on behalf of AAMCO any and all fees, costs, or other expenses which AAMCO reasonably incurs as a result of any investigation or defense of any such claim, including reasonable attorneys’ fees.

12.3 Independent Contractor and Relationship of the Parties.

(a) Franchisee acknowledges and agrees that the relationship between AAMCO and Franchisee is strictly that of a franchisor and a franchisee and Franchisee is an independent contractor and not an agent, employee, partner or joint venturer of AAMCO for any purpose whatsoever. This Agreement does not create a joint venture, partnership, or agency and any act or omission of either party shall not bind nor obligate the other, except as expressly set forth in this Agreement. Franchisee agrees that he is not authorized in any way to make a contract, agreement or promise, or to create any implied obligation on behalf of AAMCO and agrees not to do so.

(b) Franchisee agrees that, in all public records and in relationships and dealings with third parties, as well as on stationery, letterheads and business forms, to indicate Franchisee's independent ownership of the Center and that Franchisee is a franchisee of AAMCO. Franchisee agrees to conspicuously display both inside and outside the Center a notification that the Center is independently owned and operated.

(c) Franchisee recognizes that AAMCO has entered into this Agreement in reliance upon and in recognition of the fact that Franchisee does and will have full responsibility and authority for the management and operation of the Center; and that Franchisee's success, and that of all Centers, depends on adherence to the highest standards of business practice and on the maintenance of prompt, efficient, courteous, workmanlike and satisfactory service to the public.

13.

the System.

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AAMCO Marks and that AAMCO is the owner of all right, title and interest in such names and marks. Franchisee agrees that Franchisee will use the AAMCO Marks only in full compliance with specifications prescribed from time to time by AAMCO and that all such usage and the goodwill established thereby shall inure to the exclusive benefit of AAMCO. Except as expressly granted in this Agreement, Franchisee acknowledges and agrees that nothing contained in this Agreement shall be construed as giving to Franchisee or to any other person or entity, any right or interest in the AAMCO Marks, trade secrets, methods, procedures or techniques developed by AAMCO and used in the System. Further, except as provided for herein, nothing contained herein shall be construed as limiting AAMCO's right, title or interest in the AAMCO Marks, trade secrets, methods, procedures and techniques which are a part of the System or AAMCO's sole and exclusive right to register, to use and to license others to use such names and marks, trade secrets, methods, procedures and techniques.

(b) Franchisee represents, warrants and agrees that:

(1) Franchisee will not contest, directly or indirectly, AAMCO's ownership, title, right or interest in the AAMCO Marks, trade secrets, methods, procedures and techniques which are a part of the System or contest AAMCO's sole right to register, to use, and to license others to use such AAMCO Marks, trade secrets, methods, procedures and techniques and any other mark or name which incorporates the word "AAMCO"; and

(2) with the exception of the use of the names and marks in the manner expressly specified and authorized under this Agreement and the registration of a fictitious name solely in connection with the operation of the Center, Franchisee will not use or register or attempt to use or register in Franchisee's name or in the name of any other person or entity any name or mark, corporate name or any designation of any kind using the AAMCO Marks, or as part of any e-mail address, domain name, social networking site page, or other identification of Franchisee in any electronic medium.

13.2 Confidential Information.

(a) Franchisee shall not, during the term of this Agreement or at any time thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, entity, association, or corporation any

Confidential Information that may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation under the terms of this Agreement. Franchisee may divulge AAMCO's Confidential Information only to those of Franchisee's employees as must have access to it in order to operate the Center.

(b) Franchisee acknowledges and agrees that AAMCO is the sole owner of all rights to Confidential Information. Any and all information, knowledge, know-how, and techniques that AAMCO designates as confidential shall be deemed Confidential Information for purposes of this Agreement, except information that Franchisee can demonstrate came to its attention before disclosure of that information by AAMCO; or which, at or after the time of AAMCO's disclosure to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others.

(c) Any employee who may have access to any Confidential Information regarding the Center shall execute a covenant that s/he will maintain the confidentiality of information they receive in connection with their association with Franchisee. Such covenants shall be on a form that AAMCO provides, which form shall, among other things, designate AAMCO as a third party beneficiary of such covenants with the independent right to enforce them.

(d) As used in this Agreement, the term "**Confidential Information**" includes, without limitation, any information or data concerning AAMCO's service program, training, diagnostic and technical materials, operations techniques, advertising or promotion ideas, financial information, equipment, business concepts and plans, vendor information, results of operations and quality control information, demographic and trade area information, prospective site locations, market penetration techniques, plans, or schedules, the Operator's Manuals, customer profiles, preferences, or statistics, franchisee composition, territories, and development plans, and all related trade secrets or other confidential or proprietary information treated as such by AAMCO, whether by course of conduct, by letter or report, or by the use of any appropriate proprietary stamp or legend designating such information or item to be confidential or proprietary, by any communication to such effect made prior to or at the time any Confidential Information is disclosed to Franchisee.

(e) Franchisee acknowledges that any failure to comply with the requirements of this Section 13 will cause AAMCO irreparable injury, and Franchisee agrees to pay all costs (including, without limitation, reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that AAMCO incurs in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 13.

13.3 Protection of System. If Franchisee learns of any actual or threatened infringement or piracy of the AAMCO Marks, trade secrets, methods, procedures or techniques used in the System (the "Infringement") or of any infringement or piracy claim made against Franchisee by a party other than AAMCO ("Third Party Claim"), Franchisee agrees to immediately notify AAMCO in writing of the Infringement or Third Party Claim. AAMCO shall have the right to determine what action, if any, to take with respect to such Infringement or Third

Party Claim and shall bear the expense of any such action. Franchisee agrees to give its full cooperation in such action if so requested by AAMCO. If Franchisee is

named as a party in any legal proceeding brought by a party other than AAMCO for infringement of trade names, trademarks, service marks, copyrights or trade secrets based upon Franchisee's use of the AAMCO Marks, any such proceeding shall be defended and held harmless in the name of Franchisee, by and at the expense and direction of AAMCO.

14.

14.1 Warranty Program. Franchisee agrees to honor each warranty presented by an AAMCO customer in accordance with its terms, regardless of whether the service was rendered at the Center or at some other authorized AAMCO center. Franchisee agrees to comply at all times with AAMCO's policies concerning the AAMCO warranty program.

14.2 Warranty Payment Rates. Franchisee shall be entitled under this Agreement to receive from another AAMCO Center the costs of supplies, accessories and parts which Franchisee uses in honoring the warranty, plus a sum of money based on either an hourly rate for labor or a flat fee, depending on the extent of repairs required. The payment rate used in making payments under this section will be determined by AAMCO and published to all franchisees. Franchisee agrees to immediately pay to any other AAMCO Center the amount due to such other Center for honoring of a warranty issued to a customer of Franchisee. If Franchisee fails to pay promptly any amount due under this section, AAMCO shall be entitled to recover such amount from Franchisee for the benefit of the other AAMCO Center, or to credit such other Center for money which may be due and owing to Franchisee for such payments.

14.3 Prohibition Against Other Warranties. Franchisee agrees to make no warranties or guarantees other than those contained in the printed forms of warranty issued or approved by AAMCO. Franchisee acknowledges and agrees such warranties and guarantees are made by Franchisee to the customer and that there are no warranties expressed or implied made by AAMCO to the customer or to Franchisee in connection with any product or service furnished under this Agreement.

15. Telephone Service.

(a) Franchisee acknowledges and agrees that all published telephone numbers and directory listings for the Center are the property of AAMCO. Franchisee may not make any changes to the local carrier, service or account name without the prior written authorization of AAMCO. If AAMCO takes any action pursuant to this section 15, the telephone company and all listing agencies, without liability to Franchisee, may accept this Agreement and the directions by or on behalf of AAMCO as conclusive of the exclusive rights of AAMCO in such telephone numbers and directory listings and its authority to direct their amendment, termination or transfer.

(b) AAMCO may transfer, suspend or remove Franchisee's telephone service for any published telephone numbers appearing under the AAMCO trade name or trademarks in directory listings, advertising and yellow pages advertising in the event of termination, rejection, expiration or rescission of this Agreement.

16. National Fleet Accounts Program.

AAMCO, as part of the System, maintains a national fleet accounts program by which transmissions and other automotive repairs are provided to national or regional fleet accounts at designated AAMCO Centers, at agreed prices and processed through a centralized billing system ("national fleet accounts program"). If Franchisee decides to participate in AAMCO's national fleet accounts program, then Franchisee specifically agrees to accept and perform any automotive repair work that the vehicle may require in accordance with AAMCO's service standards, offer and honor such warranties as are required under AAMCO's agreement with the fleet account, charge and accept payment for all repairs in accordance with the price agreed between AAMCO and the fleet account for the particular type of repair, complete and provide such data, reports and/or documentation as AAMCO may require in administering the national fleet accounts program, and purchase and/or subscribe to any necessary hardware or software to interface with AAMCO's centralized billing system. Franchisee agrees that AAMCO retains all rights to the software used in connection with the national fleet accounts program.

17. Defaults in Payment and Expenses.

(a) Franchisee agrees to pay all third party costs (including in-house attorneys' fees if a legal proceeding is instituted) incurred by AAMCO in collecting franchise fees, advertising fees and all other payments due under this Agreement and in enforcing the provisions of this Agreement.

(b) Franchisee agrees to pay AAMCO a late charge upon all amounts due and owing to AAMCO in an amount equal to one and one-half percent (1-1/2%) of the average unpaid balance per month. If a court of competent jurisdiction determines that the late charge violates any usury or similar law, then the late charge will, instead, be the maximum amount allowed under applicable law. In addition, for each gross weekly business report not received by AAMCO within two (2) weeks from the date on which it was due, Franchisee agrees to pay AAMCO a late charge of ~~ten~~one hundred dollars ($~~10.00~~100.00) per report, per week. The payment of any such late charge will not be deemed to allow or excuse delay in the timely submission of reports or in the payment of sums due.

(c) Franchisee is solely responsible for paying all service charges and other fees resulting from Franchisee's financial institution in connection with EFT including, without limitation, any and all service charges and other fees arising in connection with any EFT by AAMCO that is not honored or processed by Franchisee's financial institution for any reason. Further, Franchisee shall pay AAMCO a fifty dollar ($50.00) charge for reprocessing any EFT not originally honored or processed by Franchisee's financial institution.

(d) If a local advertising group or pool becomes entitled to recover amounts from Franchisee, by virtue of such an action pursuant to section 11 of this Agreement, then Franchisee acknowledges that such group or pool shall be entitled to recover, in addition to any judgment, an amount equal to the costs and reasonable attorneys' fees therefor.

(e) If Franchisee fails to pay for National Creative Advertising and/or Yellow Pages advertising, then Franchisee acknowledges and

agrees that AAMCO has the right (i) to direct any publisher of a Yellow Pages advertising directory to omit Franchisee's listing from such directory and (ii) to withhold all television and radio tapes from Franchisee, until all sums owed plus interest and any costs of collection, including attorneys' fees, have been paid in full.

18. Restrictions on Change of Ownership.

18.1 Restrictions on Change of Ownership.

(a) Franchisee agrees that all rights, interests and obligations of Franchisee arising from or under this Agreement are personal to Franchisee and, except as otherwise provided in this section 18, Franchisee shall not, without AAMCO's prior written consent, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer or encumber Franchisee's interest in this Agreement, and/or in the franchise granted hereby, or in the lease for the premises at which the Center is located.

(b) If Franchisee, as an individual, desires to form a corporation, partnership or a limited liability company or other legal entity ("Entity") for the operation of the AAMCO Center and to have rights under this Agreement, Franchisee may do so only upon the following terms and conditions:

(1) The Entity becomes the "Franchisee" under the Agreement, and replaces the individual, and, if permitted and required by AAMCO, all of the equity owners of the Entity must sign AAMCO's form of personal guaranty of the Entity's obligations owed as Franchisee to AAMCO under this Agreement.

(2) The Entity is newly organized and its activities are confined exclusively to acting as an AAMCO franchisee under this Agreement.

(3) Franchisee continues to devote his best efforts to the day-to-day operation and development of the franchise and the business of the Center.

(4) Franchisee is the owner of the majority of the stock, partnership interests or membership units of the Entity, is the principal executive officer of the Entity and has full and complete authority to act for the Entity. In the event of the death of Franchisee who is the majority shareholder, partner or member of such Entity, then the provisions of section 18.2 below will apply, except that such heir or next of kin must hold a majority interest in the

Entity, be a principal executive officer of the Entity and must have full and complete authority to act for the Entity.

(5) All money obligations of Franchisee under this Agreement must be satisfied.

(6) The Entity executes a document with AAMCO in such form as shall be approved by AAMCO in which it agrees to be a party to, be bound by all the provisions of this Agreement.

(7) The individual formerly known as the

Franchisee remains personally liable in all respects under this Agreement and Franchisee and all officers, directors, shareholders, partners, and/or members of the entity with at least a twenty-five percent (25%) interest execute in form approved by AAMCO a personal guaranty and agreement not to further transfer the stock, partnership interests or membership units, except as otherwise provided for herein.

(8) The Entity shall disclose in writing the names and addresses of all of its officers and directors, partners or members and, whenever there is a change in any such officer, director, partner or member, shall immediately notify AAMCO of such change. Franchisee acknowledges that AAMCO has the right to approve the officers, directors, partners and members, which approval shall not be unreasonably withheld, and agrees that any such individual not approved by AAMCO will be immediately removed from such position and shall not be permitted to have any involvement in the operation of the Entity or the AAMCO Center.

(c) If Franchisee organizes or has organized a corporation, partnership or limited liability company in connection with the operation of the Center, the shares of stock, partnership interests or membership units shall not be sold, assigned, pledged, mortgaged or transferred without the prior written consent of AAMCO. There may be a sale of all of the shares of stock, partnership interests or membership units of the Entity subject to the same conditions listed in subparagraph (b) above to a purchaser, as though the person acquiring were a purchaser under section 18.2 of this Agreement. All ownership certificates shall have endorsed upon them the following:

The transfer of this stock (or membership unit) is subject to the terms and conditions of a Franchise Agreement dated_____[insert the same date as this Agreement] between AAMCO Transmissions, LLC and _____ [insert Franchisee's name(s)].

(d) Franchisee agrees that this Agreement may not be transferred by a corporation, partnership or limited liability company by transfer of stock, partnership interests, membership units or by any other means.

18.2 Sale, Assignment or Transfer.

(a) Franchisee agrees to submit to AAMCO a copy of any written offer received to purchase the Center or a statement from Franchisee of

the terms of the proposed sale and the identity of any proposed purchaser before execution of an agreement of sale.

(b) If Franchisee dies and his personal representative does not desire to sell the Center, and if under controlling local law, the deceased Franchisee's interests in the Center, and this Agreement are distributable to heirs or legatees who are members of his immediate family and who otherwise would qualify as assignees under the terms of this section, then such attempted assignment by operation of law shall not be deemed in violation of this Agreement, provided that such heirs or legatees accept and fulfill the conditions imposed in section 18.2(c).

(c) If Franchisee desires to sell the AAMCO Center,

Franchisee may do so provided that the purchaser is first approved by AAMCO. AAMCO agrees to approve such prospective purchaser if the purchaser has satisfactory credit ratings, has good moral character and has a reputation and business qualifications satisfactory to AAMCO, and provided further that:

(1) all prior, ascertained or liquidated debts of Franchisee in connection with the Center, including all sums due under the Franchise Agreement, specifically without limitation sums owed for franchise fees, local, regional, national, national creative or yellow page advertising, sums owed to an advertising agency, sums due other AAMCO Centers and any amounts due because of a default of any provision of this Agreement are paid concurrently with the assignment, sale or transfer;

(2) all warranty, intershop and customer service obligations of Franchisee in connection with the Center are assumed by assignee, buyer or transferee;

(3) Franchisee is not subject to an uncured notice of default under this Agreement and all monetary obligations to AAMCO or the applicable advertising pool are satisfied prior to or upon a sale, assignment or transfer;

(4) the assignee, buyer or transferee, prior to the effective date of the assignment, sale, or transfer, satisfactorily completes the AAMCO training program required of new franchisees;

(5) the assignee, buyer or transferee executes AAMCO's then current standard franchise agreement for a full fifteen-year term;

(6) Franchisee, assignee, buyer or transferee, prior to the assignment, sale or transfer, pays to AAMCO its then current training fee and franchise issuance fee of six thousand dollars ($6,000) in connection with the administration and approval of such assignment, sale and issuance of a franchise to such assignee, buyer or transferee; and

(7) Franchisee and all shareholders, partners, members or other person or persons having control of a corporate or similar entity shall execute a general release under seal of all Claims in favor of AAMCO and a termination of franchise.

(d) If Franchisee sells his AAMCO Center without the aid or assistance of AAMCO then the purchaser must sign a then-current form of franchise agreement. The purchaser has the option of signing an agreement for only the balance of Franchisee's term at the franchise fee being paid by Franchisee, or, of signing an agreement for a fifteen (15) year term, the first portion of the term will be for the balance of Franchisee's term at the franchise fee being paid by Franchisee, and the second portion of the term will be for the remainder of the fifteen (15) year term at the franchise fee being charged by AAMCO for new franchises as of the time of the purchase.

(e) If Franchisee has listed his Center with AAMCO or the purchaser has received a presentation from AAMCO's franchise sales department within the past 12 months, then the purchaser must sign a current form of franchise agreement for a fifteen (15) year term at the franchise fee being charged by AAMCO for new franchises as of the time of the purchase.

18.3 Attempted Sale, Assignment or Transfer. If Franchisee attempts to sell, assign or transfer his AAMCO Center without following the procedures required by this Agreement, then any such attempted sale, assignment or transfer is void. In the event that such attempted assignment or transfer is to an entity wholly or partially owned or controlled by Franchisee, then, at AAMCO's option, Franchisee agrees on behalf of the entity that the attempted assignment or transfer shall subject the entity to all the terms and conditions of this Agreement. Franchisee shall remain jointly and severally liable for all obligations and responsibilities of this Agreement, including money owed, despite any such attempted and/or unauthorized sale, assignment or transfer of Franchisee's AAMCO Center.

18.4 Transfers by AAMCO. AAMCO will have the right to transfer or assign this Agreement and all or any part of AAMCO's rights or obligations under this Agreement to any person or legal entity, and any assignee of AAMCO, which assignee will become solely responsible for all of AAMCO's obligations under this Agreement from the date of assignment.

19.

19.1 Termination.

(a) AAMCO, at is option, and without prejudice to any other rights or remedies which it may have under this Agreement, at law or in equity, may terminate this Agreement immediately by giving written notice to Franchisee upon the occurrence of any of the following:

(1) if Franchisee fails to complete the initial training program to AAMCO's satisfaction;

(2) if Franchisee sells or attempts to sell, transfer, or assign rights in the Center and/or under this Agreement without the approval of AAMCO as required by this Agreement;

(3) if Franchisee terminates or attempts to terminate or rescind this Agreement for any reason;

(4) if Franchisee abandons the Center's franchise. For purposes of this provision, "abandon" means: (i) Franchisee's ceasing to operate the Center for a period of five (5) consecutive business days; or (ii) Franchisee's failure to keep the Center open and operating for any period after which it is not unreasonable under the facts and circumstances for AAMCO to conclude that Franchisee does not intend to continue to operate the Center, unless such failure to operate is due to fire, flood, earthquake or similar causes beyond Franchisee's control; or (iii) the withdrawal of permission from Franchisee's landlord that results in Franchisee's inability to continue operating the Center; or (iv) any act or statement by Franchisee from which AAMCO reasonably concludes that Franchisee intends to relinquish Franchisee's rights to the Center;

(5) if, within twelve (12) months immediately preceding the occurrence of such default, Franchisee has been given notice of the same default under Section 8(a); 8(b); 8(i); 8(j); 8(l) or 8(o) of this Agreement

or notice of failure to pay any sum under this Agreement when due on three (3) prior occasions, whether or not such default has been cured;

(6) if at any time Franchisee acts fraudulently or fails to deal honestly and fairly with AAMCO or with any customer of the Center, or upon a breach of section 8.1(a) or (c) above;

(b) If any one or more of the following events take place, then Franchisee will be deemed to be in default under this Agreement, and all rights granted in this Agreement shall automatically terminate without notice to Franchisee: ***(a)*** if Franchisee becomes insolvent or makes a general assignment for the benefit of creditors; ***(b)*** if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; and/or ***(c)*** if the real or personal property of the Center shall be sold after levy thereupon by any sheriff, marshal, or constable.

(c) Except as otherwise provided above in Sections 19.1(a) and 19.1(b) above, if Franchisee is in default of its obligations under this Agreement, or the lease for the Approved Center Location, AAMCO may only terminate this Agreement by giving Franchisee written notice of termination (in the manner set forth under Section 23 below) stating the nature of the default at least thirty (30) days before the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to AAMCO's satisfaction, and by promptly providing proof of the cure to AAMCO, all within the thirty (30) day period. If any such default is not cured within the specified time (or such longer period as applicable law may require), then this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

(d) If there are now, or hereafter shall be, other franchise agreements and/or notes, security agreements, other debt instruments, or other agreements in effect between AAMCO and Franchisee, a default by Franchisee

under the terms and conditions of this Agreement or any other of such agreements shall, at the option of AAMCO, constitute a default under all such agreements.

19.2 Effect of and Procedures after Termination.

(a) Franchisee agrees that upon the termination or expiration of this Agreement for any reason, including, without limitation, termination upon the expiration of its current term by virtue of Franchisee's failure to renew as provided in section 3 (sometimes herein "expiration"), Franchisee shall cease to be an AAMCO franchisee and shall:

~~owing under this Agreement;~~

(1) ~~-~~promptly pay AAMCO all amounts due and owing under this Agreement;

(2) immediately and permanently discontinue the

(f)

use of all AAMCO Marks, signs, structures, all forms of advertising, telephone listings and service, manuals, software and all materials and products of any kind which are identified or associated with the System or AAMCO and return all such materials and products, including without limitation, the Operator's Manual, to AAMCO;

(3) thereafter make no representations or statements for commercial benefit that Franchisee is or ever was in any way approved, endorsed, associated or identified with AAMCO or the System in any manner whatsoever or that Franchisee is a former AAMCO franchisee; provided, however, Franchisee shall reimburse AAMCO for all customer warranty repairs made within an applicable warranty period arising from work performed at the Center;

(4) immediately take all steps necessary to amend or terminate any registration or filing of any fictitious name or any other registration or filing containing the AAMCO Marks in order to effectuate the removal of the AAMCO Marks from such registration or filing; and

(5) thereafter refrain from establishing any HTML or other link between any web site created, maintained or used by Franchisee and AAMCO's home pages(s) or other part of its web site(s).

(b) Upon termination or expiration, AAMCO shall have the option to purchase all of Franchisee's right, title and interest in the Center and all equipment contained therein. If AAMCO intends to exercise its option, AAMCO shall notify Franchisee of such intention within ten (10) days of the time of termination or in the case of expiration, within ten (10) days prior to the expiration of the current term of this Agreement. The full purchase price of the Center shall be:

(1) in the case of expiration, the fair market value of the equipment and parts then located at the Center less all outstanding liabilities of the Center;

(2) in the case of all other terminations, the lesser of the fair market value of the equipment and parts then located at the Center or Franchisee's cost, less depreciation on the equipment computed on a fifteen (15) year straight line basis, less all outstanding liabilities of the Center. AAMCO shall have the right to withhold from the purchase price funds sufficient to pay all outstanding debts and liabilities of the Center and to pay such debts and liabilities from such funds. If such liabilities exceed the purchase price of the equipment and parts, AAMCO shall apply the purchase price in such manner as AAMCO, in its sole discretion, shall determine. In no event, however, shall AAMCO become liable for any of the debts and liabilities of Franchisee or the Center and Franchisee shall remain responsible for all outstanding debts and liabilities of the Center which remain unsatisfied subsequent to the distribution by AAMCO of the purchase price funds;

(3) "Fair Market Value" as used in this section 19.2, shall be determined by an appraisal from an independent third party acceptable to both AAMCO and Franchisee, the costs of which shall be borne equally by AAMCO and Franchisee.

(c) If, within five (5) days after termination or expiration,

Franchisee fails to remove all displays of the AAMCO Marks and any other materials of any kind from the Center which are identified or associated with the System or AAMCO, AAMCO may enter the Center or premises to effect such removal. In such event, AAMCO shall have no liability to Franchisee therefor, nor shall AAMCO be accountable or required to pay for such displays or materials.

(d) If, within three (3) days after termination or expiration, Franchisee has not taken all steps necessary to amend, transfer or terminate telephone listings and service, any registration or filing of any fictitious name or any other registration or filing containing the AAMCO Marks, Franchisee hereby irrevocably nominates, constitutes and appoints AAMCO or any prothonotary, clerk of court, or attorney of any court of record as his true and lawful attorney for him and in his name and on his behalf to take all such action as may be necessary to amend, transfer or terminate all such telephone listings and service, registrations and filings of such fictitious name or any other registration or filing containing the AAMCO Marks, without liability to Franchisee for so doing. If any action is required to be taken by or on behalf of AAMCO pursuant to this subsection 19.2(d), the telephone company and all listing agencies and publishers, without liability to Franchisee, may accept this Agreement and the directions by or on behalf of AAMCO as conclusive of the exclusive rights of AAMCO in such telephone numbers and directory listings and its authority to direct their amendment, termination or transfer and Franchisee hereby releases and waives any claim of any kind that Franchisee may have against any telephone company, publisher or listing agency as a result of their implementing the transfer, amendment or termination set forth herein.

(e) Termination or expiration of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies, which AAMCO may have against Franchisee, whether under this Agreement or otherwise, for any reason whatsoever, whether such claims or rights arise before or after termination or expiration.

(f) Franchisee hereby irrevocably authorizes AAMCO to enter upon and take possession of the Center and to take, in the name of Franchisee, all other actions necessary to effect the provisions of this section, and any such entry or other action shall not be deemed a trespass or other illegal act, and AAMCO shall not be liable in any manner to Franchisee for so doing.

20. Covenant Not-to-Compete. Franchisee acknowledges that as a franchisee of AAMCO and a participant in the System, Franchisee will receive or have access to confidential information and materials, trade secrets, and the unique methods, procedures and techniques developed by AAMCO. Franchisee further acknowledges that the development of the marketplace in which his Center is located is solely as a result of the AAMCO name and marks. Therefore, to protect the System, the AAMCO name and marks and AAMCO, and to induce AAMCO to grant Franchisee the franchise set forth in this Agreement, Franchisee represents and warrants:

(a) Except for the business contemplated by this Agreement or except as approved by AAMCO pursuant to section 8(e) above, during the term of this Agreement, Franchisee shall not engage in any business the same as, similar to, or in competition with any Center, AAMCO or the System.

(b) For a period of two (2) years after the termination or

expiration of this Agreement for any reason, which two-year period shall not begin to run until Franchisee commences to comply with all obligations stated in this section 20, Franchisee shall not:

(1) within a radius of ten (10) miles of Franchisee's former Center and ten (10) miles of any other Center in operation at the time of termination or any Center that has commenced operation during the two-year period, begin or engage in any business the same as, similar to or in competition with such Center, except for a business previously approved by AAMCO pursuant to section 8(e); or

(2) within the territorial boundaries of the United States, Canada, Mexico, Puerto Rico, Australia, and the Virgin Islands, as a licensor, franchisor, or similar organization, engage in any business, the same, similar to, or in competition with, AAMCO or the System, except for a business previously approved by AAMCO pursuant to section 8(e) above.

(c) As used in subsections 20(a) and 20(b) above:

(1) "engage in" shall include, but not be limited to, activities, whether direct or indirect, as an individual proprietor, partner, shareholder, director, officer, principal, broker, agent, employee, consultant, lender, unless such activities are directly as a result of the sale of the AAMCO Center pursuant to this Agreement; and

(2) "in competition with" shall include, but not be limited to:

(i) the request of any present or future supplier, customer or operator of a Center to curtail or cancel its business relationship with any Center, AAMCO or the System, (ii) the disclosure of the identity of any past, present or future customer, supplier or operator of any Center, and (iii) the solicitation, canvassing or the authorization of any other person to solicit or canvass any past, present or future customer, supplier or operator of a Center. As used in this section 20(c)(2), "future supplier, customer or operator" shall mean a supplier, customer, or operator who will have had a business relationship with a Center, AAMCO or the System during the term of this Agreement or during a period of one (1) year following the termination of this Agreement.

(d) Franchisee acknowledges that, in view of the nature of the System, the business of AAMCO, and the strength of the AAMCO Marks, the restrictions contained in this section 20 are reasonable and necessary to protect the legitimate interests of the System and AAMCO and that any violation of such restrictions will result in irreparable injury to the System or AAMCO. Therefore, Franchisee acknowledges that, in the event of such violation, AAMCO shall be entitled to preliminary and permanent injunctive relief and damages as well as an equitable accounting of all earnings, profits, and other benefits arising from such violation, which remedies shall be cumulative and in addition to any other rights or remedies to which AAMCO shall be entitled, and the arbitration provision of section 28 shall not apply to any equitable proceeding seeking enforcement of the provisions of this section 20. If Franchisee violates any restriction contained in this section 20, and it is necessary for AAMCO to seek equitable relief, the restrictions contained herein shall remain in effect until two (2) years after such relief is

granted.

(e) Franchisee agrees that the provisions of this covenant not-to-compete are reasonable. If, however, any court should hold that the duration or geographical limits of any restriction contained in this section 20 are unreasonable, the parties agree that such determination shall not render the restriction invalid or unenforceable, but that such restriction shall remain in full force and effect for such duration and within such geographical limits as the court shall consider reasonable.

21. No Waiver.

Waiver by AAMCO or Franchisee of any violation or default under this Agreement shall not alter or impair either party's right with respect to any subsequent violation or default nor shall any delay or omission on the part of either party to exercise any right arising from such violation or default alter or impair such party's rights as to the same or any future violation or default. An acceptance by AAMCO of any payment from Franchisee after the date on which such payment is due shall not operate as a waiver of Franchisee's default or violation hereunder nor alter or impair AAMCO's rights with respect to such violation or default.

22. Successors.

Except as otherwise specifically set forth in this Agreement, this Agreement shall inure to and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns. AAMCO shall have the right to assign its rights, interests and obligations under this Agreement, provided

that the assignee shall agree in writing to assume all obligations undertaken by AAMCO under this Agreement.

23. Notices.

Whenever this Agreement requires notice, it shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, or by a recognized overnight carrier addressed to the party to whom it is directed at the address set forth above or at such other address as one party shall provide to the other in writing. All notices shall be effective three (3) business days after being deposited, postage prepaid, or upon the date of actual receipt or rejection, whichever shall occur first.

24. Risk of Operations.

Franchisee acknowledges that there are uncertainties inherent in all business ventures. Franchisee acknowledges that Franchisee has conducted a thorough and independent investigation and, based on that investigation, desires to enter into this Agreement and undertake the business of owning and operating an AAMCO Center. Franchisee agrees and acknowledges that, except as specifically set forth in this Agreement, no representations or warranties, express or implied have been made to Franchisee, either by AAMCO or anyone acting on its behalf or purporting to represent it, including, without limitation any such representations or warranties relating to the prospects for successful operations, the level of business, sales or profits that Franchisee might reasonably expect, the

desirability, profitability or expected traffic volume or profit of the Center (whether or not AAMCO assisted Franchisee in the selection of the location of the Center), the costs of equipping or the amount or type of equipment necessary or appropriate to the operation of the Center or as to the quality of any products or services to be sold by Franchisee to its customers. Franchisee acknowledges that all such factors are necessarily dependent upon variables beyond AAMCO's control, including without limitation, the ability, motivation and amount and quality of effort expended by Franchisee.

25. Severability.

If any portion, term or provision of any section of this Agreement shall be decided by any court to be in conflict with the law of any state or jurisdiction, the conflicting term or provision shall be construed in accordance with the specific provisions of the applicable law, and the remaining portions, terms or provisions of the section, as well as the remainder of this Agreement, shall remain in full force and effect.

26. Controlling Law and Dispute Resolution.

26.1 This Agreement takes effect when AAMCO accepts and signs this document. This Agreement shall be interpreted and construed exclusively under the laws of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Pennsylvania choice-of-law rules). Nothing in this Section 26.1 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the Commonwealth of Pennsylvania to which this Agreement would not otherwise be subject.

26.2 Before any party can bring an action in court against the other, the parties agree that they must first meet to mediate the dispute (except as otherwise provided in Section 26.4 below). Any such mediation shall be non-binding and shall be conducted in accordance with the then-current rules for mediation of commercial disputes of JAMS (formerly, the Judicial Arbitration and Mediation Services, Inc.) at its location nearest to AAMCO's principal place of business.

26.3 Unless resolved by mediation under Section 26.2 above, and except for AAMCO's right to obtain injunctive relief pursuant to Section 26.4 below, any claim arising out of or related to this Agreement or the making, performance, breach, or interpretation of this Agreement, shall be finally settled by arbitration conducted in accordance with the then-current JAMS rules for arbitration of disputes, by one arbitrator appointed in accordance with such rules:

(a) All arbitration proceedings shall be conducted in the English language and shall take place at the JAMS office in Philadelphia, Pennsylvania or at such other location as may be mutually-agreed upon by the parties, in writing. The seat, and legal place, of arbitration shall be Philadelphia, Pennsylvania.

(b) The parties specifically acknowledge and agree that neither shall bring, directly or indirectly or permit to be brought on its behalf, a class action, collective or multiparty claim or proceeding against the other, whether in arbitration (for arbitrable claims) or in any court (for non-arbitrable

claims), and neither party shall participate in any such class, collective or multiparty proceeding.

(c) The arbitrator must enforce the terms of this Agreement according to applicable law, and the arbitrator's award shall be the exclusive remedy between the parties regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator; will be promptly paid free of any tax, deduction, or offset; and any costs, fees, or taxes incident to enforcing the award will, to the maximum extent permitted by law, be charged against the party resisting such enforcement.

(d) The award issued by the arbitrators shall be in writing and shall be final and binding upon the parties and judgment upon the award of the arbitration may be entered in the court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award or an order of enforcement, and the parties submit themselves to the jurisdiction of any such competent jurisdiction for the entry and enforcement of the award.

(e) Each party shall be responsible for the payment of its legal expenses and the fees and expenses of arbitration except that the fee of the arbitrator shall be paid by the non-prevailing party.

(f) All issues relating to arbitrability or the enforcement or interpretation of the agreement to arbitrate set forth in this Section 26.3 shall be

governed by the United States Federal Arbitration Act (9 U.S.C. Sections 1 et seq.) and the U.S. federal common law relating to arbitration.

26.4 Nothing contained in this Agreement shall bar AAMCO's right to obtain injunctive relief in any court against threatened conduct that will cause AAMCO loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions (but without the need to post a bond).

26.5 Subject to Section 26.3 above, the parties agree that any action that Franchisee brings against AAMCO, in any court, whether federal or state, must be brought only within such state and in the judicial district in which AAMCO has its principal place of business. Any action brought by AAMCO against Franchisee in any court, whether federal or state, may be brought within the state and judicial district in which AAMCO maintains its principal place of business.

(a) The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

(b) Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, multiparty or class action.

(c) In any court proceeding brought by either party arising out of or based upon this Agreement or its performance, the prevailing party shall recover all court costs, attorneys' fees, and other expenses relating to such proceeding from the non-prevailing party.

26.6 The parties specifically acknowledge and agree that neither shall bring, directly or indirectly or permit to be brought on its behalf, a class

action, collective or multiparty claim or proceeding against the other, whether in arbitration (for arbitrable claims) or in any court (for non-arbitrable claims), and neither party shall participate in any such class, collective or multiparty proceeding.

26.7 No right or remedy conferred upon or reserved to AAMCO or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

27. WAIVERS.

27.1 FRANCHISEE AND AAMCO HEREBY WAIVE TRIAL BY JURY, TO THE FULLEST EXTENT PERMITTED BY LAW, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM, OR IN ANY MATTER WHATSOEVER THAT ARISES OUT OF (OR THAT IS CONNECTED IN ANY WAY WITH) THIS AGREEMENT OR ITS PERFORMANCE.

27.2 FRANCHISEE AND AAMCO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE

THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES IT HAS SUSTAINED.

28. Entire Agreement.

This Agreement contains the entire agreement of the parties, and supersedes, cancels, and revokes any and all other agreements between the parties relating to the subject matter of this Agreement. There are no representations, warranties, promises or inducements, either oral or written, except those contained in this Agreement. However, nothing in this Agreement, the exhibits or any related agreement or document is intended to disclaim representations which AAMCO has made in AAMCO's Franchise Disclosure Document which Franchisee acknowledges has been furnished to Franchisee.

Franchisee acknowledges that Franchisee is entering into this Agreement as a result of its independent investigation of the franchise opportunity and not as a result of any representations about AAMCO made by any person speaking on AAMCO'S behalf (including for example AAMCO's officers, directors, shareholders, employees, agents, representatives, or independent contractors) that are contrary to the terms set forth in this Agreement or in any disclosure document, prospectus, or other similar document required or permitted to be given to Franchisee under applicable law. This Agreement may be modified only by an agreement in writing signed by the party against whom enforcement of such modification is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date of counter-execution by AAMCO's authorized signing officer as follows:

"FRANCHISEE"

If the "Franchisee" is a legal entity (corporation, limited liability company, partnership, etc.), then: (1) insert the name of such legal entity in the following space:_____(the "Entity"); and (2) next to the name of the person(s) that is/are signing this agreement as authorized representative(s) of the Entity, insert their title within the Entity (president, member, partner, etc.). If the "Franchisee" is not a legal entity, but rather an individual, then (1) please insert an "X" in the following space: _____; and (2) do not fill in the title line(s) below.

_____

_____

Signature of Franchisee (or of equity owner of Franchisee, if Franchisee is a legal entity)

Signature date:_____, 201_____

Printed name of person that signed above:

_____

Title:

_____

"AAMCO"

AAMCO TRANSMISSIONS, LLC, a Pennsylvania Limited Liability Company

By:_____

Printed name of authorized signing officer:

_____

Title:_____

*Date of AAMCO's Counter-Signature:_____, 201___

*(Effective Date of this Franchise Agreement)

STATISTICAL AREA

The "Statistical Area" referenced in this Agreement is located within the _____ Core Based Statistical Area as defined by the U.S. Office of Management and Budget as of the Effective Date.

OWNERSHIP INFORMATION FORM

INSTRUCTIONS: Please carefully read and complete each section of this form.

1. FULL NAME(S) OF FRANCHISEE [If this franchise is owned by a legal entity, **only** insert the name of the legal entity; if this franchise is owned by one or more persons, **only** insert the name(s) of such person(s)]:

   _____

   _____

2. THIS FRANCHISE WILL BE OWNED BY: (check which one applies)

   a. Sole Proprietor (i.e., individual person or persons)_____

   b. Legal Entity

      (i) Corporation _____Federal Tax ID #:_____

      (ii) Limited Liability Company_____Federal Tax ID #:_____

      (iii) Partnership _____Federal Tax ID #:_____

3. Print full name(s) of all person(s) that either directly {i.e., as sole proprietor(s)} or indirectly (i.e., as shareholder of corporation, member of LLC, etc.) own an equity interest in the franchise rights. Next to each person's name, list their ownership percentage. **ALL PERCENT NUMBER(S) MUST TOTAL 100 PERCENT.**

Name	Percent of Ownership	Social Security Number

4. Primary Contact Person: (please print the name of one person who is listed in paragraph 3 above and their cell phone number):

   _____

   _____

   _____

Appendix 9.2

Builder-less Equipment List

Required – May Purchase from AAMCO

ITEM	Qty
SHOP EQUIPMENT	
Fuel Induction & Injector cleaning System.	1
A/C - Refrigerant Identifier System - Pass/Fail	1
A/C Recycling System Hybrid Approved & Supplies Pkg	1
Air Compressor - 7 1/2 hp/ 80 gal/ 23.1 cfm@175psi	1
Air Stations - Shop Air/Elect on lifts	3
Battery - Portable Jump Pack Power Supply	1
Battery Charger/Power Supply	1
Battery Testers with Integrated Printer	1
Bench Grinder	1
Bench Vise - Steel - 6" jaw	1
Brake bleeder Unit w/ Attachments	1
Cleaner - Parts Cleaner / Recycler large	1
Engine - Van/FWD Engine Hanger	1
Engine -HD Engine Hanger	1
Flush - Radiator Flush Unit (# 75700 / NTX)	1
Flush - Trans Flush Exchanger (#400-80008-00/NTX)	1
Flush - Transmission Cooling Line Flush Machine	1
Grinder Stand	1
Jack - Floor Jack 2 1/2 ton	1
Jack - High Stands 74" 1 ton capacity each	4
Jack - Hi-Rise Transmission Jack 1/2 Ton (1,000- lb) capacity	2
Jack Adaptor for Trans Jack	1
Jack Stands 6 ton Pair	1
Lift - Truck lift adapter set	5
Lift Four Post Automotive Lift As Per Vendor Specs	1
Lift Twin Post Automotive Lift As Per Vendor Specs	5
Lift - Install For lifts four post	1
Lift - Install For lifts twin post	5
Press - Hydraulic Press w/ Separator -20 ton	1
Lift Dayton Hydraulic Lift Gate (GPS)	1
DIAGNOSTIC EQUIPMENT	
Scanner - AUTEL MAXI SYS 909	1
Scanner - Smoke machine Emiss/ Evap System Kit w/ Adapters	1

FLUID EQUIPMENT & SUPPLIES	
Oil - 6 Qt Oil Dispenser	2
Oil - Drain Pan	1
Oil - High Rise Drain - self Evac w/square funnel - 24gal	1
Oil - High Rise Drain Can Funnel	1
Oil- High Rise Drain Can	1
Oil- Tank Funnel	1

Oil- Drum Dolly - 55gal	1
Oil- Fluid Evacuator and Refill Unit	
Oil - Waste Oil Storage Tank 275g single wall - Check With Local Oil Company	1
Oil Storage Tank 275gal ATF single wall - Check With Local Oil Company	1
SHOP TOOLS & SUPPLIES	
Safety Deluxe Wall Mounted First Aid Kit	1
Trans Work Benches - Metal 72Lx36Dx34H	1
Bench - Mech Work Benches - welded steel 72Lx36Dx34H	2
Safety - Dirty Rag Receptacle	1
Safety -Eye Wash Station - OSHA	1
Safety -First Aid Safety Kit - OSHA	1
Safety -Safety Goggles	4
Safety -Spill Response Kit - EPA	1
Safety -Spill Response Pads 200 - EPA	1
Air - Portable air tank	1
Air - Tire Inflator w/ Gauge	1
Air Coupler Package	1
Air Hoses / Coiled Builders Room	2
Air Hoses 3/8x25'	6
Air Operated Grease Gun	1
Cooling system pressure test kit	1
Fuel Injection test kit	1
Light - Drop Lights - Fluorescent on 40' reel	5
Press - Front Axle Tool	1
Safety - Torque sticks for lug nuts	1
Trans Cart / w parts basket - 30Lx22Dx34H	2
Suspension Strut Compressor	1
Torch Set - Oxy/Acet Kit	1
Digital Pressure Gauge (vacuum/temp)	1

OFFICE SUPPLIES & EQUIPMENT	
Cleaning - Floor brooms	2
Cleaning -Floor - Mop and Bucket	1
Cleaning -Floor Squeegee	1
Cleaning -Towel Dispenser	2
Furniture - AAMCO Chair, Black Arm Upholstered	6
Furniture -AAMCO CSM Office Desk	1
Furniture -AAMCO Cube End Table	1
Furniture -CSM Office Chair	1
Furniture -File Cabinet - 4 drawer - w/ Lock - Legal	1
Furniture -File Cabinet - 4 drawer - w/ Lock - Letter	1
Furniture -Locking Storage Cabinet	1
Furniture -Office Waste Containers	3
Furniture -Owners Office Chair	1
Furniture -Owners Office Desk	1
Furniture -Shop Tech Desk	1
Furniture -Shop Tech Office Chair	1
AAMCO Counter Pod - Triangular	1
IT - AAMCO IT Package - PC/Printer/Fax etc. - EST	1
IT -Cordless Phone 3 line	1
IT -Phone System 3 line 3 station	1
Digital On Hold Message System	1

Required – Must Purchase from AAMCO

Optional Items

ITEM	Qty
AAMCO REQUIRED ITEMS	
AAMCO MANAGEMENT SYSTEM (AMS) W/ ALLDATA	1
AAMCO Customer Reception Pads	
AAMCO TCC – VCC(IVC CALIF) Form Pk100	
AAMCO TCC - Warranty Books/Envelopes Pk50	1
AAMCO TCC - IVC/VCC Trifold Brochure (Pk 50) - Customized with Center info	**51)** 1
AAMCO TCC - Oil Change Stickers Rl100	1
AAMCO TCC - Key Tags Pk500	1
AAMCO Telephone Procedure Binder w/Inserts	1
AAMCO Floor mats Pk250	1
AAMCO Hang tags Pk1000	1
AAMCO Logo Patches	20
AAMCO Waiting Room Posters (Set of 4)	4
AAMCO Signs (sign survey required)	1
AAMCO Advertising for opening PKG 3	1
Flush Trans Flush - Dual Mode System	1
Dolly - UNI-Dolly - Car Mover	1
Dolly - Wheel Dolly - hydraulic each	4

High Voltage Insulated Glove Set w/ Storage Hybrid	1
Jack Gas Tank Adapter for High Rise Jack	1
Lift Air Operated Rolling Jacks for 4 post	2
Lift Portable Engine Crane	1
Lighting Complete Lighting & Power Pkg Portable & Wired	1
Multi Meter CATIII Hybrid Approved	1
Press - Axle puller slide hammer	1
Press- Drill press	1
Oil - Bulk aerosol sprayers	3
Customer AAMCO Coffee Bar	1
Phone - Additional Phone Handsets	1
Oil Storage Tank 275gal ATF double wall - Check Req	1
Oil Waste Oil Storage Tank 275g double wall - Check Req	1
Pressure washer	1
Lift - Power Pusher	1
Oil Waste Oil Heater - 300,000 BTU	1
Oil Waste Oil Install Acc. - tank/stand/chimney	1

Builder Equipment List

Required – May Purchase from AAMCO

ITEM	Qty
SHOP EQUIPMENT	
Fuel Induction & Injector cleaning System.	1
A/C - Refrigerant Identifier System - Pass/Fail	1
A/C Recycling System Hybrid Approved & Supplies Pkg	1
Air Compressor - 7 1/2 hp/ 80 gal/ 23.1 cfm@175psi	1
Air Stations - Shop Air/Elect on lifts	3
Battery - Portable Jump Pack Power Supply	1
Battery Charger/Power Supply	1
Battery Testers with Integrated Printer	1
Bench Grinder	1
Bench Vise - Steel - 6" jaw	1
Brake bleeder Unit w/ Attachments	1
Cleaner - Parts Cleaner / Recycler large	1
Engine - Van/FWD Engine Hanger	1
Engine -HD Engine Hanger	1
Flush - Radiator Flush Unit (# 75700 / NTX)	1
Flush - Trans Flush Exchanger (#400-80008- 00/NTX)	1
Flush - Transmission Cooling Line Flush Machine	1
Grinder Stand	1
Jack - Floor Jack 2 1/2 ton	1
Jack - High Stands 74" 1 ton capacity each	4
Jack - Hi-Rise Transmission Jack 1/2 Ton (1,000-lb) capacity	2
Jack Adaptor for Trans Jack	1
Jack Stands 6 ton Pair	1
Lift - Truck lift adapter set	5
Lift Four Post Automotive Lift As Per Vendor Specs	1
Lift Twin Post Automotive Lift As Per Vendor Specs	5
Lift - Install For lifts four post	1
Lift - Install For lifts twin post	5
Press - Hydraulic Press w/ Separator -20 ton	1
Lift Dayton Hydraulic Lift Gate (GPS)	1
DIAGNOSTIC EQUIPMENT	
Scanner AUTEL MaxiSys Mini	1
Scanner - Smoke machine Emiss/ Evap System Kit w/ Adapters	1

BUILDER TOOLS & EQUIPMENT	
Furniture -HD Storage System 60x20 9 trans / unit	2
Parts Shelves 36x12 Closed 400lb	4
Parts Shelves 36x18 Closed 400lb	2
Press - Arbor Press 3 ton	1
Press - Bushing Drivers - Master Set 26pc	1

Press- Arbor Press Stand	1
Press - Foot Press Adapter - Adjustable	1
Puller - Hub Bearing Puller Kit	1
Trans Holding Fixtures - GM	1
Trans Holding Fixtures - UNIV Front Whl Drive	1
Trans Holding Fixtures - UNIV Rear Whl Drive	1
Trans Snap Ring Remover (foot press)	1
Trans Work Benches - Metal 72Lx36Dx34H	4
FLUID EQUIPMENT & SUPPLIES	
Oil - 6 Qt Oil Dispenser	2
Oil - Drain Pan	1
Oil - High Rise Drain - self Evac w/square funnel - 24gal	1
Oil - High Rise Drain Can Funnel	1
Oil- High Rise Drain Can	1
Oil- Tank Funnel	1
Oil- Drum Dolly - 55gal	1
Oil- Fluid Evacuator and Refill Unit	
Oil - Waste Oil Storage Tank 275g single wall - Check With Local Oil Company	1
Oil Storage Tank 275gal ATF single wall - Check With Local Oil Company	1
SHOP TOOLS & SUPPLIES	
Safety Deluxe Wall Mounted First Aid Kit	1
Trans Work Benches - Metal 72Lx36Dx34H	1
Bench - Mech Work Benches - welded steel 72Lx36Dx34H	2
Safety - Dirty Rag Receptacle	1
Safety -Eye Wash Station - OSHA	1
Safety -First Aid Safety Kit - OSHA	1
Safety -Safety Goggles	4
Safety -Spill Response Kit - EPA	1
Safety -Spill Response Pads 200 - EPA	1
Air - Portable air tank	1
Air - Tire Inflator w/ Gauge	1
Air Coupler Package	1

ITEM	Qty
Air Hoses / Coiled Builders Room	2
Air Hoses 3/8x25'	6
Air Operated Grease Gun	1
Cooling system pressure test kit	1
Fuel Injection test kit	1
Light - Drop Lights - Fluorescent on 40' reel	5
Press - Front Axle Tool	1
Safety - Torque sticks for lug nuts	1
Trans Cart / w parts basket - 30Lx22Dx34H	2
Suspension Strut Compressor	1
Torch Set - Oxy/Acet Kit	1
Digital Pressure Gauge (vacuum/temp)	1
Cleaning - Floor brooms	2
Cleaning -Floor - Mop and Bucket	1
Cleaning -Floor Squeegee	1
Cleaning -Towel Dispenser	2
Furniture - AAMCO Chair, Black Arm Upholstered	6
Furniture -AAMCO CSM Office Desk	1
Furniture -AAMCO Cube End Table	1
Furniture -CSM Office Chair	1
Furniture -File Cabinet - 4 drawer - w/ Lock - Legal	1
Furniture -File Cabinet - 4 drawer w/ Lock - Letter	1
Furniture -Locking Storage Cabinet	1
Furniture -Office Waste Containers	3
Furniture -Owners Office Chair	1
Furniture -Owners Office Desk	1
Furniture -Shop Tech Desk	1
Furniture -Shop Tech Office Chair	1
AAMCO Counter Pod - Triangular	1
IT - AAMCO IT Package - PC/Printer/Fax etc.	1
IT -Cordless Phone 3 line	1
IT -Phone System 3 line 3 station	1
Digital On Hold Message System	1

Required – Must Purchase from AAMCO

ITEM	Qty
AAMCO REQUIRED ITEMS	
AAMCO MANAGEMENT SYSTEM (AMS) W/ ALLDATA	1
AAMCO Customer Reception Pads	
AAMCO TCC – VCC(IVC CALIF) Form Pk100	
AAMCO TCC - MPI Brochure Pk50	
AAMCO TCC - Warranty Books/Envelopes Pk50	1
AAMCO TCC - IVC/VCC Trifold Brochure (Pk 50) - Customized with Center info	**51)** 1
AAMCO TCC - Oil Change Stickers Rl100	1
AAMCO TCC - Key Tags Pk500	1
AAMCO Telephone Procedure Binder w/Inserts	1
AAMCO Floor mats Pk250	1

AAMCO Hang tags Pk1000	1
AAMCO R/O Racks	1
AAMCO Logo Patches	20
AAMCO Waiting Room Posters (Select 4 of 21 options)	4
AAMCO Poster Frames	4
AAMCO Office and Shop Material Shipping	1
AAMCO Signs (sign survey required)	1
AAMCO Advertising for opening PKG 3	1

Optional Items

ITEM	Qty
Flush Trans Flush - Dual Mode System	1
Dolly - UNI-Dolly - Car Mover	1
Dolly - Wheel Dolly - hydraulic each	4
High Voltage Insulated Glove Set w/ Storage Hybrid	1
Jack Gas Tank Adapter for High Rise Jack	1
Lift Air Operated Rolling Jacks for 4 post	2
Lift Portable Engine Crane	1
Lighting Complete Lighting & Power Pkg Portable & Wired	1
Multi Meter CATIII Hybrid Approved	1
Press - Axle puller slide hammer	1
Press- Drill press	1
Oil - Bulk aerosol sprayers	3
Parts Boxes 4.25h x 2.25w x 11d	25
Parts Boxes 4.25h x 4.25w x 11d	25
Parts Boxes 4.25h x 6.25w x 11d	25
Parts Boxes 4.25h x 8.25w x 11d	25
Parts Extra shelves 36x12 3pk 400lb	1
Parts Extra shelves 36x18 3pk 400lb	1
Customer AAMCO Coffee Bar	1
Phone - Additional Phone Handsets	1
Oil Storage Tank 275gal ATF double wall - Check Req	1
Oil Waste Oil Storage Tank 275g double wall - Check Req	1
Pressure washer	1
Lift - Power Pusher	1
Oil Waste Oil Heater - 300,000 BTU	1
Oil Waste Oil Install Acc. - tank/stand/chimney	1

Exhibit A-3 to AAMCO FDD

DEPOSIT AGREEMENT FOR AN AAMCO FRANCHISE

This Deposit Agreement for an AAMCO® franchise ("Deposit Agreement") is between you (as defined below) and AAMCO Transmissions, LLC ("ATI" or "we," or "us,") and takes effect when we counter-sign and date this Deposit Agreement (the "Effective Date"). You and we acknowledge and now agree:

1. Term. The term of this Deposit Agreement starts on the Effective Date and concludes upon the earlier of: (a) twelve (12) months thereafter (the "Expiration Date"), subject to possible extension at our discretion and Section 11 below; or (b) the date when you sign a future AAMCO® franchise agreement ("Franchise Agreement"); or (c) we otherwise terminate this Deposit Agreement as set forth below. Any amendment to this Deposit Agreement shall only be effective if made in writing and signed by both you and us (including in multiple counterparts).

2. Initial Application Fee; Future Credit toward Franchise Fees. You must sign and date this Deposit Agreement and deliver to us an initial deposit ("Initial Deposit") in the amount specified in Item 5 of the franchise disclosure document ("FDD") you received (currently $_____) in order to apply and be considered for the grant of a franchised center ("Center") under the future Franchise Agreement that relates to this Deposit Agreement. If we grant final approval to your completed application for an AAMCO® franchise ("Application") and you later enter into a Franchise Agreement, then we will credit your entire Initial Deposit toward any up-front fees due from you to us under that Franchise Agreement.

3. Deposit Agreement is not a Franchise Agreement, promise of a franchise, or approval of a site. This Deposit Agreement does not create or promise to you an AAMCO® franchise, and it does not represent our approval of (or our intent to approve) any particular site for location or operation of any Center. We may or may not enter into a future Franchise Agreement with you for a Center. We will only offer and extend franchise rights to you, and approve a site location for operation of the Center, if and when you and we enter into a future Franchise Agreement.

4. When Can You Sign this Agreement. You may sign this Deposit Agreement and pay us the Initial Deposit after fourteen (14) calendar days pass after the date you receive our current Franchise Disclosure Document ("FDD").

5. Materials Due with this Deposit Agreement. No later than the Effective Date, you must deliver to us: (a) the Initial Deposit check made payable to "AAMCO Transmissions, LLC"; and (b) your signed and dated copy of this Deposit Agreement; and (c) if not already submitted, your completed Application (together with (a) and (b) above, the "Deposit Materials").

6. Franchise Application. We will process your Application only after we receive all Deposit Materials. We will then notify you in writing that one of the following circumstances applies:

   a. Your application is rejected or we conditionally withhold our consent to your purchasing the franchise. In this case, if we do not communicate to you additional steps you need to take for us to preliminarily approve your Franchise Application, then you will be entitled to a full one hundred percent (100%) refund of your paid Initial Deposit as described further below.

   b. Your application is preliminarily and conditionally approved. In this case, you will receive a "Preliminary Conditional Approval Letter" from us that communicates any further conditions we need you to satisfy in order to receive our final and unconditional approval to sign a future Franchise Agreement. Examples of such conditions may include, but not be limited to: (i) your acquisition of outside financing; (ii) verification of your financial holdings or liquidity; (iii) satisfaction of equipment or premises upgrades we prescribe to comply with our current network standards, if you intend to operate a pre-existing AAMCO® center as the

Center under the Franchise Agreement; and (iv) your completing our standard requirements described in our then current FDD (*e.g.,* successful completion of our franchisee training program, submission of all required documents, payment of all required fees, etc.).

7. Site Location and Statistical Area. While this Deposit Agreement does not promise or approve a particular location or a particular geographic market (see above), we will try to accommodate your geographic preferences for location of the Center that we believe satisfies our then current site selection criteria for an AAMCO®-branded business and has a premises address within the _____ Core Based Statistical Area as defined by the U.S. Office of Management and Budget (the "Statistical Area"). This Deposit Agreement does not grant you exclusive rights to search for site locations within the Statistical Area, meaning that other prospective franchisees may also be searching for or evaluating the same or other potential sites within the same Statistical Area for location of a future franchised business. Our policy is to award a new franchise within the Statistical Area to the first prospective franchisee who: (i) signs a deposit agreement with us for that Statistical Area and pays an Initial Deposit to us; and (ii) asks us to approve a site and real estate lease that satisfies our applicable criteria; and (iii) satisfies, or demonstrates an ability to satisfy, all conditions set forth in a Preliminary Conditional Approval Letter for that prospect.

8. Real Estate Process. You agree to work diligently and cooperatively with our real estate personnel in your site identification and selection process, including but not limited to: (a) submitting all materials we then currently require or request for a proposed site, (b) not proceeding to secure leasehold rights to any proposed site before we provide you written approval or acceptance of that site; and (c) providing to us a fully executed Center real estate lease ("Lease") for the proposed Center's address, including a fully executed AAMCO "Lease Rider" with your and the landlord's signatures in substantial form as included in our then current FDD. If you are considering purchasing a site for the Center, then we will, during the term of this Deposit Agreement, use reasonable efforts to locate and suggest to you at least one (1) site located within the Statistical Area that satisfies our site criteria for an AAMCO® center.

9. Center's Lease. If you request and we agree to assist you in negotiating a Lease with your prospective Center's landlord, then you agree and acknowledge that: (a) we are not your fiduciary or attorney (rather, we strongly recommend that you hire an attorney who is experienced in real estate transactions in your market to review and negotiate the Lease); (b) we make no representations or warranties that our Lease negotiation assistance will lead to any particular outcome, including better lease terms or favorable financial performance at your Center; (c) you, and only you, make the final decision on whether to bargain for certain business terms and to sign the Lease; (d) you will not hold us or our personnel responsible for any specific Lease terms and conditions or our efforts to provide the support you requested; and (e) while we will attempt to assist you to obtain tenant-favorable terms, our efforts are intended and expended for the benefit and pursuit of the long-term best interests of the nationwide AAMCO® franchise network.

10. Criteria for Granting Approval. Our criteria for granting final approval of your purchase of a new franchise are defined solely by us and are periodically subject to change. You acknowledge as reasonable that we may condition our approval on your compliance with all effective franchise agreements or other contracts under which you (or your related parties) already may be obligated to us or our affiliates. Our review and approval of you as a prospective franchisee is solely for our own benefit, and not meant to be (and cannot be construed as) our endorsement, guarantee, or other representation that you are likely to be successful or profitable in operating an AAMCO® center.

11. Initial Deposit Refundability and Non-Refundable Portions.

a. Conditions on Full Refundability. We will refund your entire paid Initial Deposit (one hundred percent (100%)) only under each of the following limited circumstances and provided that you also sign our then current form of termination and release agreement that we prescribe:

   i. We reject your Application in writing; or

ii. We conditionally withhold our consent to your Application and do not issue a Preliminary Conditional Approval Letter to you; or

iii. You are unsuccessful at securing lender financing for the proposed Center before the Expiration Date in accordance with our Preliminary Conditional Approval Letter, as evidenced by submitting to us reasonable documentation from at least three (3) lenders showing that you satisfactorily completed their loan application process (including paying related fees) and were denied financing, and you otherwise have exerted (in our reasonable opinion) bona fide best efforts to obtain such financing from those lenders; or

iv. We do not, before the Expiration Date, present to you at least one (1) site located within the proposed Statistical Area that we believe meets our then current criteria for location of an AAMCO® franchised center (and provided we have not otherwise approved in writing an acceptable site that you independently proposed to us for the future Center during the term of this Deposit Agreement).

b. Conditions on Partial Refundability. We will partially refund only up to twenty-five percent (25%) of your paid Initial Deposit under each of the following limited circumstances and provided that you also sign our then current form of termination and release agreement that we prescribe:

i. You fail to satisfy any of our conditions for final approval as listed in the Preliminary Conditional Approval Letter we send to you (but subject to the preceding subsection regarding full refundability upon failure to obtain lender financing); or

ii. You fail to sign the Franchise Agreement before this Deposit Agreement expires, terminates, or one (1) calendar year has passed since the Effective Date; or

iii. As of the Expiration Date, you have rejected one (1) or more site(s) we have presented within the proposed Statistical Area that we believe meet(s) our then current criteria for location of an AAMCO® franchised center (and provided we have not otherwise approved in writing an acceptable site that you independently proposed to us during the term of this Deposit Agreement); or

iv. You fail to complete our franchisee training program to our satisfaction.

c. Non-Refundable Portions of Initial Deposit Retained by Franchisor. You acknowledge that any non-refundable portion of your paid Initial Deposit that we may retain is fully earned by us (and is not a penalty against you) in recognition of our time, energy and expertise devoted to you specifically, rather than to other prospective applicants, during your application and evaluation process.

12. Confidential Information. If we approve your Application, we may share with you certain of our proprietary and confidential training materials before you enter into the Franchise Agreement. You understand and agree that if you do not enter into a Franchise Agreement with us for any reason, you nonetheless will not: (a) copy, give away, sell, display, or otherwise make any use of our training or other proprietary materials for any purpose (other than returning them to us); or (b) disclose or share those proprietary and confidential training materials to anyone other than your co-applicants (if any), your employees (if any) that would have worked at the proposed Center,

and/or your professional advisors (*e.g.,* attorney, accountant), except as otherwise required by applicable law

13. No Transfers. Your rights and obligations under this Deposit Agreement are personal to you and may not be sold, transferred, pledged, encumbered, gifted, or assigned in any manner whatsoever.

14. Termination. We may terminate this Deposit Agreement by written notice to you, at any time before the Expiration Date, if: (a) we learn that you have made any false, misleading, inaccurate or incomplete statements to us or to any of our representatives in the course of any communications or submissions; or (b) you fail to successfully complete, to our satisfaction, our then current franchisee training program; or (c) you fail to satisfy all of your obligations under

this Deposit Agreement, including your satisfying all conditions specified in any Preliminary Conditional Approval Letter that we may send to you; or (d) we refund any or all of your Initial Deposit in accordance with the terms and conditions of this Deposit Agreement.

15. Acknowledgements. By signing below, you represent and warrant that you: (a) had full opportunity to review this Deposit Agreement and the FDD with your professional advisors before signing; (b) are signing this Deposit Agreement after having made, or having ample opportunity to make, your own independent investigation of us and our operations; and (c) have not received or relied upon any representations by us or by anyone speaking on our behalf that are contrary to the terms and conditions of this Deposit Agreement and/or of our FDD.

16. Entire Agreement. This Deposit Agreement constitutes the entire agreement between you and us regarding the subject matter above and supersedes any and all prior or simultaneous communications or alleged agreements that may have occurred or existed between you and us (or any of our representatives). Notwithstanding the foregoing, nothing in this Deposit Agreement disclaims, or is intended to disclaim, any representations we make in the current FDD that we provided to you or your representatives.

17. General. All captions and headings in this agreement are intended solely for convenience of reference. While the parties have not yet signed a Franchise Agreement for the intended Center, the dispute resolution clauses contained in Sections 26, 27 and 28 of Franchise Agreement attached as Exhibit A-1 to our FDD shall govern all issues concerning disputes, jurisdiction, venue, and other details of legal proceedings concerning this Deposit Agreement, and such paragraphs are hereby incorporated by reference into this Deposit Agreement.

AGREED AND ACCEPTED AS OF THE EFFECTIVE DATE:

PROSPECTIVE FRANCHISEE ("YOU"):	**FRANCHISOR ("ATI", "WE" OR "US"):**
Signature:_____	By:_____
Printed Name:_____	Printed Name:_____
Position:_____	Position:_____
Date:_____	*Date:_____

*Effective Date = date of ATI's counter-signature

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4. Landlord and Tenant hereby acknowledge their understanding that Franchisor has no affirmative obligation to assume the Lease from Tenant unless and until Franchisor voluntarily exercises its optional right to do so as provided in section 3 above. Landlord shall not rely upon any representations from Tenant on the question of whether Franchisor seeks to exercise its right to assume the Lease from Tenant. Landlord is relieved of all liability to Tenant for any action Landlord takes in reliance upon written notices received from Franchisor in accordance with this Rider.

5. If Franchisor provides written notice to Landlord of a third party ("**Assignee**") who satisfies: (a) Franchisor's requirements for AAMCO franchise ownership; and (b) all of Landlord's financial and creditworthiness criteria as set forth on Addendum One to this Rider (which is attached hereto and incorporated by reference herein), Franchisor may then: (i) assign to Assignee Franchisor's rights under this Rider to assume the Lease from Tenant; or (ii) re-assign its Lease rights and obligations to Assignee, if Franchisor had assumed Tenant's rights and duties under the Lease in accordance with the terms of this Rider. Upon assumption of the Lease by Assignee, Landlord shall have been deemed to have released Franchisor from all liability accruing thereafter under Lease, without need for additional written confirmation of such release from Landlord to Franchisor.
6. If Tenant fails to exercise any option it has under Lease to renew the Lease's term before it expires, Landlord agrees to notify Franchisor in writing of Tenant's failure to renew the Lease and Franchisor shall then have no less than thirty (30) days from receipt of such notice to exercise that option to renew the Lease with either Franchisor or Assignee becoming the replacement tenant.

7. Landlord shall deliver to Franchisor copies of all notices of default of the Lease that it delivers to Tenant, delivery to Franchisor and Tenant to occur simultaneously. Landlord shall give Franchisor no less than thirty (30) days prior written notice of Landlord's intention to re-enter and repossess the Premises and to terminate the Lease due to Tenant's uncured default of its duties owed to Landlord under the Lease.

8. Landlord and Tenant agree that this Rider shall remain in effect and apply to any and all Lease renewals, Lease term extensions or replacement leases between Landlord and Tenant, or their respective heirs, successors and/or assigns.

9. Upon Tenant's request, Landlord will sign one or more documents supplied by Tenant necessary to either: (a) waive and release; or (b) subordinate, its "Landlord's Lien" in Tenant's equipment or other assets installed in the Premises, to the security interest in such assets held by any lending institution that finances Tenant's purchase of those assets for their AAMCO franchised business.

10. Tenant agrees that, at such time as Franchisor exercises its option right assume Tenant's rights and duties under the Lease: (a) Tenant will immediately vacate the Premises without removing any equipment, parties or supplies except as authorized in the Franchise Agreement; and (b) Franchisor shall be fully authorized to enter upon and take possession of the Premises.

11. Franchisor may enter the Premises without being guilty of trespass to ascertain Tenant's compliance with the Franchise Agreement and/or to de-identity Franchisor's proprietary equipment, software, exterior and interior signage and other AAMCO-branded assets, if: (a) Tenant ceases operations or has their AAMCO Franchise Agreement terminated or non-renewed; and (b) Franchisor and Assignee do not exercise its rights under this Rider to assume Tenant's rights and duties under the Lease.

12. If Franchisor pays any amounts to Landlord in order to cure Tenant's Lease defaults, immediately thereafter Tenant shall be obligated to reimburse Franchisor all such amounts, including where applicable interest and reasonable collection costs. Assignment of Tenant's Lease rights and duties to Franchisor or Assignee relieves Tenant of liability under the Lease accruing after such assignment, but does not necessarily relieve Tenant of liability owed to Landlord for any of Tenant's prior Lease defaults.

13. All written notices described herein must use overnight mail service or certain mail (return receipt requested). For all purposes, Franchisor shall be contacted at: Legal Department, AAMCO Transmissions, LLC, 201 Gibraltar Road, Horsham, PA 19044. Landlord and Tenant shall be contacted at their respective addresses as set forth in the Lease.

14. This Rider constitutes the entire understanding and agreement between Landlord, Tenant and Franchisor regarding its subject matter. To the extent that there is any conflict or inconsistency between the terms of the Lease and the terms of this Rider, the terms of this Rider shall supersede, govern and control. This Rider may be amended only in a writing that is signed by Landlord, Tenant and Franchisor. Any change to the Lease terms or any replacement lease between Landlord and Tenant (or their respective heirs, successors and/or assigns) which seeks to change, extinguish or in any way limit the rights accorded to Franchisor under this Rider shall be ineffective and void as against Franchisor unless approved in writing by Franchisor.

AGREED TO AND ACCEPTED BY:

LANDLORD

Print Name of Landlord:_____

Signature of Landlord's Authorized Representative:_____

Signature Date:_____, 201___ Title:_____

Print Name of Landlord's Authorized Representative:_____

Landlord's Address:_____

Landlord's Phone & Fax Numbers:_____

TENANT

*Print Name of Tenant:_____

*(*Must be same as name of "Franchisee" on the AAMCO Franchise Agreement for this location)*

Signature of Tenant's Authorized Representative:_____

Signature Date:_____, 201___ Title:_____

Print Name of Tenant's Authorized Representative:_____

Tenant's Address:_____

Tenant's Phone & Fax Numbers:_____

FRANCHISOR: AAMCO Transmissions, LLC

Signature of Franchisor's Authorized Representative:_____

Counter-Signature Date:_____, 201___ *(This Rider's Effective Date)*

Title:_____

Print Name of Franchisor's Authorized Representative:_____

Exhibit A-5 Sample Advertising Pool Commitment Letter

To Whom It May Concern:

AAMCO Dealers Advertising Pool c/o AAMCO Transmissions, LLC

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Please accept this letter as evidence of my commitment to the requirement that I, as an AAMCO franchisee, participate in and cooperate with my local advertising pool and program.

A. I acknowledge that advertising is necessary to the successful operation of my business as an AAMCO dealer.

B. I acknowledge that advertising by other AAMCO dealers within my marketing area directly benefits my AAMCO center.

C. I acknowledge the legal, business and other responsibilities to approve, cooperate and participate in the advertising program established by the other AAMCO dealers in my marketing area, as such programs are approved by AAMCO Transmissions, LLC

D. I agree that should I be in default of any money due my local AAMCO Dealers Advertising Pool, or should I fail to participate in an advertising program and make payment for it, I shall be subject to a delinquency charge and pay interest at the highest contract rate permitted by law to be computed in addition to my actual billing, plus any legal and attorney's fees incurred in the event suit must be commenced against me because of a violation of this Agreement.

E. I agree that I will submit any and all information required to administer the local AAMCO dealers advertising program in my area and will submit such information to the group authorized to administer the local advertising program.

F. It is further agreed and understood by and between me and the

_____AAMCO Dealers Advertising Pool that I contract for a period equal to the duration of my Franchise Agreement with AAMCO and any renewals thereof, to participate in and to be responsible for the payment of advertising on this local level as determined by my advertising pool. I acknowledge that the benefit that I am deriving and will derive from participating in local advertising and my concurrent responsibility for payment of my share of local advertising shall begin at the end of the first full week

G. After the actual opening of my AAMCO center. I further agree to execute any agreements presently in use by said local AAMCO Dealers Advertising Pool. The amount of payment for such advertising shall be as follows:

1. Existing percent or flat rate formula, if applicable

2. Existing minimum weekly contribution

3. Existing maximum weekly contribution

H. I acknowledge that the above amount(s) may be changed by the local AAMCO Dealers Advertising Pool according to its standard procedure and I agree to be bound by any such change(s).

I. To secure my responsibility to make the necessary payments for an initial period of two (2) years, I hereby agree to execute a Note, secured with the appropriate collateral, and including an acceleration clause for payment in the event of a default, to be paid on a monthly basis to enforce my financial responsibility under the terms of this Agreement. The Note is to be drawn under the appropriate requirements of my local jurisdiction and is to be made in favor of my AAMCO Dealers Advertising Pool. I acknowledge that the two-year period of the Note in no way affects my 15-year obligation under the Franchise Agreement in regard to all aspects of local advertising, including payment therefor. If requested to do, I further agree to execute additional Notes payable to my local AAMCO Dealers Advertising Pool to secure the remaining years of my local advertising obligation. If my local Advertising Pool elects (or has elected) to require weekly payments via Electronic Funds Transfer (“EFT”), then I agree to provide the required information along with my signature to have such payments made via EFT.

I further agree to continue to participate in the local AAMCO Dealers Advertising Pool for the duration of my Franchise Agreement.

Date:_____ Franchise –

Date:_____ Franchise –

AAMCO DEALERS ADVERTISING POOL

By:_____
Authorized Representative

Exhibit A-6 Sample Advertising Pool
Installment Note

INSTALLMENT NOTE

$ Dated:

FOR VALUE RECEIVED, I (we) jointly and severally promise to pay to the order of the _____ AAMCO Dealers Advertising Pool ("Ad Pool") _____ dollars in 104 successive weekly installments of $_, the first installment payable at the end of the first week after the date of the opening of Franchisee's AAMCO Transmissions center located at_____.

The obligation of payment of the above installments when due shall cease as of the date that Franchisee ceases to be an AAMCO Transmissions franchisee and signs the necessary Termination of Franchise and other documents intended to terminate his AAMCO Franchise; provided, however, that the termination of Franchisee's franchise shall not relieve him from any liability for payment of the above installments which may have become due and payable prior to said termination. So long as I (we) continue to be an AAMCO Transmissions franchisee, at the conclusion of the previous term of 104 weeks, this Installment Note will automatically renew for another term of 104 weeks, during which I (we) promise to pay to the order of Ad Pool 104 successive weekly installments in the amount of the last weekly advertising assessment that was to be paid and was due from me (us) prior to the expiration of the previous 104 week term of this Installment Note. Payment of this Note must be made via Electronic Funds Transfer if so required by the Ad Pool.

PROTEST WAIVED. On non-payment of any installment when due, all remaining installments in the current 104 week term of this Installment Note shall, at the option of the holder, become immediately due and payable. I (we) agree to pay if this note is placed in the hands of an attorney for collection, a reasonable attorney's fee of 18% of the amount due and owing on the defaulted note. And to secure the payment of that amount I (we) hereby authorize, irrevocably, the Prothonotary, Clerk of Court, or any Attorney of any Court of Record to appear for me (us) in such Court, term time, or vacation, at any time before or after maturity and confess judgment, or a series of judgments, without process in favor of any holder of this note, with or without the filing of an Averment or Declaration of Default, for such amount as may appear to be unpaid thereon, together with charges, costs and attorney's fees, as above provided, and waive and release all errors which may intervene in any such proceedings and waive all right of appeal and consent to immediate execution upon such judgment nor shall any bill in equity be filed to interfere in any manner with the operation of such judgment, hereby ratifying and confirming all that said Attorney may do by virtue hereof, and waiving and releasing benefit of all appraisement, inquisition of real estate, hereby voluntarily condemning said real estate and authorizing the entry of such condemnation upon any writ issued, stay of execution and all rights under the exemption laws of any State, now in force, or hereafter to be passed.

_____ _____(Seal)
Witness Franchisee –

APN
~~04/30/23~~04/30/24

Exhibit A-7 Sample Advertising
Pool Agreement

ADVERTISING POOL AGREEMENT

This Agreement is made this_____day of 201_, by and among the licensed AAMCO franchisees (hereinafter "Members") in the Designated Market Area ("DMA") of _____, as determined by Nielson or a comparable rating service.

WHEREAS, the parties are all presently licensed franchisees of AAMCO Transmissions, LLC ("ATI") pursuant to individual Franchise Agreements with ATI, operating and maintaining AAMCO Transmissions repair centers in the_____DMA (hereinafter "Area"): WHEREAS, each party is required by his Franchise Agreement with ATI to participate in a local advertising program;

WHEREAS, each party by his Franchise Agreement with ATI agreed to adhere to a local advertising budget and to pay his proportionate share of such budget;

WHEREAS, the parties, for their mutual benefit, desire to formally record their enforceable agreement respecting their obligations for, and contributions to a budget for a local advertising program.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Formation of AAMCO Dealers Advertising Association

The parties form a non-profit, unincorporated association to be known as the _____ AAMCO Dealers Association (hereinafter "Association" or "Pool"). The purpose of this Association shall be:

A. to promulgate a unified and continuing advertising program in the Area;

B. to administer and supervise that program and to enforce this Agreement;

C. to regulate the manner in which advertising costs will be shared in the best interests of the parties hereto;

D. to collect assessments from Members to pay those costs; and

E. to pay those costs incurred by such advertising.

All parties to this Agreement shall be Members of the Association formed. All future licensed AAMCO franchisees in the covered Area shall have membership in this Association upon execution of their AAMCO Franchise Agreement and a copy of this Agreement. All parties agree that the Agreement may be executed in counterparts and will be effective upon new Members without additional execution by existing Members.

2. Local Advertising

The parties all acknowledge that local advertising is necessary for the successful operation of their AAMCO Transmission centers. The long-term commitment to advertising made by all the Members is essential to the long-term success of each Member's AAMCO center. That long-term benefit is part of the consideration for the long-term commitment which each Member is hereby making. The parties also acknowledge that all advertising must be

approved by ATI prior to its use. Accordingly,

A. Each party agrees to endorse, participate, and cooperate, through the payment of regular weekly Assessments, in an advertising program established and administered by the Association.

B. Each party agrees to refrain from any unilateral action in advertising expenditures, advertising media purchases or use of advertising material, unless that party has completely fulfilled his obligations under this Agreement, or until such action is approved by the Association, in addition to any such approval as is required from ATI in each Member's Franchise Agreement;

C. Each party acknowledges and agrees that the advertising by the Association pursuant to this Agreement directly serves and benefits his AAMCO Transmissions repair center, whether or not he is a contributor to such advertising; therefore, each party agrees that, so long as he operates an AAMCO Transmission repair center in the Area, he will pay and be responsible for payment of his weekly Assessments, as defined in paragraph 3, regardless of his or anyone else's subsequent status as a delinquent or defaulted Member of the Association.

D. Each party agrees that he will submit to the Association any and all information required to administer the advertising program and budget.

E. Should the Association designate an advertising committee to administer its advertising program, each party hereto agrees to be bound by the decisions of that committee. The committee shall be appointed by the Chairman and approved by majority vote at a regularly scheduled meeting.

3. Payment of Advertising Expenses

A. Each party agrees to pay to the Association, or directly to an advertising agency duly selected by the Association and approved by ATI, the most-recently approved weekly contribution toward the costs of such advertising program or programs as the Association selects (hereafter, the "Assessment").

B. Each party agrees that the Assessment will be determined by a simple majority vote of the centers by the Members represented and eligible to vote at a duly-called meeting, and agrees to be bound by such vote.

C. As of the date of this Agreement, the Assessment for all Association Members shall be $__per week. All parties acknowledge that this amount may change upon a subsequent vote.

D. It is agreed that, if the Association elects, that payment of the Assessment may be required to be made via Electronic Funds Transfer.

4. Officers

A. It is agreed that once a year, the Association shall elect, by simple majority of eligible centers, a Chairman and a Secretary/Treasurer from among those Members who are not delinquent or in default at the time of the election.

B. The post of Secretary/Treasurer may be divided between two members upon the vote of a simple majority of the Members voting, either in person or by written proxy.

C. In the event that no candidate receives a simple majority in any such election, a run-off shall be held between the two candidates who received the most votes.

D. (1) Subject to the restrictions in paragraph 4(d)(2), below, every person who is or was an officer or agent of the Association, or who serves or has served in any capacity with any other enterprise at the request of the Association, shall be indemnified by the Association against all expenses and liabilities reasonably incurred by or imposed on him or her in connection with any proceedings to which he or she has been or may be made a party, or any proceedings in which he or she may become involved by reason of being or having been an officer of the Association, or by reason of serving or having served another enterprise at the request of the Association, whether or not in the capacity of officer of the Association at the time the expenses or liabilities are incurred.

(2) With regard to any civil third-party claim brought against the officer or agent, the Association shall indemnify the officer or agent pursuant to Paragraph 4(d)(1), above, provided the officer or agent acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association. With regard to any criminal proceeding brought against the officer or agent, the Association shall indemnify him or her provided the officer or agent had no reasonable cause to believe his or her conduct was unlawful.

5. Administration of the Association

A. The parties agree that the Association shall meet at least once a year and that notice of each meeting shall be given orally or in writing to each member at his place of business at least three (3) days in advance of such meeting, except that notice for any meeting at which a vote will be taken regarding advertising assessments must be in writing and at least seven (7) days in advance of such meeting. The date of the Notice shall be the date of mailing.

B. It is agreed that the quorum necessary for any vote, including a vote to change the Assessment, shall be Members, either present or represented by written proxy, comprising at least a simple majority of all centers in the Association which are eligible to vote at the time of the meeting.

C. It is agreed that, except as set forth in paragraph 16 below, the Association shall take action on any matter, including a change in the Assessment, only upon the vote of a simple majority of its eligible Members voting, either in person or by written proxy. It is further agreed that in the event that the Members of the Association are tied in any vote, then the Chairman of the Association shall cast a second, tie-breaking vote.

D. It is agreed that votes shall be counted by the number of centers represented. Centers with multiple owners shall be permitted only one (1) vote. Members with multiple centers shall be permitted a number of votes equal to the number of centers they own.

E. No Member who is in default, as defined by paragraph 6(B)(2) below, shall be permitted to vote on any matter until such default is completely cured, including payment of all fees and costs as set forth herein. Such defaulted Member shall not be counted for the purpose of establishing the presence of a quorum at any meeting.

F. The parties may adopt any procedures and guidelines necessary for enforcement and implementation of the terms of this Agreement upon the vote of a simple majority of its eligible Members voting.

G. The parties agree that all money expended for advertising shall be in accordance with an approved budget based upon moneys collected or to be collected pursuant to the terms hereof.

6. Delinquency in Payment of Advertising Assessments

A. Should any Member fail to pay his Assessment by the date set by either the Association or its duly selected advertising agency, that Member shall be considered delinquent pursuant to the terms of this Agreement.

B. When any Member is delinquent for a period of two (2) weeks, the following collection procedures shall be instituted:

(1) The Association, by or through the Secretary/Treasurer or a designated Member, will send a letter to the Member, which letter shall state the amount of the arrearage and shall demand immediate full payment;

(2) If full payment is not received within two (2) weeks of the mailing of the letter:

(a) the Member shall be in default under this Agreement

(b) the Pool Chairman shall notify the Member of his default and inform him that he is subject to suit for costs and fees in addition to arrearages.

(3) Should the Member not make immediate, full payment in response to the Chairman's notice:

C. the matter will be turned over to an attorney for collection with the Member responsible for payment of all collection, attorney and court fees, and costs

D. the Member will be assessed a flat $25.00 fee for every week in which the center in question remains five or more weeks in arrears.

7. Liability of Member Upon Default

A. It is agreed that a Member shall continue to be liable for the payment of his Assessments regardless of whether the Member is delinquent and/or in default as set forth in paragraph 6 above. If a Member defaults as defined in paragraph 6 above, the Association shall have a cause of action against the Member for such default. The Member in default also agrees to pay all attorneys' fees and all other fees and costs incurred by the Association or ATI in connection therewith. In the event of suit or action, this amount of these fees and costs shall be made a part of any judgment obtained against Member. However, once such fees and costs are incurred, the obligation of the Member in default to reimburse them shall exist whether or not the default is pursued to judgment.

B. The parties further acknowledge and agree that all Assessments shall continue to accrue against and be payable by a Member for as long as the Member continues to be an authorized AAMCO franchisee, or for such time as the Member shall continue to use the name "AAMCO" for the purpose of procuring automotive repair business of any nature whatsoever, whichever shall be later. All accrued amounts shall remain due and owing and shall survive cessation by a Member of his AAMCO Transmission repair business and be subject to interest and attorneys fees and costs as set forth above.

8. Enforcement of Terms of Agreement

A. The parties acknowledge and agree that it may be necessary for the Association by, through and on behalf of its Members, to pursue a claim for non-payment of advertising Assessments against Members or former Members of the Association, who are in default. It is agreed that parties may nominate or appoint the Association, or one or more of its Members, or ATI, or its governing body, or a trustee, to pursue such claim, with or without litigation, and to take such action as the officers or other governing body, in their discretion, deem necessary for the purpose of the enforcement and collection of such claim. All Members hereby authorize the Chairman of the Association, or his designee, to sign on their behalf all pleadings or other papers necessary or useful to pursue such claims.

B. The parties further acknowledge and agree that the Association by and through any of its designated Members, governing body or trustee may, from time to time, retain the services of an attorney for the purpose of collecting defaults from Members and former Members and to perform other legal services. The parties authorize the Association to expend the funds reasonable and necessary for attorneys' fees and court costs for such claims, the amount of such funds to become part of the obligation of the defaulted Member, or if the services are of a general nature, part of the obligation of all Members.

C. The parties further agree that any damages resulting from unapproved advertising as provided in paragraph 2(b) on the part of a Member will be reimbursed by the Member to the Association for the purchase of corrective advertising. The parties authorize the Association to expend funds reasonable and necessary for attorneys' fees and court costs to collect the damages. The amount of these legal fees shall become the obligation of the Member or Members who participated in the unapproved advertising.

D. Litigation, Arbitration and Venue - All disputes, controversies or claims arising out of or relating to this Agreement may be settled by Court action in any court having jurisdiction or by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or its successor, at the sole option of the Association. Arbitration shall be conducted in _____ unless otherwise agreed to by the parties.

9. Waiver

Each party does hereby waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, diligence in collection and any and all other conditions precedent which are constitutionally waivable in order for the Association to bring suit for collection of moneys then due or for the enforcement prospectively of the terms of this Agreement.

10. Relief Available

The parties agree that, in addition to any other damages to which the Association may be entitled, the Association shall also be entitled to specific performance of all the terms and provisions of this Agreement. Furthermore, the parties agree that any Member who is in default and is still operating an AAMCO center, or is still trading under the name "AAMCO," is unjustly enriched at the expense of all other parties who have paid and are continuing to pay the advertising Assessments pursuant to the terms of this Agreement.

11. Concurrent Remedies

No right or remedy herein conferred on or reserved to the parties or the

Association shall be exclusive of any other right or remedy provided herein or provided or permitted by law or equity, but such right or remedy shall be cumulative of every other right or remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise and may be enforced concurrently therewith or from time to time.

12. Controlling Law

This Agreement shall be deemed to have been made in the_____and shall be interpreted according to the laws of the_____.

13. Severability

Any provision of this Agreement prohibited by law or by court decree in any state of jurisdiction shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement. To the extent that any provision hereof contravenes the law of any state or jurisdiction, it shall be deemed not to be a part of this Agreement in that state or jurisdiction.

14. Notices

Service of all notices under this Agreement (unless herein provided otherwise) shall be sufficient if given telephonically, personally, mailed, faxed or delivered by a recognized overnight carrier to the party involved at his business address. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and stamped.

15. Parties Bound

A. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, legal representatives, successors, assigns and any corporations owned or controlled by them.

B. Each Member agrees that prior to the effective date of any transfer of an interest in his AAMCO Transmissions center to a third party, he will give notice to the Association. Each party agrees to continue to be obligated for all his accrued obligations to the Association and to continue to be obligated to the Association prospectively until such time as the transferee of such Member's interest becomes a member of the Association. In addition to the continued obligation until acceptance of the transferee, the Member-transferor agrees to pay on or before closing on the transfer of his business any and all then-due moneys owed to the Association.

16. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes any prior understanding, written or oral agreement between the parties respecting the subject matter herein. Amendments shall be permitted upon a vote of sixty percent (60%) of the eligible centers represented by the Members present and voting and shall be in writing and signed by the parties.

17. Term

The term of this Agreement shall begin on the date of execution hereof and shall continue until terminated by written agreement of all the parties hereto at the time of such termination agreement.

18. Transferability

Each party agrees that should it be deemed necessary for the Association to incorporate, then any and all obligations of each party shall be fully transferable to the corporation so formed. Each party further agrees to execute all documents necessary to evidence such transfer; however, even without the execution of such documents, the party's obligation shall be deemed transferred.

19. Acknowledgment

EACH PARTY HEREBY ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have executed this Agreement.

_____ AAMCO DEALERS ASSOCIATION

MEMBERS:

_____	_____
Date:	Date:
_____	_____
Date:	Date:
_____	_____
Date:	Date:
_____	_____
Date:	Date:
_____	_____
Date:	Date:

Exhibit A-8

Electronic Debit Authorization

(Authorization Agreement for Pre-Authorized Payments via EFT Debit Originations)

COMPANY NAME:_____CENTER #:_____

I (We) hereby authorize AAMCO Transmissions, LLC, hereinafter called COMPANY, to initiate debit entries to my (our) checking account indicated below in the depository named below, hereinafter called DEPOSITORY, to debit the same to such account.

NAME OF DEPOSITORY:_____

CITY & STATE:_____

ABA/TRANSIT NO:_____ACCOUNT NO:_____

This authorization is to remain in full force and effect until the underlying obligations per the Franchise Agreement have been satisfied in full or released in writing by COMPANY.

This authorization further confirms my understanding of the Franchise Agreement signed by me/us in which I/we expressly agree that this authorization shall apply to the bank account(s) designated by me/us during the term of the Franchise Agreement and any renewals. Without limiting the generality of the foregoing, I/we understand that if I/we close any bank account, I/we are obligated to immediately, (i) notify COMPANY thereof in writing, (ii) establish another bank account, and (iii) execute and deliver to COMPANY all documents necessary for COMPANY to begin and continue making withdrawals from such depository /bank account by ACH debiting or other electronic means. I/we specifically agree and declare that this Authorization shall be the only written authorization needed from me/us in order to initiate debit entries/ACH debit originations to my/our bank account(s) established with any Depository in the future.

NAME(S):_____SS# OR EIN:_____
(PLEASE PRINT)

_____SS#:_____
(PLEASE PRINT)

DATE:_____SIGNATURE:_____

_____

Exhibit A-9

AAMCO GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

In order to induce AAMCO Transmissions, LLC ("**Franchisor**") to execute the AAMCO Franchise Agreement between Franchisor and ("**Franchisee**"), dated , 201 (the "**Agreement**"), each of the undersigned parties, jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns that all of Franchisee's monetary obligations under the Agreement will be punctually paid and performed and that all monetary obligations will be punctually paid and performed.

Upon demand by Franchisor, the undersigned each hereby jointly and severally agree to immediately make each payment required of Franchisee under the Agreement and waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; and/or (d) give notice of demand for payment by Franchisee. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee, and the undersigned each hereby jointly and severally waive notice of same and agree to be and remain bound by any and all such amendments and changes to the Agreement.

The undersigned each hereby jointly and severally agree to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

The undersigned hereby acknowledge and agree to be individually bound by all of the promises contained in the following Sections of the Agreement: Section 13 (with respect to names, marks, trade secrets, confidentiality and protection of the System); Section 18 (with respect to restrictions of change of ownership); Section 19.2 (with respect to the effect of and procedures after termination of the Agreement); and Section 20 (with respect to covenants against competition). However, the undersigned acknowledge and agree that: (a) this Guarantee does not grant the undersigned any right to use any of Franchisor's marks (including but not limited to the "AAMCO" marks) or the system licensed to Franchisee under the Agreement; (b) that they have read, in full, and understand, all of the provisions of the Agreement that are referred to above in this paragraph, and that they intend to fully comply with those provisions of the Agreement as if they were printed here; and (c) that they have had the opportunity to consult with a lawyer of their own choosing in deciding whether to sign this Guarantee.

This Guarantee shall terminate upon the termination or expiration of all obligations of Franchisee under the Agreement and/or any other agreements between Franchisee and Franchisor, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations under this Agreement existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with the Agreement (including but not limited to the waiver of jury trials (Section 27) and the exclusive application of Pennsylvania law (Section 26), without application of Pennsylvania choice of law principles).

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

(in his/her personal capacity) Printed		(in his/her personal capacity) Printed		(in his/her personal capacity) Printed
Name:_____		Name:_____		Name:_____
Date:_____		Date:_____		Date:_____
Home Address:		Home Address:		Home Address:

Exhibit A-10
General Release

G E N E R A L R E L E A S E

KNOW ALL MEN BY THESE PRESENTS, THAT:

1. A Franchise Agreement and any amendments thereto ("the Agreement") was entered into by and between AAMCO Transmissions, LLC ("ATI") and [name of franchisee] ("Franchisee"), dated [date of franchise agreement], for the operation of an AAMCO center located at [address of AAMCO center].

2. As used herein, "Franchisee" shall collectively refer to the undersigned party, his heirs, executors, legal representatives, successors, and assigns.

3. As used herein "ATI" shall collectively refer to AAMCO Transmissions, LLC, its parent, subsidiaries, affiliates, shareholders, predecessors, successors, officers, directors, agents, attorneys, employees and assigns.

4. For and in consideration of the premises and in consideration of One Dollar ($1.00) in hand paid to the Franchisee, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Franchisee hereby irrevocably and unconditionally remises, releases, and forever discharges ATI of and from all, and all manner of, actions, causes of actions, suits, debts, claims and demands, accounts, bonds, covenants, contracts, agreements, and judgments, whatsoever in law or in equity, which Franchisee now has, ever had, or may hereafter have, own, hold, claim to have to own or to hold against ATI, including but not limited to, those based upon, related to or connected with: (a) the Agreement; (b) any actions taken by ATI under the Agreement; (c) the relationship between ATI and Franchisee; (d) anything forbidden or declared unlawful by the antitrust laws of the United States, including but not limited to, violations or claimed violations of the Clayton or Sherman Acts, or any other statue of the federal government or of the several states, whether such claims pertain to the intentional or unintentional acts of ATI or claims of ATI's negligence; or (e) anything forbidden or prohibited by state antitrust laws, state deceptive trade practices acts or state consumer protection acts.

5. Without limiting the generality of the foregoing in any respect, Franchisee hereby irrevocably and unconditionally remises, releases and forever discharges ATI from any and all claims and causes of action, known or unknown or unanticipated at the time this Release was executed, which arose from or are based upon or related to the aforesaid or some part or aspect thereof or which arose or may arise in any way against ATI, which Franchisee ever had, now has or hereafter may have for or by reason of any cause, matter or thing whatsoever.

6. Franchisee acknowledges that there is a risk that, subsequent to the execution of this Release, additional claims or causes of action may be discovered or arise, which were unknown or unanticipated at the time this Release was executed, including without limitation unknown or unanticipated claims or causes of action, which arose from or are based upon or related to the aforesaid or some part or aspect thereof, and which if known to Franchisee on the date of execution of this Release would have materially affected his decision to execute this Release, but which unknown risk or claim Franchisee hereby assumes and expressly agrees that this Release applies thereto.

TR
~~04/30/23~~04/
30/24

Exhibit A-10
General Release

I have read this Release and understand this is to be a full and complete release of all rights or claims of any nature I have against ATI.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this_____day of_____ 201_.

_____ _____ (Seal) Fra
Witness

_____ _____ (Seal) Fra
Witness

EULA For ALLDATA Manage Online

Terms & Conditions of Use For ALLDATA Professional Customers

December 28, 2011

Warning: The unauthorized reproduction or distribution of this copyrighted work is illegal. In the United States of America, criminal copyright infringement, including infringement without monetary gain, is investigated by the FBI and is punishable by up to 5 years in federal prison and a fine of $250,000. Additionally, other countries may have other civil and criminal penalties that may apply.

1. **License.** Subject to these terms and conditions (the "Agreement"), ALLDATA LLC ("ALLDATA") grants you ("Customer," "You" or "Your") a non-exclusive, non-transferable, non-sublicensable license (the "License") to: (i) use certain ALLDATA software product(s) and, (ii) if applicable, to access ALLDATA's Tech Assist telephone support services (collectively the "Product") which have been or may be provided to You by ALLDATA under this Agreement along with accompanying data (the "Data") and documentation (the "Documentation"). You acknowledge that, as between You and ALLDATA, ALLDATA owns and retains all rights, title and interest in and to the Product, Data and Documentation, including without limitation all copyright, trademark and intellectual property rights therein, and that the only right You have in the Product, Data or Documentation is the limited right to use the same as set forth in this Agreement. You acknowledge that the Product, Data and Documentation constitute valuable proprietary, confidential and trade secret information of ALLDATA.
2. **Restrictions.** The Product, Data and Documentation are to be used solely in connection with your professional or your personal use, and not in connection with the business of any other firm, person, organization or any other commercial use. You must not, and You must not request or authorize a third party to: (i) directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Product, Data or Documentation; (ii) modify, translate, or create derivative works based on the Product, Data or Documentation; (iii) copy (except for archival purposes), rent, lease, distribute, assign, or otherwise transfer any rights whatsoever to the Product, Data or Documentation; (iv) use, or make available for use, the Product, Data or Documentation either (a) on a wide area network or (b) for off-site access without prior, express, written approval from ALLDATA and payment of the fees then in effect for such use; (v) access the Product, Data, or Documentation on more computers and or mobile or other devices, workstations, or "nodes" than are expressly authorized in your Service Agreement; or (vi) remove any proprietary notices or labels on the Product, Data or Documentation. You may not use any spider, robot, other automatic device, or manual process to monitor or copy the Product, Data and/or Documentation, or any other content without ALLDATA's prior written permission. Along with the Product, You may receive a dongle that will serve as an adapter and a security measure to enable Your use of the Product (the "Dongle"). In order to use the Product, the Dongle must at all times remain connected to the hardware on which the Product is installed. You acknowledge and agree that the Product will not function properly if the Dongle is removed from such hardware. The foregoing shall not apply for users of ALLDATA Mobile.
3. **Reproduction of Information.** You may view, reproduce and/or print insignificant portions of materials retrieved only from the Products provided (a) the materials are used only for informational, non-commercial

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4. **Updates; Information Collection and Use.** From time to time, ALLDATA may make available certain updates for the Product (each an "Update"). All Updates shall be deemed to a part of the Product. Updates shall be provided to You via either: (i) an automatic download to the hardware on which You installed the Product or (i) via the "app" stores (each an "Automatic Download"). Once an Automatic Download has been completed for an Update, You will receive a pop-up notification prompting You to complete the installation process for such Update (an "Installation Notice"). You understand and acknowledge that the Product may not function properly or at all in the event that You do not complete the installation of any Update by the date specified in the applicable Installation Notice. You acknowledge and agree that ALLDATA shall not provide any refunds or other remedies in connection with any failure or other malfunction of the Product caused by Your failure to complete the timely installation of any Update. ALLDATA may from time to time extract certain information from the operating system and the hardware with which You use the Product ("System Information"). ALLDATA will only use the System Information to (i) provide You with Updates that are appropriate for the operating system and the hardware with which You use the Product, (ii) enhance the Product and other products and services offered by ALLDATA and (iii) audit compliance with the terms and conditions of this Agreement. You agree and acknowledge that during your use of the Product ALLDATA may collect non-personally identifiable information pertaining to: (x) how you use the Product; (y) the Product information You access; and (z) the results You receive from your application of the Product information ("Non-Personally Identifiable Information"). The Non-Personally Identifiable Information will be combined with other information including non-personally identifiable information collected by ALLDATA during the use of its services and products such as the Product. ALLDATA will only use of the Non-Personally Identifiable Information in an aggregate or de-identified manner to analyze ALLDATA product and service usage trends, to administer ALLDATA products and services, and for any other legitimate business purpose.
5. **Taxes.** Any excise, sales, duties, use or other taxes, which result from Your acquisition or use of the Product, Data and/or Documentation shall be paid exclusively by You. In the event ALLDATA must make any such payments, You shall reimburse ALLDATA for all such payments immediately upon demand.
6. **Limited Warranty.** ALLDATA warrants that the Product, when delivered to You, will substantially conform to the then-current published specifications for a period of thirty (30) days from the date the Product is delivered to You, and that the media, if any, on which the Product is delivered will be free of defects of materials and workmanship. In the event the Product or media is defective within the terms of this warranty, your sole and exclusive remedy shall be ALLDATA's replacement or correction of the defective Product or media. ALLDATA HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ALLDATA MAKES NO WARRANTY WHATSOEVER THAT ANY PRODUCT, (INCLUDING, WITHOUT LIMITATION, ANY AUTOMATIC DOWNLOADS AND UPDATES), DATA OR DOCUMENTATION IS

CORRECT. ALLDATA DOES NOT WARRANT THAT YOUR USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. **Data Accuracy and/or Completeness.** You acknowledge that ALLDATA does not warrant, and specifically disclaims any warranty, that the Product, (including, without limitation, any Automatic Downloads and Updates), Data or Documentation or any other information provided in connection therewith is accurate or complete. ALLDATA will make commercially reasonable efforts to provide accurate and complete Data; but the volume of information compiled and the variety of sources from which the information comes makes it impossible to warrant accuracy or completeness of any kind. IN NO EVENT WILL ALLDATA BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED WHETHER BY NEGLIGENCE OR OTHERWISE EVEN IF ALLDATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. **Data Disclaimer** Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of any remote technical support of or to the Product by ALLDATA. ALLDATA, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM ANY TECHNICAL SUPPORT OF OR TO THE PRODUCT, REMOTE OR OTHERWISE.
9. **Limitation of Liability.** You acknowledge and understand that Data is provided to ALLDATA by third parties and that its availability and quality is beyond ALLDATA's control. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE AND SUBJECT TO ANY APPLICABLE LAW, ALLDATA'S TOTAL LIABILITY, IF ANY, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), WILL BE LIMITED TO THE AMOUNT ALLDATA RECEIVED FOR THE PRODUCT FROM YOU. ALLDATA AND ITS LICENSORS WILL NOT BE LIABLE IN ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COST OF ANY SUBSTITUTE PROCUREMENT), WHETHER OR NOT FORESEEABLE AND EVEN IF ALLDATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, ALLDATA AND ITS LICENSORS WILL NOT BE LIABLE IN ANY EVENT FOR ANY LOSSES OR DAMAGES TO YOUR OR ANY OTHER VEHICLES WHICH RESULT FROM OR ARE RELATED TO YOUR USE OF THE PRODUCT, DATA AND/OR DOCUMENTATION. IN ADDITION, You acknowledge that it is your responsibility to seek legal counsel to inform yourself of and conform to all legal requirements regarding your professional or personal use of this Product. ALLDATA SHALL NOT BE LIABLE FOR ANY LEGAL INSUFFICIENCY REGARDING THE PRODUCT OR YOUR USE OF THE PRODUCT AND DATA AND DOES NOT REPRESENT THAT THE PRODUCT IS LEGALLY SUFFICIENT IN ANY OF THE 50 STATES OR ANY NATION INTO WHICH THE PRODUCTS ARE DISTRIBUTED. It is Your responsibility to ensure Internet service through an independent Internet Service Provider ("ISP") for any online access to any of the Products or Data. ALLDATA SHALL NOT BE LIABLE FOR ANY LACK OF SERVICE OR RESPONSE TIME DELAYS ATTRIBUTABLE TO THE INTERNET, TELECOMMUNICATIONS EQUIPMENT OR SERVICES, YOUR COMPUTERS AND/OR MOBILE OR OTHER DEIVCES OR NETWORKS, YOUR ISPs OR ANY OTHER REASON OUTSIDE THE CONTROL OF ALLDATA. YOU ACKNOWLEDGE THAT THE PRODUCT MAY CONTAIN PROGRAMS (INCLUDING COOKIES) PLACED ON YOUR COMPUTER AND/OR MOBILE OR OTHER

DEIVCES THAT CONNECT TO THE

INTERNET IN ORDER TO ENHANCE OR ACTIVATE SECURITY AND PROVIDE OR IMPROVE THE PRODUCT, DATA AND RELATED SERVICES TO YOU AND YOU AUTHORIZE ALLDATA TO DO SO. INFORMATION COLLECTED BY ALLDATA WILL NOT BE MADE COMMERCIALLY AVAILABLE TO THIRD PARTIES.

10. **Government Matters.** You may not remove or export from the United States or allow the export or re-export of any part of the Product, Data or Documentation, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Product and Documentation licensed in this Agreement are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212 any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the US Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Other countries may have other laws, restrictions, ordinances, rules and regulations that apply to the export or re-export of the Product, Data or Documentation, or any direct product thereof.
11. **Indemnity.** Except as prohibited by any applicable law, You will indemnify and hold ALLDATA harmless from any damages, liability and losses, and defend ALLDATA against any claim, suit or other proceeding brought against ALLDATA, arising out of or in connection with Your use, misuse, copying or distribution of the Product, Data or Documentation, provided ALLDATA notifies You of such claim, suit or proceeding and gives You reasonable assistance in the defense thereof. You will pay all damages, costs, losses, and expenses arising from such claim, suit, or other proceeding. You will indemnify ALLDATA for any use of the Product that causes any harm to ALLDATA or any of its service or data vendors/providers.
12. **Termination.** This license shall automatically terminate upon any material breach of the terms of this Agreement (or any other agreement between You and ALLDATA) by You. Material breaches shall include, but not be limited to, the breach of any of the terms and conditions set forth herein or Your failure to pay any invoice from ALLDATA by its due date. Upon termination or expiration of this License for any reason, You shall immediately return to ALLDATA or destroy the Product, Data, and Documentation and all copies thereof.
13. **Validation and Electronic Self-Help.** The Product may from time to time update or require download of the validation feature of the Product. Validation verifies that the Product has been activated and is properly licensed. During a validation check, the Product will send information about the Product to ALLDATA. This information includes the version of the Product and the product key. BY USING THE PRODUCT, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. If the Product is not properly licensed, the functionality of the Product may be affected. You may only obtain updates or upgrades for the Products from ALLDATA or its authorized sources. You agree that ALLDATA may, in its sole discretion and without prior notice, terminate your access to the Product, Data and Documentation and/or block your future access to the Product, Data and Documentation if ALLDATA determines that You have violated any terms of this Agreement. You also agree that any violation by You of the Agreement will constitute an unlawful and unfair business practice, and will cause irreparable harm to ALLDATA, for which monetary damages may be inadequate, and You consent to ALLDATA obtaining any injunctive or equitable relief that ALLDATA deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies

ALLDATA may have at law or in equity. YOU AGREE THAT IF YOU ARE IN POSSESSION OF AN UNAUTHORIZED COPY, YOUR

CLICKING ON THIS AGREEMENT CONSTITUTES A CONTRACT WITH ALLDATA THE TERMS OF WHICH ARE LIMITED TO OUR BEING AUTHORIZED BY YOU TO DISABLE THE PRODUCT AND SEEK REMEDIES AS PROVIDED FOR IN THIS AGREEMENT AND UNDER APPLICABLE FEDERAL AND STATE LAWS.

14. **Miscellaneous.** The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. This Agreement is not assignable, transferable or sublicensable by You except with ALLDATA's prior written consent and subject to payment to ALLDATA of the then-current transfer fee. This Agreement will be governed by and construed in accordance with the laws of the state of New York without regard to the conflict of laws provisions thereof. You hereby waive your right to a jury trial. Both parties agree that the federal, state and local courts of Shelby County, Tennessee or such other courts that may be mutually agreed to by the parties, shall have sole and exclusive jurisdiction over any matter arising from or relating to these terms and conditions and/or the license granted hereunder. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. You acknowledge that You have not entered into this Agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically stated herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and You do not have any authority of any kind to bind ALLDATA in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement must be in writing.
15. **These terms and conditions may be changed by ALLDATA.** Continued use of the Product, Data and Documentation constitutes your acceptance of any changes made by ALLDATA to these terms and conditions as they may be amended from time to time and may be found at www.alldata.com. You acknowledge that it is Your responsibility to check the above website for updated or amended terms and conditions.

16.16.

COUNTRY SPECIFIC TERMS

ALLDATA LLC
Terms and Conditions of Use
For ALLDATA Customers (Mexico)

Warning: The unauthorized reproduction or distribution of this copyrighted work is illegal. In the United States of America, criminal copyright infringement, including infringement without monetary gain, is investigated by the FBI and is punishable by up to 5 years in federal prison and a fine of $250,000.

The following language hereby replaces in its entirety Section 10 of the standard ALLDATA LLC Terms and Conditions of Use for ALLDATA Customers with respect to Customers residing or using the Product, Data, and

Documentation in Mexico. All other standard terms remain in full force and effect.

10. **Government Matters.** Customer acknowledges and agrees that the Product, Data and Documentation are subject to the export control and sanctions laws, rules, regulations, and restrictions of the United States and other countries ("Export Controls"). Customer agrees not to export or re-export, or allow the export or re-export of the Product, Data or Documentation in violation of the Export Controls. Customer hereby represents that (i) Customer is not an entity or person to which delivery of Product, Data or Documentation is prohibited by Export Controls; and (ii) Customer will not export, re-export or otherwise transfer the Product, Data or Documentation in violation of Export Controls, including, without limitation, to (a) Cuba, Iran, Syria, Sudan, North Korea, or any other country subject to comprehensive United States sanctions or embargo or those of any other country having jurisdiction over Customer ("Prohibited Countries"), (b) a national or resident of any Prohibited Country, © any person or entity to which shipment of Product, Data or Documentation is prohibited by Export Controls, including, without limitation, persons or entities on the Specially Designated National List administered by the U.S. Department of Treasury or the Entity List administered by the U.S. Department of Commerce, or (d) anyone who will use the Product, Data or Documentation in activities related to development, design, manufacture, construction, operation, maintenance, testing, or stockpiling, related to any nuclear activities, missiles, chemical and biological weapons, or maritime nuclear propulsion projects.

PRODUCT SPECIFIC TERMS

ALLDATA LLC
Terms and Conditions of Use for ALLDATA Manage Online

The following language hereby replaces in its entirety Section 8 of the standard ALLDATA LLC Terms and Conditions of Use for ALLDATA Customers with respect to Customers using the Product ALLDATA Manage Online. All other standard terms remain in full force and effect. In the event of any conflict between the standard ALLDATA LLC Terms and Conditions and the following Product Specific Terms, these Product Specific Terms shall control.

8. Data & ALLDATA Manage Online

Manage Online Terms.

8.1 Access to Manage Online. Subject to the terms and conditions contained in this Agreement, ALLDATA grants You a non-exclusive right to access and use ALLDATA Manage Online ("Manage Online") during the applicable Subscription Term (as defined on Your order form) in accordance with this Agreement and the Documentation. You acknowledge that ALLDATA Manage Online is an on-line, subscription-based Product and that ALLDATA may make changes to ALLDATA Manage Online from time to time.

8.2 Credentials. You must ensure that all users You authorize to use Your subscription to Manage Online keep their user IDs and passwords for Manage Online strictly confidential and not share such information with any unauthorized person. You are responsible for any and all actions taken using Your accounts and passwords, and You agree to immediately notify ALLDATA of any unauthorized use of which You become aware.

8.3 Your Data. “Your Data” means any data, content, code, video, images or other materials of any type that You upload, submit or otherwise transmit to or through Manage Online. You will retain all right, title and interest in and to Your Data in the form provided to ALLDATA. Subject to the terms of this Agreement, You hereby grant to ALLDATA a non-exclusive, worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify and create derivative works of Your Data, in each case solely to the extent necessary to (i) provide Manage Online to You and (ii) for ALLDATA’s business purposes and (b) share and/or distribute and publicly perform and display Your Data as You direct or enable through Manage Online. ALLDATA may also access Your account or instance in order to respond to Your support requests.

8.4 Security and Back-up. ALLDATA will take commercially reasonable effort to back-up Your Data and will implement industry accepted security procedures to help protect Your Data from loss, damage, corruption or security attacks. However, You understand that use of Manage Online necessarily involves transmission of Your Data over networks that are not owned, operated or controlled by us, and we are not responsible for any of Your Data lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of Your Data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers.

8.5 Storage Limits. There may be storage limits associated with Manage Online. These limits are described in the services descriptions on our websites or in the Documentation for Manage Online. ALLDATA reserves the right to charge for additional storage or overage fees. We may impose new, or may modify existing, storage limits for Manage Online at any time in our discretion, with or without notice to You.

8.6 Responsibility for Your Data.

8.6.1 General. General. You must ensure that Your use of Manage Online and all Your Data is at all times compliant with our all applicable local, state, federal and international laws and regulations (“Laws”). You represent and warrant that:(i) You have obtained all necessary rights, releases and permissions to provide all Your Data to ALLDATA and to grant the rights granted to ALLDATA in this Agreement and (ii) Your Data and its transfer to and use by ALLDATA as authorized by You under this Agreement do not violate any Laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under Section 8.4 (Security and Backup), ALLDATA assumes no responsibility or liability for Your Data, and You shall be solely responsible for Your Data and the consequences of using, disclosing, storing, or transmitting it. Other than ALLDATA’s responsibilities under Section 8.4 (Security and Backup), You are solely responsible for daily back-up and other protection of Your Data against loss, damage or corruption. You shall be solely responsible for reconstructing Your Data (including but not limited to Your Data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of any remote technical support of or to Manage Online or another Product by ALLDATA. ALLDATA, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM ANY TECHNICAL SUPPORT OF OR TO THE PRODUCT, REMOTE OR OTHERWISE.

8.6.2 Sensitive Data. You will not submit to Manage Online (or use Manage Online to collect): (i) any personally identifiable information, except to the extent that Manage Online permits the inclusion of personally identifiable information in specific named fields and provided that Your Data that is entered in those fields is consistent with the intent of those named fields; (ii) any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations; or (iii) any other information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations) ((i) through (iii), collectively, "Sensitive Data"). You also acknowledge that ALLDATA is not acting as Your Business Associate or subcontractor (as such terms are defined and used in HIPAA) and that Manage Online is not HIPAA compliant. "HIPAA" means the Health Insurance Portability and Accountability Act, as amended and supplemented. Notwithstanding any other provision to the contrary, ALLDATA has no liability under this Agreement for Sensitive Data.

8.6.3 Indemnity for Your Data. You will defend, indemnify and hold harmless ALLDATA from and against any loss, cost, liability or damage, including attorneys' fees, for which ALLDATA becomes liable to the extent arising from or relating to any claim relating to Your Data, including but not limited to any claim brought by a third party alleging that Your Data, or Your use of Manage Online in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law. This indemnification obligation is subject to You receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for You to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of ALLDATA at Your expense.

8.7 Removals and Suspension. ALLDATA has no obligation to monitor any content uploaded to the Manage Online. Nonetheless, if ALLDATA deems such action necessary based on Your violation of this Agreement, ALLDATA may (1) remove Your Data from Manage Online or (2) suspend Your access to Manage Online. ALLDATA will generally alert You when ALLDATA takes such action and give You a reasonable opportunity to cure Your breach, but if ALLDATA determines that Your actions endanger the operation of Manage Online or other users, ALLDATA may suspend Your access immediately without notice. You will continue to be charged for Manage Online during any suspension period. ALLDATA shall have no liability to You for removing or deleting Your Data from or suspending Your access to any Manage Online as described in this section.

8.8 Customer Data Portability and Deletion. Upon request by You made within ninety (90) days after the effective date of termination or expiration of this Agreement, ALLDATA will make Your Data available for export or download in a format to be determined by ALLDATA. After such ninety (90) day period, ALLDATA will have no obligation to maintain or provide any of Your Data to You.

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AAMCO Transmissions, LLC STATE ADDENDA

EXHIBIT B TO FDD

AAMCO TRANSMISSIONS, LLC STATE ADDENDA TO FDD ITEM DISCLOSURES

ADDITIONAL DISCLOSURES FOR THE MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT OF FRANCHISOR

The following are additional disclosures for the Franchise Disclosure Document of AAMCO Transmissions, LLC required by various state franchise administrators based on the state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

No Waiver of Disclaimer of Reliance. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ILLINOIS

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

~~MARYLAND~~

~~**1.The "Summary" sections of Items 17(c), entitled Requirements for franchisee to renew or extend, and 17(m), entitled Conditions for franchisor approval of transfer, of the Disclosure Document are amended by adding the following:**~~

~~**Any general releases you sign as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.**~~

~~**2.The "Summary" section of Item 17(h), entitled "Cause" defined – non-curable defaults, of the Disclosure Document is amended by adding the following:**~~

~~**The agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we and you agree to enforce it to the extent the law allows.**~~

~~**3.The "Summary" section of Item 17(v), entitled Choice of forum, of the Disclosure Document is amended by adding the following:**~~

~~**Although you may, subject to your mediation and arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.**~~

~~**4.The "Summary" section of Item 17(w), entitled Choice of law, of the Disclosure Document is amended by adding the following:**~~

~~**Except as otherwise required by applicable law for claims arising under the Maryland Franchise Registration and Disclosure Law, the Pennsylvania law applies.**~~

~~**5.The following language is added to the end of Item 17 of the Disclosure Document:**~~

~~**Despite any contradicting provision in the Franchise Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law.**~~**MICHIGAN**

The following language is added after the "State Effective Date" page and before the "Table of Contents" page of the Disclosure Document:

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

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

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

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

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

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

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

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

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

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

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

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

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

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL. ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

State of Michigan
Office of the Attorney
General Consumer Protection
Division Attention: Franchise
Section 670 Law Building 525
West Ottawa Street Lansing,
Michigan 48913
Telephone Number: (517) 373-7117

MINNESOTA

1. The following language is added to the end of Item 13:

To the extent required by Minnesota Stat. Sec. 80C.12, Subd. 1(g), we will protect your right to use the Marks and indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.

2. The following is added at the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota. Those provisions also provide that no condition, stipulations or provision in the Franchise Agreement shall in any way abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable) the right to submit matters to the jurisdiction of the courts of Minnesota and the right to any procedure, forum or remedies that the laws of the jurisdiction provide.

Any release required as a condition of renewal or transfer/assignment will not apply to the extent prohibited by the Minnesota Franchises Law.

Minn. Rule Part 2860.4400J might prohibit a franchisee from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; or consenting to liquidated damages, termination penalties or judgment notes. However, we and you will enforce these provisions

in our Franchise Agreement to the extent the law allows.

NORTH DAKOTA

1. The "Summary" sections of Items 17(c), entitled **Requirements for franchisee to renew or extend**, and 17(m), entitled **Conditions for franchisor approval of transfer**, of the Franchise Agreement chart in the Disclosure Document are amended by adding the following:

> However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The "Summary" section of Item 17(i), entitled **Franchisee's obligations on termination/non-renewal**, of the Franchise Agreement chart in the Disclosure Document is amended by adding the following:

> The Commissioner has determined termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.

3. The "Summary" section of Item 17(u), entitled **Dispute resolution by arbitration or mediation**, of the Franchise Agreement chart in the Disclosure Document is amended by adding the following:

> However, to the extent required by the North Dakota Franchise Investment Law (unless preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree.

4. The "Summary" section of Item 17(v), entitled **Choice of Forum**, of the Franchise Agreement chart in the Disclosure Document is amended by adding the following:

> To the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

5. The "Summary" section of Item 17(w), entitled **Choice of law**, of the Franchise Agreement chart in the Disclosure Document is amended by adding the following:

> Except for Federal Arbitration Act and other federal law, North Dakota law governs.

EXEMPTION STATES

AAMCO Transmissions, LLC qualifies for, and has claimed, an exemption from registration in each of California, Maryland, New York, Virginia, and Washington. These states have franchise registration and disclosure laws that, if the law applies by its terms, may prevail over any terms of the disclosure document and/or Franchise Agreement that are inconsistent with the law. However, we and you agree to enforce the Franchise Agreement's provisions to the extent the law allows.

Exhibit C

AMENDMENT TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. § 80C., and of the Rules and Regulations promulgated thereunder by the Commissioner of Commerce, the parties to the attached FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and Franchise Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended:

a. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

b. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases): (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement; and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

c. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols, or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

d. Minnesota considers it unfair to not protect the franchisee's rights to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

e. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

f. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

g. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

h. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed this addendum as set forth below.

Date:_____, 20____

ATTEST:

- AAMCO ~~Transmissions~~TRANSMISSIONS, LLC

By:_____

_____

_____ _____

Witness Franchisee

AMENDMENT TO FRANCHISE AGREEMENT
STATE OF NORTH DAKOTA

19.1 TERMINATION

The following is added to section 19.1 of the Franchise Agreement:

Section 51-19-09, N.D.C.C. forbids liquidated damages; therefore, any section regarding liquidated damages does not apply to North Dakota franchisees.

20 COVENANT NOT-TO-COMPETE

The following is added to section 20 of the Franchise Agreement:

Covenants not to compete such as those mentioned in this section, are generally considered unenforceable in the State of North Dakota.

26 JURISDICTION

The following is added to section 26 of the Franchise Agreement:

This section shall not in any way abrogate or reduce any rights of Franchisee as provided for in the North Dakota Franchise Investment Law, Section 51-19-09, including the right to submit matters to the jurisdiction of the courts of North Dakota.

This Agreement shall be deemed to have been made within the Commonwealth of Pennsylvania and shall be interpreted according to the laws of Pennsylvania. If there is a conflict with Pennsylvania law, then this Agreement is subject to the Franchise Investment Law of the State of North Dakota, and Franchisee's rights are governed by the laws of North Dakota.

27 JURY WAIVER

The following is added to section 27 of the Franchise Agreement:

Jury Waiver such as those mentioned in this section are generally considered unenforceable in the State of North Dakota.

MEDIATION AND ARBITRATION

The following is added to section 26.3 of the Franchise Agreement:

(g) Notwithstanding the foregoing, the parties shall have the right to mutually agree upon a locale in which such arbitration hearings are to take place. These arbitration hearings will not be limited by any conflicting provision contained within this Agreement.

The following is added to the Franchise Agreement:

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with

the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed this addendum as set forth below.

Date:_____, 201___

ATTEST:

AAMCO ~~Transmissions~~TRANSMISSIONS, LLC

_____ By:_____

_____ _____

Witness Franchisee

AMENDMENT TO FRANCHISE AGREEMENT FOR USE IN CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, NEW YORK, RHODE ISLAND, VIRGINIA, WASHINGTON AND WISCONSIN

No Waiver of Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, New York, Rhode Island, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed this addendum as set forth below.

Date:_____, 201___

ATTEST: AAMCO TRANSMISSIONS, LLC

By:_____

_____

_____ _____

Witness Franchisee

LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

California

Commissioner of Financial Protection and Innovation: Toll Free: 1 (866) 275-2677

Los Angeles
320 West 4th Street, Suite 750 Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

1515 K Street, Suite 200
Sacramento, California 95814-4052
(916) 445-7205

San Diego

1350 Front Street, Rm. 2034 San Diego, California 92101-3697 (619) 525-4233

San Francisco

One Sansome Street, Suite 600 San Francisco, California 94105-2980
(415) 972-8559

CT Corporation
818 W 7th Street
Los Angeles, CA
90017

Hawaii

(for service of process)
Commissioner of Securities
Business Registration Division
Department of Commerce and Consumer Affairs 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722

(for other matters)
Commissioner of Securities
Business Registration Division
Department of Commerce and Consumer Affairs 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722

The Corporation Company, Inc.
1000 Bishop Street

Springfield, Illinois 62706
(217) 782-4465

C T Corporation System 208 South LaSalle Street Chicago, IL 60604

Indiana

(for service of process)

Indiana Secretary of State
201 State House 200
West Washington Street
Indianapolis, Indiana
46204 (317) 232-6531

(state agency)

Indiana Secretary of State
Securities Division Room
E-111 302 West
Washington Street
Indianapolis, IN 46204
(317)232-6681

Maryland

(state agency)

Office of the Attorney General-
Securities Division 200 St.
Paul Place Baltimore,
Maryland 21202-2021 (410)
576-6360

(for service of process)

Maryland Securities
Commissioner at the Office of
Attorney General- Securities
Division 200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

The Corporation Trust
Incorporated 300 East Lombard
Street Baltimore, MD 21202

Michigan

Corporations Division
Franchise P.O. Box
30054 Lansing, MI 48909
(517) 373-7117

Minnesota

Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101 (651) 296-6328

Exhibit D

North Dakota Securities Department 600 East
Boulevard Avenue State Capitol Fifth Floor Dept 414
Bismarck, North Dakota 58505-0510 (701) 328-4712

(for service of process)

Securities Commissioner
600 East Boulevard Avenue State Capitol
Fifth Floor Dept 414 Bismarck, North
Dakota 58505-0510 (701) 328-4712

C T Corporation
System 314 East Thayer
Avenue Bismarck, ND
58501

Oregon

Oregon Division of Finance and
Corporate Securities 350 Winter Street
NE, Room 410 Salem, Oregon
97301-3881 (503) 378-4387

Rhode Island

Securities Division Department of
Business Regulations 1511 Pontiac
Avenue John O. Pastore
Complex-Building 69-1 Cranston, RI
02920 (401) 462-9500

C T Corporation
System 10 Weybosset
Street Providence, RI
02903

South Dakota

(for service of process and other matters)
Division of Insurance
Securities Regulation
124 S. Euclid Ave., Suite 104 Pierre, SD
57501 (605) 773-4823

(for service of process)
C T Corporation System
319 South Coteau Street
Pierre, SD 57501

Virginia

(for service of
process)

Clerk, State Corporation
Commission 1300 East Main
Street First Floor Richmond,
Virginia 23219 (804)
371-9733

Commonwealth Legal
Services Corporation
4701 Cox Road, Suite
301 Glen Allen, VA
23060-6802

(for other matters)

State Corporation Commission Division
of Securities and Retail
Franchising 1300 East Main Street Ninth Floor
Richmond, Virginia 23219 (804) 371-9051

Washington

(for service of

process) State

of Washington
Department of Financial Institutions Securities
Division 150 Israel Road SW Tumwater,
Washington 98501

LIST OF STATE AND LOCAL LAWS

Some states have enacted laws and regulations governing how auto repair facilities are to repair or rebuild a transmission. These states are California and New York.

Some states, provinces and localities have enacted laws or regulations governing how auto repair facilities provide general automotive repair services, such as brakes, oil changes, vehicle maintenance, etc. Additionally, these states and provinces may have laws requiring auto mechanics to register, to meet certain minimum standards and/or to be certified. These include Broward County, Florida, Dade County, Florida, Hawaii, Michigan, and Washington, D.C. ~~and the province of Ontario.~~

Some states and localities have enacted laws and regulations requiring auto repair facilities to register. These are California, Connecticut, Florida, Broward County, Florida, Dade County, Florida, Hawaii, Chicago, Illinois, Michigan, Montgomery County, Maryland, Prince Georges County, Maryland, Nevada, New York, Rhode Island, Dallas, Texas and Washington, D.C.

Most states and provinces and some localities and municipalities have enacted laws or regulations governing how a receipt for auto repairs is to be prepared. They are Alaska, California, Colorado, Connecticut, Delaware, Florida, Hawaii, Illinois, Iowa, Montgomery County, Maryland, Maryland, Massachusetts, Michigan, Minnesota, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, Tennessee, City of Dallas, Texas, Utah, Virginia, Washington, Washington D.C., and Wisconsin ~~and the province of Ontario~~. Many require the posting of signs in auto repair facilities. You should check with your state's, ~~province's,~~ county's and city's consumer protection department or office for laws and regulations that may be applicable to you because you will operate an auto repair facility. ~~In the province of Ontario, the Motor Vehicle Repair Act details how an invoice is to be prepared and how customer authorizations are documented. This Act also requires the posting of a sign in your center and sets forth minimum requirements for a warranty.~~

Some states ~~and provinces~~ have enacted laws and regulations requiring individuals or businesses selling extended service contracts to register and be licensed. These states are Florida and Wyoming ~~and the provinces of Saskatchewan, British Columbia and Alberta~~.

Some states ~~and provinces~~ have enacted laws and regulations requiring that the forms used to sell service agreements contain specific provisions and disclosures. These states are Alabama, California, Iowa, Massachusetts, New York, North Carolina, Oklahoma and Texas ~~and the provinces of Alberta, British Columbia, Ontario and Saskatchewan~~. Some states also require the review and approval of extended service contracts and that the contracts contain specific provisions and disclosures. They are Arizona, Florida, Georgia, Minnesota, Mississippi, Nebraska, New Hampshire, Oregon, Utah, Washington, Wisconsin, and Wyoming~~, and the province of Saskatchewan~~.

Exhibit F List of Franchised Outlets

List of Centers as of December 31, ~~2022~~2023

Exhibit D

CenterNo	Franchisee	Address	City	~~State~~ StateAbbr
731	DAMIEN WILLIS / LINDSAY WILLIS / ELAINE KIRKLAND	1109 S QUINTARD AVE	ANNISTON	AL
11661	JAMES M. KOFSKEY	1730 CRESTWOOD BLVD.	BIRMINGHAM	AL
44121	GERD R. ANDERSON	2610 6TH AVENUE SOUTH	BIRMINGHAM	AL
8793	TERRY/TIMOTHY KENNAMORE	119 S SEMINARY ST	FLORENCE	AL
11335	MARCUS ADAMS	1007 PUTMAN DRIVE	HUNTSVILLE	AL
~~11661~~	~~JAMES M. KOFSKEY~~	~~1730 CRESTWOOD BLVD.~~	~~BIRMINGHAM~~	~~AL~~ ~~35210~~
~~25612~~	~~STEVEN J BARLEY~~	~~3017 MC FARLAND BLVD E~~	~~TUSCALOOSA~~	~~AL~~ ~~35405~~
~~44121~~	~~GERD R. ANDERSON~~	~~2610 6TH AVENUE SOUTH~~	~~BIRMINGHAM~~	~~AL~~ ~~35233~~
~~49100~~	~~SCOTT MCKEAN~~	~~940 HILLCREST ROAD~~	~~MOBILE~~	~~AL~~ ~~36695~~
58550	GERD ANDERSON	199 CHESTNUT STREET	TRUSSVILLE	AL
25612	STEVEN J BARLEY	3017 MC FARLAND BLVD E	TUSCALOOSA	AL
8724	WAYMON L HENRY	3270 N COLLEGE AVE	FAYETTEVILLE	AR
24362	GUY L. GROS	3801 KELLEY AVENUE	SPRINGDALE	AR
61560	GUY L. GROS	1519 ARKANSAS BLVD.	TEXARKANA	AR
~~810~~	~~WAYNE MARTELLA~~	~~2319 S VAL VISTA DRIVE~~	~~GILBERT~~	~~AZ~~ ~~85295~~
3270	DANIEL A. SAMRA/WAYNE MARTELLA	6151 S. MILLER RD	BUCKEYE	AZ
~~7960~~	~~WAYNE MARTELLA~~	~~2736 S. SOSSMAN RD~~	~~MESA~~	~~AZ~~ ~~85209~~
~~8672~~	~~JOHN LINDSAY JR/KEVIN~~	~~2608 N WEST STREET~~	~~FLAGSTAFF~~	~~AZ~~ ~~86004~~
14945	DAVID BANKS	6948 W. CHANDLER BLVD.	CHANDLER	AZ
44260	WAYNE MARTELLA	1880 S. ARIZONA AVENUE	CHANDLER	AZ
8672	JOHN LINDSAY JR/KEVIN	2608 N WEST STREET	FLAGSTAFF	AZ
810	WAYNE MARTELLA	2319 S VAL VISTA DRIVE	GILBERT	AZ
46102	OCTAVIO CARRILLO AND SERGIO CARRILLO	7105 N. 51ST AVE., SUITE 3	GLENDALE	AZ
46152	DUSTIN MACARTHUR & MICHAEL JEDLOWSKI	6033 W. BELL ROAD, SUITE R	GLENDALE	AZ
47103	STEPHEN (TONY) MURELL	20145 N. JOHN WAYNE PARKWAY	MARICOPA	AZ
7960	WAYNE MARTELLA	2736 S. SOSSMAN RD	MESA	AZ
49000	WAYNE MARTELLA	868 S COUNTRY CLUB DRIVE	MESA	AZ
19031	SCOTT DREGNE	14131 N RIO VISTA ~~BLVD SUITE~~BLVDSUITE 16	PEORIA	AZ
19623	SCOTT LEFKOWITZ	12036 CAVE CREEK ROAD	PHOENIX	AZ
19654	WENDEL WAGGONER/R STAFFOR	8825 N BLACK CANYON ROAD	PHOENIX	AZ
19671	DAVID BANKS	6858 W INDIAN SCHOOL ROAD	PHOENIX	AZ
19695	OCTAVIO CARRILLO AND SERGIO CARRILLO	322 W. VAN BUREN STREET	PHOENIX	AZ
46671	DUSTIN MACARTHUR/MICHAEL JEDLOWSKI	6161 S. 35TH AVE.	PHOENIX	AZ
53172	DAVID BANKS	20767 EAST MAYA ROAD	QUEEN CREEK	AZ
19740	MICHAEL ANDREWS/JAMES ANDREWS	8225 E BUTHERUS DRIVE	SCOTTSDALE	AZ
56401	MICHAEL ANDREWS/JAMES ANDREWS	2727 N SCOTTSDALE ROAD	SCOTTSDALE	AZ
25090	JAMES & MICHAEL ANDREWS	17138 N 134TH DR, STE 104	SURPRISE	AZ
25289	OCTAVIO CARRILLO AND SERGIO CARRILLO	211 WEST SOUTHERN AVENUE	TEMPE	AZ
25690	LUIS ORTIZ	3674 W INA ROAD	TUCSON	AZ
25790	LUIS ORTIZ	7120 E GOLF LINKS ROAD	TUCSON	AZ
29102	RUBEN NEVAREZ/MARIBEL ACOSTA/YESENIA MACIAS	1699 1ST AVENUE	YUMA	AZ
~~46101~~	~~CHRIS BONNIE, JOHN G. BONNIE, AND JOHN T. BONNIE~~	~~7105 N 51ST AVE., SUITE 3~~	~~GLENDALE~~	~~AZ~~ ~~85301~~
~~46152~~	~~DUSTIN MACARTHUR & MICHAEL JEDLOWSKI~~	~~6033 W. BELL ROAD, SUITE R~~	~~GLENDALE~~	~~AZ~~ ~~85308~~
~~46671~~	~~DUSTIN MACARTHUR/MICHAEL JEDLOWSKI~~	~~6161 S. 35TH AVE.~~	~~PHOENIX~~	~~AZ~~ ~~85041~~
~~47103~~	~~STEPHEN (TONY) MURELL~~	~~20145 N. JOHN WAYNE PARKWAY~~	~~MARICOPA~~	~~AZ~~ ~~85139~~
~~49000~~	~~WAYNE MARTELLA~~	~~868 S COUNTRY CLUB DRIVE~~	~~MESA~~	~~AZ~~ ~~85210~~
~~56401~~	~~MICHAEL ANDREWS/JAMES ANDREWS~~	~~2727 N SCOTTSDALE ROAD~~	~~SCOTTSDALE~~	~~AZ~~ ~~85257~~
12242	MICHAEL HADGKISS AND JAMES FINDRIK	820 NOTRE DAME DRIVE	KAMLOOPS	BC
653	JEFFREY BRAMAN	519 S. BROOKHURST STREET	ANAHEIM	CA
56200	ELSHAN HASANOV/ANYA HASANOV	411 E. 18TH STREET	ANTIOCH	CA

Exhibit D

1472 DAVID A BROYLES	890 GRASS VALLEY HIGHWAY	AUBURN	CA	95603	(530) 823-7746
1911 ERIC HAMINI	6601 WHITE LANE	BAKERSFIELD	CA	93309	661-398-0400
1920 CORTLAND CHRISTIANSEN	1401 UNION AVE	BAKERSFIELD	CA	93305	(661) 281-0307
17463 NEILL T EVANS	J F & ASSOCIATES TRANNY CORP.1108 N. HOLLYWOOD WAY	BURBANK	CA	91505	(818) 239-8120
4293 A REAM/W AMADOR	33990 DOHENY PARK RD	CAPISTRANO BEACH	CA	92624	(949) 496-1211
18523 LARRY G ADAMS	68-680 RAMON RD	CATHEDRAL CITY	CA	92234	(760) 770-7665
44403 MICHAEL HUANG	5390 RIVERSIDE DRIVE	CHINO	CA	91710	(909) 628-4858
~~4870 CHARLES FISHBURN~~	~~2263 HARBOR BLVD~~	~~COSTA MESA~~	~~CA~~	~~92626~~	~~(949) 430-0431~~
5290 DANIEL LINGEL/YARON TOV	1415 BROADWAY, SUITE #103	CHULA VISTA	CA	91911	(619) 494-5156
22262 MICHAEL CAVA	5948 AUBURN BOULEVARD	CITRUS HEIGHTS	CA	95621	(916) 344-5499
6393 WESLEY YOUNG	2096 MARKET STREET	CONCORD	CA	94520	(925) 676-8167
6531 JASON ALVAREZ AND RONALD HARADA	539 W. RINCON ST.	CORONA	CA	92880	(951) 356-9280
6698 HUAN ZHANG	968 EAST ARROW HIGHWAY	COVINA	CA	91724	(626) 966-7491
~~6716 ALLEN ASHARI~~	~~1789 S LA CIENEGA BLVD~~	~~LOS ANGELES~~	~~CA~~	~~90035~~	~~(310) 836-3930~~
7543 ANGELO P GARRUBA	8866 ROSECRANS AVE	DOWNEY	CA	90242	(562) 531-9090
8255 WALTER FABIAN VEREDA	355 N JOHNSON AVENUE	EL CAJON	CA	92020	(619) 442-0404
45061 JASON ALVAREZ	2110 AUTO PARKWAY	ESCONDIDO	CA	92029	(760) 871-4150
8613 WESLEY YOUNG	301 STATE STREET	FAIRFIELD	CA	94533	(707) 429-5606
46015 MICHAEL HUANG	14708 ARROW BOULEVARD	FONTANA	CA	92335	909-854-9904
9346 RANDEEP S SIDHU	4270 PERALTA BLVD.	FREMONT	CA	94536	(510) 796-7990
46931 JEFFREY D. BRAMAN AND ADRIAN A. MEZA	133 SOUTH EUCLID STREET	FULLERTON	CA	92832	657-217-4540
~~9508 HOUMAN KHAGHANI~~	~~23141 ORANGE AVENUE, UNIT A~~	~~LAKE FOREST~~	~~CA~~	~~92630~~	~~949-892-1553~~
9629 ENRIQUE HERNANDEZ, JR /	1444 E COLORADO STREET	GLENDALE	CA	91205	(818) 247-8024
10256 ALFONSO MARTINEZ	1520 W. PACIFIC COAST HWY	HARBOR CITY	CA	90710	(310) 325-7030
10517 THOMAS & HOLLY LY REEVES	260 N. STATE STREET	HEMET	CA	92543	(951) 652-5005
~~10603 FRANK V LONG~~	~~4603 MANHATTAN BEACH BLVD~~	~~LAWNDALE~~	~~CA~~	~~90260~~	~~(424) 374-4050~~
11262 VIJAY T DESHMUKH	7201 GARFIELD AVENUE	HUNTINGTON BEACH	CA	92648	(714) 842-8722
11557 ALLEN ASHARI	4306 W CENTURY BOULEVARD	INGLEWOOD	CA	90304	(310) 673-2480
9508 HOUMAN KHAGHANI	23141 ORANGE AVENUE, UNIT A	LAKE FOREST	CA	92630	949-892-1553
46503 HAROON TEMUERI AND SAL TEMUERI	44135 DIVISION ST.	LANCASTER	CA	93535	661-945-0800
10603 FRANK V LONG	4603 MANHATTAN BEACH BLVD	LAWNDALE	CA	90260	(424) 374-4050
~~12832 JAMES J FISHER~~	~~6696 MIRAMAR ROAD~~	~~SAN DIEGO~~	~~CA~~	~~92121~~	~~(858) 458-3569~~
~~13297 TIMOTHY W. KIESAU~~	~~8074 BROADWAY~~	~~LEMON GROVE~~	~~CA~~	~~91945~~	~~(619) 697-8311~~
~~13607 MAGGIE/APOLINAR RICO~~	~~1040 E WILLOW ST~~	~~SIGNAL HILL~~	~~CA~~	~~90755~~	~~(562) 426-6494~~
13974 MICHAEL J LONG	3029 SOUTH ST SUITE B	LONG BEACH	CA	90805	(562) 529-8333
6716 ALLEN ASHARI	1789 S LA CIENEGA BLVD	LOS ANGELES	CA	90035	(310) 836-3930

Exhibit D

~~14798~~	~~ADRIAN STUPAR~~	~~101 WEST 16TH STREET~~	~~MERCED~~	~~CA~~	~~95340~~
15131 OSVALDO & ARACELY FIERRO		1652 S MAIN STREET	MILPITAS	CA	
15955 JEROME FERGUSON AND MARIA GARCIA FERGUSON		22886 ALESSANDRO BLVD.	MORENO VALLEY	CA	
15971 ROMMEL REY/LUZ PARAN-REY		235 TENNANT AVENUE #1	MORGAN HILL	CA	
~~17463~~	~~NEILL T EVANS~~	~~J F & ASSOCIATES TRANNY CORP. 1108 N. HOLLYWOOD WAY~~	~~BURBANK~~	~~CA~~	~~91505~~
17613 EUGENE BORGIA		8603 RESEDA BOULEVARD	NORTHRIDGE	CA	
17874 KAREEM SHEIKH		3050 BROOK STREET	OAKLAND	CA	
17953 BENITO R VALENZUELA		2255 OCEANSIDE BLVD	OCEANSIDE	CA	
18362 JEFFREY BRAMAN		739 W. KATELLA ~~AVENUE SUITE~~AVENUESUITE A	ORANGE	CA	
~~18523~~	~~LARRY G ADAMS~~	~~68 680 RAMON RD~~	~~CATHEDRAL CITY~~	~~CA~~	~~92234~~
18543 SADU GOURKAR		1800 E. COLORADO BLVD.	PASADENA	CA	
46921 JEROME FERGUSON AND MARIA GARCIA FERGUSON		1406 W. HOLT AVENUE	POMONA	CA	
20941 BERT W CAVA		11195 COLOMA RD	RANCHO CORDOVA	CA	
20976 JULIE LENTO/STACY KUJAWA		8840 ARCHIBALD AVE, STE A	RANCHO CUCAMONGA	CA	
20992 LARRY G ADAMS		~~1267~~1521 W. REDLANDS BLVD.	REDLANDS	CA	
~~21150~~	~~JOHN R COPENHAVER~~	~~12156 SAN PABLO AVE~~	~~RICHMOND~~	~~CA~~	~~94805~~
21236 ANDREW REAM		3595 MARKET STREET	RIVERSIDE	CA	
21494 S GLEN CAVANAUGH		207 KENROY LANE	ROSEVILLE	CA	
~~22262~~	~~MICHAEL CAVA~~	~~5948 AUBURN BOULEVARD~~	~~CITRUS HEIGHTS~~		
~~22332~~	~~VINCENT STIMMLER, JR.~~22333 CHRISTOPHER BARRY	6441 FRANKLIN ~~BOULEVARD~~BLVD.	SACRAMENTO		
~~22530~~	~~CHARLES HSIAO~~	~~2589 E WATERLOO ROAD~~	~~STOCKTON~~		
22815 MICHAEL HUANG		365 N WATERMAN AVENUE	SAN BERNARDINO		
12832 JAMES J FISHER		6696 MIRAMAR ROAD	SAN DIEGO	CA	
22906 SAM FILIPPO		SJF TRANSMISSIONS, INC 1430 MORENA BOULEVARD	SAN DIEGO	CA	
56050 GEORGE M LOVE		1286 W SAN MARCOS BLVD	SAN MARCOS	CA	
~~23230~~	~~GREG & KIM JOHNSON~~	~~1218 OCEAN STREET~~	~~SANTA CRUZ~~	~~CA~~	~~95060~~
23465 SHANNON WONG		3241 KERNER BLVD	SAN RAFAEL	CA	
55590 JEFFREY BRAMAN		1900 E. MCFADDEN AVE.	SANTA ANA	CA	
~~23492~~	~~MARK W BEAULIEU~~	~~25845 RAILROAD AVENUE #13~~	~~SANTA CLARITA~~	~~CA~~	~~91350~~
23511 RUDY G/LOUIS SANCHEZ		333 ANACAPA ST	SANTA BARBARA	CA	
23492 MARK W BEAULIEU		25845 RAILROAD AVENUE #13	SANTA CLARITA	CA	
23230 GREG & KIM JOHNSON		1218 OCEAN STREET	SANTA CRUZ	CA	
23566 JATINDER (JAY) SINGH		1250 CLEVELAND AVENUE	SANTA ROSA	CA	
13607 MAGGIE/APOLINAR RICO		1040 E WILLOW ST	SIGNAL HILL	CA	
22530 CHARLES HSIAO		2589 E WATERLOO ROAD	STOCKTON	CA	
25263 JASON ALVAREZ AND RONALD HARADA		27516 COMMERCE CENTER DR.	TEMECULA	CA	
~~25892~~	~~MATTHEW KEARNEY~~	~~825 N. CENTRAL AVE SUITE A~~	~~UPLAND~~	~~CA~~	~~91786~~
~~26022~~	~~JAMES VILLAMANTE~~	~~3580 SONOMA BOULEVARD~~	~~VALLEJO~~	~~CA~~	~~94590~~

Exhibit D

26176	NEIL/ERIKA ALLEN	15025-A PALMDALE ROAD	VICTORVILLE	CA	92392	(760) 241-6514
26472	DEREK TINDER/S PHILLIPS	1410 AUTO CENTER DRIVE	WALNUT CREEK	CA	94597	(925) 945-1088
44403	MICHAEL HUANG	5390 RIVERSIDE DRIVE	CHINO	CA	91710	(909) 628-4858
45061	JASON ALVAREZ	2110 AUTO PARKWAY	ESCONDIDO	CA	92029	(760) 871-4150
46015	MICHAEL HUANG	14708 ARROW BOULEVARD	FONTANA	CA	92335	909-854-9904
46503	HAROON TEMUERI AND SAL TEMUERI	44135 DIVISION ST.	LANCASTER	CA	93535	661-945-0800
46921	JEROME FERGUSON AND MARIA GARCIA FERGUSON	1406 W. HOLT AVENUE	POMONA	CA	91768	909-623-6636
46931	JEFFREY D. BRAMAN AND ADRIAN A. MEZA	133 SOUTH EUCLID STREET	FULLERTON	CA	92832	657-217-4540
47001 EUGENE W BORGIA		1304 NEWBURY ROAD, SUTE A	THOUSAND OAKS	CA	91320	(805) 498-9623
25892 MATTHEW KEARNEY		825 N. CENTRAL AVESUITE A	UPLAND	CA	91786	909-985-7120
26022 JAMES VILLAMANTE		3580 SONOMA BOULEVARD	VALLEJO	CA	94590	(707) 644-2929
26177 JEROME FERGUSON AND MARIA GARCIA FERGUSON		15025-A PALMDALE ROAD	VICTORVILLE	CA	92392	760-241-6514
26472 DEREK TINDER/S PHILLIPS		1410 AUTO CENTER DRIVE	WALNUT CREEK	CA	94597	(925) 945-1088
55590	JEFFREY BRAMAN	1900 E. MCFADDEN AVE.	SANTA ANA	CA	92705	(714) 547-9431
56050	GEORGE M LOVE	1286 W SAN MARCOS BLVD	SAN MARCOS	CA	92078	760-688-7320
56200	ELSHAN HASANOV/ANYA HASANOV	411 E. 18TH STREET	ANTIOCH	CA	94509	925-481-3033
1013 RUSSELL MARR		6437 MILLER ST.	ARVADA	CO	80004	303-431-1991
1592 JOSEPH LEWIS		14871 E COLFAX AVENUE	AURORA	CO	80011	(303) 366-4842
1620	STEVEN J BERLAU	18355-A E. GIRARD AVENUE	AURORA	CO	80013	(303) 400-4842
3132	JAMES HOWREY/CASEY HOWREY 3133 CHARLES SHELLEY/JEROMIE RITZMAN/CHARLES CARPENTER	10500 HAVANA COURT COUNT – UNIT A	BRIGHTON	CO	80601	(303) 287-5181 303-287-5181
6282 MICHAEL J ANTONUCCI		432 W GARDEN OF THE GODS RD	COLORADO SPRINGS	CO	80907	(719) 599-8843
7270 ZHAOHUI MA & GUOPING LI		187 W ALAMEDA AVENUE	DENVER	CO	80223	(303) 462-2626
7770 JOSEPH LEWIS		3110 28TH ST. 50 E. CHENANGO AVE.	BOULDER ENGLEWOOD	CO	80301 80113	303-459-4037 303-399-5154
8914 DONALD SCOTT & LANCE PICKETT		3737 S MASON ST	FT COLLINS	CO	80525	(970) 226-4477
9814 CHUCK SHELLEY & JEROMIE RITZMAN		2445 29TH STREET	GREELEY	CO	80631	(970) 330-4858
12992 STEVE FIELDER		8808 W COLFAX AVENUE	LAKEWOOD	CO	80215	(303) 234-1263
13520 DANDAPANY SUNDARESAN		10168 W CHATFIELD AVE	LITTLETON	CO	80127	(303) 933-1535
13673 JOHN HANSON		1611 VISTA VIEW DRIVE	LONGMONT	CO	80504	303-651-0444
46960 DAVID A. MARTIN & DONALD H. SCOTT		1119 E. EISENHOWER BLVD.	LOVELAND	CO	80537	(970) 667-3006
17791 JOSEPH LEWIS		11450 HURON STREET	NORTHGLENN	CO	80234	(303) 451-5400
20644 SANDFORD GLATZEL		1910 W US HWY 50	PUEBLO	CO	81008	(719) 542-8040
46960	DAVID A. MARTIN & DONALD H. SCOTT	1119 E. EISENHOWER BLVD.	LOVELAND	CO	80537	(970) 667-3006
17730 STEVEN GRANDINETTI		269 MAIN AVE	NORWALK	CT	06851	(203) 846-9578
26708 SUNG BONG CHO/JIN CHO		1001 BLADENSBURG ROAD NE	WASHINGTON	DC	20002	(202) 397-7636
16791 LANE E CAREY		819 PULASKI HIGHWAY	BEAR	DE	19701	(302) 322-3454
5710 KENNETH J RICKOSKI		3111 PHILADELPHIA PIKE	CLAYMONT	DE	19703	(302) 798-3635
7480 JOHN W SNYDER		3729 N DUPONT HIGHWAY	DOVER	DE	19901	(302) 678-5660
16791	LANE E CAREY	819 PULASKI HIGHWAY	BEAR	DE	19701	(302) 322-3454
23890 CARL/ELIZABETH SCHULZE		22598 SUSSEX HWY	SEAFORD	DE	19973	(302) 856-1500
775 BRANDON WOODS		1009 E SEMORAN BLVD	APOPKA	FL	32703	(407) 886-6002
44040 KEVIN SABBIDES		25090 BERNWOOD DRIVE	BONITA SPRINGS	FL	34135	(239) 992-2626
2792	ROBERT SANCHEZ	1429 W BRANDON BLVD	BRANDON	FL	33511	(813) 681-5596
2915 PIERO & JUAN GROBLER		2801 CORTEZ ROAD W	BRADENTON	FL	34207	(941) 753-6050

Exhibit D

2792 ROBERT SANCHEZ	1429 W BRANDON BLVD	BRANDON	FL	33511	(813) 681-5596	
44160 WILLIAM W. FARLEY	1437 DEL PRADO BLVD. S.	CAPE CORAL	FL	33990	(239) 772-5553	
45170 PHIL ESPOSITO	8250 SOUTH US HIGHWAY 17-92	CASSELBERRY	FL	32730	407-339-3017	
5754 DAVID SPRING	201 S MARTIN LURTHER KING JR AVE.	CLEARWATER	FL	33756	(727) 447-3431	
~~5771~~	~~MICHAEL EDWARDS~~	~~125 NE 23RD AVE, SUITE E~~	~~GAINESVILLE~~	~~FL~~	~~32609~~	~~(352) 378-7288~~
~~7174~~	~~RICHARD TODD~~	~~460 S WOODLAND BLVD~~	~~DELAND~~	~~FL~~	~~32720~~	~~(386) 738-5065~~
7591 SALVATORE MINOSH	27989 US HWY 19 N	CLEARWATER	FL	33761	(727) 796-7878	
59040 JACK A KIRK II & JACK A KIRK III	800 WEST KING STREET	COCOA	FL	32922	(321) 261-0605	
7720 ROBERT A GOLDBERG	134 MASON AVENUE	DAYTONA BEACH	FL	32117	(386) 253-7668	
7174 RICHARD TODD	460 S WOODLAND BLVD	DELAND	FL	32720	(386) 738-5065	
15241 MOTI DRORI	1801 W. ATLANTIC AVE #C2	DELRAY BEACH	FL	33444	(561) 243-8533	
8876 LEE AND KEVA KONSKER	1821 S STATE ROAD 7	FORT LAUDERDALE	FL	33317	(954) 584-5440	
28024 LEE/KEVA KONSKER	2767 N DIXIE HIGHWAY	FORT LAUDERDALE	FL	33334	(954) 567-3354	
~~9124~~	~~JASON SANTIAGO~~	~~3821 S US 1~~	~~FORT PIERCE~~	~~FL~~	~~34982~~	~~(772) 465-5586~~
9175 WILLIAM W. FARLEY	12860 KENWOOD LANE	FORT MYERS	FL	33907	239-939-5200	
46171 WILLIAM W. FARLEY	2525 FOWLER ST.	FORT MYERS	FL	33901	(239) 334-7776	
9124 JASON SANTIAGO	3821 S US 1	FORT PIERCE	FL	34982	(772) 465-5586	
45460 JOSHUA NOVAK AND DAVID AVERY	202 RACETRACK ROAD, NE.	FORT WALTON BEACH	FL	32547	850-244-2284	
5771 MICHAEL EDWARDS	125 NE 23RD AVE, SUITE E	GAINESVILLE	FL	32609	(352) 378-7288	
10528 PETER R CABRERA,JR/PETER	420 WEST 29TH STREET	HIALEAH	FL	33012	(305) 887-4309	
11784 JOHN W. THOMAS, JR.	10691 BISCAYNE BOULEVARD	JACKSONVILLE	FL	32218	904-757-5106	
11812 JOHN W. THOMAS, JR.	8721 ATLANTIC BLVD.	JACKSONVILLE	FL	32211	904-724-1477	
11833 DEAN A BLACK	10022 SAN JOSE BLVD	JACKSONVILLE	FL	32257	(904) 262-2900	
11866 JASON BUTLER	7532 103RD STREET	JACKSONVILLE	FL	32210	(904) 772-7557	
12677 DAVID ALLEN	101 E VINE STREET	KISSIMMEE	FL	34744	(407) 846-3777	
~~12771~~	~~JASON SANTIAGO~~	~~4453 TODD STREET~~	~~LAKE WORTH~~	~~FL~~	~~33461~~	~~(561) 965-6229~~
12946 ROGER GILLESPIE	1320 10TH STREET	LAKE PARK	FL	33403	561-848-6994	
12771 JASON SANTIAGO	4453 TODD STREET	LAKE WORTH	FL	33461	(561) 965-6229	
46420 IAN DANIEL	1301 WEST MEMORIAL BLVD	LAKELAND	FL	33815	(863) 683-7511	
27410 DON MOOK	4907 N UNIVERSITY DRIVE	LAUDERHILL	FL	33351	(954) 742-0900	
20216 LEE/KEVA KONSKER	3300 N FEDERAL HWY	LIGHTHOUSE POINT	FL	33064	(954) 946-6993	
14672 STEVEN M SMITH	705 E HIBISCUS BOULEVARD	MELBOURNE	FL	32901	(321) 723-4801	
15125 ROGELIO LOPEZ	7247 SW 40TH STREET	MIAMI	FL	33125	305-264-1009	
~~15241~~	~~MOTI DRORI~~	~~1801 W. ATLANTIC AVE #C2~~	~~DELRAY BEACH~~	~~FL~~	~~33444~~	~~(561) 243-8533~~
16299 DAN & DAVE VARANO	3030 DAVIS BOULEVARD	NAPLES	FL	34104	(239) 262-7109	
17970 ROBERT A GOLDBERG	661 SW 17TH LOOP	OCALA	FL	34471	(352) 369-9928	
18325 JASON BUTLER	356 BLANDING BOULEVARD	ORANGE PARK	FL	32073	(904) 272-7166	
18359 CHARLES W RILEY	C&M RILEY INC. 5527 W COLONIAL DRIVE	ORLANDO	FL	32808	(407) 295-0243	
~~18384~~	~~CHARLES RILEY~~	~~5695 S ORANGE BLOSSOM TRL~~	~~ORLANDO~~	~~FL~~	~~32839~~	~~(407) 851-8266~~
18456 CURTISS KINARD	6304 E. COLONIAL DRIVE	ORLANDO	FL	32807	(407) 277-3310	
45581 RICHARD HINKLE	21929 PANAMA CITY BEACH PARKWAY, UNIT #1	PANAMA CITY	FL	32413	(850) 588-1186	

Exhibit D

18657	JOSHUA NOVAK AND DAVID AVERY	5655 N DAVIS HIGHWAY	PENSACOLA	FL	32503	850-477-2500	
19520	DON "TONY" GORDON	9880 PINES BOULEVARD	PEMBROKE PINES	FL	33024	(954) 438-4111	
18657	JOSHUA NOVAK AND DAVID AVERY	5655 N DAVIS HIGHWAY	PENSACOLA	FL	32503	850-477-2500	
20123	ROBERT SANCHEZ	2908 JAMES L REDMAN PARKWAY	PLANT CITY	FL	33566	(813) 752-2565	
20216	LEE/KEVA KONSKER	3300 N FEDERAL HWY	LIGHTHOUSE POINT	FL	33064	(954) 946-6993	
20324	WILLIAM W. FARLEY	1182 TAMIAMI TRAIL UNITTRAILUNIT 1	PORT CHARLOTTE	FL	33953	(941) 625-0900	
57320	THAI VANG	7010 RIDGE ROAD	PORT RICHEY	FL	34668	727-807-3331	
21687	JOHN W THOMAS JR.	2664 US 1 SOUTH	ST AUGUSTINE	FL	32086	(904) 797-5000	
22144	LEWIS J. DANIEL AND IAN DANIEL	3353 5TH AVENUE SOUTH	SAINT PETERSBURG	FL	33712	727-321-8586	
23163	JEFFREY T MURPHY	2890 S ORLANDO DRIVE	SANFORD	FL	32773	(407) 322-0564	
23639	IAN MCHARDY	2228 N WASHINGTON AVENUE	SARASOTA	FL	34234	(941) 366-6715	
56304	DALLAS A. COUNCIL	2856 CLARK ROAD	SARASOTA	FL	34231	(941) 922-7607	
21687	JOHN W THOMAS JR.	2664 US 1 SOUTH	ST AUGUSTINE	FL	32086	(904) 797-5000	
25023	CURTISS & SARA RASMUSSEN/JAY ESTABROOKE	2973 SE FEDERAL HWY	STUART	FL	34994	(772) 283-4110	
57250	LEEROY PAFFORD/J HUSEMAN	2516 WEST TENNESSEE ST	TALLAHASSEE	FL	32304	(850) 692-2363	
25206	SCOTT W LAMEIER	5802 S DALE MABRY HWY	TAMPA	FL	33611	(813) 251-1040	
25227	JOSE FERNANDEZ	3019 W HILLSBOURGH AVE	TAMPA	FL	33614	(813) 877-9507	
25242	ROSS ALI AJAMI AND ALI CHARARA	11612 FLORIDA AVE.	TAMPA	FL	33612	813-935-7677	
25314	JIM PERONE	610 CHENEY HIGHWAY	TITUSVILLE	FL	32780	(321) 268-2626	
26273	DALLAS A COUNCIL	299 US 41 BYPASS SOUTH	VENICE	FL	34285	(941) 488-4411	
27410	DON MOOK/STEVE RADULOVICH	4907 N UNIVERSITY DRIVE	LAUDERHILL	FL	33351	(954) 742-0900	
27472	SAM PIRAPAKARAN	845 N MILITARY TRAIL #1	WEST PALM BEACH	FL	33415	(561) 689-6235	
28024	LEE/KEVA KONSKER	2767 N DIXIE HIGHWAY	FORT LAUDERDALE	FL	33334	(954) 567-3354	
28193	CHRIS SULLIVAN	1641 3RD STREET SW	WINTER HAVEN	FL	33880	(863) 293-3139	
29421	MARK LERMAN	6250 GALL BOULEVARD	ZEPHYRHILLS	FL	33542	(813) 715-4986	
44040	KEVIN SABBIDES	25090 BERNWOOD DRIVE	BONITA SPRINGS	FL	34135	(239) 992-2626	
45170	PHIL ESPOSITO	8250 SOUTH US HIGHWAY 17-92	CASSELBERRY	FL	32730	407-339-3017	
45460	JOSHUA NOVAK AND DAVID AVERY	202 RACETRACK ROAD, NE.	FORT WALTON BEACH	FL	32547	850-244-2284	
45581	RICHARD HINKLE	21929 PANAMA CITY BEACH PARKWAY, UNIT #1	PANAMA CITY	FL	32413	(850) 588-1186	
46171	WILLIAM W. FARLEY	2525 FOWLER ST.	FORT MYERS	FL	33901	(239) 334-7776	
46420	IAN DANIEL	1301 WEST MEMORIAL BLVD	LAKELAND	FL	33815	(863) 683-7511	
56304	DALLAS A. COUNCIL	2856 CLARK ROAD	SARASOTA	FL	34231	(941) 922-7607	
57250	LEEROY PAFFORD/J HUSEMAN	2516 WEST TENNESSEE ST	TALLAHASSEE	FL	32304	(850) 692-2363	
59040	JACK A KIRK II & JACK A KIRK III	800 WEST KING STREET	COCOA	FL	32922	(321) 261-0605	
1282	ROBERT L BARRON	2110 & 2120 W BROAD ST	ATHENS	GA	30606	(706) 543-1790	
8007	NICHOLAS PULLANO	2609 NORTH CHURCH ST.	ATLANTA	GA	30344	404-766-7555	
1321	JAMES CHESS	5408 BUFORD HIGHWAY	DORAVILLE	GA	30340	(470) 275-5916	
3805	JOHN W THOMAS JR	4396 HIGHWAY 40 EAST	SAINT MARYS	GA	31558	(912) 882-1700	
4681	GUILHERME LEITE	9177B KNOX BRIDGE HIGHWAY	CANTON	GA	30114	(770) 704-7776	
6220	ERWIN M JENKINS	1400 52ND STREET	COLUMBUS	GA	31904	(706) 324-4772	
6374	ALLEN ZHOU6375 HUI KANG	1662 HIGHWAY 138 NNE	CONYERS	GA	30012300 13	(770) 388-7000 770-388-7000	
6770	JAMES AIKEN/J CUNNINGHAM	100 GREENFIELD DRIVE	CUMMING	GA	30041	(770)	

Exhibit D

				0	887-0047
46411 DAVID E ALLEN	2490 MACLAND ROAD	DALLAS	GA	30157	(678) 439-6119
7093 EDWARD J BURT	4842 COVINGTON HWY	DECATUR	GA	30035	(404) 288-4350
7105 CHRISTOPHER K CREARY	2968-E NORTH DECATUR ROAD	DECATUR	GA	30033	(404) 299-7810
1321 JAMES CHESS	5408 BUFORD HIGHWAY	DORAVILLE	GA	30340	(470) 275-5916
7570 GARY L ROWE	2048 FAIRBURN RD	DOUGLASVILLE	GA	30135	(770) 947-8357
7641 STEPHEN P. OREHOSKY / PAUL OREHOSKY	2530 PLEASANT HILL ROAD	DULUTH	GA	30096	(770) 622-1230
46111 DANE BROWN	100 RAINBOW WAY	FAYETTEVILLE	GA	30214	(770) 461-3007
~~8007~~ ~~NICHOLAS PULLANO~~	~~2609 NORTH CHURCH ST.~~	~~ATLANTA~~	~~GA~~	~~30344~~	~~404-766-7555~~
13831 JAMES CHESS	500 W PIKE STREET	LAWRENCEVILLE	GA	30046	(770) 962-3565
14231 GARY KEEFE	453 PINE STREET	MACON	GA	31201	(478) 750-0090
14555 MARK A MCGREGOR	1702 COBB PKWY	MARIETTA	GA	30060	(770) 952-6400
14743 ROBERT A MITCHELL/ROBERT S. MITCHELL/ISAAC BABAJIDE	796 HAMPTON ROAD	MC DONOUGH	GA	30253	(678) 432-3886
16882 GREGORY C. MCBRIDE	30 TOWER PLACE	NEWNAN	GA	30263	(770) 253-1990
3805 JOHN W THOMAS JR	4396 HIGHWAY 40 EAST	SAINT MARYS	GA	31558	(912) 882-1700
46380 MICAH E. WELLS	5912 OGEECHEE ROAD	SAVANNAH	GA	31419	912-201-3533
24682 MAJID MEHDIKHANI	4730 GA HIGHWAY 20	SUGAR HILL	GA	30518	(770) 271-1032
28424 GARY D GILBERT	9880 MAIN STREET, STE 104	WOODSTOCK	GA	30188	(770) 516-7110
~~46111~~ ~~DANE BROWN~~	~~100 RAINBOW WAY~~	~~FAYETTEVILLE~~	~~GA~~	~~30214~~	~~(770) 461-3007~~
~~46380~~ ~~MICAH E. WELLS~~	~~5912 OGEECHEE ROAD~~	~~SAVANNAH~~	~~GA~~	~~31419~~	~~912-201-3533~~
~~46411~~ ~~DAVID E ALLEN~~	~~2490 MACLAND ROAD~~	~~DALLAS~~	~~GA~~	~~30157~~	~~(678) 439-6119~~
4303 JAMES R/TODD M SCHULTZ	1740 16TH AVE SW	CEDAR RAPIDS	IA	52404	(319) 366-2725
7470 MARK MCCOY	7420 UNIVERSITY AVE.SUITE C	CLIVE	IA	50325	(515) 277-6488
6654 CASEY/CHARLES VELINSKY	1600 AVENUE A	COUNCIL BLUFFS	IA	51501	(712) 328-3818
7346 MICHAEL BALZER	3416 SE 14TH STREET	DES MOINES	IA	50320	515-280-6465
~~7470~~ ~~MARK MCCOY~~	~~7420 UNIVERSITY AVE, SUITE C~~	~~CLIVE~~	~~IA~~	~~50325~~	~~(515) 277-6488~~
14583 MICHAEL D BORCHARDT	311 5TH STREET SW	MASON CITY	IA	50401	(641) 423-7660
2742 MARK J MUNSON/DAVID B. MCCASHLAND	3401 W. STATE STREET	BOISE	ID	83703	(208) 342-3569
2883 SHAY HEWARD AND KIRA HEWARD	8486 FAIRVIEW AVENUE	BOISE	ID	83704	208-322-7100
6642~~J.~~ J. KYLE REBER	415 N. 3RD STREET	COEUR DALENE	ID	83814	208-664-1402
51012 SCOTT REECE	705 12TH AVENUE ROAD	NAMPA	ID	83686	208-546-3221
25732 LOREN BAKER	808 CHENEY DRIVE	TWIN FALLS	ID	83301	(208) 734-6425
~~51012~~ ~~SCOTT REECE~~	~~705 12TH AVENUE ROAD~~	~~NAMPA~~	~~ID~~	~~83686~~	~~208-546-3221~~
942 ALAN E SELIG	400 W NORTHWEST HWY	ARLINGTON HTS	IL	60004	(847) 577-0707
1642 IQBAL ANWAR/RAHAT BARI	1315 NORTH LAKE STREET	AURORA	IL	60506	(630) 896-5700
2650 ROBERT PERSCHALL	321 SOUTH MAIN ST	BLOOMINGTON	IL	61701	(309) 828-3337
~~4860~~ ~~ED WRISTEN/T ERWIN~~	~~7218 VIRGINIA ROAD~~	~~CRYSTAL LAKE~~	~~IL~~	~~60014~~	~~(815) 261-9558~~
5213 ADAN PELAYO	12307 S HALSTED STREET	CHICAGO	IL	60628	(773) 568-4747
5352 DALE J MUELLER	AAMCO TRANSMISSIONS 2001 S CICERO AVE	CICERO	IL	60804	(708) 656-8787
44430 DALE MUELLER AND MICHAEL MUELLER	1800 NORTH LARKIN AVENUE	CREST HILL	IL	60403	(815)

Exhibit D

					3	741-0200
4860 ED WRISTEN/T ERWIN	7218 VIRGINIA ROAD	CRYSTAL LAKE	IL	6001 4	(815) 261-9558	
9471 DALE MUELLER AND MICHAEL MUELLER	420-C ROOSEVELT ROAD	GLEN ELLYN	IL	6013 7	(630) 545-2900	
13362 DALE J MUELLER	AAMCO TRANSMISSIONS 1406 N MILWAUKEE AVE	LIBERTYVILLE	IL	6004 8	(847) 367-7950	
~~17916~~	~~VISHAL AGGARWAL/RIKIN GANDHI/AMANDA AGGARWAL/NEHA GANDHI~~ 17917 SETH M. STEVENSON	311 MADISON STREET	OAK PARK	IL	603 02	708-383-368 0
18791 DONALD L SEARS/PERRY L	512 NE JEFFERSON	PEORIA	IL	6160 3	(309) 676-0707	
27107 DALE J MUELLER	AAMCO TRANSMISSIONS 69 S GREEN BAY RD	WAUKEGAN	IL	6008 5	(847) 336-4150	
44460 G. MATTHEW BURTON	3075 CENTRAL AVENUE	COLUMBUS	IN	4720 3	812-671-9892	
8542 JEREMY CARTER	4957 OAK GROVE ROAD	EVANSVILLE	IN	4771 5	812-471-5600	
11524 NICHOLAS E. DEEM	8516 N MICHIGAN ROAD	INDIANAPOLIS	IN	4626 8	(317) 872-9457	
11581 NICHOLAS E. DEEM	8141 N. CRAIG ST	INDIANAPOLIS	IN	4625 0	(317) 845-1744	

~~44430~~	~~DALE MUELLER AND MICHAEL MUELLER~~	~~1800 NORTH LARKIN AVENUE~~	~~CREST HILL~~	~~IL~~	~~60403~~	~~(815) 741-0200~~
~~8541~~	~~RANDELL S GREEN~~	~~4957 OAK GROVE ROAD~~	~~EVANSVILLE~~	~~IN~~	~~47715~~	~~(812) 471-5600~~
~~11524~~	~~NICHOLAS E. DEEM~~	~~8516 N MICHIGAN ROAD~~	~~INDIANAPOLIS~~	~~IN~~	~~46268~~	~~(317) 872-9457~~
~~11581~~	~~NICHOLAS E. DEEM~~	~~8141 N. CRAIG ST~~	~~INDIANAPOLIS~~	~~IN~~	~~46250~~	~~(317) 845-1744~~
~~44460~~	~~G. MATTHEW BURTON~~	~~3075 CENTRAL AVENUE~~	~~COLUMBUS~~	~~IN~~	~~47203~~	~~812-671-9892~~
48710 ADAN PELAYO	1760 WEST 81ST AVENUE	MERRILLVILLE	IN	4641 0	(219) 769-2061	
58001 MARC SHUDNOW	3020 SOUTH SIXTH ST.	TERRE HAUTE	IN	4780 2	(812) 234-8400	
52120 CHAD RAYMOND	1112 N. ROGERS ROAD	OLATHE	KS	6606 2	913-782-8866	
14883 TIMOTHY COOLEY	7903 METCALF AVENUE	OVERLAND PARK	KS	6620 4	(913) 677-2911	
46330 CHAD RAYMOND	2221 TULANE AVENUE	SALINA	KS	6740 1	785-404-1015	
58300 CHAD RAYMOND	2740 S. KANSAS AVE, SUITE A	TOPEKA	KS	6661 1	785-450-1440	
27760 CHAD RAYMOND	703 N WEST STREET	WICHITA	KS	6720 3	(316) 942-0360	
27770 CHAD RAYMOND	2490 S MERIDIAN AVENUE	WICHITA	KS	6721 7	(316) 558-8412	
27780 CHAD RAYMOND	901 S WOODLAWN BLVD	WICHITA	KS	6721 8	(316) 260-3434	
27790 CHAD RAYMOND	10301 W. 13TH STREET	WICHITA	KS	6721 2	(316) 721-8008	

~~46330~~	~~CHAD RAYMOND~~	~~2221 TULANE AVENUE~~	~~SALINA~~	~~KS~~	~~67401~~	~~785-404-1015~~
~~52120~~	~~CHAD RAYMOND~~	~~1112 N. ROGERS ROAD~~	~~OLATHE~~	~~KS~~	~~66062~~	~~913-782-8866~~
~~58300~~	~~CHAD RAYMOND~~	~~2740 S. KANSAS AVE, SUITE A~~	~~TOPEKA~~	~~KS~~	~~66611~~	~~785-450-1440~~
~~6977~~	~~FRED S EBBERT~~	~~3210 DIXIE HWY~~	~~ERLANGER~~	~~KY~~	~~41018~~	~~(859) 344-8858~~
7490 RUSTY BRAY	1537 HUSTONVILLE RD.	DANVILLE	KY	4042 2	(859) 629-3613	
6977 FRED S EBBERT	3210 DIXIE HWY	ERLANGER	KY	4101 8	(859) 344-8858	
13354 BRIAN LUNDBORG	1110 WINCHESTER ROAD	LEXINGTON	KY	4050 5	(859) 255-5566	
46773 BRIAN LUNDBORG	1222 SOUTH BROADWAY	LEXINGTON	KY	4050 4	(859) 254-0074	
14016 HERBERT SCALES IV	6309 PRESTON HIGHWAY	LOUISVILLE	KY	4021 9	(502) 966-5166	
14034 JOHN SUMMERS	126 BRECKENRIDGE LANE	LOUISVILLE	KY	4020 7	(502) 896-2193	

~~46045~~	~~GARRY E BOLING~~	~~267 FLANAGAN STATION ROAD~~	~~WINCHESTER~~	~~KY~~	~~40391~~	~~859-744-4488~~
~~46773~~	~~BRIAN LUNDBORG~~	~~1222 SOUTH BROADWAY~~	~~LEXINGTON~~	~~KY~~	~~40504~~	~~(859) 254-0074~~
46851 LAWRENCE E ARNOLD IV	11696 DIXIE HIGHWAY	LOUISVILLE	KY	4027	(502)	

Exhibit D

					2	933-4747
55501 RUSTY BRAY	~~215 S PORTER DRIVE~~3303 IRVINE ROAD	RICHMOND	KY	4047 5	(859) 623-2399
46046 RUSTY BRAY	267 FLANAGAN STATION ROAD	WINCHESTER	KY	4039 1	859-744-4488
2356 EARL J. ROUX	4310 FLORIDA BLVD.	BATON ROUGE	LA	7080 6	225-926-8204
3120 MITCH COBB	14140 COURSEY BLVD	BATON ROUGE	LA	7081 7	(225) 752-0081
10221 JANEL ZINNA/PAUL A HERRY	2810 W. CHURCH ST.	HAMMOND	LA	7040 1	985-981-6176
13010 GORDON R TUGWELL	322 E. PRIEN LAKE ROAD	LAKE CHARLES	LA	7060 1	(337) 477-4008
44353 MICHAEL PEDERSEN, JR.	125 CAMBRIDGE STREET	CHARLESTOWN	MA	0212 9	617-242-2011
17592 LISA ZINE AND B. MECHELLE MCWILLIAM	172 WEST MAIN ST.	NORTON	MA	0276 6	508-285-6695
2983 JOHN PARLA	740 AMERICAN LEGION HWY	ROSLINDALE	MA	0213 1	(617) 327-2000
~~17591~~ ~~DAVID ANGEL/TENA ANGEL~~	~~404 EAST WASHINGTON ST~~	~~NORTH ATTLEBORO~~	~~MA~~	~~02760~~	~~(508) 695-1366~~
28053 ANGELO M CIANO	520 MAIN STREET	WILMINGTON	MA	0188 7	(978) 657-5470
~~44353~~ ~~MICHAEL PEDERSEN, JR.~~	~~125 CAMBRIDGE STREET~~	~~CHARLESTOWN~~	~~MA~~	~~02129~~	~~617-242-2011~~
~~60200~~ ~~DAVID AND TENA ANGEL~~	~~7 DONLAN ST~~	~~GARDNER~~	~~MA~~	~~01440~~	~~978-410-7397~~
~~2004~~ ~~CHARLES R O'DELL~~	~~7423 RITCHIE HWY~~	~~GLEN BURNIE~~	~~MD~~	~~21061~~	~~(410) 590-0070~~
2152 EUGENE WOOD	7400 HARFORD ROAD	BALTIMORE	MD	2123 4	(410) 444-7710
2253 JOSEPH M PRIETO	5701 PULASKI HWY	BALTIMORE	MD	2120 5	(410) 483-1212
6182 MOHAMMAD R GANJEI	6425A BALTIMORE NATIONAL PIKE	CATONSVILLE	MD	2122 8	(410) 869-1524
9231 MICHAEL A DUCKER	5870 URBANA PIKE	FREDERICK	MD	2170 4	(301) 696-2222
9442 KEUN H. KIM	EMERALD AUTOMOTIVE LLC. 19211 CHENNAULT WAY, UNIT E	GAITHERSBURG	MD	2087 9	(301) 977-2700
2004 CHARLES R O'DELL	7423 RITCHIE HWY	GLEN BURNIE	MD	2106 1	(410) 590-0070
10052~~DENNIS L REPP AND~~ JEREMY L REPP	119 E OAK RIDGE DR	HAGERSTOWN	MD	2174 0	(301) 733-4510
~~13134~~ ~~NIRMAL THOMAS~~	~~7596 ANNAPOLIS ROAD~~	~~LANHAM/SEABROOK~~	~~MD~~	~~20706~~	~~(301) 459-5100~~
13163 MOHAMMAD R GANJEI	20 WASHINGTON BLVD	LAUREL	MD	2070 7	(301) 776-5944
13280 CARL G MEREWITZ	45870 MILLSTONE LANDING R	LEXINGTON PARK	MD	2065 3	(301) 862-0028
20933 GAGANDEEP SINGH/M KAUR	8709 1/2 LIBERTY ROAD	RANDALLSTOWN	MD	2113 3	(410) 922-4600
21571 KEUN H & SHINA KIM	MILESTONE AUTOMOTIVE GROUP INC. 818 ROCKVILLE PIKE	ROCKVILLE	MD	2085 2	(301) 424-5313
23906 TEHETENA HAILU	8129 GEORGIA AVENUE	SILVER SPRING	MD	2091 0	(301) 585-0710
26481 MANUEL BOLUDA	2455 OLD WASHINGTON RD	WALDORF	MD	2060 1	(301) 645-6055
20481 PETER CONTINI	429 WARREN AVENUE	PORTLAND	ME	0410 3	(207) 797-7850
12222 RICARDO NAVARRETE-MENDEZ	541 PORTAGE STREET	KALAMAZOO	MI	4900 7	269-345-1139
26650 BRETT A. GARRISON	5923 E. 14 MILE ROAD	STERLING HEIGHTS	MI	48312	(586) 552-8515
781 BRETT A GARRISON	2244 ELLSWORTH ROAD	YPSILANTI	MI	48197	(734) 528-2800
46451 JARED L. KLAHSEN	10921 EXCELSIOR BLVD #117	HOPKINS	MN	55343	(952) 943-0094
~~781~~ ~~BRETT A GARRISON~~	~~2244 ELLSWORTH ROAD~~	~~YPSILANTI~~	~~MI~~	~~48197~~	~~(734) 528-2800~~
~~12221~~ ~~HELEN L BOGATSCHOW~~	~~H L B ENTERPRISES, INC. 541 PORTAGE ST~~	~~KALAMAZOO~~	~~MI~~	~~49007~~	~~(269) 345-1139~~
~~26650~~ ~~BRETT A. GARRISON~~	~~5923 E. 14 MILE ROAD~~	~~STERLING HEIGHTS~~	~~MI~~	~~48312~~	~~(586) 552-8515~~
~~9097~~ ~~JARED L. KLAHSEN~~	~~940 OSBORNE ROAD~~	~~MINNEAPOLIS~~	~~MN~~	~~55432~~	~~763-786-7846~~
~~14454~~ ~~BRIAN L HIATT~~	~~ATS CORP. – MAPLEWOOD 1905 E COUNTY ROAD D~~	~~MAPLEWOOD~~	~~MN~~	~~55109~~	~~(651) 777-4905~~
14492 KEVIN A DAUER	1676 MADISON AVE	MANKATO	MN	5600 1	(507) 625-2851
14454 BRIAN L HIATT	ATS CORP. – MAPLEWOOD1905 E COUNTY ROAD D	MAPLEWOOD	MN	55109	(651)

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							777-4905
9097 JARED L. KLAHSEN	940 OSBORNE ROAD	MINNEAPOLIS	MN	55432	763-786-7846
15451 WALTER/TRAVIS WHITNEY	5231 W BROADWAY	MINNEAPOLIS	MN	55429	(763) 535-3112
~~46451~~	~~JARED L. KLAHSEN~~	~~10921 EXCELSIOR BLVD #117~~	~~HOPKINS~~	~~MN~~	~~55343~~	~~(952) 943-0094~~
981 BRETT MILLER/ROBERT MILLER/DEBBY KLUEPFEL	3875 W OUTER ROAD	ARNOLD	MO	63010	(636) 296-9800
2140 R/B MILLER & D KLUEPFEL	15475 MANCHESTER ROAD	BALLWIN	MO	63011	(636) 227-8423
2970 AMARJIT & HARBANS SINGH	1200 SOUTHWEST QUARRY RD	BLUE SPRINGS	MO	64015	(816) 228-5170
52110 CHAD RAYMOND	2319 LEES SUMMIT ROAD	INDEPENDENCE	MO	64055	816-833-4455
58310 CHAD RAYMOND	1200 S. NOLAND ROAD	INDEPENDENCE	MO	64055	(816) 252-3366
60060 GUY L. GROS	1501 E. 4TH STREET	JOPLIN	MO	64801	417-553-0173
12282 CHAD RAYMOND	7683 NW PRAIRIE VIEW ROAD	KANSAS CITY	MO	64151	(816) 410-0837
46490 HELMUT DERRA	5730 TROOST AVENUE	KANSAS CITY	MO	64110	816-363-3888
12404 TIMOTHY COOLEY	321 SE DOUGLAS STREET	LEE'S SUMMIT	MO	64063	(816) 523-5588
18313 DYLAN CHANDLER	11323 MIDLAND BLVD.	SAINT LOUIS	MO	63114	(314) 396-2671
22122 RICHARD E SCHOLLE	3625 HARVESTER ROAD	ST. CHARLES	MO	63303	(636) 926-0448
27263 DYLAN CHANDLER	15282 VETERANS MEMORIAL	WENTZVILLE	MO	63385	(636) 445-5122
~~52110~~	~~CHAD RAYMOND~~	~~2319 LEES SUMMIT ROAD~~	~~INDEPENDENCE~~	~~MO~~	~~64055~~	~~816-833-4455~~
~~58310~~	~~CHAD RAYMOND~~	~~1200 S. NOLAND ROAD~~	~~INDEPENDENCE~~	~~MO~~	~~64055~~	~~(816) 252-3366~~
~~60060~~	~~GUY L. GROS~~	~~1501 E. 4TH STREET~~	~~JOPLIN~~	~~MO~~	~~64801~~	~~417-553-0173~~
10441 WILLIAM LAMBERT/J CARTER	2101 W PINE ST	HATTIESBURG	MS	39402	(601) 264-4500
10640 WILLIAM LAMBERT/J CARTER	109 MAYFAIR ROAD	HATTIESBURG	MS	39402	(601) 264-7400
11712 WILLIAM L. ARNOLD / MACKENZIE L. ARNOLD / MACK L. LOWERY	111 BRIARWOOD DR/N STATE	JACKSON	MS	39206	(601) 362-1823
13214 JAMES B CARTER	1240 ELLISVILLE BLVD	LAUREL	MS	39440	(601) 425-3103
5432 JOSEPH HUCKS / DYLAN SCHOFF	1615 WALNUT ST.	CARY	NC	27511	919-303-9644
4437 JON GUCKENBERGER	10120 ALBEMARLE ROAD	CHARLOTTE	NC	28227	(704) 573-7189
44800 GUILLERMO AHUMADA / DEREK CARPENTER / VINAY GOWDA	2105 E. NC HIGHWAY 54, SUITE 5	DURHAM	NC	27713	919-493-2300
~~4457~~	~~MICHAEL J COTTON~~	~~2413 S. TRYON STREET~~	~~CHARLOTTE~~	~~NC~~	~~28203~~	~~(704) 334-5319~~
~~5432~~	~~JOSEPH HUCKS / DYLAN SCHOFF~~	~~1615 WALNUT ST.~~	~~CARY~~	~~NC~~	~~27511~~	~~919-303-9644~~
8641 DEREK CARPENTER	1047 BRAGG BOULEVARD	FAYETTEVILLE	NC	28301	910-864-3277
28330 GUILLERMO AHUMADA / DEREK CARPENTER / VINAY GOWDA	610 N. MAIN STREET	FUQUAY VARINA	NC	27526	919-577-1055
20880 GUILLERMO E AHUMADA	546 DYNAMIC DRIVE	GARNER	NC	27529	(919) 779-1778
~~9485~~	~~KEVIN S. LYLE~~ 9486 GUILLERMO AHUMADA / CHAD WHALLS / VINAY GOWDA	225 E. GARRISON BLVD.	GASTONIA	NC	28052	704-853-2225
9613 DANIEL HURTADO	4201 U.S. 70 EAST	GOLDSBORO	NC	27534	919-778-5073
~~9794~~	~~GEORGE LOVE~~	~~4050 S MEMORIAL DRIVE WINTERVILLE~~	~~WINTERVILLE~~	~~NC~~	~~28590~~	~~252-756-2111~~
10022 VINAY GOWDA~~/C. GOWDA/J. SORRELS~~	4303 WEST GATE CITY BLVD	GREENSBORO	NC	27407	(336) 852-2831
11770 CHASE~~/JOSEPH~~ PAKE	231 BRYNN MARR ROAD	JACKSONVILLE	NC	28546	(910) 455-3037
19772 BRADLEY GREGERSEN	316 N POLK STREET	PINEVILLE	NC	28134	(704) 889-3001
~~20880~~	~~GUILLERMO E AHUMADA~~	~~546 DYNAMIC DRIVE~~	~~GARNER~~	~~NC~~	~~27529~~	~~(919) 779-1778~~
20952 GEORGE LOVE	3912 CAPITAL BOULEVARD	RALEIGH	NC	27604	(919) 876-4507
21511 DAVID R DUNN	560 FENNER ROAD	ROCKY MOUNT	NC	27804	(252) 442-1094
28060 MILTON M DOBBINS JR	4205 OLEANDER DRIVE	WILMINGTON	NC	28403	(910) 799-1033
9794 GEORGE LOVE	4050 S MEMORIAL DRIVE WINTERVILLE	WINTERVILLE	NC	28590	252-756-2111
~~28330~~	~~GUILLERMO AHUMADA / DEREK CARPENTER / VINAY GOWDA~~	~~610 N. MAIN STREET~~	~~FUQUAY VARINA~~	~~NC~~	~~27526~~	
~~44800~~	~~GUILLERMO AHUMADA / DEREK CARPENTER / VINAY GOWDA~~	~~2105 E. NC HIGHWAY 54, SUITE 5~~	~~DURHAM~~	~~NC~~	~~27713~~	~~919-493-2300~~
~~13402~~	~~RICHARD L HOBSON~~	~~3645 ADAMS STREET~~	~~LINCOLN~~	~~NE~~	~~68504~~	~~(402) 476-7681~~
18210 CASEY/CHARLES VELINSKY	809 CARY STREET	BELLEVUE	NE	68147	(402) 731-6700

Exhibit D

13402 RICHARD L HOBSON	3645 ADAMS STREET	LINCOLN	NE	68504	(402) 476-7681
18221 CASEY/CHARLES VELINSKY	3330 N 72ND ST	OMAHA	NE	68134	(402) 571-4100
18241 CASEY/CHARLES VELINSKY	5254 S 133RD COURT	OMAHA	NE	68137	(402) 932-3300
18302 CASEY/CHARLES VELINSKY	6061 L ST	OMAHA	NE	68117	(402) 733-8700
6541 JEREMY MARTINSON	234 LOUDON ROAD	CONCORD	NH	03301	(603) 225-7213
14408 DAVID ANGEL/TENA ANGEL	792 GOLD STREET	MANCHESTER	NH	03103	(603) 627-3868
16324 DAVID ANGEL/TENA ANGEL	31 UNION STREET	MILFORD	NH	03055	(603) 889-5098
20391 MARTIN S/PAUL T QUIRK	3580 LAFAYETTE RD	PORTSMOUTH	NH	03801	(603) 436-6800
56700 ROY COHEN	1420 ASBURY AVE.	ASBURY PARK	NJ	07712	(732) 842-2500
17101 N FIORENTINO/M ZIROLO	638 BLOOMFIELD AVE	BLOOMFIELD	NJ	07003	(973) 429-7615
2925 THOMAS A. SCOTTI/PETER FIORENTINO	605 E MAIN STREET	BRIDGEWATER	NJ	08807	(908) 722-8282
57180 KELLY IYAMU & ABBIE IYAMU	559 BLOOMFIELD AVENUE	CALDWELL	NJ	07006	973-358-6517
44550 JAMES B. SHIELDS & JONATHAN V. MOFFA	915 MONMOUTH ROAD	CREAM RIDGE	NJ	08514	(609) 758-4900
~~3281~~ ~~SMAILEN LIBERATO~~	~~262 GOFFLE ROAD, UNIT A-1~~	~~HAWTHORNE~~	~~NJ~~	~~07506~~	~~973-304-4492~~
~~4891~~ ~~SAM BATTAL~~	~~835 ROOSEVELT AVE.~~	~~CARTERET~~	~~NJ~~	~~07008~~	~~732-541-1870~~
7146 KAMRAN DURRANI	140 CARRIAGE LANE	DELRAN	NJ	08075	(856) 461-6060
7535 KIM QUACKENBUSH	HI-TECH TRANSMISSIONS, INC. 135 E BLACKWELL STREET	DOVER	NJ	07801	(973) 366-5100
24003 PETER D FIORENTINO	545 STATE HIGHWAY 18	EAST BRUNSWICK	NJ	08816	(732) 455-9500
7972 GEORGE H. ECCLESTON IV	6400 BLACK HORSE ~~PIKE SUITE~~PIKESUITE 6	EGG HARBOR TOWNSHIP	NJ	08234	(609) 484-9770
57440 HECTOR GARCIA	254 RIVER STREET	HACKENSACK	NJ	07601	(201) 781-8785
10011 MARK B & SUE R ELBAUM	400-C HIGH ST	HACKETTSTOWN	NJ	07840	(908) 852-2000
3281 SMAILEN LIBERATO	262 GOFFLE ROAD, UNIT A-1	HAWTHORNE	NJ	07506	973-304-4492
47900 GARY BALDEO	310 HIGHWAY 36	HAZLET	NJ	07730	(732) 566-2299
10380 PETER FIORENTINO AND MICHAEL VAHDAT	400 MERCER STREET	HIGHTSTOWN	NJ	08520	(609) 766-5012
12961 ROY T ARGENTO	125 MAIN ST	LAKEWOOD	NJ	08701	(732) 370-2200
53112 LEE GEAMAN	5120 ROUTE 38	MERCHANTVILLE	NJ	08109	856-910-9300
~~10663~~ ~~MARK BALKOVIC~~	~~400 MERCER STREET~~	~~HIGHTSTOWN~~	~~NJ~~	~~08520~~	~~(609) 443-0998~~
~~11680~~ ~~JACK MARABELLA~~	~~353 EAST WESTFIELD AVENUE~~	~~ROSELLE PARK~~	~~NJ~~	~~07204~~	~~(908) 445-8891~~
~~12961~~ ~~ROY T ARGENTO~~	~~125 MAIN ST~~	~~LAKEWOOD~~	~~NJ~~	~~08701~~	~~(732) 370-2200~~
~~16033~~ ~~JOHN CABARCAS~~	~~59 SUSSEX AVE.~~	~~MORRISTOWN~~	~~NJ~~	~~07960~~	~~(973) 993-9777~~
~~17101~~ ~~N FIORENTINO/M ZIROLO~~	~~638 BLOOMFIELD AVE~~	~~BLOOMFIELD~~	~~NJ~~	~~07003~~	~~(973) 429-7615~~
~~17225~~ ~~SMAILEN LIBERATO~~	~~453-455 VAN HOUTEN AVE.~~	~~PASSAIC~~	~~NJ~~	~~07055~~	~~973-272-3046~~
~~20431~~ ~~ARON D SCHARF~~	~~3219 BRIDGE AVENUE~~	~~POINT PLEASANT~~	~~NJ~~	~~08742~~	~~(732) 899-1600~~
~~24003~~ ~~PETER D FIORENTINO~~	~~545 STATE HIGHWAY 18~~	~~EAST BRUNSWICK~~	~~NJ~~	~~08816~~	~~(732) 455-9500~~
~~44550~~ ~~JAMES B. SHIELDS & JONATHAN V. MOFFA~~	~~915 MONMOUTH ROAD~~	~~CREAM RIDGE~~	~~NJ~~	~~08514~~	~~(609) 758-4900~~
~~47900~~ ~~GARY BALDEO~~	~~310 HIGHWAY 36~~	~~HAZLET~~	~~NJ~~	~~07730~~	~~(732) 566-2299~~
49052 CRAIG S MOSS	359 AMBOY AVENUE	METUCHEN	NJ	08840	(732) ~~549-0066~~ 549-2000
16033 JOHN CABARCAS	59 SUSSEX AVE.	MORRISTOWN	NJ	07960	(973) 993-9777
17225 SMAILEN LIBERATO	453-455 VAN HOUTEN AVE.	PASSAIC	NJ	07055	973-272-3046
11680 JACK MARABELLA	353 EAST WESTFIELD AVENUE	ROSELLE PARK	NJ	07204	(908) 445-8891
~~53111~~ ~~KAMRAN DURRANI AND MANUSHI GULIA~~	~~5120 ROUTE 38~~	~~MERCHANTVILLE~~	~~NJ~~	~~08109~~	~~856-910-930~~

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56700	ROY COHEN	1420 ASBURY AVE.	ASBURY PARK	NJ	07712	(732) 842-2500
57180	KELLY IYAMU & ABBIE IYAMU	559 BLOOMFIELD AVENUE	CALDWELL	NJ	07006	973-358-6517
57440	HECTOR GARCIA	254 RIVER STREET	HACKENSACK	NJ	07601	(201) 781-8785
59090	KAMRAN DURRANI AND MANUSHI GULIA 59091 WAQAS AHMAD	153 S. DELSEA DRIVE	VINELAND	NJ	08360	856-301-4389
330 JOHN MANGAN JR & SR / MICHELE MANGAN		6629 LOMAS BLVD NE	ALBUQUERQUE	NM	87110	(505) 265-8849
13170 RICHELLE PONDER & PATRICIA PEUGH		1885 W PICACHO	LAS CRUCES	NM	88005	(575) 523-4564
4311 D GARY MARTIN		3075 HWY 50 E	CARSON CITY	NV	89701	(775) 882-7373
10420 JANET EVERHART		1241 AMERICAN PACIFIC DR	HENDERSON	NV	89074	(702) 558-7558
13231 SCOTT H HARVEY		3015 S. VALLEY VIEW BLVD.	LAS VEGAS	NV	89102	(702) 367-1200
46600 RON ARITO		2071 S RAINBOW BLVD	LAS VEGAS	NV	89102	(702) 897-9999
13810 RUSS DAINS		3336 LOSEE ROAD, SUITE 4	N LAS VEGAS	NV	89030	(702) 658-0853
21123 JOSEPH FORCUM AND JOSHUA FORCUM		2155 MARKET STREET	RENO	NV	89502	(775) 329-8726
46600	RON ARITO	2071 S RAINBOW BLVD	LAS VEGAS	NV	89102	(702) 897-9999
205 MICHAEL VASILE		1029 CENTRAL AVENUE	ALBANY	NY	12205	(518) 489-5505
4581 J RANDY STEINER		3454 SHERIDAN DRIVE	AMHERST	NY	14226	(716) 837-6542
10534 PATRICIA E SCHNEIDER		207 SUNRISE HIGHWAY	AMITYVILLE	NY	11701	(631) 842-9500
3203 A C SOLLITTO/A J SOLLITTO		1027 E GUN HILL RD	BRONX	NY	10469	(718) 324-7800
3530 JONATHAN L TOW		BROOKLYN TRANSMISSIONS CO, INC 1266 RALPH AVENUE	BROOKLYN	NY	11236	(718) 773-6535
3614 MALEK AZIZ		2916 ATLANTIC AVENUE	BROOKLYN	NY	11207	(718) 277-8080
27511 J RANDY STEINER		1412 RIDGE ROAD	BUFFALO	NY	14218	(716) 675-6022
3940 CYPRIAN L. MBEKE		3106 WALDEN AVE	DEPEW	NY	14043	716-288-7299
4581	J RANDY STEINER	3454 SHERIDAN DRIVE	AMHERST	NY	14226	(716) 837-6542
8033 SHAUN & VANESSA GANPAT		398 W COMMERCIAL STREET	E ROCHESTER	NY	14445	(585) 381-3772
51410 WILLIAM DANZI/WILLIAM REYNOLDS		139 W JERICHO TURNPIKE	HUNTINGTON STATION	NY	11746	631-350-6300
26075 SHUEB CHOWDHURY		601 MERRICK ROAD	LYNBROOK	NY	11563	(516) 872-8122
10534	PATRICIA E SCHNEIDER	207 SUNRISE HIGHWAY	AMITYVILLE	NY	11701	(631) 842-9500
15304	KENNETH B BERRY	163 HERRICKS ROAD	GARDEN CITY PARK	NY	11040	(516) 248-5174
16821	RAYMOND SEGALINI	295 WINDSOR HIGHWAY	NEW WINDSOR	NY	12553	(845) 561-2045
17191 BRIAN HECHLER		45 FULTON ST	MIDDLETOWN	NY	10940	(845) 344-3535
16821 RAYMOND SEGALINI		295 WINDSOR HIGHWAY	NEW WINDSOR	NY	12553	(845) 561-2045
18711 FRANK GERACE		638 MEDFORD AVE (RT 112)	PATCHOGUE	NY	11772	631-758-2797
20491 ANDREW J MC PECK JR.		42 MANCHESTER RD	POUGHKEEPSIE	NY	12603	(845) 473-1640
21374 SHAUN & VANESSA GANPAT		1521 MT READ BOULEVARD	ROCHESTER	NY	14606	(585) 254-5920
24731 A C SOLLITTO/A J SOLLITTO		635 RICHMOND ROAD	STATEN ISLAND	NY	10304	(718) 442-6700
26075	SHUEB CHOWDHURY	601 MERRICK ROAD	LYNBROOK	NY	11563	(516) 872-8122
26943 PAUL A. SIMMONS & PAUL SIMMONS II		595 COFFEEN ST	WATERTOWN	NY	13601	(315) 782-4006
27511	J RANDY STEINER	1412 RIDGE ROAD	BUFFALO	NY	14218	(716) 675-6022
27663 JEFFREY ZAID		281 TARRYTOWN ROAD	WHITE PLAINS	NY	10607	(914) 949-2929
28804 MILAD SAYEGH		41 HUDSON STREET	YONKERS	NY	10701	(914) 969-8246
51410	WILLIAM DANZI/WILLIAM REYNOLDS	139 W JERICHO TURNPIKE	HUNTINGTON STATION	NY	11746	631-350-6300

Exhibit D

527 ROBERT A WOLFE	2240 US ROUTE 35	ALPHA	OH	45301	(937) 429-2822
18740 JOSEPH E SEMANCIK	48 NORTHFIELD ROAD	BEDFORD	OH	44146	(440) 232-9807
44000 FRED EBBERT	7527 LIBERTY LANE	BETHANY	OH	45044	(513) 759-0695
43091 LARRY D. BALDWIN, JR	7880 MARKET ST, UNIT A	BOARDMAN	OH	44512	330-729-9980
~~5521~~ ~~WILLIAM J LONG, JR~~	~~4440 READING RD~~	~~CINCINNATI~~	~~OH~~	~~45229~~	~~(513) 242-4440~~
5620 NABIL FINO	370 NORTHLAND BLVD	CINCINNATI	OH	45246	513-514-0789
~~6272~~ ~~KENDALL D GILL~~	~~6450 E MAIN ST~~	~~REYNOLDSBURG~~	~~OH~~	~~43068~~	~~(614) 866-4262~~
6304 GLENN STOOTS	1385 W BROAD STREET	COLUMBUS	OH	43222	(614) 274-1164
6313 GENERAL J. SPAULDING, JR.	3580 CLEVELAND AVE	COLUMBUS	OH	43224	(614) 475-6655
6961 MICHAEL D SNYDER	5980 OLD TROY PIKE	DAYTON	OH	45424	(937) 236-2465
6993 ROBERT/MELINDA BROWN	2212 WILMINGTON PIKE	DAYTON	OH	45420	(937) 253-1165
11463 ROBERT W STRALEY, JR	6954 BRECKSVILLE RD	INDEPENDENCE	OH	44131	(216) 447-9220
47550 R WILLIAMS/TIMOTHY FULLER	200 OAK STREET	MARION	OH	43302	(740) 375-5925
6272 KENDALL D GILL	6450 E MAIN ST	REYNOLDSBURG	OH	43068	(614) 866-4262
~~18740~~ ~~JOSEPH E SEMANCIK~~	~~48 NORTHFIELD ROAD~~	~~BEDFORD~~	~~OH~~	~~44146~~	~~(440) 232-9807~~
24541 W HARRISON/L ADAMS	1215 W COLUMBIA	SPRINGFIELD	OH	45504	(937) 325-7077
27842 THOMAS MURPHY	36705 EUCLID AVENUE	WILLOUGHBY	OH	44094	(440) 951-2600
29204 RONALD L. SPINKS	765 LINDEN AVE.	ZANESVILLE	OH	43701	740-453-0366
190 KELLY CLINTON AND LORI CLINTON	1305 SAM NOBLE PKWY.	ARDMORE	OK	73401	(580) 319-4022
~~43091~~ ~~LARRY D. BALDWIN, JR~~	~~7880 MARKET ST, UNIT A~~	~~BOARDMAN~~	~~OH~~	~~44512~~	~~330-729-9980~~
~~44000~~ ~~FRED EBBERT~~	~~7527 LIBERTY LANE~~	~~BETHANY~~	~~OH~~	~~45044~~	~~(513) 759-0695~~
~~47550~~ ~~R WILLIAMS/TIMOTHY FULLER~~	~~200 OAK STREET~~	~~MARION~~	~~OH~~	~~43302~~	~~(740) 375-5925~~
3221 THOMAS/RONDA SCOTT	215 E KENOSHA STREET	BROKEN ARROW	OK	74012	(918) 250-7396
8163 THOMAS/RONDA SCOTT	3750 S KELLY AVENUE	EDMOND	OK	73013	(405) 475-0480
15333 THOMAS/RONDA SCOTT	2311 S AIR DEPOT BLVD	MIDWEST CITY	OK	73110	(405) 732-1917
18013 THOMAS/RONDA SCOTT	922 N. FLOOD AVENUE	NORMAN	OK	73069	(405) 329-4620
18023 THOMAS/RONDA SCOTT	8817 S WESTERN AVENUE	OKLAHOMA CITY	OK	73139	(405) 632-2051
18033 THOMAS/RONDA SCOTT	8020 N ROCKWELL AVENUE	OKLAHOMA CITY	OK	73132	(405) 491-9956
18123 THOMAS/RONDA SCOTT	3130 W I 44 SERVICE ROAD	OKLAHOMA CITY	OK	73112	(405) 942-2626
57030 HASEEB CHEEMA	1010 E. 6TH AVE.	STILLWATER	OK	74074	405-332-4034
24932 THOMAS/RONDA SCOTT	4122 S HARVARD AVENUE	TULSA	OK	74135	(918) 747-9611
27532 THOMAS/RONDA SCOTT	8115 E 15TH STREET	TULSA	OK	74112	(918) 835-8423
~~29113~~ ~~THOMAS/RONDA SCOTT~~	~~621 S MUSTANG ROAD~~	~~YUKON~~	~~OK~~	~~73099~~	~~(405) 577-2887~~
~~57030~~ ~~HASEEB CHEEMA~~	~~1010 E. 6TH AVE.~~	~~STILLWATER~~	~~OK~~	~~74074~~	~~405-332-4034~~
60800 AMY CALHOUN AND ROBERT T. CALHOUN III	1904 STATE HIGHWAY 51	WAGONER	OK	74467	539-209-9007
29113 THOMAS/RONDA SCOTT	621 S MUSTANG ROAD	YUKON	OK	73099	(405) 577-2887
~~2962~~ ~~HANSOMATTIE~~ 2963 JAGTAR JESSE SINGH	~~1960592 ONTARIO INC~~ 91 KENNEDY ROAD, S.	BRAMPTON	ON	L6W 3G1	~~(905) 453-2262~~ 905-453-2262
~~18191~~ ~~JOSEPH A ZAMBRI & IAN M. DUNCAN~~	~~1527313 ONTARIO LIMITED 305 HOPKINS STREET~~	~~WHITBY~~	~~ON~~	~~L1N 2C1~~	~~(905) 666-4550~~
~~25434~~ ~~DOODNATH RAMNARINE/KRANGL~~	~~2941 EGLINTON AVE E~~	~~SCARBOROUGH~~	~~ON~~	~~M1J 2E5~~	~~(416) 431-5352~~
46471 JORDAN PEEVER	227 MANITOU DRIVE, UNIT 4	KITCHENER	ON	N2C 1L4	(519) 748-2022
58410	2613100 ONTARIO INC. 1600 BAYLY STREET, UNIT #2	PICKERING	ON	L1W 3N2	(905) 420-1906

Exhibit D

JOSEPH A ZAMBRI					
25434 DOODNATH RAMNARINE/KRANGL	2941 EGLINTON AVE E	SCARBOROUGH	ON	M1J 2E5	(416) 431-5352
18191 JOSEPH A ZAMBRI & IAN M. DUNCAN	1527313 ONTARIO LIMITED305 HOPKINS STREET	WHITBY	ON	L1N 2C1	(905) 666-4550
43020 JEFFREY P SZEKELY	18950 SW SHAW STREET	ALOHA	OR	97007	(503) 259-8640
1150 SCOTT KYRIAZIS	3925 ABBEY LANE, SUITE #3	ASTORIA	OR	97103	(503) 325-1404
6556 PHIL LOVVORN/H MCJUNKIN	805 NW 5TH STREET	CORVALLIS	OR	97330	(541) 757-1223
8444 KURT WOLF	1995 SEVENTH AVENUE WEST	EUGENE	OR	97402	(541) 344-1429
46680 PHIL LOVVORN/H MCJUNKIN	2030 S SANTIAM HWY	LEBANON	OR	97355	(541) 215-4708
15310 JOHN KYLE REBER	3112 CRATER LAKE AVENUE	MEDFORD	OR	97504	(541) 622-2288
20414 REUBEN RUDENKO	17920 SE MCLOUGHLIN BLVD.	MILWAUKIE	OR	97267	503-652-0937
16471 BRIAN W PARKER	126 NE 11TH STREET	NEWPORT	OR	97365	(541) 265-9567
~~20413~~ ~~JEFFREY P SZEKELY~~	~~17920 SE MCLOUGHLIN BLVD~~	~~MILWAUKIE~~	~~OR~~	~~97267~~	~~(503) 652-0937~~
21561 J KYLE REBER	515 SE SPRUCE STREET	ROSEBURG	OR	97470	(541) 672-6662
22464 FRED CHASTAIN	1855 LIBERTY STREET NE	SALEM	OR	97301	(503) 585-5737
24574 DEVAN ROGERS / KRISTINA ROGERS / KRISTOPHER ROGERS	3990 MAIN ST.	SPRINGFIELD	OR	97478	541-726-6825
~~25571~~ ~~JEFFREY P SZEKELY~~ 25572 BRIAN JOO AND MICHAEL KIM	13701 SW PACIFIC HIGHWAY	TIGARD	OR	97223	~~(503) 684-0861~~ 503-684-0861
~~43020~~ ~~JEFFREY P SZEKELY~~	~~18950 SW SHAW STREET~~	~~ALOHA~~	~~OR~~	~~97007~~	~~(503) 259-8640~~
~~46680~~ ~~PHIL LOVVORN/H MCJUNKIN~~	~~2030 S SANTIAM HWY~~	~~LEBANON~~	~~OR~~	~~97355~~	~~(541) 215-4708~~
~~141~~ ~~JOHN KAUTZ/ROBERT LEADER~~	~~470 EASTON ROAD, REAR~~	~~HORSHAM~~	~~PA~~	~~19044~~	~~(215) 657-1221~~
556 HAROLD P OTT	2911 7TH AVE	ALTOONA	PA	16602	(814) 943-5228
46781 TEDDY HARPER	2520 DURHAM ROAD	BRISTOL	PA	19007	215-949-1400
~~6021~~ ~~KAMRAN DURRANI AND MANUSHI GULIA~~	~~746 CHESTER PIKE~~	~~PROSPECT PARK~~	~~PA~~	~~19076~~	~~610-461-0580~~
7690 WAQAS AHMAD	18 S. SPROUL ROAD	BROOMALL	PA	19008	(484) 420-7241
8021 ZEESHAN KHAN	2600 WILLIAM PENN HIGHWAY	EASTON	PA	18045	(610) 253-9309
45301 GERALD EHRESMANN	92 BUSTLETON AVENUE	FEASTERVILLE TREVOSE	PA	19053	(267) 778-9751
19852 RICHARD THOMA	780 E PITTSBURGH STREET	GREENSBURG	PA	15601	(724) 832-1300
141 JOHN KAUTZ/ROBERT LEADER	470 EASTON ROAD, REAR	HORSHAM	PA	19044	(215) 657-1221
11432 HOWARD J GONGLOFF III	1967 OAKLAND AVENUE	INDIANA	PA	15701	(724) 465-0392
28290 AKTHAM A ELMOSTEHI	10 WITMER ROAD	LANCASTER	PA	17602	(717) 490-6621
~~15861~~ ~~BRAD MUCHNOK~~	~~511 RODI ROAD~~	~~PITTSBURGH~~	~~PA~~	~~15235~~	~~(412) 856-9500~~
~~15940~~ ~~JERRY MURPHY~~ 15941 MATTHEW REICHWEIN	108 ~~EAST~~E TRENTON AVENUE	MORRISVILLE	PA	19067	(215) 295-3399
~~17580~~ ~~BILL GLEASON~~	~~2917 HANNAH AVENUE, A & B~~	~~NORRISTOWN~~	~~PA~~	~~19401~~	~~(610) 278-6700~~
18891 DION O WHITLEY	6726 FRANKFORD AVENUE	PHILADELPHIA	PA	19135	(215) 624-1400
19302 JULIEN RENE	4539 RISING SUN AVENUE	PHILADELPHIA	PA	19140	(215) 329-6609
53120 DAVID & LISA MARTIN	458 SCHUYLKILL ROAD	PHOENIXVILLE	PA	19460	484-302-4900
15861 BRAD MUCHNOK	511 RODI ROAD	PITTSBURGH	PA	15235	(412) 856-9500
19784 JOHN OLLIS	8436 PERRY HWY ROUTE 19	PITTSBURGH	PA	15237	412-367-1670
19840 PERRY BRUNO	4450 STEUBENVILLE PIKE	PITTSBURGH	PA	15205	(412) 922-2250
~~19852~~ ~~RICHARD THOMA~~	~~780 E PITTSBURGH STREET~~	~~GREENSBURG~~	~~PA~~	~~15601~~	~~(724) 832-1300~~

Exhibit D

19904 DONALD E FISHER/JAMES FLEMING	201 SOUTH EUCLID AVENUE	PITTSBURGH	PA	15206	(412) 661-0100
20454 JOSEPH C. KINCADE III	401 WEST HIGH STREET	POTTSTOWN	PA	19464	(610) 970-1844
6021 KAMRAN DURRANI	746 CHESTER PIKE	PROSPECT PARK	PA	19076	610-461-0580
53202 JAMES GARCIA	1117 LANCASTER AVENUE	READING	PA	19607	(610) 777-9340
24620 THOMAS P DRUM/RODNEY HENDRICKS	2146 E COLLEGE AVENUE	STATE COLLEGE	PA	16801	(814) 234-4114
24992 SHAUN BURD	213 NORTH 9TH STREET	STROUDSBURG	PA	18360	(570) 421-7786
26680 DENNIS BUDDENHAGEN	1129 MAPLE AVENUE	WASHINGTON	PA	15301	(724) 222-2229
27984 DAVID HEDRICK	2351 EAST THIRD ST.	WILLIAMSPORT	PA	17701	570-323-9873
~~28290~~ ~~AKTHAM A ELMOSTEHI~~	~~10 WITMER ROAD~~	~~LANCASTER~~	~~PA~~	~~17602~~	~~(717) 490-6621~~
28692 W JOHNS/J ORLESKI/H LEE	2006 WYOMING AVE, US 11	WYOMING	PA	18644	(570) 654-7787
~~45301~~ ~~GERALD EHRESMANN~~	~~92 BUSTLETON AVENUE~~	~~FEASTERVILLE TREVOSE~~	~~PA~~	~~19053~~	~~(267) 778-9751~~
~~46780~~ ~~SHERRI & SAM UNDERLAND~~	~~2520 DURHAM ROAD~~	~~BRISTOL~~	~~PA~~	~~19007~~	~~(215) 949-1400~~
~~53120~~ ~~DAVID & LISA MARTIN~~	~~458 SCHUYLKILL ROAD~~	~~PHOENIXVILLE~~	~~PA~~	~~19460~~	~~484-302-4900~~
~~53202~~ ~~JAMES GARCIA~~	~~1117 LANCASTER AVENUE~~	~~READING~~	~~PA~~	~~19607~~	~~(610) 777-9340~~
~~20061~~ ~~JAMES OLSON~~	~~422 SILVER SPRING STREET~~	~~PROVIDENCE~~	~~RI~~	~~02904~~	~~(401) 831-6920~~
59060 UZAIR MANZOOR	5433 POST ROAD	EAST GREENWICH	RI	02818	(401) 471-7397
20061 JAMES OLSON	422 SILVER SPRING STREET	PROVIDENCE	RI	02904	(401) 831-6920
~~121~~ ~~ALFRED GARNETT AND ANGELIA GARNETT~~	~~1657 WHISKEY ROAD~~	~~AIKEN~~	~~SC~~	~~29803~~	~~803-642-9424~~
6214 CHAD WHALLS	2428 BROAD RIVER ROAD	COLUMBIA	SC	29210	803-798-6130
6380 STEVEN RICHARDSON	1300 16TH AVENUE	CONWAY	SC	29526	(843) 347-4326
9827 J. TROY CRAIN, ADAM CRAIN, AND MISTY CRAIN	411 MAULDIN ROAD	GREENVILLE	SC	29605	864-277-3267
57040 SOUK SAYCOCIE AND KATHY SAYCOCIE	659 W. MAIN STREET	SPARTANBURG	SC	29301	864-327-8286
57161 JUSTIN & NATALIE SCHICK	1550 OLD TROLLEY ROAD	SUMMERVILLE	SC	29485	843-875-3175
57410 CHRISTOPHER EBERT	2918 WADE HAMPTON BLVD	TAYLORS	SC	29687	(864) 558-2173
18592 WAYNE A/NICKLAUS KUMMER	645 CENTURY RD	RAPID CITY	SD	57701	(605) 342-7800
4841 THOMPSON P PETTWAY	6501 LEE HIGHWAY,STE 100	CHATTANOOGA	TN	37421	(423) 899-0790
12723 MICHAEL LAVERDURE	104 STEKOIA LANE	KNOXVILLE	TN	37921	(865) 947-7410
12731 JOE BASILE,JR.	8844 KINGSTON PIKE	KNOXVILLE	TN	37923	(865) 694-8501
13080 ANTHONY "BRAD" ISBELL	1621 WEST MAIN STREET	LEBANON	TN	37087	(615) 444-8280
16350 K/GRANT SR/G JOHNISEE JR	1212 GALLATIN PIKE S	MADISON	TN	37115	(615) 865-7737
14654 ALVIN STONE/H NAJDAWI	1261 GETWELL RD	MEMPHIS	TN	38111	(901) 324-3816
14712 ROBERT M STONE	3596 WINCHEST COVE	MEMPHIS	TN	38115	(901) 794-0897
14722 OLVIN MEJIA AND OMAR MENCHACA	1717 E. RAINES ROAD	MEMPHIS	TN	38116	(901) 398-5256
~~16350~~ ~~K/GRANT SR/G JOHNISEE JR~~	~~1212 GALLATIN PIKE S~~	~~MADISON~~	~~TN~~	~~37115~~	~~(615) 865-7737~~
16485 ANTHONY "BRAD" ISBELL	3020 NOLENSVILLE PIKE	NASHVILLE	TN	37211	(615) 445-2350
580 GARY L WATERS	5032 S. WESTERN STREET	AMARILLO	TX	79109	(806) 353-6810
~~922~~ ~~JASON PRYOR~~	~~2320 W PIONEER PKWY~~	~~PANTEGO~~	~~TX~~	~~76013~~	~~(817) 277-3100~~
1660 ALLAN NURENBERG	8417 BURNET RD	AUSTIN	TX	78757	(512) 458-6115
1722 ALLAN NURENBERG	912 S LAMAR BLVD	AUSTIN	TX	78704	(512) 442-4545
1731 ALLAN NURENBERG	814 STASSNEY LANE WEST	AUSTIN	TX	7874	(512)

Exhibit D

					5	441-9919
2190 RICHARD J RAYZOR	3270 EASTEX FREEWAY	BEAUMONT	TX	77703	(409) 899-2001
1741 ALLAN NURENBERG	2409 S BELL BLVD	CEDAR PARK	TX	78613	(512) 331-4547
~~2190~~	~~RICHARD J RAYZOR~~	~~3270 EASTEX FREEWAY~~	~~BEAUMONT~~	~~TX~~	~~77703~~	~~(409) 899-2001~~
~~5910~~	~~CARL R COX~~	~~3010 LEOPARD STREET~~	~~CORPUS CHRISTI~~	~~TX~~	~~78408~~	~~(361) 881-8200~~
6091 GUY GROS	111 BRENTWOOD DRIVE	COLLEGE STATION	TX	77840	(979) 695-2262
5910 CARL R COX	3010 LEOPARD STREET	CORPUS CHRISTI	TX	78408	(361) 881-8200
~~6841~~	~~RAHIM NATHOO~~ 6842 DAVID CARPIO AND MAURICIO HUERTA	2899 IRVING BLVD.	DALLAS	TX	75207	~~(214) 528-3330~~ 214-528-3330
46190 GHULAM WARRIACH	12113 GARLAND ROAD, SUITE R	DALLAS	TX	75218	469-399-0372
60000 GUY L GROS	1407 LOMALAND DRIVE#102	EL PASO	TX	79935	915-313-4527
60020 GUY L GROS	6508 ESCONDIDO DRIVE	EL PASO	TX	79912	915-234-2638
7861 JASON PRYOR	318 S INDUSTRIAL BLVD	EULESS	TX	76040	(817) 267-0400
9284 JEFF BOURDON/JASON PRYOR	6828 CAMP BOWIE BLVD	FORT WORTH	TX	76116	(817) 735-1591
46180 JOSEPH SUMITRA	7233 & 7237 S. HULEN ST.	FORT WORTH	TX	76133	817-615-9887
10890 OTTO/JAMES LAIBLE	1002 UVALDE RD	HOUSTON	TX	77015	(713) 453-7757
10963 DAVID F HAYDEN	10030 VETERANS MEMORIAL	HOUSTON	TX	77038	(281) 999-0080
11063 BISRAT SHIBASHI	1377 SOUTH LOOP WEST	HOUSTON	TX	77054	(713) 790-0525
11237 CHRISTOPHER M. PETTIS	9584 FM 1960 WEST	HOUSTON	TX	77070	281-890-5807
46480 DAVID KURTZ	12470 NORTHWEST FREEWAY	HOUSTON	TX	77092	713-422-2626
11370 JOHN T STRECKFUSS	1904 E FM 1960 BYPASS	HUMBLE	TX	77338	(281) 446-6062
44990 CHRISTIAN G. MORGAN	1441 N BELT LINE ROAD	IRVING	TX	75061	972-600-8508
~~12332~~	~~H. MICHAEL HARENDT~~	~~18627 KUYKENDAHL ROAD~~	~~SPRING~~	~~TX~~	~~77379~~	~~(346) 220-6064~~
~~12541~~	~~KATHY S NOLTY~~	~~4110 E VETERANS MEMORIAL~~	~~KILLEEN~~	~~TX~~	~~76543~~	~~(254) 699-2383~~
12610 DAVID GERDA	1485 S. MAIN ST	KELLER	TX	76248	(817) 431-0009
12541 KATHY S NOLTY	4110 E VETERANS MEMORIAL	KILLEEN	TX	76543	(254) 699-2383
14120 RICK G BIGHAM	1420-19TH ST	LUBBOCK	TX	79401	(806) 763-4465
14572 IRINA/MERCED MARTINEZ	120 S 23RD STREET	MC ALLEN	TX	78501	(956) 682-5525
15691 CHRISTOPHER M. PETTIS	5707 HIGHWAY 6	MISSOURI CITY	TX	77459	(281) 261-3220
16494 ROBERT/JENNIFER/M ORLANDO	1402 S. SEGUIN AVENUE	NEW BRAUNFELS	TX	78130	(830) 625-8600
922 JASON PRYOR	2320 W PIONEER PKWY	PANTEGO	TX	76013	(817) 277-3100
53021 BINH-ANTHONY NGUYEN	4210 RED BLUFF ROAD	PASADENA	TX	77503	(713) 472-5700
20073 RAHIM NATHOO	2601 K AVENUE	PLANO	TX	75074	(972) 633-1590
21520 ALLAN NURENBERG	1901 S. IH 35	ROUND ROCK	TX	78664	(512) 244-2080
22722 FRANCIS "BILL" BORST III	5960 NW LOOP 410	SAN ANTONIO	TX	78238	(210) 647-1161
22734 CARL R COX	2339 LOOP 410 NW	SAN ANTONIO	TX	78230	(210) 341-3341
22761 RYAN S. BOULLIOUN	5038 RIGSBY AVE	SAN ANTONIO	TX	78222	210-648-3030
56112 PAT PATTON/JAYE PATTON	1206 HIGHWAY 123	SAN MARCOS	TX	78666	(512) 392-5811
56080 RYAN S. BOULLIOUN	408 E. COURT STREET	SEGUIN	TX	78155	830-491-5111
12332 H. MICHAEL HARENDT	18627 KUYKENDAHL ROAD	SPRING	TX	77379	(346) 220-6064
24371 OTTO/JAMES LAIBLE	400 RAYFORD RD	SPRING	TX	77386	(281) 292-4942
57110 HARRY BRINKERHOFF	189 NORTH FLORAL ST.	STEPHENVILLE	TX	76401	(254) 434-2472

Exhibit D

25763 BILL BELL JR.	2002 BROUSSARD STREET	TYLER	TX	75701	(903) 561-6711
25870 FRANK F MITCHELL	2105 PAT BOOKER RD	UNIVERSAL CITY	TX	78148	(210) 659-6651
27134 MICHAEL J REED	18420 HWY 3	WEBSTER	TX	77598	(281) 338-1886
43061 J. KYLE REBER	180 NORTH 500 WEST	BOUNTIFUL	UT	84010	801-797-9428

25763	BILL BELL JR.	2002 BROUSSARD STREET	TYLER	TX	75701	(903) 561-6711
25870	FRANK F MITCHELL	2105 PAT BOOKER RD	UNIVERSAL CITY	TX	78148	(210) 659-6651
27134	MICHAEL J REED	18420 HWY 3	WEBSTER	TX	77598	(281) 338-1886
44990	CHRISTIAN G. MORGAN	1441 N BELT LINE ROAD	IRVING	TX	75061	972-600-8508
46180	JOSEPH SUMITRA	7233 & 7237 S. HULEN ST.	FORT WORTH	TX	76133	
46190	GHULAM WARRIACH	12113 GARLAND ROAD, SUITE R	DALLAS	TX	75218	
46480	DAVID KURTZ	12470 NORTHWEST FREEWAY	HOUSTON	TX	77092	713-422-2626
53021	BINH ANTHONY NGUYEN	4210 RED BLUFF ROAD	PASADENA	TX	77503	(713) 472-5700
56080	RYAN S. BOULLIOUN	408 E. COURT STREET	SEGUIN	TX	78155	830-491-5111
56112	PAT PATTON/JAYE PATTON	1206 HIGHWAY 123	SAN MARCOS	TX	78666	(512) 392-5811
57110	HARRY BRINKERHOFF	189 NORTH FLORAL ST.	STEPHENVILLE	TX	76401	(254) 434-2472
60000	GUY L GROS	1407 LOMALAND DRIVE #102	EL PASO	TX	79935	915-313-4527
60020	GUY L GROS	6508 ESCONDIDO DRIVE	EL PASO	TX	79912	915-234-2638
9664	MANUEL MERCADO	365 E 3900 S	SOUTH SALT LAKE CITY	UT	84107	(801) 261-5757

13624 KURT R ZOLLINGER	75 EAST 2000 NORTH	N LOGAN	UT	84341	(435) 752-1940
22581 MANUEL MERCADO	3076 WALL AVENUE	OGDEN	UT	84401	(801) 621-2235
20510 DAVID L/LORILEE L WAGNER	537 S UNIVERSITY AVENUE	PROVO	UT	84601	(801) 224-8088

22581	MANUEL MERCADO	3076 WALL AVENUE	OGDEN	UT	84401	(801) 621-2235

22591	DAWN WOODS & THOMAS GRIFFITH 22592 MANUEL MERCADO	3692 WEST 5400 SOUTH	SALT LAKE CITY	UT	84129	801-410-7757
22604 KURT M WOOD/MICHAEL B INGERSOLL		270 WEST 600 SOUTH	SALT LAKE CITY	UT	84101	(801) 364-6466
23071	TODD L ASHCROFT 23072 JAMES-RICK WATSON	8950 S. SANDY PKWY.	SANDY	UT	84070	(801) 561-9900 801-561-9900
9664 MANUEL MERCADO		365 E 3900 S	SOUTH SALT LAKE CITY	UT	84107	(801) 261-5757

43060	TODD ASHCROFT	180 NORTH 500 WEST	BOUNTIFUL	UT	84010	(385) 399-3664

406 KEMAHU FESSEHA	618B S. PICKETT STREET	ALEXANDRIA	VA	22304	(703) 751-0635
44150 ROBERT UHL	11102 GOV GC PERRY HWY	CEDAR BLUFF	VA	24609	(276) 963-8726
4440 JACK MAY JR 4441 ZACHARY SHAFFER AND SAEF KHAWAJA	1134 EMMET STREET	CHARLOTTESVILLE	VA	22903	(434) 296-7117 434-296-7117

4642	SEAN HAYDEN	12341 JEFFERSON DAVIS HWY	CHESTER	VA	23831	(804) 751-0074

4742 WALTER AVERETT	111 GAINSBOROUGH SQUARE	CHESAPEAKE	VA	23320	757-436-1221
4642 SEAN HAYDEN	12341 JEFFERSON DAVIS HWY	CHESTER	VA	23831	(804) 751-0074
6933 WENDELL E WIMMER	525 MEMORIAL DR	DANVILLE	VA	24541	(434) 797-4800
9262 TERRY BRADLEY	98A INDUSTRIAL DRIVE	FREDERICKSBURG	VA	22408	540-834-4099
10212 WILLIAM JUDSON KING	3011 WEST MERCURY BLVD.	HAMPTON	VA	23666	(757) 826-9551
10325 PRABHASA ISHAYA	1851 RESERVOIR ST.	HARRISONBURG	VA	22801	540-433-1232
14363 TERRY BRADLEY	10505 CRESTWOOD DRIVE	MANASSAS	VA	20109	(703) 369-3030
15342 CHRISTOPHER L TATE / JOHN LEITE	10231 HULL STREET ROAD	MIDLOTHIAN	VA	23112	(804) 276-4900
16442 CLIFFORD D COLLIER	12483 JEFFERSON AVE	NEWPORT NEWS	VA	23602	(757) 877-6445

17303	GUILLERMO AHUMADA / DEREK CARPENTER / VINAY GOWDA	4941 VIRGINIA BEACH BLVD.	VIRGINIA BEACH	VA	23462	757-499-4109

17312 CHRISTOPHER J FLORIAN	3330 N MILITARY HWY	NORFOLK	VA	23518	(757)

Exhibit D

						8	855-0118
~~21320~~	~~MARY M CASEY~~21321 ZACHARY SHAFFER AND SAEF KHAWAJA	316 ORANGE ~~AVE~~AVENUE	ROANOKE	VA	240 16	~~(540) 344-1647~~ 540-344-1 647	
24554 MOHAMMAD R GANJEI		7704-A BACKLICK ROAD	SPRINGFIELD	VA	2215 0	(571) 642-5443	
25071 SCOTT BENSON		820 W. CONSTANCE ROAD	SUFFOLK	VA	2343 4	(757) 934-2344	
25773 FADI G HADDAD		8501-4 TYCO RD	VIENNA	VA	2218 2	(703) 790-5900	
17303 GUILLERMO AHUMADA / DEREK CARPENTER / VINAY GOWDA		4941 VIRGINIA BEACH BLVD.	VIRGINIA BEACH	VA	2346 2	757-499-4109	
26361 GUILLERMO AHUMADA / DEREK CARPENTER / VINAY GOWDA		1949 VIRGINIA BEACH BLVD.	VIRGINIA BEACH	VA	2345 4	757-425-3333	
26664 THANT BOBBY HTIKE AND MAUNG SUNNY		131 BROADVIEW AVENUE	WARRENTON	VA	2018 6	540-935-2548	
~~28237~~	~~TERRY BRADLEY~~	~~2599 HANCO CENTER DRIVE~~	~~WOODBRIDGE~~	~~VA~~	~~22191~~	~~(703) 670-9926~~	
28351 MICHAEL MACOFF		1950 SOUTH LOUDOUN STREET	WINCHESTER	VA	2260 1	~~540-431-2369~~(540) 773-5875	
28237 TERRY BRADLEY		2599 HANCO CENTER DRIVE	WOODBRIDGE	VA	2219 1	(703) 670-9926	
~~44150~~	~~ROBERT UHL~~	~~11102 GOV GC PERRY HWY~~	~~CEDAR BLUFF~~	~~VA~~	~~24609~~	~~(276) 963-8726~~	
24132 NICHOLAS A. MARTEL		9 GREEN MOUNTAIN DRIVE	SOUTH BURLINGTON	VT	0540 3	(802) 864-0049	
45082 MOHAMMED YASIN AND SHAMSUN NISHA		2801 RUCKER AVENUE	EVERETT	WA	9820 1	425-259-7288	
12525 VINCENT CICHOCKI/CASEY CICHOCKI/PAULA CICHOCKI		7101 W. DESCHUTES AVE.	KENNEWICK	WA	9933 6	509-735-3172	
18282~~NICHOLAS BRUMMEL/~~ JENNIFER SOIKOWSKI/KYLE KRUGER		2728 MARTIN WAY	OLYMPIA	WA	9850 6	(360) 754-7094	
20633 VINCE ORNATO & L BOSTOCK		10212 122ND STREET, STE C	PUYALLUP	WA	9837 4	(253) 435-8056	
31384 CHANDRASEKHAR KANCHARLA		500 SW GRADY WAY, SUITE J	RENTON	WA	9805 7	(425) 235-7465	
~~24290~~	~~S MICHAEL EVANS & KATHY EVANS~~	~~628 E FRANCIS AVENUE~~	~~SPOKANE~~	~~WA~~	~~99208~~	~~(509) 482-1515~~	
~~24323~~	~~S MICHAEL EVANS & KATHY EVANS~~	~~14609 E. SPRAGUE AVENUE~~	~~SPOKANE~~	~~WA~~	~~99216~~	~~(509) 924-9300~~	
24453 CHRISTOPHER KIM		2107 23RD AVENUE	SEATTLE	WA	9814 4	(206) 623-1885	
24291 CHRISTOPHER KINLEY AND JACQUELINE KINLEY		628 E. FRANCIS AVENUE	SPOKANE	WA	9920 8	509-482-1515	
24324 CHRISTOPHER KINLEY AND JACQUELINE KINLEY		14609 E. SPRAGUE AVENUE	SPOKANE	WA	9921 6	509-924-9300	
25113 CHANDRASEKHAR KANCHARLA		12006 PACIFIC HIGHWAY SW	TACOMA	WA	9849 9	(253) 581-2725	
26282 BRIAN JOO/MICHAEL KIM		6900 NE HWY 99, BLD-B	VANCOUVER	WA	9866 5	(360) 253-7204	
28754 JOSEPH RICHMOND		112 S 1ST ST	YAKIMA	WA	9890 1	(509) 248-5511	
~~31384~~	~~CHANDRASEKHAR KANCHARLA~~	~~500 SW GRADY WAY, SUITE J~~	~~RENTON~~	~~WA~~	~~98057~~	~~(425) 235-7465~~	
~~45081~~	~~BRIAN JOO/MICHAEL KIM~~	~~2801 RUCKER AVENUE~~	~~EVERETT~~	~~WA~~	~~98201~~	~~(425) 259-7288~~	
3432 AMEDEE & SANDRA O'GORMAN		13990 W. LISBON ROAD	BROOKFIELD	WI	5300 5	(262) 781-3555	
20561 MARK NEEL		281 COURTHOUSE ROAD	PRINCETON	WV	2474 0	(304) 425-2153	
~~56912~~	~~KENNETH L. WILLIAMS, JR.~~	~~4102 MACCORKLE AVE., SW~~	~~CHARLESTON~~	~~WV~~	~~25309~~	~~304-768-9669~~	
4721 RANDY COOKE		1625 DELL RANGE BLVD	CHEYENNE	WY	8200 9	307-635-8435	
61500 RANDY COOKE		201 SOUTH 3RD STREET	LARAMIE	WY	8207 0	307-395-7781	

Exhibit D

Exhibit G List of Former Franchisees

~~List of former franchisees as of December 31, 2022~~

LIST OF FORMER FRANCHISEES

Exhibit D

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

Center #	Franchisee	City	State	Phone	Reason
44120	RICHARD HILL/SUSAN HILL	BIRMINGHAM	AL	(205) 322-2483	Transfer
11334	MARK MUSIC	HUNTSVILLE	AL	(256) 539-5458	Transfer
24361	ANDREW J FIELDS	SPRINGDALE	AR	(479) 750-0080	Transfer
25288	SCOTT LEFKOWITZ46101 CHRIS BONNIE, JOHN G. BONNIE, AND JOHN T. BO	TEMPEGLENDALE	AZ	(480) 966-9946602-459-3809	Transfer
19694	SCOTT LEFKOWITZ	PHOENIX	AZ	(602) 254-7154	Transfer
47102	WAYNE MARTELLA	MARICOPA	AZ	520-568-8048	Transfer
46920	RUSSELL HARTMAN/STACY KUJAW	POMONA	CA	(909) 623-6636	Transfer
23565	MARJAN BARABIAN	SANTA ROSA	CA	(707) 579-4100	Transfer
6697	QUYEN P. NGUYEN22332 VINCENT STIMMLER, JR.	COVINASACRAMENTO	CA	(626) 966-7491916-730-8137	Transfer
	26176 NEIL/ERIKA ALLEN	VICTORVILLE	CA	951-775-5719	Transfer
21235	CHRISTOPHER W WARDROP	RIVERSIDE	CA	(951) 682-6655	Transfer
17790	CRAIG E HIETT3132 JAMES HOWREY/CASEY HOWREY	NORTHGLENNBRIGHTON	CO	(303) 451-5400720-291-6586	Transfer
22143	SCOTT W. LAMEIER	SAINT PETERSBURG	FL	(727) 321-8586	Transfer
11783	FRANK E FILACCHIONE	JACKSONVILLE	FL	(904) 757-5106	Transfer
25241	SAMUEL A COWART	TAMPA	FL	(813) 935-7677	Transfer
15124	LEE/KEVA KONSKER	MIAMI	FL	305-264-1009	Transfer
4680	AUGUST VAN BRINK6374 ALLEN ZHOU	CANTONCONYERS	GA	(770) 704-7776770-871-8628	Transfer
6641	GARY W HASLIP	COEUR D'ALENE	ID	(208) 664-1402	Transfer
9470	GERALD A FIELD17916 VISHAL AGGARWAL	GLEN ELLYNOAK PARK	IL	(630) 545-2900847-971-6987	Transfer
58000	CHRISTOPHER WRIN8541 SHERRI GREEN	TERRE HAUTEEVANSVILLE	IN	(812) 234-8400812-457-8944	Transfer
	46045 GARRY E BOLING	WINCHESTER	KY	859-299-0761	Transfer
	17591 DAVID ANGEL/TENA ANGEL	N. ATTLEBORO	MA	702-573-5177	Transfer
	12221 HELEN L BOGATSCHOW	KALAMAZOO	MI	269-323-1075	Transfer
2355	JAMES T DUPONT, JR	BATON ROUGE	LA	(225) 926-8204	Transfer
12281	GUOHUI GUO	KANSAS CITY	MO	(816) 410-0837	Transfer
20951	MATT FERACE9485 KEVIN S. LYLE	RALEIGHGASTONIA	NC	(919) 876-4507980-722-5320	Transfer
3280	MICHAEL PADUA53111 KAMRAN DURRANI AND MANUSHI GULIA	HAWTHORNE MERCHANTVIL	NJ	973-310-3200470-215-2592	Transfer
21122	AARON CASTONGUAY	RENO	NV	(775) 329-8726	Transfer
18710	PRABHAT K TIBREWALA	PATCHOGUE	NY	(631) 758-2797	Transfer
45300	59090 KAMRAN DURRANI AND MANUSHI GGULIA	FEASTERVILLE TREVOSEVINELAND	PANJ	267-778-9751470-215-2592	Transfer
	2962 HANSOMATTIE SINGH	BRAMPTON	ON	416-500-6219	Transfer
	20413 JEFFREY P SZEKELY	MILWAUKIE	OR	503-789-3815	Transfer
	25571 JEFFREY P SZEKELY	TIGARD	OR	503-789-3815	Transfer

	46780 SHERRI & SAM UNDERLAND	BRISTOL	PA	215-783-6572	Transfer
	15940 JERRY MURPHY	MORRISVILLE	PA	215-275-6721	Transfer
6213	JAMES K CHU	COLUMBIA	SC	(803) 798-6130	Transfer
14721	RICHARD BLAYLOCK	MEMPHIS	TN	(901) 398-5256	Transfer
11062	ASHUVINDER AHUJA	HOUSTON	TX	(713) 790-0525	Transfer
11236	DOUG WATKINS	HOUSTON	TX	(281) 890-5807	Transfer
53020	DOUG WATKINS	PASADENA	TX	(713) 472-5700	Transfer
15690	DOUG WATKINS6841 RAHIM NATHOO	MISSOURI CITYDALLAS	TX	(281) 261-3220505-417-9858	Transfer
	43060 TODD ASHCROFT	BOUNTIFUL	UT	801-834-2911	Transfer
	22591 DAWN WOODS & THOMAS GRIFFITH	SALT LAKE CIT	UT	435-760-9014	Transfer
	23071 TODD L ASHCROFT	SANDY	UT	801-834-2911	Transfer
17302	ALEXANDER/PETE MAKRIS	VIRGINIA BEACH	VA	(757) 499-4109	Transfer
25070	HOWARD/SHANNON HELENBROOK	SUFFOLK	VA	(757) 934-2344	Transfer
26360	RODNEY E/C RONALD KILMON4440 JACK MAY JR	VIRGINIA BEACHCHARLOTTESV	VA	(757) 425-3333434-296-7117	Transfer
9261	MARK C MILES21320 MARY M CASEY	FREDERICKSBURGROANOKE	VA	(540) 834-4099540-200-7796	Transfer
18281	45081 BRIAN JOO/MICHAEL KIM	OLYMPIAEVERETT	WA	(360) 754-7094951-490-1583	Transfer
	24290 S MICHAEL EVANS & KATHY EVANS	SPOKANE	WA	509-994-6220	Transfer
	24323 S MICHAEL EVANS & KATHY EVANS	SPOKANE	WA	509-994-6220	Transfer

Exhibit D

Center #	Franchisee	City	State	Phone	Reason
29549100	GERD R ANDERSONSCOTT MCKEAN	BIRMINGHAM MOBILE	AL	(205) 853-9095251-648-6243	Ceased Operations
4870	CHARLES FISHBURN	COSTA MESA	CA	949-872-2313	Ceased Operations
13297	TIMOTHY W. KIESAU	LEMON GROVE	CA	619-933-0008	Ceased Operations
14798	ADRIAN STUPAR	MERCED	CA	209-769-6178	Ceased Operations
21150	JOHN R COPENHAVER	RICHMOND	CA	707-863-1353	Ceased Operations
1620	STEVEN J BERLAU	AURORA	CO	720-933-2292.	Ceased Operations
18384	CHARLES RILEY	ORLANDO	FL	305-464-9664	Ceased Operations
5317160200	DAVID BRINSONAND TENA ANGEL	QUEEN CREEKGARDNER	AZMA	480-888-7989702-573-5177	Ceased Operations
13134	NIRMAL THOMAS	LANHAM/SEAB	MD	937-912-4823	Non-renewal
555204457	GERMAN RAMIREZMICHAEL J COTTON	ALISO VIEJO	CACHARLOTTE	949-446-9140NC	704-334-5319,	Ceased Operations
104584891	KIE HA / BEN HA / LIBBY HASAM BATTAL	HAYWARD	CACARTERET	(510) 538-9917NJ	973-390-9137	Ceased Operations
131010663	MEHDI NATEGHIMARK BALKOVIC	ATLANTA	GAHIGHTSTOWN	(404) 873-1166NJ	732-918-8984	Ceased Operations
51510	JOSEPH AULABAUGH	ORLAND PARK	IL	708-966-4784	Ceased Operations
667320431	WILLIAM/LYNN TRIOLOARON D SCHARF	CREST HILL	ILPOINT PLEASA	(815) 741-0200NJ	908-705-6626	Non-renewal
15304 KENNETH B BERRY		GARDEN CITY PNY		516-523-1913	Non-renewal
25492	KARSIMRAN GILL	TURNERSVILLE	NJ	(856) 228-6006	Termination
58401	KARSIMRAN GILL	TOMS RIVER	NJ	(732) 279-9300	Termination
12014	LOUIS M FIZZAROTTI	JERSEY CITY	NJ	(201) 433-5555	Ceased Operations
4790	STEVEN MULLET5521 WILLIAM J LONG, JR	CANTONCINCINNATI	OH	(330) 455-5145850-999-9511	Ceased Operations
6253	SEEMA NAYYAR	COLUMBUS	OH	(614) 263-8817	Non-renewal
12692	ANDREW F RUTZ	KLAMATH FALL	OR	(541) 883-8151	Ceased Operations
53100	STEPHAN FEDERLIN	GRESHAM	OR	(503) 667-1222	Ceased Operations
17580 BILL GLEASON	18062	HOANG DAO	ODESSA	TXNORRISTOWN	(432) 580-8088PA	215-990-3144	Termination
121 ALFRED GARNETT AND ANGELIA GARNETT	14182	GEORGE O MAY	LYNCHBURG	VAAIKEN	(434) 528-3915SC	770-374-3320	Ceased Operations

Exhibit D

56912 KENNETH L. WILLIAMS, JR.	~~26161~~	~~STEPHAN FEDERLIN~~	~~VANCOUVER~~	~~WA~~CHARLESTON	~~(360) 695-4475~~ WV	304-543-5711	Ceased Operations

Exhibit D

Exhibit H
Financial Statements

AAMCO Transmissions, LLC and Subsidiary

Consolidated Financial Report
December 31, ~~2022~~2023

Contents

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RSM US LLP

Independent Auditor's Report

Member AAMCO Transmissions, LLC

Opinion
We have audited the consolidated financial statements of AAMCO Transmissions, LLC and ~~Subsidiaries~~Subsidiary (the Company), which comprise the consolidated balance sheets as of December 31, ~~2022~~2023 and ~~2021~~2022, the related consolidated statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, ~~2022~~2023 and ~~2021~~2022, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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

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

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

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that

Exhibit D

In performing an audit in accordance with GAAS, we:

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

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

RSM US LLP

Blue Bell,
Pennsylvania April ~~28~~30, ~~2023~~2024

AAMCO Transmissions, LLC and Subsidiary **Consolidated Balance Sheets** **December 31, ~~2022~~2023 and ~~2021~~2022** *(Dollars in thousands)*					
	2023		**2022**		**~~20~~**
Assets					
Current assets:					
Cash	$ 572		$ 384		~~$~~
Accounts receivable, net	2,850		3,951		
Notes receivable, net	314		793		
Inventories and supplies	53		58		
Prepaid expenses and other	230		309		

Exhibit D

Total assets		$ 91,152	
Liabilities and Member's Equity			
Current liabilities:			
Accounts payable and accrued expenses	$ 2,041	$ 821	~~$ 811~~
Deferred income	858	1,037	~~990~~
Total current liabilities	2,899	1,858	~~1,801~~
Long-term liabilities:			
Security deposits	2,089	2,015	
Total long-term liabilities	2,089	2,015	
Total liabilities	4,988	3,873	

Commitments and contingencies (Note 4)

Member's equity:

Member's equity	157,174	144,184
Due from parent company and affiliates	(78,467)	(56,905)
Total member's equity	78,707	87,279
Total liabilities and member's equity	$ 83,695	$ 91,152

~~Member's equity 144,184~~ ~~138,652~~
~~Due from parent company and affiliates (56,905)~~ ~~(40,592)~~
~~Total member's equity 87,279~~ ~~93,054~~
~~Total liabilities and member's equity $ 91,152~~ ~~$ 96,837~~

See notes to consolidated financial statements.

AAMCO Transmissions, LLC and Subsidiary

Consolidated Statements of Operations

Years ended December 31, 2023, 2022~~, 2021~~ and ~~2020~~2021

(Dollars in thousands)

	~~2022~~ 2023	2022	2021	
Revenues:				
Franchise fees	~~$ 32,970~~$ 34,537	$ 32,970	$ 29,022	~~$~~
Sales of equipment and supplies	~~1,504~~1,111	1,504	1,493	
License and training fees	~~176~~140	176	206	
Other	~~1,770~~1,359	1,770	1,576	
Total revenues	~~36,420~~37,147	36,420	32,297	

Expenses:

Operating expenses:

Cost of sales	988	~~1,363~~	1,363	~~904~~
Selling, general and administrative	~~17,730~~ 16,212	17,730		

o

o

See notes to consolidated financial statements.

AAMCO Transmissions, LLC and Subsidiary

Consolidated Statements of Member's Equity
Years ended December 31, 2023, 2022~~, 2021~~ and
~~2020~~2021 ***(Dollars in thousands)***

	Member's Equity	Due from Parent Company and Affiliates	Total Member's Equity
~~Balance as of January 1, 2020~~	~~119,523~~	~~(13,312)~~	~~106,211~~
~~Net income~~	~~5,956~~	~~-~~	~~5,956~~
~~Advances to parent company and affiliates~~	~~-~~	~~(11,999)~~	~~(11,999)~~
Balance as of ~~December~~January ~~31, 2020~~1, 2021	$ 125,479	$ (25,311)	$ 100,168
Net income	8,173	-	8,173
Advances to parent company and affiliates	-	(15,287)	(15,287)
Balance as of December 31, 2021	133,652	(40,598)	93,054
Net income	10,531	-	10,531
Advances to parent company and affiliates	-	(16,307)	(16,307)
Balance as of December 31, 2022	~~$~~ 144,184	~~$~~ (56,905)	~~$~~ 87,279
Net income	12,990	-	12,990
Advances to parent company and affiliates	-	(21,562)	(21,562)
Balance as of December 31, 2023	$ 157,174	$ (78,467)	$ 78,707

See notes to consolidated financial statements.			

AAMCO Transmissions, LLC and Subsidiary

Consolidated Statements of Cash Flows
Years ended December 31, 2023, 2022~~, 2021~~ and ~~2020~~2021
(Dollars in thousands)

	2023	2022	2021
Cash flows from operating activities:			
Net income	$ 12,990	$ 10,531	$ 8,173
Adjustments to reconcile net income to net cash			
provided by operating activities:			
Depreciation and amortization	6,919	6,782	6,956
Provision for credit losses	895	514	373
Notes and accounts receivable	755	(672)	140
Prepaid expenses and other	131	(2)	347
crease (decrease):			
Accounts payable, accrued expenses, and other liabilities	1,219	10	(75)
Deferred income and security deposits	(106)	80	168
Net cash provided by operating activities	22,803	17,243	16,082

Changes in assets and liabilities: (Increase) decrease:

In

Cash flows from investing activities:

	~~2022~~	~~2021~~	~~2020~~
~~Cash flows from operating activities:~~			
~~Net income~~	~~$ 10,531~~	~~$ 8,173~~	~~$ 5,956~~
~~Adjustments to reconcile net income to net cash~~			
~~provided by operating activities:~~			
~~Depreciation and amortization~~	~~6,782~~	~~6,956~~	~~6,799~~
~~Provision for doubtful accounts~~	~~514~~	~~373~~	~~(136)~~
~~Changes in assets and liabilities:~~			
~~(Increase) decrease:~~			
~~Notes and accounts receivable~~	~~(672)~~	~~140~~	~~826~~
~~Prepaid expenses and other~~	~~(2)~~	~~347~~	~~(447)~~
~~Increase (decrease):~~			
~~Notes payable~~	~~-~~	~~-~~	~~(2)~~
~~Accounts payable, accrued expenses, and other liabilities~~	~~10~~	~~(75)~~	~~(174)~~
~~Deferred income and security deposits~~	~~80~~	~~168~~	~~186~~
~~Net cash provided by operating activities~~	~~17,243~~	~~16,082~~	~~13,008~~
~~Cash flows from investing activities:~~			
Advances to parent company and affiliates, net	(22,253)	(16,876)	(16,030)

Exhibit D

Purchase of equipment	(362)	_(212)	_(147)	
Net cash used in investing activities	~~(17,088)~~(22,615)	(17,088)	(16,177)	~~(1~~
Net change in cash	~~155~~188	155	(95)	
Cash, beginning	~~229~~384	229	324	
Cash, ending	~~$ 384~~ $ 572	$ 384	$ 229	~~$~~
See notes to consolidated financial statements.				

Note 1. Description of Business

Description of business: AAMCO Transmissions, LLC (the Company or AAMCO) franchises automotive transmission and general repair centers throughout the United States and Canada to which they also sell equipment and supplies. On October 2, 2017, Icahn Automotive Service LLC (Icahn) acquired the units of the Company.

Note 2. Summary of Significant Accounting Policies

Consolidation: The consolidated financial statements include the accounts of AAMCO and its wholly owned subsidiary, AAMCO Canada, Inc. All significant intercompany balances and transactions have been eliminated in consolidation. AAMCO is a wholly-owned subsidiary of Icahn.

Revenue recognition: The Company recognizes revenue in accordance with Financial Accounting Standards Board (FASB) Topic 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligation in the contract
- Recognize revenue when or as performance obligations are satisfied

The Company derives its significant revenue from the following principal sources:

Franchise fees: The Company's operations include the licensing of franchises primarily in North America under the name of "AAMCO Transmissions and Total Car Care" to franchisees for 15-year renewable terms. Under the franchise contract, the Company may, among other things, assist franchisees in identifying potential site locations, provide training to the franchisee and provide certain support services and supplies. The franchisee in accordance with the terms of the franchise agreement is obligated to pay the Company a recurring franchise fee equal to a stated percentage of all revenues excluding sales tax (Gross Receipts) from all business transacted by the franchisee. The Company's policy is to recognize franchise fees as revenue when it is earned and realized or realizable and collectability is reasonably assured. Costs associated with franchise operations are expensed as incurred.

Training fees: The Company recognizes training fees at the time when all material services or conditions relating to the new franchise have been substantially performed by the Company. All material services or conditions are substantially performed by the Company upon the commencement of operations at the center by the franchisee.

Initial license fees: Initial franchise fees are recognized as the performance obligations are met. Unearned license fees are included in deferred revenue in the accompanying balance sheets. A portion of the services provided in exchange for these initial license fees are highly interrelated with the franchise right and are not individually distinct from the ongoing services the Company provides to its franchisees. As a result, a portion of initial license fees are recognized on a straight-line basis over the term of each respective franchise agreement, which is consistent with the franchisee's right to use and benefit from the intellectual property. For the portion of the initial license fees that are considered to be individually distinct from the ongoing

Note 2. Summary of Significant Accounting Policies (Continued)

services provided to the franchisee, the Company recognizes those initial license fees as each individual performance obligation is satisfied.

Sales of equipment and supplies: Equipment and supplies sales represent revenues generated by the sale of equipment and supplies to franchisees. Revenue is recorded when the equipment and supplies are shipped by the supplier and the obligation to perform is satisfied.

Other revenue: The Company recognizes commissions and other revenue during the period in which the income is earned. The Company also provides various ancillary services to the franchisee. Such services include, but are not restricted to, franchisee training, toll free telephone line support, computer software, promotional items, etc. The Company's policy is to recognize fees related to the ancillary services when the performance obligations have been substantially complete.

Revenue from franchise fees, equipment and supplies sales, other revenues fees, and a portion of initial license fees is recognized at a point in time, whereas revenue from a portion of initial license fees is recognized over time. Total revenue recognized at a point in time and over time was as follows for the years ended December 31, 2023, 2022~~, 2021~~ and ~~2020~~2021:

	2023	2022	2021	~~2020~~
Revenue recognized over time	$ 43	$ 50	$ 44	~~$ 29~~
Revenue recognized at a point in time	37,104	36,370	32,253	~~27,706~~
	$ 37,147	$ 36,420	$ 32,297	~~$ 27,735~~

Cash: Cash consists of deposits with financial institutions. These balances are insured by the Federal Deposit Insurance Corporation. The Company considers all highly liquid debt instruments with a maturity period of three months or less to be cash equivalents.

Notes and accounts receivable: Notes receivable are stated at the gross amount of the principal payment due, reduced by an allowance for ~~uncollectible accounts~~credit losses. For notes issued at below market rates, the Company recognizes a discount at the time of issuance and accretes the discount as interest income over the life of the note. It is the Company's policy to maintain an allowance for credit losses for notes receivable losses at a level considered adequate to provide for probable losses. The level of allowance is based on management's evaluation of the portfolio, which takes into account overall prevailing and anticipated business and economic conditions, note risk and the net realizable value of notes. The allowance is calculated based on the overall risk profile of the portfolio, based on historical delinquency and collection patterns. The Company periodically reviews the notes receivable and provides an allowance for probable losses on outstanding balances. Additionally, the Company periodically assesses individual notes for potential impairment. The notes receivable are generally considered impaired when it is probable that the Company will be unable to collect the contractual interest and principal payments as scheduled in the agreement. Once a note receivable is impaired, the Company recognizes interest income on a cash basis. If the Company determines that it is likely that a note receivable will not be collected based on financial or other franchisees' business indicators, including the Company's historical experience, it is Company's policy to write off the note in the period in which it is deemed uncollectible. Recoveries of notes receivable previously written off are recorded into income when received in cash. The allowance for notes receivables was $4,880 and $4,649 ~~and $4,611~~ for the years ended December 31, ~~2022~~2023 and ~~2021~~2022, respectively.

Note 2. Summary of Significant Accounting Policies (Continued)

Accounts receivable consist principally of amounts invoiced for franchise fees, advertising, equipment and supplies. The Company records an allowance for ~~uncollectible receivables~~credit losses based on review of all outstanding amounts on a monthly basis and evaluation of the creditworthiness of its franchisees. For trade receivables, the Company generally does not require collateral from its franchisees. An allowance for ~~doubtful accounts~~credit losses is recorded through charges to earnings in the form of a charge to bad debt expense. The Company periodically reviews and writes-off an account receivable once it is determined that the account cannot be collected. Recoveries of accounts receivable previously written off are recorded into income when received in cash. The allowance for accounts receivables was $7,759 and $7,279 ~~and $6,919~~ for the years ended December 31, ~~2022~~2023 and ~~2021~~2022, respectively.

Effective January 1, 2023, the Company adopted ASC 326, Financial Instruments—Credit Losses, using a modified retrospective approach for its financial assets in the scope of ASC 326. ASC 326 requires measurement and recognition of expected credit losses for financial assets held. Estimating credit losses based on risk characteristics requires significant judgment by the Company. Significant judgments include but are not limited to assessing current economic conditions and the extent to which they would be relevant to the existing characteristics of the Company's financial assets, the estimated life of financial assets and the level of reliance on historical experience in light of economic conditions.

The Company reviews and updates, when necessary, its historical risk characteristics that are meaningful to estimating credit losses, any new risk characteristics that arise in the natural course of business, and the estimated life of its financial assets.

Intangible assets: The Company has adopted FASB ASC Topic 350, Intangibles – Goodwill and Other Intangible Assets. The Company classifies intangible assets into intangible assets with definite lives subject to amortization and intangible assets with indefinite lives not subject to amortization. Definite-lived intangible assets consist of franchise agreements and leasehold interests. The Company amortizes its definite-lived intangible assets over 6 to 10 years using a straight-line method. The useful life of these intangibles expire at various times through 2027. Amortization of intangible assets amounted to $6,088 for the years ended December 31, 2023, 2022~~, 2021~~ and ~~2020~~2021. Indefinite-lived intangible assets consist of trade names and the franchisor systems that lead into generation of franchise agreements. The Company tests indefinite-lived intangibles for impairment on an annual basis, or more frequently if events or circumstances indicate that assets might be impaired. At December 31, ~~2022~~2023 and ~~2021~~2022, the Company believes indefinite-lived intangible assets are not impaired.

The Company's intangible are comprised of the following:

	Weighted Average Useful Life	2023	2022 ~~2021~~
Trade name and trademark	indefinite	$ 6,500	$ 6,500
Indefinite-lived intangible assets		6,500	6,500
Franchise agreements	10	59,000	59,000
Leasehold interest	7	1,300	1,300
Definite-lived intangible assets		60,300	60,300
Less accumulated amortization		38,050	~~25,874~~

Definite-lived intangible assets, net		22,250		~~34,426~~
Intangible assets, net		$ 28,750		~~$ 40,926~~

Note 2. Summary of Significant Accounting Policies (Continued)

Estimated annual amortization expense on acquired intangible assets at December 31, ~~2022~~2023 is as follows:

Years ending:

~~2023~~	~~$ 6,088~~
2024	$ 6,025
2025	5,900
2026	5,900
~~Thereafter~~2027	4,425
	~~$ 28,338~~$ 22,250

~~Note 2. Summary of Significant Accounting Policies (Continued)~~

Goodwill: Goodwill is the excess of the purchase price over the fair value of identifiable assets acquired in business combinations. Goodwill is not being amortized to earnings, but instead is subject to annual testing for impairment. The Company tests goodwill for impairment on an annual basis as of October 1st or between annual tests in an event occurs or circumstances change that could reduce the fair value below its carrying amount. At December 31, ~~2022~~2023 and ~~2021~~2022, the Company believes its goodwill is not impaired.

Fair value of financial instruments: Financial instruments include cash, accounts and notes receivable, accounts payable, and accrued expenses. The carrying value of cash, accounts and notes receivable and accounts payable and accrued expenses approximate its fair value because of their short-term nature.

Equipment and leasehold improvements and depreciation and amortization: Equipment and leasehold improvements are carried at cost. Depreciation is computed by the straight-line method over the estimated useful lives of the assets, which range from 3 to 10 years. Leasehold improvements are amortized over the shorter of the economic life of the asset or the term of the lease. Depreciation and amortization was $831, $694~~,~~ and $868 ~~and $711~~ for the years ended December 31, 2023, 2022~~,~~ and 2021 ~~and 2020~~, respectively.

Income taxes: As a single member limited liability company, the Company's taxable income or loss is allocated to the member. Therefore, no provision or liability for income taxes has been included in the consolidated financial statements.

For the year ended December 31, ~~2022~~2023, management evaluated the Company's tax positions and concluded that the Company had taken no uncertain tax positions that require adjustment to the consolidated financial statements. The Company is not subject to income tax examinations by U.S. federal, state or local tax authorities for years before ~~2019~~2020.

The Company is considered a disregarded entity for tax purposes. As such, the operations of the Company are combined with, and included with, Icahn for federal and state income tax purposes. There is no formal tax-sharing arrangement that exists with the member and there is no commitment for the Company to fund the tax liability of the member with the earnings of the Company.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make

estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The most significant estimate relates to allowances for ~~doubtful~~credit losses for accounts and notes receivable.

Note 2. Summary of Significant Accounting Policies (Continued)

Concentration of credit risk: The Company is subject to credit risk through notes and other receivables. Credit risk with respect to notes and other receivables is minimized because of the large number of franchises and their geographic dispersion.

Impairment of long-lived assets: The Company reviews long-lived assets, including equipment and leasehold improvements and definite lived intangible assets, for impairment whenever events or changes in business circumstances indicate that the carrying amount of the assets may not be fully recoverable. An impairment loss would be recognized when undiscounted future cash flows expected to result from the use of the assets and their eventual disposition is less than the carrying amount. Impairment, if any, is assessed using discounted cash flows. No impairments have occurred during the years ended December 31, 2023, 2022~~,~~ and 2021 ~~and 2020.~~

~~Note 2. Summary of Significant Accounting Policies (Continued)~~

~~Recently issued accounting pronouncements: The following Accounting Standards Updates (ASU) that were issued or became effective could have an impact on the Company's consolidated financial statements:~~
~~In June 2016, the FASB issued ASU 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. ASU 2016-13 requires a financial asset (or a group of financial assets) measured at amortized cost basis to be presented at the net amount expected to be collected. In addition, the ASU requires credit losses relating to available-for-sale debt securities to be recorded through an allowance for credit losses. The amendments in this ASU broaden the information that an entity must consider in developing its expected credit loss estimate for assets measured either collectively or individually. The amendment is effective for annual reporting periods after December 15, 2022. The Company is currently in the process of evaluating the standard but does not expect it will have a material impact on the Company's consolidated financial statements~~.

Note 3. Related Party Transactions

As of December 31, 2023 and 2022 ~~and 2021~~, the Company had a payable to the AAMCO National Creative Committee (NCC) of approximately $81 and $79, respectively, which is included in accounts payable and accrued expenses in the accompanying consolidated balance sheet. NCC is composed of all AAMCO franchisees, governed by twelve franchisees and three members of the Company's management.

Additionally, the Company has lent money in the form of a long-term intercompany loan to Icahn and its affiliates. The intercompany loan arrangement does not include a provision for an interest charge and has no set maturity payment date. The intercompany loan balances are classified as due from parent company and affiliates in the member's equity section on the consolidated balance sheets.

The Company is the employer for individuals in the corporate-owned locations under entity AAMCO Retail, LLC (Retail). The Company charges Retail at cost for their payroll and travel expenses. The payroll and travel expenses for Retail was $2,968 and $3,409 for the years ended December 31, 2023 and 2022.

Note 4. Commitments and Contingencies

Leasing arrangements: The Company shares certain office space and equipment under Icahn leasing arrangements. The Company's rent expense was $228, $220~~,~~ and $200 ~~and $193~~ for the years ended

December 31, 2023, 2022~~,~~ and 2021 ~~and 2020~~, respectively, relating to all leasing arrangements.

401(k) plan: The Company has a 401(k) retirement plan (the Plan) covering substantially all employees. The Plan provides for a discretionary employer matching contribution. The Plans provide for employer matching contributions. Employer contributions of $0~~, $0 and $14~~ were made for the years ended December 31, 2023, 2022~~,~~ and 2021 ~~and 2020, respectively~~.

Litigation and contingencies: The Company is a defendant in various legal matters and other claims arising in the normal course of business. In the opinion of management, the ultimate disposition of such matters (to the extent not provided for by insurance or otherwise) will not have a material adverse effect upon the Company's financial position, results of operations and cash flows.

Note 5. Subsequent Events

The Company has evaluated its subsequent events (events occurring after December 31, ~~2022~~2023) through April ~~28~~30, ~~2023~~2024 which represents the date the financial statements were issued, and the Company determined that there are no material subsequent events requiring adjustment to, or disclosure in, the consolidated financial statements.

Exhibit 1 Operator's Manual Table of Contents

SECTION	TITLE
1	AAMCO SERVICE PROGRAM INTRODUCTION
2	COMMON AAMCO CENTER TERMS
3	AAMCO TELEPHONE PROCEDURE
4	DAILY CUSTOMER REGISTER
5	CUSTOMER RECEPTION PROCEDURE
6	VEHICLE COURTESY CHECK
7	SERVICE RECOMMENDATION PROCEDURES
8	OVERCOMING OBJECTIONS
9	SERVICE STANDARDS
10	CAR DELIVERY
11	INTERSHOP
12	COMPLETE CUSTOMER SATISFACTION
13	CONSUMER AFFAIRS
14	MANUAL TRANSMISSION PROCEDURES
15	POS SYSTEM
16	PRODUCTION
17	NATIONAL FLEET ACCOUNTS
18	OUTSIDE SALES PROGRAM
19	ADVERTISING
20	RECRUITING
20A	HOW TO FIND & HIRE CSM GUIDE BOOK
20B	HOW TO FIND & HIRE TECHNICIAN GUIDE BOOK

(in thousands, except share data)

Total pages in manual = 256

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Exhibit J

FRANCHISEE PURCHASE CONFIRMATION

As you know, AAMCO Transmissions, LLC ("we" or "us"), and you are preparing to enter into a Franchise Agreement for the operation of an AAMCO Center. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized, or that may be untrue, inaccurate or misleading, in order to be certain that you have been properly represented in this transaction and that you understand the limitations on claims you may make arising from the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the receipt for the Franchise Disclosure Document; instead, you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, then please explain your answer on the back of this sheet.

No	Yes	1.	Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?
No	Yes	2.	Have you received and personally reviewed the Franchise Disclosure Document and each attachment or schedule attached to it?
No	Yes	3.	Did you receive a completed copy of the Franchise Agreement and all blanks filled in at least seven calendar days before you signed it?
No	Yes	4.	Did you receive a completed copy of the Franchise Disclosure Document and all blanks filled in at least fourteen calendar days before you signed it?
No	Yes	5.	Do you understand all of the information contained in the Franchise Agreement and each attachment or schedule attached to it?
No	Yes	6.	Do you understand all of the information contained in the Franchise Disclosure Document and each attachment or schedule attached to it?
No	Yes	7.	Have you had an opportunity to discuss the benefits and risks of developing and operating an AAMCO Center with an attorney, accountant or other professional advisor?
No	Yes	8.	Do you understand the benefits and risks of developing and operating an AAMCO Center?
No	Yes	9.	Do you understand that the success or failure of your AAMCO Center will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms, and other economic and business factors?
No	Yes	10.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	11.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	12.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	13.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	14.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	15.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	16.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	17.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	18.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	19.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	20.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
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No	Yes	26.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	27.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
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No	Yes	87.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	88.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	89.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	90.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	91.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	92.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	93.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	94.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	95.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	96.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	97.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	98.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	99.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?
No	Yes	100.	Do you understand that we do not make any promise, guarantee or warranty about the success, profits or earnings you will achieve or that you are likely to achieve?

nt indicating the date you received it?

4. Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?

5. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?

6. Have you discussed the benefits and risks of developing and operating an AAMCO Center with an existing franchisee?

7. Do you understand the risks of developing and operating an AAMCO Center?

8. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in Pennsylvania?

10. Do you understand that you must satisfactorily complete the initial training course before we will allow your AAMCO Center to open, or otherwise before we will consent to a transfer of your AAMCO Center?

Yes

Yes

Yes

Initially reviewed the Franchise Disclosure Document provided?

No

11. Do you agree that no employee

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(including its exhibits and amendments) delivered to you or your representative.

[Signature Page Follows.]

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Signature of Franchise Applicant	Signature of Franchise Applicant
Name (please print)	Name (please print)
Dated	Dated
Signature of Franchise Applicant	Signature of Franchise Applicant
Name (please print)	Name (please print)
Dated	Dated

EXPLANATION OF ANY NEGATIVE RESPONSES [REFER TO QUESTION NUMBER]:

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	April 30, ~~2023~~2024
Hawaii	
Illinois	April 30, ~~2023~~2024
Indiana	April 30, ~~2023~~2024
Maryland	
Michigan	April 30, ~~2023~~2024
Minnesota	
New York	April 30, ~~2023~~2024
North Dakota	
Rhode Island	
South Dakota	April 30, ~~2023~~2024
Virginia	
Washington	
Wisconsin	April 30, ~~2023~~2024

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

ITEM 23
RECEIPT (YOUR COPY)

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If AAMCO Transmissions, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **[New York ~~and Rhode Island require~~requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]**

If AAMCO Transmissions, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C., 20580 and to the applicable state agency at any of their offices. See Exhibit D.

The franchisor is AAMCO Transmissions, LLC, located at 201 Gibraltar Road, Horsham, PA 19044. Its telephone number is (610) 668-2900.

Issuance Date: April 30, ~~2023~~2024

The name, principal business address, and telephone number of each franchise seller offering the franchise:

Franchisor:	**Franchise Seller(s):**
201 Gibraltar Road Horsham, PA 19044 Telephone: (610) 668-2900 Fax: (215) 956-0340 www.aamcotransmissions.com	**Name of Individual(s) negotiating on behalf of Franchisor:** **Warren Berest** _____ **Franchise Development Manager** **AAMCO Transmissions, LLC, 201 Gibraltar Road, Horsham, PA 19044, Telephone: (610) 668-2900, Fax: (610) 471-0442, www.aamcotransmissions.com,** _____ **Franchise Broker (if any)** _____

If an additional broker or other franchise seller is involved in a particular transaction, their name, principal business address and telephone number shall be inserted above. If the information is left blank, then there is no additional franchise seller involved in the transaction with the prospective franchisee who signs the receipt.

Exhibit K

AAMCO Transmissions, LLC authorizes the persons or entities or respective state agencies identified on Exhibit E to receive service of process for it in the particular state.

I received a disclosure document dated April 30, ~~2023~~2024 that included the following exhibits:

Exhibit A-1	AAMCO Franchise Agreement
Exhibit A-2	EDAC Agreement (for franchisees in system prior to 10/01/06)
Exhibit A-3	Deposit Agreement
Exhibit A-4	Lease Rider
Exhibit A-5	Advertising Commitment Letter
Exhibit A-6	Advertising Pool Installment Note
Exhibit A-7	Sample Advertising Pool Agreement
Exhibit A-8	Electronic Funds Transfer (EFT)
Exhibit A-9	Personal Guaranty
Exhibit A-10	General Release
Exhibit A-11	DAC Phone Redirect Agreement
Exhibit A-12	POS System License
Exhibit B	
Exhibit C	
Exhibit D	
Exhibit E	
Exhibit F	
Exhibit G	
Exhibit H	
Exhibit I	
Exhibit J	
Exhibit K	

State Addendato FDD Item disclosures State

Exhibit K

Amendments to Franchise Agreement State Administrators/Agents for Service of Process List of State and Local L
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Operator's Manual T
Franchisee Purchase
Receipts

d this disclosure document on the following date_____/_____/_____

YOUR SIGNATURE:_____ **DATED:**_____

PRINT NAME:_____

RETAIN THIS COPY FOR YOUR RECORDS

ITEM 23 RECEIPT (COMPANY'S COPY)

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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Franchise Broker (if any)

Exhibit K

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Exhibit G	
Exhibit H	
Exhibit I	
Exhibit J	
Exhibit K	

State Addendato FDD Item disclosure

Exhibit K

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Operator’s Manual T
Franchisee Purchase
Receipts

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sure document on the following date_____/_____/_____

YOUR SIGNATURE:_____ **DATED:**_____

PRINT NAME:_____

RETURN THIS COPY TO US -- YOU MAIL THE EXECUTED ORIGINAL TO US AT THE ABOVE ADDRESS; FAX US A SIGNED COPY OF THIS RECEIPT TO THE FAX NUMBER SHOWN ABOVE; OR PDF THE SIGNED COPY AS AN ATTACHMENT TO AN E-MAIL DIRECTED TO FRANCHISE@AAMCO.COM