FRANCHISE DISCLOSURE DOCUMENT

MICHELIN RETREAD TECHNOLOGIES, INC.
A Delaware corporation
101 Harrison Bridge Road
Simpsonville, South Carolina 29681
(864) 627-5631
https://www.michelintruck.com/services-and-programs/michelin-commercial-services-network/

The franchise offered is for the operation of MICHELIN® COMMERCIAL SERVICE NETWORK™ ("**MCSN**") service centers (each a "**Service Center**") to provide professional truck fleet services.

The total investment necessary to begin operation of a Service Center is between $189,000 to $4,252,500. This includes $21,000 to $554,500 that must be paid to the franchisor or its affiliate(s).

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.**

The terms of your contract will govern your franchise relationship. Do not 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 NW, Washington, DC 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, 2026

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 Exhibit E.
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 G 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 Michelin business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Michelin franchisee?	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit 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 us by litigation or arbitration only in South Carolina. Out-of-state litigation or arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to litigate or arbitrate with us in South Carolina 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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D: List of State Agencies/Agents for Service of Process
E: Lists of Franchisees and Affiliate-Owned Service Centers
F: Operating Manual Table of Contents
G: Financial Statements
H: State Addenda to the Franchise Disclosure Document
I: Riders to the MICHELIN® Commercial Service Network™ Franchise Agreement
J: Receipts

APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT, AND MIGHT REQUIRE AN ADDENDUM TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES AND ADDENDA, IF ANY, APPEAR IN EXHIBITS H AND I.

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "**Franchisor**," "**MRTI**," "**we**," "**us**" or "**our**" means Michelin Retread Technologies, Inc., the franchisor. "**You**", "**your**" or "**MCSN Franchisee**" means the person or entity who buys a franchise to operate one or more Service Center(s). If you are a corporation, limited liability company, partnership or any other type of legal entity, we may require that each of your owners signs a personal guarantee agreeing to be personally bound by your financial and other obligations under the Franchise Agreement.

MRTI

MRTI is a Delaware corporation which was formed on June 12, 1997. We conduct business under the name Michelin Retread Technologies. Our principal business address is 101 Harrison Bridge Road, Simpsonville, South Carolina 29681. Our agents for service of process are listed in Exhibit D.

We intend to offer franchises for Service Centers. We do not own or operate any Service Centers. We began offering Service Center franchises in July 2010. We have also offered franchises for Michelin Retread Shops (each, a "**Retread Shop**") since August 1997. Other than Retread Shops, we are engaged only in business activities that relate to the ownership, operation and franchising of Service Centers, and have not offered franchises in other lines of business. Other than some of our foreign affiliates (as disclosed below), none of our affiliates have offered franchises similar to Service Centers or in any other line of business.

Our Parent, Predecessors and Affiliates

Our parent is Michelin Corporation, with a principal place of business address of One Parkway South, Greenville, South Carolina 29615. Michelin Corporation's parent is Compagnie Financiere Michelin, with a principal place of business address of Rte Louis-Braille 10, 1763 Granges-Paccot, Switzerland.

On April 30, 1999, Michelin North America, Inc. ("**MNA**"), with its principal place of business address of One Parkway South, Greenville, South Carolina 29615, acquired all of the outstanding shares of Tire Centers, Inc., which was, until March 2018, known as Tire Centers, LLC, a Delaware limited liability company ("**TCI**"). As a subsidiary of MNA, TCI was engaged in the sale of truck, passenger, and light truck tires and related motor vehicle products and services and operated tire mounting and motor vehicle service centers and tire distribution centers across the United States. TCI was sold by MNA during 2018.

On January 4, 2000, MNA acquired all of the outstanding shares of Stringer Tire Co., a Jacksonville-based commercial truck tire business. MNA subsequently merged the 6 Florida stores and 1 Georgia store in the Stringer business into the TCI network. To the extent any of these locations were still in operation, they were sold or assigned by TCI in 2009 for Georgia locations and 2017 for Florida locations.

Information about our foreign affiliates is provided below:

- Michelin Retread Technologies (Canada) Inc. ("**MRT(C)I**"), was formed on January 29, 1999, and its principal place of business is 2863 Granton Road, New Glasgow, Nova Scotia, Canada B2H 5C6. MRT(C)I franchises Retread Shops and Service Centers in Canada. As of December 31, 2025, there were 7 franchised Retread Shops and 94 Service Centers in Canada. MRT(C)I has not owned or operated either Retread Shops or Service Centers, and has not offered franchises in any other line of business.

- Michelin Australia Pty Limited ("**Michelin Australia**") was formed on July 1, 1997, and its principal place of business is 51-57 Fennell Street, Port Melbourne Victoria 3207. Michelin Australia offers retreading

licenses in Australia and New Zealand under the "Recamic" trademark. As of December 31, 2025, there were 4 licensed Recamic retreading shops in Australia and 1 in New Zealand. Michelin Australia has not owned or operated Recamic retreading shops in North America or Australia and has not offered franchises in any other line of business.

- Michelin (China) Investment Co., Ltd. ("MCIC") was formed in 2001, and its principal place of business is Room 401, Building 7, No. 518 North Fuquan Road, Changning District, Shanghai, Peoples' Republic of China. MCIC offers franchises of retail outlets that sell tires and related automotive products and that provide automotive maintenance and repair services in China under the "Tyreplus" trademark. In 2010, MCIC transferred its whole Tyre Plus and franchise network to its subsidiary, Tyre Plus (Shanghai) Auto Accessories Trading Co., LTD. (100% invested by MCIC). The franchisor of Tyre Plus network is the Tyre Plus (Shanghai) Auto Accessories Trading Co., Ltd., with registered address First Floor, No. 845, Songhong Road, Changning District, Shanghai. As of December 31, 2025, there were 1755 franchised Tyreplus outlets in China. MCIC has not owned or operated any Tyreplus shops in North America and has not offered franchises in any other line of business.

- Euromaster France SNC was formed on October 7, 1993, and its principal place of business is 180 avenue de l'Europe - 38330 Montbonnot Saint Martin – France ("**Euromaster France**"). Euromaster Polska was formed on January 22, 2008, and its principal place of business is Leonharda 9 10-454 Olsztyn Poland ("**Euromaster Poland**"). Euromaster Italia S.r.1. was formed on February 17, 2010, and its principal place of business is c/o Centro Direzionale Bodio Center 3, Viale Luigi Bodio 37 20158 Milano-Italia ("**Euromaster Italy**"). Euromaster Ceska Republika s.r.o. was formed on January 26, 2010, and its principal place of business is Praha 4, Doublebska 5/1699 – Ceska Republika ("**Euromaster Czech Republic**"). Euromaster GmbH was formed on August 17, 2016, and its principal place of business is Theodor-Heuss-Anlage 12, 68165 Mannheim – Deutschland ("**Euromaster Germany**"). Euromaster Reifenservice GmbH was formed on June 26, 1992, and its principal place of business is Triesterstrasse 336, 1230 Wien, Austria ("**Euromaster Austria**"). Euromaster Automocion Y Servicios S.A was formed on February 15, 1963, and its principal place of business is C/ Albarracin, 34-28037 Madrid, Spain ("**Euromaster Spain**"). Suomen Euromoster OY was formed on December 15, 1987, and its principal place of business is Nuolihaukantie 5 – 28220 Pori, Finland ("**Euromaster Finland**"). Euromaster AB was formed on May 15, 1961, and its principal place of business is Stormhalls vägen 6 Box 1134, 432 15 Varberg, Sweden ("**Euromaster Sweden**"). Euromaster Tyre & Services Romania SA was formed on August 18, 2009, and its principal place of business is 10 Soseau Bucaresti Nord, Global City Business Park, Cladirea 01, Etaj 1 si Etaj 4, Camerele si 2, Voluntari Dehull 11 fov, Romania ("**Euromaster Romania**"). Euromaster Portugal Sociedade Unipessoal was formed on August 27, 2008, and its principal place of business is Campo Grande Nº 378-4ºA 1700-096, Lisbon, Portugal ("**Euromaster Portugal**"). Euromaster Lastik ve Servis Limited Sirketi was formed on January 11, 2012, and its principal place of business is Eski Buyukdere Caddesi Tekfen Tower No: 209 PK: 34394 4, Istanbul, Turkey ("**Euromaster Turkey**"). Euromaster France, Euromaster Poland, Euromaster Italy, Euromaster Czech Republic, Euromaster Germany, Euromaster Austria, Euromaster Spain, Euromaster Finland, Euromaster Sweden, Euromaster Romania, Euromaster Portugal, and Euromaster Turkey, respectively, offer franchises of retail outlets that sell tires and related automotive products and provide automotive maintenance and repair services in France, Poland, Italy, the Czech Republic, Germany, Austria, Spain, Finland, Sweden, Romania, Portugal, and Turkey, under the "Euromaster" trademark. As of December 31, 2025, there were the following numbers of franchised outlets: 205 in France, 132 in Poland, 372 in Italy, 30 in the Czech Republic, 170 in Germany, 37 in Austria, 326 in Spain, 8 in Finland, 71 in Sweden, 68 in Romania, 93 in Portugal, and 160 in Turkey. None of these entities have owned or operated any Euromaster service centers in North America, nor have any of these entities offered franchises in any other line of business.

- Blackcircles.com Limited ("**Blackcircles**") was formed on October 16, 2001, and its principal place of business is 1 Tanfield, Edinburgh, United Kingdom, EH3 5DA. Blackcircles offers franchises for its online sales and local tire fitting business under the "Blackcircles" trademark. As of December 31, 2025, there was

1 franchise in Canada, 1 franchise in Egypt, and 1 franchise in Italy. Blackcircles has not offered franchises in any other line of business.

- Industrias Michelin, S.A. de C.V. ("**Industrias Michelin**") was formed on September 5, 1997, and its principal place of business is Av. 5 de febrero No. 2113-A, Fracc. Industrial Benito Juarez, 76120, Queretaro, Qro., Mexico. Since 2001, Industrias Michelin has offered franchises for Retread Shops in Mexico. As of December 31, 2025, there were 10 franchised Retread Shops in Mexico. Industrias Michelin has not owned or operated any Retread Shops and has not offered franchises in any other line of business.

The Franchise Business

Service Centers will operate using our comprehensive business system (the "**MCSN Service System**") for the provision of MCSN Services to commercial truck fleets nationwide. "**MCSN Services**" refers to the services provided to professional truck fleets, as specified by us periodically, including emergency road service (**ERS**), a full range of tire and wheel supply, repair and maintenance services, including alignment, computer wheel balancing and wheel refurbishing, mounted wheel delivery programs, fleet inspection, secured storage of tire and wheel assets for fleets, digital photography, the use of Tire Industry Association (**TIA**) certified technicians, tire and retread asset management, reporting and information services, and light mechanical and industrial services -- all of which must be provided in strict accordance with MRTI's standards.

Service Centers feature highly trained technicians, professional equipment, casing management, and state of the art reporting systems to maximize repair completion times and reduce fleet customers' operating expenses. All Service Centers will forward any ERS calls received during non-business hours and holidays to a central number, where one centralized dispatch service can view information regarding ERS technicians and product inventory simultaneously to ensure efficiency of the ERS call. This commitment by Service Centers will produce competitive vehicle repair completion times and product availability to our customers. Service Centers must also commit to inputting fleet sales and service data in the manner we prescribe so that we can provide truck fleet customers with effective, accurate online accessible information about their tire products and service operations. Each Service Center is obligated to inventory and maintain all equipment required to service truck fleet customers in order to offer customers standardized services nationwide. Service Centers must also offer national fleet service offer to national account fleets, which obligate Service Centers to provide a specific set of services and follow fleet standards, per the requirements of the national account fleet (within the standards established in our confidential operating manual (the "**Manual**")).

Prospective franchisees for Service Centers may be asked to sign our franchise application form and confidentiality agreement ("**Franchise Application**") before signing our standard form franchise agreement ("**Franchise Agreement**") under which they will own and operate a Service Center and use the MCSN Service System within their assigned territory ("**Service Territory**"). A copy of the Franchise Application is attached as Exhibit A (and Confidentiality, Non-Use and Non-Disclosure Agreement attached as Exhibit A-1) and a copy of the Franchise Agreement is attached as Exhibit B.

We may in the future offer a limited number of franchisees, including without limitation, both prospective franchisees and franchisees renewing their agreements with us, special inducements to sign and/or renew a Franchise Agreement. These inducements may include one or more of the following: certain territorial or account concessions, renewal franchise rights, capital improvement loans, compensation for certain financial fluctuations in existing businesses which may result from involvement as an MCSN Franchisee, market development support and other financial assistance and incentives.

Market and Competition

The truck fleet service industry is highly competitive. It can be affected significantly by many factors, including changes in local, regional or national economic conditions and factors specifically affecting the trucking industry, including, without limitation, seasonal variations in demand. You will sell and/or provide trucking

services primarily to companies that own trucks, including operators of national, regional and local fleets. You will compete with truck fleet service providers operated by new tire manufacturers, service companies, major independent retreading companies, smaller commercial tire franchises and other companies involved in the sale of tires and/or services to commercial trucking fleets.

Industry Regulations

You should consider that all businesses are regulated by general state and federal laws and regulations such as the Americans with Disabilities Act, Federal Wage and Hour Laws, and the Occupation, Health and Safety Act, and by state and federal authorities, including the U.S. Department of Transportation and the National Highway Traffic Safety Administration ("**NHTSA**"). These authorities have adopted standards, rules and regulations that pertain to manufacturers of motor vehicles and motor vehicle equipment. Specifically, the Transportation Recall, Enhancement, Accountability, and Documentation Act, which is enforced by NHTSA, was enacted in 2000 to mandate specific reporting requirements for tire manufacturers and, in some cases, manufacturers of retreaded tires.

You should consult with your attorney and local, state, and federal government agencies before investing in a Service Center franchise to determine all of the legal requirements that you must comply with and consider their impact on you and the cost of compliance. You must comply with all applicable laws, rules, and orders of any government authority, including those concerning public health and other crises, which may require businesses in the professional truck fleet service industry to modify, limit, or curtail operations for a period of time. These laws, rules, and orders also may disrupt local, regional, and global businesses and thereby create economic consequences that will affect your professional truck fleet service business by, for example, making truck and fleet service intervals more or less frequent; prolonging the time within which you will get paid; making inventory, supplies, parts, and equipment more expensive and/or difficult to obtain; increasing the costs of labor and/or creating labor shortages; making travel more difficult for sales and other personnel; requiring the implementation of preventative measures designed to minimize risk and liability; and affecting other operational aspects of your professional truck fleet service business.

Item 2

BUSINESS EXPERIENCE

Peter G. Dunphy – President and Director

Peter G. Dunphy has been our President and a member of our Board of Directors since May 2021. Mr. Dunphy has also served as Chief Financial Officer for the Global Services and Solutions Division operating from Greenville, South Carolina since January 2018. Mr. Dunphy has also served as the Manager and President of the Oliver Rubber Company, LLC in Greenville, South Carolina since May 2021.

Mariusz Duda - Director

Mariusz Duda has been one of our Directors since February 2026. Mr. Duda has also served as Vice President and Chief Financial Officer of MNA since February 2026. Mr. Duda served as Vice President of Strategy and Finance for DB-1 in Clermont-Ferrand, France from September 2022 to February 2026. From June 2019 to August 2022, Mr. Duda served as Chief Financial Officer for the Camso and Michelin Business Lines in Magog, Quebec, Canada.

Nate Kirian – Director
Nate Kirian has been one of our Directors since June 2021. He has also served as Vice President of Sales for MNA's commercial business lines since June 2021. He served as Senior Director of North America Commercial On-Road Sales for MNA from June 2020 to June 2021.

Kelsey Oliver – Vice President and Director of MRT Development
Kelsey Oliver has been our Vice President and Director of MRT Development since February 2026. Mr. Oliver served as Retread Sales Director for North America of MNA from January 2023 to January 2026. Mr. Oliver served as Dealer Experience Director of MNA from January 2018 to January 2023.

Robert Rattray – Treasurer
Robert Rattray has been our Treasurer since January 2024. He has also served as the Director of Credit for MNA since January 2024. He served as Commercial Controller of Business to Business for MNA from January 2012 until December 2023.

Kitt J. Foster – Vice President, General Counsel, and Secretary
Kitt J. Foster has been our Secretary and Vice President and General Counsel of MNA since December 2022. She served as our Deputy General Counsel from March 2018 to December 2022.

Michael Widmyer – Training Officer
Michael Widmyer has been the Training Officer for our retread franchise activities since March 2022. He has also served as a Process Engineering Technician for us in Fountain Inn, South Carolina since January 2018.

Item 3

LITIGATION

No litigation is required to be disclosed in this Disclosure Document.

Item 4

BANKRUPTCY

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

Item 5

INITIAL FEES

Franchise Agreement

Upon signing the Franchise Agreement, you must pay to us an initial franchise fee equal to $2,500 ("**Franchise Fee**"), regardless of the number of Service Centers you will operate. The Franchise Fee is non-refundable and helps to cover our expenses in furnishing pre-opening and planning assistance and services, and for other costs incurred by us including, but not limited to, general sales and marketing expenses, training, legal, accountant and other professional fees.

In addition to the Franchise Fee, you must pay us or our affiliates for **MCSN Software** (*e.g.*, computer hardware and/or software to record sales, track services and tires on a computer system or digital platform, generate standardized reports of the recorded sales, tracked services and tires, upload the information regarding the Service Center, provide for back office accounting of your Service Center in accordance with our standards,

etc.) and **MCSN Equipment** (*e.g.*, equipment that we may require you to have for the provision of MCSN Services such as service trucks, equipment for alignment, computer balancing, wheel refurbishing and mounted wheel delivery programs, and computer hardware and software, etc.) to be used at the Service Center. In some cases, we and our affiliates may be the only suppliers for certain MCSN Software and MCSN Equipment. The costs of all of these items will vary. Currently, the estimated range of licensing the MCSN Software is a one-time license fee per Service Center of $10,000 to $30,000. There may be additional fees in connection with the MCSN Software – for example, licensing fees or subscription fees for software. We estimate the additional fees will be about $6,000 to $22,000 per year. The estimated costs for MCSN Equipment range from $2,500 to $500,000.

None of the fees described in this Item are refundable.

Item 6

OTHER FEES

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Local Advertising Materials	Varies	According to invoice	We will provide point-of-sale materials and other marketing and sales materials to you at reasonable charges.
Transfer Fee	Then-current standard assignment fee	Upon transferring the franchise	We impose this fee if you transfer the franchise.
Interest on Late Payments	Lesser of 24% annually or maximum legal rate we are able to charge	On all overdue payments	Payable on all overdue amounts. Interest accrues from the original due date until payment is received in full.
Taxes	Actual costs	As incurred	
Special Assistance	Per diem fees and charges that we establish	According to invoice	This is for any special assistance you request.
Fees to Evaluate Alternative Suppliers	Currently, only out-of-pocket expenses	According to invoice	We may impose reasonable inspection and supervision fees to cover our costs in evaluating alternative brands or suppliers you suggest.
Supplemental Training	Varies	Before training	We may assess reasonable charges for supplemental training for your Service Center manager and designated service technicians.

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Insurance	Cost of the premium plus any costs for our services in procuring the insurance	As incurred	Payable to your insurance provider; payable to us only if you fail to obtain the required insurance coverage for the Service Center and we choose to procure the coverage at your expense.
Attorneys' Fees and Other Costs	Varies	As incurred	You must reimburse us for our attorneys' fees and other costs if you fail to comply with the Franchise Agreement.
Indemnification	Varies	As incurred	You must reimburse us if we are held liable for claims arising from your operation of a Service Center or if we are joined in a lawsuit that is based on your operation of a Service Center.

Notes to Item 6 Table:

1. All fees are imposed by and are payable to us (or our affiliates). All fees are non-refundable.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT[1]	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Franchise Fee	$2,500	Lump sum	Upon signing Franchise Agreement	MRTI
Site development[2]	$10,000 - $3,000,000	As required	As incurred	Contractors
Travel, living, and related expenses	$5,000 - $50,000	As required	As incurred	Airlines, motels, restaurants, etc.

TYPE OF EXPENDITURE	AMOUNT[1]	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
during initial training; fees for ongoing training[3]				
ERS inventory requirement[4]	$5,000 - $100,000	As required	As incurred	MNA
Software[5]	$12,000 - $150,000	As required	As incurred	MRTI, MRTI designated supplier or licensor, or MNA
Opening availability of MCSN Equipment[6]	$2,500 - $500,000	As required	Before opening	MCSN and other suppliers
Initial advertising and brand identification per location[7]	$2,000 - $10,000	As required	As incurred	Local advertising agency
Computer system[8]	$100,000 - $140,000	As required	As incurred	Vendor
Additional funds – 3 Months[9]	$50,000 - $300,000	As required	As incurred	Employees, suppliers, utilities, etc.
Total	$189,000 - $4,252,500			

Notes to Item 7 Table:

1. All estimates are allocated on a per Service Center basis except for the Franchise Fee, and certain software license fees (see Note 5), which are charged on a per Franchise basis (regardless of the number of Service Centers related to your agreement). If you intend to operate more than one Service Center, you will incur additional costs.

2. If you do not already own or lease premises suitable for a Service Center, you will be responsible for developing the premises for use as a Service Center. If you do purchase the premises for the Service Center, we estimate that the cost will range between $10,000 and $3,000,000 per Service Center, depending upon the location, condition, and size of the premises and the local real estate market. We recommend that the Service Center premises be at least 5,000 square feet depending on the type of Service Center you will operate. You may need to improve the premises to include any MCSN facility format requirements and/or to accommodate the layout and installation of any MCSN required equipment including but not limited to: wheel refurbishing, alignment, computer balancing and secure covered storage areas. We estimate that the cost of these improvements will range between $10,000 to $3,000,000 depending on the type and condition of the premises. Costs will vary greatly depending on the location and condition of the premises.

3. We will provide your manager and key personnel with initial training. You agree to enroll your manager and other personnel from each Service Center in the initial training program. We do not charge any fees for initial training, but you will be responsible for the cost of travel, lodging, meals and wages for your representatives. Your managers and key personnel may also have to attend and satisfactorily complete supplemental training programs for which we may assess reasonable charges. For example, additional training may be required if your Service Center has unsatisfactory audit or customer satisfaction indicators, and we may assess reasonable charges for this training. In addition, you are responsible for ensuring that service technicians at each of your Service Center locations are TIA certified, as prescribed by MRTI. You are responsible for third party training required in connection with non-MRTI manufactured equipment (see Item 11, Note 3).

4. You will be required to inventory designated tires, retreads, repairs and wheels as part of the stocking inventory requirement outlined in the Manual. These costs will be incurred on a per Service Center basis.

5. In all of the Service Center locations, you may not purchase but must license any software proprietary to us or our affiliates, which is necessary for conducting service operations. You must sign a software license agreement for the MCSN Software (see Exhibit C). Although licensing costs associated with the MCSN Software may change periodically, the estimated range of licensing the MCSN Software, is a one-time license fee reasonably anticipated to be between the range of $5,000 to $35,000 per Franchisee plus monthly and device fees. For example, there may be additional fees in connection with the MCSN Software – for example, depending on the number of locations utilizing digital platform software, or the number of smart handheld devices used at each Service Center location (usually at least 2 devices) and the number of vehicles inspected using such devices. We estimate the additional fees will be about $6,000 to $27,500 per year. We estimate the cost for a three (3) month period to be represented by the amounts shown ($12,000 - $150,000). For your convenience, we may calculate annual fees and bill you, on a quarterly and annual basis in advance. We may change licensing arrangements and the costs and fees associated with any licensed software at any time.

   You will be required to lease or purchase such computer hardware and such additional computer software, internet connectivity lines and power lines, modems, printers, and other computer-related accessories or peripheral equipment as we may recommend periodically, with the capabilities specified by MRTI, as the same may change periodically, for the purpose of, among other functions, recording sales, other record keeping and central functions providing periodic reporting specified by MRTI, and tracking services and tires.

6. You will be required to purchase certain equipment related to the provision of MCSN Services, including without limitation: service trucks, equipment for alignment, computer balancing, wheel refurbishing and mounted wheel delivery programs, and computer hardware and software, together with such equipment that MRTI will require in the future for the provision of MCSN Services.

7. We recommend, but do not require, that you spend this amount on advertising for each Service Center during the first 90 days of its operation. You may purchase logo, banners, signage etc. which meet our standards and specifications from any accepted supplier as described in Item 8 below. In addition, you must purchase decals for each Service Center location which meet our standards and specifications from an accepted supplier as described on Item 8 and install such decals on the service trucks for each Service Center location. Aside from the initial 90-day advertising estimate, all of these expenses will be incurred on a per Service Center basis.

8. You must use a computer system at your Service Center. See Items 8 and 11 below.

9. This is an estimate of your working capital requirements for the first three months of operations per Service Center. We estimate that working capital for the first 3 months will range between $50,000 and $300,000.

It includes professional fees, organizational expenses, utility deposits, salaries, general operating expenses, premises lease payments, payroll expenses, facility expenses, insurance, security, repairs and maintenance, and other costs. Certain deposits may be refundable. These figures are estimates and we cannot assure you that you will not have additional expenses in starting the Service Center. Your actual costs will depend on factors including your management skill, experience and business acumen; local economic conditions; the local market for tire retreading services; the prevailing wage rate; competition in the marketplace; and the sales level reached during the start-up phase. This estimate does not include any amounts for debt service. We may furnish you information related to rebate and incentive programs currently in effect that may affect your costs. If provided, this information relates to costs you may incur and is for illustrative purposes only. Information related to rebate and incentive programs provided to you is governed by the Franchise Agreement and is subject to change without notice to you. Any estimated rebates and cost reductions do not constitute a prediction of likely earnings from a Service Center.

10. All payments to us are non-refundable. Payments made to third parties may or may not be refundable depending on the payment terms agreed to by you and such third party. These payments are only estimates, and your costs may be higher depending on your particular circumstances. Except as expressly indicated otherwise in the charts above, these estimates describe your initial cash investment up to the opening of your Service Center. These estimates do not constitute a prediction of likely earnings for your Service Center and are based on our experience with similar Service Centers. You should review these figures carefully with a business advisor, accountant and/or attorney before making any decision to purchase a franchise.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure that high and uniform standards of quality and service are maintained, you must operate the Service Center in strict conformity with our methods, standards and specifications. You are responsible for purchasing or leasing all equipment, fixtures, services (including the centralized after-hours dispatch service provider for ERS calls to the customers of MRTI), supplies and signs required for the Service Center(s), including trucks, ERS equipment, parts, and supplies, and other equipment or supplies required for the provision of MCSN Services or in connection with the operation of your Service Centers. You agree to purchase or lease all equipment, supplies, signs and equipment of such types, brands and models which meet MRTI's standards and specifications and only from us or from suppliers we have accepted. If no MRTI recommendation or approved supplier list exists, each Service Center makes the decision per the needs of its business. MRTI may sell you equipment or materials which are manufactured by us or our affiliates, or by others on our behalf, and are in the mind of the public inextricably related with the trademarks and service marks used to identify the MCSN Service System (the "**Marks**").

If MRTI has an approved supplier/manufacturer list, you must purchase or lease service equipment, tools, and materials only from MRTI or those indicated on the approved list. MRTI may periodically modify the list of specifications and standards, including, accepted types, brands, models of such supplies, signs, equipment and/or suppliers and you may not, after receipt of notice of such modification, reorder any type, brand or model, or from any supplier, which is no longer accepted. Specifications and standards are issued to you through the Manual and to suppliers generally by written agreement.

If you want to purchase or lease any equipment, signs or supplies of a type, brand or model that we have not accepted, you must notify us in writing and submit to us the information we request. If necessary, we will provide you with written specifications for such non-proprietary products. We generally will notify you of our acceptance/non-acceptance within 30 days after the date we receive your written notice. We may impose reasonable fees to you or to the accepted suppliers to cover our costs. Nonetheless, you must have a written

approval from us to use any such equipment or items. We may withdraw our consent at any time by providing written notice to you of such withdrawal.

We may negotiate purchase arrangements (including price terms) with suppliers for your benefit. We do not provide material benefits (e.g., renewal or additional franchises) to you based on use of designated or accepted suppliers. The Purchasing Programs will leverage the MCSN Service System and network of franchisees to promote quality and consistency of delivery, warranties and pricing applicable to such parts, equipment and shop supplies.

There are currently no franchisee purchasing or distribution cooperatives.

Items from Which We Derive Revenue

Presently, we do not receive payments from third-party suppliers based on your purchases related to the provision of MCSN Services from such third-party suppliers. We may, however, arrange to do so in the future.

Insurance

You must maintain in force and furnish us written evidence of the insurance coverage that we require, all of which are described in Section 6.10 of the Franchise Agreement (which is attached as Exhibit A). The cost of overage will vary depending on the insurance carrier's charges, the state where your Service Center is located, terms of payment and your history. All insurance policies except worker's compensation and employer's liability, as determined by us, must name us and our affiliates as additional insured parties.

Computer System

We require you to use a computer system and install all MCSN Software to record all required data at your Service Center. Although we do not require you to use any particular brand or type of computer system, we may recommend particular systems, and anticipate that most franchisees will already have a computer system, the system must be capable of running software such as the MCSN Software and contain a thin/client router(s). In addition, your Service Center must have an accessible computer post, with internet access, for the purposes of connecting to (i) our internet-based operator training modules, which provides training to your Service Center personnel and (ii) our sales reporting portal. In addition, your Service Center must have a smart device capable of connecting to cloud based MCSN Software.

ERS Dispatch Service

In connection with your provision of ERS, you will be required to use the centralized after-hours dispatch service provider, which is Eagle Tele-Services. You must pay the provider for all after-hours calls referred to you.

Item 9

FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	§3.01	Item 8
b. Pre-opening purchases/leases	§3	Item 8
c. Site development and other pre-opening requirements	§§ 3.01; 3.02	Items 6, 7 & 11
d. Initial and ongoing training	§§ 4.01; 4.02; 4.04	Item 11
e. Opening	§ 3.01	Item 11
f. Fees	§ 2.05	Items 5, 6 & 7
g. Compliance with standards and policies/Manual	§§ 3.01; 3.02; 5; 6.01; 6.02; 6.04, 6.06; 6.09; 8.04; 9.02;10.02.	Item 8 & 11
h. Trademarks and proprietary information	§§ 4.03; 9; 10.01	Items 8, 11, 13 & 14
i. Restrictions on services offered	§§ 2.01; 6.04;	Items 8 & 16
j. Customer service requirements	§ 6.06	Item 6 & 11
k. Territorial development and sales quotas	§2.01	Item 12
l. Ongoing product/service purchases	§§2.01; 6.04	Item 8
m. Maintenance, appearance, and remodeling requirements	§§ 3.01; 6.02; 6.04	Item 8
n. Insurance	§ 6.10	Items 6 & 8
o. Advertising	§§ 7; 9.02	Item 6, 8 &11
p. Indemnification	§§ 9.05; 15.02	Item 6
q. Owner's participation/ management/staffing	§§ 6.09; 11; Schedule 2	Item 15
r. Records/reports	§§ 8.04; 8.05; 8.06	Item 8, 11 & 16
s. Inspections/audits	§§ 6.07; 8.07	Item 6
t. Transfer	§ 12	Item 17
u. Renewal	§ 2.02	Item 17
v. Post-termination obligations	§ 14	Item 17
w. Non-competition covenants	§ 10.02; Owner's Guaranty; Owner's Personal Covenants	Item 17
x. Dispute resolution	§ 17.17	Item 17

Item 10

FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Pre-Opening Assistance

1. We will provide your manager and key personnel with initial training if needed at MRTI's discretion. (Franchise Agreement, §4.01; "Training" in this Item 11 below).

2. We will loan you one or more copies of the Manual. (Franchise Agreement, §4.03). The table of contents of the Manual is attached to this Disclosure Document as Exhibit F.

3. We will designate the location of your Service Center(s) and Service Territory (Franchise Agreement, §1 and Exhibit A).

Ongoing Assistance

1. We will conduct Service Center inspections to evaluate, among other things, the Service Center's operation, your compliance with the MCSN Service System and your compliance with all Marks usage guidelines, when and as frequently as we deem advisable (Franchise Agreement, § 6.07).

2. We may provide training (subject to reasonable limitations as to frequency, time and cost) to any new manager or key service personnel of the location, and may also provide supplemental training programs at the time(s) and place(s) we designate (Franchise Agreement, § 4.02; "Training" in this Item 11 below).

3. We will provide periodic guidance, via written documents and technical bulletins in hard copy or via the internet, with respect to the MCSN Service System, including improvements and changes to the MCSN Service System (Franchise Agreement, § 4.04).

4. We will provide dispatch service for ERS through a prescribed service provider, provided that you will pay the prescribed provider for ERS calls referred to you or any of your Service Center locations.

5. If you are deemed by MRTI, in its sole discretion, to be in good standing, you may be eligible to participate in the MRTI Affiliate Dealer Program. The purpose of this MRTI Affiliate Dealer Program is for MRTI and franchisees to enter into agreements with other commercial tire dealers ("**Affiliate Dealers**") pursuant to which Affiliate Dealers may provide certain commercial truck and truck tire services to customers of MRTI and its affiliates and/or MCSN Franchisees. We may amend, modify or discontinue the MRTI Affiliate Dealer Program at any time.

Site Selection and Improvement

You must select a site for each Service Center location that meets our approval. MRTI may furnish prototype plans for layout of each Service Center for MCSN Franchisee's adaptation of the premises for use as a Service Center. The plans for each Service Center must comply with all applicable ordinances, building codes, permit requirements and lease requirements and restrictions. You must improve the premises of your Service Centers in compliance with such plans.

Training

We will provide an initial training program on the MCSN Services for your manager and other personnel. Currently, this training will be provided within 36 weeks after the date of your Franchise Agreement, at such places as we determine. We may provide this training in less than or more than 36 weeks, in our discretion, upon notice to you. At least 1 manager and/ or key service personnel at each Service Center must have satisfactorily completed such training and obtained our certification. Currently, the certification must be obtained within 52 weeks after the date of your Franchise Agreement. We may require certification in less than or more than 52 weeks, in our discretion, upon notice to you. We do not charge any fees for initial training, but you will be responsible for the cost of travel, lodging, meals and wages for your representatives.

Your managers and other personnel may also have to attend and satisfactorily complete supplemental training programs for which we may assess reasonable charges.

TRAINING PROGRAM

Subject	Hours of Classroom Training [1]	Hours of On-The-Job Training [1]	Location
Best practices	8-24 hrs.	10-100 hrs.	Online, MNA training center, your Service Center, other Service Centers
MCSN Software	8-24 hrs.	10-100 hrs.	Online, MNA training center, your Service Center, other Service Centers
ERS	8-24 hrs.	10-100 hrs.	Online, MNA training center, your Service Center, other Service Centers
Reporting requirements	8-24 hrs.	10-100 hrs.	Online, MNA training center, your Service Center, other Service Centers
MCSN online access and information	8-24 hrs.	10-100 hrs.	Online, MNA training center, your Service Center, other Service Centers
Audit training	8-24 hrs.	10-100 hrs.	Online, MNA training center, your Service Center, other Service Centers
TIA (or other) training and certification [2]	8-40 hrs.	10-100 hrs.	Online, MNA training center, your Service Center, other Service Centers
Non-MRTI manufactured equipment and tools [3]	TBD by manufacturer	TBD by manufacturer	TBD by manufacturer

Amy Leonhardt Register, our Franchise Development Manager, conducts, oversees, and facilitates our training program. Mrs. Register has over 23 years of experience with us and in the industry. All training will be conducted by MRTI Training Team Managers and their staffs. We will schedule training as needed. Instructional materials will include the Manual.

1. We will provide your manager and key service personnel with initial training; MCSN Franchisee agrees to enroll MCSN Franchisee's manager and such other personnel from each Service Center as required by MRTI periodically in the initial training program. All attendees will be required to complete such training to our satisfaction and obtain our certification for their particular functions. MCSN Franchisee will be solely responsible for all compensation, travel, lodging and living expenses incurred by attendees in connection with attending the initial training program.

2. You will be responsible for ensuring that service technicians at each Service Center location are TIA certified, as prescribed by MRTI.

3. You are responsible for ensuring that any third-party training required in connection with Non-MRTI manufactured equipment are TIA certified, as prescribed by MRTI. Examples of Non-MRTI manufactured equipment and tools include, but are not limited to, and are subject to change: wheel refurbishing equipment, computer balancing equipment, service trucks, torque wrenches, and alignment equipment.

Advertising

You do not have to contribute to a national advertising fund. MNA may provide periodically advertising and communications support for the franchisees, including a public relations campaign, national print advertising, online/web advertising and point of sale materials to actively promote and showcase the advantages of the MCSN Service System. Additionally, co-branded dealer signage, billboards and truck graphics may be utilized in order to promote a consistent network identity and shared commitment to service excellence.

Although we have not yet done so, we may establish local and/or regional advertising cooperatives for Service Centers in your local or regional area covering the geographic areas we designate. You must participate in any cooperatives we establish and abide by the by-laws the cooperative adopts. We would require that any cooperative make its by-laws available to you for review and that the cooperative be administered by its members as determined in the by-laws. We would require you to participate in any programs the cooperative develops (other than price advertising, as to which you could choose not to participate) and contribute the amounts it requires in accordance with the by-laws. Any Service Centers we own that are located in the designated local or regional area(s) would participate and contribute to the cooperative on the same basis as you. We would require that any cooperative periodically prepare and distribute financial statements to its members. We may dissolve, change or merge cooperatives in our discretion.

We do not currently have an advertising council. You must display MCSN logo and signage as specified by the Manual and/or Franchise Agreement, including on the service trucks, and you must purchase or lease and install all signs and logos required by MRTI to identify the MCSN and your Service Center. You must submit to us, for our prior written approval, samples of all advertising and promotional materials that we did not prepare or previously approve and that vary from our standard advertising and promotional materials. You may not use any advertising or promotional materials that we have not approved including, without limitation, internet/website based advertising materials that we have not approved. All of your advertising and promotion must be completely factual and conform to the highest standards of ethical advertising. You must refrain from any business or advertising practice that may be injurious to our business, to the business of other Service Centers or to the goodwill associated with the Marks. All use of our Marks must be consistent with the Franchise Agreement and any Marks usage guidelines.

We are not required to spend any amount on advertising in your territory.

Computer System

You must use a computer system (and smart device(s)) and install the MCSN Software at each Service Center to record all sales, expenses, production and adjustment data. Although we do not require you to use any particular brand or type of computer system and anticipate that most franchisees will already have a computer system, the system must be capable of running the MCSN Software. We estimate that the cost to acquire an adequate computer system (including a thin/client router) will be from $100,000 to $140,000 plus the cost to license the required software (see Item 7).

The computer hardware and software is used for the purpose of, among other functions, recording sales, other record keeping and central functions and providing periodic reporting that we specify. The equipment will include hard drives, monitors, keyboards, printers, internet connectivity and/ or telephone and power lines, modems, and other related accessories and peripheral equipment. (Franchise Agreement, § 8.05) There are no contractual limitations on our access to your system, and you must allow us full access to computer systems and related accessories.

You must also provide within or near your Service Center a computer post, with internet access, for the purpose of connecting to (i) our internet-based operator training module, which provides training to your existing and new production and management personnel and (ii) our sales reporting portal.

You must keep your computer system in good condition and install additions, changes, modifications, substitutions or replacements to hardware, software, telephone and power lines, and other computer-related facilities as we direct. (Franchise Agreement, §8.05). We have no obligation to assist you with the computer system, although we may suggest suppliers and provide other assistance as we deem appropriate. There are no specific contractual limitations on the frequency or cost of keeping your computer equipment in good condition or upgrading the computer equipment. We may update or upgrade any proprietary software at any time and require you to install any upgrades or updates at your cost.

Internet Use

You may display the licensed marks on the internet through your website, if you have one, as prescribed by MRTI. However, you may not use any of the Marks in any advertising or promotional materials, including, without limitation, internet/ website-based advertising or promotions, unless we approve of the advertising or promotional materials.

MCSN Council

MRTI may periodically convene a MCSN Council, comprised of select MCSN franchisees in North America. The MCSN Council will serve as a forum for communication between the MCSN franchisee population and MRTI and will provide MCSN franchisees with an outlet to directly address issues pertaining to the MCSN Service System and individual franchisees.

Item 12

TERRITORY

The Franchise Agreement grants you the right to operate Service Centers within a defined area, which is set forth on Exhibit A to the Franchise Agreement (the "**Service Territory**"). All services emanating from the Service Centers are to be provided within your assigned Service Territory. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels

of distribution or competitive brands that we control. Existing customer relationships with MRTI, MNA and/or other MCSN franchisees prior to this agreement may affect sales within your assigned territory.

Except for your rights, if any, described above, we and our affiliates retain all rights relating to the Marks, the MCSN Service System, and all Service Center locations, including the right to: (a) operate, and grant others the right to operate, Service Centers at those locations and on those terms and conditions we deem appropriate; (b) offer and sell to such customers as we deem appropriate, products and services identified by the Marks or other trademarks and service marks at any location anywhere in the world, as we deem appropriate, including new tires, repaired tires, retreaded tires, used tire casings and tire repair services; (c) amend, modify and discontinue any programs or policies offered in connection with the Franchise Agreement; (d) test market new concepts, products or services at one or more Service Centers or elsewhere without having to grant you any right to use such concepts or products; and (e) provide, and grant to others the right to provide, tire and truck services identified by trademarks or service marks, other than the Marks, pursuant to such terms and conditions as we deem appropriate, in our sole discretion.

We do not grant you any options, rights of first refusal or similar rights to acquire additional franchises within the territory or contiguous territories.

MCSN Franchisee acknowledges that it may not refer to itself or do business as a member of the MCSN outside of the Service Territory.

Item 13

TRADEMARKS

MNA has registered or filed applications for the following principal Marks on the Principal Register or Supplemental Register (as indicated below) of the U.S. Patent and Trademark Office:

MARK	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION FILING DATE
MICHELIN®	Registration No. 0892045	06/02/70; renewed 06/02/90; renewed 02/02/00; renewed 06/02/2010; renewal 06/02/2020; next renewal 06/02/2030
BIB®	Registration No. 1078048	11/22/77; renewed 11/22/97; renewed 12/18/2007; renewal 11/20/2017; next renewal 11/22/2027
TIRE MAN DESIGN	Registration No. 0888288, our principal trademark	03/24/70; renewed 03/24/90; renewed 02/02/00; renewed 03/23/2010; renewal 03/24/2020; next renewal 03/24/2030

MARK	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION FILING DATE
TIRE MAN DESIGN	Registration No. 6750334	06/07/2022; next renewal 06/07/2032
MICHELIN® COMMERCIAL SERVICE NETWORK™	Not applicable	Not applicable
MICHELIN® TIRE CARE™	Not applicable	Not applicable
MICHELIN® ONCALL2.0™	Not applicable	Not applicable
MICHELIN® MECHANICAL CARE	Not applicable	Not applicable

We derive our right to use and sublicense the use of the Marks from a trademark consent and authorization agreement effective January 1, 2021 ("**Trademark Authorization Agreement**") with MNA. The term of the Trademark Authorization Agreement is until December 31, 2030 and may be mutually extended after that. The Trademark Authorization Agreement requires us and our franchisees to cooperate with MNA in matters concerning the Marks, including the prosecution or defense of any administrative or legal proceeding. MNA has the right to terminate the Trademark Authorization Agreement for cause, including any material breach of the agreement.

MNA has filed all required affidavits of use for the registered Marks. None of these Marks is subject to any pending material litigation. While we do not have a federal registration on the Principal Register for each of the Marks listed in the table above, the "MICHELIN®" Mark, our principal trademark, is federally registered on the Principal Register, as noted above.

There are no effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the Trademark Administrator of any State or any Court; nor is there any pending infringement, opposition or cancellation proceeding or any pending material litigation involving the above-referenced service marks which is relevant to their use in any state in which the franchised business may be located.

You must notify us immediately of any apparent infringement of or challenge to your use of any Mark, or any claim by another person of any rights in any Mark. You may not communicate with any person (other than us, MNA and its counsel and your counsel) about the infringement, challenge or claim. MNA will have sole discretion to take the action it deems appropriate and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding arising out of any infringement, challenge or claim relating to any Mark. You must sign all documents, render that assistance and do all things that MNA's counsel deems necessary to protect MNA's interests in any litigation or U.S. Patent and Trademark Office proceeding or otherwise to protect MNA's interests in the Marks.

We will indemnify you against all damages for which you are held liable in any proceeding arising out of your authorized use of any Mark which complies with the Franchise Agreement and all Mark usage guidelines, and for all costs you reasonably incur in defending any claim brought against you, provided you have timely notified us of the claim and you and your owners and affiliates are in compliance with the Franchise Agreement and all other agreements entered into with us and our affiliates. MNA may, in its sole discretion, prosecute, defend and/or settle any proceeding arising out of your use of any Mark and, if MNA decides to prosecute, defend

and/or settle any matter, neither we nor MNA have to indemnify or reimburse you for any fees or disbursements of any legal counsel you choose to retain.

We may require you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, and you must comply with our directions within a reasonable time after receiving notice. We will have no liability or obligation to you with respect to any required modification or discontinuance of any Mark or the promotion of a substitute or additional trademark or service mark.

We do not know of any superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

If an MCSN Franchisee were to develop an innovation or technology that is the subject of a valid patent application being prosecuted by the MCSN Franchisee with no inventive step provided by MRTI or its Affiliates in the claimed invention and MCSN Franchisee fully funds the patent prosecution costs, then the patent does not become the exclusive property of MRTI, but MRTI can, at its option, obtain an exclusive license in the patent at a reasonable royalty rate.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

Neither we nor our affiliates license you the right to use any patents related to the franchise.

Copyrights and Confidential Information

We do not have copyright registrations for any materials you will use. We and/or our affiliates do, however, claim copyrights in the Manual, advertising and promotional materials and any proprietary software that we or they may license to you.

We also consider certain information relating to the development and operation of Service Centers to be our and/or our affiliates' trade secrets and proprietary information. This information includes (a) information relating to the development and operation of the MCSN Service System; (b) all of the information collected and reports generated by the Service Centers; (c) knowledge of operating results and financial performance of Service Centers, other than your Service Center; (d) methods for technical and sales training of personnel; (e) computer programs, systems and records, including MCSN Software; (f) commercial and marketing information and strategies, and similar competitive commercial information, including, without limitation, such information as it pertains to MNA national account customers, all Transaction Documents (as defined in the Franchise Agreement) and all terms thereof; (g) technical bulletins and any information, without regard to form, belonging to MRTI or licensed by it including, formulae, patterns, compilations, programs, devices, methods, techniques, processes, or reports; (h) the Manual; (i) any offer to sell the Franchise; and (j) MNA, MRTI, or MCSN customer lists, including national account customers (collectively, the "**Confidential Information**"); provided, however, that Confidential Information does not include any information which you can show: (I) is generally known to the industry or the public through no act or fault of yours (except when such information is used in a confidential and proprietary manner by us), (II) is received in good faith from any third party who has the right to disclose such information and who has not received such information, either directly or indirectly, from us, or (III) was in your legitimate possession prior to the time of entering the Franchise Agreement.

The Confidential Information is proprietary and includes trade secrets. You may not use the Confidential Information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others. You will be fully liable for all actual and consequential damages, and appropriate punitive damages, for any breach of this obligation.

You will be requested to disclose to us all ideas, concepts, methods and techniques useful to a tire service business, whether or not constituting protectable intellectual property, that you create or that have been created on your behalf. We may adopt any of them as part of the MCSN Service System, they will be deemed to be our and our affiliates' sole and exclusive property and deemed to be works made-for-hire for us and/or our affiliates. Any compensation or licensing fees owed to you will be determined prior to our incorporation of the concepts, methods, or techniques. You must then sign whatever assignment or other documents we request to evidence our (or our affiliate's) ownership or to assist us or them in securing intellectual property rights in these ideas, concepts, techniques or materials.

Except as disclosed above, there are no agreements currently in effect that significantly limit our right to use or authorize you to use the copyrighted materials. We do not know of any infringing uses that could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we will do so when this action is in the best interest of our franchise system.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

If you are an individual, we strongly encourage you to participate in the operation of the Service Center personally. Your manager need not have an equity interest in the business.

If you are a partnership, corporation, limited liability company or other legal entity, we may require that each of your owners signs a personal guarantee (attached hereto as Exhibit B-1) agreeing to be personally bound, jointly and severally, by your financial and other obligations under the Franchise Agreement. In addition, each of your officers, directors, managers and others who attend our training programs must sign, if requested by MRTI, nondisclosure agreements (attached hereto as Exhibit A-1) prohibiting their unauthorized use or disclosure of the Confidential Information.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer to sell all of the goods and services we specify. We may in our sole discretion periodically modify the MCSN Service System, and there are no limits on our right to make changes. You may accept ERS calls originating from other tire manufacturers, but you may not forward your ERS calls during non-business hours and holidays to any tire manufacturer or call center other than the centralized ERS dispatch service designated by us.

We may conduct market research to determine customer trends and salability of new products and services. You must cooperate by participating in our market research programs, by test marketing new products and services in the Service Center and providing us timely reports and other relevant information regarding the market research; however, we have no obligation to grant you the right to use such concepts or products. In addition, we may, periodically and in our sole discretion, implement pilot programs in test markets in an effort to fully analyze the forecasted effects of such new programs.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the Franchise Agreement. You should read these provisions in the agreement attached to this Disclosure Document.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	§ 2	Up to 10 years from the anniversary of the date of the Franchise Agreement.
b. Renewal or extension of the term	§ 2.02	The Franchise Agreement will automatically renew for a 5-year term unless either we or you give the other party written notice of non-renewal at least 6 months prior to the end of the term. Notice of non-renewal will result in termination of the Franchise Agreement at the end of its term, unless you and we mutually agree to terminate as of a different date.
c. Requirements for franchisee to renew or extend	§ 2.02	If neither party provides 6 months' written notice of non-renewal, the Franchise Agreement will automatically renew on such terms and conditions as mutually agreed. We may condition our approval on your execution of a general release of all claims against us and our affiliates, and execution of our then-current franchise agreement. If either party elects not to renew the Franchise Agreement, we may take such actions prior to expiration of the term as we deem appropriate: (a) to replace your Service Center or you; and/or (b) to prepare for any transition that we determine to be necessary or desirable.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
d. Termination by franchisee	§ 2.02; § 6.03	If you provide us with six (6) months written notice of non-renewal, your Franchise Agreement will terminate at the end of its term unless we mutually agree to terminate as of a different date. You have the right to terminate the Franchise Agreement in the event that your Service Center is damaged or destroyed by fire or other casualty.
e. Termination by franchisor without cause	None.	Not Applicable
f. Termination by franchisor with cause	§ 13.01	We can terminate the Franchise Agreement only for certain causes.
g. "Cause" defined – curable defaults	§ §13.02 ; 13.03	You have 10 days to cure nonpayment of amounts due to us and 30 days to cure any failure to perform under the Franchise Agreement.
h. "Cause" defined – non-curable defaults	§ 13.01	Non-curable defaults include failure to open a Service Center, insolvency, abandonment of franchise, material misrepresentation, felony conviction, unauthorized transfer or attempted unauthorized transfer, unauthorized use of marks or Confidential Information, and repeated defaults on 3 or more occasion within any period of 12 consecutive months.
i. Franchisee's obligations on termination/non-renewal	§§ 14.01; 14.02; 14.03	Your obligations include: pay all amounts due; immediately cease identifying yourself as a MRTI franchisee; discontinue use of Marks; immediately cease operating a Service Center; immediately cease using the MCSN Service System, all Confidential Information, and the MCSN Software; return our signs and marketing and advertising materials; furnish proof of compliance with termination/expiration obligations within 30 days after termination/expiration.
j. Assignment of contract by franchisor	§ 12.06	We have the right to transfer or assign all or any part of our rights and obligations.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
k. "Transfer" by franchisee – defined	§ 12.01	Includes voluntary or involuntary, direct or indirect, sale assignment, transfer or other disposition of the Franchise Agreement, any right under the Franchise Agreement or any change in ownership.
l. Franchisor approval of transfer by franchisee	§ 12.02	Any transfer or assignment is subject to our right of first refusal. We must approve all transfers, but will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	§ 12.02	You must be in compliance with Franchise Agreement, provide at least 60 days' written notice of any proposed transfer, and sign a general release and non-compete agreement. Transferee must provide all requested information, upgrade Service Center premises, enroll in training and pay current assignment fee. Transferee, its owners, and its affiliates must not operate a competitive business.
n. Franchisor's right of first refusal to buy franchisee's business	§ 12.04	We can match any offer for your business from a bona fide purchaser within 30 days of receipt of written notice.
o. Franchisor's option to buy franchisee's business	None.	Not Applicable
p. Franchisee's death or disability	§ 12.03	Upon death or disability, rights under Agreement to be transferred to an approved third party within 9 months.
q. Non-competition covenants during term of the franchise	§ §10.02; 10.03; Personal Covenants	Without our consent, you, your Owners, guarantors and Affiliates, as well as controlling persons (as defined in the Franchise Agreement), may not own, directly or indirectly any legal or beneficial interest in, enter into any agreement to sell or transfer any legal or beneficial interest in you or your assets to, nor render services or give advice to, any competitive business (as defined in the Franchise Agreement) or to any entity that grants franchises, licenses or other interests to others to operate any competitive business; or divert or attempt to divert any business to any competitor, except in limited circumstances, with respect to servicing of national fleet accounts.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
r. Non-competition covenants after franchise is terminated or expires	None.	Not Applicable
s. Modification of the agreement	§ 17.10	No modification except by written agreement signed by you and us.
t. Integration/merger clause	§ 17.10	The Franchise Agreement includes introductions, personal guarantees, schedules, riders and operating manual.
u. Dispute resolution by arbitration or mediation	§ 17.17	Binding arbitration in the state and county we have our principal place of business at the time of commencement of arbitration.
v. Choice of forum	§ 17.02	The state or federal court in the judicial district in which we have our principal place of business at the time of commencement of the proceedings.
w. Choice of law	§ 17.01	South Carolina law.

Item 18

PUBLIC FIGURES

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

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned for franchised outlets. We also do not authorize our employees or representative to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to us by contacting the President of MRTI at 1 Parkway South, Greenville, SC 29615-5095, (864) 458-5000, the Federal Trade Commission at 600 Pennsylvania Avenue NW, Washington DC 20580, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System-Wide Outlet Summary for Years December 2023 to December 2025

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2023	333	338	+5
	2024	338	340	+2
	2025	340	333	-7
Affiliate-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	333	338	+5
	2024	338	340	+2
	2025	340	333	-7

Table No. 2

Transfers of Outlets from Franchisees to New Owners (Other than the Company) for Years December 2023 to December 2025

State	Year	Number of Transfers
Arizona	2023	0
	2024	0
	2025	1
Colorado	2023	0
	2024	0
	2025	1
Idaho	2023	0
	2024	0
	2025	3
Illinois	2023	0
	2024	0
	2025	2
Michigan	2023	0
	2024	0
	2025	11
Utah	2023	0
	2024	0
	2025	4
Totals	**2023**	**0**

State	Year	Number of Transfers
	2024	**0**
	2025	**22**

Note: No transfers occurred in states not listed here.

Table No. 3

Status of Franchised Outlets for Years December 2023 to December 2025

Column 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Company	Ceased Opera-tions – Other Reasons	Outlets at End of the Year
Alabama	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	0	1	5
	2025	5	0	0	0	0	1	4
Alaska	2023	3	0	0	0	0	1	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Arizona	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	1	0	0	0	0	9
Arkansas	2023	8	0	0	0	0	0	8
	2024	8	1	0	0	0	0	9
	2025	9	0	0	0	0	1	8
California	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	1	5
	2025	5	1	0	0	0	0	6
Colorado	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	3	3
Connecticut	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Delaware	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3

Column 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Company	Ceased Opera-tions – Other Reasons	Outlets at End of the Year
Florida	2023	10	0	0	0	0	0	10
	2024	10	1	0	0	0	1	10
	2025	10	0	0	0	0	0	10
Georgia	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	1	5
	2025	5	1	0	0	0	0	6
Idaho	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	1	3
	2025	3	0	0	0	0	0	3
Illinois	2023	4	0	0	0	0	1	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Indiana	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	1	6
	2025	6	1	0	0	0	0	7
Iowa	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
Kansas	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Kentucky	2023	8	1	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	2	7
Louisiana	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Maine	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	4	0
Maryland	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6

Column 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Company	Ceased Opera-tions – Other Reasons	Outlets at End of the Year
Massachusetts	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	1	0	0	0	0	4
Michigan	2023	16	0	0	0	0	0	16
	2024	16	0	0	0	0	0	16
	2025	16	1	0	0	0	0	17
Minnesota	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	1	0	0	0	0	7
Mississippi	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	1	1
Missouri	2023	17	1	0	0	0	0	18
	2024	18	0	0	0	0	0	18
	2025	18	1	0	0	0	0	19
Montana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nebraska	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Nevada	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	1	3
New Hampshire	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	3	0
New Jersey	2023	6	1	0	0	0	0	7
	2024	7	3	0	0	0	3	7
	2025	7	0	0	0	0	0	7
New Mexico	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3

Column 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Company	Ceased Opera-tions – Other Reasons	Outlets at End of the Year
New York	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	1	8
North Carolina	2023	22	0	0	0	0	0	22
	2024	22	3	0	0	0	1	24
	2025	24	2	0	0	0	0	26
North Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Ohio	2023	18	0	0	0	0	0	18
	2024	18	1	0	0	0	0	19
	2025	19	2	0	0	0	0	21
Oklahoma	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
Oregon	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Pennsylvania	2023	26	1	0	0	0	0	27
	2024	27	0	0	0	0	0	27
	2025	27	0	0	0	0	3	24
South Carolina	2023	9	1	0	0	0	0	10
	2024	10	1	0	0	0	1	10
	2025	10	2	0	0	0	0	12
South Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Tennessee	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Texas	2023	35	0	0	0	0	0	35
	2024	35	4	0	0	0	5	34
	2025	34	0	0	0	0	2	32

Column 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Company	Ceased Opera-tions – Other Reasons	Outlets at End of the Year
Utah	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	1	7
Vermont	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	1	0
Virginia	2023	10	0	0	0	0	0	10
	2024	10	1	0	0	0	0	11
	2025	11	0	0	0	0	0	11
Washington	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	1	0	0	0	0	4
West Virginia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Wisconsin	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	1	0	0	0	0	5
TOTALS	2023	333	7	0	0	0	2	338
	2024	338	18	0	0	0	16	340
	2025	340	17	0	0	0	24	333

Note: States not listed had no activity for the 3-year period indicated.

Table No. 4
Status of Affiliate-Owned Outlets
for Years December 2023 to December 2025

Column 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired from Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at the End of the Year**
All States	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Column 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired from Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at the End of the Year**
TOTALS	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Note: States not listed had no activity for the 3-year period indicated.

Table No. 5
Projected Openings as of December 31, 2025

Column 1	Col. 2	Col. 3	Col. 4
State	**Franchise Agreements Signed But Outlet Not Opened**	**Projected New Franchise Outlets in the Next Fiscal Year**	**Projected New Affiliate-Owned Outlet in the Next Fiscal Year**
Totals	**0**	**0**	**0**

Note: States not listed have no projected openings for 2026.

Exhibit E is a list of MCSN Service Centers in operation as of December 31, 2025. Exhibit E also lists the MCSN Service Centers which have had a Franchise Agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the past year, or have failed to communicate with us within 10 weeks of the date of this Disclosure Document.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Item 21

FINANCIAL STATEMENTS

MRTI's audited financial statements as of December 31, 2025, 2024 and 2023 are attached as Exhibit G. Our fiscal year end is December 31.

Item 22

CONTRACTS

The following contracts are attached as exhibits to this Disclosure Document:

A. Franchise Application
A-1 Confidentiality, Non-Use and Non-Disclosure Agreement
B. Franchise Agreement with Schedules and Exhibits

B-1 Personal Guaranty of Franchisee's Obligations
B-2 Personal Covenants
C Non-Exclusive Software License and Equipment License
I. Riders to the MICHELIN® Commercial Service Network™ Franchise Agreement

Item 23

RECEIPTS

Exhibit J contains detachable documents acknowledging your receipt of this Disclosure Document. You must sign both copies, keep one copy for your records, and return one copy to us at the address provided to you.

EXHIBIT A

FRANCHISE APPLICATION

FRANCHISE APPLICATION

The undersigned ("Applicant") does hereby apply to Michelin Retread Technologies, Inc. ("MRTI") for a MICHELIN® Commercial Service Network™ franchise to be operated in the following general area: _____ (the "Service Center Location Area").

Applicant acknowledges and agrees that MRTI has granted no rights whatsoever to the Applicant with respect to the Service Center Location Area and that MRTI now or in the future may open and operate, and grant to others the right to own and operate, service centers within the Service Center Location Area, subject to any contrary provisions contained in any now existing or future franchise agreements entered into with Applicant.

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

Applicant understands that MRTI has the right to deny this application if any of the following events occur:

1. MRTI determines that the information in the attached Franchise Application Form is not true and correct or does not fairly reflect the financial condition of the Applicant, or that the Applicant is not financially qualified to purchase a MCSN franchise.

2. MRTI determines for whatever reason that the awarding of a MCSN franchise would not be in the best interest of the Applicant or MRTI.

The above determinations are to be made solely at the discretion of MRTI, and Applicant agrees MRTI will have no liability for any denial of the application.

If the application is approved, MRTI will offer Applicant a MCSN franchise by delivering its then-current form of standard franchise agreement, together with all standard ancillary documents (including schedules, personal guarantees and other related documents) that it then customarily uses in granting MCSN franchises. The franchise agreement and ancillary documents must be duly executed and returned not earlier than 14 days and not later than 15 business days after they are delivered. If MRTI does not receive the fully executed franchise agreement and ancillary documents, as above provided, MRTI may revoke its offer to grant a MICHELIN® Commercial Service Network™ franchise to Applicant by notifying Applicant in writing.

This application does not confer any rights relating to MRTI's trademarks, service marks or proprietary or confidential information. Any proprietary or confidential information provided by MRTI to the Applicant is solely for the purpose of Applicant's evaluating a Michelin retread franchise. Applicant acknowledges that any rights to use such information may be derived only pursuant to an executed franchise agreement, and that unauthorized disclosure or use, either directly or indirectly, of such information by the Applicant would constitute an infringement of MRTI's rights thereto and result in irreparable injury to MRTI for which there is no adequate remedy at law.

This Application is effective on the date it is acknowledged by MRTI.

APPLICANT(S):

_____

_____

_____

ACKNOWLEDGED by Michelin Retread Technologies, Inc., this __ day of _____, 20__.

MICHELIN RETREAD TECHNOLOGIES, INC.

By:_____

Its:_____

EXHIBIT A-1

CONFIDENTIALITY, NONUSE AND NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY, NONUSE AND NON-DISCLOSURE AGREEMENT

This Confidentiality, Nonuse and Non-Disclosure Agreement (this "Agreement") is entered into by and between Michelin Retread Technologies, Inc., with offices located at 101 Harrison Bridge Road, Simpsonville, South Carolina 29681 (hereinafter referred to as "MRT"), and _____, with offices located at _____ (hereinafter referred to as "COMPANY"). MRT and COMPANY are each individually a "Party" and collectively referred to as the "Parties."

START DATE	[INSERT DATE]
DISCLOSURE PERIOD	Two years beginning on the START DATE and extending through [INSERT DATE]
CONFIDENTIALITY AND NONUSE PERIOD	Five years beginning on the START DATE and extending through [INSERT DATE]

1. Definitions.

   a. "Confidential Information" means any information disclosed by MRT, or its Affiliates, under this Agreement (or any other agreement between COMPANY and MRT), which is disclosed in writing or as a tangible item, disclosed in non-tangible form, or disclosed in any other manner, whether expressly revealed to COMPANY or otherwise discovered by COMPANY, including, without limitation, software, material and/or product samples, any deliverable resulting from the relationship between the Parties, and business or technical data, information or experience.

   b. MRT is the "Discloser" who discloses Confidential Information to Recipient.

   c. COMPANY is the "Recipient" who receives Confidential Information from Discloser.

   d. "Affiliates" mean for each Party any corporation or other business entity which controls, or is controlled by, or is under common control with that Party. The terms "control" and "controlled by" as used with respect to any entity, means the ownership, directly or indirectly, of a majority of the assets or voting stock of such entity.

   e. "Third Party" means any person or entity that is not a party to this Agreement or an Affiliate.

2. Purpose. The Parties desire to engage in discussions pertaining to the creation or renewal of a franchisor/franchisee relationship between MRT and COMPANY and subsequent franchisor/franchisee relationship if created (hereinafter referred to as the "Purpose"). In connection with the Purpose, MRT may disclose and COMPANY may receive certain Confidential Information subject to the terms of this Agreement.

3. Recipient Obligations. Recipient shall (i) protect and safeguard the confidentiality of the Confidential Information, and any authorized copies of such, with at least the same degree of care as the Recipient would protect its own confidential information, but in no event with less than a reasonable degree of care; and (ii) use the Confidential Information acquired pursuant to this Agreement solely to execute the Purpose and for the sole benefit of Discloser. Specifically, Recipient:

a. shall restrict the custody, possession, knowledge, development, compilation, preparation and use of the Confidential Information to its employees and/or agents who are directly involved in the Purpose to the extent that they need such Confidential Information in order to execute the Purpose;

b. shall ensure there is a clear understanding by such employees and/or agents of their duty to observe the nondisclosure and nonuse obligations of this Agreement both during and after their employment or relationship with Recipient;

c. shall not disclose the Confidential Information to any Third Party unless specifically authorized to do so in writing by Discloser and the Third Party executes Appendix A hereto; and

d. shall maintain all samples, if any, in confidence and shall not reverse engineer such samples or have any Third Party reverse engineer such samples.

4. Affiliate Obligations. Notwithstanding the foregoing, so long as an Affiliate of a Party has agreed to be bound by this Agreement (hereinafter referred to as "Bound Affiliate"), MRT and its Bound Affiliate(s) may disclose Confidential Information as Discloser to the other Party and/or that Party's Bound Affiliate(s) and COMPANY and its Bound Affiliate(s) shall receive such Confidential Information as Recipient, but only to the extent such disclosure and receipt is in accordance with the terms of this Agreement and necessary to execute the Purpose. The Parties accept responsibility that its Bound Affiliates will abide by this Agreement.

5. Disclosure by Recipient's Employees, Agents, or Subcontractors. For the purpose of this Agreement, any disclosure of Confidential Information by Recipient's employees, agents or subcontractors (whether or not such disclosure occurs within the scope of such person's employment) shall be deemed to be Recipient's disclosure, and Recipient shall be liable to Discloser in accordance with the terms of this Agreement to the same extent that the Recipient would be liable as if such disclosure were Recipient's own.

6. Exceptions. There are no obligations upon Recipient with respect to Confidential Information that is demonstrated by Recipient as being:

a. publicly available at the time of disclosure or becomes part of the public domain after disclosure through no act or omission by Recipient;

b. in Recipient's possession, as shown by written records, prior to the disclosure thereof to Recipient;

c. is received from a Third Party who has a right to disclose the information;

d. disclosed by Recipient with Discloser's prior written approval;

e. required to be disclosed by law, court order or other lawful government action, but only to the extent so ordered or compelled by law, and provided that Recipient shall notify Discloser, in advance of any disclosure, so that Discloser may attempt to obtain a protective order; or

f. independently developed by Recipient, Recipient's employees, or Recipient's agents without access to Discloser's Confidential Information, as shown by the written records of Recipient.

7. Public Domain and Burden of Proof. Confidential Information supplied by Discloser to Recipient shall not be deemed to be publicly available or in Recipient's possession merely because it is embraced by general disclosures in the public domain or is publicly known in individual pieces or segments. Further, the burden of proof relating to a claim of non-confidentiality of any item of information shall rest on Recipient, and such proof shall be established by clear and convincing evidence.

8. No Obligations on Discloser. MRT has no obligations under this Agreement with respect to any information COMPANY discloses to MRT or uses or applies to execute the Purpose. If COMPANY desires to obligate MRT with respect to any of COMPANY's information, MRT must first agree in writing to the terms and conditions prior to the disclosure of the information.

9. Term and Termination.

   a. This Agreement controls Confidential Information disclosed during the DISCLOSURE PERIOD, unless terminated earlier by either Party.

   b. A Party may terminate this Agreement at any time upon thirty (30) days advance written notice to the other Party. Expiration or termination of this Agreement will not affect the rights and obligations of the Parties regarding Confidential Information disclosed prior to expiration or termination of this Agreement.

   c. Recipient's nondisclosure and nonuse obligations pertaining to Confidential Information disclosed under this Agreement extends from the START DATE until the end of the CONFIDENTIALITY AND NONUSE PERIOD. Such obligations are in addition to, not exclusive of, any and all of Recipient's other obligations and duties to Discloser, whether express or implied, in fact or in law.

10. Return of Confidential Information. Upon receipt of written request from Discloser prior to the expiration of the CONFIDENTIALITY AND NONUSE PERIOD, and upon the expiration of the CONFIDENTIALITY AND NONUSE PERIOD, Recipient shall promptly return to the Discloser all copies of writings and other materials, including any samples, in its possession or control that contain Confidential Information received from Discloser under this Agreement, or destroy all the copies and certify in writing to the Discloser that the Confidential Information has been destroyed.

11. Term Deemed Extended. In the event that the DISCLOSURE PERIOD under this Agreement expires during the pendency of an agreement between the Parties, the DISCLOSURE PERIOD of this incorporated Agreement shall be deemed to continue through the expiration of such agreement. Further, in the event an agreement between the parties is extended, this incorporated Agreement shall also be deemed extended and the new START DATE of this Agreement shall be the date such extension was executed.

12. Ownership of Confidential Information. This Agreement shall not be construed as a permit, license, or a grant of any right by Discloser to Recipient to use the Discloser's Confidential Information except as specifically stated herein. All Confidential Information disclosed to Recipient shall remain the property of Discloser.

13. No Additional Obligations. This Agreement will not be construed in any manner to be an obligation to enter into any subsequent agreement(s).

14. Relationship and Publicity of Relationship. The relationship between the Parties under this Agreement shall be that of independent contractors. Further, COMPANY shall not publicly announce or disclose the existence of its relationship with MRT, this Agreement or its terms and conditions, or advertise or

release any publicity regarding its relationship with MRT or this Agreement, without the prior written consent of MRT.

15. Warranty Disclaimer. The disclosure of any Confidential Information by MRT to COMPANY hereunder will not constitute any representation, warranty, assurance, guarantee or inducement to COMPANY. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS."

16. Liability. In the event of a breach or threatened breach of the Agreement, monetary damages may not be adequate; therefore, Discloser shall be entitled to seek preliminary and permanent injunctive relief to enforce any provision of the Agreement, but nothing herein shall preclude Discloser from pursuing any action or other remedy for any breach or threatened breach of this Agreement. In the event Discloser prevails in any such action, Discloser shall be entitled to recover from the Recipient all attorneys' fees and costs incurred in connection herewith.

17. Governing Law. The Parties agree that this Agreement will be construed in accordance with the laws of South Carolina without regard to its conflict of laws principles and that any dispute arising hereunder shall be submitted only to a state court of competent jurisdiction in the County of Greenville in the state of South Carolina, to whose jurisdiction the Parties consent.

18. Compliance with Export Laws. Recipient represents that it will comply with all applicable import and export laws. Further, Recipient shall not export, disclose, furnish or otherwise provide any article, technical data, technology, defense service, or technical assistance of Discloser to any country to which such export is restricted or prohibited, or to any foreign person or entity, whether within the U.S. or abroad without obtaining, in advance, appropriate U.S. Government export authorization.

19. Assignment. COMPANY will not assign or transfer its rights or obligations under this Agreement without the prior written consent of MRT. Any purported assignment of this Agreement without the written consent of MRT shall be void and in no event will COMPANY be relieved of the provisions of this Agreement by virtue of any purported assignment hereof.

20. Entirety. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained in this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. In order to be binding, all modifications, alterations or amendments to this Agreement must be made in writing and signed by authorized representatives of the Parties.

21. Severability. The provisions of this Agreement are to be construed separately and if any one or more of the provisions hereof are not given legal effect by a court of competent jurisdiction, such provision(s) shall drop out of the Agreement and the Agreement shall be construed and enforced as it is written without such provision(s).

22. Execution by Counterparts. Any combination of counterparts executed by the Parties, when taken together, shall constitute one and the same instrument, and such counterparts and any copy thereof shall be valid and enforceable against the Parties. The Parties may electronically or manually sign the Agreement or any amendment thereof, and an executed counterpart or copy thereof delivered by facsimile or email shall be valid and enforceable against the executing Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the dates indicated below.

[INSERT COMPANY NAME]	MICHELIN NORTH AMERICA, INC.
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Appendix A to Confidentiality, Non-Use and Non-Disclosure Agreement

THE UNDERSIGNED ACKNOWLEDGE INDIVIDUALLY THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THE FOREGOING AGREEMENT, AND IN CONSIDERATION OF MRT'S GRANTING THE UNDERSIGNED ACCESS TO THE CONFIDENTIAL INFORMATION AS DEFINED IN THE AGREEMENT ABOVE, THE UNDERSIGNED AGREE, INDIVIDUALLY, WITH COMPANY AND THE OTHER COMPANY PARTIES, AND WITH MRT, TO BE BOUND BY THE PROVISIONS OF THE FOREGOING AGREEMENT. THE UNDERSIGNED'S AGREEMENT TO THE FOREGOING IS SEPARATE AND APART FROM THE COMPANY'S AND THE OTHER COMPANY PARTIES' AGREEMENT WITH MRT AND SHALL BE SEPARATELY ENFORCEABLE BY MRT.

Name:_____ Name:_____

Signature:_____ Signature:_____

Title:_____ Title:_____

Date:_____ Date:_____

Name:_____ Name:_____

Signature:_____ Signature:_____

Title:_____ Title:_____

Date:_____ Date:_____

Name:_____ Name:_____

Signature:_____ Signature:_____

Title:_____ Title:_____

Date:_____ Date:_____

EXHIBIT B

FRANCHISE AGREEMENT

MICHELIN RETREAD TECHNOLOGIES, INC.
MICHELIN® COMMERCIAL SERVICE NETWORK™
FRANCHISE AGREEMENT

_____

FRANCHISEE

_____

FRANCHISEE'S ADDRESS

_____

EFFECTIVE DATE

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MICHELIN RETREAD TECHNOLOGIES, INC.

MICHELIN® COMMERCIAL SERVICE NETWORK™ FRANCHISE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the _____day of _____20____ ("Effective Date") by and between **MICHELIN RETREAD TECHNOLOGIES, INC.**, a Delaware corporation, with offices at 101 Harrison Bridge Road, Simpsonville, South Carolina 29681 ("MRTI" or "Franchisor") and _____, a(n) _____, with its principal place of business located at _____ ("Franchisee").

1. INTRODUCTION.

1.01 Certain Definitions. The terms listed below have the meanings which follow them and include the plural as well as the singular. Other terms are defined elsewhere in this Agreement in the context in which they arise.

"Affiliate" – Any person or entity that directly or indirectly owns or controls the referenced party that is directly or indirectly owned or controlled by the referenced party, or that is under common control with the referenced party. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise, as determined by MRTI in its Reasonable Business Judgment.

"Agreement Year" – Each twelve (12) month period starting on the Effective Date or an anniversary of the Effective Date.

"Competitive Business" – Any business that is the same as or similar to the Service Centers concept, as it evolves or changes over time, and which is substantially associated with the name, trademark, trade name of any tire manufacturer or retread company or their Affiliate(s), other than MNA. Restrictions in this Agreement on competitive activities do not apply to the ownership of shares of a class of securities that are listed on a stock exchange or traded on the over-the-counter market and that represent less than five percent (5%) of that class of securities.

"Confidential Information" – Proprietary, confidential and trade secret information relating to the development and operation of the Service Centers, including, without limitation: (a) relating to the development and operation of the Service Centers and the MCSN Service System (b) all of the information collected and reports generated by the Service Centers (c) knowledge of operating results and financial performance of Service Centers, other than such centers owned by Franchisee; (d) methods for technical and sales training of personnel; (e) computer programs, systems and records, including MCSN Software; (f) commercial and marketing information and strategies, and similar competitive commercial information, including, without limitation, such information as it pertains to MNA National Account Customers, all Transaction Documents and all terms thereof; (g) technical bulletins and any information, without regard to form, belonging to MRTI or licensed by it including, formulae, patterns, compilations, programs, devices, methods, techniques, processes, or reports; (h) the Operating Manual; (i) any offer to sell a MCSN franchise to Franchisee or otherwise; and (j) MNA, MRTI, or MCSN customer lists, including National Account Customers; provided, however, that "Confidential Information" shall not include any information which Franchisee can show: (I) is generally known to the industry or the public through no act or fault of Franchisee (except when such information is used in a

confidential and proprietary manner by MRTI), (II) is received in good faith from any third party who has the right to disclose such information and who has not received such information, either directly or indirectly, from MRTI, or (III) was in Franchisee's legitimate possession prior to the time of entering this Agreement.

"Controlling Person" – A person or entity who owns 5% or more of the stock, assets or shares of a corporation or other entity.

"Dealer Sales Agreement" – The new tire commercial/customer agreement between Franchisee and MNA, any amendments or addenda or exhibits thereto, any related sales programs, and any other agreement incorporating or incorporated therein.

"Effective Date" – The effective date of this Agreement, as listed in the Preamble and cover page hereto.

"ERS" – A component of MCSN Services, the emergency roadside assistance services available 24 hours per day/7 days per week/365 days per year that Franchisee is required to provide under this Agreement and the Operating Manual, which shall include, among other things, a centralized after-hours dispatch service, service technicians and trucks for road side service.

"Franchisee" – The individual or entity identified as "Franchisee" in the introductory paragraph of this Agreement.

"Marks" – The trademarks and service marks used to identify the services authorized by MRTI for use in accordance with this Agreement from time to time. Such Marks currently include MICHELIN® and associated logos and such Marks shall include MICHELIN® Commercial Service Network™ and associated logos and MCSN and associated logos (including any subsequent revision or replacement of these logos).

"Mandatory Performance Standards" – The mandatory standards established by MRTI, as more particularly described on Exhibit B, attached hereto and incorporated by this reference herein.

"MCSN" – The MICHELIN® Commercial Service Network™.

"MCSN Equipment" – Any equipment that Franchisee is required by MRTI to have in connection with the provision of MCSN Services, including without limitation: service trucks, equipment for alignment, computer balancing, wheel refurbishing and mounted wheel delivery programs, and computer hardware and software, together with such equipment that MRTI will require in the future for the provision of MCSN Services.

"MCSN Information" – MCSN Software and all of the information collected and reports generated by the Service Centers through use of the MCSN Software or otherwise (including fleet reporting, fleet inspection, service records) and in accordance with the Mandatory Performance Standards.

"MCSN Products" – Any MRTI-approved types or brands of products, MCSN Equipment, materials, MCSN Software and other supplies that MRTI now or in the future shall deem necessary in the operation of a Service Center or the provision of MCSN Services.

"MCSN Service System" – A comprehensive business system for the provision of MCSN Services which, in addition to the MCSN Information, the MCSN Equipment, the MCSN Software and the Marks,

includes Confidential Information, the Mandatory Performance Standards, and certain other operation and business standards and policies, and all of which MRTI may further develop, improve or otherwise modify from time to time.

"MCSN Services" – The provision of professional truck fleet services, as specified by MRTI from time to time, including, without limitation, ERS; a full range of tire and wheel supply, repair and maintenance services, including alignment, computer wheel balancing and wheel refurbishing; mounted wheel delivery programs; fleet inspection; secured storage of tire and wheel assets for fleets; digital photography; the use of TIA certified technicians; tire and retread asset management; reporting and information services; and light mechanical and industrial services; all of which shall be provided in strict accordance with the Mandatory Performance Standards.

"MCSN Software" – The computer hardware and/or software (including all patches, modifications and updates) which Franchisee uses to, among other things, record sales, track services and tires on a computer system or digital platform, generate standardized reports of the recorded sales, tracked services and tires, upload the MCSN Information regarding its Service Center, and provide for back office accounting of Franchisee's business in accordance with the Mandatory Performance Standards, as required by MRTI from time to time.

"Michelin Retread Shops" – Tire retreading facilities which MRTI or any authorized MRTI franchisee owns or operates, as more particularly described in the Retread Franchise Agreement, as applicable.

"MNA" – Michelin North America, Inc.

"Operating Manual" – MRTI's confidential operating manual, as amended from time to time, which may consist of one or more manuals, containing certain Confidential Information, MRTI's mandatory and suggested standards and operating procedures relating to the development and operation of Service Centers, the delivery of MCSN Services and other information relating to Franchisee's obligations under the Transaction Documents, including, without limitation, the Mandatory Performance Standards, as well as training videos and on-line training. The term "Operating Manual" also includes alternative or supplemental means of communicating such information to Franchisee, including bulletins, videotapes, audio tapes, compact discs, computer diskettes, CD ROMs, DVDs, Blue-ray discs and electronic communications.

"Owner" – Each person who has a direct or indirect legal or beneficial ownership interest in Franchisee, if Franchisee is a corporation, partnership, limited liability company or other legal entity.

"Reasonable Business Judgment" – The standard applied by MRTI in the exercise of its rights, obligations and discretion under this Agreement, except where otherwise indicated. Reasonable Business Judgment means MRTI's determinations shall prevail even in cases where other alternatives are reasonable, so long as MRTI is intending to benefit, or is acting in a way that could benefit the MCSN Service System or the Service Centers generally, to enhance the value of the Marks, increase customer satisfaction, or to minimize customer brand or location confusion (provided that MRTI shall always have the right to reduce, eliminate or modify a program or a benefit which it has voluntarily provided without obligation to do so under this Agreement). MRTI shall not be required to consider Franchisee's particular economic or other circumstances when exercising its Reasonable Business Judgment. Neither Franchisee nor any third party shall be entitled to substitute its judgment for a judgment that MRTI has made in its Reasonable Business Judgment.

"Retread Franchise Agreement" – A franchise agreement(s) between MRTI and Franchisee for retread services, as applicable, including any successive or replacement franchise or other agreements, and any addenda thereto, or any other agreement or document incorporating or incorporated therein.

"Service Center(s)" – Commercial locations authorized by MRTI that offer MCSN Services and use the MCSN Service System, and the premises on which they are located, as shown on Exhibit A. In the event that, pursuant to Exhibit A, Franchisee operates more than one Service Center within a Service Territory, the terms "Service Center" and "Service Centers" shall be deemed to refer to all such Service Centers collectively, or to each Service Center separately, as the context requires; provided that, upon any partial termination pursuant to Section 13.03 hereof, the term "Service Center" shall specifically exclude any Terminated Service Center.

"Service Territory" – The territorial limits of the trade area in which Franchisee may operate a Service Center and offer MCSN Services under this Agreement, as geographically defined in Exhibit A attached hereto and made a part hereof.

"Terminated Service Center" – A Service Center that is terminated pursuant to MRTI's right to partially terminate this Agreement, as more particularly set forth in Section 13.03 hereof.

"Transaction Documents" – This Agreement, with exhibits and appendices, any amendments or addenda thereto, any equipment leases or licenses, service agreements, software licenses and equipment purchase agreements, the Dealer Sales Agreement (including, without limitation, any related sales programs), the Retread Franchise Agreement (as applicable) and any letter or incentive agreements between the parties and any other agreement incorporating or incorporated into this Agreement between MRTI and its Affiliates on the one hand and Franchisee and its Affiliates on the other hand.

"Transfer of the Franchise" – The voluntary or involuntary, direct or indirect, sale, assignment, transfer or other disposition of this Agreement, any right under this Agreement, or any form of ownership or equity interest in Franchisee or the assets, revenues or income of the Service Center or Franchisee, including but not limited to: (a) any transfer, redemption or issuance of a legal or beneficial ownership interest in the capital stock of or other ownership interests in Franchisee; (b) any merger or consolidation of Franchisee, whether or not Franchisee is the surviving entity; (c) any sale, transfer or other disposition of the assets of the Service Center, other than the sale of inventory in the ordinary course of business; (d) any transfer in, or as a result of, a divorce, insolvency, corporate or partnership or similar dissolution proceeding or otherwise by operation of law; (e) any transfer upon the death of Franchisee or any Owner of Franchisee by will, declaration of or transfer in trust or under the laws of intestate succession; or (f) any foreclosure upon the Service Center or the transfer, surrender or loss by Franchisee of possession, control or management of the Service Center.

"TIA" – The Tire Industry Association, or another association or body selected by MRTI.

1.02 MRTI's Right to License. MRTI has the right to use, license and/or sublicense the MCSN Service System for use at Service Centers.

2. GRANT OF RIGHTS/TERM.

2.01 Type of Franchise/Franchisee/Location. Subject to the terms of this Agreement, MRTI grants Franchisee the right, and Franchisee assumes the obligation, to use the MCSN Service System: (i) to

operate one or more Service Center(s) within the Service Territory at the locations identified on Exhibit A; and (ii) to offer MCSN Services within the Service Territory, as defined in Exhibit A, for the Term (as defined below). If Franchisee desires to operate Service Centers at locations other than those listed on Exhibit A, Franchisee must receive the written approval of MRTI and this Agreement must be amended to include those Service Centers at such locations listed on Exhibit A, as amended.

Franchisee's rights under this Agreement are non-exclusive and do not in any manner include area rights, market rights, territorial rights or a protected area. MRTI is not restricted in any manner from licensing to others or operating itself or through its Affiliates other MCSN Services Centers anywhere in the world including in the vicinity or market area of the Service Territory, as determined by MRTI in its sole discretion. Franchisee's rights hereunder are limited to using the MCSN Service System within the Service Territory and at each Service Center location, and Franchisee may not relocate the Service Center(s) or use the MCSN Service System outside of the Service Territory or create a new Service Center within the Service Territory without MRTI's prior written consent. This Agreement does not grant or imply any option, right of first refusal or similar right to acquire additional franchises for Service Centers.

2.02 Term and Renewal. The term of this Agreement shall commence upon the Effective Date and shall expire on the _____ anniversary of the Effective Date, unless this Agreement is sooner terminated as provided herein and provided that Franchisee is an authorized MRTI franchisee in good standing and not in default under any of the Transaction Documents (the "**Term**").

The Agreement will automatically renew for a five (5) year term unless MRTI or Franchisee gives the other party written notice of the non-renewal of the Franchise at least six (6) months prior to the end of the Term. Notice of non-renewal of the franchise shall result in termination of the Franchise at the end of the Term, unless the parties mutually agree to terminate as of a different date. The parties agree and acknowledge that Franchisor may require as a condition of renewal the fulfillment of the following conditions (all of which are agreed to be reasonable): (i) that Franchisee and its Affiliates execute general releases on or about the expiration date of the Term, in a form and substance satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates, and their respective officers, directors, agents, and employees, and (ii) that Franchisee execute the then-current form of Michelin Commercial Service Network Franchise Agreement offered by Franchisor, the terms of which may differ from the terms of this Agreement. If either MRTI or Franchisee elects not to renew the Franchise, MRTI may take such actions prior to expiration as it deems appropriate: (a) to replace Franchisee's Service Center or Franchisee; and/or (b) to prepare for any transition that MRTI determines to be necessary or desirable.

2.03 MRTI's Reservation of Rights. MRTI, for itself and on behalf of its Affiliates, retains all rights and discretion with respect to the Marks, the MCSN Equipment, the MCSN Services, the MCSN Software, the MCSN Information, the MCSN Service System and Service Centers anywhere in the world, including, the right to:

(a) operate, and grant to others the right to operate, Service Centers at such locations and on such terms and conditions as MRTI deems appropriate, in MRTI's sole discretion;

(b) offer and sell to any party products and services identified by the Marks or other trademarks or service marks, including new tires, repaired tires, retreaded tires, used tire casings and, tire repair services, at any location anywhere in the world; Franchisee expressly acknowledges and

agrees that MICHELIN® truck tire dealers, MICHELIN® passenger car tire dealers and/or Michelin Retread Shops may currently or in the future be located in close vicinity of the Service Center;

(c) amend, modify and discontinue any programs or policies offered in connection with this Agreement;

(d) test market new concepts, products or services at one or more Service Centers or elsewhere without having to grant Franchisee any right to use such concepts or products; and

(e) provide, and grant to others the right to provide, tire and truck services identified by trademarks or service marks, other than the Marks, pursuant to such terms and conditions as MRTI deems appropriate, in MRTI's sole discretion.

2.04 MRTI's Liability Disclaimer. MRTI's authorization to operate a Service Center within the Service Territory does not constitute a warranty or representation of any kind, express or implied, as to the suitability of such premises for a Service Center or for any other purpose. MRTI's authorization merely signifies that MRTI is willing to grant a franchise for a Service Center located at the identified premises. Franchisee's decision to develop and operate a Service Center is based solely on its own independent investigation and judgment of the suitability of the premises of the Service Center.

2.05 Initial Fee. Upon execution of this Agreement, Franchisee shall pay to MRTI an initial franchise fee of $2,500 (regardless of the number of Service Center locations). The initial franchise fee is non-refundable, and charged on a per Franchise basis (regardless of the number of Service Center locations operated by Franchisee). This fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor including, but not limited to, general sales and marketing expenses, training, legal, accountant and other professional fees.

3. DEVELOPMENT OF THE SERVICE CENTER.

3.01 Development and Opening of the Service Center. With respect to new MCSN Service Center, Franchisee is responsible for developing the premises of the Service Center(s) for use as a Service Center and for all expenses associated therewith. MRTI may furnish prototype plans for layout of a Service Center for Franchisee's adaptation of the premises for use as a Service Center. Franchisee agrees to: (a) comply with all applicable laws, ordinances, building codes, permit requirements, lease requirements and restrictions, and the Mandatory Performance Standards; (b) obtain all required licenses and permits, including licenses issued by the Environmental Protection Agency and building, sign, occupancy and business permits required for use of the premises as a Service Center; (c) construct any and all improvements to the premises in compliance with all applicable laws, ordinances, building codes, permit and license requirements and lease requirements and restrictions; and (d) purchase or lease and install all signs, MCSN Equipment, and logos required by MRTI to identify the MCSN Service System; (e) obtain all required insurance policies; and (f) establish minimum recordkeeping and accounting systems conforming to MRTI's requirements.

MRTI will furnish such further guidance in developing the premises of the Service Center(s) as MRTI deems appropriate. MRTI reserves the right to periodically inspect the premises of any Service Center at such times as determined by MRTI. MRTI does not, by furnishing prototype plans, by approving Franchisee's plans or specifications, or by inspecting the premises of the Service Center, assume any liability or responsibility whatsoever to Franchisee or to any third parties with respect to design, engineering, compliance with applicable

laws and regulations, or otherwise.

3.02 Equipment and Supplies.

If Franchisee proposes to purchase or lease any MCSN Equipment or other supplies, signs or equipment of a type, brand or model, or from any supplier, that is not currently accepted by MRTI, Franchisee agrees to notify MRTI and submit such information as MRTI may request. MRTI has the right to charge reasonable fees to cover MRTI's costs in evaluating Franchisee's proposal. MRTI may prescribe procedures for the submission of requests for MRTI's acceptance and impose obligations on suppliers, which MRTI may require to be incorporated in a written agreement. MRTI may impose limits on the number of types, brands, models or suppliers for any items. Any use by Franchisee of any supplies, signs and equipment that MRTI has not approved is expressly prohibited and Franchisee shall bear all risks, liabilities, and consequences arising from the use of such items.

3.03 ERS Dispatch Service.

ERS shall include a centralized after-hours dispatch service provider selected by MRTI, which Franchisee must use for all ERS dispatch services. Franchisee shall bear the cost of all calls referred from such prescribed service provider to Franchisee. Franchisee may accept ERS calls originating from other tire manufacturers, but Franchisee may not forward its ERS calls during non-business hours and holidays to any tire manufacturer or call center other than the centralized ERS dispatch service designated by MRTI.

4. TRAINING AND ASSISTANCE.

4.01 Initial Training. MRTI shall provide an initial training program with respect to the MCSN Services and the operation of the Service Center to be conducted at such time(s) and place(s) as MRTI designates, which training shall cover, among other things, MCSN best practices, audit processes, web applications, operation of MCSN Software and MCSN Equipment, and sales training related to the MCSN Software and MCSN Equipment. Franchisee agrees to enroll Franchisee's manager and such other personnel from each Service Center as required by MRTI from time to time in the initial training program. All attendees shall be required to complete such training to MRTI's satisfaction and obtain MRTI's certification for their particular functions within 52 weeks of the Effective Date. Franchisee shall be solely responsible for all compensation, travel, lodging and living expenses incurred by attendees in connection with attending the initial training program.

4.02 Supplemental Training Programs. MRTI may provide training (subject to reasonable limitations as to frequency, time and cost) to any manager or other personnel of the Service Center and may also provide supplemental training programs at such time(s) and place(s) as MRTI may designate. MRTI may require managers and other personnel to attend and satisfactorily complete such supplemental training programs. MRTI may assess reasonable charges for any such training programs. Franchisee will be solely responsible for all compensation, travel, lodging and living expenses incurred in connection with attending any such training programs. Franchisee shall be responsible for ensuring that service technicians at each Service Center location are TIA certified, as prescribed by MRTI.

4.03 Operating Manual. MRTI will loan Franchisee one or more copies of the Operating Manual. Franchisee agrees to comply fully with all mandatory standards established by MRTI and other obligations contained in the Operating Manual, which includes the Mandatory Performance Standards. MRTI may modify

the Operating Manual to reflect changes in authorized products and services, standards and operating procedures and other obligations of Franchisee, provided no addition or modification may alter Franchisee's fundamental status and rights under the Transaction Documents. Mandatory standards and operating procedures and other obligations that MRTI prescribed in the Operating Manual, or otherwise communicates to Franchisee in writing constitute provisions of this Agreement as if fully set forth herein. All references to this Agreement or the Transaction Documents include all such mandatory standards and operating procedures and other obligations, which include the Mandatory Performance Standards. The Operating Manual shall be in electronic format only and maintained on computer systems. If MRTI modifies the Operating Manual, MRTI shall provide Franchisee, if affected by such change, with notice of such change. Franchisee shall only permit or grant access to the online Operating Manual to Franchisee's employees and/or agents that are actually involved in the operation of the Service Centers. Franchisee will not share any password or other means of access to MRTI's on-line training with any person other than its employees engaged in the MCSN business and none other. If a dispute develops relating to the contents of the Operating Manual, MRTI's version of the Operating Manual housed in the MRTI headquarters will control. The Operating Manual contains Confidential Information, and Franchisee agrees not to disclose the information contained therein, or to use the information contained therein in violation of Section 10.01 of this Agreement. Franchisee shall immediately notify MRTI of the corruption, virus, unauthorized access, or other damage, loss or theft of the Operating Manual, or any portion thereof, shall furnish MRTI a full report of the circumstances of such damage, loss or theft, shall fully cooperate with MRTI in any efforts to retrieve or repair the Operating Manual, and shall take all steps necessary to avoid any future damage, loss or theft.

4.04 On-Going Guidance. MRTI will furnish Franchisee periodic guidance with respect to the MCSN Services authorized hereunder, including improvements and changes to the MCSN Service System and/or Franchisee-specific measures addressing operational deficiencies identified by MRTI inspections or audits. Such guidance, at MRTI's discretion, may be in the form of the Operating Manual, bulletins, directives or other written materials, telephonic consultations or consultations at MRTI's offices or at the Service Center or by any other means of communication. At MRTI's discretion, MRTI may provide additional or special assistance to Franchisee for which Franchisee may be required to pay reasonable fees and charges as determined by MRTI, such fees and charges may include costs of MRTI relating to repeat or follow-up inspections and audits, or charges for noncompliance with any corrective action plans previously issued to Franchisee by MRTI. All such guidance and assistance will be deemed Confidential Information, subject to the provisions of Section 10.01 hereof.

4.05 Sales Incentive Programs. MRTI may offer to Franchisee such sales incentive programs as MRTI in its sole discretion determines to be appropriate. Such programs may include various incentives to Franchisee for achieving MRTI-established goals related to the provisions of the MCSN Services. All such programs are considered Transaction Documents and the data will be deemed Confidential Information, subject to the provisions of Section 10.01 hereof.

5. MCSN PRODUCTS.

Franchisee shall purchase MCSN Products from MRTI or other suppliers acceptable to MRTI. MRTI has designated a single supplier for certain MCSN Products and Franchisee must purchase the required MCSN Products from the exclusive supplier.

MRTI may modify the list of accepted types, brands and/or suppliers of MCSN Products from time to time, and Franchisee may not, after receipt of notice of such modification, reorder any MCSN Products

from any supplier which is no longer accepted. If Franchisee proposes to purchase MCSN Products from any supplier that is not then accepted by MRTI, Franchisee agrees to notify MRTI and submit a request for MRTI to accept such supplier and will provide such information as MRTI may request. MRTI has the right to charge reasonable fees to cover MRTI's costs in determining whether to accept such supplier. MRTI may prescribe procedures for the submission of requests for MRTI's acceptance and impose obligations on suppliers, which MRTI may require to be incorporated in a written agreement. MRTI may impose limits on the number of types, brands or suppliers for MCSN Products. Any use by Franchisee of non-accepted products or supplies in the Service Center is expressly prohibited, and Franchisee shall bear all risks, liabilities, and consequences arising from any such use.

6. MCSN SERVICES AND OPERATING STANDARDS.

6.01 MCSN Services. Franchisee is responsible for all expenses associated with the Service Center, the MCSN Services, the MCSN Service System and compliance with the Mandatory Performance Standards.

6.02 MCSN Equipment. Franchisee agrees to use, operate and maintain the MCSN Equipment in a careful and proper manner in compliance with all applicable laws and regulations; all manufacturer's guidelines; and all specifications, standards and operating procedures prescribed by MRTI. Franchisee agrees, at its sole cost, to maintain the MCSN Equipment in good operating condition and in substantially the same condition as when installed, subject to normal wear and tear, and Franchisee shall furnish all labor, parts and devices required to keep the MCSN Equipment in such condition throughout the Term. Without limiting the generality of the foregoing, Franchisee shall be responsible for preventive maintenance (such as lubrication, cleaning, replacement of filters, belts and hoses) and minor repairs and replacements (such as switches, sensors, belts and hoses). At the request of MRTI, Franchisee agrees to notify and consult with MRTI with respect to any major repairs to MCSN Equipment. Franchisee agrees to make such modifications and additions to the MCSN Equipment and to the Service Center's layout as MRTI may require, including replacement of worn out or obsolete equipment at Franchisee's sole expense. Franchisee may not make any alterations to the MCSN Equipment and/or use unauthorized software on or in connection with the MCSN Equipment without MRTI's prior written approval to be withheld, conditioned or delayed in MRTI's sole discretion.

Franchisee agrees to undertake all required inspections of MCSN Equipment and, to the extent required by applicable law, post appropriate certificates of inspection or other evidence of approval. Franchisee further agrees: (a) to maintain and/or install such safety features on MCSN Equipment as are originally installed or are thereafter recommended by MRTI and in conformity with all applicable safety codes and regulations; and (b) not to alter any safety features on MCSN Equipment.

6.03 Condition of Service Center. Franchisee agrees to maintain the Service Center in a clean condition and in compliance with the Operating Manual. Franchisee agrees to periodically repair the interior and exterior of the Service Center and any appurtenances and/or appurtenant areas. Franchisee agrees to make promptly (and in no event later than 30 days after notice from MRTI) all repairs or replacements, and implement all procedures, specified by MRTI to correct any deficiencies contained in any inspection reports submitted to Franchisee pursuant to Section 6.07 hereof. If the Service Center is damaged or destroyed by fire or other casualty, Franchisee shall initiate within 30 days (and continue until completion) all repairs or reconstruction to restore the Service Center to its original condition, or at Franchisee's option, this Agreement may be terminated for the Service Center in question without penalty.

6.04 MCSN Image. Franchisee further agrees that it will not offer any products or services not then authorized by MRTI. During the Term and any renewal term, the premises of the Service Center will not be used for any purpose other than the operation of a Service Center in compliance with this Agreement without MRTI's prior written approval to be withheld, conditioned or delayed in MRTI's sole discretion. Franchisee agrees that it will offer prompt, professionally competent, courteous and efficient service at the Service Center in accordance with the Mandatory Performance Standards.

6.05 Market Research. MRTI may conduct market research to determine customer trends and salability of new products and services. Franchisee agrees to cooperate by participating in such market research programs, by test marketing new products and services in the Service Center and by providing MRTI timely reports and other relevant information regarding such market research. Such reports and activities are expressly deemed to be Confidential Information, subject to the provisions of Section 10.01 hereof.

6.06 Service Specifications and Standards. Franchisee agrees to use its best efforts to be an excellent servicing provider to truck fleets in the United States. Franchisee agrees to comply with the Mandatory Performance Standards. MRTI may modify the Mandatory Performance Standards to reflect changes in service requirements, standards and operating procedures and other obligations of Franchisee. The standards and procedures set forth in the Operating Manual and as provided to Franchisee as set forth in Exhibit B hereof are expressly deemed to be Confidential Information, subject to the provisions of Section 10.01 hereof.

6.07 Inspections; Audit of Services. MRTI and its designated agents have the right at any time during hours of operation of the Service Center to: (a) observe, photograph, make audio or video recordings of the operations of the Service Center; (b) interview personnel and customers of the Service Center; (c) inventory the MCSN Equipment; (d) review Franchisee's maintenance and calibration records; (e) evaluate the MCSN Services; (f) audit Franchisee's compliance with the MCSN Service System; (g) show the Service Center to prospective franchisees; and (h) to audit Franchisee's compliance with: all Mark usage guidelines, the Transaction Documents, the Mandatory Performance Standards, use of MCSN Software and MCSN Equipment and the Operating Manual. Franchisee agrees to cooperate fully with such activities. MRTI may issue to Franchisee inspection reports upon conclusion of any such inspection.

6.08 Compliance with Laws. Franchisee agrees to maintain in force in its name all required licenses, permits and certificates relating to the operation of the Service Center and the provision of MCSN Services. Franchisee agrees to operate the Service Center in full compliance with all applicable federal, state and local laws, ordinances, executive orders and regulations, including, without limitation, those pertaining to equal employment, nondiscrimination and affirmative action including the provisions of Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Executive Order 11246 of September 24, 1965, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, the Toxic Substance Control Act, as amended, the Occupational Safety and Health Act, as amended, the National Labor Relations Act, as amended, the Immigration and Reform Act, as amended, and all binding rules, regulations and relevant orders issued pursuant thereto, or any replacements, modifications, amendments or substitutions thereof. If applicable, Franchisee shall also comply with the following regulations of the Office of Federal Contract Compliance Programs, Department of Labor, as the same may be amended from time to time: (a) 41 C.F.R. § 60 - 1.4 Equal Opportunity Clause; (b) 41 C.F.R. § 60 - 250.4 Affirmative Action Clause for Disabled Veterans and Veterans of Vietnam Era; and (c) 41 C.F.R. § 60 - 741.4 Affirmative Action Clause for Handicapped Workers or any other federal, state or local law, ordinance, executive order and regulation

applicable to the provision of products or services to any governmental or quasi-governmental entity, or any similar federal, state or local law, ordinance, executive order and regulation applicable to the provision of products or services to any governmental or quasi-governmental entity, or any law, ordinance, executive order or regulation that supersedes, replaces, amends or otherwise modifies said laws, ordinance, executive orders and/ or regulations.

Franchisee agrees to notify MRTI in writing within 2 business days after: (a) the commencement of any legal or administrative action, or the issuance of any order of any court, agency or other governmental instrumentality, which may adversely affect the development, occupancy or operation of the Service Center or Franchisee's financial condition, or Franchisee's ability to comply with the terms of any of the Transaction Documents; (b) the delivery of any notice of violation or alleged violation of any law, ordinance or regulation; or (c) any default by Franchisee under any other agreements, including any loan agreements and leases. Franchisee assumes sole and complete responsibility for maintaining a safe work place and for complying with all federal, state and local laws, ordinances, executive orders and regulations. In all dealings with MRTI, as well as with Franchisee's customers, suppliers, lessors and the public, Franchisee agrees to adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct.

If during the term of this Agreement and three years following the expiration of this Agreement, Franchisee becomes aware of any fraud or any other similar act involving actual or alleged dishonesty or illegal acts in any way related to this contract, whether such fraud, illegal or dishonest act involves Franchisee, Franchisor (including employees, owners, agents and subcontractors) or any other third party, Franchisee shall give prompt written notice of such actual or alleged fraud, dishonesty or illegal act to Franchisor provided, however, that such notice shall occur no more than 15 days from the first date that Franchisee becomes aware of such fraud, dishonesty or illegal act.

6.09 Personnel. Franchisee agrees that the Service Center at all times shall be managed by a manager who has completed MRTI's initial training and all required supplemental training, and shall be staffed by a sufficient number of competent and properly trained and certified employees. Franchisee is responsible for hiring all employees of the Service Center and is responsible exclusively for the terms of their employment, including compensation, and for their proper training and certification for their particular job functions and their compliance with the Mandatory Performance Standards. Franchisee is solely responsible for all employment decisions of its Service Centers, including those related to hiring, firing, remuneration, personnel policies, benefits, record keeping, supervision and discipline, and regardless of whether Franchisee received advice from MRTI on these subjects. Franchisee agrees to establish at the Service Center an employee training and certification program on the MCSN Services and other production, marketing and administrative functions that meet MRTI's standards.

6.10 Insurance. Franchisee agrees to purchase and maintain in force: (a) commercial general liability insurance, including product liability and completed operations, contractual liability and personal and advertising injury coverage of at least $2,000,000 in the aggregate and $1,000,000 per occurrence; (b) automobile liability coverage (including hired and non-owned coverage) of at least $1,000,000 per accident; (c) Garage-keepers'/ Garage Liability coverage with a combined single limit of $2,000,000 (d) workers' compensation insurance of at least the statutory limits and employer's liability coverage of at least $1,000,000; (e) umbrella/excess liability insurance of at least $8,000,000 in the aggregate and per occurrence; (f) comprehensive property damage insurance (including boiler, pressure vessels and machinery) for the new replacement value of the Service Center and MCSN Equipment, naming MRTI and its Affiliates as loss payees as their interests may

appear; and (g) such other insurance policies or coverages (such as business interruption insurance) in such types and amounts as MRTI may require from time to time in writing. MRTI reserves the right from time to time to increase the minimum coverage amounts specified above. All insurance policies shall be issued by carriers rated A-, IX or better by A.M. Best or a comparable rating service acceptable to MRTI; shall contain such exclusions and maximum deductibles as MRTI may prescribe from time to time; shall name MRTI and its Affiliates as additional insureds or loss payees on all insurance policies except worker's compensation and employer's liability as determined by MRTI; shall provide 30 days' prior written notice to MRTI of any material modification, cancellation or expiration of such policy; and shall include such other provisions as MRTI may require.

Franchisee shall furnish MRTI with evidence of such insurance coverage and payment of premiums as MRTI requires within 30 days after execution of this Agreement, and in any event, prior to the installation date of any MCSN Equipment and promptly upon any renewal or replacement thereof. In no event shall Franchisee exercise any "Opt Out" or other right to elect not to be covered by applicable worker's compensation coverage. If Franchisee fails or refuses to maintain any required insurance coverage, or to furnish satisfactory evidence thereof, MRTI, at its option and in addition to its other rights and remedies hereunder, may obtain such insurance coverage on Franchisee's behalf. If MRTI does so, Franchisee shall fully cooperate with MRTI in its effort to obtain such insurance policies and shall pay MRTI any costs and premiums MRTI incurs. Franchisee's obligation to maintain insurance coverage is not diminished in any manner by reason of any separate insurance MRTI may choose to maintain, nor does it relieve Franchisee of its obligations under Section 15.02 hereof. MRTI's approval of the insurance obtained by Franchisee shall not constitute a guarantee as to the adequacy of the limits or types of coverage of such insurance.

6.11 Retail Prices. MRTI may offer guidance to Franchisee relating to prices for products and services sold from or through the Service Center that in MRTI's Reasonable Business Judgment constitutes good business practice. No such guidance shall be deemed to impose on Franchisee any obligation to charge any fixed or minimum price. Franchisee shall have the sole right to determine the prices to be charged by the Service Center. Franchisee shall not enter into any agreement or arrangement, or engage in any concerted practice, with other Service Centers or others, relating to the prices at which products or services will be sold by Franchisee or other Service Centers. Notwithstanding the foregoing, Franchisee agrees and understands that MRTI and/or MNA has the sole right to set prices to be charged to direct contract customers of MRTI and/or MNA, including but not limited to national account customers. To the extent that Franchisee is engaged to provide services to customers of MRTI and/or MNA ("National Accounts") in exchange for a set reimbursement from MRTI and/or MNA, Franchisee may not offer any portion of that reimbursement, or any other financial or non-financial incentives, to National Accounts as an inducement to utilize Franchisee's Service Center in lieu of another Service Center.

With respect to MRTI offers to specific National Accounts for MCSN Services, input will be sought individually from affected franchisees if the proposed service reimbursement rate for Franchisee is below the then current reimbursement rates for services Franchisee performs for that National Account but MRTI will unilaterally determine pricing for these services. In addition, individual MCSN franchisees can offer input to the Franchisor on recommended service pricing, so that factors such as regional cost differences can be taken into account, but MRTI will unilaterally determine pricing for these services. In the event that a franchisee chooses not to accept National Account business for a new fleet or because the reimbursement is below the existing reimbursement level for an existing National Account, MRTI will have the right to procure such services from another MCSN member, including one outside the territory. Franchisee agrees to accept ERS

business even if the service pricing is below the established National Accounts reimbursement price list. The National Accounts service reimbursement price list will be reviewed annually with the MCSN Council (defined below) for input.

6.12 MCSN Council. MRTI shall promptly establish a MCSN Council that consists of certain franchisees appointed by MRTI, including at least one franchisee from each of the following regions of the United States: Northeast; Southeast; Midwest; and West. The MCSN Council shall meet on an as needed basis in person or by teleconference.

MRTI and the MCSN Council will conduct an annual review of the operations of the franchise. The MCSN Council can recommend changes to MCSN franchise operations, which MRTI shall consider in good faith.

6.13 National Account Services. The intent of MRTI and Franchisee is to support the MCSN Services to fleets on an MCSN wide basis. Franchisee agrees to support National Account offers to fleets made by MRTI and its affiliates, including MNA. Franchisee understands and agrees that providing MCSN Services to National Accounts will require Franchisee provide MCSN Services under an established process and schedule. Where MRTI has a National Account program with a commercial truck fleet, Franchisee agrees to submit MCSN Services on a National Account delivery receipt by and through MRTI and/or its affiliate(s), including MNA. MRTI and/or its affiliate(s) shall then invoice customers for MCSN Services provided by Franchisee. Franchisee shall receive a credit for the amount due to MRTI for MCSN Services delivered to the customer billed through the National Account delivery receipt, subject to a holdback (as described in the applicable service price book at the time of sale), charged by MRTI or its Affiliate(s) for administrative and financial costs.

7. MARKETING AND ADVERTISING.

7.01 Local Advertising. From time to time, MRTI may provide Franchisee, at reasonable charges, with point-of-sale materials and other marketing and sales materials for use in connection with the Service Center. Franchisee agrees to submit to MRTI for its prior approval, samples of all advertising and promotional materials not prepared or previously approved by MRTI and which vary from MRTI's standard advertising and promotional materials. Franchisee may not use any advertising or promotional materials that MRTI has not approved. All of Franchisee's advertising and promotion shall be completely factual and shall conform to the highest standards of ethical advertising. Franchisee agrees to refrain from any business or advertising practice which may be injurious to MRTI's business, to the business of other Service Centers or to the goodwill associated with the Marks. In addition, and subject to the trademark provisions noted in Section 9 below, Franchisee agrees to advertise its participation in the MCSN on all service trucks, within the Service Centers and on Franchisee's "home" webpage on the Internet, as applicable.

7.02 Local Advertising Cooperatives. MRTI has the right to establish local and/or regional advertising cooperatives for Service Centers in Franchisee's local or regional area, covering such geographical areas as MRTI may designate from time to time. Franchisee agrees to participate in such advertising cooperative(s) and its programs (other than price advertising, as to which Franchisee may choose not to participate) and abide by its by-laws. Franchisee agrees to contribute such amounts to the advertising cooperative(s) as the cooperative(s) determines from time to time in accordance with its by-laws. Any Service Centers owned by MRTI located in such designated local or regional area(s) will participate and contribute to the cooperative(s) on the same basis as requested of Franchisee. Franchisees have the right and obligation to

use the agreed upon Marks to promote MCSN Service System, and the commitment to provide exemplary service embodied therein. Franchisee will display MCSN logo and signage as specified by the Operating Manual.

7.03 Removal. If Franchisee fails to comply with any provision of the Transaction Documents, any mandatory specification, standard or operating procedure prescribed by MRTI or any other agreement with MRTI or any of its Affiliates including, without limitation, the Mandatory Performance Standards and does not correct such failure within 30 days after notice of such failure to comply is delivered to Franchisee, MRTI reserves the right to remove any of Franchisee's Service Center locations from the ERS list of Service Centers, restrict Franchisee's access to the ERS dispatch provider, remove any particular Service Center location from any advertising and/ or promotional materials, or otherwise restrict the rights of Franchisee or any Service Center hereunder.

8. FINANCIAL AND ADMINISTRATIVE MATTERS.

8.01 Method of Payment. MRTI may require that any payments hereunder be effected, at Franchisee's expense, via check or through electronic funds transfer programs in accordance with the terms and conditions of the invoice. Franchisee agrees to sign such documents (including transfer authorizations) and do such things as MRTI deems necessary to facilitate electronic transfer of funds.

8.02 Interest on Late Payments. All amounts which Franchisee owes MRTI or any of its Affiliates shall bear interest after their due date at the maximum rate permitted by law or 24% per annum, whichever is lower. However, Franchisee's failure to pay all amounts when due constitutes grounds for termination of this Agreement, as provided in Section 13.

8.03 Application of Payments and Offsets. MRTI and Franchisee acknowledge and agree that all fees and payments due under this Agreement shall be paid to the party to whom the amount is due, as and when due, without any setoff, deduction, or prior demand therefor. Franchisee acknowledges that MRTI or its Affiliate shall have the right to apply any payments made by Franchisee or credits issued or due to Franchisee as MRTI or any Affiliate(s) shall determine in its absolute discretion, including offsetting any such payments against any amounts due under the Retread Franchise Agreement and or the Dealer Sales Agreement.

8.04 MCSN Information. Franchisee shall prepare and maintain during the Term and in accordance with the Mandatory Performance Standards complete and accurate books, records and accounts for the Service Center, copies of Franchisee's sales tax returns and such portions of Franchisee's state and federal income tax returns as are related to the Service Center and/or the provision of MCSN Services. All such books and records shall be kept at the premises of the Service Center, unless MRTI otherwise approves.

Subject to the requirements of the applicable software license agreement between MRTI (or its Affiliate) and Franchisee, MRTI grants Franchisee a license to use the MCSN Software upon the terms and conditions set forth herein and Franchisee accepts the license to use the MCSN Software. In consideration thereof, Franchisee shall pay such fees to MRTI as MRTI deems reasonably appropriate, and Franchisee shall make no unauthorized copies of such software.

Franchisee agrees to use the MCSN Software during the Term in accordance with MRTI's requirements and subject to the Mandatory Performance Standards. Franchisee agrees to provide MRTI (and its affiliates) with, and/or give MRTI (and its affiliates) access to, any and all data (which for avoidance of

doubt, includes MCSN Information) generated through Franchisee's use of the MCSN Software in connection with operation of the Service Center. Franchisee understands and agrees that such data will be used by MRTI (or any of its affiliates) for the following purposes: (i) for MRTI's (or any of its affiliates') internal use; (ii) for provision to MRTI's(or any of its affiliates') fleet account customers, including, but not limited to, reporting and information exchange to fleet account customers and among fleet account customers' serving dealers regarding fleet account customer's assets; (iii) shared among fleet account customers' servicing dealers and those third parties necessary in the work flow cycle; (iv) for use in an aggregated, de-identified, anonymous or partial manner, including to compile statistical and performance information related to the provision and operation of MRTI's (or one of its affiliates') services and products, and to enhance data sets utilized; and (v) other purposes as determined by MRTI (or of its affiliates) from time to time ("Aggregated Statistics"). Except as permitted herein, MRTI agrees that it will not directly share Franchisee's individual data, entered into Franchisee's computer systems or that make use of the MCSN Software, with any other franchisees, without Franchisee's approval. As between MRTI and Franchisee, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by MRTI. Franchisee understands that once MRTI has provided data to its fleet account customers, MRTI has no control over that data, MRTI shall not be obligated with respect to and makes no representation or warranty of any kind with regard to the use, dissemination or treatment of such Franchisee data by fleet account customers, and neither MRTI (or any of its affiliates) shall have any liability of any kind or nature with regard to any claim, matter or controversy whatsoever arising from such use, dissemination or treatment. Without limiting the forgoing, Franchisee shall generate reports for customers of the Service Center and MRTI, in accordance with the Mandatory Performance Standards, and as requested by MRTI from time to time (which reports may or may not include the data referenced above). Franchisee further agrees to use the MCSN Software to upload all MCSN Information in accordance with Mandatory Performance Standards and to transmit reports to MRTI as prescribed by MRTI and in accordance with Mandatory Performance Standards. Franchisee agrees to sign whatever assignment or other documents MRTI requests to evidence ownership of the MCSN Information by MRTI. Franchisee further acknowledges that MRTI (or any of its affiliates) will be compiling Aggregated Statistics based on data input into the MCSN Software and Franchisee agrees that MRTI (or any of its affiliates) may (x) make such Aggregated Statistics publicly available, and (y) use such information to the extent and in a manner permitted by applicable law or regulation including without limitation, for purposes of data gathering, analysis, service enhancement and marketing.

8.05 Computer System. Franchisee shall license, lease and/or purchase such computer hardware, the MCSN Software, and such additional computer software, required dedicated telephone, internet connectivity lines and power lines, modems, printers, and other computer-related accessories or peripheral equipment as MRTI may recommend from time to time, with the capabilities specified by MRTI, as the same may change from time to time, for the purpose of, among other functions, recording sales, other record keeping and central functions providing periodic reporting specified by MRTI, and tracking services and tires, including without limitation any mobile or handheld devices required to operate any of the MCSN Software. Franchisee may be requested to execute and comply with such lease and/or license agreements as MRTI deems necessary to protect its interests, and to pay MRTI such lease and/or license and maintenance fees as MRTI deems reasonably appropriate. In all events, Franchisee shall have computer hardware and software sufficient to comply with Section 8.04 hereof and the Mandatory Performance Standards.

Franchisee agrees to provide such assistance as may be required to connect Franchisee's computer system with MRTI's computer system. MRTI shall have the right from time to time and at any time to retrieve such data and information from Franchisee's computer system as MRTI, in its sole discretion, deems necessary

or desirable, with the cost of such telephonic retrieval to be borne by Franchisee. In view of the contemplated interconnection of computer systems and the necessity that such systems be compatible with each other, Franchisee agrees to strictly comply with MRTI's standards and specifications for all items associated with Franchisee's computer systems, to which MRTI shall have full access.

To ensure full operational efficiency and optimum communication capability between and among computer systems installed by all Service Centers, Franchisee agrees at its expense, to keep its computer system in good condition, and to promptly install such additions, changes, modifications, substitutions or replacements to hardware, software, telephone, internet connectivity lines and power lines, and other computer-related facilities, as MRTI directs. Although MRTI has no obligation to assist Franchisee in obtaining these items, MRTI may suggest suppliers provide other assistance as it deems appropriate.

Franchisee shall comply with the standards and procedures developed by MRTI for the MCSN Service System and communicated with Franchisee in writing, in the manner directed by MRTI, with regard to Franchisee's authorization to use, and use of, blogs, common social networks (such as "Facebook", "Google+" and "Myspace"), professional networks (such as "Linked-In"), live blogging tools (such as "Twitter"), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools that in any way references the Marks, the MCSN Service System or any Service Center.

8.06 Accounting. Franchisee shall furnish MRTI upon MRTI's request (unless otherwise set forth below): (a) no later than 30 days after the end of each month, an income statement and statement of cash flow for each Service Center for that month and for the year-to-date and a balance sheet for the Service Center as of the end of that month; (b) within 90 days after the end of each calendar year, an audited year-end balance sheet and income statement and statement of cash flow of the Franchisee for that year, reflecting all year-end adjustments and accruals; and (c) such other information as MRTI may require from time to time, including, without limitation, sales, income or property tax returns or statements. Franchisee agrees to certify by its signature that the information in each such financial statement or report is complete and accurate. All financial statements or reports by Franchisee shall conform to MRTI's reporting standards. Franchisee agrees that MRTI may require (as part of the MCSN Software) that Franchisee purchase and use back office accounting software prescribed by MRTI.

8.07 Audits. MRTI reserves the right at any time during business hours and without prior notice to inspect, copy and audit the books, records, tax returns and documents relating to the development, ownership, lease, occupancy or operation of the Service Center, and tracking reports. Franchisee agrees to cooperate fully with MRTI's representatives and independent accountants conducting such audits.

9. TRADEMARKS.

9.01 Ownership of the Marks. Franchisee acknowledges that an Affiliate of MRTI owns the Marks. Franchisee's right to use the Marks is derived solely from this Agreement and the other Transaction Documents and is limited to conducting business pursuant to and in compliance with this Agreement and the other Transaction Documents. Any unauthorized use of any of the Marks by Franchisee constitutes a breach of this Agreement and an infringement of the rights of MRTI's Affiliate to the Marks. This Agreement does not confer on Franchisee any goodwill or other interests in the Marks. Franchisee's use of the Marks and any goodwill established thereby inures to the exclusive benefit of MRTI's Affiliate. All provisions of this Agreement applicable to the Marks apply to any additional or substitute trademarks and service marks MRTI

authorizes Franchisee to use. Franchisee may not at any time during or after the Term contest the validity or ownership of any of the Marks, nor assist any other person in contesting the same.

9.02 Use of the Marks. Franchisee agrees to use the Marks as MRTI prescribes in connection with the sale of authorized products and services, including but not limited to compliance with any and all Marks usage guidelines which MRTI may issue and revise from time to time, in its sole discretion. Franchisee may not use any Mark (or any abbreviation, modification or colorable imitation thereof) as part of any corporate or legal business name or in any other manner not expressly authorized by MRTI in writing. Franchisee agrees to use the Marks for purposes of identification of itself at the Service Center as a provider of MRTI and/or Michelin branded goods and services, provided Franchisee identifies itself as the independent owner thereof in the manner MRTI prescribes. Franchisee agrees not to take or condone any action which might adversely affect the goodwill or image associated with the Marks. Franchisee agrees to meet all MRTI standards with respect to the Marks that are set forth by MRTI in this Agreement and the Marks usage guidelines, which will be provided to Franchisee in the Operating Manual, as all of the foregoing may be modified from time to time, or as otherwise set forth in writing. In addition, all signage and branding in support of MCSN, which is the exclusive property of MRTI, shall be returned to MRTI promptly (and in no event later than 30 days after) upon expiration or earlier termination of this Agreement.

9.03 Discontinuance of Use of Marks. MRTI may at any time modify or discontinue use of any Mark and may require Franchisee to use such modified Marks and/or use one or more additional or substitute trademarks or service marks, and Franchisee agrees to comply with MRTI's directions within a reasonable time after notice. MRTI will have no liability or obligation whatsoever with respect to any such required modification or discontinuance of any Mark or the promotion of a substitute or additional trademark or service mark.

9.04 Notification of Infringements and Claims. Franchisee agrees to notify MRTI immediately of any apparent or threatened infringement of or challenge to Franchisee's use of any Mark, or any claim by another person of any rights in any Mark. Franchisee may not communicate with any person (other than MRTI, MRTI's Affiliate and its counsel and Franchisee's counsel) in connection with any such infringement, threat, challenge or claim and Franchisee shall not disclose any information regarding any such infringement, threat, challenge or claim other than to MRTI, MRTI's Affiliate and its counsel and Franchisee's counsel. MRTI's Affiliate will have sole discretion to take such action as it deems appropriate and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding arising out of any such infringement, threat, challenge or claim or otherwise relating to any Mark. Franchisee agrees to sign any and all documents, render such assistance and do such things as may be advisable in the opinion of legal counsel for MRTI's Affiliate to protect the interests of MRTI's Affiliate in any litigation or U.S. Patent and Trademark Office proceeding or otherwise to protect its interests in the Marks.

9.05 Indemnification of Franchisee. MRTI agrees to indemnify Franchisee against all damages for which it is held liable in any proceeding arising out of its authorized use of any Mark pursuant to and in compliance with the Transaction Documents and all Marks usage guidelines and, except as provided herein, for all costs Franchisee reasonably incurs in defending any such claim brought against it, provided Franchisee has timely notified MRTI of such claim and provided further that Franchisee and its Owners and Affiliates are in compliance with the Transaction Documents entered into with MRTI or any of its Affiliates. MRTI and/or MRTI's Affiliate, in their sole discretion, are entitled to prosecute, defend and/or settle any proceeding arising out of Franchisee's use of any Mark pursuant to this Agreement, and, if MRTI or MRTI's Affiliate undertakes to prosecute, defend and/or settle any such matter, MRTI has no obligation to indemnify or reimburse

Franchisee for any fees or disbursements of any legal counsel retained by Franchisee, Franchisee hereby releasing MRTI, its agents, successors, assigns, Affiliates (and any of them) from all such claims, fees, costs and/or disbursements related thereto.

10. RESTRICTIVE COVENANTS.

10.01 Confidential Information. MRTI will disclose parts of the Confidential Information to Franchisee solely for Franchisee's use in the operation of the Service Center. During the Term and, (a) for a period of seven years thereafter with respect to Confidential Information, or (b) at any time subsequent thereto with respect to Confidential Information that constitutes trade secrets: (i) Franchisee may not use the Confidential Information in any other business or capacity (Franchisee acknowledges such use is an unfair method of competition); (ii) Franchisee agrees to exert its best efforts to maintain the confidentiality of the Confidential Information; (iii) Franchisee may not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form; and (iv) Franchisee agrees to inform all employees of the need to maintain the confidentiality of the Confidential Information and shall implement all reasonable procedures MRTI prescribes to prevent unauthorized use or disclosure of the Confidential Information, including obtaining nondisclosure agreements from Franchisee's Owners, officers, directors, managers and others who attend MRTI's training programs and furnishing such agreements to MRTI.

10.02 In-Term Covenants. During the Term, without the prior written consent of MRTI, which consent may be withheld, conditioned, or delayed in MRTI's sole discretion, Franchisee may not directly or indirectly: (a) own any legal or beneficial interest in, or give advice to, any Competitive Business located anywhere or any entity located anywhere which grants franchises, licenses or other interests to other to operate any Competitive Business; (b) enter into any agreement to sell or transfer any legal or beneficial interest in Franchisee or Franchisee's assets to any Competitive Business; (c) provide any service that competes with MRTI, including without limitation, selling, distributing, producing or delivering any product(s) or service(s) that compete with MRTI or that are provided by any Competitive Business; (d) divert or attempt to divert any business of any Service Center to any competitor or Competitive Business; or (e) do anything injurious or prejudicial to the goodwill associated with the Marks or the MCSN Service System. Franchisee agrees to exert its best efforts to provide excellent services using the Michelin System, and to capitalize on the full potential of the Service Center. This Section 10.02 applies to Franchisee, including, but not limited to, Affiliates, guarantors of the Agreement, including without limitation, spouses and immediate family members, and if Franchisee is a corporation or other entity, its officers, directors, limited liability governors and/or managers and interest holders, employees, partners, and each Owner or Controlling Person, and their spouses and immediate family members. Franchisee agrees that Franchisee's compliance with this Section 10.02 will not prevent Franchisee or any of the parties listed above from earning a living in other pursuits for which Franchisee or they are qualified, including other aspects of commercial tire business. Franchisee further agrees that the covenants contained in this Section 10.02 are reasonable and benefit Franchisee, the parties listed above and other MRTI franchisees and the MCSN Service System, as well as MRTI, and Franchisee understands that Franchisee's agreement to these covenants is an important consideration for our entering into this Agreement. It is Franchisee's responsibility to demonstrate compliance with this Section 10.02.

10.03 Information Exchange. As part of the consideration for this Agreement, Franchisee agrees that all ideas, concepts, methods and techniques useful to a truck fleet services business, whether or not constituting protectable intellectual property, that Franchisee creates or that are created on Franchisee's behalf, shall be promptly disclosed to MRTI and be held in confidence. If MRTI adopts any of them as part of the

MCSN Service System, they will become the sole and exclusive property of MRTI or its Affiliate and will constitute works made-for-hire for MRTI or its Affiliate. Franchisee agrees to sign whatever assignment or other documents MRTI requests to evidence ownership by MRTI or its Affiliate or to assist MRTI in securing intellectual property rights in such ideas, concepts, techniques or materials. If a Franchisee were to develop an innovation or technology that is the subject of a valid patent application being prosecuted by the Franchisee with no inventive step provided by MRTI or its Affiliates in the claimed invention and Franchisee fully funds the patent prosecution costs, then the patent does not become the exclusive property of MRTI, but MRTI can, at its option, obtain an exclusive license in the patent at a reasonable royalty rate. If the Franchisee chooses not to prosecute a patent or if MRTI or its Affiliates provided an inventive step in the claimed invention, then MRTI or its Affiliates may choose to prosecute such patent application and own the rights and interest in the patent.

11. FRANCHISEE'S OWNERSHIP AND ORGANIZATION.

11.01 Disclosure of Ownership Interests. Franchisee and each of its Owners represent, warrant and agree that Schedule 1 is current, complete and accurate. Franchisee and each of its Owners agree that updates to Schedule 1 will be furnished promptly to MRTI, so that Schedule 1 (as so revised) is at all times current, complete and accurate. Each Owner shall sign Schedule 1, unless MRTI waives this requirement in writing.

11.02 Organizational Documents. If Franchisee is, or at any time becomes, a corporation, partnership, limited liability company or other legal entity, Franchisee and each of its Owners do (or will), under Schedule 1, represent, warrant and agree that: (a) Franchisee is duly organized and validly existing under the laws of the state of its organization; (b) Franchisee has the authority to execute and deliver the Transaction Documents and to perform its obligations hereunder; (c) the articles of incorporation, partnership agreement, operating agreement or other organizational documents recite that the issuance, transfer or pledge of any direct or indirect legal or beneficial ownership interest is restricted by the terms of the Transaction Documents; and (d) all certificates representing direct or indirect legal or beneficial ownership interests now or hereafter issued bear a legend in conformity with applicable law reciting or referring to such restrictions.

12. TRANSFER OF THE FRANCHISE.

12.01 Transfer by Franchisee Subject to MRTI's Approval. The rights and duties created by the Transaction Documents are personal to Franchisee or, if Franchisee is a business corporation, partnership, limited liability company or other legal entity, to Franchisee's Owners. Accordingly, neither Franchisee nor any of Franchisee's Owners may Transfer the Franchise without MRTI's prior written approval and without complying with all of the provisions of Section 12 hereof. Franchisee must provide MRTI at least 60 days written notice of any proposed Transfer of the Franchise. Any transfer without such written notice, MRTI's written approval, or compliance with the provisions of Section 12 constitutes a breach of this Agreement and is void and of no force or effect.

MRTI's approval of a Transfer of the Franchise does not constitute: (a) a representation as to the fairness of the terms of any agreement or arrangement between Franchisee or Franchisee's Owners and the transferee or as to the prospects of success of the Service Center by the transferee; (b) a release of Franchisee or Franchisee's Owners, a waiver of any claims against Franchisee or Franchisee's Owners or a waiver of MRTI's right to demand the transferee's exact compliance with the Transaction Documents; or (c) a release of Franchisee from the provisions of the Transaction Documents, including the restrictive covenants set forth in

Section 10 hereof. Any approval shall apply only to the specific Transfer of the Franchise being proposed and shall not constitute an approval of, or have any bearing on, any other Transfer of the Franchise.

12.02 Conditions for MRTI's Approval. MRTI may withhold its approval of a Transfer of the Franchise unless it meets all of the reasonable restrictions, requirements and conditions MRTI imposes on the transfer, the transferor(s) and/or the transferee(s), including, but not limited to, the following:

(a) Franchisee and its Owners and Affiliates, as applicable, shall be in compliance with this Agreement and all other agreements with MRTI or any of its Affiliates and all amounts owed by Franchisee and its Owners and Affiliates to MRTI or any of its Affiliates, whether or not then payable or past due, shall be paid in full;

(b) the proposed transferee, or its Owners (if the proposed transferee is a legal entity) and its Affiliates, shall not operate a Competitive Business and shall provide MRTI on a timely basis all information MRTI requests, and shall be individuals or entities who are of good character and reputation, who have sufficient business experience, aptitude and financial resources to operate the Service Center;

(c) the transferee shall agree to upgrade the Service Center and the MCSN Equipment to conform to MRTI's then current requirements for a Service Center and to enroll in MRTI's training program and obtain proper certification for each Service Center as prescribed by MRTI;

(d) the transferee (and its owners) shall have taken assignment of and agree to be bound by all of the provisions of the Transaction Documents, including the restrictive covenants set forth in Section 10 hereof, for the remainder of the Term and/or the term of the applicable Transaction Document or, at MRTI's option and in MRTI's sole discretion, execute MRTI's then current standard form of franchise agreement as well as the then current form of the other Transaction Documents used in the state in which the Service Center is located at the time of MRTI's approval (provided that it shall include a term equal to the remaining balance of the Term);

(e) Franchisee or the transferee shall pay MRTI's then current standard assignment fee to defray MRTI's expenses incurred in connection with the assignment, including training of the assignee(s) and its personnel, legal and accounting fees, credit and other investigation charges and evaluation of the transferee(s) and the terms of the assignment;

(f) Franchisee and its Owners and Affiliates shall, except to the extent limited or prohibited by applicable law, execute a general release, in form and substance satisfactory to MRTI, of any and all claims against MRTI, its Affiliates and their respective stockholders, officers, directors, employees, agents, successors and assigns;

(g) MRTI may require that the terms of the proposed Transfer of the Franchise do not place an unreasonable financial or operational burden on the transferee, as determined by MRTI in its Reasonable Business Judgment;

(h) any financing which Franchisee (or any of Franchisee's Owners or Affiliates) may offer the transferee shall be subordinate to any current or future obligations of the transferee to MRTI or its Affiliates;

(i) Franchisee and Franchisee's Owners shall execute a noncompetition covenant, in form and substance satisfactory to MRTI, in favor of MRTI and the transferee agreeing, for a period of no less than two (2) years, starting on the effective date of the transfer, that Franchisee and Franchisee's Owners will not directly or indirectly own any legal or beneficial interest in, or render services or give advice to, any Competitive Business that is located or operating within a radius of two hundred (200) miles from each applicable Service Center and/or within the Service Territory; and

(j) Franchisee and Franchisee's Owners and Affiliates shall execute such other documents and do such other things as MRTI may reasonably require to protect MRTI's rights under the Transaction Documents.

12.03 Disability or Death of Controlling Owner of Franchisee. Upon the permanent disability or death of an Owner of a controlling interest in Franchisee (as determined by MRTI in its Reasonable Business Judgment), the executor, administrator or other personal representative of such person shall transfer his or her interest in Franchisee to a third party approved by MRTI, in its sole discretion, in accordance with all of the applicable provisions of Section 12 hereof within a reasonable period of time, not to exceed nine (9) months from the date of permanent disability or death.

12.04 MRTI's Right of First Refusal. If Franchisee or any of its Owners desire to make a Transfer of the Franchise, Franchisee or such Owners must first comply with the provisions of Sections 12.01 and 12.02. Thereafter, if Franchisee or any of its Owners desires to make a Transfer of the Franchise where the Franchise Agreement is signed by an entity for which a right of first refusal is not in place under any applicable MRTI Retread Franchise Agreement, Franchisee or such Owner shall obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser ("Offeror") and shall deliver immediately to MRTI a complete and accurate copy of such offer. Any written offer that does not comply with the provisions of Sections 12.01 and 12.02 shall not constitute a bona fide written offer. If the Offeror proposes to buy any other property or rights from Franchisee or any of its Owners or Affiliates (other than rights under the Transaction Documents or under other franchise agreements for Service Centers) as part of the bona fide offer for the Transfer of the Franchise, the proposal for such other property or rights must be set forth in a separate, contemporaneous offer that is disclosed to MRTI, and the price and terms of purchase offered to Franchisee or its Owners for the Transfer of the Franchise must reflect the bona fide price offered therefor and may not reflect any value for any other property or rights.

MRTI has the option, exercisable by written notice delivered to Franchisee within 30 days from the date of delivery of a complete and accurate copy of such offer to MRTI, to purchase such interest in the Transaction Documents, in the Franchisee, in the Owner, or in the Service Center, for the price and on the terms and conditions contained in such offer, provided that MRTI shall have not less than 90 days from the option exercise date to consummate the transaction. In the event the consideration, terms, and/or conditions offered by a third party are such that MRTI may not reasonably be able to furnish the same consideration, terms, and/or conditions, then MRTI may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, MRTI at its own expense may designate an independent appraiser to do so and the appraiser's determination shall be binding. MRTI has the right to investigate and analyze the business, assets and liabilities and all other matters MRTI deems necessary or desirable in order to make an informed investment decision with respect to the fairness of the terms of the offer. MRTI may conduct such investigation and analysis in any manner it deems reasonably appropriate, and

Franchisee and its Owners agree to cooperate fully with MRTI in connection therewith.

If MRTI exercises its option to purchase, MRTI is entitled to purchase such interest subject to all representations and warranties, closing documents and indemnities MRTI reasonably requires. If MRTI does not exercise its option to purchase, Franchisee and its Owners may complete the sale to such offeror pursuant to and on the exact terms of such offer, subject to MRTI's approval, as stated above, in MRTI's sole discretion, of the transfer as provided in Sections 12.01 and 12.02 hereof, provided that if the sale to such offeror is not completed within ninety (90) days after delivery of such offer to MRTI, or if there is a material change in the terms of the offer, Franchisee must promptly notify MRTI, and MRTI will have an additional option to purchase (on the terms of the revised offer, if any, and otherwise as set forth herein) during the 30-day period following Franchisee's notification of the expiration of the 90-day period or the material change to the terms of the offer.

12.05 Franchisee Bankruptcy. If Franchisee files or becomes the subject of a petition for relief under Title 11 of the United States Code or under any successor or similar federal or state bankruptcy, insolvency or receivership statute (hereafter referred to as "Franchisee's Bankruptcy"), and, for any reason, this Agreement is not terminated pursuant to Section 13 hereof, then Franchisee shall immediately inform MRTI of Franchisee's Bankruptcy and disclose the specific court in which such action is pending.

Franchisee acknowledges that this Agreement is an executory contract. In the event of Franchisee's Bankruptcy, promptly upon written demand by MRTI, but in no event more than 30 days following such demand, Franchisee shall decide whether to assume or reject this Agreement as an executory contract, shall advise MRTI of Franchisee's decision, shall advise MRTI of the manner in which Franchisee proposes to provide MRTI with adequate assurances of future performance, and shall diligently pursue any required approvals.

In the event of Franchisee's Bankruptcy, if Franchisee wishes to assign this Agreement to any person or entity who has made a bona fide offer to accept an assignment of this Agreement, then written notice of such proposed assignment, setting forth the name and address of the proposed assignee and all of the terms and conditions of the proposed assignment, shall be given to MRTI within 20 days after receipt of such proposed assignee's offer to accept the assignment of this Agreement, and, in any event, within 10 days prior to the date that the application is made to a court of competent jurisdiction for authority and approval to enter into such assignment. MRTI shall thereupon have a right of first refusal on the terms and conditions set forth in Section 12.04 hereof, except that MRTI shall deliver notice to Franchisee of the exercise of its right of first refusal prior to the effective date of the proposed assignment.

12.06 Transfer by MRTI. MRTI has the right to transfer or assign all or any part of MRTI's rights or obligations under this Agreement or the other Transaction Documents to any person or legal entity. If the assignee shall expressly assume and agree to perform all of MRTI's obligations under this Agreement and/ or the other Transaction Documents accruing after the date of assignment, then the assignee shall become solely responsible for such obligations and the assignor shall have no liability therefor. In addition, and without limiting the foregoing, MRTI may sell its assets; may sell its securities in a public offering or in a private placement; may merge with or acquire other corporations, or be acquired by another corporation; and may undertake any refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring.

13. TERMINATION OR PARTIAL TERMINATION OF AGREEMENT.

13.01 Immediate Termination. Franchisee will be in material breach of this Agreement, and this Agreement will automatically terminate without notice: (a) if Franchisee becomes insolvent (whether judicially determined or otherwise); (b) if Franchisee is adjudicated bankrupt or insolvent; (c) if Franchisee files a petition in bankruptcy, reorganization or similar proceedings under the bankruptcy laws of the United States or has such a petition filed against it which is not discharged within 30 days; (d) if a receiver or other permanent or temporary, custodian, is appointed for Franchisee's business, assets or property; or (e) if Franchisee requests the appointment of a receiver or makes a general assignment for the benefit of creditors, or similar disposition of assets. Franchisee will be in material breach of this Agreement and this Agreement shall terminate automatically upon notice, which MRTI may issue in its sole discretion: (a) if final judgment against Franchisee in the amount $50,000 or more remains unsatisfied of record for 30 days or longer; (b) if Franchisee's bank accounts, property or accounts receivable are attached; (c) if execution is levied against Franchisee's business or property; (d) if suit is filed to foreclose any lien or mortgage against any of Franchisee's assets and such suit is not dismissed within 30 days; (e) if Franchisee voluntarily dissolves or liquidates or has a petition for dissolution filed against it and such petition is not dismissed within 30 days; (f) Franchisee fails to comply with any federal, state or local law, ordinance, regulation or executive order related to the operation of the MCSN Service System or the Service Center; (g) the premises for any Service Center operated by Franchisee is seized, taken over or foreclosed by either a creditor, lien holder, or governmental or quasi-governmental entity; (h) Franchisor, in Franchisor's sole discretion, determines that continued operation of the Service Center(s) of Franchisee will result in danger to public health or safety; or (i) if Franchisee is unable or admits Franchisee is unable to pay its debts as the come due.

13.02 Termination by MRTI upon Notice. In addition to MRTI's right to terminate pursuant to other provisions of this Agreement and under applicable law, MRTI has the right to terminate any or all of the Transaction Documents, effective upon delivery of notice of termination to Franchisee, if Franchisee or any of its Owners or Affiliates:

(a) fails to open the Service Center and start providing the MCSN Services;

(b) abandons or fails to actively operate the Service Center for 30 consecutive calendar days;

(c) attempts to remove, sell, transfer, lease, encumber or part with possession of the MCSN Equipment or the MCSN Software or any part thereof;

(d) makes any material misstatement or omission in the application for the rights granted hereunder or in any other information provided to MRTI;

(e) suffers cancellation or termination of any lease for the Service Center;

(f) is convicted of, or pleads no contest to, a felony or other crime or offense that MRTI reasonably believes, in its sole discretion, may adversely affect the goodwill or image associated with the Marks (including such a conviction or plea by an officer of Franchisee or any of its Owners or Affiliates);

(g) makes, or attempts to make, an unauthorized Transfer of the Franchise or fails to Transfer the Franchise as provided in Section 12.02 hereof, or the interest of a deceased or disabled controlling Owner of Franchisee, as provided in Section 12.03 hereof;

(h) makes any unauthorized use or disclosure of any Confidential Information or discloses any portion of the Operating Manual in violation of the Transaction Documents;

(i) fails to timely pay, or unilaterally reduces or deducts from, amounts due to MRTI or any of its Affiliates, and does not correct such failure within 10 days after written notice of such failure is delivered to Franchisee;

(j) fails to comply with any other provision of any of the Transaction Document (for avoidance of doubt, including any Retread Franchise Agreement), any mandatory specification, standard or operating procedure prescribed by MRTI or any other agreement with MRTI or any of its Affiliates including, without limitation, the Mandatory Performance Standards and does not correct such failure within 30 days after notice of such failure to comply is delivered to Franchisee;

(k) fails on 3 or more separate occasions within any period of 12 consecutive months, where timely notice of each of such failures is given within thirty (30) days of occurrence, to comply with any one or more provisions of this Agreement or any mandatory specification, standard or operating procedure prescribed by MRTI, including, without limitation, the Mandatory Performance Standards, whether or not such failure is corrected after notice is delivered to Franchisee;

(l) defaults in any of the Transaction Documents or other agreement with MRTI or its Affiliates which is not cured in accordance with the terms of any such agreement; or

(m) makes an unauthorized payment, or provides unauthorized benefit to, an employee of MRTI or any of its Affiliates.

13.03 Partial Termination by MRTI upon Notice. In addition to MRTI'S right to terminate the Agreement in its entirety, MRTI has the right to terminate this Agreement with respect to a specific Service Center only, effective upon delivery of notice of partial termination to Franchisee, if Franchisee or any of its Owners or Affiliates:

(a) fails to open such Service Center and start providing the MCSN Services at such Service Center;

(b) abandons or fails to actively operate such Service Center for 30 consecutive calendar days;

(c) suffers cancellation or termination of any lease for such Service Center;

(d) fails to comply with any other provision of the Transaction Documents, any mandatory specification, standard or operating procedure prescribed by MRTI or any other agreement with MRTI or any of its Affiliates including, without limitation, any Retread Franchise Agreement, or the Mandatory Performance Standards with respect to such Service Center, and does not correct such

failure of such Service Center within 30 days after notice of such failure to comply is delivered to Franchisee; or

(e) fails on 3 or more separate occasions within any period of 12 consecutive months, where timely notice of each of such failures is given within thirty (30) days of occurrence, to comply with any one or more provisions of this Agreement or any mandatory specification, standard or operating procedure prescribed by MRTI, including, without limitation, the Mandatory Performance Standards, with respect to such Service Center, whether or not such failure is corrected after notice is delivered to Franchisee.

14. EFFECT OF TERMINATION, PARTIAL TERMINATION OR EXPIRATION.

14.01 Payment of Amounts Owed to MRTI. Within 30 days after the effective date of termination of this Agreement, Franchisee agrees to pay MRTI all amounts owed to MRTI or its Affiliate(s) which are then unpaid, including amounts related to damages caused by Franchisee's breach of this Agreement or any other Transaction Document. Franchisee agrees to pay such amounts to MRTI within said 30-day period, even if MRTI elects to terminate this Agreement as a result of breach of this Agreement or any other Transaction Document.

14.02 Discontinue Use of Marks and MCSN Service System. Upon the termination or expiration of this Agreement, Franchisee shall:

(a) immediately cease identifying Franchisee as an MRTI franchisee, or suggesting any connection or relationship between Franchisee and MRTI, and if requested by MRTI, shall make any corrective actions and/or advertising to inform the public that the franchise relationship has ceased;

(b) not directly or indirectly at any time or in any manner use any Mark or any colorable imitation or other indicia of a Service Center;

(c) take such action as may be required to cancel all fictitious or assumed name registrations relating to Franchisee's use of any Mark;

(d) notify the telephone company and all telephone directory publishers of the termination or expiration of Franchisee's right to use the Marks in connection with any of Franchisee's telephone numbers, and remove all Marks and other indicia that Franchisee operates a Service Center from any and all regular, classified or other telephone directory listings;

(e) immediately cease using, and cease making any representation of using, the MCSN Service System;

(f) immediately cease using and return to MRTI any licensed software, including the MCSN Software;

(g) promptly return to MRTI all signs, marketing and advertising materials, and other materials and supplies which display any of the Marks or any distinctive features, images, or designs associated with Service Centers;

(h) immediately cease to use all Confidential Information and return to MRTI all copies of the Operating Manual and any other materials which have been loaned to Franchisee or prepared pursuant to the Transaction Documents that are not expressly deemed by MRTI to be public, non-confidential information;

(i) immediately cease to use all computer hardware and software leased and/or licensed by MRTI or any of its Affiliates and comply with Franchisee's obligations under applicable lease and license agreements and delete all MCSN Confidential Information in electronic form; and

(j) within 30 days after the effective date of termination or expiration, furnish evidence satisfactory to MRTI of Franchisee's compliance with the foregoing obligations.

14.03 Partial Termination. Upon the partial termination of this Agreement under Section 13.03 hereof, Franchisee shall:

(a) not directly or indirectly at any time or in any manner use any Mark or any colorable imitation or other indicia of a Service Center at the Terminated Service Center;

(b) notify the telephone company and all telephone directory publishers of the termination Franchisee's right to use the Marks in connection with any of Franchisee's telephone numbers for the Terminated Service Center, and remove all Marks and other indicia that Franchisee operates a Service Center at the Terminated Service Center from any and all regular, classified or other telephone directory listings;

(c) immediately cease using, and cease making any representation of using, the MCSN Service System in connection with the Terminated Service Center;

(d) promptly remove from the Terminated Service Center and return to MRTI all signs, marketing and advertising materials, and other materials and supplies which display any of the Marks; and

(e) within 30 days after the effective date of termination or expiration, furnish evidence satisfactory to MRTI of Franchisee's compliance with the foregoing obligations.

14.04 Continuing Obligations. All obligations under this Agreement which expressly or by their nature survive its expiration or termination shall continue in full force and effect until they are satisfied in full or by their nature expire.

15. RELATIONSHIP OF THE PARTIES.

15.01 Independent Contractors. MRTI and Franchisee, as between themselves, are and shall be independent contractors. Neither the Transaction Documents nor the dealings of the parties pursuant to this Agreement shall create any fiduciary relationship or any other relationship of trust or confidence. Nothing contained in the Transaction Documents, or arising from the conduct of the parties thereunder, is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose whatsoever. Franchisee agrees to conspicuously identify itself in all dealings with customers, lessors, contractors, suppliers, public officials, employees and others as the owner of the Service Center. Franchisee

agrees to place such other notices of independent ownership on purchase orders, business cards, stationery, marketing and advertising materials and other materials as MRTI may require from time to time.

Franchisee may not make any express or implied agreements, warranties, guarantees or representations or incur any debt in MRTI's name or on MRTI's behalf or represent that the relationship of the parties hereto is anything other than that of independent contractors. MRTI will not be obligated by or have any liability under any agreements made by Franchisee with any third party or for any representations made by Franchisee to any third party. Franchisee shall not obligate MRTI for any damages or liabilities to any person or property arising directly or indirectly out of the operation of Franchisee's business hereunder.

15.02 Indemnification. Franchisee agrees to indemnify and hold harmless to the fullest extent permitted by law, MRTI, its Affiliates and their respective directors, officers, employees, shareholders, agents, successors and assigns (collectively "Indemnitees") from any and all Losses and Expenses (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with Franchisee's development or operation of the Service Center, performance or nonperformance of this Agreement or the MCSN Services performed by the Franchisee, or any other action or failure to act by Franchisee or by any party acting by, for or through Franchisee whatsoever (collectively "Event"), and regardless of whether it resulted from any strict or vicarious liability imposed by law on the Indemnitees, including any product liability, failure to warn or warranty claims relating to services performed by Franchisee using the MCSN Services, or any claims relating to the delivery and installation of the MCSN Equipment or the operation, use, maintenance or repair of MCSN Equipment, including any act or omission of Franchisee, its Affiliates, associate dealers, associate service providers, employees, subcontractors or agents in any way relating to or arising from such Event or other activity; provided, however, that this indemnity shall not apply to any liability arising from the gross negligence or willful acts of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to Franchisee). The term "Losses and Expenses" shall be deemed to include compensatory, exemplary, and punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to MRTI's reputation and goodwill; and all other costs associated with any of the foregoing. Franchisee agrees to give MRTI prompt notice of any Event of which Franchisee is aware for which indemnification is required, and, at Franchisee's expense and risk, MRTI may elect to assume (but under no circumstances is obligated to undertake) the defense and/or efforts to effect settlement thereof. MRTI's assumption of the defense or settlement efforts does not modify Franchisee's indemnification obligation, except that MRTI shall be responsible for attorneys' fees only after the date of assumption. MRTI may, in its sole discretion, take such action to investigate, defend, or settle any Event or take other remedial or corrective actions with respect thereto as may be, in MRTI's sole discretion, necessary for the protection of the Indemnitees or Service Centers generally. This Section 15.02 shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

15.03 Taxes. Franchisee agrees to promptly pay to MRTI and/or its Affiliate(s) an amount equal to all taxes levied or assessed, including unemployment taxes, sales taxes, use taxes, withholding taxes, excise taxes, personal property taxes, intangible property taxes, gross receipt taxes, taxes on royalties, any similar taxes or levies, imposed upon or required to be collected or paid by MRTI or any of its Affiliates by reason of the furnishing of products, intangible property (including trademarks), equipment or services to Franchisee.

Franchisee agrees to fully cooperate in connection with any filings of required tax returns and reports by MRTI or its Affiliate(s) and to fully cooperate in connection with any tax audits. In the event of a bona fide dispute as to Franchisee's liability for taxes, Franchisee may contest its liability in accordance with applicable law. In no event, however, will Franchisee permit a tax sale, seizure, or attachment to occur against the Service Center, the MCSN Equipment or any of the contents or assets of the Service Center, such event being a material breach of this Agreement.

16. MODIFICATION OF MCSN SERVICE SYSTEM.

Franchisee expressly acknowledges, understands and agrees that MRTI may, from time to time, and as MRTI deems necessary in its sole discretion and based upon its Reasonable Business Judgment, modify, change, add, delete, substitute or alter at Franchisee's expense the MCSN Service System and all components of the MCSN Service System, which includes, without limitation, the ERS, the Mandatory Performance Standards, MCSN Services, MCSN Information, MCSN Products, MCSN Equipment, MCSN Software, the Operating Manual, and any other products, programs, services, methods, standards, forms, policies and procedures, associated with the MCSN Service System. Franchisee expressly agrees to comply with any such modifications, changes, additions, deletions, substitutions and alterations, and Franchisee shall accept, use and effectuate any such changes, modifications or substitutions as if they were part of the MCSN Service System at the time that this Agreement was signed.

17. MISCELLANEOUS.

17.01 Governing Law. This Agreement and all disputes between the parties shall be governed by and construed under the laws of the State of South Carolina, without regard to the application of South Carolina conflict of law principles.

17.02 Exclusive Jurisdiction. Franchisee and each of Franchisee's Owners agrees that the state or federal court of general jurisdiction in the judicial district in which MRTI has its principal place of business at the time of commencement of proceedings shall be the venue and exclusive forum in which to adjudicate any case or controversy arising from or relating to this Agreement, the Transaction Documents and any personal covenants or guarantees by Franchisee's Owners. Franchisee and each of its Owners irrevocably submits to the jurisdiction of such courts and waives any objections to either the jurisdiction of or venue in such courts.

17.03 Code of Ethics. Employees of MRTI and its Affiliates are bound by a company Code of Ethics that prohibits corruption. MRTI will actively combat corruption and avoid even the appearance of corruption in all our business dealings. All MRTI employees are responsible for understanding and following rules related to giving and receiving hospitality and gifts and will refrain from giving or accepting hospitality or gifts that improperly influence commercial decisions or regulatory approvals. The policy against corruption applies globally; policies are not flexible based on the laws or common practices in any given country. MRTI prohibits all forms of bribery, no matter how small the amount given or received. Franchisee must conduct business in accordance with this anti-corruption policy. MRTI will terminate relationships with franchisees that do not demonstrate the willingness to follow our anti-corruption policy. A full copy of the Code of Ethics will be made available to Franchisee upon request.

17.04 Injunctive Relief. MRTI may seek to obtain at any time in any court of competent jurisdiction any order for specific performance or injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be

available or which may cause MRTI irreparable harm. MRTI may have such specific performance or injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and Franchisee's sole remedy in the event of the entry of such specific performance or injunction order, shall be the dissolution of such order, if warranted (all claims for damages by reason of the wrongful issuance of any such order being expressly waived hereby). Franchisee and each of its Owners acknowledges that any violation of Sections 9, 10, 12 and/ or 14.02 hereof would result in irreparable injury to MRTI for which no adequate remedy at law may be available. Accordingly, Franchisee and each of its Owners consents to the issuance of an injunction at MRTI's request (without posting a bond or other security) prohibiting any conduct in violation of any of those Sections and agrees that the existence of any claims Franchisee or any of its Owners may have against MRTI, whether or not arising herefrom, shall not constitute a defense to the enforcement of any of those Sections.

17.05 Costs and Attorneys' Fees. If MRTI or any of its Affiliates claim in any judicial proceeding that Franchisee or any of its Owners owes MRTI or any of its Affiliates money or that Franchisee or any of its Owners has breached any provisions of the Transaction Documents, and MRTI or such Affiliate prevails on such claim, then MRTI or its Affiliate shall be awarded its costs and expenses incurred in connection with such proceedings, including reasonable attorneys' fees.

17.06 Limitations on Legal Claims. Except with respect to Franchisee's obligations herein regarding the Confidential Information and the Marks, MRTI and Franchisee (and its Owners) each waives, to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other. Franchisee and each of its Owners waive, to the fullest extent permitted by applicable law, the right to recover multiple, punitive or consequential damages for any claim directly or indirectly arising from or relating to this Agreement. Furthermore, the parties agree that any legal action in connection therewith shall be tried to the court sitting without a jury, and all parties waive any right to have any action tried by jury.

17.07 Severability and Substitution of Provisions. Every part of this Agreement shall be considered severable. If for any reason any part of this Agreement is held to be invalid, that determination shall not impair the other parts of this Agreement. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of geographical area, type of business activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, the parties agree that it will be enforced to the fullest extent permissible under applicable law and public policy. If any applicable law requires a greater prior notice of the termination of this Agreement, a different standard of "good cause", or the taking of some other action not required hereunder, then the prior notice, "good cause" standard and/or other action required by such law shall be substituted for the comparable provisions hereof. If any provision of the Transaction Documents or any specification, standard or operating procedure prescribed by MRTI, including, without limitation, the Mandatory Performance Standards (or any part thereof), is invalid or unenforceable under applicable law, MRTI has the right, in its sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to make it valid and enforceable.

17.08 Waiver of Obligations. MRTI and Franchisee may by written instrument unilaterally waive or reduce any obligation of the other under this Agreement. Any waiver granted by either party shall be without prejudice to any other rights such party may have, will be subject to continuing review and may be revoked at any time and for any reason, effective upon delivery to the other party of 10 days prior written notice. MRTI and Franchisee shall not be deemed to have waived any right reserved by this Agreement by virtue of any

custom or practice of the parties at variance with it; any failure, refusal or neglect by Franchisee or MRTI to exercise any right under this Agreement (except as provided in Section 17.09 hereof) or to insist upon exact compliance by the other with its obligations hereunder; any waiver, forbearance, delay, failure or omission by MRTI to exercise any right, whether of the same, similar or different nature, with respect to other Service Centers; or the acceptance by MRTI of any payments due from Franchisee after any breach of any provisions in the Transaction Documents.

17.09 Exercise of Rights. The rights of the parties hereunder are cumulative and no exercise or enforcement by either party of any right or remedy hereunder shall preclude the exercise or enforcement by either party of any other right or remedy hereunder which that party is entitled to enforce by law. Notwithstanding the foregoing, and except as otherwise prohibited or limited by applicable law, any failure, neglect, or delay of a party to assert any breach or violation of any legal or equitable right arising from or in connection with the Transaction Documents or the relationship between the parties shall constitute a waiver of such right and shall preclude the exercise or enforcement of any legal or equitable remedy arising therefrom, unless written notice specifying such breach or violation is provided to the other party within 12 months after the later of: (a) the date of such breach or violation; or (b) the date of discovery of the facts (or the date the facts could have been discovered, using reasonable diligence) giving rise to such breach or violation.

17.10 Construction. This Agreement and the Transaction Documents constitute multiple parts of a single transaction and are to be construed in such fashion. The language of this Agreement and the Transaction Documents shall be construed according to its fair meaning and not strictly against any party. The introduction, personal covenants or guarantees of Owners, schedules and riders (if any) to this Agreement, as well as the Operating Manual, are a part of this Agreement, which, along with the Transaction Documents constitute the entire agreement of the parties. Except as otherwise expressly provided herein and other than in the Franchise Disclosure Document received by Franchisee, there are no other oral or written agreements, understandings, representations or statements relating to the subject matter of this Agreement that either party may or does rely on or that will have any force or effect. In the event of a direct conflict between the terms of this Agreement and the terms of any other Transaction Documents (excluding the Dealer Sales Agreement), the terms of this Agreement shall govern as to matters covered by this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Dealer Sales Agreement, the Dealer Sales Agreement shall control. Except as otherwise expressly provided, nothing in the Transaction Documents shall be deemed to confer any rights or remedies on any person or legal entity not a party hereto. This Agreement shall not be modified except by written agreement signed by both parties.

The headings of sections are for convenience only and do not limit or construe their contents. The word "including" (or any variation thereof) shall be construed to include the words "without limitation." The term "Franchisee" is applicable to one or more persons, a corporation, limited liability company, partnership or other legal entity, as the case may be. If two or more persons are at any time Franchisee hereunder, whether as partners, joint venturers or otherwise, their obligations and liabilities to MRTI shall be joint and several.

This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. Any and all rights and obligations of MRTI under this Agreement may, at MRTI's sole discretion, be exercised or performed by any Affiliate of MRTI, provided, however, that MRTI shall be solely and exclusively responsible to Franchisee for the performance of any such obligations delegated to any Affiliate and no such Affiliate shall have any liability whatsoever to Franchisee or others, directly or indirectly, as a result of, in connection with or relating to exercising any such rights or performing any such

obligations. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Time is of the essence in this Agreement.

17.11 Approvals and Consents. Whenever this Agreement or the Transaction Documents require the approval or consent of either party, the other party shall make written request therefor, and such approval or consent shall be obtained in writing; provided however, unless specified otherwise in this Agreement or in the Transaction Documents, such party may withhold approval or consent at its sole discretion.

17.12 Notices and Payments. All notices, requests and reports permitted or required to be delivered by this Agreement or the Transaction Documents shall be deemed delivered: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the same day of the transmission by facsimile, telegraph or other reasonably reliable electronic communication system; (c) 1 business day after being placed in the hands of a commercial courier service for guaranteed overnight delivery; or (d) 5 business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at the address identified in this Agreement. All payments and reports required by this Agreement shall be sent to MRTI at the address identified in this Agreement unless and until a different address has been designated by written notice. No restrictive endorsement on any check or in any letter or other communication accompanying any payment shall bind MRTI, and MRTI's acceptance of any such payment shall not constitute an accord and satisfaction.

17.13 Force Majeure. Neither MRTI, Franchisee nor their Affiliates shall be liable for any delay in the performance of its or their obligations hereunder (other than payment obligations) caused by fire, explosions, strikes, disputes, wars or other hostilities, insurrections, revolutions, terrorism, earthquakes, floods, epidemics or quarantine restrictions, unforeseeable governmental restrictions or controls, transportation embargoes or interruptions, acts of God, delay in transportation, inability to obtain raw materials, inability to secure products or services of other persons or transportation facilities, or any other cause beyond its or their reasonable control ("Force Majeure Event"). The party so prevented from complying shall, in said party's reasonable estimation and as soon as reasonably possible, give written notice to the other party of the nature and probable duration of such Force Majeure Event, and of the extent of its effect on such party's performance hereunder. Each party shall, in the event it experiences a Force Majeure Event, make reasonable efforts to remove such disability, except for labor disputes that shall be solely within said party's discretion. The disabled party shall try to remove the disability as soon as reasonably possible.

17.14 Receipt of Disclosure Document and Agreement. Franchisee acknowledges having received MRTI's franchise disclosure document by the earliest of: (a) 14 calendar days before signing any binding agreement or making any payment to MRTI (or any Affiliate of MRTI) relating to this Agreement; (b) the first personal meeting to discuss the acquisition of the franchise if Franchisee or the Service Center is located in New York; or (c) 10 business days before signing any binding agreement or making any payment to MRTI (or any Affiliate of MRTI) in connection with this Agreement if Franchisee or the Service Center is located in Michigan or New York.

17.15 Franchisee's Acknowledgments. The following acknowledgments shall be made by and binding on all franchisees and Service Centers, except if this Agreement or the relationship between Franchisee and MRTI is subject to state franchise registration and/or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington

or Wisconsin: (a) Franchisee has read this Agreement and MRTI's franchise disclosure document, understands the terms of this Agreement and accepts them as being reasonably necessary to maintain MRTI's image and standards and to protect the goodwill of the Marks and the integrity of the MCSN Service System; (b) Franchisee has conducted an independent investigation of the business contemplated by this Agreement and recognizes that an investment in a Service Center involves business risks, that the success of the venture is largely dependent on Franchisee's own business abilities, efforts and financial resources, and that the nature of Service Centers may change over time; and (c) Franchisee has not received or relied on any guaranty or assurance, express or implied, as to the revenues, profits or success of the business venture contemplated by this Agreement.

17.16 Franchisee's Representations. Franchisee and its Owners represent and warrant that: (a) neither Franchisee nor any of its Owners has made any untrue statement of any material fact or has omitted to state any material fact in obtaining the rights granted hereunder; (b) the execution and performance of this Agreement will not violate any other agreement to which Franchisee or any of its Owners may be bound. Franchisee and its Owners recognize that MRTI has approved Franchisee's application in reliance on all of the statements Franchisee and its Owners have made in connection therewith.

17.17 Alternative Dispute Resolution. MRTI and Franchisee shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives who have authority to settle the controversy. Controversies or claims arising out of or relating to this Agreement, if not settled by negotiation, may settled by arbitration at MRTI's election, in accordance with the following provisions, which arbitration shall be final and binding upon the parties, their successors and assigns, and that the following provisions constitute a binding arbitration clause under applicable law. All arbitration proceedings shall be held in the state and county in which MRTI has its principal place of business at the time of commencement of the arbitration proceeding (currently, Greenville, South Carolina), and the Franchisee consents to the exclusive jurisdiction and venue of such state and county for any and all arbitration proceedings. MRTI may initiate arbitration of a dispute by delivery of a demand to Franchisee. The arbitration shall be conducted pursuant to the Federal Arbitration Act, as amended from time to time. All hearings shall be conducted on an expedited schedule, and all proceedings shall be confidential. Notwithstanding the other provisions of this Section, MRTI may also seek equitable or any other relief in any court of competent jurisdiction. The non-prevailing party shall pay all costs of the arbitration or other legal proceedings, including the fees and expenses of the arbitrator and the reasonable attorneys' fees and expenses of the prevailing party.

17.18 No Waiver or 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, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgement signed or agreed to by 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 us, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this agreement on the day and year first above written.

FRANCHISEE

By:_____
Print Name:_____
Title:_____

If Individuals:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware corporation

By:_____
Print Name:_____
Title:_____

EXHIBIT A

TO FRANCHISE AGREEMENT

SERVICE TERRITORY AND SERVICE CENTER LOCATIONS

Service Territory is defined as a thirty (30) mile to fifty (50) radius around each Service Center.

EXHIBIT B

TO FRANCHISE AGREEMENT

MANDATORY PERFORMANCE STANDARDS

Mandatory Performance Standards include, but shall not be limited to, the procedures and specifications set forth in the Operating Manual, a business plan to be prepared by Franchisee and approved by MRTI no less often than annually during the Term, or otherwise provided by MRTI and certain customer satisfaction standards established by MRTI from time to time generally related to:

1) ERS operations

2) Truck tire service operations

3) Truck and trailer preventative maintenance

4) Collecting and inputting data

5) Condition of physical facilities

6) Completion and compliance with training

7) Fleet asset management

SCHEDULE 1

TO FRANCHISE AGREEMENT

IDENTIFICATION OF FRANCHISEE ENTITY AND OWNERS

1. Form of Entity of Franchisee.

(a) Corporation. Franchisee was incorporated on _____, _____, under the laws of the State of _____. It has not conducted business under any name other than its corporate name. The following is a list of all of Franchisee's directors and officers as of _____, 20_____, as provided on the Corporate Information Questionnaire completed by Franchisee.

Name of Each Director/Officer	Position(s) Held

(b) Partnership. Franchisee is a [general] [limited] partnership formed on _____, _____ under the laws of the State of _____. It has not conducted business under any name other than its partnership name. The following is a list of all of Franchisee's partners as of _____, 20___.

Name of Partner	Type of Partner (General or Limited)

(c) Other. Please specify. _____

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

Owner's Name, Address and Federal Tax ID Number	Description of Interest
_____ Name	_____
_____ Address	_____
_____ Federal Tax ID Number	_____
_____ Name	_____
_____ Address	_____
_____ Federal Tax ID Number	_____
_____ Name	_____
_____ Address	_____
_____ Federal Tax ID Number	_____

Submitted by Franchisee
on _____, 20___.

Accepted by MRTI and made a part of the
Service Franchise Agreement as of
_____, 20____.

(Name of corporation, limited liability company or partnership)

MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation

By:_____

Print Name:_____

Title:_____

By:_____

Print Name:_____

Title:_____

Owners:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

EXHIBIT B-1

PERSONAL GUARANTY OF FRANCHISEE'S OBLIGATIONS

PERSONAL GUARANTY OF

FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to and material consideration for, Michelin Retread Technologies, Inc. ("MRTI") to enter into the Franchise Agreement dated as of _____, 20__ (the "Agreement") by and between MRTI and _____ ("Franchisee"), each of the undersigned (collectively, "Guarantor") has entered into this personal guaranty (this "Guaranty"). Guarantor hereby irrevocably, personally and unconditionally guarantees to MRTI, its affiliates, and their successors and assigns, for the term of the Agreement (and any renewals or extensions thereof) and thereafter as provided in the Agreement and until all sums due under the Agreement have been paid in full and all obligations thereunder are fulfilled: (a) that Franchisee shall punctually pay and perform each and every financial obligation, undertaking and agreement set forth in the Agreement and that each and every representation of Franchisee made in connection with the Agreement is true, correct and complete in all respects at and as of the time given; and (b) the performance and fulfillment of all of Franchisee's obligations under the terms of the Agreement as fully and to the same extent as though Guarantor and Franchisee had been named in the Agreement as franchisees therein with joint and several liability, including without limitation. Guarantor agrees personally to be financially bound by, and personally liable for the breach of any of Franchisee's obligations under the Agreement.

Guarantor waives: (a) acceptance and notice of acceptance by MRTI or its affiliates of the foregoing undertakings; (b) notice of demand for payment of any indebtedness; (c) protest and notice of default to any party with respect to the indebtedness; (d) any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which he may be entitled. Guarantor hereby expressly waives any defense in law or in equity which is not or would not be available to Franchisee, and shall not be entitled to make any defense which Franchisee could not make or invoke against any claim asserted by MRTI or its affiliates or in any suit or action instituted by MRTI or its affiliates to enforce this Guaranty or the Agreement. Further, Guarantor shall not be relieved from any liability of Franchisee. It being the intent hereof that the liability of Guarantor is primary and unconditional.

Guarantor consents and agrees that: (a) his or her direct and immediate liability under this Guaranty shall be joint and several; (b) he or she shall render any payment required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by MRTI or its affiliates of any remedies against Franchisee or any other person; (d) he or she has an interest in and profits from the business relationships and activities of Franchisee; (e) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which MRTI or its affiliates may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement; (f) Guarantor's liability hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from Franchisee as a preference, fraudulent transfer or otherwise, irrespective of (i) any notice of revocation given by Guarantor prior to such avoidance or recovery and (ii) payment in full of all sums due under the Agreement. Guarantor's obligations to make payments in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy resulting from the operation of any present or future provision of Title 11 of the United States Code or other statute, or from the decision of any court.

This Guaranty shall be binding upon each Guarantor and his or her heirs, personal representatives and assigns and shall inure to the benefit of MRTI, its affiliates, and their respective successors and assigns.

In the event suit or action is brought upon and in connection with the enforcement of this Guaranty, Guarantor shall pay reasonable attorneys' fees and all court costs incurred by MRTI or its affiliates. Guarantor does hereby further agree that in the event suit or action be brought upon this Guaranty, under the laws of the State of South Carolina, without regard to the application of South Carolina conflict of law principles. Franchisee and each of Franchisee's Owners agrees that the state or federal court of general jurisdiction in the judicial district in which MRTI has its principal place of business at the time of commencement of proceedings shall be the venue and exclusive forum in which to adjudicate any case or controversy arising from or relating to this Agreement, the Franchise Agreement, the Transaction Documents and any other personal covenants or guarantees by Franchisee's Owners. Franchisee and each of its Owners irrevocably submits to the jurisdiction of such courts and waives any objections to either the jurisdiction of or venue in such courts.

MRTI and Guarantor shall attempt in good faith to resolve any dispute arising out of or relating to this Guaranty, the Agreement, the Transaction Documents and any other personal covenants or guarantees by Franchisee, Guarantor and/or Franchisee's Owners promptly by negotiation between representatives who have authority to settle the controversy. Controversies or claims arising out of or relating to this Agreement, the Transaction Documents, and any other personal covenants or guarantees by Franchisee, Guarantor or Franchisee's Owners if not settled by negotiation, may settled by arbitration at MRTI's election, in accordance with the following provisions, which arbitration shall be final and binding upon the parties, their successors and assigns, and that the following provisions constitute a binding arbitration clause under applicable law. All arbitration proceedings shall be held in the state and county in which MRTI has its principal place of business at the time of commencement of the arbitration proceeding (currently, Greenville, South Carolina), and Guarantor consents to the exclusive personal jurisdiction and venue of such state and county for any and all arbitration proceedings. MRTI may initiate arbitration of a dispute by delivery of a demand to Guarantor. The arbitration shall be conducted pursuant to the Federal Arbitration Act, as amended from time to time. All hearings shall be conducted on an expedited schedule, and all proceedings shall be confidential. Notwithstanding the other provisions of this Section, MRTI may also seek equitable or any other relief in any court of competent jurisdiction. The non-prevailing party shall pay all costs of the arbitration or other legal proceedings, including the fees and expenses of the arbitrator and the reasonable attorneys' fees and expenses of the prevailing party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, each of the undersigned, as Guarantor, has hereunto affixed his signature, under seal, on the same day and year as the Agreement was executed.

OWNERS	**PERCENTAGE OF OWNERSHIP INTERESTS IN FRANCHISEE**
_____ (Signature)	_____
_____ (Print Name)	
_____ (Signature)	_____
_____ (Print Name)	
_____ (Signature)	_____
_____ (Print Name)	
_____ (Signature)	_____
_____ (Print Name)	

EXHIBIT B-2

PERSONAL COVENANTS

PERSONAL COVENANTS

In consideration of, and as an inducement to, the execution of the Franchise Agreement dated as of _____, 20____ (the "Agreement") by and between MICHELIN RETREAD TECHNOLOGIES, INC. ("MRTI") and _____ ("Franchisee") and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, each of the undersigned owners of an interest in Franchisee hereby agrees personally to be bound by, and personally liable for the breach of, Sections 10, 11 and 12.04 of the Agreement and subject to the provisions of Section 17 of the Agreement as if the undersigned were the "Franchisee" thereunder.

IN WITNESS THEREOF, each of the undersigned has hereunto affixed his signature, under seal, on the same day and year as the Agreement was executed.

GUARANTOR(S)	**PERCENTAGE OF OWNERSHIP INTERESTS IN FRANCHISEE**
_____ (Signature)	_____
_____ (Print Name)	
_____ (Signature)	_____
_____ (Print Name)	
_____ (Signature)	_____
_____ (Print Name)	
_____ (Signature)	_____
_____ (Print Name)	

EXHIBIT C

NON-EXCLUSIVE SOFTWARE LICENSE AND EQUIPMENT LICENSE

NON-EXCLUSIVE SOFTWARE LICENSE AND EQUIPMENT LICENSE

This NON-EXCLUSIVE SOFTWARE LICENSE AND EQUIPMENT LICENSE ("License"), effective as of _____, 20___, is made between **Michelin Retread Technologies, Inc.**, a Delaware corporation, having a place of business at 101 Harrison Bridge Road, Simpsonville, South Carolina 29681 ("MRTI"), and _____, a _____, having a place of business at _____ ("Franchisee").

1. Definitions. The terms listed below have the meanings which follow them and include the plural as well as the singular. Other terms are defined elsewhere in this License in the context in which they arise. Any terms capitalized but not defined in this License shall have the meaning assigned to such terms in the MCSN Franchise Agreement and related Transaction Documents.

"Confidential Information" – shall have the meaning set forth in the MCSN Franchise Agreement. For the avoidance of doubt, Confidential Information includes any and all trade secrets, know-how, technology, business plans, strategies, processes, user data, or any other non-public information relating to the software and equipment that is disclosed by MRTI to Franchisee in connection with this License, and specifically including the Licensed Software, Licensed Equipment and Documentation.

"Documentation" – means the written user's manuals, materials, instructions and other information provided to Franchisee by MRTI along with the Licensed Software and Licensed Equipment.

"Intellectual Property Rights" – means any and all patents, patent registrations, business processes, data rights, copyrights, trade names, trademarks, trade secrets, know-how, mask works, or any other intellectual property rights, whether registered or unregistered, arising or enforceable under U.S. law or the law of any other jurisdiction or international treaty regime.

"License and Maintenance Fees" – means the fee paid by Franchisee in exchange for use of the Licensed Software and Licensed Equipment and the maintenance thereof, including without limitation, any one-time fees, monthly fees and recurring maintenance fees, as set forth in the applicable exhibit hereto and made a part hereof.

"Licensed Equipment" – means all equipment licensed by MRTI hereunder and described in the applicable exhibit hereto and made a part hereof. Licensed Equipment shall be considered MCSN Equipment, as defined in the MCSN Franchise Agreement, and all references to MCSN Equipment shall include said Licensed Equipment.

"Licensed Software" – means all proprietary software, owned by MRTI, MNA, or its or their affiliates, which is described in the applicable exhibit hereto and made a part hereof. Licensed Software shall be considered MCSN Software, as defined in the MCSN Franchise Agreement, and all references to MCSN Software shall include said Licensed Software.

"Licensed Services" – shall be defined as the provision of all services using the Licensed Software and Licensed Equipment. Licensed Services shall be considered a component part of MCSN Services, as defined in the MCSN Franchise Agreement, and all references to MCSN Services shall include said Licensed Services.

"MCSN Franchise Agreement" – means the MICHELIN® Commercial Service Network™ Franchise Agreement between MRTI and Franchisee dated _____. "MNA" means Michelin North America, Inc., an affiliate of MRTI.

"MNA" – means Michelin North America, Inc., an affiliate of MRTI.

"Platform" – shall be defined as the platform infrastructure, hosting provider, hardware and underlying software necessary or desirable to MRTI, in its discretion, to the continued operation and efficiency of the Licensed Software, Licensed Equipment and Licensed Services.

"Users" – means Franchisee's designated users of the Licensed Software and Licensed Equipment. The Franchisee shall be entitled to register any employee of the Franchisee as a User.

2. License. Subject to the terms and conditions of this License (including without limitation, Franchisee's obligation to pay the License and Maintenance Fees and any additional terms set forth in the applicable exhibit), during the Term, MRTI grants Franchisee a non-exclusive, non-sublicenseable and non-transferable license within the United States to use the Licensed Software (as provided in the applicable exhibit), Licensed Equipment and the Documentation. Franchisee may make one copy of the Licensed Software for archival purposes only. MRTI reserves all rights not expressly granted in this License. Franchisee acknowledges and agrees that the Licensed Software and Licensed Equipment are licensed and not sold. Franchisee does not, by virtue of this License or by possession of a copy of the Licensed Software or Licensed Equipment, acquire any other right, title or interest in any Licensed Software or Licensed Equipment, or any copyrights or other intellectual property rights therein or in the Documentation. Franchisee shall be solely responsible, at its own expense, for acquiring, installing, maintaining and updating all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Users to connect to and access the Platform for use of the Licensed Software or Licensed Equipment.

3. License and Maintenance Fees.

(a) Payment. License and Maintenance Fees shall include a one-time fee as well as, monthly fees and maintenance fees. These fees shall be due and payable as provided in the applicable exhibit. All payments hereunder shall be remitted in US dollars to the address identified on the MRTI invoice. In the event MRTI does not receive any amounts from Franchisee on or before the date on which such amounts are due and payable, such outstanding amounts shall bear interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower, until payment is received. The obligation to pay and the payment of any such interest shall not operate to extend any payment due date and MRTI waives no rights by accepting (i) late payments with interest or (ii) partial payments.

(b) Taxes. All amounts payable by Franchisee herein are exclusive of (and Franchisee shall be solely responsible for) all sales taxes, use taxes, withholding taxes, value added taxes, property taxes, and any other similar taxes, duties, tariffs, or other assessments imposed by any federal, state, provincial, local, or foreign governmental entity on the transactions contemplated by this License (collectively, "Taxes", excluding taxes based upon MRTI's net income; provided however that MRTI shall provide Franchisee of written notice of all such Taxes it knows of and for which MRTI has the legal obligation to pay or collect and the amounts thereof. When MRTI has the legal obligation to pay or collect such items (including related interest charges and/or penalties), the appropriate amount shall be invoiced to and paid by Franchisee unless Franchisee provides MRTI with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. Prohibitions and Limitations.

(a) Franchisee shall make no attempt to, and shall not permit its Users or any other third party to make any attempt to: (i) alter, adapt, improve, modify or create derivative works of the Licensed Software, Licensed Equipment or the Documentation; (ii) reverse engineer, decompile or translate the Licensed Software, Licensed Equipment or otherwise attempt to reveal the source code of the Licensed Software or know-how or trade secrets underlying the Licensed Software or Licensed Equipment; (iii) resell, license, assign, or otherwise transfer the Licensed Software or Licensed Equipment to any third party; or remove any copyright, trademark or other proprietary rights notice from the Licensed Software, Licensed Equipment or Documentation. MRTI shall allow Franchisee to use the Marks, as defined in the MCSN Franchise Agreement, in connection with the use of the Licensed Software and Licensed Equipment. Franchisee agrees to use the Marks required by MRTI in connection with the advertising, promotion, and provision of services using the Licensed Software and/or Licensed Equipment.

(b) Franchisee agrees that it is using the Licensed Software, Licensed Equipment and Documentation solely for its own business purposes, and that the license does not include any right to use or authorize the use of the Licensed Software, Licensed Equipment or Documentation for any purpose other than as permitted herein. Franchisee acknowledges and agrees that this limited license specifically prohibits Franchisee from directly or indirectly reselling or otherwise sublicensing the Licensed Software or Licensed Equipment in whole or in part or making any use of such Intellectual Property Rights associated with the Licensed Software beyond the scope of the limited license granted herein.

(c) MRTI (and its affiliates, including without limitation, MNA) reserves the right to change the Platform. MRTI (and its affiliates, including without limitation, MNA) also reserves the right to temporarily restrict or discontinue access to the Platform. MRTI and MNA hereby grant to Franchisee a personal, non-transferable, non-exclusive right to use, access and benefit from the Platform, through its Users. Such right is granted only for Franchisee's internal business purposes, under the conditions set forth within and in the Franchise Agreement. Franchisee agrees to strictly comply with all user instructions for access to the Platform.

(d) To the extent applicable, all data resulting from use of the Licensed Software and Licensed Equipment may, at MRTI's option, be stored in a separate authorized portion of the database from the transaction data of other MCSN locations and users. Franchisee agrees to provide MRTI (and its affiliates) with, and/or give MRTI (and its affiliates) access to, any and all data resulting from use of the Licensed Software and Licensed Equipment. Franchisee understands and agrees that such data will be used by MRTI (or any of its affiliates) for the following purposes: (i) for MRTI's (or any of its affiliates') internal use; (ii) for provision to MRTI's(or any of its affiliates') fleet account customers, including, but not limited to, reporting and information exchange to fleet account customers and among fleet account customers' serving dealers regarding fleet account customer's assets; (iii) shared among fleet account customers' servicing dealers and those third parties necessary in the work flow cycle; (iv) for use in an aggregated, de-identified, anonymous or partial manner, including to compile statistical and performance information related to the provision and operation of MRTI's (or one of its affiliates') services and products, and to enhance data sets utilized; and (v) other purposes as determined by MRTI (or of its affiliates) from time to time ("Aggregated Statistics"). Except as permitted herein, MRTI agrees that it will not directly share Franchisee's individual data, entered into Franchisee's computer systems or that make use of the Licensed Software and Licensed Equipment, with any other franchisees, without Franchisee's approval. As between MRTI and Franchisee, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by MRTI. Franchisee understands that

once MRTI has provided data to its fleet account customers, MRTI has no control over that data, MRTI shall not be obligated with respect to and makes no representation or warranty of any kind with regard to the use, dissemination or treatment of such Franchisee data by fleet account customers, and neither MRTI (or any of its affiliates) shall have any liability of any kind or nature with regard to any claim, matter or controversy whatsoever arising from such use, dissemination or treatment. Franchisee further acknowledges that MRTI (or any of its affiliates) will be compiling Aggregated Statistics based on data input into the Licensed Software and Licensed Equipment and Franchisee agrees that MRTI (or any of its affiliates) may (x) make such Aggregated Statistics publicly available, and (y) use such information to the extent and in a manner permitted by applicable law or regulation including without limitation, for purposes of data gathering, analysis, service enhancement and marketing.

5. **Attribution**. Franchisee agrees to faithfully reproduce and not to remove, alter, cover, obscure, or obfuscate any copyright notice, trademark notice or symbol, service mark notice or symbol, or other proprietary rights notice or legends in or on the Licensed Software, Licensed Equipment or any portion thereof, or any disclaimers, or license terms and conditions included with any Licensed Software or Licensed Equipment. Franchisee shall further ensure that attribution to MRTI, via proper use of such word and design marks as specified and approved by MRTI, appears on any Franchisee materials or Documentation pertaining to the Licensed Software and/or Licensed Equipment. MRTI shall have the sole right to determine proper form and usage of such attribution and of MRTI's marks. Franchisee has no right to the use of any other trademark, trade name, service mark, or logo of MRTI.

6. **Marketing and Advertising**. MRTI shall provide marketing and advertising support to Franchisee in its provision of Licensed Services as provided in the MCSN Franchise Agreement. MRTI may use Franchisee's name in promotional efforts related to the provision of Licensed Services. Franchisee agrees to exert reasonable efforts to aggressively market and sell Licensed Services to its commercial customers along with the other MCSN Services.

7. **Licensed Equipment.** The Licensed Equipment shall remain at all times the property of MRTI or its affiliate. Franchisee is responsible for the return of the Licensed Equipment in the same condition as it was first provided to Franchisee, excluding normal wear and tear, upon the request of MRTI or at the end of the Term, whichever is earlier. Franchisee shall not allow any person or entity to use, possess, or control the Licensed Equipment, except its authorized Users. Franchisee is solely responsible for the replacement cost of any and all Licensed Equipment that is damaged through the negligence of Franchisee or lost or stolen.

8. **Performance Standards**. In addition to the Mandatory Performance Standards set forth in the Franchise Agreement, Franchisee shall comply with the performance standards established by MRTI, as more particularly described in Documentation and accompanying documentation provided with the Licensed Software and Licensed Equipment ("Licensed Services Performance Standards"). Licensed Services Performance Standards shall be considered Mandatory Performance Standards, as defined in the Franchise Agreement, and all references to Mandatory Performance Standards shall include said Licensed Services Performance Standards.

9. **Term and Termination**. This License shall commence on the date hereof and shall continue in force until expiration or termination of the MCSN Franchise Agreement (the "Term"). This License may be earlier terminated by MRTI upon thirty (30) days written notice for violation by Franchisee of any provision of this License, or violation by Franchisee of any provision of the MCSN Franchise Agreement. Upon termination of this License, Franchisee shall immediately cease using the Licensed Software and Licensed Equipment, and

immediately return it, with all MRTI accompanying materials (including copies of said materials) to MRTI. Franchisee agrees that MRTI may enter its premises, without necessity of legal process, both in-person and by remote electronic access, to delete or remove the Licensed Software, retrieve the Licensed Equipment, the Documentation and accompanying materials. Franchisee will offer its full cooperation to MRTI in effecting removal of the same. Sections 4, 5, 7, 9 through 15 and those Sections which by their nature should survive, shall survive and continue after any termination or cancellation of this License and shall bind the parties, their successors, their permitted assigns and their legal representative.

10. Confidentiality. The MCSN Franchise Agreement sets forth Franchisee's obligations with respect to MRTI's Confidential Information, and such provisions shall be deemed incorporated by reference herein.

11. Disclaimer of Warranties. **MRTI DOES NOT WARRANT THAT THE USE OF THE LICENSED SOFTWARE OR LICENSED EQUIPMENT WILL BE ERROR-FREE, SECURE, VIRUS-FREE OR UNINTERRUPTED. EXCEPT AS STATED IN THIS SECTION, MRTI DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE LICENSED SOFTWARE OR LICENSED EQUIPMENT OR THIS LICENSE, ANY QUOTED OR REQUIRED HARDWARE OR THIS LICENSE. MRTI MAKES NO REPRESENTATION OR WARRANTY REGARDING THE LICENSED SOFTWARE OR LICENSED EQUIPMENT OR ITS SUITABILITY FOR FRANCHISEE'S, ITS SUPPLIERS' OR USERS', PARTICULAR APPLICATION OR USES.**

MRTI makes no warranties, either express or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise to Franchisee with respect to any quoted and/or required hardware, software or equipment. Franchisee's sole remedy is the applicable manufacturers' warranty and/or maintenance provisions.

12. Limitation of Liability. MRTI shall not be liable for any loss of data or any actual, multiple, direct, indirect, incidental, consequential, punitive or special damages (whether in contract or tort) in connection with or arising out the performance or use of the Licensed Software, the Licensed Equipment or otherwise under this License. The aggregate liability of MRTI under this License shall not exceed the amount of the License and Maintenance Fees paid by Franchisee under this License prior to the date giving rise to the liability herein. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES AND THAT IN ITS ABSENCE THE TERMS OF THIS LICENSE WOULD BE SUBSTANTIALLY DIFFERENT.

13. Franchisee Indemnification. Franchisee agrees to defend, indemnify, and hold harmless MRTI and its affiliates and each of their respective shareholders, directors, officers, successors, and assigns from any and all loss, cost, liability, and expense (including reasonable attorneys' and experts' fees) arising from or relating to any third party claim, action, or demand related to (i) Franchisee's breach of any agreements, covenants, or warranties under this License or (ii) Franchisee's negligence or willful misconduct in the performance or nonperformance of any obligations under this License.

14. Governing Law; Venue. This license and all issues between the parties shall be governed by and construed under the laws of the state of South Carolina, without regard to choice of law principles. Franchisee agrees that the state or federal court of general jurisdiction in the judicial district in which MRTI has its principal place of business at the time of commencement of proceedings shall be the venue and exclusive forum in which to adjudicate any case or controversy arising from or relating to this License. Franchisee waives the defense of *forum non conveniens*.

15. Miscellaneous.

15.1 Independent Parties. It is agreed that the relationship between the parties is that of independent contractors, and nothing in this License shall be construed as creating a partnership, joint venture, employment, franchise, agency, or ownership relationship between MRTI and Franchisee, or as authorizing either such party to act for, bind or obligate the other.

15.2 Failure to Enforce. MRTI's or Franchisee's failure or delay to exercise or enforce any right or provision identified herein shall not constitute a waiver of such right or provision, nor shall any single or partial exercise of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

15.3 Force Majeure. Neither party shall be liable for any delay or failure in performing any of its obligations under this License, if such delay or failure is caused by circumstances outside the reasonable control of the party concerned, including without limitation any delay caused by any act or default of the other party.

15.4 Assignment. Franchisee may not assign or transfer this License without prior written approval of MRTI.

15.5 Notices. Except as expressly set forth herein to the contrary, any consents, requests, demands, communications, and other notices permitted or required to be given hereunder shall be in writing and be deemed validly given as provided in Section 17.12 of the Franchise Agreement.

15.6 Severability. Should any provision of this License be invalid, ineffective, illegal, void, voidable or unenforceable in any respect under present or future laws, then such provision shall be treated as severed from this License and the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

15.7 No Third Party Beneficiaries. This License shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns. Except as expressly provided herein, there are no third party beneficiaries to this License.

15.8 Captions, Titles and Headings. The captions, titles and headings of the sections, clauses and paragraphs contained herein have been inserted for the convenience of the parties and shall not be construed as a part of or modifying any provisions of this License.

15.9 Entire Agreement. This License, including the exhibits attached hereto and incorporated herein, constitutes the sole, entire and final agreement between Franchisee and MRTI relating to its subject matter and supersedes and terminates all prior or contemporaneous oral or written understandings, except as set forth in the Franchise Disclosure Document received by Franchisee, and may only be modified by a written

amendment signed by both parties. Either party's failure to object to provisions contained in any of these documents or other communication shall not be construed as a waiver of this Section 15.9.

15.10 Compliance with Laws. In addition to the other covenants set forth in the MCSN Franchise Agreement, Franchisee agrees to market and deliver Licensed Services in a professional manner in compliance with all applicable laws, guidelines and all specifications communicated by customers (as applicable), and all standards and operating procedures prescribed by MRTI, including without limitation, the Documentation and the Mandatory Performance Standards.

15.11 Modification and Incorporation. Except as expressly modified and/or supplemented within this License, the MCSN Franchise Agreement shall remain in full force and effect in accordance with its terms, and all terms and conditions of the MCSN Franchise Agreement, this License, the Documentation, and the Transaction Documents shall apply to the provision of Licensed Services by Franchisee and the relationship of the parties. The Term of the MCSN Franchise Agreement is not altered by this License. For clarity and avoidance of doubt, to the extent not addressed herein, the terms of use and obligations of the parties related to the Licensed Software, Licensed Equipment and the provision of Licensed Services shall be governed by the MCSN Franchise Agreement, the Transaction Documents, and the Documentation.

15.12 Alternative Dispute Resolution. MRTI and Franchisee shall attempt in good faith to resolve any dispute arising out of or relating to this License promptly by negotiation between representatives who have authority to settle the controversy. Controversies or claims arising out of or relating to this License, if not settled by negotiation, may settled by arbitration at MRTI's election, in accordance with the following provisions, which arbitration shall be final and binding upon the parties, their successors and assigns, and that the following provisions constitute a binding arbitration clause under applicable law. All arbitration proceedings shall be held in the state and county in which MRTI has its principal place of business at the time of the arbitration proceeding (currently, Greenville, South Carolina), and Franchisee consents to the exclusive personal jurisdiction and venue of such state and county for any and all arbitration proceedings. MRTI may initiate arbitration of a dispute by delivery of a demand to Franchisee. The arbitration shall be conducted pursuant to the Federal Arbitration Act, as amended from time to time. All hearings shall be conducted on an expedited schedule, and all proceedings shall be confidential. Notwithstanding the other provisions of this Section, MRTI may also seek equitable or any other relief in any court of competent jurisdiction. The non-prevailing party shall pay all costs of the arbitration or other legal proceedings, including the fees and expenses of the arbitrator and the reasonable attorneys' fees and expenses of the prevailing party.

IN WITNESS WHEREOF, the parties affix their signatures:

_____, a _____	**MICHELIN RETREAD TECHNOLOGIES, INC.**, a Delaware corporation
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____

EXHIBIT A

[FUTURE LICENSED and/or LICENSED EQUIPMENT OFFERING]

1. License and Maintenance Fees
2. Description of Software
3. Description of Equipment
4. Applicable Licensed Sites
5. Additional Terms and Conditions (as applicable)

EXHIBIT D

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

NOTE: SOME STATES REQUIRE THAT THE FRANCHISE BE REGISTERED WITH A STATE AGENCY. WE DO NOT OFFER OR SELL FRANCHISES IN ANY OF THOSE STATES UNLESS WE ARE REGISTERED, AND THE LISTING OF A STATE BELOW DOES NOT MEAN THAT WE ARE SO REGISTERED.

CALIFORNIA

Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013
(213) 576-7500 or (866) 275-2677

Agent to Receive Process:
Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013

FLORIDA

Department of Agriculture and Consumer Services, Division of Consumer Services
Mayo Building
407 South Calhoun Street
Tallahassee, FL 32399
(850) 410-3754

HAWAII

Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Agent to Receive Process:
Hawaii Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

ILLINOIS

Office of the Attorney General
Franchise Bureau
500 South Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Indiana Securities Division
Franchise Section
302 W. Washington Street, Room E-111
Indianapolis, IN 46204
(317) 232-6681

Agent to Receive Process:
Indiana Secretary of State
302 W. Washington Street, Room E-111
Indianapolis, IN 46204

MARYLAND

Office of the Attorney General
Maryland Division of Securities
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Agent to Receive Process:
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN

Michigan Department of the Attorney General
Corporate Oversight Division
Antitrust and Franchise Unit
670 Law Building
525 W. Ottawa Street, 5th Floor
Lansing, MI 48913
(517) 335-7567

Agent to Receive Process:
Michigan Department of Commerce
Corporations and Securities Bureau
6546 Mercantile Way
Lansing, Michigan 48910

MINNESOTA

Minnesota Department of Commerce
Securities-Franchise Registration
85 7th Place East, Suite 280
St. Paul, MN 55101
(651) 539-1500

Agent to Receive Process:
Minnesota Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101

NEBRASKA

Department of Banking and Finance
Bureau of Securities
1526 K Street, Suite 300
Lincoln, NE 68508
(402) 471-3445

NEW YORK

New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

Agent to Receive Process:
Secretary of State of New York
99 Washington Avenue
Albany, NY 12231
(518) 473-2492

NORTH DAKOTA

North Dakota Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, ND 58505-0510
(701) 328-2910

Agent to Receive Process:
Insurance Commissioner
North Dakota Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, ND 58505-0510

OREGON

Department of Consumer and Business Services
Division of Finance
Labor and Industries Building
Salem, OR 97310
(503) 378-4387

Agent to Receive Process:
Director
Department of Insurance and Finance
700 Summer Street, N.E.
Suite 120
Salem, Oregon 97310

RHODE ISLAND

Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex - Building 69-1
Cranston, RI 02920
(401) 462-9527

Agent to Receive Process:
Director of Department of Business Regulation
Division of Business Regulation
John O. Pastore Center
Building 69, First Floor
Cranston, Rhode Island 02920

SOUTH DAKOTA

South Dakota Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S. Euclid Avenue, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Agent to Receive Process:
Director of the Division of Insurance
Department of Labor and Regulation
Division of Insurance - Securities Regulation
124 S. Euclid Avenue, Suite 104
Pierre, South Dakota 57501

TEXAS

Secretary of State
Statutory Document Section
P.O. Box 13563
Austin, TX 78711
(512) 475-1769

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

Agent to Receive Process:
Clerk of the State Corporation Commission
Corporate Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON

Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

Agent to Receive Process:
Director, Department of Financial Institutions
Securities Division
150 Israel Road S.W.
Tumwater, Washington 98501

WISCONSIN

Wisconsin Securities Commission
Securities and Franchise Registration
201 West Washington Avenue, Suite 300
Madison, WI 53703
(608) 266-0448

Agent to Receive Process:
Administrator, Division of Securities, Department of Financial Institutions
201 West Washington Avenue, Suite 300
Madison, WI 53703

EXHIBIT E

LISTS OF FRANCHISEES

AND

AFFILIATE-OWNED SERVICE CENTERS

MCSN SERVICE CENTERS CURRENTLY IN OPERATION
(As of December 31, 2025)

Service Center	Address	City	State	Zip Code	Telephone Number
PURCELL TIRE & RUBBER COMPANY	342 W Chipperfield Dr	Anchorage	AK	99501	9072767515
PURCELL TIRE & RUBBER COMPANY	3815 S Cushman St	Fairbanks	AK	99701	9074793399
PURCELL TIRE & RUBBER COMPANY	7340 W Marigold Dr	Wasilla	AK	99654	9073764755
SNIDER TIRE, INC.	2109 16th St N	Birmingham	AL	35204	2052523150
SNIDER TIRE, INC.	3121 Interstate Cir	Cottondale	AL	35453	2057588361
SNIDER TIRE, INC.	1155 Telegraph Rd	Mobile	AL	36611	2514572182
SNIDER TIRE, INC.	2009 Northern Blvd	Montgomery	AL	36110	3342621661
OZARKO TIRE CENTERS, INC.	159 Heber Springs Rd	Batesville	AR	72501	8707939500
PURCELL TIRE & RUBBER COMPANY	4932 Malvern Rd	Hot Springs	AR	71901	5012629018
PURCELL TIRE & RUBBER COMPANY	3218 S Caraway Rd	Jonesboro	AR	72404	8709728473
PURCELL TIRE & RUBBER COMPANY	11501 Mabelvale West Rd	Mabelvale	AR	72103	5014550091
OZARKO TIRE CENTERS, INC.	8418 Highway 70	North Little Rock	AR	72117	5019552100
OZARKO TIRE CENTERS, INC.	488 Okie Doke Rd	Russellville	AR	72802	4799683090
OZARKO TIRE CENTERS, INC.	1897 W Henri De Tonti Blvd	Springdale	AR	72762	4799279595

Service Center	Address	City	State	Zip Code	Telephone Number
OZARKO TIRE CENTERS, INC.	6745 Alma Hwy	Van Buren	AR	72956	4796329595
PURCELL TIRE & RUBBER COMPANY	15112 W Jimmie Kerr Blvd	Casa Grande	AZ	85122	5208367459
PURCELL TIRE & RUBBER COMPANY	3790 Sunshine Dr	Kingman	AZ	86401	4806694955
PURCELL TIRE & RUBBER COMPANY	2310 W Mcdowell Rd	Phoenix	AZ	85009	6022523500
PURCELL TIRE & RUBBER COMPANY	5925 W Monroe St	Phoenix	AZ	85043	6022782338
PURCELL TIRE & RUBBER COMPANY	1700 N 23rd Ave	Phoenix	AZ	85009	6022536573
RJ BORDER INTERNATIONAL	3550 S 16th St	Phoenix	AZ	85040	6022522625
PURCELL TIRE & RUBBER COMPANY	1515 W Ajo Way	Tucson	AZ	85713	5206235766
PURCELL TIRE & RUBBER COMPANY	800 E Maley St	Willcox	AZ	85643	5207790825
PURCELL TIRE & RUBBER COMPANY	6705 E Gila Ridge Road	Yuma	AZ	85365	9283170769
RJ BORDER INTERNATIONAL	19384 Quinn Rd	Bakersfield	CA	93308	6613915900
RJ BORDER INTERNATIONAL	1240 Magnolia Ave	Corona	CA	92879	9513711704
RJ BORDER INTERNATIONAL	10064 Dawson Canyon Rd Ste A	Corona	CA	92883	9513711704
RJ BORDER INTERNATIONAL	14047 Slover Ave	Fontana	CA	92337	9094296876
RJ BORDER INTERNATIONAL	12208 Industry Rd	Lakeside	CA	92040	6195968473

Service Center	Address	City	State	Zip Code	Telephone Number
RJ BORDER INTERNATIONAL	7801 E Rosecrans Ave	Paramount	CA	90723	6579994210
PURCELL TIRE & RUBBER COMPANY	3428 Astrozon Blvd	Colorado Springs	CO	80910	7196324300
PURCELL TIRE & RUBBER COMPANY	5355 Harrison St	Denver	CO	80216	
PURCELL TIRE & RUBBER COMPANY	4498 Ward Ave	Loveland	CO	80538	9706697149
SERVICE TIRE TRUCK CENTER, INC.	231 Ledyard St	Hartford	CT	06114	8602968749
SERVICE TIRE TRUCK CENTER, INC.	51 E Aurora St.	Waterbury	CT	06708	8602142733
SERVICE TIRE TRUCK CENTER, INC.	871 E Masten Cir	Milford	DE	19963	3024221585
SERVICE TIRE TRUCK CENTER, INC.	15 Parkway Cir	New Castle	DE	19720	3023288473
SERVICE TIRE TRUCK CENTER, INC.	24873 Sussex Hwy	Seaford	DE	19973	3026295533
SNIDER TIRE, INC.	740 S Industry Rd	Cocoa	FL	32926	3215769580
SNIDER TIRE, INC.	1414 W McNab Rd	Fort Lauderdale	FL	33309	9545858525
SNIDER TIRE, INC.	5550 Division Dr	Fort Myers	FL	33905	2393347100
SNIDER TIRE, INC.	2550 W Beaver St	Jacksonville	FL	32254	9043890255
SNIDER TIRE, INC.	2015 State Road 37 S	Mulberry	FL	33860	8634253053
SNIDER TIRE, INC.	443 SW 54th Ct, Unit 1	Ocala	FL	34474	3522298338
SNIDER TIRE, INC.	9831 S Orange Ave	Orlando	FL	32824	4078559111

Service Center	Address	City	State	Zip Code	Telephone Number
SNIDER TIRE, INC.	8247 15th St E	Sarasota	FL	34243	9417534705
SNIDER TIRE, INC.	811 N 50th St	Tampa	FL	33619	8132480062
SNIDER TIRE, INC,	230 Truck And Trailer Way	West Palm Beach	FL	33413	5617923900
SNIDER TIRE, INC.	2423 Mike Padgett Hwy	Augusta	GA	30906	7067719657
SNIDER TIRE, INC.	4389 Old Dunn Ct	Ellenwood	GA	30294	4043610130
SNIDER TIRE, INC.	6025 Lees Mill Rd	Forest Park	GA	30297	6789020293
SNIDER TIRE, INC.	515 Bourne Ave	Garden City	GA	31408	9129641968
SNIDER TIRE, INC.	2935 Broadway Ave	Macon	GA	31206	4784762150
SNIDER TIRE, INC.	3670 Windsor Park Dr	Suwanee	GA	30024	7063350550
BAUER BUILT, INC.	1227 W Us Highway 30	Carroll	IA	51401	7127924378
BAUER BUILT, INC.	628 58th Avenue Ct SW	Cedar Rapids	IA	52404	3193661608
BAUER BUILT, INC.	3116 W 73rd St	Davenport	IA	52806	5633868470
BAUER BUILT, INC.	5196 N.E. 16th St	Des Moines	IA	50313	5152667128
BAUER BUILT, INC.	2220 Kerper Blvd	Dubuque	IA	52001	5635823102
BAUER BUILT, INC.	11228 265th St	Mason City	IA	50401	6414235164
BAUER BUILT, INC.	5301 Al Haynes Dr	Sioux City	IA	51111	7127177222

Service Center	Address	City	State	Zip Code	Telephone Number
BAUER BUILT, INC.	2086 Howard Ave	Waterloo	IA	50702	3192326448
BAUER BUILT, INC.	1207 S Broadway St	West Burlington	IA	52655	3197532895
PURCELL TIRE & RUBBER COMPANY	8718 S Eisenman Rd	Boise	ID	83716	2083687801
PURCELL TIRE & RUBBER COMPANY	4490 Andco Dr	Idaho Falls	ID	83402	2085527888
PURCELL TIRE & RUBBER COMPANY	172 Hankins Rd S	Kimberly	ID	83341	2087351160
BAUER BUILT, INC.	750 Arthur Ave	Elk Grove Village	IL	60007	8472589590
BAUER BUILT, INC.	850 N Independence Blvd	Romeoville	IL	60446	6303781016
BAUER BUILT, INC.	555 E 162nd St	South Holland	IL	60473	2198656648
SNIDER TIRE, INC.	1400 W Wiley Ave	Bluffton	IN	46714	2608244520
BAUER BUILT, INC.	5601 Highway 31 E Bldg F	Clarksville	IN	47129	8122858778
THE ZIEGLER TIRE AND SUPPLY COMPANY	1050 Canal St	Evansville	IN	47711	8125681878
SHRADER TIRE & OIL, INC.	4802 State Road 930	Fort Wayne	IN	46803	2604208435
BAUER BUILT, INC.	5719 Kopetsky Dr Suite A	Indianapolis	IN	46217	3177869223
VALLEY TIRE CO., INC.	4401 Stout Field S Dr	Indianapolis	IN	46241	3174814265
SHRADER TIRE & OIL, INC.	3160 Youngs Ct	South Bend	IN	46614	5749680067

Service Center	Address	City	State	Zip Code	Telephone Number
T & W TIRE, L.L.C.	8100 N Broadway	Park City	KS	67147	3166838364
T & W TIRE, L.L.C.	708 Avenue A	Syracuse	KS	67878	6203846361
THE ZIEGLER TIRE AND SUPPLY COMPANY	119 Ambassador Dr	Bowling Green	KY	42101	3308343332
THE ZIEGLER TIRE AND SUPPLY COMPANY	212 W Depot St	Greenville	KY	42345	8125681878
THE ZIEGLER TIRE AND SUPPLY COMPANY	10149 Toebben Dr	Independence	KY	41051	8592832043
THE ZIEGLER TIRE AND SUPPLY COMPANY	960 Nandino Blvd	Lexington	KY	40511	8592520400
THE ZIEGLER TIRE AND SUPPLY COMPANY	1440 Bosley Rd	Owensboro	KY	42301	2707132217
PURCELL TIRE COMPANY OF KENTUCKY, INC.	3460 Wayne Sullivan Dr	Paducah	KY	42002	2704423556
PURCELL TIRE & RUBBER COMPANY	309 Us Highway 62 W	Princeton	KY	42445	2703657291
SNIDER TIRE, INC.	15817 Old Hammond Hwy	Baton Rouge	LA	70816	2259269230
SNIDER TIRE, INC.	661 Time Saver Ave	Harahan	LA	70123	5047338813
T & W TIRE, L.L.C.	7215 Greenwood Rd	Shreveport	LA	71119	3185251070

Service Center	Address	City	State	Zip Code	Telephone Number
SERVICE TIRE TRUCK CENTER, INC.	511 Washington St	Auburn	MA	01501	5088323244
SERVICE TIRE TRUCK CENTER, INC.	10 1st #20a	Bridgewater	MA	02324	5086972222
SERVICE TIRE TRUCK CENTER, INC.	8 Latti Farm Rd	Millbury	MA	01527	5087938776
SERVICE TIRE TRUCK CENTER, INC.	147 Summit St#2	Peabody	MA	01960	9785389925
SERVICE TIRE TRUCK CENTER, INC.	4771 Hollins Ferry Rd	Arbutus	MD	21227	4102474464
SERVICE TIRE TRUCK CENTER, INC.	1402 Ritchie Marlboro Rd Ste F-11	Capitol Heights	MD	20743	3014998473
SERVICE TIRE TRUCK CENTER, INC.	4510 Metropolitan Ct	Frederick	MD	21704	3016960669
SERVICE TIRE TRUCK CENTER, INC.	11529 French Ln	Hagerstown	MD	21740	3012237882
SERVICE TIRE TRUCK CENTER, INC.	9214 Pulaski Hwy	Middle River	MD	21220	4106874424
SERVICE TIRE TRUCK CENTER, INC.	11790 Pika Dr	Waldorf	MD	20602	3016452898
SHRADER TIRE & OIL, INC.	8687 E Us Highway 223	Blissfield	MI	49228	4193920803
SHRADER TIRE & OIL, INC.	4145 5 Davidson Rd	Burton	MI	48509	4193920738
BAUER BUILT, INC.	7296 South US 131	Cadillac	MI	49601	2317757382
BAUER BUILT, INC.	1260 W Main St	Gaylord	MI	49735	9897326258
BAUER BUILT, INC.	1640 Olson St Ne	Grand Rapids	MI	49503	6164587667

Service Center	Address	City	State	Zip Code	Telephone Number
BAUER BUILT, INC.	1608 Cooper St	Jackson	MI	49204	8009808473
BAUER BILT, INC.	122 Cedar St.	Kalkaska	MI	49646	2312582300
BAUER BUILT, INC.	1313 S Waverly Rd	Lansing	MI	48917	5172530199
BAUER BUILT, INC.	24069 W Mcgillen Ave	Mattawan	MI	49071	2696684576
SHRADER TIRE & OIL, INC.	25445 Outer Dr	Melvindale	MI	48122	3133860451
BAUER BUILT, INC.	704 E Pickard St	Mount Pleasant	MI	48858	9897737978
BAUER BUILT, INC.	1281 E Laketon Ave	Muskegon	MI	49442	2317289148
BAUER BUILT, INC.	3685 E Washington Rd	Saginaw	MI	48601	9895252541
BAUER BUILT, INC.	3100 Freeway Ln	Saginaw	MI	48601	9897551549
SHRADER TIRE & OIL, INC.	14140 Frazho Rd	Warren	MI	48089	5867779030
SHRADER TIRE & OIL, INC.	3957 Bestech Dr	Ypsilanti	MI	48197	7344349300
BAUER BUILT, INC.	3254 Production Ct	Zeeland	MI	49464	6167720300
BAUER BUILT, INC.	8270 West 35w Service Rd Ne	Blaine	MN	55449	7637804644
BAUER BUILT, INC.	1550 Industrial Dr	Blue Earth	MN	56013	5075262123
BAUER BUILT, INC.	1066 Gemini Rd	Eagan	MN	55121	6123513311
BAUER BUILT, INC.	510 Highway 56 W	Le Roy	MN	55951	5073245638

Service Center	Address	City	State	Zip Code	Telephone Number
BAUER BUILT, INC.	55181 210th Ln	Mankato	MN	56001	5073876855
BAUER BUILT, INC.	4525 Morris Ln Ne	Rochester	MN	55906	5072824277
BAUER BUILT, INC.	625 Fairview Ave N	Saint Paul	MN	55104	6516461239
T & W Tire, L.L.C.	13899 Corporate Woods Trail	Bridgeton	MO	63044	3148871187
OZARKO TIRE CENTERS, INC.	3002 Outer Rd	Charleston	MO	63834	5733320300
PURCELL TIRE & RUBBER COMPANY	300 N Main St	De Soto	MO	63020	6365863301
PURCELL TIRE & RUBBER COMPANY	600 S Highway Dr	Fenton	MO	63026	6363494500
PURCELL TIRE & RUBBER COMPANY	5308 Us Highway 61	Jackson	MO	63755	5732435751
PURCELL TIRE & RUBBER COMPANY	4736 E 7th St	Joplin	MO	64801	4176235789
BAUER BUILT, INC.	4841 E 32nd St	Joplin	MO	64804	4176800129
OZARKO TIRE CENTERS, INC.	4530 Highway 43	Joplin	MO	64804	4176232779
PURCELL TIRE & RUBBER COMPANY	2607 NE Industrial Dr	Kansas City	MO	64117	8164211875
BAUER BUILT, INC.	5150B E Front St	Kansas City	MO	64120	8168973529
T & W TIRE, L.L.C.	3527 Gardner Ave	Kansas City	MO	64120	8164834141
PURCELL TIRE & RUBBER COMPANY	990 Virginia Ave	Osage Beach	MO	65065	5733484010
PURCELL TIRE & RUBBER COMPANY	301 N Hall St	Potosi	MO	63664	5734382131

Service Center	Address	City	State	Zip Code	Telephone Number
T & W TIRE, L.L.C.	1210 Sedalia Rd	Sedalia	MO	65301	6608264975
PURCELL TIRE & RUBBER COMPANY	1740 E Commercial St	Springfield	MO	65803	4178621924
T & W TIRE, L.L.C.	2725 N Eastgate Ave	Springfield	MO	65803	4178328473
OZARKO TIRE CENTERS, INC.	2301 N Belcrest Ave	Springfield	MO	65803	4178668013
PURCELL TIRE & RUBBER COMPANY	1451 Huxel Dr	Washington	MO	63090	6362392724
OZARKO TIRE CENTERS, INC.	3325 Us Highway 63	West Plains	MO	65775	4172565600
SNIDER TIRE, INC.	535 Highway 49 S	Richland	MS	39218	6019325664
PURCELL TIRE & RUBBER COMPANY	2604 Belknap Ave	Billings	MT	59101	4062522911
COLONY TIRE CORPORATION	407 Highway 561 W	Ahoskie	NC	27910	2523324196
COLONY TIRE CORPORATION	2030 Derita Creek Rd	Charlotte	NC	28206	7049103699
SNIDER TIRE, INC.	900 Atando Ave	Charlotte	NC	28206	7043732910
SNIDER TIRE, INC.	64 Robin Hood Rd	Dunn	NC	28334	9108972603
SNIDER TIRE, INC.	2129 Brunson Rd	Durham	NC	27703	9199419700
COLONY TIRE CORPORATION	521 Coke Ave	Edenton	NC	27932	2524827616
COLONY TIRE CORPORATION	108 Impact Blvd	Elizabeth City	NC	27909	2523384174
COLONY TIRE CORPORATION	2460 Gillespie St	Fayetteville	NC	28306	9104838660

Service Center	Address	City	State	Zip Code	Telephone Number
SNIDER TIRE, INC.	2533 N Chester St	Gastonia	NC	28052	7048740426
SNIDER TIRE, INC.	300 E Meadowview Rd	Greensboro	NC	27406	3362757188
SNIDER TIRE, INC.	200 E Meadowview Rd	Greensboro	NC	27406	3366915480
COLONY TIRE CORPORATION	110 Daughtridge Dr	Greenville	NC	27834	2527524417
SNIDER TIRE, INC.	1226 21st Street Dr Se	Hickory	NC	28602	8283249955
COLONY TIRE CORPORATION	2548C Hwy 64 E	Lexington	NC	27292	3362370283
SNIDER TIRE, INC.	2521 Nelda Dr	Monroe	NC	28110	7046352050
COLONY TIRE CORPORATION	3801 Martin Luther King Blvd	New Bern	NC	28560	2526365525
SNIDER TIRE, INC.	1545 Saint James Church Rd.	Newton	NC	28658	9808584386
COLONY TIRE CORPORATION	3116 Capital Blvd	Raleigh	NC	27604	9198362230
SNIDER TIRE, INC.	1250 Intrepid Ct	Raleigh	NC	27610	9192316690
SNIDER TIRE, INC.	611 Airport Rd	Rockingham	NC	28379	9104108200
SNIDER TIRE, INC.	549 Old Mocksville Rd	Statesville	NC	28625	7048711008
SNIDER TIRE, INC.	1066 Albemarle Rd	Troy	NC	27371	9105760000
COLONY TIRE CORPORATION	3625 Us Highway 421 N	Wilmington	NC	28401	9103438100
SNIDER TIRE, INC.	310 Sampson St	Wilmington	NC	28401	9107772057

Service Center	Address	City	State	Zip Code	Telephone Number
COLONY TIRE CORPORATION	1507 Cargill Ave S	Wilson	NC	27893	2522371143
SNIDER TIRE, INC.	2851 Lowery St	Winston-Salem	NC	27101	3363971010
BAUER BUILT, INC.	902 38th St N	Fargo	ND	58102	7012771535
BAUER BUILT, INC.	2547 W 23rd Dr	Fremont	NE	68025	4027532979
BAUER BUILT, INC.	3334 W Cougar Dr	Grand Island	NE	68803	3083828167
BAUER BUILT, INC.	2810 Heartland Dr	Lexington	NE	68850	3083244881
BAUER BUILT, INC.	7800 N 56th St	Lincoln	NE	68529	4024647800
BAUER BUILT, INC.	2200 S Highway 81	Norfolk	NE	68701	4023794494
BAUER BUILT, INC.	7728 F St	Omaha	NE	68127	4023311999
SERVICE TIRE TRUCK CENTER, INC.	3 Sutton Pl	Edison	NJ	08817	9085618473
SERVICE TIRE TRUCK CENTER, INC.	100 Wagaraw Rd	Hawthorne	NJ	07506	9734274600
SERVICE TIRE TRUCK CENTER, INC.	1900 Lower Rd	Linden	NJ	07036	7323817800
SERVICE TIRE TRUCK CENTER, INC.	716 N Wade Blvd	Millville	NJ	08332	8562938473
SERVICE TIRE TRUCK CENTER, INC.	73 Green Pond Rd	Rockaway	NJ	07866	9733478473
SERVICE TIRE TRUCK CENTER, INC.	1876 Route 9	Toms River	NJ	08755	7327360046
SERVICE TIRE TRUCK CENTER, INC.	27 Ironside Ct	Willingboro	NJ	08046	6098718500

Service Center	Address	City	State	Zip Code	Telephone Number
PURCELL TIRE & RUBBER COMPANY	1400 Mission Ave Ne	Albuquerque	NM	87107	5058841957
BROADWAY MOTORS, INC.	4300 Rankin Ln Ne	Albuquerque	NM	87107	5053457242
RJ BORDER INTERNATIONAL, L.P.	2701 W Amador Ave	Las Cruces	NM	88005	5755414259
PURCELL TIRE NW, INC.	1505 Newlands Dr E	Fernley	NV	89408	7755752630
PURCELL TIRE & RUBBER COMPANY	3140 N Losee Rd	North Las Vegas	NV	89030	7026423140
PURCELL TIRE NW, INC.	470 S Rock Blvd	Reno	NV	89502	7757865231
SERVICE TIRE TRUCK CENTER, INC.	630 Hunts Point Ave	Bronx	NY	10474	7189911240
VALLEY TIRE CO., INC.	300 French Rd	Cheektowaga	NY	14227	7166682046
VALLEY TIRE CO, INC.	47 Lake Shore Dr W	Dunkirk	NY	14048	7163666500
VALLEY TIRE CO., INC.	6302 E Molloy Rd	East Syracuse	NY	13057	3154329245
SERVICE TIRE TRUCK CENTER, INC.	766 Watervliet Shaker Rd	Latham	NY	12110	5184348115
SERVICE TIRE TRUCK CENTER, INC.	1166 Route 9 W	Marlboro	NY	12542	8452363466
VALLEY TIRE CO., INC.	3722 Scottsville Rd	Scottsville	NY	14546	5854242840
SERVICE TIRE TRUCK CENTER, INC.	2801 Court St	Syracuse	NY	13208	3152958473
SERVICE TIRE TRUCK CENTER, INC.	925 Sunrise Hwy	West Babylon	NY	11704	6318848473
THE ZIEGLER TIRE AND SUPPLY CO.	547 Wolf Ledges Pkwy	Akron	OH	44311	3304347126

Service Center	Address	City	State	Zip Code	Telephone Number
THE ZIEGLER TIRE AND SUPPLY CO.	8500 Clinton Rd	Brooklyn	OH	44144	2169616730
THE ZIEGLER TIRE AND SUPPLY CO.	2210 Bolivar Rd SW	Canton	OH	44706	3304530538
THE ZIEGLER TIRE AND SUPPPLY CO.	1111 Milepost Dr	Columbus	OH	43228	6148019037
SHRADER TIRE & OIL, INC.	2021 Harmon Ave	Columbus	OH	43223	6144456114
THE ZIEGLER TIRE AND SUPPLY CO.	411 Commercial Pkwy	Dover	OH	44622	3303437739
SHRADER TIRE & OIL, INC.	433 Hopewell Dr	Heath	OH	43056	7407888032
VALLEY TIRE CO., INC.	7920 Center Point 70 Blvd	Huber Heights	OH	45424	9374240644
SHRADER TIRE & OIL, INC.	2475 Saint Johns Rd	Lima	OH	45804	4192215001
THE ZIEGLER TIRE AND SUPPLY CO.	4150 Millennium Blvd SE	Massillon	OH	44646	3308343332
THE ZIEGLER TIRE AND SUPPLY COMPANY	2504 Commercial Ave	Mingo Junction	OH	43938	7405351200
THE ZIEGLER TIRE AND SUPPLY COMPANY	1100 Reed Rd	Monroe	OH	45050	5135399801
SHRADER TIRE & OIL, INC.	3511 Genoa Rd	Perrysburg	OH	43551	4198376591
VALLEY TIRE CO., INC.	777 W Cherry St	Sunbury	OH	43074	7409365262
SHRADER TIRE & OIL, INC.	6032 Hagman Rd	Toledo	OH	43612	4197279468

Service Center	Address	City	State	Zip Code	Telephone Number
THE ZIEGLER TIRE AND SUPPLY COMPANY	655 Olympic Dr	Troy	OH	45373	9373320322
THE ZIEGLER TIRE AND SUPPLY COMPANY	30559 Lemoyne Rd	Walbridge	OH	43465	4196988411
SHRADER TIRE & OIL, INC.	9676 Inter Ocean Dr	West Chester	OH	45246	5137338200
THE ZIEGLER TIRE AND SUPPLY COMPANY	1014 Poland Ave	Youngstown	OH	44502	3307464603
THE ZIEGLER TIRE AND SUPPLY COMPANY	1039 Lee St	Zanesville	OH	43701	7404509384
T & W TIRE, L.L.C.	500 E Main St	Ada	OK	74820	5803325145
T & W TIRE, L.L.C.	2423 W Veterans Blvd	Ardmore	OK	73401	5802230854
T & W TIRE, L.L.C.	401 S Pioneer Rd	Elk City	OK	73644	5802257772
T & W TIRE, L.L.C.	1722 N Van Buren St	Enid	OK	73703	5802347704
T & W TIRE, L.L.C.	829 Se 2nd St	Lawton	OK	73501	5803549992
T & W TIRE, L.L.C.	410 Se 4th St	Lindsay	OK	73052	4057564416
T & W TIRE, L.L.C.	2210 Peaceable Rd	McAlester	OK	74501	9174266571
T & W TIRE, L.L.C.	25 N Council Rd	Oklahoma City	OK	73127	4057876711
T & W TIRE, L.L.C.	15705 E Skelly Dr	Tulsa	OK	74116	9184378383

Service Center	Address	City	State	Zip Code	Telephone Number
SUPERIOR TIRE SERVICE, INC.	33960 Old Willamette Hwy	Eugene	OR	97405	5417442000
SUPERIOR TIRE SERVICE, INC.	7932 N Upland Dr	Portland	OR	97203	5035955470
SUPERIOR TIRE SERVICE, INC.	4230 27th Ct Se	Salem	OR	97302	5035851955
SERVICE TIRE TRUCK CENTER, INC.	6551 Tilghman St	Allentown	PA	18106	6104810076
THE ZIEGLER TIRE AND SUPPLY COMPANY	6011 Kentucky Ave	Altoona	PA	16602	8149412991
VALLEY TIRE CO., INC.	2107 Gibsonton Rd	Belle Vernon	PA	15012	7249307660
SERVICE TIRE TRUCK CENTER, INC.	2255 Avenue A	Bethlehem	PA	18017	6106918473
VALLEY TIRE CO., INC.	100 Progress Ln	Canonsburg	PA	15317	4122572940
SERVICE TIRE TRUCK CENTER, INC.	1257 Mt Holly Pike - Rear	Carlisle	PA	17013	7179061817
SERVICE TIRE TRUCK CENTER, INC.	935 S Main St	Chambersburg	PA	17201	7172671862
SERVICE TIRE TRUCK CENTER, INC.	1121 Cedar Ave	Croydon	PA	19021	2157888473
VALLEY TIRE CO., INC.	330 Theater Dr	Duncansville	PA	16635	8146967475
VALLEY TIRE CO., INC.	1122 Weschler Ave	Erie	PA	16502	8144547999
SERVICE TIRE TRUCK CENTER, INC.	1547 Gehman Rd	Harleysville	PA	19538	2153618473
SERVICE TIRE TRUCK CENTER, INC.	4000 Fenton Ave	Harrisburg	PA	17109	7175618473

Service Center	Address	City	State	Zip Code	Telephone Number
VALLEY TIRE CO., INC.	2790 W Pike Rd	Indiana	PA	15701	7243490636
VALLEY TIRE CO., INC.	1126 Franklin Rd	Jackson Center	PA	16133	7246621597
SERVICE TIRE TRUCK CENTER, INC.	1246 Mid Valley Dr	Jessup	PA	18434	5703838473
SERVICE TIRE TRUCK CENTER, INC.	1770 Rohrerstown Rd	Lancaster	PA	17601	7175698473
SERVICE TIRE TRUCK CENTER, INC.	509 W 3rd St	Mifflinville	PA	18631	5707524603
SERVICE TIRE TRUCK CENTER, INC.	5430 State Route 405	Milton	PA	17847	5707428473
SERVICE TIRE TRUCK CENTER, INC.	2350 Camp Swatara Rd	Myerstown	PA	17067	7179334357
SERVICE TIRE TRUCK CENTER, INC.	99 Witman Rd	Reading	PA	19605	6109218473
SERVICE TIRE TRUCK CENTER, INC.	108 Learn Rd	Tannersville	PA	18372	5706198473
SERVICE TIRE TRUCK CENTER, INC.	124 Susquehanna St	Towanda	PA	18848	5702650330
THE ZIEGLER TIRE AND SUPPLY COMPANY	919 Brush Creek Rd	Warrendale	PA	15086	7247789911
THE ZIEGLER TIRE AND SUPPLY COMPANY	258 W Wheeling St	Washington	PA	15301	7242281581
SERVICE TIRE TRUCK CENTER, INC.	2800 Concord Rd	York	PA	17402	7177558473
COLONY TIRE CORPORATION	2340 Shop Rd	Columbia	SC	29201	8037790072
SNIDER TIRE, INC.	1010 Idlewild Blvd	Columbia	SC	29201	8037990106

Service Center	Address	City	State	Zip Code	Telephone Number
COLONY TIRE CORPORATION	3410 Highway 544 Opas	Conway	SC	29526	8433478473
SNIDER TIRE, INC.	229 Yeager Ave.	Conway	SC	29526	8437716161
SNIDER TIRE, INC.	1915 N Cashua Dr	Florence	SC	29501	8436617171
COLONY TIRE CORPORATION	120 W Freight Rd	Florence	SC	29501	8439688121
SNIDER TIRE, INC.	5806 Augusta Rd	Greenville	SC	29605	8642772577
SNIDER TIRE, INC.	222 Acres Dr	Ladson	SC	29456	8432071730
SNIDER TIRE, INC.	1107 Easley Hwy.	Pelzer	SC	29669	8649471919
SNIDER TIRE, INC.	540 Locust Grove Rd	Spartanburg	SC	29303	8645824474
COLONY TIRE CORPORATION	286 Thorpe Rd	Summerville	SC	29483	8438734660
COLONY TIRE CORPORATION	510 Robertson Blvd	Walterboro	SC	29488	8435495313
BAUER BUILT, INC.	3813 N National Ave	Sioux Falls	SD	57104	6052319185
SNIDER TIRE, INC.	3801 Logistics Way	Antioch	TN	37013	6156417600
SNIDER TIRE, INC.	6114 Bonny Oaks Dr	Chattanooga	TN	37416	4232671176
COLONY TIRE CORPORATION	5068 Fort Henry Dr	Kingsport	TN	37663	4234307149
SNIDER TIRE, INC.	1260 Jan Way	Kingsport	TN	37660	4232468191
SNIDER TIRE, INC.	10324 Cogdill Rd	Knoxville	TN	37932	8653924646

Service Center	Address	City	State	Zip Code	Telephone Number
SNIDER TIRE INC.	4621 Getwell Rd	Memphis	TN	38118	6228901500
BROADWAY MOTORS, INC.	1201 S Treadaway Blvd	Abilene	TX	79602	3256728425
BROADWAY MOTORS, INC.	5230 Interstate 40 E	Amarillo	TX	79103	8063557283
T & W TIRE, L.L.C.	9230 E Us Highway 290	Austin	TX	78724	5122516800
T & W TIRE, L.L.C.	1908 Chico Hwy	Bridgeport	TX	76426	9406833558
BEASLEY TIRE SERVICE - HOUSTON, INC.	1519 Interstate 45 S	Conroe	TX	77301	9363412365
BEASLEY TIRE SERVICE - HOUSTON, INC.	4859 Baldwin Blvd	Corpus Christi	TX	78408	2814492365
RJ BORDER INTERNATIONAL, L.P.	12277 Rojas Dr	El Paso	TX	79936	9158584644
BROADWAY MOTORS, INC.	1160 Horizon Blvd	El Paso	TX	79927	9155908473
T & W TIRE, L.L.C.	5300 Lone Star Blvd	Fort Worth	TX	76106	8172950493
T & W TIRE, L.L.C.	3302 Spur 54	Harlingen	TX	78552	9564120690
BEASLEY TIRE SERVICE - HOUSTON, INC.	11782 Eastex Fwy	Houston	TX	77039	2814492365
SNIDER TIRE, INC.	603 Northpark Central Dr Ste 100	Houston	TX	77073	7136495596
T & W TIRE, L.L.C.	790 I-45 Frontage Rd N	Huntsville	TX	77320	9363390939
SNIDER TIRE, INC.	1501 S Loop 12	Irving	TX	75060	9726029145

Service Center	Address	City	State	Zip Code	Telephone Number
BEASLEY TIRE SERVICE - HOUSTON, INC.	209 Park Place Blvd	Kenedy	TX	78119	8305830470
BEASLEY TIRE SERVICE - HOUSTON, INC.	11011 W Fairmount Pkwy	La Porte	TX	77571	2814713541
T & W TIRE, L.L.C.	3101 N Houston School Rd	Lancaster	TX	75134	9722288280
T & W TIRE, L.L.C.	14202 Transportation Ave	Laredo	TX	78045	9567223409
RJ BORDER INTERNATIONAL, L.P.	13613 Cabezut Dr	Laredo	TX	78045	9562175272
T & W TIRE, L.L.C.	6080 Se Loop 281	Longview	TX	75602	9032188318
BROADWAY MOTORS, INC.	120 Se Loop 289	Lubbock	TX	79404	8067480083
BROADWAY MOTORS, INC.	1500 Rankin Hwy	Midland	TX	79701	4326821671
SNIDER TIRE, INC.	18700 US Hwy 59	New Caney	TX	77357	8324460909
T & W TIRE, L.L.C.	3130 E Pasadena Fwy	Pasadena	TX	77503	7139205024
T & W TIRE, L.L.C.	403 E Expressway 83	Pharr	TX	78577	9562838887
BEASLEY TIRE SERVICE - HOUSTON, INC.	1245 W Oaklawn Rd	Pleasanton	TX	78064	8305692521
BROADWAY MOTORS, INC.	4431 Petro Dr	San Angelo	TX	76903	3256550696
BEASLEY TIRE SERVICE - HOUSTON, INC.	1015 S East Loop 410	San Antonio	TX	78220	2106672365
T & W TIRE, L.L.C.	5834 Interstate 10 E	San Antonio	TX	78219	2106618271
BEASLEY TIRE SERVICE - HOUSTON, INC.	4011 Us Highway 59 N	Victoria	TX	77905	3615702365

Service Center	Address	City	State	Zip Code	Telephone Number
T & W TIRE, L.L.C.	945 S Loop 340	Waco	TX	76706	2546626600
T & W TIRE, L.L.C.	5011 Old Jacksboro Hwy	Wichita Falls	TX	76302	9407678212
PURCELL TIRE & RUBBER COMPANY	1795 N Main St	Logan	UT	84341	4357527811
PURCELL TIRE & RUBBER COMPANY	184 W 12th ST	Ogden	UT	84404	8013943441
PURCELL TIRE & RUBBER COMPANY	182 N 1330 W	Orem	UT	84057	8012240206
PURCELL TIRE & RUBBER COMPANY	1335 West 2100 S	Salt Lake City	UT	84119	8019740300
PURCELL TIRE & RUBBER COMPANY	2910 West 2100 S	Salt Lake City	UT	84119	8014865881
PURCELL TIRE & RUBBER COMPANY	2176 W 1000 N Ste B	Tremonton	UT	84337	8007224616
PURCELL TIRE & RUBBER COMPANY	1314 W Red Hills Pkwy	Washington	UT	84780	4356749883
SERVICE TIRE TRUCK CENTER, INC.	4951 Quality Dr	Fredericksburg	VA	22408	5403700284
SERVICE TIRE TRUCK CENTER, INC.	4769 S Valley Pike	Harrisonburg	VA	22801	8134808786
COLONY TIRE CORPORATION	190 Charles St	Harrisonburg	VA	22802	5404428473
COLONY TIRE CORPORATION	14398 Wards Rd	Lynchburg	VA	24502	4348328010
SERVICE TIRE TRUCK CENTER, INC.	10324 Balls Ford Rd	Manassas	VA	20109	7035308473
COLONY TIRE CORPORATION	508 Oyster Point Rd	Newport News	VA	23602	7572494068
COLONY TIRE CORPORATION	3749 Progress Rd	Norfolk	VA	23502	7576256571

Service Center	Address	City	State	Zip Code	Telephone Number
COLONY TIRE CORPORATION	2900 Deepwater Terminal Rd	Richmond	VA	23234	8045264141
COLONY TIRE CORPORATION	3030 Nicholas Ave Ne	Roanoke	VA	24012	5403443241
COLONY TIRE CORPORATION	1263 Carolina Rd	Suffolk	VA	23434	7579342206
SERVICE TIRE TRUCK CENTER, INC.	151 McGhee Rd Stonewall Industrial Park	Winchester	VA	22603	5406627882
SUPERIOR TIRE SERVICE, INC.	660 14th Ave	Longview	WA	98632	3604255020
PURCELL TIRE & RUBBER COMPANY	16779 Tye St SE	Monroe	WA	98272	3608055049
PURCELL TIRE NW, INC.	316 SW 16th St	Renton	WA	98057	4252280505
PURCELL TIRE & RUBBER COMPANY	140 134th St S	Tacoma	WA	98444	2536275272
BAUER BUILT, INC.	300 W Prospect St Ste A	Durand	WI	54736	7156728300
BAUER BUILT, INC.	1100 W Prospect St	Durand	WI	54736	7156724295
BAUER BUILT, INC.	3014 Mall Dr	Eau Claire	WI	54701	7158344106
BAUER BUILT, INC.	1501 S 41st St	Manitowoc	WI	54220	9206841317
BAUER BUILT, INC.	525 Progress Ave Ste J	Waukesha	WI	53186	2628968940
THE ZIEGLER TIRE AND SUPPLY COMPANY	152 19th St	Parkersburg	WV	26101	3044857533

MCSN FRANCHISEES WITH SIGNED FRANCHISE AGREEMENTS, BUT SERVICE CENTERS NOT YET OPERATIONAL
(As of December 31, 2025)

NONE

MCSN FRANCHISEES WHICH HAVE BEEN TERMINATED, CANCELED, NOT RENEWED, CEASED OPERATIONS FOR OTHER REASONS, TRANSFERRED OR WHICH HAVE NOT COMMUNICATED WITH US WITHIN 10 WEEKS OF THE DATE OF THIS DISCLOSURE DOCUMENT

(As of December 31, 2025)

Former Franchisee	City	State	Telephone Number	Category
SNIDER TIRE, INC.	Madison	AL	2563080360	Ceased Operations Other Reasons
PURCELL TIRE & RUBBER COMPANY	Springdale	AR	4795442254	Ceased Operations Other Reasons
JACK'S TIRE & OIL MANAGEMENT COMPANY INC.	Colorado Springs	CO	3033086900	Ceased Operations Other Reasons
PURCELL TIRE & RUBBER COMPANY	Commerce City	CO	3039358473	Ceased Operations Other Reasons
JACK'S TIRE & OIL MANAGEMENT COMPANY INC.	Denver	CO	3033086900	Ceased Operations Other Reasons
PURCELL TIRE COMPANY OF KENTUCKY, INC.	Henderson	KY	2708263931	Ceased Operations Other Reasons
PURCELL TIRE COMPANY OF KENTUCKY, INC.	Owensboro	KY	2706854444	Ceased Operations Other Reasons
NEW ENGLAND TRUCK TIRE CENTERS, INC.	Auburn	ME	2077849300	Ceased Operations Other Reasons
NEW ENGLAND TRUCK TIRE CENTERS, INC.	Brewer	ME	2079892777	Ceased Operations Other Reasons
NEW ENGLAND TRUCK TIRE CENTERS, INC.	Scarborough	ME	2078835102	Ceased Operations Other Reasons
NEW ENGLAND TRUCK TIRE CENTERS, INC.	Sidney	ME	2075472017	Ceased Operations Other Reasons
SNIDER TIRE, INC.	Gulfport	MS	2288631888	Ceased Operations Other Reasons
NEW ENGLAND TRUCK TIRE CENTERS, INC.	Bow	NH	6032230609	Ceased Operations Other Reasons
NEW ENGLAND TRUCK TIRE CENTERS, INC.	Littleton	NH	6034443113	Ceased Operations Other Reasons
NEW ENGLAND TRUCK TIRE CENTERS, INC.	Portsmouth	NH	6034369882	Ceased Operations Other Reasons
PURCELL TIRE AND RUBBER COMPANY	Pahrump	NV	7757278473	Ceased Operations Other Reasons
SERVICE TIRE TRUCK CENTER, INC.	Pottsville	PA	5705442057	Ceased Operations Other Reasons
SERVICE TIRE TRUCK CENTER, INC.	West Chester	PA	6106968473	Ceased Operations Other Reasons
BEASLEY TIRE SERVICE - HOUSTON, INC.	Alice	TX	3612077282	Ceased Operations Other Reasons

Former Franchisee	City	State	Telephone Number	Category
BROADWAY MOTORS, INC. / BILL WILLIAMS TIRE	Fort Stockton	TX	4323367511	Ceased Operations Other Reasons
SNIDER TIRE, INC.	Laredo	TX	9567919100	Ceased Operations Other Reasons
JACK'S TIRE & OIL MANAGEMENT COMPANY INC.	Orem	UT	8012257207	Ceased Operations Other Reasons
PURCELL TIRE & RUBBER COMPANY	St. George	UT	4356749883	Ceased Operations Other Reasons
NEW ENGLAND TRUCK TIRE CENTERS, INC.	Barre	VT	8024769900	Ceased Operations Other Reasons

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

EXHIBIT F

TABLE OF CONTENTS
FOR
OPERATING MANUAL

MICHELIN® Commercial Service Network™ Franchise Operating Manual

	MCSN OPERATING MANUAL	NUMBER OF PAGES
	Preface and Table of Contents	4 pages
Chapter 1	MCSN Overview and Scope	7 pages
Chapter 2	Standard Operating Procedures	13 pages
Chapter 3	Michelin ERS Services	11 pages
Chapter 4	Audit of Service Centers	3 pages
Chapter 5	Training	3 pages
Chapter 6	MCSN Fleet Service Offer	2 pages
Chapter 7	Service Network Identification	3 pages
Chapter 8	Administration	6 pages
Chapter 9	Operations Manual Appendices	12 pages
	Total Number of Pages	**64 pages**

EXHIBIT G

FINANCIAL STATEMENTS

Michelin Retread Technologies, Inc.

(A wholly owned subsidiary of Michelin Corporation)

Financial Statements

December 31, 2025 and 2024

(in thousands of US dollars, unless otherwise stated)

pwc

Report of Independent Auditors

To the Directors of Michelin Retread Technologies, Inc.

Opinion

We have audited the accompanying financial statements of Michelin Retread Technologies, Inc. (the "Company"), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of income and retained earnings, stockholder's equity and cash flows for the years then ended, including the related notes (collectively referred to as 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, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

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 for one year after the date the financial statements are available to be issued.

PricewaterhouseCoopers LLP
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Fax to mail: ca_halifax_main_fax@pwc.com

"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.

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

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

- Exercise professional judgment and maintain professional skepticism throughout the 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.

PricewaterhouseCoopers LLP

Chartered Professional Accountants

Halifax, Nova Scotia, Canada
April 30, 2026

Michelin Retread Technologies, Inc.

Balance Sheets

As at December 31, 2025 and 2024

(in thousands of US dollars, unless otherwise stated)

	2025 $	2024 $
Assets		
Current assets		
Cash and cash equivalents	378	11
Accounts receivable (note 3)	22,975	24,570
Notes receivable from affiliate – short-term (note 4)	123,301	103,256
Other assets	571	313
Other receivables due from affiliate – non-interest bearing (note 7)	22,294	15,330
Total current assets	169,519	143,480
Non-current assets		
Property, plant and equipment	15	15
Deferred tax asset	4,100	2,848
Total non-current assets	4,115	2,863
Total assets	173,634	146,343
Liabilities		
Current liabilities		
Accounts payable (note 5)	56,154	66,590
Accrued expenses – affiliate	589	599
Accrued expenses – non-affiliate (note 14)	19,374	11,818
Income taxes payable	7,984	3,407
Total current liabilities	84,101	82,414
Stockholder's Equity		
Capital stock (note 6)	2	2
Additional paid in capital in excess of declared value	19,998	19,998
Retained earnings	69,533	43,929
Total equity	89,533	63,929
Total liabilities and stockholder's equity	173,634	146,343

Commitments and contingencies (note 13)

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

Michelin Retread Technologies, Inc.

Statements of Income and Retained Earnings

For the years ended December 31, 2025 and 2024

(in thousands of US dollars, unless otherwise stated)

	2025 $	2024 $
Net revenue (note 8)	215,707	229,013
Cost of sales (note 7)	180,602	213,956
Selling, general and administrative expenses (note 15)	6,354	5,856
Total operating expenses	186,956	219,812
Operating income	28,751	9,201
Net interest income (note 7)	4,348	4,837
Income before income taxes	33,099	14,038
Income tax expense (note 9)	7,495	3,189
Net income for the year	25,604	10,849
Retained earnings – Beginning of year	43,929	43,080
Less: Dividend paid	-	(10,000)
Retained earnings – End of year	69,533	43,929

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

Michelin Retread Technologies, Inc.

Statements of Stockholder's Equity

For the years ended December 31, 2025 and 2024

(in thousands of US dollars, unless otherwise stated)

	Capital stock $	Additional paid in capital in excess of declared value $	Retained earnings $	Total equity $
Total as at January 1, 2024	2	19,998	43,080	63,080
Net income for the year	-	-	10,849	10,849
Dividends paid	-	-	(10,000)	(10,000)
Total as at December 31, 2024	2	19,998	43,929	63,929
Net income for the year	-	-	25,604	25,604
Dividends paid	-	-	-	-
Total as at December 31, 2025	2	19,998	69,533	89,533

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

Michelin Retread Technologies, Inc.

Statements of Cash Flows

For the years ended December 31, 2025 and 2024

(in thousands of US dollars, unless otherwise stated)

	2025 $	2024 $
Operating activities		
Net income for the year	25,604	10,849
Adjustments to reconcile net income to net cash provided by operating activities		
Deferred income taxes (note 9)	(1,252)	(388)
	24,352	10,461
Changes in operating assets and liabilities		
Accounts receivable	1,595	4,067
Other assets	(258)	(11)
Other receivables due from affiliate – non-interest bearing	(6,964)	11,330
Accounts payable	(10,436)	6,742
Accrued expenses – affiliate and non-affiliate	7,546	(1,033)
Income taxes payable	4,577	237
Net cash generated from (used in) operating activities	20,412	31,793
Investing activities		
Net change in notes receivable from affiliate	(20,045)	(21,782)
Net cash (used in) generated from investing activities	(20,045)	(21,782)
Financing activities		
Dividends paid to shareholders	-	(10,000)
Net cash used in financing activities	-	(10,000)
Net change in cash during the year	367	11
Cash – Beginning of year	11	-
Cash – End of year	378	11
Supplemental cash flow information		
Income taxes paid	4,172	3,340
Cash interest received	4,323	4,839

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

(in thousands of US dollars, unless otherwise stated)

1 Description of business

Michelin Retread Technologies, Inc. (MRTI or the Company), a Delaware corporation, is a wholly owned subsidiary of Michelin Corporation (MC), a New York corporation, an indirect affiliate of Compagnie Générale des Établissements Michelin (CGEM), a French company and MRTI's ultimate parent. MRTI, formed on June 12, 1997, offers franchises of Michelin retread shops and in turn provides franchisees the ability to offer high quality truck tire retreading services using Custom-Mold™ and Pre-Mold™ tire retreading technology. As at December 31, 2025, the Company had 41 franchise locations (2024 – 44).

2 Summary of significant accounting policies

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP). The significant accounting policies are as follows.

Cash

MRTI considers all short-term highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Share capital

Ordinary shares are classified as equity.

Revenue recognition

MRTI derives its revenue from the sale of retreading equipment and parts, royalties and the sale of products to customers. In these commercial relationships, the Company acts as a principal and not as an agent. Customers have the full and complete ability to use the products for their own benefit, or to sell the products, and carry the associated inventory risk. Trade terms offered to customers are in line with normal market practices and require payment in a period appreciably shorter than one year. Accordingly, no adjustment has been made to consider the effects of a significant financing component.

Each sale to a customer represents a distinct and separate performance obligation to be fulfilled at the point in time at which control of the goods is transferred, corresponding to the loading of goods, or their delivery, in accordance with the terms of the underlying contract.

Revenue is recorded net of certain sales discounts and rebates that are considered to be payable to the customer in the future at either the end of a specified program or on the achievement of qualitative or quantitative objectives on the part of the customer. The value of these discounts and rebates is determined using the expected value method. The Company relies on an analysis of historical data and its cumulative experience with these types of arrangements to estimate the probable amount to be paid to the customer. Discounts and rebates are only recognized when it is highly probable that the outcome of the uncertainty surrounding the variable consideration will not give rise to a significant reduction in the amount of sales already booked. Liabilities associated with these arrangements are presented on the balance sheets as part of "accrued expenses – non-affiliate".

(in thousands of US dollars, unless otherwise stated)

Cost of sales

Cost of sales and services comprises the cost of purchasing product from related parties (note 7).

Trade receivable

Trade receivables are recognized initially at fair value and subsequently measured at amortized cost using the effective interest method, less impairment. When payment terms are shorter than one year, the initial fair value and the subsequent amortized cost are equal to the nominal amount.

The Company applies the simplified approach to measuring expected credit losses (ECLs), which consists of calculating the ECL over the life of the trade receivable. This model makes it possible to determine a credit loss expected at maturity for all trade receivables, as soon as they are recognized. ECLs are based on customer payment patterns that have been observed over 36 months and trade credit losses historically recorded during this period, adjusted for available customer-specific forward looking information.

An impairment loss is also recognized in the presence of objective indications that the Company will not be able to recover all amounts due according to the terms of the initial transaction. Bankruptcies, the legal processes of protection against creditors, cases of insolvency and late payments of more than six months are all indicators that suggest that a commercial debt may be impaired. The amount of the impairment loss is the difference between the carrying amount of the asset and the discounted value at the initial effective interest rate of the estimated future receipts. Before recognizing an impairment, the quality of the guarantees potentially obtained must be assessed, as well as the capacity to implement them.

Income taxes

MRTI's results of operations are included in the consolidated tax return of MC. MRTI and MC have entered into a tax sharing agreement, which generally provides that the consolidated tax provision or benefit and related tax payments or refunds are allocated to MRTI and the other members of the consolidated group as if each company had filed a separate return. MRTI's deferred tax expense equals the change in its net deferred tax asset during the year, as determined on a separate return basis. The tax sharing agreement provides for MRTI to receive a current benefit for its tax loss carryforwards that can be utilized by the consolidated group.

Estimates used in the preparation of financial statements

US GAAP requires management to make estimates and assumptions in the preparation of financial statements. These estimates and assumptions are used in calculating the reported amounts of certain assets, accrued liabilities, contingent assets and liabilities, revenue and expenses as at the date and during the reporting period of the financial statements. Actual results could differ from those estimates. Changes in facts and circumstances may alter such estimates and affect results of operations and the balance sheet in future years.

(in thousands of US dollars, unless otherwise stated)

Changes in significant accounting policies

There are no new standards, amendments or interpretations to existing standards that have been published and are applicable for the accounting periods beginning on or after January 1, 2025, which are expected to have a material impact on the Company's operations.

3 Accounts receivable

The accounts receivable consist of the following:

	2025 $	2024 $
Trade receivables – non-affiliate	8,055	9,584
Trade receivables – affiliates	14,960	15,026
Allowance for doubtful accounts	(40)	(40)
	22,975	24,570

4 Notes receivable from affiliate

An inter-company current account cash management agreement was entered into with Michelin North America, Inc (MNAI), a sister company that is a wholly owned subsidiary of CGEM, on June 22, 2010. The agreement was created to diminish financial costs and help achieve economic goals. The inter-company current account records all transactions between the parties resulting from cash pooling, according to which the bank account balance of MRTI is transferred to MNAI's bank account on a daily basis to bring MRTI's balance to zero. The offset of the transfer is reflected by a loan/deposit between parties, recorded on the inter-company current account held by MRTI in the books of MNAI. The Company was due $123,301 as at December 31, 2025 (2024 – $103,256). The interest rate is based on the secured overnight financing rate (SOFR) USD rate. The applicable SOFR as at December 31, 2025 was 3.67%. The Company earned interest income of $4,274 under this agreement in 2025 (2024 – $4,839).

5 Accounts payable

Accounts payable consist of the following:

	2025 $	2024 $
Trade payables – third party	(44)	(41)
Trade payables – affiliates	56,198	66,631
	56,154	66,590

(in thousands of US dollars, unless otherwise stated)

6 Capital stock and dividends (amounts not in thousands of dollars)

As at December 31, 2025, there were 3,000 (2024 – 3,000) authorized shares of common stock with no par value and a stated value of $1 per share;2,000 shares were issued and outstanding (2024 – 2,000). Dividends are paid at the discretion of the Board of Directors. There were $nil dividends paid in 2025 (2024 – $10,000).

7 Related party transactions

The Company enters into multiple transactions in the normal course of business for the sale and purchase of goods and services with various Michelin entities (entities that are owned, controlled or significantly influenced by CGEM). Most significantly, MRTI has a business relationship with and makes regular purchases of rubber products, retreading equipment and parts from MNAI.

Transactions and balances between the Company and companies under common control from the ultimate parent company are as follows:

	2025 $	2024 $
Statements of income and retained earnings		
Net revenue	73,073	105,730
Interest income	4,274	4,839
Cost of sales	180,602	213,956
Selling, general and administrative expenses	3,487	2,881
Balance sheets		
Accounts receivable	14,961	15,026
Notes receivable from affiliate – short-term	123,301	103,256
Other receivables due from affiliate – non-interest bearing	22,294	15,330
Accounts payable	56,198	66,631
Accrued expenses – affiliate	589	600

8 Net revenue

	2025 $	2024 $
Sales of finished product to franchisees	259,110	271,469
Sales of retreading equipment and parts to franchisees	3,670	1,149
Other	4,909	5,170
Rebates on sales	(51,982)	(48,775)
	215,707	229,013

(in thousands of US dollars, unless otherwise stated)

9 Income taxes

The components of the provision for income taxes are as follows:

	2025 $	2024 $
Current		
Federal and state	8,748	3,576
Deferred		
Federal and state	(1,253)	(387)
Income tax expense	7,495	3,189

The difference between the reported income tax benefit and the amount derived by applying the statutory tax rate of 24.49% (2024 – 24.59%) to pre-tax income is due to state income taxes and changes in the amount allocated to the Company from the tax sharing agreement from amounts previously recorded.

The liability method of accounting for deferred income taxes requires a valuation allowance against deferred tax assets if, based on the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. The Company has established that nil valuation allowance is necessary against deferred tax assets as at December 31, 2025 (2024 – $nil).

The Company has determined that there are no significant uncertain tax positions or unrecognized tax benefits. Therefore, no uncertain taxes payable, unrecognized tax benefits, interest or penalties related to uncertain taxes have been recorded for the current or prior years.

Reconciliation of the Company's effective income tax rate:

	2025 $	2024 $
Income before income taxes	33,099	14,038
Tax calculated using tax rate applicable to income of 24.49% (2024 – 24.59%)	8,106	3,452
Tax effect from		
Permanent differences	(1,218)	(158)
Other items	607	(105)
Income tax expense	7,495	3,189

10 Concentrations of credit risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist of accounts receivable. MRTI's current and expected customer base includes its franchisees that are primarily tire distributors. The Company reviews a customer's credit history before extending credit and may take a purchase

(in thousands of US dollars, unless otherwise stated)

money security interest in the assets of the customer based on the Company's assessment of a customer's credit risk. Allowance for possible losses as at December 31, 2025 was $40 (2024 – $40).

11 Long-term lease commitments

The Company leased certain real estate and equipment to MNAI. Total rental income included in operations for the year ended December 31, 2025 was $nil (2024 – $nil).

In addition, the Company leases equipment from MNAI, which it then subleases to its franchisees under the terms of long-term lease agreements. The future minimum rental income and expenses related to these agreements are nominal.

12 Fair value of financial instruments

Assets and liabilities measured at fair value are classified using the following hierarchy, which is based on the transparency of inputs to the valuation as of the measurement date:

- Level 1: Quoted prices in active markets for identical assets or liabilities;
- Level 2: Inputs, other than quoted prices included within Level 1, that are observable for the asset or liability or similar assets or liabilities, either directly or indirectly, for substantially the full term of the financial instruments; and
- Level 3: Inputs for the asset or liability that are not based on observable market data (that is, unobservable inputs) that are significant to the fair value measurement.

The fair value of financial instruments traded in active markets is based on quoted market prices as at the balance sheet dates. A market is regarded as active if quoted prices are readily and regularly available from an exchange, dealer, broker, industry group, pricing service or regulatory agency and those prices represent actual and regularly occurring market transactions on an arm's length basis. The quoted market price used for financial assets held by the Company is the current bid price. These instruments are included in Level 1.

The fair value of financial instruments that are not traded in an active market is determined by using valuation techniques. These valuation techniques maximize the use of observable market data where they are available and rely as little as possible on entity specific estimates. If all significant inputs required to fair value an instrument are observable, the instrument is included in Level 2.

If one or more of the significant inputs is not based on observable market data, the instrument is included in Level 3.

The Company had financial instruments measured at fair value of $nil at December 31, 2025 (2024 – $nil).

(in thousands of US dollars, unless otherwise stated)

13 Commitments and contingencies

MRTI has entered into various agreements with its franchisees that could result in payments of up to $348 over the next five years (2024 – $502). The Company had accrued $nil as at December 31, 2025 (2024 – $nil) related to these agreements. The Company has no other significant commitments or obligations to perform services as a result of its agreements with franchisees.

14 Accrued expenses – non-affiliate

The accrued expenses – non-affiliate consists of the following:

	2025 $	2024 $
Customer discounts	18,844	11,177
Employee payables	341	220
Payroll related expenses	-	183
Sales and use tax	40	87
Other payables	149	151
	19,374	11,818

15 Selling, general and administrative expenses by nature

The selling, general and administrative expenses consists of the following:

	2025 $	2024 $
Wages and salaries	2,475	2,514
Other employee benefit costs	709	714
General contracting	1,901	1,371
Purchases consumed	730	769
Royalties	555	577
Audit fees	60	86
Other	(76)	(175)
	6,354	5,856

16 Subsequent events

The company has evaluated subsequent events through April 30, 2026, the date the financial statements were available to be issued. There were no subsequent events that required adjustment to or disclosure in the financial statements.

Michelin Retread Technologies, Inc.

(A wholly owned subsidiary of Michelin Corporation)

Financial Statements
December 31, 2024 and 2023
(in thousands of US dollars, unless otherwise stated)

Report of Independent Auditors

To the Directors of Michelin Retread Technologies, Inc.

Opinion

We have audited the accompanying financial statements of Michelin Retread Technologies, Inc. (the "Company"), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income and retained earnings, stockholder's equity and cash flows for the years then ended, including the related notes (collectively referred to as 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, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

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 for one year after the date the financial statements are available to be issued.

PricewaterhouseCoopers LLP
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T.: +1 902 491 7400, F.: +1 902 422 1166, Fax to mail: ca_halifax_main_fax@pwc.com

"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.

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

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

- Exercise professional judgment and maintain professional skepticism throughout the 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.

PricewaterhouseCoopers LLP

Chartered Professional Accountants

Halifax, Nova Scotia, Canada
April 28, 2025

Michelin Retread Technologies, Inc.

Balance Sheets

As at December 31, 2024 and 2023

(in thousands of US dollars, unless otherwise stated)

	2024 $	2023 $ (note 16)
Assets		
Current assets		
Cash and cash equivalents	11	-
Accounts receivable (note 3)	24,570	28,637
Notes receivable from affiliate – short-term (note 4)	103,256	81,474
Other assets	313	302
Other receivables due from affiliate – non-interest bearing (note 7)	15,330	26,660
Total current assets	143,480	137,073
Non-current assets		
Property, plant and equipment	15	15
Deferred tax asset	2,848	2,460
Total non-current assets	2,863	2,475
Total assets	146,343	139,548
Liabilities		
Current liabilities		
Accounts payable (note 5)	66,590	59,848
Accrued expenses – affiliate	599	1,546
Accrued expenses – non-affiliate (note 14)	11,818	11,904
Bank overdraft	-	-
Income taxes payable	3,407	3,170
Total current liabilities	82,414	76,468
Stockholder's Equity		
Capital stock (note 6)	2	2
Additional paid in capital in excess of declared value	19,998	19,998
Retained earnings	43,929	43,080
Total equity	63,929	63,080
Total liabilities and stockholder's equity	146,343	139,548

Commitments and contingencies (note 13)

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

Michelin Retread Technologies, Inc.

Statements of Income and Retained Earnings

For the years ended December 31, 2024 and 2023

(in thousands of US dollars, unless otherwise stated)

	2024 $	2023 $ (note 16)
Net revenue (note 8)	229,013	253,559
Cost of sales (note 7)	213,956	239,807
Selling, general and administrative expenses (note 15)	5,856	5,456
Total operating expenses	219,812	245,263
Operating income	9,201	8,296
Net interest income (note 7)	4,837	4,381
Income before income taxes	14,038	12,677
Income tax expense (note 9)	3,189	3,256
Net income for the year	10,849	9,421
Retained earnings – Beginning of year	43,080	33,659
Less: Dividend paid	(10,000)	-
Retained earnings – End of year	43,929	43,080

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

Michelin Retread Technologies, Inc.

Statements of Stockholder's Equity

For the years ended December 31, 2024 and 2023

(in thousands of US dollars, unless otherwise stated)

	Capital stock $ (note 6)	Additional paid in capital in excess of declared value $	Retained earnings $	Total equity $
Total as at January 1, 2023	2	19,998	33,659	53,659
Net income for the year	-	-	9,421	9,421
Total as at December 31, 2023	2	19,998	43,080	63,080
Net income for the year	-	-	10,849	10,849
Dividends paid	-	-	(10,000)	(10,000)
Total as at December 31, 2024	2	19,998	43,929	63,929

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

Michelin Retread Technologies, Inc.

Statements of Cash Flows

For the years ended December 31, 2024 and 2023

(in thousands of US dollars, unless otherwise stated)

	2024 $	2023 $
Operating activities		
Net income for the year	10,849	9,421
Adjustments to reconcile net income to net cash provided by operating activities		
Deferred income taxes (note 9)	(388)	(53)
	10,461	9,368
Changes in operating assets and liabilities		
Accounts receivable	4,067	2,991
Other assets	(11)	275
Other receivables due from affiliate – non-interest bearing	11,330	(13,340)
Accounts payable	6,742	(24,790)
Accrued expenses – affiliate and non-affiliate	(1,033)	2,124
Income taxes payable	237	2,201
Net cash generated from (used in) operating activities	31,793	(21,171)
Investing activities		
Net change in notes receivable from affiliate	(21,782)	21,182
Net cash (used in) generated from investing activities	(21,782)	21,182
Financing activities		
Increase in bank indebtedness	-	(11)
Dividends paid to shareholders	(10,000)	-
Net cash used in financing activities	(10,000)	(11)
Net change in cash during the year	11	-
Cash – Beginning of year	-	-
Cash – End of year	11	-
Supplemental cash flow information		
Income taxes paid	3,340	1,108
Cash interest received	4,839	4,381

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

(in thousands of US dollars, unless otherwise stated)

1 Description of business

Michelin Retread Technologies, Inc. (MRTI or the Company), a Delaware corporation, is a wholly owned subsidiary of Michelin Corporation (MC), a New York corporation, an indirect affiliate of Compagnie Générale des Établissements Michelin (CGEM), a French company and MRTI's ultimate parent. MRTI, formed on June 12, 1997, offers franchises of Michelin retread shops and in turn provides franchisees the ability to offer high quality truck tire retreading services using Custom-Mold™ and Pre-Mold™ tire retreading technology. As at December 31, 2024, the Company had 44 franchise locations (2023 – 46).

2 Summary of significant accounting policies

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP). The significant accounting policies are as follows.

Cash

MRTI considers all short-term highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Share capital

Ordinary shares are classified as equity.

Revenue recognition

MRTI derives its revenue from the sale of retreading equipment and parts, royalties and the sale of products to customers. In these commercial relationships, the Company acts as a principal and not as an agent. Customers have the full and complete ability to use the products for their own benefit, or to sell the products, and carry the associated inventory risk. Trade terms offered to customers are in line with normal market practices and require payment in a period appreciably shorter than one year. Accordingly, no adjustment has been made to consider the effects of a significant financing component.

Each sale to a customer represents a distinct and separate performance obligation to be fulfilled at the point in time at which control of the goods is transferred, corresponding to the loading of goods, or their delivery, in accordance with the terms of the underlying contract.

Revenue is recorded net of certain sales discounts and rebates that are considered to be payable to the customer in the future at either the end of a specified program or on the achievement of qualitative or quantitative objectives on the part of the customer. The value of these discounts and rebates is determined using the expected value method. The Company relies on an analysis of historical data and its cumulative experience with these types of arrangements to estimate the probable amount to be paid to the customer. Discounts and rebates are only recognized when it is highly probable that the outcome of the uncertainty surrounding the variable consideration will not give rise to a significant reduction in the amount of sales already booked. Liabilities associated with these arrangements are presented on the balance sheets as part of "accrued expenses – non-affiliate".

(in thousands of US dollars, unless otherwise stated)

Cost of sales

Cost of sales and services comprises the cost of purchasing product from related parties (note 7).

Trade receivable

Trade receivables are recognized initially at fair value and subsequently measured at amortized cost using the effective interest method, less impairment. When payment terms are shorter than one year, the initial fair value and the subsequent amortized cost are equal to the nominal amount.

The Company applies the simplified approach to measuring expected credit losses (ECLs), which consists of calculating the ECL over the life of the trade receivable. This model makes it possible to determine a credit loss expected at maturity for all trade receivables, as soon as they are recognized. ECLs are based on customer payment patterns that have been observed over 36 months and trade credit losses historically recorded during this period, adjusted for available customer-specific forward looking information.

An impairment loss is also recognized in the presence of objective indications that the Company will not be able to recover all amounts due according to the terms of the initial transaction. Bankruptcies, the legal processes of protection against creditors, cases of insolvency and late payments of more than six months are all indicators that suggest that a commercial debt may be impaired. The amount of the impairment loss is the difference between the carrying amount of the asset and the discounted value at the initial effective interest rate of the estimated future receipts. Before recognizing an impairment, the quality of the guarantees potentially obtained must be assessed, as well as the capacity to implement them.

Income taxes

MRTI's results of operations are included in the consolidated tax return of MC. MRTI and MC have entered into a tax sharing agreement, which generally provides that the consolidated tax provision or benefit and related tax payments or refunds are allocated to MRTI and the other members of the consolidated group as if each company had filed a separate return. MRTI's deferred tax expense equals the change in its net deferred tax asset during the year, as determined on a separate return basis. The tax sharing agreement provides for MRTI to receive a current benefit for its tax loss carryforwards that can be utilized by the consolidated group.

Estimates used in the preparation of financial statements

US GAAP requires management to make estimates and assumptions in the preparation of financial statements. These estimates and assumptions are used in calculating the reported amounts of certain assets, accrued liabilities, contingent assets and liabilities, revenue and expenses as at the date and during the reporting period of the financial statements. Actual results could differ from those estimates. Changes in facts and circumstances may alter such estimates and affect results of operations and the balance sheet in future years.

(in thousands of US dollars, unless otherwise stated)

Changes in significant accounting policies

There are no new standards, amendments or interpretations to existing standards that have been published and are applicable for the accounting periods beginning on or after January 1, 2024, which are expected to have a material impact on the Company's operations.

3 Accounts receivable

The accounts receivable consist of the following:

	2024 $	2023 $
Trade receivables – non-affiliate	9,584	12,443
Trade receivables – affiliates	15,026	16,234
Allowance for doubtful accounts	(40)	(40)
	24,570	28,637

4 Notes receivable from affiliate

An inter-company current account cash management agreement was entered into with MNAI on June 22, 2010. The agreement was created to diminish financial costs and help achieve economic goals. The inter-company current account records all transactions between the parties resulting from cash pooling, according to which the bank account balance of MRTI is transferred to MNAI's bank account on a daily basis to bring MRTI's balance to zero. The offset of the transfer is reflected by a loan/deposit between parties, recorded on the inter-company current account held by MRTI in the books of MNAI. The Company was due $103,256 as at December 31, 2024 (2023 – $81,474). The interest rate is based on the secured overnight financing rate (SOFR) USD rate. The applicable SOFR as at December 31, 2024 was 4.29%. The Company earned interest income of $4,839 under this agreement in 2024 (2023 – $4,381).

5 Accounts payable

Accounts payable consist of the following:

	2024 $	2023 $
Trade payables – third party	(41)	33
Trade payables – affiliates	66,631	59,815
	66,590	59,848

(in thousands of US dollars, unless otherwise stated)

6 Capital stock and dividends (amounts not in thousands of dollars)

As at December 31, 2024, there were 3,000 (2023 – 3,000) authorized shares of common stock with no par value and a stated value of $1 per share; 2,000 shares were issued and outstanding (2023 – 2,000). Dividends are paid at the discretion of the Board of Directors. There were $10,000 dividends paid in 2024 (2023 – $nil).

7 Related party transactions

The Company enters into multiple transactions in the normal course of business for the sale and purchase of goods and services with various Michelin entities (entities that are owned, controlled or significantly influenced by CGEM). Most significantly, MRTI has a business relationship with and makes regular purchases of rubber products, retreading equipment and parts from MNAI.

Transactions and balances between the Company and its related parties are as follows:

	2024 $	2023 $
Statements of income and retained earnings		
Net revenue	105,730	148,731
Interest income	4,839	4,381
Cost of sales	213,956	239,807
Selling, general and administrative expenses	2,881	2,241
Balance sheets		
Accounts receivable	15,026	16,234
Notes receivable from affiliate – short-term	103,256	81,474
Other receivables due from affiliate – non-interest bearing	15,330	26,660
Accounts payable	66,631	59,815
Accrued expenses – affiliate	600	1,546

8 Net revenue

	2024 $	2023 $
Sales of finished product to franchisees	271,469	289,573
Sales of retreading equipment and parts to franchisees	1,149	6,100
Other	5,170	5,766
Rebates on sales	(48,775)	(47,880)
	229,013	253,559

(in thousands of US dollars, unless otherwise stated)

9 Income taxes

The components of the provision for income taxes are as follows:

	2024 $	2023 $
Current		
Federal and state	3,576	3,310
Deferred		
Federal and state	(387)	(54)
Income tax expense	3,189	3,256

The difference between the reported income tax benefit and the amount derived by applying the statutory tax rate of 24.59% (2023 – 24.66%) to pre-tax income is due to state income taxes and changes in the amount allocated to the Company from the tax sharing agreement from amounts previously recorded.

The liability method of accounting for deferred income taxes requires a valuation allowance against deferred tax assets if, based on the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. The Company has established that no valuation allowance is necessary against deferred tax assets as at December 31, 2024 (2023 – $nil).

The Company has determined that there are no significant uncertain tax positions or unrecognized tax benefits. Therefore, no uncertain taxes payable, unrecognized tax benefits, interest or penalties related to uncertain taxes have been recorded for the current or prior years.

Reconciliation of the Company's effective income tax rate:

	2024 $	2023 $
Income before income taxes	14,038	12,677
Tax calculated using tax rate applicable to income of 24.59% (2023 – 24.66%)	3,452	3,126
Tax effect from		
Permanent differences	(158)	(218)
Other items	(105)	348
Income tax expense	3,189	3,256

(in thousands of US dollars, unless otherwise stated)

10 Concentrations of credit risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist of accounts receivable. MRTI's current and expected customer base includes its franchisees that are primarily tire distributors. The Company reviews a customer's credit history before extending credit and may take a purchase money security interest in the assets of the customer based on the Company's assessment of a customer's credit risk. Allowance for possible losses as at December 31, 2024 was $40 (2023 – $40).

11 Long-term lease commitments

The Company leased certain real estate and equipment to MNAI. Total rental income included in operations for the year ended December 31, 2024 was $nil (2023 – $nil).

In addition, the Company leases equipment from MNAI, which it then subleases to its franchisees under the terms of long-term lease agreements. The future minimum rental income and expenses related to these agreements are nominal.

12 Fair value of financial instruments

Assets and liabilities measured at fair value are classified using the following hierarchy, which is based on the transparency of inputs to the valuation as of the measurement date:

- Level 1: Quoted prices in active markets for identical assets or liabilities;
- Level 2: Inputs, other than quoted prices included within Level 1, that are observable for the asset or liability or similar assets or liabilities, either directly or indirectly, for substantially the full term of the financial instruments; and
- Level 3: Inputs for the asset or liability that are not based on observable market data (that is, unobservable inputs) that are significant to the fair value measurement.

The fair value of financial instruments traded in active markets is based on quoted market prices as at the balance sheet dates. A market is regarded as active if quoted prices are readily and regularly available from an exchange, dealer, broker, industry group, pricing service or regulatory agency and those prices represent actual and regularly occurring market transactions on an arm's length basis. The quoted market price used for financial assets held by the Company is the current bid price. These instruments are included in Level 1.

The fair value of financial instruments that are not traded in an active market is determined by using valuation techniques. These valuation techniques maximize the use of observable market data where they are available and rely as little as possible on entity specific estimates. If all significant inputs required to fair value an instrument are observable, the instrument is included in Level 2.

(in thousands of US dollars, unless otherwise stated)

If one or more of the significant inputs is not based on observable market data, the instrument is included in Level 3.

The Company had financial instruments measured at fair value of $nil as at December 31, 2024 (2023 – $nil).

13 Commitments and contingencies

MRTI has entered into various agreements with its franchisees that could result in payments of up to $502 over the next five years (2023 – $667). The Company had accrued $nil as at December 31, 2024 (2023 – $nil) related to these agreements. The Company has no other significant commitments or obligations to perform services as a result of its agreements with franchisees.

14 Accrued expenses – non-affiliate

The accrued expenses – non-affiliate consists of the following:

	2024 $	2023 $
Customer discounts	11,177	11,024
Employee receivables	220	308
Payroll related expenses	183	155
Sales and use tax	87	349
Other payables	151	68
	11,818	11,904

15 Selling, general and administrative expenses by nature

The selling, general and administrative expenses consists of the following:

	2024 $	2023 $
Wages and salaries	2,514	2,304
Other employee benefit costs	714	624
General contracting	1,371	847
Purchases consumed	769	821
Royalties	577	614
Audit fees	86	55
Other	(175)	191
	5,856	5,456

(in thousands of US dollars, unless otherwise stated)

16 Comparative figures

It was determined that accrued customer rebates were overstated by $9,807 for the year ended December 31, 2023 and the comparative figures have been revised. An adjustment to cost of sales was required for tax regularization of this adjustment. The revision had the following impact on the balance sheets and statements of income and retained earnings for the year ended December 31, 2023:

	As reported $	Revision $	As revised $
Balance sheets			
Accrued expenses – non-affiliate	21,711	(9,807)	11,904
Notes receivable from affiliate – short-term	91,838	10,364	81,474
Retained earnings	43,638	(558)	43,080
Statements of income and retained earnings			
Net revenue	243,752	9,807	253,559
Cost of sales	229,441	10,366	239,807
Income before income taxes	13,235	(558)	12,677
Provision for current tax expense	3,256	-	3,256
Net income for the year	9,979	(558)	9,421

EXHIBIT H

STATE ADDENDA TO THE

MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT

No Waiver or 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, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF CALIFORNIA

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

Section 20000 through 20043 of the California Business and Professions Code ("Franchise Relations Act") provides rights to the Franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with these sections of the Franchise Relations Act, the Franchise Relations Act will control.

The Franchise Relations Act provides rights to the Franchisee concerning covenants not to compete which extend beyond the termination of the Franchise. If the Franchise Agreement contains a provision that is inconsistent with the Franchise Relations Act, the Franchise Relations Act will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement requires application of the laws of South Carolina. This provision may not be enforceable under California law.

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a form outside the State of California.

You must sign a general release if you renew or transfer your franchise. California Corporations Code § 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code § § 31000 through 31516). Business and Professions Code § 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code § § 20000 through 20043).

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF HAWAII

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL A FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OF SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF ILLINOIS

The following paragraph is hereby added to Item 17:

Sec. 705/4 of the Illinois Franchise Disclosure Act of 1987 provides that "any provision in a franchise/Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void."

For choice of law purposes, Illinois law governs the Franchise Agreement. The provisions of the Agreement concerning governing law, jurisdiction, and venue shall not constitute a waiver of any right conferred on you by Illinois law.

Section 4 of the Illinois Franchise Disclosure Act states that "Any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of this state is void provided that a franchise agreement may provide for arbitration in a forum outside of this state."

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.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF INDIANA

Notwithstanding anything to the contrary set forth in the MRTI Disclosure Document, the following provisions shall supersede and apply to all Franchises offered and sold in the State of Indiana.

1. Item 12 is modified by adding the following at the end of Item 12:

   Indiana Code Sections 23-2-2.7-1(2) and 2(4) (the "Code") provide that it is unlawful for a franchise agreement to contain a provision allowing the franchisor to compete unfairly with the franchisee within a reasonable area. Section 2.03 of the Franchise Agreement permits us to use our discretion in locating and operating Michelin Retread Service Centers anywhere in the world. To the extent of any conflict between Section 2.03 of the Franchise Agreement and the Code, the Code shall prevail.

2. The Summary Column of Item 17(c) is modified by the addition of the following language at the end of the paragraph:

   "other than claims arising under Indiana Deceptive Franchise Practice Act."

3. Item 17(t) Summary Column is revised as follows:

   Only the disclosure document, terms of the Franchise Agreement and executed amendments to the Franchise Agreement are binding (subject to state law). Any other agreements, whether oral or written, are not enforceable.

4. Item 17(v) is not applicable under the Indiana Deceptive Trade Practices Act.

5. Regarding Item 17(w), Indiana franchise laws apply even though South Carolina law applies generally.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MARYLAND

The following provisions will supersede any contrary provisions of the MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT and will apply to all Franchises offered and sold in the State of Maryland:

The Franchise Agreement provides for termination upon bankruptcy (See Item 17h). This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

Pursuant to COMAR 02.02.08 16L, the general release required as a condition of purchase, renewal and/or assignment/transfer (See Item 17m) shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any clause(s) referencing choice of forum (See Item 17w) is not applicable to claims arising under the Maryland Franchise Registration and Disclosure Law. You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

THIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT OF MICHELIN RETREAD TECHNOLOGIES, INC. REFLECTS CERTAIN REQUIREMENTS OF THE STATE OF MICHIGAN. IT IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE FEDERAL TRADE COMMISSION, AND SHOULD BE REVIEWED IN CONJUNCTION WITH THE FRANCHISE OFFERING CIRCULAR, OF WHICH THIS IS MADE A PART.

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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

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

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

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

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

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

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

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

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

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

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

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

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:

Franchise Administrator
Corporate Oversight Division
Michigan Department of Attorney General
525 W. Ottawa Street
Lansing, Michigan 48913
(517) 335-7567

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C; or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases):

- 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
- that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). 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.

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J). Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT AS REQUIRED BY THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT D OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following language is added to the end of Item 3 of the Franchise Disclosure Document:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, that are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject

to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following language is added to the end of the "Summary" sections of Item 17(c), titled Requirements for a franchisee to renew or extend, and Item 17(m), titled Conditions for franchisor approval of transfer:

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d) of the Franchise Disclosure Document, titled Termination by franchisee:

> You may terminate the agreement on any grounds available by law.

5. The following language is added to the end of the "Summary" sections of Item 17(v), titled Choice of forum, and Item 17(w), titled Choice of law:

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchisee Questionnaires and Acknowledgements. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts. Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT AS REQUIRED BY THE STATE OF RHODE ISLAND

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

§ 19-28.1-15 of the Rhode Island Franchise Investment Act provides that "A condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this act or a rule or order under this act is void. An acknowledgment provision, disclaimer or integration clause or provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this act or a rule or order under this act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this act."

**ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC.
FRANCHISE DISCLOSURE DOCUMENT AS REQUIRED
BY THE STATE OF VIRGINIA**

In recognition of the restrictions contained in Section 13.1564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Michelin Retread Technologies, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

1. Item 17.h. of the Franchise Disclosure Document shall be amended to add the following:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the "**Act**"), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

2. Item 17.r. of the Franchise Disclosure Document shall be amended to add the following:

Effective as of July 1, 2026, under subdivision A 4 of § 13.1-563 of the Act, it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

3. Item 17.w. of the Franchise Disclosure Document shall be amended to add the following:

Effective as of July 1, 2026, under subsection D of § 13.1-559 of the Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT AS REQUIRED BY THE STATE OF WISCONSIN

REGISTRATION OF THIS FRANCHISE IN WISCONSIN DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT.

The conditions under which the Franchise Agreement can be terminated or not renewed may be affected by the Wisconsin Fair Dealership Law, Wisconsin Statutes 1981-82, Title XIV-A, Chapter 135.

EXHIBIT I

RIDERS TO THE MICHELIN® COMMERCIAL SERVICE NETWORK™ FRANCHISE AGREEMENT

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE AGREEMENT PURSUANT TO THE ILLINOIS FRANCHISE REGISTRATION AND DISCLOSURE LAW

This Rider forms a part of the aforesaid FRANCHISE AGREEMENT, dated _____, as if the contents hereof were set forth therein.

The last sentence of Section 2.01 of the Franchise Agreement is deleted.

Sections 16.01 and 16.02 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

Section 4 of the Illinois Franchise Disclosure Act provides that the designation of jurisdiction or venue in a forum outside of Illinois is void, except that the designation of arbitration in a forum outside of Illinois is permissible. In Illinois, the Illinois Franchise Disclosure Act shall prevail in construing and enforcing Sections 17.01, 17.02 and 17.18 of the Franchise Agreement.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of this Act is void."

Section 17.13 of the Franchise Agreement is deleted in its entirety.

To the extent this Rider shall be deemed to be inconsistent with any term or conditions of said Franchise Agreement or Exhibits or attachments thereto, the terms of the Illinois Franchise Disclosure Act as stated in this Rider shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Rider, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of , 20___.

FRANCHISEE

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

MICHELIN RETREAD TECHNOLOGIES, INC.,
a Delaware Corporation

By:_____

Title:_____

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE AGREEMENT PURSUANT TO THE INDIANA FRANCHISE DISCLOSURE LAW AND THE INDIANA DECEPTIVE FRANCHISE PRACTICES ACT

This Rider to the MRTI Franchise Agreement by and between MICHELIN RETREAD TECHNOLOGIES, INC. and Franchisee is dated _____, 20 ____.

1. Indiana Code Sections 23-2-2.7-1(2) and 2(4) (the "Code") provide that it is unlawful for a franchise agreement to contain a provision allowing the franchisor to compete unfairly with the franchisee within a reasonable area. To the extent of any conflict between Section 2.03 of the Franchise Agreement and the Code, the Code shall prevail.

2. Section 12.02(f) of the Franchise Agreement is amended by the inclusion of the following language:

> Any general release is exclusive of any claims arising under the Indiana Deceptive Franchise Practices Act.

3. Section 15.02 of the Franchise Agreement is modified by adding the following sentence at the end of the Section:

> The indemnification provided in this Section 15.02 shall not apply to the extent (i) that liabilities are caused by Franchisee's proper reliance on or correct use of procedures specified, and materials provided, by MRTI; or (ii) of MRTI's negligence.

4. Section 17.01 of the Franchise Agreement is modified as follows:

> Indiana Franchise Acts will prevail in the event of any conflict of laws.

5. Section 17.04 of the Franchise Agreement shall be deleted and the following provision shall be substituted for Section 16.03 of the agreement.

> **17.04 Injunctive Relief**. MRTI may seek to obtain at any time in any court of competent jurisdiction any injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause MRTI irreparable harm. MRTI may have such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and Franchisee's sole remedy in the event of the entry of such injunction, shall be the dissolution of such injunction, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). Franchisee and each of its Owners acknowledges that any violation of Section 9, 10, 12.02(i) or 14.02 would result in irreparable injury to MRTI for which no adequate remedy at law may be available. Accordingly, Franchisee and each of its Owners agrees that the existence of any claims Franchisee or any of its Owners may have against MRTI, whether or not arising herefrom, shall not constitute a defense to the enforcement of any of those Sections.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this addendum concurrently with the execution of the Franchise Agreement on the day and year first above written.

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____ (Signature)	By: _____
_____ (Print Name)	Title: _____
_____ (Signature)	
_____ (Print Name)	

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC.
FRANCHISE AGREEMENT PURSUANT TO
THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW

This Rider to the Franchise Agreement by and between MICHELIN RETREAD TECHNOLOGIES, INC. and Franchisee is dated _____, 20____.

1. The following language shall be added to Sections 2.04 and 12.02(f):

   Pursuant to COMAR 02.02.08. 16L, any general release, estoppel or waiver of liability required as a condition of purchase, renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following language shall be added to Sections 2.04 and Sections 17.15:

   Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure law requires us to file an irrevocable consent to be sued in Maryland. Section 17.02 requires that the judicial district in which we have our principal place of business (presently Greenville, South Carolina) shall be the venue and forum to adjudicate disputes between you and MRTI. To the extent there is a conflict between Section 14-216(c)(25) and Section 17.02, Section 14-216(c)(25) shall control. Franchisee may sue in Maryland for claims under the Maryland Franchise Registration and Disclosure Law; provided, however that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

4. Section 14-226 of the Maryland Franchise Registration and Disclosure law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. To the extent there is a conflict between Section 14-226 and Sections 17.13 and 17.14, Section 14-226 shall control. It being hereby understood and agreed that any representation, release, waiver or agreement by franchisee contained in Sections 17.13 and 17.14 is not intended, nor shall such representation, release, waiver or agreement act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure law.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Agreement shall remain in full force and effect in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Rider, understands and consents to be bound by all of its terms, and agrees it shall become effective the ___ day of _____ 20___.

FRANCHISEE

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

MICHELIN RETREAD TECHNOLOGIES, INC.,
a Delaware Corporation

By:_____

Title:_____

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE AGREEMENT PURSUANT TO THE MINNESOTA FRANCHISE DISCLOSURE LAW

This Rider to the Franchise Agreement by and between MICHELIN RETREAD TECHNOLOGIES, INC. and Franchisee is dated _____, 20 ____.

1. Section 9.04 is amended by adding the following:

   The franchisor will protect the franchisee's right 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.

2. Section 12.02(f) is amended by adding the following:

   Under Minn. Rule 2860.4400D, MRTI is prohibited from requiring Franchisee to sign a general release.

3. Section 13 is amended by adding the following:

   With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.,14 Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

4. Sections 17.01 and 17.02 is amended by adding the following:

   Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J prohibit MRTI from requiring litigation to be conducted outside of Minnesota. In addition, nothing in this agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to the procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. Section 17.04 is amended by adding the following:

   Under Minn. Rule 2860.4400J, a franchisee cannot waive any rights, and the franchisee cannot consent to the franchisor obtaining injunctive relief, although the franchisor may seek injunctive relief. The court will also determine whether a bond is required.

6. Section 17.06 is amended as follows:

   Minnesota Rule 2860.4400J prohibits the waiver of a jury trial.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____ (Signature)	By: _____
_____ (Print Name)	Title: _____
_____ (Signature)	
_____ (Print Name)	

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE AGREEMENT PURSUANT TO THE NEW YORK FRANCHISE DISCLOSURE LAW

This Rider forms a part of the aforesaid FRANCHISE AGREEMENT, dated _____, as if the contents hereof were set forth therein.

Whenever the provisions of this Rider conflict with provisions contained elsewhere in this Franchise Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

1. Notwithstanding anything to the contrary in the Franchise Agreement, the following language shall be added to Section 12.02(f):

> Provided, however, that all rights enjoyed by the Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, section 687.4 and 687.5 be satisfied.

2. The following language shall be added to Section 12.06:

> However, no assignment shall be made except to an Assignee who in the good faith judgment of Franchisor, is willing and able to assume Franchisor's obligations under this Agreement.

3. The first line in Section 17.04 of the Franchise Agreement shall be amended to read as follows:

> "17.04 Injunctive Relief. MRTI may seek to obtain at any time in any court of competent jurisdiction ..."

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____ (Signature)	By: _____
_____ (Print Name)	Title: _____
_____ (Signature)	
_____ (Print Name)	

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE AGREEMENT AS REQUIRED BY THE STATE OF RHODE ISLAND

This Rider forms a part of the aforesaid FRANCHISE AGREEMENT, dated _____, as if the contents hereof were set forth therein.

Whenever the provisions of this Rider conflict with provisions contained elsewhere in this Franchise Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

§ 19-28.1-15 of the Rhode Island Franchise Investment Act provides that "A condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this act or a rule or order under this act is void. An acknowledgment provision, disclaimer or integration clause or provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this act or a rule or order under this act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this act."

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____ (Signature)	By: _____
_____ (Print Name)	Title: _____
_____ (Signature)	
_____ (Print Name)	

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC.
FRANCHISE AGREEMENT AS REQUIRED
BY THE STATE OF VIRGINIA

THIS RIDER IS TO BE SIGNED ONLY IF THE FRANCHISE AGREEMENT TO WHICH IT RELATES IS SIGNED ON OR AFTER JULY 1, 2026.

This Rider to the Franchise Agreement by and between MICHELIN RETREAD TECHNOLOGIES, INC. and Franchisee is dated _____, 20 ____.

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____ that has been signed at the same time as this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because the Service Center will be located in Virginia.

2. Effective July 1, 2026, the Virginia Retail Franchising Act provides as follows:

> Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.
>
> Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

To the extent the Franchise Agreement includes any provision that is wholly or partially unlawful under Virginia law, the unlawful portions of the provision will be deemed to be severed from, and not to be a part of, the Franchise Agreement to the extent they are unlawful. However, any remaining lawful portions of the provision may be fully enforced.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____	By: _____
(Signature)	
_____	Title: _____
(Print Name)	
_____	
(Signature)	
_____	
(Print Name)	

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider concurrently with the execution of the Franchise Agreement on _____.

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____ (Signature)	By: _____
_____ (Print Name)	Title: _____
_____ (Signature)	
_____ (Print Name)	

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE AGREEMENT AS REQUIRED BY THE STATE OF WISCONSIN

This Rider forms a part of the aforesaid FRANCHISE AGREEMENT, dated _____, as if the contents hereof were set forth therein.

Whenever the provisions of this Rider conflict with provisions contained elsewhere in this Franchise Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

The conditions under which this Agreement can be terminated or renewed are set forth in the Wisconsin Fair Dealership Law, Wisc. Stat. 1981-82, Title XIV-A, Chapter 135.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider concurrently with the execution of the Franchise Agreement on

FRANCHISEE

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

MICHELIN RETREAD TECHNOLOGIES, INC.,
a Delaware Corporation

By:_____

Title:_____

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, 2026
Illinois	April 30, 2026
Indiana	April 30, 2026
Maryland	Pending
Michigan	April 30, 2026
Minnesota	Pending
New York	April 30, 2026
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT J

RECEIPT (FRANCHISEE COPY)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully.

If Michelin Retread Technologies, Inc. ("MRTI") offers you a franchise, it must provide this disclosure document to you at least 14 calendar days before you sign a binding agreement with or make any payment to MRTI or an affiliate in connection with the proposed franchise sale (or sooner if required by applicable state law).

New York 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 Michelin Retread Technologies, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit D.

The franchisor is Michelin Retread Technologies, Inc., 101 Harrison Bridge Road, Simpsonville, South Carolina 29681, (864) 627-5631.

The franchise seller(s) for this offering is(are):

Name	Principal Business Address	Telephone Number

Issuance date: April 30, 2026.

I received a disclosure document dated April 30, 2026 that included the following Exhibits:

A. Franchise Application
A-1 Confidentiality, Non-Use and Non-Disclosure Agreement
B. Franchise Agreement with Schedules and Exhibits
B-1 Personal Guaranty of Franchisee's Obligations
B-2 Personal Covenants
C. Non-Exclusive Software License and Equipment License
D. List of State Agencies/Agents for Service of Process
E Lists of Franchisees and Affiliate-Owned Service Centers
F. Operating Manual Table of Contents
G. Financial Statements
H. State Addenda to the Franchise Disclosure Document
I. Riders to the MICHELIN® Commercial Service Network™ Franchise Agreement
J. Receipts

Signature:_____ Date (do not leave blank)

Printed Name:_____

Individually and on behalf of the following entity:
Entity Name:_____

EXHIBIT J

RECEIPT (MRTI COPY)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully.

If Michelin Retread Technologies, Inc. ("MRTI") offers you a franchise, it must provide this disclosure document to you at least 14 calendar days before you sign a binding agreement with or make any payment to MRTI or an affiliate in connection with the proposed franchise sale (or sooner if required by applicable state law).

New York 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 Michelin Retread Technologies, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit D.

The franchisor is Michelin Retread Technologies, Inc., 101 Harrison Bridge Road, Simpsonville, South Carolina 29681, (864) 627-5631.

The franchise seller(s) for this offering is(are):

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D. List of State Agencies/Agents for Service of Process
E Lists of Franchisees and Affiliate-Owned Service Centers
F. Operating Manual Table of Contents
G. Financial Statements
H. State Addenda to the Franchise Disclosure Document
I. Riders to the MICHELIN® Commercial Service Network™ Franchise Agreement
J. Receipts

Signature:_____ Date (do not leave blank)

Printed Name:_____

Individually and on behalf of the following entity:
Entity Name:_____