FRANCHISE DISCLOSURE DOCUMENT

Snap-on Tools Company LLC, a Delaware Limited Liability Company
2801 80th Street
Kenosha, Wisconsin, 53143
262.656.5200
franchiseinfo@snapon.com
www.snapon.com

Snap-on Tools Company LLC ("Snap-on") offers a license to operate a franchised mobile store selling high quality repair and diagnostic tools and equipment. Snap-on manufactures and/or distributes these tools and equipment to professional mechanics and other tool users throughout the United States.

The total investment necessary to begin operation will range from $201,433 to $465,436 (*See* Item 7). This includes $140,400 to $158,400 that must be paid to Snap-on or an affiliate (*See* Item 5).

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Franchise Administration at 262.656.7949.

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

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, D.C., 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

This disclosure document is issued on February 10, 2023.

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 Appendixes E and F.
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 Appendixes 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 Snap-on 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 Snap-on franchisee?	Item 20 or Appendixes E and F list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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. The franchise agreement requires mandatory arbitration of all claims in the jurisdiction where your Regional Sales Office will be located, and these claims will be governed exclusively by the Federal Arbitration Act. At your request, these claims will be arbitrated in your home 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.

For Use in Maine
DISCLOSURES REQUIRED BY MAINE LAW

The information contained in this disclosure document has not been verified by the State of Maine. The State has not reviewed and does not approve or endorse any business opportunity. The disclosure document contains information which should be carefully read before agreeing to purchase a business opportunity.

For Use in Michigan
NOTICE REQUIRED BY THE STATE OF MICHIGAN

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 of 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 furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising 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:

1. The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

2. The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

4. 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 shall be directed to the Office of the Attorney General, Consumer Protection Division, Attn: Franchise Section, G. Mennen Williams Building, 1st Floor, 525 West Ottawa Street, Lansing, Michigan, 48913, 517.373.7117.

For Use in North Carolina
DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The franchisor is Snap-on Tools Company LLC, a Delaware limited liability company whose principal business address is 2801 80th Street, Kenosha, Wisconsin, 53143. The franchisor will be referred to as "Snap-on", "we", "us" or "our" and we will refer to the corporation, limited liability company or other approved legal entity who buys the franchise as "you" or "your" throughout this disclosure document. References to "you" or "your" also includes, where relevant, the principal owner or owners of that company. We intend to do business related to this offering under the names "Snap-on" and "Snap-on Tools."

Our parent corporation is Snap-on Incorporated, a Delaware corporation, whose principal business address is 2801 80th Street, Kenosha, Wisconsin, 53143.

The names and principal business addresses of our affiliates which may provide you with products or services are:

Snap-on Credit LLC
("Snap-on Credit")
950 Technology Way, Suite 301
Libertyville, Illinois, 60048

Snap-on SecureCorp, Inc.
("Snap-on SecureCorp")
2801 80th Street
Kenosha, Wisconsin, 53143

Snap-on Equipment, Inc.
("Snap-on Equipment")
2801 80th Street
Kenosha, Wisconsin, 53143

Our predecessors are Snap-on Incorporated and Snap-on Tools Company, a Wisconsin corporation, whose principal business address was 2801 80th Street, Kenosha, Wisconsin, 53143.

Our agents for service of process are disclosed in Appendix K.

The information presented is current as of the date of this disclosure document, but is subject to change.

Snap-on's Business. In 1920, the Snap-on Wrench Company was formed in Milwaukee, Wisconsin, to develop and market interchangeable sockets for various wrench handles in place of separate handles for each socket size. The company evolved through various entities and name changes to become Snap-on Incorporated, our predecessor and currently our sole member. During its first 25 years in business, Snap-on Incorporated sold its products through a sales staff employed by Snap-on Incorporated. Beginning in approximately 1945, these sales people became independent contract distributors, rather than employees, who purchased their inventory from Snap-on Incorporated and who were responsible for all costs of operating their business. Snap-on Incorporated distributed its products through independent distributors ("Independents") for approximately 45 years, and then modified its program to be a franchise in 1990.

We (directly and through our affiliates) offer a product line including a broad range of hand and power tools, tool storage, saws and cutting tools, pruning tools, vehicle service diagnostics equipment, vehicle service software, vehicle service equipment, including wheel service, safety-testing and collision repair equipment, vehicle service information, business management systems, equipment repair services, and other tool and equipment solutions. Customers include automotive technicians, vehicle service centers, manufacturers, industrial tool and equipment users and those involved in commercial applications such as construction, electrical and agriculture. These products and services are distributed through sales personnel employed by us or Snap-on Incorporated and our affiliates,

independent sales personnel, independent distributors, or, in the case of certain products and services which are **Products** (defined below), Snap-on franchisees and Independents.

We also conduct business through company mobile stores, which are operated similarly to the operation of the franchise we are offering to you. They service the same type of customers as you will service. As of December 31, 2022, our company mobile stores comprised approximately 4.08% of all Snap-on mobile stores. Snap-on may increase or reduce the number of company owned stores in the future. These stores pilot new sales and promotional ideas prior to introducing them to our franchisees and service customers in select new and open routes.

The Snap-on Program. We grant franchises of the type described in this disclosure document. The franchise offering is for a 10-year license (in the case of a Renewal Franchise, a five-year license) to operate a Snap-on mobile store through a Snap-on Tools Franchise Agreement (the "Franchise Agreement") between a franchisee and Snap-on. We make available to our existing franchisees who qualify, the opportunity to purchase an additional franchise (the "Additional Franchise").

The license under the Franchise Agreement grants you the right to purchase **Products**, which are defined to mean tools and equipment we manufacture and/or distribute to our franchisees and Independents at a discount from suggested prices. Our product line contains more than 55,000 items, including over 8,000 items that we purchase and then distribute to franchisees and Independents through our distribution centers. This license also grants you the right to resell the **Products** at prices of your choice to customers at business locations or "stops" identified on an assigned List of Calls ("List of Calls") attached to your Franchise Agreement (*See* Item 12). The most efficient way for you to service your customers is for you to establish a relationship with your customers and potential customers at stops on the List of Calls and to be the only Snap-on franchisee servicing a stop. While you will have the right to sell to customers at stops on the List of Calls, you do not have any property rights or ownership interest in the List of Calls or the customers at stops on the List of Calls.

In addition to the rights described above, you will have all the benefits of the Snap-on Program, which is a program for selling and servicing high quality tools and equipment (the "Snap-on Program"). The distinguishing features of the Snap-on Program, in addition to the **Products**, include: special confidential techniques for selling the **Products**; signs, emblems, trade names, trademarks and service marks; instructional materials and training courses; and the Franchise Brand Handbook (the "Brand Handbook"), and Snap-on Credit Program Manual, as well as other manuals that are made available to you by us or our affiliates. We may change, improve or develop the features of the Snap-on Program during the term of your Franchise Agreement. The valuable goodwill and favorable reputation of the Snap-on Program belongs to us, and while you will have the benefit of the goodwill and reputation during the time you are a franchisee, you will acquire no property rights or ownership interest in such goodwill or reputation, all of which at all times belong to us. The Franchise Agreement is attached to this disclosure document as Appendix I.1.A. The principal owner or owners of the franchise will be required to sign the Owner's Guaranty of Franchisee's Obligations attached to this disclosure document as Appendix I.1.B. You will also sign an Addendum to the Franchise Agreement to reflect differences in the program described in this disclosure document in the following situations: (i) you are exercising an option to renew under an expiring Franchise Agreement ("Renewal Franchise"), (ii) you are purchasing assets from an existing franchisee, which meets the transfer requirements of Snap-on ("Transfer Franchise") other than as an existing franchisee adding an additional franchise, (iii) you are converting an additional van to a franchise or purchasing an additional franchise ("Additional Franchise") including adding an additional franchise by purchasing assets from an existing franchisee, (iv) the principal owner of the franchisee is a veteran honorably discharged from the United States Armed Forces and purchasing your initial franchise, (v) you are financing your franchise with a lender who obtains a Small Business Administration loan guarantee, or (vi) the interest in your company is owned by a trust. These Addenda are attached as Appendix I.1.C.1 through I.1.C.6.

The primary market for the **Products** is full-time professional mechanics and other customers who furnish their own tools in the normal course of their business. We are only one of many sources of tools and equipment in this market. You will compete with all other sellers of similar merchandise, including sellers who visit customers at their workplaces, and various other distributors, direct sellers and retail outlets, as well as sellers who utilize electronic commerce. Your ability to compete is dependent on, among other things, the effort you put into your business, the service you render, your merchandising efforts, your sales ability, your management of resources and your business and personal expenses.

There are no regulations specific to the industry in which we do business. We do not undertake to provide you with a comprehensive list of general laws applicable to your business, however, Federal and/or state driver's license and motor carrier regulations will apply to you. Since this will vary based on the state or states in which you will drive, you will need to research the specific application of these requirements to you. In connection with these regulations you may be subject to periodic alcohol and drug testing. Some additional examples of laws and regulations that have application are local, state and federal laws on business and vehicle licensing and registration, zoning restrictions, as well as parking, vehicle weight limitations, any applicable hazardous material transportation and pollution laws, and cybersecurity and data privacy laws. There may be other laws applicable to your business (including those relating to home-based businesses or the credit you grant). We urge you to make inquiries to your advisors, including your lawyer and accountant, about applicable laws and understand how you will comply with them prior to signing a Franchise Agreement.

Affiliates and Other Business Experience. Snap-on Tools of Canada Co. began offering franchises in Canada for the same type of business offered by this disclosure document in the fall of 1993. The following additional Snap-on affiliates sell tools and equipment through franchises or similar methods of distribution in the following countries:

Snap-on U.K. Holdings Limited (United Kingdom and Ireland)
SNA Germany GmbH (Germany)
Snap-on Tools (Australia) Pty. Ltd. (Australia)
Snap-on Tools (New Zealand) Limited (New Zealand)
Snap-on Tools Japan K.K. (Japan)
Snap-on Tools B.V. (Netherlands and Belgium)
Snap-on Africa (Proprietary) Limited (South Africa)

Except for these affiliates, neither we nor any of our other affiliates have offered franchises in any line of business other than the offering of Snap-on franchises, as described above. Snap-on Credit, Snap-on Equipment and Snap-on SecureCorp have not conducted a business of the type to be operated by franchisees.

ITEM 2
BUSINESS EXPERIENCE

The following information relates to Snap-on's: (a) directors, (b) principal officers required to be disclosed in this disclosure document, and (c) other individuals who have management responsibility relating to the sale or operation of the franchises offered by this disclosure document. Except as noted below, we employed each of these persons in our Kenosha offices.

DIRECTORS:

Director: Nicholas T. Pinchuk
Mr. Pinchuk has been a Director of Snap-on since April 2007. He was also elected to the Board of Snap-on Incorporated in April 2007, and has served as Chairman of the Board since April 2009. Mr. Pinchuk has served as President and Chief Executive Officer of Snap-on Incorporated since

December 2007, and was President and Chief Operating Officer from April 2007 until December 2007. Mr. Pinchuk served as Senior Vice President and President – Worldwide Commercial & Industrial Group for Snap-on Incorporated from June 2002 until April 2007.

Director: W. Dudley Lehman
Mr. Lehman has been a Director of Snap-on since June 2003. He was elected to the Board of Directors of Snap-on Incorporated in May 2003. Mr. Lehman retired as Group President of Kimberly-Clark Corporation, located in Neenah, Wisconsin, in September 2006, after serving in that position since November 2005. From 2004 to 2005, he served as Group President – Business to Business and from 1995 to 2004, he served as Group President – Infant & Child Care Sectors for Kimberly-Clark Corporation.

Director: Karen L. Daniel
Ms. Daniel has been a Director of Snap-on since April 2006. She was elected to the Board of Snap-on Incorporated in December 2005. Ms. Daniel retired in July 2018, as Division President and Chief Financial Officer of Black & Veatch Corporation, located in Overland Park, Kansas, after serving in such roles since January 2000. Ms. Daniel has been a Director of Commerce Bancshares, Inc. since January 2018, and a Director of Teladoc Health, Inc. since November 2020.

Director: James P. Holden
Mr. Holden has been a Director of Snap-on and Snap-on Incorporated since July 2007 and has served as the Board's Lead Director since February 2009. He previously served as President and Chief Executive Officer of DaimlerChrysler Corporation, a U.S. subsidiary of DaimlerChrysler AG, located in Auburn Hills, Michigan, from 1999 until 2000. He has been a Director of Sirius XM Holdings Inc. since 2001.

Director: Nathan J. Jones
Mr. Jones has been a Director of Snap-on and Snap-on Incorporated since July 2008. Mr. Jones retired in December 2007 from Deere & Company, located in Moline, Illinois, where he most recently served as President, Worldwide Commercial and Consumer Equipment Division from January 2006 to December 2007. He also served as Senior Vice President and Chief Financial Officer for Deere & Company from 1997 through 2006.

Director: Gregg M. Sherrill
Mr. Sherrill has been a Director of Snap-on and Snap-on Incorporated since December 2010. He retired as non-Executive Chairman of Tenneco Inc., located in Lake Forest, Illinois, in May 2020, after serving in that capacity since May 2018, and also retired as a Director of Tenneco, Inc. in July 2020. He served as Executive Chairman of Tenneco Inc. from May 2017 to May 2018, and previously served as Chairman and Chief Executive Officer of Tenneco Inc. from January 2007 to May 2017. Prior thereto, Mr. Sherrill was Corporate Vice President and President, Power Solutions for Johnson Controls, Inc., located in Milwaukee, Wisconsin, from 2004 to 2007. Mr. Sherrill has been a Director of The Allstate Corporation since October 2017.

Director: Henry W. Knueppel
Mr. Knueppel has been a Director of Snap-on and Snap-on Incorporated since September 2011. He retired as Chairman of the Board of Regal Beloit Corporation, located in Beloit, Wisconsin, in December 2011 after serving in that position since April 2006, and served as a Director of Regal Beloit Corporation until 2019. He also served as Chief Executive Officer for Regal Beloit Corporation from April 2005 to May 2011.

Director: Ruth Ann M. Gillis
Ms. Gillis has been a Director of Snap-on and Snap-on Incorporated since July 2014. She retired in July 2014 as Executive Vice President and Chief Administrative Officer of Exelon Corporation, located in Chicago, Illinois, after serving in those roles since 2005. She was also President of Exelon Business Services Company, an Exelon subsidiary. Previous roles included service as Executive Vice

President of ComEd, an Exelon subsidiary, and as the Chief Financial Officer of Exelon. Prior to the merger that formed Exelon in 2000, Ms. Gillis was the Chief Financial Officer of Unicom Corp. She also has been a Director of KeyCorp since November 2009 and a Director of Voya Financial, Inc. since July 2015.

Director: Donald J. Stebbins
Mr. Stebbins has been a Director of Snap-on and Snap-on Incorporated since January 2015. He retired in December 2018 as President and Chief Executive Officer, and also as a Director, of Superior Industries International, Inc., located in Southfield, Michigan, after serving in such roles since 2014. Prior thereto, he provided consulting services to various private equity firms. Mr. Stebbins previously served as Chairman, President and Chief Executive Officer of Visteon Corporation, located in Van Buren Township, Michigan from 2008 to August 2012, after having served as Visteon's President and Chief Operating Officer prior thereto. Before joining Visteon, Mr. Stebbins held various positions with increasing responsibility at Lear Corporation, including President and Chief Operating Officer – Europe, Asia and Africa, President and Chief Operating Officer – Americas, and Senior Vice President and Chief Financial Officer. Mr. Stebbins has been a Director of Kaiser Aluminum Corporation since June 2019.

Director: David C. Adams
Mr. Adams has been a Director of Snap-on and Snap-on Incorporated since June 2016. He served as Executive Chairman of Curtiss-Wright Corporation, located in Charlotte, North Carolina, from January 2021 to May 2022. He was originally appointed as Chairman of Curtiss-Wright Corporation in 2015, and served as Chief Executive Officer from August 2013, and as President from 2012, until his retirement from those roles in January 2021. Mr. Adams has been a Director of Curtiss-Wright Corporation since August 2013. He previously served as Curtiss-Wright Corporation's Chief Operating Officer from 2012 to 2013; and was Co-Chief Operating Officer from 2008 until 2012. From 2005 to 2008, he served as a Vice President of Curtiss-Wright Corporation and as President of Curtiss-Wright Controls, Inc., its former motion control segment of Curtiss-Wright.

PRINCIPAL OFFICERS REQUIRED TO BE DISCLOSED IN THIS DISCLOSURE DOCUMENT:

President and Chief Executive Officer: Timothy L. Chambers
Mr. Chambers has been President and Chief Executive Officer with Snap-on since February 2019 and has held the position of Senior Vice President of Snap-on Incorporated, and President – Snap-on Tools Group since February 2019. He held the position of President – Snap-on Commercial of Snap-on Incorporated from August 2015 to February 2019.

President – Operations and Product Management: Michael G. Gentile
Mr. Gentile has been President – Operations and Product Management with Snap-on since March 2019. He held the position of Vice President – Operations of Snap-on from January 2012 to March 2019.

Senior Vice President: Aldo J. Pagliari
Mr. Pagliari has been Senior Vice President with Snap-on since April 2010. He has held the position of Senior Vice President – Finance and Chief Financial Officer of Snap-on Incorporated since March 2010.

Vice President – North American Sales and Franchising: Jeffrey W. Howe
Mr. Howe has been Vice President – North American Sales and Franchising with Snap-on since September 2016.

Vice President – North American Franchising: Clark Jamison
Mr. Jamison has been Vice President – North American Franchising with Snap-on since November 2012.

Vice President – Finance: Robert J. Hamilton
Mr. Hamilton has been Vice President – Finance with Snap-on since April 2014.

Vice President – U.S. Sales: Brian B. Austin
Mr. Austin has been Vice President – U.S. Sales with Snap-on since January 2018.

Vice President - Marketing: Gregory T. Mann
Mr. Mann has been Vice President - Marketing with Snap-on since September 2021. He held the position of Director of Marketing of Snap-on from October 2019 to September 2021, and was North American Sales Manager from January 2018 to October 2019.

INDIVIDUALS WITH MANAGEMENT RESPONSIBILITY RELATING TO THE SALE AND OPERATION OF FRANCHISES OFFERED BY THIS DISCLOSURE DOCUMENT:

Director – Franchise System: Thomas J. Kasbohm
Mr. Kasbohm has been Director – Franchise System with Snap-on since April 2012.

Director – Asset Control: John W. Stewart
Mr. Stewart has been Director – Asset Control with Snap-on since April 2021. From May 2017 to April 2021, he held the position of Regional Manager of the Great Lakes Region.

Director - Training Operations: Les R. Perry
Mr. Perry has been Director - Training Operations with Snap-on since April 2022. From July 2005 to April 2022, he held the position of Manager, Field Training for Snap-on.

Director – Customer Care: Michael M. Zmuda
Mr. Zmuda has been Director – Customer Care with Snap-on since April 2016.

North American Sales Manager: Thomas M. Beuoy
Mr. Beuoy has been North American Sales Manager with Snap-on since January 2023. From April 2020 to January 2023, he held the position of Regional Manager of the Central Region and from January 2014 to April 2020, he was the Regional Sales Manager for the Central Region.

President (Snap-on Credit LLC): Joseph J. Burger
Mr. Burger has been President of Snap-on Credit LLC, located in Libertyville, Illinois, since July 2009. Snap-on Credit LLC provides a broad range of financial services to Snap-on's franchisees.

President (Snap-on SecureCorp, Inc.): Jeffrey F. Kostrzewa
Mr. Kostrzewa has been President of Snap-on SecureCorp, Inc. since February 2023. Snap-on SecureCorp, Inc. is an affiliate of Snap-on and administers the various insurance programs offered to franchisees. He became Vice President, Risk Management of Snap-on Incorporated in February 2023 and has been Treasurer of Snap-on Incorporated since April 2007. From April 2007 to February 2023, he held the position of Vice President of Snap-on Incorporated.

ITEM 3
LITIGATION

Pending litigation against Snap-on and its affiliates and pending litigation filed by Snap-on against franchisees are described in Appendix A. Concluded litigation is described in Appendix B. No other litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No person previously identified in Item 1 or Item 2 of this disclosure document has been involved as a debtor in proceedings under the U.S. Bankruptcy Code (or foreign law) required to be disclosed in this Item.

ITEM 5
INITIAL FEES

The initial fees include an initial license fee of $8,000 to $16,000 plus additional fees and payments ranging between $132,400 and $142,400 for goods and services we provide you before your franchise opens. The following formula determines these initial fees:

Initial License Fee	$8,000 - $16,000
Initial Inventory	$130,000 - $140,000
Computer Software License Fee	$2,400
Total	**$140,400 – 158,400**

Except as otherwise described, the initial fees are uniform.

Initial License Fee. The initial license fee of $16,000 includes your initial training, which we estimate to have a cost of $3,800 (*See* Item 11), your technology package, which we estimate to have a cost of $3,200 (*See* Item 11), and a turnkey office supply package, which we estimate to have a cost of $400. Under the following circumstances the initial license fee and what is included in the initial license fee will vary:

(a) Additional Franchise. If you are purchasing an Additional Franchise, which includes the purchase of assets by an existing franchisee from an existing franchisee to add an additional franchise or if you currently operate an additional van under a Franchise Agreement and meet all the requirements to make that a franchise, your initial license fee will be $12,000 and you will receive initial training for your employee, the technology package and the turnkey office supply package.

(b) Renewal Franchise. If you are purchasing a Renewal Franchise, you pay an initial license fee of $8,000. This fee does not include initial training, the technology package or the turnkey office supply package.

(c) Transfer Franchise. If you are purchasing a Transfer Franchise, other than as an Additional Franchise, you will pay a transfer fee of $12,000, unless a different transfer fee is specified in the selling franchisee's Franchise Agreement. You will receive initial training for you or your employee and the technology package, but you will not receive the turnkey office supply package.

Initial Inventory. You must purchase an initial inventory, which we pre-select for you, with a suggested retail price approximately between $195,000 to $210,000 and a cost to you approximately between $130,000 to $140,000. Except in the case of a Transfer Franchise, we pre-select your initial inventory so that you have a balanced inventory to start your franchise. After the initial inventory, you will make all decisions regarding inventory items you desire to purchase. Under the following circumstances, you will pay a lesser amount for your initial inventory or receive additional inventory without cost to you:

(a) Additional Franchise. From time to time during the effective period of this disclosure document, Snap-on may offer an inventory incentive to you, if you are purchasing an Additional Franchise. Any inventory incentive is at no cost to you.

(b) Veterans Discount. If the principal owner is a veteran of the United States Armed Forces who

has been honorably discharged and you are purchasing your initial Snap-on franchise, you will receive inventory with a franchisee cost of $20,000 at no cost to you ("Veterans Discount").

(c) Employee Discount. From time to time during the effective period of this disclosure document, Snap-on may make available to certain groups of Snap-on employees the opportunity to purchase an initial Snap-on franchise and provide a discount on the initial inventory. An employee who qualifies for the Veteran's Discount is not eligible for any employee discount, but will receive the Veteran's Discount.

(d) Unassociated Dealer. If you are currently in the business of selling and servicing tools for professional mechanics and other customers in the automotive aftermarket and related businesses, but you are not associated with us ("Unassociated Dealer"), we may provide you with a portion of your initial inventory, without cost to you, at the time you become a Franchisee.

If you are purchasing a Transfer Franchise or Renewal Franchise, you will not be required to purchase additional inventory as long as your initial inventory meets our minimum inventory requirement.

Computer Software License Fee. You will need to use the Snap-on software program described in Item 11. You must pay us the Software License Fee, which is currently $2,400, plus any applicable tax. This fee is not applicable if you are purchasing a Renewal Franchise.

The initial license fee and Computer Software License Fee are non-refundable. Inventory is subject to our tool return policy, which is described in Note 3 of Item 7.

ITEM 6
OTHER FEES

Except as otherwise described below, the fees in this Item apply to all franchises. The notes following this table are an integral part of this Item, and you and your financial adviser should read this carefully.

Name of Fee	Amount	Due Date
Weekly remittance for Products and services purchased from Snap-on [1]	The minimum amount is 100% of miscellaneous charges less miscellaneous credits, plus any amount necessary to be $1.00 under your credit limit.	Payable weekly upon receipt of the final weekly statement. Receipt means the final weekly statement including each invoice displayed electronically and which you must access.
Monthly License Fee [2]	$145.00	Payable monthly upon receipt of an invoice from us.
Computer Software Maintenance and Development Fee [3]	$85.00	Payable monthly upon receipt of an invoice from us.
Franchise Finance Program Loan Payment [4]	No payment for the first 90 days (interest accrues from inception of loan); thereafter, the estimated payment is $1,582-$1,839/month, except for a Transfer Franchise the estimated payment is $1,530-$3,046/month.	Payable weekly.
RA Loan Payment [5]	$1,086-$1,249/month, except for a Transfer Franchise the	Payable weekly beginning six months

Name of Fee	Amount	Due Date
	estimated payment is $0-$1,249/month.	after the time you become a franchisee.
Credit Program Payments [6]	To be determined.	To be determined.
Open Account Payments [7]	To be determined.	To be determined.
Transfer Fee [8]	This fee is currently $12,000.	Upon transfer.
Renewal Fee	50% of our then-current Initial License Fee, the Renewal Fee is currently $8,000.	Upon renewal.
Insurance and Other Coverage [9]	$6,242-$11,846.	Payable annually or monthly.
Indemnification [10]	To be determined.	To be determined.
Administrative Handling Charge [11]	To be determined.	To be determined.
Van Lease and Maintenance Fee Payment [12]	$2,598-$3,544/month van lease payment, plus $325/month maintenance fee.	Payable weekly in advance (under the Snap-on Credit Van Lease Program) of each month's lease payment due date.
Van Lease Termination (under Snap-on Credit Van Lease Program)	Unless you purchase your van, you must return the van to a location designated by Snap-on Credit (estimated cost to you between $200–$4,900 depending on your location) and you are responsible for damage in excess of ordinary wear and tear. Up to one month's lease payment for early termination will be due (*See* Item 10 for a further discussion). If you purchase your van, Snap-on Credit may charge you a processing fee up to $190 to transfer the title of the van to you.	Upon termination.
Late charges (under Snap-on Credit Franchise Finance and Credit Programs)	Under the Franchise Finance Loan 4% over the regular rate (subject to the maximum permitted by law). Under the Snap-on Credit Van Lease Program 5% of the amount due (plus interest at 10%) for a payment delayed more than 10 days or $10.00, whichever is greater (subject to the maximum permitted by law).	Upon failing to make timely payment.
Charges for insufficient funds or dishonor of payment under Snap-on Credit Franchise Finance and Credit Programs or for payment to Snap-on	Up to $35.00, which may increase during the term of your Franchise Agreement.	Upon dishonor of payment by check, ACH or similar instrument.
Training [13]	$0–$3,800	At time of training.

NOTES:

[1] **Weekly Remittance.** As of the effective date of this disclosure document, this is the minimum payment due us each week for **Products** and services purchased from us on credit. We have the right to unilaterally change payment terms at any time.

[2] **Monthly License Fee.** This is a nonrefundable fee payable to us, which we may increase once each calendar year by an amount up to the lesser of either $50.00 or 25% of the existing Monthly License Fee.

[3] **Computer Software Maintenance and Development Fee.** The monthly maintenance and development fee is payable to us and is not refundable. We may increase this fee upon 30 days prior notice.

[4] **Franchise Finance Program Loan Payment.** If you desire to finance your franchise through Snap-on Credit, Snap-on Credit may lend funds to you through the Franchise Finance Program for certain initial investment costs.

Although interest will accrue on the amount you borrow from the inception of the loan, you will not be required to make any payments during the first 90 days. You will then be required to repay the amount you borrowed over a term of 10 years, less 90 days. *See* Item 10 for a complete description of the Franchise Finance Program.

The payments described in the table above are for a loan of $123,400 and a loan of $204,400 for a Transfer Franchise at the fixed rate of interest of 8.48% on the low end and 11.98% on the high end, calculated as of January 13, 2023, which will be repaid over 10 years, less 90 days and includes the following:

	Franchise	Transfer Franchise
Initial License Fee	$16,000	N/A
Transfer Fee	N/A	$12,000
Initial Inventory	$130,000	$130,000
Computer Software License Fee	$2,400	$2,400
RA Acquisition	N/A	$0–$85,000
Subtotal	*$148,400*	*$144,400-$229,400*
Less Down Payment	$25,000	$25,500
AMOUNT FINANCED	**$123,400**	**$119,400-$204,400**

The down payment is the typical minimum down payment, although Snap-on Credit may, in certain cases, require a higher down payment or reduce the down payment.

For purposes of the illustration, we assume that the inventory for a Transfer Franchise will be $130,000. In many cases, the actual inventory for a Transfer Franchise will exceed that amount and result in a higher weekly payment.

RA Acquisition is the RA you purchase from the predecessor franchisee who previously sold to customers on your List of Calls or Snap-on, if Snap-on purchased the predecessor franchisee's RAs.

For purposes of the illustration, the lower payment under the Transfer Franchise assumes that you finance no RA Acquisition and at the high end $85,000.

If you acquire RA from a predecessor franchisee under a Transfer Franchise and desire to finance it, Snap Credit may agree to finance the RA Acquisition through the Franchise Finance Program Loan. The RA you acquire as part of a Transfer Franchise may be greater than $85,000 and result in a higher weekly payment than the high end in the illustration. *See* Item 10 for a further

discussion regarding the financing of RA Acquisition as part of the RA Financing Program Loan.

The exact loan payment will be determined by the amount you borrow, the interest rate in effect at the time of the loan and your credit history.

You are required to pay a documentation fee of $250 at the time you sign your loan papers. If you are purchasing an Additional Franchise, the documentation fee will be $100.

5 **RA Loan Payment.** As long as you do not obtain financing from a lender (other than Snap-on Credit) who requires a lien on your business assets, Snap-on Credit, under the RA Financing Program will make interest free financing available to you to acquire and develop RA accounts or in the case of a Transfer Franchise to develop RA and acquire RA that is not financed as part of the Franchise Finance Program Loan. This financing must be repaid no later than six months after you commence operation under the franchise.

For a Transfer Franchise, Snap-on Credit will make the RA Financing Program available to you as long as you are financing less than $85,000 in RA Acquisition as part of Franchise Finance Program Loan. If you qualify, the amount Snap-on Credit will make available to you under the RA Financing Program is $85,000 less the amount of your RA Acquisition financed through your Franchise Finance Program Loan.

This financing is not available if you are purchasing a Renewal Franchise.

Snap-on Credit may make funds available to pay the RA Financing under Snap-on Credit's RA Loan Program, as long as you owe $10,000 or more under the RA Financing Program. The payment described in the table above is for an amount borrowed from Snap-on Credit of $85,000 at the interest rate being offered to new franchisees, which if calculated on January 13, 2023, would be between 8.48% and 11.98%, amortized over 9 years 6 months. The amount borrowed assumes that you utilized the entire $85,000 available under Snap-on's RA Financing Program. As to a Transfer Franchise, the amount borrowed assumes on the low end that you do not have a RA Loan and on the high end that you utilized the entire $85,000 with an interest rate of 11.98% amortized over 9 years 6 months.

Your loan payment may be higher or lower depending on the amount you pay to Snap-on and the applicable interest rate at the time of financing. The term of your RA Loan is generally the same as the remaining term of your Franchise Finance Program Loan. *See* Item 10 for a further discussion of the RA Financing Program offered by Snap-on and the RA Loan Program offered by Snap-on Credit.

6 **Credit Program Payments.** Snap-on Credit may make credit programs ("Credit Programs") available to you to finance your qualifying customers' purchases of **Products**. If you choose to participate in the Credit Programs, these programs give you immediate credit on your Snap-on weekly statement for sales to customers.

Under the Extended Credit Program, you receive immediate credit for an EC Contract when accepted by Snap-on Credit for the total net cash price of a sale less the applicable EC Reserve Requirement, which is held by Snap-on for the benefit of Snap-on Credit, as a reserve for bad debts and other obligations. The EC Reserve Requirement is determined by Snap-on Credit and will range between 0% and 15% of the total net cash price of a sale. The amount held by Snap-on as the EC Reserve Requirement currently earns interest based on the prevailing Fidelity Money Market Fund Retail (FDRXX) rate and is adjusted quarterly. We may at any time change the method for computing interest or discontinue the payment of interest on this reserve account. Under the Credit Programs, you agree to collect customer payments and remit them to Snap-on Credit, assist with repossessions, repurchase repossessed **Products** and participate in losses. *See* Item 10 for a further discussion of the Credit Programs.

7 **Open Account Payments.** At your request, Snap-on may accept your assignment of Open Accounts on 30-day terms or 30-60-90 day terms. If an Open Account customer fails to pay us within 45 days of our invoice on 30-day accounts, we will charge you the total unpaid amount of the Open Account on your Snap-on weekly statement. On 30-60-90 day accounts, if the Open Account customer fails to pay us within 7 days of any agreed upon installment date, we will charge you the total unpaid amount of the Open Account to your Snap-on weekly statement. *See* Item 10 for a further discussion of Open Accounts.

8 **Transfer Fee.** Paid by buyer in the amount of the transfer fee in effect when you transfer the assets of your franchise with our approval. The current transfer fee of $12,000 includes initial training for the transferee, which we estimate to have a cost of $3,800, and your technology package, which we estimate to have a cost of $3,200.

9 **Insurance and Other Coverage.** Upon request, you will submit written evidence that you have obtained the insurance and other coverage required by the Franchise Agreement from any insurance carrier of your choice, provided that it is acceptable to us. We will not unreasonably withhold acceptance of a carrier, but at a minimum, it must be rated "A" or better by Best's Insurance Reports. If your insurance carrier cancels or fails to renew any of your insurance policies (other than commercial business auto liability insurance), we must be notified and we can obtain the insurance for you (but we are not obligated to do so) and invoice you for the actual cost of the insurance. You must pay this invoice within 5 business days.

You may obtain the required insurance and other coverage through the Snap-on Franchisee Insurance Program, to the extent offered. If you choose to do so, we will collect premiums on behalf of the insurer. These payments are not refundable. Under Snap-on SecureCorp insurance programs, Snap-on SecureCorp acts as the plan administrator and in most states the claims adjuster for the insurer of the Franchisee Inventory Insurance Coverage Program which we offer. Insurance coverage under all Snap-on insurance programs is provided by third party insurers, but an affiliate of Snap-on SecureCorp may also act as the re-insurer of some or all of the coverage insured.

Based on information available to us, we estimate that the cost to you for required insurance will range from $6,242 to $11,846 per year, but premiums may be payable monthly. Your insurance on your inventory must contain a loss payable clause naming Snap-on, and if you participate in the Franchise Finance Program, Snap-on Credit as loss payee(s) as their interests may appear. If you participate in the Snap-on Credit Van Lease Program, your van insurance must also contain a loss payable clause naming the lessor as loss payee for risk and additional insured for liability.

10 **Indemnification.** Under the Franchise Agreement, you agree to indemnify us and our affiliates for all losses and expenses from any action relating to the operation of your franchise except as otherwise provided in the Franchise Agreement (*See* Item 9).

11 **Administrative Handling Charge.** We may periodically charge an administrative handling charge to cover our administrative costs of handling advertising promotion and may result in a lower discount to you for **Products** you sell under those promotions.

12 **Van Lease and Maintenance Fee Payment.** The fee amount in the table above assumes that you elect to lease a van through Snap-on Credit. The lower payment is for a new van with a cost of $155,000 and is calculated with a lease rate of 8.6% for a 72-month period. The higher payment is for a new van with a cost of $190,000 and is calculated with a lease rate of 12.10% for a 72-month term. The lease rates are the rates effective January 13, 2023, and will vary based on Snap-on Credit's assessment of your credit. You also pay a maintenance fee of $325 per month.

In addition to the monthly fee, you will incur the following costs in connection with leasing your van:

(i) **Delivery Charge** – This is a one-time charge, which we estimate will range between $200 to $4,900 depending on where you are located within the continental United States. This amount will be exceeded in Alaska and Hawaii, but it is not possible to give an accurate estimate. We will provide a quote to Alaska and Hawaii prospective franchisees prior to signing your Franchise Agreement. Although none currently exists, it is possible that a delivery fuel surcharge may be instituted during the effective period of this disclosure document.

(ii) **Sales and/or Use Tax ("Sales Tax"), Registration Fee, and Personal Property Tax ("Personal Property Tax")** – This varies by the state in which you are located. Sales Tax is sometimes charged on the lease payment and ranges up to 12% of the lease payment. Some states may charge Sales Tax at their applicable rate and/or a Personal Property Tax up to 5% on the purchase price of the van. When Sales Tax is charged on the purchase price, that amount will be included in the cost of the lease and will increase your monthly payment accordingly. When Personal Property Tax is assessed by the state, that amount will be billed separately by the state or by Snap-on Credit. Some states have no applicable Sales Tax or Personal Property Tax and some states include the tax in the annual license fee you must pay to the state. Other states may require you to pay Sales Tax or Personal Property Tax upfront or other types of fees at registration and direct to the state.

(iii) **Documentation Fee** – This is a one-time fee of $350 charged by Snap-on Credit.

It is possible that you may acquire a used van which could have a higher monthly payment, which we estimate will not exceed $50.00 per month in excess of the monthly lease payment for a new van as reflected in the table above, but the total payments you make during the lease term should be less than the total payments during the lease term for a new van.

Your exact monthly payment will depend on the cost of the van you acquire, any required down payment, the residual (price at which the van can be purchased at the end of the lease), the lease term available for that van and the applicable lease rate. Snap-on Credit collects the lease and maintenance fee payments from you on a weekly basis and pays them to the van lease company (if a third party lessor is used) and fleet administrator respectively. *See* Items 7 and 10 for a further discussion of the van and maintenance requirements and the Snap-on Credit Van Lease Program.

13 **Training.** You will not incur a training fee at the time you purchase your initial franchise. If you purchase an Additional Franchise, the following will apply: (i) no training fee for your initial Store Manager under an additional franchise and (ii) a fee of $3,800 for training each additional Store Manager applicable to such additional franchise. If any additional Store Manager does not attend their initial scheduled training and you fail to give four days notice of cancellation, you may be charged a $1,200 rescheduling fee. This is the fee that is currently in effect, but we reserve the right to change the fee during the term of your Franchise Agreement. *See* Item 11 for a further description of the training fee and the training program.

ITEM 7
ESTIMATED INITIAL INVESTMENT

The following information presents our best estimate, as of the date of this disclosure document, of the range of estimated initial investment expense that you can typically expect. We base this information on our experience in assisting new franchisees and operating company mobile stores. Except as otherwise described, these categories of initial investment expenses are applicable to you. The notes following this table are an integral part of this Item, and you and your financial advisor should read them carefully.

While you are not required to do so, most new franchisees elect to finance a significant portion of the initial investment of the franchise through the Franchise Finance Program offered through Snap-on Credit and described in Item 10 and throughout this disclosure document. The first column of the following table shows the estimated out-of-pocket expenses (described, where applicable, by a low-high range) of a typical franchisee who participates in the Franchise Finance Program. The second column shows the total estimated initial investment amounts (described, where applicable, by a low-high range), a portion of which you may be able to finance through the Franchise Finance Program or other third-party sources.

	Estimated Range of Initial Investment				
	Out-of-Pocket Expenses with Franchise Finance Program Financing	**Estimated Total Initial Investment Range**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Real Estate [1]	$0	$0			
Initial License Fee [2]	$0	$8,000-$16,000	Lump sum	Upon signing	Snap-on
Initial Inventory [3]	$0	$130,000-$140,000	Lump sum	When invoiced	Snap-on or predecessor franchisee if transfer
Electronic Signature Pad [4]	$0–$200	$0–$200	As agreed	As agreed	Third parties
Supplies [5]	$0-$400	$0-$400	Lump sum	When invoiced	Snap-on
Van [6]	$4,219-$4,269	$55,000-$190,000	As agreed	As agreed	Van Leasing Company, or predecessor franchisee if transfer
Van Insurance [6] (3 months)	$723-$2,166	$723-$2,166	As agreed	As agreed	Third Parties, Snap-on Secure Corp.
Van Delivery Charge [6]	$200-$4,900	$200-$4,900	Lump sum or as agreed	Prior to start of operation	Third Parties
License [6]	$200-$2,400	$200-$2,400	As agreed	As agreed	Third Parties
Acquisition / Development of Revolving Accounts [7]	$0	$0-$85,000	Lump sum	Prior to start of operation	Predecessor franchisee or Snap-on
Other Equipment, Fixtures and Expenses [8]	$150-$170	$150-$170	As agreed	As ordered	Suppliers; Snap-on; predecessor franchisee if transfer
Computer Software License Fee [9]	$0	$2,400	Lump sum	Prior to start of operation	Snap-on
Documentation Fee with Snap-on Franchise Finance Loan [10]	$100-$250	Not applicable	Lump sum	At time of first loan payment	Snap-on Credit
Minimum Down Payment with Franchise Finance Program [11]	$25,000	Not applicable	Lump sum	At time loan documents are signed.	Snap-on Credit
Additional Funds - 3 Months [12]	$13,529-$24,881	$4,760-$21,800	As incurred	As incurred	Third Parties
Estimated Total Initial Franchise Expense [13]	$44,121-$64,636	$201,433-$465,436			

NOTES:

[1] **Real Estate.** You do not have to purchase or lease real estate, unless local laws prohibit you from parking your van at your residence, which will mean that you will be required to lease space to park your van away from your residence. If you desire office space for completing and maintaining your records, you would typically use a room in your residence.

[2] **Initial License Fee.** *See* Item 5 for a description of the initial license fee applicable to you. Snap-on Credit may offer financing for the Initial License Fee through the Franchise Finance Program (*See* Item 10).

[3] **Initial Inventory.** We sell **Products** to you at a discount from suggested prices, currently ranging between 10% and 43.9%. We require that you begin operations with an initial inventory having a suggested price approximately between $195,000 to $210,000 and a cost to you between $130,000 to $140,000. Your initial inventory may include up to $1,000, at franchisee cost, of demonstration tools ("Demonstration Tools"), which we select for you. Demonstration Tools are not intended for resale, but rather to assist you in the sale of tools to your customers. If you choose to purchase more inventory, this amount will be higher.

If you are purchasing a Transfer Franchise, you may purchase all or part of this inventory from the franchisee whose assets you are buying. However, you may need to purchase additional inventory so that your total new, current and saleable inventory has a suggested price approximately between $195,000 to $210,000 and a current franchisee cost between $130,000 and $140,000.

If you are a veteran of the United States Armed Forces who has been honorably discharged from the service, your investment in inventory will be reduced or you will receive additional inventory as described in Item 5.

As described in Item 5, if you are purchasing an Additional Franchise, an Employee of Snap-on or an Unassociated Dealer, you may receive a portion of your initial inventory without cost to you, which will reduce your initial investment accordingly.

All **Products** are subject to the terms of our tool return policy in effect on the invoice date for the **Product** you return. Under the current policy, you may return current **Product** you purchased from us (excluding tool storage, diagnostics, software, and various other categories that are designated as not returnable) in new, current, and saleable at full list condition and in original packaging. We do not give credit for **Products,** which we no longer manufacture or distribute or **Products** specially made or ordered for you or a customer. Under our current tool return policy, we make available the status of items that a franchisee can look up electronically. Once an item is moved to discontinued status you have six (6) weeks to return it for credit, and after that time, it is no longer returnable. Demonstration tools are not returnable but may be exchanged for updated demonstration tools until discontinued. We will return to you, at your cost, any **Product** that does not meet our return criteria. We may change our tool return policy for **Products** during the effective period of this disclosure document or during the term of your Franchise Agreement, including imposing a restocking fee or otherwise limiting or restricting your ability to return **Products**.

[4] **Electronic Signature Pad.** If you elect to participate in the Extended Credit Program (S*ee* Item 10), you will need an apparatus that accepts electronic signatures. If you choose to lease the All-In-One Device that is available through Verifone (*See* Items 8 and 11), you will not need to purchase a separate electronic signature pad and you will not incur any additional cost above the cost of the lease. If you choose not to lease the All-In-One Device from Verifone, you will need to purchase the Topaz, T-s261-HSB, which will allow you to accept electronic signatures on EC Contacts. You may purchase the Topaz electronic signature pad through any retailer you choose. The Topaz electronic signature pad will cost you about $200.

[5] **Supplies.** We provide you with supplies with an approximate franchisee cost of $400, which is included in the initial license fee, except in the case of a Transfer Franchise or Renewal Franchise.

[6] **Van.** The estimated cost of this item reflects what we believe to be the initial cost of leasing or purchasing outright a fully-equipped van (including the required security system) that meets the specifications contained in the Snap-on Program (the “Program Van”). Snap-on Credit offers van

leasing under the Snap-on Credit Van Lease Program. Unless you are participating in the Franchise Finance Program, which requires a van lease and maintenance package, you may purchase or lease Program Van from any supplier or leasing company with our prior approval, which will not be unreasonably withheld.

If you are purchasing a Transfer Franchise or Additional Franchise by purchasing assets from an existing franchisee and the agreement you reach with the selling franchisee includes the van used by that franchisee in his business, you may purchase or lease that van with our approval of the type and condition of the van. Some of our franchisees currently use a smaller non-program (16-foot, or 18-foot) van and this fact alone will not disqualify the van for use in your business. We will not unreasonably withhold our approval.

The out-of-pocket expenses with Franchise Finance Program financing in the table above assumes your election to participate in the Snap-on Credit Van Lease Program. The low range is for a new van with a cost of $190,000 calculated with a lease rate of interest of 12.10%, which is the highest lease rate of interest charged on January 13, 2023, for a 72-month lease term. The high range is for a used van acquired through a Transfer Franchise with a cost of $55,000 and is calculated with a lease rate of interest of 10.87%, which is the lowest lease rate of interest available on January 13, 2023, for a 36-month lease term. The amount in the table under out-of-pocket expenses with Snap-on Franchise Finance Program financing, which represents the advance payment, includes (i) the lease payment for the first month at the low range of $3,544 and at the high range of $1,797, (ii) a security deposit equal to one month's lease payment in the amount of $1,797 will also be due with the purchase of a used van, (iii) the maintenance fee for the first month of $325 and (iv) the one-time documentation fee of $350. *See* Item 6 for a discussion of Sales Tax and Personal Property Tax, which might increase your initial investment.

The other expenses related to your van and included in the table above as part of your initial investment are the following:

(i) **Van Insurance.** We estimate that your annual premium for your van insurance will range between $2,890 and $8,664; however, this amount may be higher based on the driving record of the individual primarily driving the van and location of your List of Calls. The annual premium may be paid monthly or quarterly. The table above reflects the first quarterly payment for this premium as part of your initial investment.

(ii) **Van Delivery Charge.** This is a one-time charge, which we estimate will range between $200 to $4,900 depending on where you are located within the continental United States. This amount will be exceeded in Alaska and Hawaii, but it is not possible to give an accurate estimate. We will provide a quote to our Alaska and Hawaii prospective franchisees prior to signing the Franchise Agreement. Although none currently exists, it is possible that a delivery fuel surcharge may be instituted during the effective period of this disclosure document.

(iii) **License.** We estimate that your annual license fee paid to your state will range between $200 and $2,400. The table above reflects your first year's license payment as part of your initial investment.

Depending on where you live, local laws and regulations may require you to park your van somewhere other than at your residence. This may result in a rental or lease payment, or a parking fee that you will negotiate directly with the provider of the space.

See Item 10 for a further discussion of van requirements, Non-Program Vans, and the Snap-on Credit Van Lease Program.

7 **Acquisition/Development of Revolving Accounts.** Revolving Account or "RA" sales will typically make up a large percentage of your sales. RA sales are credit sales between you and a customer to whom you extend credit, usually at no interest, to finance the customer's purchase of

Products. You and the customer decide terms, such as price, down payment and repayment schedules. Since you extend your own credit, you bear 100% of the risk of loss if the customer defaults on an RA.

RA sales typically create cash flow demands on the operation of your franchise. You will have the immediate expense of purchasing **Products** from us, but customers will pay you over time. The high percentage of RA sales also means that you will typically carry a substantial amount of accounts receivable owed to you by your customers. Your RAs are created two ways. The first method is RA Acquisition where the predecessor franchisee who previously sold to customers on your List of Calls or Snap-on, if Snap-on purchased the predecessor franchisee's RAs, will usually offer you the opportunity to purchase the RAs. The second method for creating RAs is for **Products** you sell to your customers as RA sales, which is RA Development.

RA Acquisition/Purchasing and Rejecting RAs. As discussed above, the predecessor franchisee who previously sold to customers on your List of Calls or Snap-on, if Snap-on purchased the predecessor franchisee's RAs, will probably offer you the opportunity to purchase the RAs. There are two ways to purchase these RAs.

The first is to fail to properly reject them. The only way you can properly reject some or all of the RAs offered by the predecessor franchisee is by giving written notice of rejection to Snap-on and the predecessor franchisee within 45 days after you start servicing customers in the List of Calls. The written notice must specify which RAs you wish to reject. Rejection in writing is the only way to reject RAs. If you are purchasing a Transfer Franchise, you may agree with the predecessor franchisee to reduce or eliminate this 45-day period and/or your right to reject some or all RAs.

The second way to purchase RAs is to sell **Products** to a customer whose RA the predecessor franchisee offers to you without first properly rejecting it as described above.

So, at the end of the 45-day period, you will have notified Snap-on of and agreed to purchase every RA you do not reject in writing, as well as every RA assigned to a customer to whom you make a sale without first giving notice of rejection.

For a Transfer Franchise, the RAs that you purchase and the RA Acquisition amount is decided between you and the predecessor franchisee. The 45-day period described above will usually not apply to a Transfer Franchise because you and the predecessor franchisee will have verified the accuracy of the RA prior to the transfer. If Snap-on Credit provides financing for your RA Acquisition, Snap-on Credit may ask you to certify that you have conducted due diligence and confirmed the accuracy of the RA you are purchasing.

Purchase Price. The purchase price for the RAs you purchase is 75% of the balance due of each RA sold unless you and the predecessor franchisee agree to a different amount. This discount from the balance due is intended to compensate the purchaser for collecting the RAs and assuming the bad debt risk on the RAs.

See Item 10 for a description of available financing of RA Acquisition and RA Development under the RA Financing Program with Snap-on and the RA Loan Program with Snap-on Credit.

8 **Other Equipment, Fixtures and Expenses.** This item covers miscellaneous expense items and optional items you choose to purchase to assist you in the operation of your franchise.

9 **Computer Software License Fee.** This is a one-time license fee that you pay us for the initial installation of the proprietary software necessary to operate your store.

[10] **Documentation Fee with Snap-on Franchise Finance Loan.** A one-time documentation fee is required by Snap-on Credit at the time loan documents are signed. It is $250, but if you are an existing franchisee purchasing an additional franchise, it will be $100.

[11] **Minimum Down Payment with Franchise Finance Program.** If you take part in the Franchise Finance Program, you must make a minimum down payment of $25,000, although Snap-on Credit may require a higher down payment or reduce the down payment. As used in this disclosure document, down payment shall represent funds deposited into the operation of the business for which your business assets are not used as collateral.

If you obtain financing from a lender other than Snap-on Credit, that lender will determine the amount of any required down payment. Unless a Small Business Administration ("SBA") loan guarantee is involved, Snap-on will require that the lender subordinate its security interest in your business assets to the security interest of Snap-on in those business assets in a minimum amount of $45,000 to secure the credit line that we make available to you to purchase **Products** from us. If an SBA guaranteed loan is involved, you may be required to sign the SBA Addendum (*see* Mandated SBA Addendum to Franchise Agreement, Appendix I.1.C.5) or other addendum mandated by the SBA.

[12] **Additional Funds – Three Months.** This item estimates initial start-up expenses for your first three months of operation. This item includes expenses for accounting service, legal entity incorporation or organization, fuel, telephone and other communications, van maintenance, van lease payments, required insurance (other than van insurance), monthly license fee, monthly software maintenance fee, sales materials (*see* Item 11 under Advertising for a description), bank and credit card service charges and certain miscellaneous expenses.

The estimate of Additional Funds does not include any draw or salary for you or any employee salary or other expenses applicable to your employees, such as workers compensation, unemployment and employer's contribution to social security tax. In the case of an Additional Franchise or when hiring any employee(s) for your franchise, it is important that you carefully budget these expenses based on the employment arrangement you agree on with your employee(s). These figures are estimates; we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: your management skills, experience and business acumen; local economic conditions; the local market for your **Products** and services; competition and the sales level reached during the initial period.

[13] **Estimated Total Initial Franchise Expense.** There will be a period of time after you sign the Franchise Agreement and before you begin operations when you will not be earning any income. There also will be a period of time after you begin operations when your cash flow may be **insufficient** to permit you to draw a salary. You should have sufficient funds to permit you to cover living expenses during these periods. In your financial planning you should take into account your personal living expenses during these periods of no income or low cash flow.

Except as otherwise specifically provided in the notes above, all payments are non-refundable.

You should not buy or lease a van, borrow money, make a change in employment status or make any other commitments until after you and Snap-on have signed the Franchise Agreement and you have obtained a financing commitment (if necessary).

END OF NOTES

Except where otherwise indicated, all costs and expenditures mentioned in this disclosure document are estimates only, and subject to variances based on location, size and age of the van, inflation and other general economic conditions. The figures given represent the best estimates known to us for these costs. Questions concerning whether to finance your initial investment through Snap-on Credit

or another third-party lender, or otherwise, are decisions you must make relying on whatever advice you choose to consider, but we urge you to seek expert financial and legal advice.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

"**Products**" include two different groups of merchandise:

1. tools, equipment and software *manufactured by or for Snap-on* and distributed by Snap-on to franchisees and Independents; and
2. tools, equipment and software *distributed (but not manufactured by or for Snap-on)* to franchisees and Independents.

Products manufactured by or for us are only available from us. **Products** distributed (but not manufactured by or for Snap-on) may be obtained from other distributors as well as from us.

Unless you are purchasing a Renewal Franchise or a Transfer Franchise, you must purchase your initial inventory of **Products**, which we pre-select, from us. We pre-select your initial inventory so that you have a balanced inventory to start your franchise. If you are purchasing the assets of a current Snap-on franchisee as a Transfer Franchise, you may purchase all or part of your initial inventory from that franchisee. In such a case, if you purchase less than the amount of inventory required under the Snap-on Program, you must purchase the difference from us.

In order to emphasize the Snap-on brand, you will not sell items of merchandise which are directly competitive with the **Products** that are manufactured by or for us, except items of merchandise that you have taken as a trade-in. You can sell these trade-ins to customers at stops on your List of Calls. Also, you will not sell items that are inappropriate or inconsistent with a business selling tools, equipment, and software.

We are the only source for software that you must use on your computer to access the Snap-on Program (*See* Item 11). We derive revenue from this software.

You must purchase or lease your van in accordance with specifications contained in the Snap-on Program. If you qualify for, and choose to use, the Franchise Finance Program, Snap-on Credit may require that you lease a Program Van from an approved source. You will be required to have proper decals on your van. Snap-on Credit receives revenue for vans leased through them, but not from purchases or leases when Snap-on Credit is not involved (*See* Item 10).

You must purchase insurance meeting the specifications provided in the Franchise Agreement, as supplemented and changed from time to time in the Brand Handbook, from an approved insurance company. Approval of the insurance company will not be unreasonably withheld. The minimum criteria for approval is an insurance company rated "A" or better by Best Insurance Reports. Certain insurance may be purchased through Snap-on SecureCorp. Snap-on SecureCorp derives revenue from insurance purchased through them, but not from insurance purchased through an approved insurance company.

If you purchase business aid items bearing Snap-on trademarks, such as jackets, t-shirts, hats, mugs, pens and the like ("BA items") as well as any Snap-on branded clothing you wear when making sales calls, you must purchase these items directly from suppliers which we approve. We license the suppliers of promotional and clothing items to use the trademarks as part of our licensing program. We make these promotional items available for purchase by the general public and by Snap-on franchisees. We will derive revenue from purchases by franchisees of these promotional items bearing the Snap-on marks, whether purchased directly from Snap-on, its affiliates or through third-party suppliers.

You are not required to advertise, but if you elect to do so, print advertising and promotional materials may be purchased from any source, but must comply with brand guidelines that define how to use the Snap-on trademarks. We publish the brand standards in the Brand Handbook. Advertising materials may only be used to advertise to customers and potential customers at stops on your List of Calls. We do not derive revenue from advertising or promotional materials not purchased from us.

While you are not required to accept credit cards from your customers, and if you do, you are not required to use any particular credit card processing device or company to process your credit card transactions, we have an arrangement with Verifone and Paymentech. Verifone is the exclusive provider of credit card processing devices that can be used with the software you will use on your computer. Paymentech is the exclusive credit card processor that can be used through the software you will use on your computer. If you elect to use Paymentech, we will receive revenue from them. We will not receive any revenue from Verifone.

In the fiscal year ending December 31, 2022, our revenue from the sale of **Products** to franchisees and Independents in the United States was $1,581,005,838 or about 92.7% of our total revenue of $1,704,638,288. In the fiscal year ending December 31, 2022, we also received $8,023,957 in revenue as a result of purchases by franchisees and Independents, from designated third party suppliers of promotional items and licensed products; $3,741,965 from software licensing and maintenance; and $2,697,367 from fees paid to Snap-on by Paymentech. These figures are derived from our financial statements, work papers and other documentation.

Snap-on Credit derives revenue from payments made by franchisees and Independents for van leasing and other credit programs. Snap-on Credit's revenue (which includes, without limitation, the finance charge and fees collected by franchisees from their customers and remitted to Snap-on Credit under the Credit Programs) in the fiscal year ending December 31, 2022, was $307,751,909. Snap-on SecureCorp derived revenue from insurance premiums in the fiscal year ending December 31, 2022, of $21,566,037. In fiscal year ending December 31, 2022, Snap-on Equipment derived revenue from sales to franchisees of $418,626.

We are unaware of the existence of any purchasing or distribution cooperatives.

We generally do not use approved suppliers. For a limited number of items, such as BA items, we approve specific suppliers and you are required to use those suppliers if you elect to purchase those items. Other than the arrangements described above, we do not negotiate purchase arrangements with suppliers for the benefit of franchisees, and we do not provide material benefits to franchisees for using any approved supplier. Some of our officers may own nominal interests in certain publicly traded suppliers.

Substantially all of your purchases and leases of goods and services in establishing and operating your franchise will be **Products** (other than trade-ins and purchases from approved suppliers, as noted above, and goods and services you use in operating and maintaining your van). You should expect your purchases and leases of required goods or services to exceed 95% of all of your purchases and leases in establishing and operating your franchise.

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 Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	None [but see "Van Lease/Van Leasing Requirements" at Item y., and "List of Calls" at Item cc., below]	
b. Pre-opening purchases/leases	Sections 4 and 8 of Franchise Agreement Section 4 of Snap-on Tools Software License, Maintenance and Development Agreement Vehicle Lease Agreement	Items 5, 6, 7, 8, 10 and 11
c. Site development and other pre-opening requirements	Sections 7 and 10.A of Franchise Agreement	Items 5, 6, 7 and 8
d. Initial and ongoing training	Section 7.C of Franchise Agreement Addendum to Snap-on Tools Franchise Agreement (Renewal Franchise) Addendum to Snap-on Tools Franchise Agreement (Franchisee owned by Trust)	Item 7 and 11
e. Opening	Sections 7.C of Franchise Agreement	Items 7, 8,11 and 17
f. Fees	Sections 3, 4, 6, 7, 8, 10, 16, 17, 18, 24, 25 and 30 of Franchise Agreement Addendum to the Snap-on Tools Franchise Agreement (Renewal Franchise) Addendum to the Snap-on Tools Franchise Agreement (Transfer Franchise) Addendum to the Snap-on Tools Franchise Agreement (Additional Franchise) Addendum to the Snap-on Tools Franchise Agreement (Veterans Discount) Sections 2, 7 and 9 of Loan and Security Agreement Promissory Note Sections 2, 5, 6, 8, 11, 12, 13, 15 and 22 of Franchisee Servicing Agreement Pages 1 and 2 and Sections 2, 3, 4, 5, 9, 10, 12, 13, 14, 19, 21, 22, 23, 24 and 28 of Vehicle Lease Agreement Section 2 and 5(i) of Van Maintenance Agreement Sections 4, 9 and 11 of Snap-on Tools Software License, Maintenance and Development Agreement Sections 4 and 13 of Franchisee Web Page Participation Agreement RA Loan Addendum to Loan and Security Agreement RA Loan Promissory Note	Items 5, 6, 7, 10, 11 and 17
g. Compliance with standards and policies / Brand Handbook	Sections 1, 3, 5, 6, 8, 10 and 12 of Franchise Agreement Section 8 of Franchisee Web Page Participation Agreement Sections 4 and 17 of Franchisee Servicing Agreement Addendum to the Franchisee Servicing Agreement (Franchisee Owned by Trust)	Items 1, 8, 10, 11, 12, 15 and 16
h. Trademarks and proprietary information	Sections 6, 8, 13, 15 and 21 of Franchise Agreement Snap-on Tools Software License, Maintenance and Development Agreement	Items 11, 13, 14, 15 and 17
i. Restrictions on products / services offered	Sections 1 and 8 of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Sections 1 and 8 of Franchise Agreement	Items 12, 15 and 16
k. Territorial development and sales quotas	Sections 1, 8.C and 20.B(6) of Franchise Agreement	Items 12, 16 and 17
l. Ongoing product/service purchases	Sections 7, 8 and 11 of Franchise Agreement Section 5.b(iv) of Loan and Security Agreement Section 4 of Snap-on Tools Software License, Maintenance and Development Agreement	Items 5, 6, 7, 8, 10, 11, 15 and 16
m. Maintenance, appearance and remodeling requirements	Sections 3, 6 and 8 of Franchise Agreement Section 3 of Loan and Security Agreement Section 9 of Vehicle Lease Agreement Van Maintenance Agreement Vehicle Lease Agreement Acceptance Certificate	Items 10, 11 and 17
n. Insurance	Section 17 of Franchise Agreement Section 3.e of Loan and Security Agreement Section 10 of Vehicle Lease Agreement	Items 6, 7, 8, 10 and 11

o. Advertising	Sections 11 and 13 of Franchise Agreement Section 5 of Franchisee Web Page Participation Agreement	Items 6, 8, 11 and 13
p. Indemnification	Section 24 of Franchise Agreement [*see* also "Security Interest" at item z., below] Section 8 of Loan and Security Agreement Section 14 of Vehicle Lease Agreement Section 6 of Franchisee Servicing Agreement Addendum to Franchisee Servicing Agreement (Franchisee Owned by Trust) Section 9 of Snap-on Tools Software License, Maintenance and Development Agreement	Items 6 and 10
q. Owner's participation / management / staffing	Section 8.B of Franchise Agreement Addendum to Snap-on Tools Franchise Agreement (Franchisee Owned by Trust)	Item 15
r. Records and reports	Section 5 of RA Financing Agreement Section 5.b(vi) of Loan and Security Agreement Addendum to Loan and Security Agreement (Franchisee Owned by Trust) Section 9 of Franchisee Servicing Agreement Addendum to Franchisee Servicing Agreement (Franchisee Owned by Trust)	Items 8 and 11
s. Inspections and audits	Section 3.c of Loan and Security Agreement Section 9 of Franchisee Servicing Agreement Section 8 of Vehicle Lease Agreement Section 5 of Snap-on Tools Software License, Maintenance and Development Agreement Section 5 of RA Financing Agreement	Item 11
t. Transfer	Section 18 of Franchise Agreement Addendum to Snap-on Tools Franchise Agreement (Transfer Franchise) Addendum to Snap-on Tools Franchise Agreement (Franchisee Owned by Trust) Sections 5.a(i) and 9.l of Loan and Security Agreement Addendum to Loan and Security Agreement (Franchisee Owned by Trust) Section 9.a) of RA Financing Agreement Section 18 of Franchisee Servicing Agreement Addendum to Franchisee Servicing Agreement (Franchisee Owned by Trust) Section 17 of Vehicle Lease Agreement Addendum to Vehicle Lease Agreement (Franchisee Owned by Trust) Sections 2.2 and 14 of Snap-on Tools Software License, Maintenance and Development Agreement Section 13.2 of Franchisee Web Page Participation Agreement Consent to Transfer Agreement	Item 17
u. Renewal	Section 3 of Franchise Agreement Addendum to Snap-on Tools Franchise Agreement (Renewal Franchise) Sections 2 and 21 of Vehicle Lease Agreement Section 20 of Franchise Servicing Agreement	Item 17
v. Post-termination obligations	Sections 21 and 22 of Franchise Agreement Sections 3(i) and 7 of Loan and Security Agreement Section 23 of Franchisee Servicing Agreement Section 10.5 Snap-on Tools Software License, Maintenance and Development Agreement Sections 13, 15, 16, 21 and 24 of Vehicle Lease Agreement	Items 10 and 17

w. Non-competition covenants	Sections 1, 8 and 22 of Franchise Agreement Addendum to Snap-on Tools Franchise Agreement (Franchisee Owned by Trust)	Items 12 and 17
x. Dispute resolution	Section 25 of Franchise Agreement Addendum to Snap-on Tools Franchise Agreement (Franchisee Owned by Trust) Addendums to Snap-on Tools Franchise Agreement for California, Illinois, and Massachusetts Sections 9a-e of Loan and Security Agreement Addendum to Loan and Security Agreement (Franchisee Owned by Trust) Section 15 of Franchisee Servicing Agreement Addendum to Franchisee Servicing Agreement (Franchisee Owned by Trust) Section 28 of Vehicle Lease Agreement Addendum to Vehicle Lease Agreement (Franchisee Owned by Trust) Section 5.i of Van Maintenance Agreement Section 11 of Snap-on Tools Software License, Maintenance and Development Agreement Section 8 of Consent to Transfer Agreement	Items 10 and 17
y. Van / Van Lease Requirements	Section 8.G of Franchise Agreement Sections 2.d, 2.e and 5.b(v) of Loan and Security Agreement Vehicle Lease Agreement Addendum to Vehicle Lease Agreement (Franchisee Owned by Trust) Van Maintenance Agreement	Items 6, 7, 8 and 10
z. Security Interest	Section 9 of Franchise Agreement Addendum to Snap-on Tools Franchise Agreement (SBA Guaranteed Loan) Sections 3 and 5 of Loan and Security Agreement Addendum to Loan and Security Agreement (Franchisee Owned by Trust) Section 13 of Franchisee Servicing Agreement Addendum to Franchisee Servicing Agreement (Franchisee Owned by Trust) Section 23 of Vehicle Lease Agreement Addendum to Vehicle Lease Agreement (Franchisee Owned by Trust) Section 7 of RA Financing Agreement	Item 10
aa. Revolving Accounts	Section 10.A of Franchise Agreement Sections 2 and 5.a(v) of Loan and Security Agreement RA Financing Agreement RA Loan Addendum to Loan and Security Agreement RA Note	Items 5, 6, 7 and 10
bb. Computer and Computer Software	Section 8.H of Franchise Agreement Snap-on Tools Software License, Maintenance and Development Agreement Section 3 of Franchisee Web Page Participation Agreement Section 5 of Franchisee Servicing Agreement	Items 5, 6, 7, 8 and 11
cc. List of Calls	Section 1 of Franchise Agreement	Items 1, 12 and 16

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) waving and 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.

ITEM 10
FINANCING

Snap-on Credit and Snap-on offer certain financing programs described below. If you choose to finance with Snap-on Credit and you meet all the requirements, Snap-on Credit may lend you funds to cover certain initial investment costs and expenses of your franchise. Snap-on Credit may also

lend you funds to cover initial investment costs and expenses for an Additional Franchise to purchase additional inventory, finance your RAs or recapitalize your business. Snap-on Credit is owned by Snap-on Incorporated.

Franchise Finance Program

Through the Franchise Finance Program, Snap-on Credit offers a loan program to approved applicants to finance a substantial portion of your initial investment. While interest accrues from the inception of the loan, you will not have any scheduled payments during the first 90 days. Repayment of principal and interest is financed and amortized over a term of 10 years less 90 days. Snap-on Credit finances the following initial investment categories set forth in Item 7: initial license fee, initial inventory and Computer Software License Fee, and for a Transfer Franchise, RA Acquisition that is not subject to a post-closing investigation period. *See* Item 7 for a discussion of the amount of each of these investment categories. If you are borrowing funds to finance these initial investment costs for an Additional Franchise, you must pay off any pre-existing debt outstanding on your current franchise, other than any pre-existing liability to Snap-on Credit, prior to borrowing any funds under the Franchise Finance Program for the Additional Franchise. Snap-on Credit may, in its sole discretion, lend you additional funds to pay your pre-existing debt.

Down Payment. You must make a minimum down payment of $25,000; however, Snap-on Credit may require a larger down payment or reduce the down payment. If you are (i) a current or former Snap-on or Snap-on affiliate employee (which does not include employees of a franchisee), (ii) a franchisee relocating your franchise, (iii) a current or former member of the United States Armed Forces, or (iv) a franchisee acquiring an Additional Franchise and have satisfactory credit, Snap-on Credit may waive all or part of this requirement. If you are purchasing a Transfer Franchise and are financing significant assets greater than the standard amounts, it is likely that Snap-on Credit will require a higher down payment.

Loan Documentation. If you participate in the Franchise Finance Program, you must enter into a Loan and Security Agreement with Snap-on Credit and sign a Promissory Note evidencing the loan. If you participate in the Franchise Finance Program to finance these initial investment costs for an Additional Franchise, you must enter into a separate Loan and Security Agreement and sign a Promissory Note evidencing that loan. The current form of Loan and Security Agreement is attached as Appendix I.3.A. If Franchisee is owned by a trust, you will also sign the Addendum attached as Appendix I.3.B. The current form of Promissory Note you will sign is attached as Appendix I.4. If you are a participant in the Franchise Finance Program at the time you are acquiring a Renewal Franchise and your Renewal Franchise will be in a different name than your existing franchise agreement, you must assign any outstanding Loan and Security Agreement and Promissory Note to the company acquiring the Renewal Franchise (*see* Appendix I.3.E).

Documentation Fee. You will be required to pay a documentation fee of $250. If you are purchasing an Additional Franchise, your documentation fee will be $100. This fee will be added to the first loan payment.

Interest. The Promissory Note(s) will bear interest at a fixed rate set at least seven days before you sign the Franchise Agreement and will not change during the term of the loan. The interest rate will be the then current yield to maturity of like-term United States Treasury Obligations published by the *Wall Street Journal* (the "Treasury Rate") plus an additional amount, between 5 and 8.5 percentage points, subject to a minimum interest rate charged a new franchisee of 7.60% and an additional franchisee of 6.90% and maximum interest rate, which is the maximum rate permitted by applicable law. As of January 13, 2023, the annual percentage rate of interest charged under the Franchise Finance Program was between 8.48% and 11.98% for a new franchisee and between 8.48% and 11.98% for an additional franchisee. Subject to the minimum and maximum interest rates specified above, the interest rate you will pay will be determined by the Treasury Rate at the time the loan is made and the additional amount you will be charged will be determined by your credit history.

Determination of Loan Amount and Borrowing. If you are approved by Snap-on Credit, the loan amount for which you will be approved will be an amount equal to the initial license fee; initial inventory (provided the initial inventory amount does not substantially exceed the estimated initial inventory amount reflected in Item 7) and the Computer Software License Fee, and for a Transfer Franchise, RA Acquisition that is not subject to a post-closing investigation period, less the required down payment. This loan will typically not be approved unless the minimum Approved Loan Amount is at least $25,000.

Term, Payment Requirements. You will not have any scheduled payments during the first 90 days after you sign the Loan and Security Agreement, although interest will accrue from the inception of the loan. On the first Monday after the 90th day of the term of your loan you will make your first weekly installment payment of principal and interest. The amount of each installment payment will be sufficient to pay your loan over 10 years less 90 days or such lesser term as specified in your credit approval and loan documents. You will be required to make level payments of principal and interest over the applicable term of the loan, but you will be required to pay any remaining balance, accrued but unpaid interest, or any other amounts due under this loan with the last installment.

Prepayment. You may prepay your loan in full or in part without penalty at any time. Prepayments will be applied first to any accrued but unpaid fees or interest and the remainder, if any, will be applied to reduce principal in inverse order to maturity and will not relieve you from continuing to make the same weekly payments until the Promissory Note is fully paid.

Termination of your Franchise Agreement automatically makes the loan immediately due and payable in full without notice. In addition, the loan may become immediately due and payable if you do not make timely payments according to the Loan and Security Agreement or any agreements related to the Loan and Security Agreement, including a van lease with Snap-on Credit or a third-party lessor. The loan may also become immediately due and payable if you otherwise default under these agreements and do not cure the default within the time permitted for cure. Defaults include misrepresentations and failures to act in accordance with the terms of these agreements, such as failure to maintain the collateral in a secure and good condition (*see* the Loan and Security Agreement, §6 and §7). If the loan becomes due and payable in full, you must pay the balance due on the loan, including any missed payments or amounts due in arrears, plus the expense of retaking possession of and removing or collecting, protecting and selling the collateral, court costs and reasonable attorneys' fees. Upon default, interest will accrue at the stated rate plus four percentage points unless otherwise limited by applicable law.

Snap-on RA Financing Program

Unless you are purchasing a Transfer Franchise or a Renewal Franchise, Snap-on Credit provides you with a credit line ("RA Line of Credit") up to the amount of $85,000 (the "credit cap") to fund the acquisition of RAs from a predecessor franchisee ("RA Acquisition") and develop additional RAs ("RA Development"). If your RA Acquisition exceeds $85,000, the credit cap will be increased to equal the amount of the RA Acquisition. The RA Line of Credit also allows you to pay for the cost of the **Products** you sell your customers as RA sales, which is RA Development (*See* Item 7 for a discussion of RA). Your available credit under the credit cap will be increased by the amount of any RA Acquisition you later reject up to the amount of the credit cap. You will be able to finance your RA Acquisition and RA Development under the RA Line of Credit for a period of time not to exceed 6 months. You will be able to obtain credit weekly against this credit cap in an amount equal to 75% of the difference between the amount you sell to customers on RA, and the amount of RA you collect from them in that week. If you collect more from your RAs than you sell on RAs in any week, you will be charged back 75% of that amount, and your available credit under the credit cap will be increased by the amount of the charge. Snap-on Credit also processes adjustments to reflect changes in your total RA balance, such as to reflect RA accounts written off to bad debts. In the case of an RA account written off, 75% of the RA account balance being written off will be charged to you and the available

credit under the credit cap will be increased by the amount of the charge.

You can participate in the RA Financing Program as long as you: (1) are not borrowing funds; (2) are not borrowing funds from a lender, other than Snap-on Credit, who requires a pledge of your business assets; or (3) in the case of an SBA Guaranteed loan, a pledge of your RA. If you participate in the RA Financing Program, you must sign the RA Financing Agreement (attached as Appendix I.6.A). No fees or interest will be accrued or charged under this Program.

If you are purchasing a Transfer Franchise and your RA Acquisition financed through your Franchise Finance Program Loan is less than $85,000, the RA Line of Credit may be used for RA Development and RA Acquisition not financed through your Franchise Finance Program Loan. The credit cap will be decreased to equal $85,000 less the amount of your RA Acquisition financed. Snap-on Credit will not offer a RA Line of Credit to you if the financed portion of your RA Acquisition is $85,000 or more.

You must repay the amount borrowed under the RA Line of Credit six months after you start the program. Provided you qualify and the amount due is at least $10,000, Snap-on Credit may agree to finance this amount due through the RA Loan Program up to the maximum amount of 75% of the balance due on your RA accounts that have been active during the last 45 days. If the amount due is less than $10,000, your Snap-on weekly invoice will be charged the full amount due.

If you are not participating in the RA Financing Program, you will want funds in the amount of $85,000 for RA Development.

This RA Line of Credit for franchisees is not currently available for a Renewal Franchise but may be offered in the future.

RA Loan Program

If you apply and are approved by Snap-on Credit to participate in the RA Loan Program, you must sign an RA Loan Addendum (which makes this loan subject to the terms and conditions of the Loan and Security Agreement described under the Franchise Finance Program) and RA Loan Promissory Note ("RA Note") for the balance due under the Snap-on RA Financing Program. This loan will be amortized over a period of time not to exceed the time remaining on the term of your existing Promissory Note (not including any renewals) or, if you do not have a Promissory Note, the time remaining on the term of your Franchise Agreement (also not including any renewals). You may request that the loan be amortized over a longer period than the remaining term of your existing Promissory Note, and subject to Snap-on Credit's approval, a longer term may be granted up to the maximum term remaining on your Franchise Agreement. Under the RA Note, you will be required to repay the amount borrowed in equal weekly installments. If the term of your existing Promissory Note is 10 years, then the term of the RA Note will equal 10 years less 6 months. The RA Note will permit and require prepayment as described under the Franchise Finance Program. You will be required to pay a documentation fee of $100 at the time you sign your loan documents.

The rate of interest for this program will be the rate being offered to new franchisees entering the Franchise Finance Program at the time you enter into the RA Note and will not change during the term of the loan. The minimum interest rate for a new franchisee is 7.60%, an Additional Franchisee is 6.90%, and the maximum interest rate is the maximum rate permitted by applicable law. As of January 13, 2023, the rate was between 8.48% and 11.98% for new franchisees and between 8.48% and 11.98% for Additional Franchisees. Prior to entering into the RA Loan no interest or fees of any kind will be accrued or charged under the RA Financing Program with Snap-on described above.

Assignment of Financing by Snap-on Credit

Snap-on Credit may assign the Promissory Note and Loan and Security Agreement and any Addendum and additional Promissory Note to a bank, or other third party. Upon assignment, the third

party may become a holder in due course, and claims by you against Snap-on Credit could not be set off against the holder of the Promissory Note. Snap-on Credit may service the loan and receive servicing fees for these services if it assigns the loan to a third-party (*see* Loan and Security Agreement, Appendix I.3.A; Promissory Note, Appendix I.4).

In order to enforce Snap-on Credit's (or its assigns') ability to collect on the borrowed funds if you default, you agree under the Loan and Security Agreement to waive any right under any law that would restrict or limit the right or ability of Snap-on Credit (or its assigns) to obtain payment (Loan and Security Agreement, §9).

Van Requirements and Van Leasing

Van Requirements under the Franchise Finance Program. Under the Franchise Finance Program, you must lease a Program Van (which may be new or used and differ as to the type of van) from Snap-on Credit. As of the date of this disclosure document we estimate that the cost of a fully equipped new Program Van will be between $155,000 and $190,000. Snap-on Credit leases vans through the Snap-on Credit Van Lease Program (described below) under a Vehicle Lease Agreement (a sample copy of which is attached as Appendix I.7). If you are accepting assignment of an existing lease, you will also sign a Vehicle Lease Assumption Agreement (a sample copy of which is attached as Appendix I.7.B.).

Snap-on Credit will waive the requirement that you lease a Program Van from a designated source if you acquire a van free and clear (that is, with no ongoing payment obligations like a lease or loan payment). Snap-on Credit may also waive this requirement if Snap-on Credit provides you with financing to purchase your franchise from a current franchisee. In all cases, you must acquire a van which meets the requirements and specifications of the Snap-on Program, and you must meet all other requirements of the Franchise Finance Program, including age and other limitations on the van.

Lessor/Creditor other than Snap-on Credit. If you do not participate in the Franchise Finance Program and you finance or lease from a source other than Snap-on Credit, you will negotiate the terms of your financing directly with the third-party van financing company.

Snap-on Credit Van Lease Program. The van lease typically requires that you pay the first month's lease payment in advance. There is no security deposit.

Your weekly or monthly expense for the van is determined by the cost of the van, the lease rate of interest at the time the van is leased, your credit and the residual purchase price (the purchase price for the van at the end of the lease term).

Unless you are accepting assignment of an existing lease, the lease rate of interest is fixed at least 7 days prior to signing your lease. For a 72-month van lease, the lease rate will be equal to the yield on comparable term U.S. Treasury Notes as published by the *Wall Street Journal* at the time the lease rate is fixed plus an additional amount of 5% to 8.5%, subject to a minimum lease rate for a new franchisee of 7.60% and an Additional Franchisee of 6.90% and the maximum lease rate permitted by applicable law. As of January 13, 2023, the annual lease rate was between 8.60% (the yield on a 72-month T-note of 3.6% plus 5.0%) and 12.10% (the yield on a 72-month T-note of 3.6% plus 8.5%) for a new franchisee and for an Additional Franchisee.

For a van with a cost of $155,000, as of January 13, 2023, the estimated weekly and monthly cost, using a lease rate of 8.60% is $600 per week ($2,598 per month), and using a lease rate of 12.10% is $667 per week ($2,891 per month). For a van with a cost of $190,000, as of January 13, 2023, the estimated weekly and monthly cost, using a lease rate of 8.60% is $735 per week ($3,185 per month), and using a lease rate of 12.10% is $818 per week ($3,544 per month). This estimated lease payment does not include the van delivery charge, documentation fee, sales tax, van insurance, title fee and license fee you will be required to pay. *See* Items 6 and 7 for a further discussion of these charges.

It is possible that you may acquire a used van which has a higher monthly payment, which we estimate will not exceed an additional $50.00 per month in excess of the monthly lease payment for a new van, but the total payments you make during the lease term should be less than the total payments during the lease term for a new van. If the van you choose was previously leased by another franchisee, you may be required to assume the obligations of the existing lease, in which case the terms of the lease may vary from those described above. The exact cost of your lease payment will depend on the cost of the van, any required down payment, the residual, the lease term available for that van and the lease rate in effect at the time you sign your van lease. Rates will be fixed at least 7 days before you sign your lease. This lease payment is paid weekly in advance of the payment due date specified in the lease.

Vans leased from Snap-on Credit may be financed through various sources, including in some cases, a lease of the van from a bank or other lender by Snap-on Credit and a sublease to you. A vehicle lease agreement or other financing agreement between a bank or other lender and Snap-on Credit may include a pledge of security or subleasing arrangement. Your specific van lease may include a subordination of certain rights to Snap-on Credit's existing financing agreement for the van and the option of an identified lender or lessor to redirect your payments from Snap-on Credit to such third-party lender or lessor. Regardless of such arrangement, so long as you are not in default of your lease, you will, enjoy the rights of quiet enjoyment under your lease, subject to you remaining in compliance under your Franchise Agreement and all other agreements with Snap-on or Snap-on Credit.

At the end of the lease, you will have an option to purchase the van as follows: (i) if it is a new van, the residual or price at which you can purchase your van will be equal to 10% of the original cost of the van; (ii) if it is a used van, the residual will be a) 10% of the capital value of the van at the time you enter into the lease, b) 10% of the original cost of the van, or c) $1.00. The higher the residual, the lower your monthly payments. While Snap-on Credit prefers the $1.00 residual for a used van, it determines the actual residual with a goal of keeping the monthly lease payment no greater than $50.00 more than the monthly lease payment for a new van.

If you do not elect to purchase the van, you must return it at your cost to a location designated by Snap-on Credit in the same condition it was delivered to you, reasonable wear and tear excepted, otherwise you will be required to pay for the cost of refurbishing the van.

You may be permitted to terminate your lease early. If you do, you must pay all invoiced and outstanding amounts due plus one month's lease payment and return the van to Snap-on Credit. If you elect to purchase the van during the term of the lease, you will also have to pay the discounted value of the remaining lease payments, plus the purchase option (calculated at the lease rate). If your lease allows you to terminate and return the van at any time during the term of the lease, you will have to pay for the cost of refurbishing and the cost of returning the van to a destination designated by Snap-on Credit.

If your Franchise Agreement terminates, provided you do not become a franchisee in another List of Calls and return the van, you will be responsible for all outstanding amounts due, including weekly payments through the end of the month of termination, a termination fee equal to one month's lease payment and the cost of refurbishing the vehicle and you are responsible for the cost of returning the van to a destination designated by Snap-on Credit. You are also required to give written notice to Snap-on Credit 14 days prior to terminating your lease. Default under your lease may lead to default of your Franchise Agreement and your Franchise Finance Loans, if any. Snap-on Credit or any other financier may assign the lease or other financing transaction without notice to you (Vehicle Lease Agreement, Appendix I.7, §17). Upon assignment the assignee may have rights that prevent you from setting off claims you may have against Snap-on Credit.

You are required to assist Snap-on Credit in completing the titling and registration of your van.

Non-Program Used Vans. If you are purchasing a Transfer Franchise or Additional Franchise by purchasing assets from an existing franchisee and the agreement you reach with the selling franchisee includes the van used by that franchisee in the franchise business, you may purchase or lease that van with our approval of the type and condition of the van. Some of our franchisees currently use a non-program van and this fact alone will not disqualify the van for use in your business. We will not unreasonably withhold our approval of the van. If you elect to lease the approved non-program van, and meet the requirements of Snap-on Credit, you may lease such a van from Snap-on Credit. Subject to Snap-on Credit's approval, you may be able to assume an existing Snap-on Credit Van Lease from the franchisee you are purchasing assets for a Transfer Franchise or Additional Franchise. Snap-on Credit may limit the type of van it may lease or discontinue leasing non-program used vans. You will be required to pay up to 20% down and will be required to pay a security deposit equal to one month's lease payment. The available lease term will be based on the cost and the age of the vehicle. The estimated van lease payment for a used van is $415 per week ($1,797 per month) to $424 per week ($1,837 per month) based on a 36-month lease term for a lease amount of $55,000 (lease amount means the cost of the van minus the down payment); $445 per week ($1,929 per month) to $458 per week ($1,984 per month) based on a 48-month lease term for a lease amount of $75,000. These estimated van lease payments are calculated based on the lease rate effective January 13, 2023, and do not include the van delivery charge, documentation fee, sales tax, van insurance and license fees you will be required to pay. *See* Items 6 and 7 for a further discussion of these charges. It is possible for you to lease a used van for a 60-month term in rare circumstances for more expensive vans. The exact cost of your lease payment will depend on the cost of the van, the required down payment, the lease term available for that van and the applicable lease rate. This lease payment is paid weekly in advance (that is, prior to the month covered by the payment). You will have an option to purchase the van at the end of the lease term for $1.00.

You may be permitted to terminate your lease early. If you do, you must pay all invoiced and outstanding amounts due and either return the van to Snap-on Credit or purchase the van. If your lease allows you to return the van, in addition to paying off your lease obligations, you will also be responsible for a termination fee in the amount of one month's lease payment, the cost to return the van and the cost to refurbish the van. If you elect to purchase the van, in addition to paying your lease obligations, you will also be responsible for paying the lease purchase option. You will not otherwise be permitted to terminate this lease before expiration for any reason. If you terminate your franchise or cease operating your additional van, your lease obligation will continue and you must make all payments as scheduled under the lease (unless you choose to terminate as previously set forth). Default under your lease may lead to default of your Franchise Agreement(s) and your Franchise Finance Loan, if any. Snap-on Credit or other lessor may assign the lease without notice to you (Vehicle Lease Agreement, Appendix I.7, §17). Upon assignment, the assignee may have rights which may not be set off by any claims you may have against Snap-on Credit or a third-party leasing source.

Unless you are accepting assignment of an existing lease, the lease rate of interest is fixed at least 7 days prior to signing the lease. The lease rate will be equal to the yield on comparable term of U.S. Treasury Notes published by the *Wall Street Journal* plus an additional amount between 7% and 8.5%, subject to the maximum rate permitted by applicable law. As of January 13, 2023, the lease rate that would be charged for the 36-month lease described above would be 10.87% (the yield on a 36-month Treasury Note as of January 13, 2023, of 3.87% plus 7%) to 12.37% (the yield on the 36-month Treasury Note as of January 13, 2023, of 3.87% plus 8.5%) and the lease rate that would be charged for the 48-month lease described above would be 10.73% (the yield on a 48-month Treasury Note as of January 13, 2023, of 3.73% plus 7%) to 12.23% (the yield on a 48-month Treasury Note as of January 13, 2023, of 3.73% plus 8.5%).

Maintenance Fee. You will be responsible to maintain your leased van in good condition. You are required to participate in the van maintenance program and you will pay an additional $75 per week ($325 per month) van maintenance fee. Snap-on Credit may, in its reasonable discretion, waive the requirement that you participate in the van maintenance program based on your equity and/or

experience and type of van being leased. Maintenance fee payments are used as a fund from which certain of your maintenance obligations can be paid. While this fee amount will not cover all of your maintenance needs, in most cases it will cover a majority of routine maintenance expenses. Snap-on Credit currently pays up to $10.00 per participating franchisee per month to the administrator of the van maintenance program, but this amount is subject to change at any time. On the effective date of this disclosure document, the van maintenance program is administered by an unrelated third party, but Snap-on, Snap-on Credit or one of their affiliates may, in the future, administer the van maintenance program and in such event payments would be made to them. In the event you terminate your van lease earlier than the scheduled termination date, or do not elect to exercise any purchase option at the scheduled termination date, you will forfeit any balance in the maintenance fund.

Third-Party Agreements and Payment of Lease and Maintenance Fees. You must enter into separate agreements with Snap-on Credit or third parties containing the terms and conditions of the van lease and the requirements of the van maintenance program. Under the Franchise Finance Program, payment is made through weekly direct debits in an amount sufficient to cover the van lease, van maintenance fee payments and Promissory Note payments. Snap-on Credit will apply funds you pay in any month first to pay the van lease, if included in the direct debit amount, and next to pay the holder of the Promissory Note. If your monthly lease payment is not included in the weekly direct debit, you will be responsible to make your van lease payments directly to the third party van leasing company. This debited amount will be paid to Snap-on Credit in advance or in arrears, as the case may be, of each month's lease and van maintenance fee payment due date. You must also pay any shortages or extra charges provided under your van lease and any maintenance expenses not covered by the van maintenance fee payments.

Alternative Financing through Outside Lender

As an alternative to financing your initial investment through Snap-on Credit, you may elect financing through an outside lender. Please note that as of the Effective Date of this disclosure document Snap-on participates in SBA's Franchise Registry Program, which is intended to expedite the SBA Loan processing.

Credit Programs

Snap-on Credit, at its option and in its sole discretion, makes Credit Programs available to you to finance certain sales to your customers. The primary program, as of the date of this disclosure document, is the Extended Credit Program. You are not required to participate in any Credit Programs, including the Extended Credit Program, but if you elect to do so, you will be required to abide by all of the terms of the applicable Credit Program. Snap-on Credit may amend, terminate or supplement any or all of the Credit Programs at any time.

Under the Extended Credit Program, you receive credit for **Products** sold immediately after the sale rather than waiting for your customer to pay for the **Product** over time. Under certain other programs that you may elect to participate in, Snap-on may make direct sales to customers on your List of Calls on a subscription basis and you will receive credits as your customers make subscription payments.

Extended Credit Program. If you elect to participate in the Extended Credit Program, you agree to collect on these accounts and timely remit the collections to Snap-on Credit, assist in repossessions, repurchase certain repossessed **Products** and other merchandise and participate in losses as well as to adhere to the requirements for use of electronic commerce in accordance with the terms of the Franchisee Servicing Agreement between you and Snap-on Credit (the "Franchisee Servicing Agreement"). *See* Appendix I.2.A. If the entity that signs the Franchisee Servicing Agreement is owned by a trust, you will be asked to sign the Addendum, which may be found at Appendix I.2.B. It is important that you carefully review, become familiar with, and are comfortable with your obligations if you participate in the Extended Credit Program.

As a participant in the Extended Credit Program, you must set up the Snap-on Credit software interface and complete the Snap-on Credit Automated Remittance Agreement, a copy of which is attached as Appendix I.8. You will use the automated credit application submission process within the interface to send the application and receive approval to enter into a Credit Sale Contract, also referred to as an Extended Credit contract (an "EC Contract"), each time a customer at stops on your List of Calls, makes a purchase on credit under this program. Provided the Snap-on Credit underwriting criteria is met, you may then choose to assign the EC Contract to Snap-on Credit with limited recourse to you for bad debts. Before entering into the EC Contract, we recommend you obtain pre-approval from Snap-on Credit. Certain states will require you to provide your customers with additional discourses. When Snap-on Credit does not provide approval, you may be able to assign certain unapproved EC Contracts subject to full recourse to you as provided in the Snap-on Credit Program Manual or related program terms. Reporting and updates to customer balances are obtained through the interface. Snap-on Credit provides you with the capability of writing electronic EC Contracts (paperless, with a hard copy provided to the customer). To use the electronic EC Contract program, you must use an apparatus that accepts electronic signatures.

Under the Franchisee Servicing Agreement, you agree to collect from customers on accounts that you have written and from customers with accounts which you did not write, but you now service. When you start your business, you will be assigned the accounts of customers that you did not write when those customers are located at locations on your List of Calls. It is an important part of the Snap-on Program that your customers receive regular service. For this reason, under the Franchisee Servicing Agreement, you agree to collect the payments from your customers and remit those payments to Snap-on Credit weekly. As in the case of RA sales, we believe that this weekly contact gives you a better opportunity to make additional sales to your customers. You must remit the monies collected to Snap-on Credit electronically by use of the interface to authorize Snap-on Credit to direct debit your business checking account weekly for the amount of funds collected. Because you elected to participate in the EC Program, because you regularly are servicing your customers, and because the benefits of the Credit Programs made available to you factor in your assistance, you do not receive direct compensation from Snap-on Credit for the collection and remittance of payments under the Extended Credit Program.

When Snap-on Credit receives and accepts an EC Contract, Snap-on Credit will advise Snap-on to credit your Snap-on statement for the total net cash price of the sale less the applicable EC Reserve Requirement, which is held by Snap-on to help pay your share of bad debt losses and other obligations. The EC Reserve Requirement is determined by Snap-on Credit and will range between 0% and 15%. The total held by Snap-on as a reserve will generally not exceed the Reserve Requirement percentage and in any event, should not exceed 15% of the total outstanding balance of EC Contracts you assign to Snap-on Credit, plus any others that you service but may not have written. In determining your EC Reserve Requirement, Snap-on Credit considers your EC Contract delinquency, credit quality and performance with respect to collection of EC Contracts and other serviced paper. It is possible that you will be given the opportunity to participate in a program in which you will use a portion of this EC reserve to pay for your cost of participating in such other program, which will decrease your EC reserve accordingly. Although not obligated to do so, Snap-on currently credits any excess of this reserve to you through a credit to your Snap-on statement four times a year.

Your share of bad debt losses will generally not exceed 25% of the outstanding balance due from the customer on your assigned EC Contracts, except that Snap-on Credit may charge you 100% of the unpaid final balance of any EC Contract if (i) Snap-on Credit determines the terms of your Agreement with Snap-on Credit were violated, including, but not limited to, fraudulent or other improper actions on your part (or your employee(s)' part), the failure to remit payments collected from the customer, the failure to notify Snap-on Credit of the repossession, return or trade of merchandise covered by an EC Contract, any misrepresentations to Snap-on or Snap-on Credit, or other relevant violations of your agreement with Snap-on Credit or (ii) the EC Contract is written and assigned to Snap-on Credit subject to a full recourse arrangement you agree to at the time of assignment.

Because control of delinquency and loss is so important to the success of this program, your participation in certain programs may be limited by Snap-on Credit if you fail to meet the delinquency, loss, and volume metrics established for you from time to time by Snap-on Credit. Also, certain aspects of the Credit Programs may be unavailable to you in your first year of business.

If you are a participant in the Credit Programs at the time you are acquiring a Renewal Franchise and your Renewal Franchise will be in a different name than your existing franchise agreement, you must assign any outstanding obligations under the Franchisee Servicing Agreement to the company acquiring the Renewal Franchise (*See* Appendix I.3.E).

Snap-on Credit may assign all or any portion of its rights under the Franchisee Servicing Agreement, including any EC Contracts held under the Franchisee Servicing Agreement.

Repossessions. If you choose to participate in the Credit Programs, including the Extended Credit Program, you agree to assist Snap-on Credit in repossessions and to repurchase **Products** or other merchandise which you sold or leased or which is security for EC Contracts written by others and assigned to you to service and which Snap-on Credit later repossesses (with or without your assistance) after a customer default. Your repurchase price will generally be the fair market value as of the date of repossession of the **Products** or other merchandise under the applicable EC Contract. At the time **Products** or other merchandise are repossessed, Snap-on Credit will generally charge you 25% of the net bad debt loss on the contracts you originated covering such repossessed **Products** or merchandise under the Extended Credit Program, except Snap-on Credit may charge you 100% of the net bad debt loss if (i) Snap-on Credit determines that improper actions on your part (or your employee(s)' part) are involved (as defined in the Franchise Servicing Agreement), including, but not limited to, the failure to remit payment collected from the customer, the failure to notify Snap-on Credit of the repossession or any misrepresentations to Snap-on or Snap-on Credit or (ii) the EC Contract is written and assigned to Snap-on Credit subject to a full recourse arrangement you agree to at the time of assignment. Sometimes your purchase of repossessed **Products** or other merchandise may cause you to have all of the rights and obligations of a secured party of the customer regarding the repossessed **Products** or other merchandise. This means you may have the duty to give the customer notices and repay the customer for any excess proceeds you realize on later resale of the **Products** or other merchandise. Since the terms of the Credit Programs made available to you factor in the value of your assistance in repossessions and your agreement to repurchase certain **Products** and other merchandise, you do not receive compensation from Snap-on Credit for performing these functions.

Snap-on Open Accounts

You may enter into short-term credit sales contracts with businesses ("Open Accounts") on 30-day terms or 30-60-90 day terms and request that we accept assignment of them. We will charge you for the total unpaid amount of an Open Account if your customer fails to pay us within forty-five (45) days of invoice on 30-day accounts or within 7 days of any installment date for 30-60-90 day accounts, but will credit you for any payments later made on these accounts. The Snap-on Program governs Open Accounts. The terms of these accounts may change during the term of your Franchise Agreement.

General

Finance Program Changes. For all of the financing programs offered by Snap-on Credit or Snap-on, the description above is effective as of the date of this disclosure document only, and Snap-on Credit or Snap-on may discontinue offering or revise or modify any program at any time. These modifications may include new and different credit programs with qualifications, credit availability and loss liability different from those now in effect (for example, Snap-on Credit may provide otherwise unavailable credit for customer purchases if you accept increased liability or additional recourse for the sale). These modifications may also include charges for certain programs as described in the Programs Manual.

Security Interest. For each of the finance programs described above, unless otherwise specified, Snap-on or Snap-on Credit, as the case may be, will secure your obligation by a first security interest in your business assets including all inventory, tools, parts, equipment, chattel paper, contract rights, accounts, business vehicles, reserve accounts and all replacements and proceeds.

Personal Guarantee. The principal owner or owners of a Franchisee, as well as all trustees (if entity owning Franchisee is a trust), will be required to jointly and severally personally guarantee all obligations of the corporation, limited liability company or other legal entity under all finance programs described above.

Arbitration; Waiver. For each of the finance programs described above, all disputes under the applicable program documents are subject to arbitration (after mediation) and you agree to waive your right to a jury trial and in the case of the Snap-on Credit Van Lease Program, you waive any claims against Snap-on Credit arising out of the use or warranty of the van (Sections 6, 26 and 28 of the Vehicle Lease Agreement).

The Franchisee Servicing Agreement, the Vehicle Lease Agreement and the Loan and Security Agreement contain grounds for termination of those agreements and acceleration of your obligations, separate from grounds for termination of the franchise set forth in your Franchise Agreement. Termination of any of those agreements as a result of a default creates a default under your Franchise Agreement.

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

Except as listed below, we need not provide any assistance to you.
We agree in the Franchise Agreement to provide several services to you. It does not specify whether we must provide them before or after you begin to operate under your franchise.

Obligations We Will Perform Before You Open Under Your Franchise. We will perform the following obligations before you begin to operate under your franchise:

Sale of Products. We will make available an initial inventory of **Products**, which you may purchase at our suggested retail price, less any discounts in effect when we receive your orders. We can change the **Products**, suggested retail prices, and available franchisee discounts without notice (Franchise Agreement, §7.A.).

Technology Package. Except franchisees purchasing a Renewal Franchise, we provide you, without cost to you, with a technology package that includes your computer, loaded with applicable software, a printer and other hardware if needed to sell software (Franchise Agreement, §8.H.; Addendum to Snap-on Tools Franchise Agreement (Renewal Franchise).

Franchise Brand Handbook and Other Manuals. We will provide you with access to a Franchise Brand Handbook that contains mandatory and suggested specifications, standards and operating procedures. Any required specifications, standards or procedures are to protect the Snap-on brand and are not intended to control the day-to-day operation of your franchise business, which is your obligation. If you choose to participate in the Snap-on Credit Programs, you will also be provided a separate Snap-on Credit Program Manual on the required and suggested policies and procedures for the Snap-on Credit Programs. The Handbook and Manual will be provided in electronic format on a Snap-on sponsored intranet site known as the Franchisee Portal and will be licensed to you for the duration of your Franchise Agreement or in the case of the Snap-on Credit Program Manual, during the term of your Franchisee Servicing Agreement. You will be required to return or destroy and provide a certificate of destruction (at Snap-on's option) for all print copies and delete all electronic copies of

the Franchise Brand Handbook in your possession when you cease operation as a franchisee (Franchise Agreement, §5), as well as any copies of the Snap-on Credit Program Manual (Franchisee Servicing Agreement, §17).

Training. We will conduct an initial training program for you or your Store Manager. A renewal franchisee will not receive this training (Franchise Agreement, §7.C.; Addendum to Snap-on Tools Franchise Agreement (Renewal Franchise)).

Time between Signing the Franchise Agreement and Opening of Your Franchise. Typically, the length of time between signing the Franchise Agreement and the beginning of operations ranges from two to ten weeks. You agree to this time period separately with us. Factors affecting the length of this period include obtaining financing, obtaining a van, equipping the van with any necessary fixtures and the initial inventory of **Products**, and completing our training program. Depending on whether you receive a fully merchandized van, you will be required to spend between 10 and 60 hours to inventory and if necessary, merchandise your van with the initial inventory.

Obligations to be met by us During the Operation of Your Franchise. We will provide the following services after you begin to operate under your franchise:

***Sale of Products*.** We will make **Products** available to you for purchase at our suggested price, less any discounts in effect when we receive your orders. When we receive an order, we will use reasonable efforts to ship all **Products** you order promptly to you or to another recipient at your direction. All sales of **Products** will be made on our standard terms of sale which are in effect at the time of the sale. You must pay all amounts due us through such means as we may prescribe in the Snap-on Program. We currently require that you pay us by direct debit of your bank account. We may refuse to ship additional **Products** to you while amounts due are unpaid or if your purchases and other charges exceed your credit limit. Also, there may be production delays, shipment delays, or other reasons why, in spite of our reasonable efforts, we cannot deliver **Products** you order in a timely manner. We are not liable for any delays in shipment, or for failure to make any delivery of **Products**, because you did not pay invoices when due or exceeded your credit limit, or if we use reasonable efforts to deliver the **Products** (Franchise Agreement, § 7.A.).

Prices. On a regular basis, we provide you with updated suggested prices for the **Products** (Franchise Agreement, §8.F.).

General Assistance. As we deem appropriate, we will provide you with reasonable access to information regarding the Snap-on Program, together with suggested business forms and ideas for bookkeeping and operational methods, inventory control methods, **Product** knowledge, and sales and marketing techniques for the operation of a Snap-on franchise (Franchise Agreement, §7.B.).

Modifications of the Snap-on Program. We (and our subsidiaries and affiliates) may change or modify the Snap-on Program, including the adding or removing of **Products**, adopting and using new or modified Trademarks or deleting Trademarks or copyrighted materials, and modifying methods for selling **Products** (Franchise Agreement, §6.)

Advertising. We conduct advertising of Snap-on **Products** in print media, such as trade magazines and other media including online social media sites, which are national in scope. This advertising is created both in-house and through national advertising agencies. Advertising may also be done through race events, as well as through specialized program vans that are intended to help you sell tool storage, diagnostic units, equipment items, and/or other **Products**. We may also conduct certain other specialized or regional advertising promotions during the term of your Franchise Agreement, and we may make arrangements for certain promotions where suppliers to the automotive aftermarket will supply coupons or other discount certificates to customers on the List of Calls. If you participate, you will accept these coupons or certificates in accordance with the terms of the promotion (as we announce), and the sales you make under the promotion may be subject to a handling charge. Any

handling charge will result in a reduced discount in your purchase price for these **Products**. We are not required to advertise in the area in which your List of Calls is located.

All advertising and promotional materials you use must comply with brand guidelines which we publish through the Brand Handbook and that tell you how to use the Snap-on trademarks. If you decide to advertise in print or electronically, promotional materials may be purchased from any source. These materials may only be used to advertise to customers and potential customers on your List of Calls. You are not allowed to create any advertising or promotional materials for Snap-on Credit financing.

While not required, it is recommended that you use sales materials and BA items to aid in your Snap-on business. BA items are items such as jackets, t-shirts, hats, coffee mugs and similar items bearing the Snap-on trademark, which you use to help you sell **Products** and are not intended for separate resale. BA items are purchased from Snap-on licensed suppliers or Snap-on and are not returnable either to the licensed suppliers or Snap-on. It is up to you to determine whether and how much BA items you purchase. Certain Product promotions come packaged with BA items. If you purchase these promotions, the BA is included in the price and not returnable. Since you alone bear the financial risk for BA items, it is important that you make purchases carefully.

There is no advertising council of franchisees and we currently have no plan to form one. You are not required to participate in any advertising cooperative or any other advertising fund.

Computer System/Point of Sale System. We provide franchisees (other than Renewal Franchisees) at no additional cost to you, with a technology package, which currently includes a computer, a docking station, a printer, scan bay device (for updating diagnostic software on diagnostic scan units), and various components that enable you to run the proprietary software described below and which allows you to manage the day-to-day operation of your business. The exact content of the technology package may be changed from time to time in our reasonable discretion. The technology package with software allows you to place orders for **Products** with us, keep accurate pricing information, print customer receipts, prepare and submit Credit Sales contracts to Snap-on Credit, make payments to Snap-on Credit, process credit card transactions, keep track of amounts owed to you by your customers and generally do all of your recordkeeping through this system.

If you are purchasing a Renewal Franchise and your computer and other hardware components do not meet Snap-on's then-current requirements, you will be required to purchase the necessary computer and/or other hardware components at your cost and expense.

We reserve the right to require that you change your computer and other hardware components from time to time during the term of your Franchise Agreement at your cost and expense. While we currently estimate the cost of the technology package to be approximately $3,200, at the time of a change, the cost may have increased.

You are required to have a separate computer and applicable software for each franchise you operate.

Snap-on Chrome Software Package. Before you begin operations, we will train you in using Snap-on Chrome during your Franchise Store Management Training, and your List of Calls will be loaded into your computer at that time (see "Snap-on's Training Program" below). Once you begin operations, we suggest you keep your computer records up-to-date by entering all orders you place with us and all customer tool orders into the computer. This includes cash sales, subscription sales, Revolving Accounts, Extended Credit Contracts, and Open Accounts.

Provided you enter all stock orders, customer transactions and required adjustments properly, Snap-on Chrome will also generate inventory and sales reports that you may use to prepare stock orders and which you and Snap-on will use to evaluate your business. Snap-on Chrome enables you to transmit and receive stock orders and other information via electronic transmission. Customer invoices can be printed and provided or emailed to the customer.

Most franchisees accept credit cards and use the credit card payment processor and devices that will communicate with Snap-on Chrome. As of the date of this disclosure document, that credit card payment processer is Paymentech, and the supplier of the credit card processing device is Verifone. The Verifone device is the only credit card processing device that will communicate with Snap-on Chrome. If you choose to use the credit card processing device provided by Verifone, they will ask you to sign the Franchisee Adoption Agreement attached as Appendix I.1.D, and Paymentech will be your card payment processor. Paymentech will ask you to sign the Merchant Application and Agreement attached as Appendix I.1.E.

We have developed an interface with Snap-on Chrome, also known as the Business Management Portal ("BMP"), to allow you to view commonly used reports, access your weekly statement and pay your weekly statement by authorizing us to direct debit your business checking account for the amount you authorize each week. BMP is the only way to pay your weekly statement and you will need to login to set-up your account before you can start using BMP.

We also provide you with Chrome Express+, which is a web-based application that extends the point of sale functions to tablets and other devices, and you can use this with an internet connection and browser to prepare customer invoices or credit contracts off the van if you have a tablet or other device. This can be most helpful if you have an employee(s) assisting you with your business.

You initially pay a one-time Computer Software License Fee of $2,400 plus applicable taxes (*see* Item 5) and a monthly maintenance and development fee of $85.00, which may be changed by Snap-on during the term of your Franchise Agreement.

You are required to use various third-party software in order to use Snap-on Chrome. As of the Effective Date of this disclosure document, there is no charge for such use by the third-party vendors, although this may change during the term of your Franchise Agreement.

We may require through the Snap-on Program that you purchase and use additional or different software during the term of your Franchise Agreement.

We will have independent access to the information and data on your computer regarding customer data, **Product** inventory and sales information. You grant us a license to use this information for our business purposes (Software License, Maintenance and Development Agreement, §3.2).

Franchisee Web Page. We currently have a web site [franchisee name].snapontools.com, which we make available to our franchisees for Franchise Web Pages. This is currently made available to the franchisees without any cost to the franchisee; however, we may in the future impose a charge for this service and may terminate this support at any time. As long as we offer this support, you are required to participate and sign the Franchisee Web Page Participation Agreement attached as Appendix I.9. Under this Agreement, we may at any time substitute the web site with a different site or cease providing the support for this program.

E-mail Address. We also provide to every franchisee an email address under the snapon.com domain. The address format for the email address is usually *firstname.lastname*@snapon.com, and franchisees can access the web mail function at http://access.snapon.com using a username we assign to you and password you will create. Franchisees should check the Snap-on web email system regularly as we distribute important communications and notifications via email. You will need to have a reliable internet service to support this communication.

Other Electronic Communication. We make additional information available to you on the internet and you will need a reliable internet service to access this information. Because of the constant changes in electronic communication, we may also require during the term of your franchise that you subscribe or purchase, at your expense, certain computer equipment, software, web pages/sites,

intranets or other services for communicating (with us, your customers and/or others), invoicing and/or other franchise operations. We may require that any and all communications with us be made through the internet or such other electronic medium as we designate. We are not liable for any damage to you, including lost profits, delayed orders or the like which are the result of any outage or delay related to electronic transmission of information, whether by the internet or otherwise, or as a result of your failure to access the information. The specifications for electronic communication may change during

the term of your Franchise Agreement. We cannot estimate future costs for such changes that may occur.

Brand Handbook. Snap-on currently makes the Franchise Brand Handbook available on the Franchisee Portal, which is an intranet site available to Snap-on franchisees. The table of contents of the Franchise Brand Handbook as of February 10, 2023, is set forth in Appendix L.1. As of February 10, 2023, the Franchise Brand Handbook has a total of 56 pages, plus appendices containing an additional 21 pages. We may revise the Franchise Brand Handbook or introduce other manuals at any time during the term of your Franchise Agreement and may do so electronically or by paper or a combination thereof (Franchise Agreement, §6).

Snap-on Credit Program Manual. Snap-on Credit currently makes the Snap-on Credit Program Manual available on the Franchisee Portal. The table of contents of the Snap-on Credit Programs Manual as of February 10, 2023, is set forth in Appendix L.2. As of February 10, 2023, the Snap-on Credit Program Manual has a total of 29 pages, plus appendices containing an additional 21 pages. Snap-on Credit may revise the Snap-on Credit Program Manual or introduce other manuals at any time during the term of your Franchisee Servicing Agreement and may do so electronically or by paper or a combination thereof (Franchisee Servicing Agreement, §17).

Snap-on's Training Programs. Before you begin the operation of your franchise, we provide you with Snap-on Franchise Store Management Training. You or in the case of an Additional Franchise your Franchise Store Manager must complete Snap-on Franchise Store Management Training. Snap-on Franchise Store Management Training is not provided to you if you are purchasing a Renewal Franchise.

As of February 10, 2023, we provide the following Snap-on Franchise Store Management Training. The amounts of time allocated to each training component on the chart below are an estimate of the amount of time devoted to each component.

TRAINING PROGRAM

Subject	Hours of Classroom Training [1]	Hours of Field Training [2]	Location [3]
Initial Classroom Training includes:			
Orientation on Being a Snap-on Franchisee	4.5		Grapevine, TX or online
Business Understanding	5.4		Grapevine, TX or online
Selling/Collection Skills	13.25		Grapevine, TX or online
Computer Training	7.5		Grapevine, TX or online
Introduction to Product Knowledge – Basics	7		Grapevine, TX or online
Credit Programs	3.75		Grapevine, TX or online

Subject	Hours of Classroom Training [1]	Hours of Field Training [2]	Location [3]
Product Knowledge – Hand Tools	5.75		Grapevine, TX or online
Product Knowledge – Tool Storage	4		Grapevine, TX or online
Product Knowledge – Power Tools	2.1		Grapevine, TX or online
Diagnostics/Equipment	2.25		Grapevine, TX or online
Review/Practice	11		Grapevine, TX or online
In-Field Training Application of the **Snap-on Program** ("Field initial training")		135 hours (45 hours per week)	In your Franchise Route
Training Review (FSMT2) for Initial Franchise	14		Grapevine, TX or online

NOTES:

[1] You may be assigned evening work during classroom training. A Franchise Training Manager is in charge of classroom training and will usually be assisted by Associate Franchise Training Managers, and Snap-on Credit trainers; others may include Regional Training Manager, Business Managers, Sales Developers, Franchisee Developers, Diagnostic Sales Developers and other employees having experience that we determine makes them qualified to conduct training. We use training binders, handouts, Power Point slides, videos and point of sale software as our training materials. We also introduce you to the Snap-on Franchise Brand Handbook. The number of years of experience with the Snap-on Program will vary by individual. The Franchise Training Managers have at least 5 years of experience with the Snap-on Program.

[2] Field training will be conducted by Snap-on personnel, which may include a Franchisee Developer, Sales Developer, Diagnostic Sales Developer or Business Manager. All personnel conducting training have field experience with the Snap-on Program and franchise operation, or have other experience that we determine makes them qualified to conduct training. The number of years of experience with the Snap-on Program will vary by individual. We use the electronic New Franchise Training Guide, point of sale software and electronic Brand Handbook as training materials. This training will last a minimum of three weeks, and we estimate that each week you will spend 45 hours. We will determine the exact period based on our estimate of the progress you make.

[3] Our training school is currently located in Grapevine, Texas, but Snap-on reserves the right to relocate it at any time or conduct the training online.

We conduct *initial classroom training* following the execution of your Franchise Agreement and before you begin operations. You will not incur a separate charge for training at the time you purchase your franchise. We provide, at no additional cost to you, an airline ticket (or train ticket in rare cases) for travel to our training facility for classroom training and we arrange for and pay for your lodging and meals while at the training facility. You will be responsible only for incidental expenses incurred, such as the cost of getting to the airport from which you depart. We reserve the right under the Franchise Agreement to modify the cost of ongoing training, including the expenses you are required to pay to attend such training. For calendar year 2023, we have scheduled 37 separate classes for initial classroom training.

We conduct the *field initial training* at the time you begin operations. Field initial training will be scheduled after the classroom training you will attend. We plan to be flexible in scheduling training to accommodate both you or your Franchise Store Manager and our personnel.

Between four months and eight months after you begin operating your initial franchise business, at a time we reasonably determine, you will be required to attend session 1 and session 2 of Snap-on Franchise Store Management Training – Level 2 ("FSMT2") currently held virtually via web-based meetings, but may be at our training workshop located in Grapevine, Texas, or by such other method or at such other location as we designate. There are certain situations in which FSMT2 may be postponed indefinitely. Neither Store Managers of a Franchisee nor owners of an Additional Franchise or Renewal Franchise are provided with this training. FSMT2 session 1 will be held between 4 and 5 months after starting your business and FSMT2 session 2 will be held between 7 and 8 months after starting your business. Each training consists of approximately 7 hours of training. There will be no charge for this additional training, and if FSMT2 is held in-person, Snap-on will provide an airline ticket (or train ticket in rare cases) and we arrange for and pay for lodging and meals while at our facility. You will be responsible for any incidental expenses. For the remainder of calendar year 2023, we plan to conduct the following FSMT2 training: 11 classes of session 1 and 11 classes of session 2. If you miss either session of your scheduled FSMT2, you may be charged a rescheduling fee of up to $600.

If you purchase an Additional Franchise, we provide the same Franchise Store Management Training for your employee on the same terms as received by any new franchisee.

If you purchase an Additional Franchise, it is your sole responsibility to replace any employee who leaves your employment for any reason. We require that a Franchise Store Manager attend the classroom portion of Franchise Store Management Training. Any subsequent Franchise Store Manager will be required to attend the classroom portion of Franchise Store Management Training, and we currently charge a separate training fee of $3,800 for each additional Franchise Store Manager (after the first) to attend classroom training. If your subsequent Franchise Store Manager misses their scheduled classroom training, you may be charged a rescheduling fee of up to $1,200. These fees may change during the term of your Franchise Agreement.

Once you begin operation of your franchise, we suggest, but do not require, that you and your Franchise Store Manager, if applicable, participate in ongoing training, including Franchise Performance Team ("FPT") meetings (if provided by us). We generally hold these meetings on a monthly or quarterly basis, but may hold them more or less frequently as we determine appropriate. Suggested sales and marketing techniques, **Product** information and other aspects of the Snap-on Program will be discussed at these meetings. There currently is no fee for FPT meetings, but you must pay all of your own expenses to attend. Depending on the geographic location of your List of Calls, the number of franchisees, franchisee employees and Independents in your designated FPT will vary.

We also suggest, but do not require, that you and your Franchise Store Managers attend Franchise Development Training, kickoff meetings and the Snap-on Franchisee Conference each year that we provide these training opportunities for you.

A Business Contact ("BC") is a review session conducted by a Business Manager or other qualified Snap-on employee or representatives as we deem appropriate. The BC reviews your Snap-on franchise business. We believe that the BCs are an important part of your business and ongoing training.

We reserve the right to make changes in the training program without notice to you.

ITEM 12
TERRITORY

We grant you the right, subject to the terms provided below, to use the Snap-on Program, and to purchase **Products** from us for resale only at the locations identified on your List of Calls. **"Products"**

are the tools and equipment *manufactured and/or distributed by us* and made available by us for resale by our franchisees.

The List of Calls consists of a series of business addresses or “stops” at which we have determined that there are, or should be, tool users who purchase their own tools. While the number of potential customers at locations on a List of Calls will vary to some extent from franchisee to franchisee, it is our intent that each List of Calls contains at least 200 potential Core Customers at the time a Franchise Agreement is signed. Potential “Core Customers” are full-time professional mechanics and other customers who are required to furnish their own tools in the normal course of their business. This may include, but not be limited to, potential Core Customers at the following types of businesses: 1) Auto General Repair, 2) Auto Dealership, 3) Auto Specialized Repair, 4) Auto Services, 5) Body Shop, 6) Tire Repair, 7) Fleet Repair; Transit (non-government), 8) Truck Repair, 9) Other Automotive, 10) Retail: Electronics/Hardware, 11) Motorcycle, 12) Marine Shop, 13) Aviation, 14) Construction, 15) Agriculture/Landscape, 16) Small Engine Repair, 17) Machine Shops, 18) Government: Cities, Schools, 19) Resorts, Casinos, Country Clubs, 20) Manufacturing/Utilities. Remember, these are potential Core Customers, which does not mean that they all will purchase Products from you or that they all are creditworthy. It simply means that it is up to you to sell Products on terms you deem appropriate to the potential Core Customers at locations on your List of Calls. The business located at a stop and/or the number of potential Core Customers located at a stop will change from time to time during the term of your Franchise Agreement. It is not possible for us to assure you that you will have the same number of potential Core Customers, or even 200 potential Core Customers, during the entire term of your Franchise Agreement, particularly in markets which have negative economic changes.

In addition to Core Customers, the List of Calls identifies potential additional tool purchasers either at the same or additional business addresses who are not considered potential Core Customers according to Snap-on's criteria, but to whom you are allowed to sell **Products** and are identified as potential “Exception Customers”.

You have or will have prior to signing a Franchise Agreement been given the opportunity to ride with one or more current franchisees and spend a day with them. The purpose is to expose you to how the Snap-on Program works and for that reason we use franchisees who perform well in the business. We believe it is important to give you this exposure, but you should not assume that your route will have the same number or type of customers as that franchisee. It is merely intended to give you the experience of being on a Snap-on truck and observing how the Snap-on Program works. This is not a substitute for conducting your own due diligence about the business.

You will receive the List of Calls along with the completed Franchise Agreement at least seven calendar days prior to signing your Franchise Agreement, which will allow you to understand the potential Core Customers and Exception Customers, as well as the Dual Stops, on your List of Calls prior to signing the Franchise Agreement. It is important that you use this time to be sure that you are satisfied with your List of Calls before you sign your Franchise Agreement. It is your responsibility to perform this due diligence. If you request, we will provide you with assistance in reviewing your List of Calls, which may even include making a Snap-on employee or other representative of Snap-on available to ride through some or all of the stops on your List of Calls to help you identify stops and potential customers and answer questions you might have prior to signing your Franchise Agreement.

You will not receive an exclusive territory. You may face competition from us or other third parties or from other channels of distribution or competitive brands that we control (as described in this Item 12).

Except as provided below, during the term of your Franchise Agreement, if you are not in default under your Franchise Agreement, Snap-on will not sell, or license others to sell, **Products** at those locations identified on your List of Calls without your consent. Snap-on and its affiliates sell or may in the future

sell **Products** bearing the principal trademark or other trademarks owned by Snap-on or its affiliates at locations in the geographic area near the stops described on the List of Calls.

You are not permitted to use the Snap-on Program or sell **Products** at any location not identified as a stop on your List of Calls (even if the location is adjacent to or near stops on your List of Calls), or to any customer or purchaser who moves to a location not identified as a stop on your List of Calls. You may not use alternative methods of distribution, such as through social media, apps or commercial internet sites or catalogs, to sell to customers that are not at locations on your List of Calls.

We may offer you an Additional Franchise if you have consistently met Snap-on's standards for quality, service and professionalism and otherwise meet Snap-on guidelines for expansion as determined from time to time by Snap-on. You do not have a right of first refusal or any similar right to acquire additional franchises.

Adjustment to List of Calls. If you want to use the Snap-on Program or sell **Products** at any location not on your List of Calls, you must notify your Snap-on field management contact and request that the additional stop(s) be added to your List of Calls. We will not unreasonably withhold or delay our consent to add these stop(s) to your List of Calls. When we are determining whether to add stop(s) to your List of Calls, we will consider a number of factors, including among other things, the number of customers and potential customers on your List of Calls, the proximity of the additional stops(s) to stops currently on your List of Calls and the service you provide to customers and potential customers on your List of Calls.

Customers expect high quality service from Snap-on franchisees. Accordingly, we reserve the right to remove a stop or stops from your List of Calls if (i) you fail to service customers and/or solicit potential customers at a stop for 30 days or more or (ii) your access to the stop is denied by the customer or shop owner. We will provide you written notice of an adjustment to your List of Calls at least 10 days before the adjustment takes effect.

We may survey customers at stops on your List of Calls as we, in our reasonable business judgment, believe necessary or advisable.

If you are purchasing a Renewal Franchise, your List of Calls will be modified to reflect the current status of potential customers and stops on your List of Calls.

If you are purchasing the assets of an existing Snap-on franchisee as a Transfer Franchise, we will update and develop a List of Calls that will likely differ from the List of Calls serviced by the predecessor franchisee. It is our intent to provide as similar a List of Calls as possible.

National Accounts Program. We exclusively reserve the right to develop and operate the Snap-on National Accounts Program and other related programs. Through these programs, we (or our designee) sell and/or distribute **Products**, tools, equipment, other merchandise and services to purchasers on a national or regional contract basis. You will receive a brokerage fee on sales of **Products** made through the Snap-on National Accounts Program directly to customers at a stop on your List of Calls, according to a commission schedule that we periodically publish. These programs do not offer commissions on all merchandise (that is, merchandise which is not a **Product**). Also, in some cases, we will not determine the merchandise distributed through the program, which will be selected by the customer on whose behalf we (or our affiliates) run the program (such as an original equipment manufacturer who designates the use of certain tools or equipment by its mechanics). These policies and procedures are made available to you and are subject to change from time to time.

Industrial Stops. We exclusively reserve the right to contact and sell **Products** to industrial users, railroads, airlines, manufacturers, central purchasing offices, government installations and institutions, public or private schools (including students at the schools) and all other potential customers who require scientific information, special devices, special services and/or technical and engineering data

or who require special procurement procedures ("Industrial Stop(s)"). If an Industrial Stop employs professional mechanics who purchase their own tools, we may, but we are not obligated to, include that Industrial Stop on your List of Calls only for the purpose of permitting you to sell **Products** to those mechanics. This is known as a "Dual Stop." We, in our reasonable business judgment, determine whether a stop or customer is an Industrial Stop or a Dual Stop; such determination may change during the term of your Franchise Agreement.

The Student Excellence Program ("SEP") is administered by Snap-on Industrial and offers special pricing for full-time students attending school to train in auto, diesel, collision repair, aircraft maintenance and other tool using disciplines. Unless specific permission is granted, franchisees are not permitted to service schools, and SEP program pricing to these students is not offered through franchisees.

Internet Sales. We sell **Products** that customers may order over the internet. While the typical internet customer is not a professional mechanic, it is possible that a customer at a stop on your List of Calls might place a direct order with us over the internet for the purchase of a **Product**. While this is not a sale of a **Product** at a location on your List of Calls, it is our policy to ask customers placing an internet order if they have a franchisee servicing them and if the customer gives the name of the franchisee, we provide a commission on the internet sale to the franchisee servicing the customer. This is our current policy, which we may change at any time, including eliminating the payment of a commission.

Racing Teams. We sponsor various racing teams and as part of the sponsorship provide tool storage units and other tools and equipment, which are **Products**, to the racing teams. You will not receive any compensation for **Products** provided by Snap-on to a racing team even if the racing team is on your List of Calls. We believe that this ultimately benefits franchisees that have a racing team on their List of Calls by having the team use Snap-on tools rather than the tools of a competitor. Most of our franchisees do not have Snap-on sponsored racing teams on their List of Calls.

Other Channels of Distribution. We and our affiliates may sell tools and equipment through various channels of distribution during the term of your Franchise Agreement. The tools and equipment which we and our affiliates make available through these different channels of distribution may be **Products**, or may be similar in design and functionality to the **Products** that you sell. In some instances, distribution through these other channels may include **Products** which will be sold near locations on your List of Calls or may include tools and equipment which are similar in design and functionality to **Products** and may be sold to customers on your List of Calls.

We reserve the right to establish or utilize other channels of distribution using the trademark "Snap-on" or different trademarks. These channels of distribution encompass sales by us and third parties to distributors, customers and consumers and may include, without limitation, catalog sales, telemarketing or other direct marketing sales, mail order, retail sales, internet sales and other forms of electronic commerce. The trademarks and brand names may include Snap-on, Blue-Point, BAHCO, Blackhawk, Challenger, Car-O-Liner, Hofmann, Kansas Jack, Williams, Sioux, John Bean, Dealer-FX, Mitchell1, Pro-Cut, Sun, Power Hawk, AutoCrib, Norbar, Ecotechnics, and new trademarks that may include the trademark "Snap-on". We may establish some of these channels of distribution through acquisition.

Except as otherwise provided above, we do not intend to sell or license others to sell **Products** at the locations on your List of Calls. However, in the event that any sale of **Products** takes place at the locations on your List of Calls, we will on a case by case basis use reasonable efforts to resolve conflicts (if any) that may result from these sales.

We may sell other items, including licensed merchandise, products and services under the trademark "Snap-on" or trademarks that include the trademark "Snap-on" directly to consumers, customers or to resellers.

Repair Systems and Information Group. We have a network of Diagnostics Sales Developers who provide sales support and product training for certain Snap-on products in the United States. If a Diagnostics Sales Developer is assigned to work with you, he/she will assist you in the sale of Snap-on branded diagnostics equipment. Diagnostics Sales Developers will work with certain of our franchisees to identify sales leads and respond to customer needs. The level of assistance and amount of time made available by the Diagnostics Sales Developers for sales assistance and product training to customers at stops on a List of Calls will vary from franchisee to franchisee and you may not receive any dedicated assistance or service under this Program. The Diagnostics Sales Developer also plans to sell Snap-on branded diagnostics equipment directly, as well as ShopKey, including by means of electronic commerce and internet sales, and other direct sales. You may share in the proceeds of these sales if they are to customers at stops on your List of Calls either through the franchisee discount program, or through a brokerage fee program for these sales. We make no representations as to the brokerage fees or sales commissions you may make through these programs. We will determine the terms of these programs and may change them during the term of your Franchise Agreement, including potentially to suspend or terminate the assistance and service being provided to you by any Diagnostics Sales Developer.

Equipment Sales Through Snap-on Equipment. Snap-on Equipment offers equipment under trademarks other than Snap-on, including John Bean, Hofmann, Blackhawk, Challenger, Kansas Jack, and Ecotechnics, for sale directly or through distributors to customers, including customers who may be at stops on your List of Calls. Some of this equipment may be similar in design and functionality to **Products** and may be marketed to customers at stops on your List of Calls. You will be encouraged to provide leads to Snap-on Equipment and Pro-Cut regarding customers at stops on your List of Calls who have an interest in purchasing certain equipment marketed by Snap-on Equipment and Pro-Cut, respectively, such as aligners, wheel balancers, tire changers, and brake lathes. If a sale is consummated to the customer on your List of Calls within 120 days after you provide this lead, you will receive a brokerage commission. If Snap-on Equipment or Pro-Cut, as applicable, makes a sale to a customer on your List of Calls for which you have not provided the lead or more than 120 days after you provide the lead, no brokerage commission will be paid. We make no representation as to the brokerage commissions you may make through this program. We will periodically determine the terms of this program, including products which will qualify for brokerage commission and the rate of commission paid. We may change the terms of this program during the term of your Franchise Agreement, including the right to discontinue the payment of any brokerage commission.

ITEM 13
TRADEMARKS

You will be granted the right to use the "Snap-on" name in the operation of your franchise. "Snap-on" is a registered Trademark. You will also be granted the right to use other trademarks, service marks, trade names, advertising and other commercial symbols in the operation of your franchise in the manner we authorize. You will not be permitted to use the name "Snap-on" or any other trademark owned by us in the name you select for your business, in any URL you create, or in any unauthorized manner. The principal trademark of the Snap-on Program is "Snap-on" for which Snap-on Incorporated owns a number of registrations issued by the United States Patent and Trademark Office. Snap-on Incorporated licenses certain of these trademarks to us and allows us to license them to you. Information regarding the "Snap-on" marks and others, those of which have been registered with the United States Patent and Trademark Office on the Principal Register or for which an application has been filed are set forth in Appendix C. Snap-on Incorporated also asserts common law rights in all of these marks. Any of these registrations, which have required renewal to be currently valid, have been renewed. All required affidavits of use have been filed.

We are not obligated by the Franchise Agreement or otherwise to protect any rights to use the trademarks or to protect you against claims of infringement or unfair competition with respect to the

trademarks. You must notify us immediately when you learn about an infringement of or challenge to any of the trademarks. We will directly or through Snap-on Incorporated take the action we think appropriate, and we have the right to control any litigation or other proceeding. If we elect to use a name other than "Snap-on" to identify the Snap-on Program, we may select another name and the Snap-on Program and your Franchise Agreement will be deemed amended to substitute that name. You must modify or discontinue use of any of the trademarks upon notice from us, and you must pay all expenses for modifying or discontinuing use.

There are no currently effective material determinations by the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, any court, nor is there any pending infringement, opposition or cancellation proceeding nor any pending material litigation involving the principal trademark. We are not aware of any superior prior rights or infringing uses which could materially affect your use of the principal trademark. There are no agreements currently in effect which significantly limit our rights to use or license the use of the principal trademark in a manner material to your franchise.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We, along with Snap-on Incorporated, own patents on a number of the **Products** that you will be permitted to resell in the operation of your franchise. Those patents are identified in Appendix D.1. We along with Snap-on Incorporated claim copyright ownership in all materials provided by us, including the catalogue featuring the **Products**, the advertising and promotional materials that you may receive or purchase from us, the Brand Handbook and any other manuals. Snap-on Incorporated also asserts copyright in certain software incorporated into **Products**. We intend and Snap-on Incorporated intends to renew these copyrights. The registered copyrights are identified in Appendix D.2. We also claim a proprietary interest in non-registered copyright materials. Except for these rights, our rights in the Snap-on Program (*See* Item 1) and our (or Snap-on Incorporated, as applicable) proprietary software rights (*See* Item 11), we do not own any rights in or to any patents, copyrights or proprietary information that are material to your franchise.

There are no currently effective determinations of, or pending proceedings in, the United States Patent and Trademark Office, the Library of Congress or any court concerning patents or copyrights that are material to the operation of your franchise. We are not aware of any infringing uses that could materially affect your use of the patents or copyrights. There are no agreements currently in effect that significantly limit our rights to use or license the use of the patents or copyrights. We are not obligated by the Franchise Agreement or otherwise to protect any rights that you have to use the patents or copyrights.

You acknowledge in the Franchise Agreement that we own the Snap-on Program, which includes, but is not limited to, our trade secrets, your List of Calls, the Brand Handbook and any other manuals we provide to you. We will disclose the Snap-on Program to you only in confidence and solely for the purpose of enabling you to operate your franchise, and you have no right to disclose any part of it to anyone other than your employees in your Snap-on business that have signed Confidentiality Agreements, Snap-on employees or other Snap-on franchisees. We are entitled to obtain injunctive relief in addition to any other legal or equitable remedies we may have upon a breach of these provisions by you.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE

You are responsible for the supervision of the franchised business. You will use your best efforts to promote aggressively and develop fully the sales of **Products** at stops on your List of Calls. You will

maintain an inventory of **Products** in at least the minimum amount specified in the Snap-on Program in order to maximize your sale of **Products** and provide service expected by your customers. You must refrain from engaging in activities that would conflict with these purposes and you will devote all necessary business attention and efforts to these purposes. In order to maximize the sale of **Products**, we recommend that you call on every potential customer at stops on your List of Calls at least once a week utilizing all aspects of the Snap-on Program**.**

We recommend that you hire and develop one or more employees to assist in the sales and operation of each franchise that you own, which will help you in utilizing all aspects of the Snap-on Program. If you are thinking of adding an Additional Franchise, we highly recommend that you have employees assisting you with sales prior to doing so.

We make available to our existing franchisees, who qualify, the opportunity to purchase an Additional Franchise. For an Additional Franchise, you must hire a Store Manager to service the customers associated with that franchise business or the franchise business currently serviced by the principal owner. We recommend that you hire an employee to work with your Store Manager to assist with sales in utilizing all aspects of the Snap-on Program. Your Store Manager, under your direct and sole supervision, will then have to service the customers and comply with all the requirements of the Snap-on Program and your Franchise Agreement just as you would, including all service obligations, although you are ultimately responsible for compliance with those requirements. Your Store Manager must complete the Snap-on Store Management Training. *See* Item 11 for a further description of the Snap-on Store Management Training. It is your obligation to ensure all of your employees maintain the confidentiality of the confidential information and trade secrets just as you would. You are responsible for complying with any and all employment, tax, insurance, and other laws applicable to your employees, and we recommend that you become familiar with all employment laws related to your Snap-on business. You are solely responsible to hire a qualified employee to replace a Store Manager that you no longer employ. If you fail to do this on a timely basis it can result in a breach of your Franchise Agreement.

It is your sole responsibility to make all employment related decisions. Anyone you hire is your employee and you are solely responsible for recruiting, hiring, scheduling, firing and disciplining your employees and for the employment issues discussed above.

If you purchase an Additional Franchise, you will be required to sign a new Franchise Agreement and all other documents required for a new franchise. You will also be required to sign a general release for any claims against us that arose prior to the date the document is signed so that any issues you have are fully resolved prior to entering into an additional Franchise Agreement with us. A copy of the release currently used is attached as Appendix I.10.A.

The corporation, limited liability company or other legal entity that is the Franchisee may not be used to conduct any business other than the Snap-on business. In determining to grant a Franchise, we rely on the qualifications of the principal owner rather than the qualifications of the corporation, limited liability company or other legal entity. You will own a controlling interest in the corporation, a limited liability company or other permitted entity to whom a Franchise Agreement is issued or transferred, and the principal owner must sign a personal guaranty and remain personally liable for all obligations under the Franchise Agreement and all other agreements you enter into with us. You, as the principal owner or owners, will also have to sign a personal guaranty and remain personally liable for all obligations under the Franchise Finance Program or any other agreement you have with Snap-on Credit.

You may not subfranchise, sublicense or in any way delegate or transfer your rights in your franchise except via transfer as a Transfer Franchise or as Snap-on otherwise expressly permits in writing.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

In order to emphasize the Snap-on brand, Franchisee will not sell or give away items of merchandise which are directly competitive with the **Products** that are manufactured by or for us, except items of merchandise which Franchisee has taken as a trade-in. In addition, Franchisee will refrain from selling items which are inappropriate or inconsistent with a business selling tools and equipment.

You may sell **Products** only to customers at stops on your List of Calls (*See* Item 12). You are not restricted in the **Products** you elect to sell. You may not sell **Products** to any person or entity who is purchasing **Products** for resale. We have the right to add to or delete from the **Products** that you can sell.

You will assist us in honoring all warranties on **Products**, which means that you will perform service on tools and equipment at the customer's place of business. To the extent you or your employee are not qualified to repair an item, you will assist the customer in getting it to the proper repair facility. This is the quality service expected by customers, and we believe this creates sales opportunities for you. You do not receive compensation from Snap-on for performing these services. We do consider the cost of warranty service in setting the discount from suggested price that we offer to sell **Products** to you. It is not possible to estimate the amount of time you will be required to spend on warranty work to properly service your customers. We have the right to change the warranties at any time and this may result in additional warranty work for you.

These restrictions as to the goods that you may sell are not conditioned on your meeting defined sales efforts or results.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. In addition to the Franchise Agreement, we have included separate tables for the Loan and Security Agreement, Franchisee Servicing Agreement and Vehicle Lease Agreement because of their significance to the franchise. You should read these provisions in the agreements attached to this disclosure document.

FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise	Section 2, Paragraph 1 of Addendum to Snap-on Tools Franchise Agreement (Renewal Franchise)	10 years; 5 years for a Renewal Franchise.

b. Renewal or extension of the term	Section 3, Paragraph 2 of Addendum to Snap-on Tools Franchise Agreement (Renewal Franchise)	You can add one term of 5 years. Not applicable to a Renewal Franchise. Subject to applicable law, Snap-on may grant an additional 5-year renewal at expiration of the Renewal Franchise at Snap-on's option.
c. Requirements for franchisee to renew or extend (not applicable to a Renewal Franchise)	Section 3	▪ Prior written notice between 9 months and 12 months prior to expiration, ▪ Meet new franchisee standards, ▪ Compliance with all agreements, ▪ Satisfy all monetary obligations, ▪ Sign general release, a copy of the form currently used is attached as Appendix I.10.B, ▪ Comply with current qualifications, ▪ Pay renewal fee of 50% of then-current initial license fee, ▪ You will be required to sign then-current forms of agreements, which may contain materially different terms and conditions from the contract you originally signed.
d. Termination by franchisee	Section 19	Termination with cause 30 days after written notice of default and failure to cure.
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	Section 20	Snap-on can terminate only if you default.
g. "Cause" defined-curable defaults	Section 20.C	10 days to cure nonpayment and 30 days to cure any other default not listed in h. below, including a failure to: ▪ Comply with Franchise Agreement or **Snap-on Program**, ▪ Act in a manner consistent with Snap-on image, ▪ Maintain neat and clean appearance, ▪ Promote and develop sales of Products, and provide service.
h. "Cause" defined-non curable defaults	Sections 20.A and 20.B Paragraph 4 of Addendum to Snap-on Tools Franchise Agreement (Franchisee Owned by Trust)	Non curable defaults: ▪ Bankruptcy, insolvency and similar defaults, ▪ Failure to satisfy material final judgment, ▪ Material misrepresentation or dishonesty, ▪ Abandons franchise business, ▪ Felony or other crime or conduct which may adversely affect the **Snap-on Program**, ▪ Sale of **Products** to a customer on another franchisee's List of Calls and failure to credit that franchisee for that sale, ▪ Sale or offer of **Products** to a customer not on List of Calls after notice to cease, ▪ Threat or danger to public health or safety, ▪ Termination or default (beyond cure period) under other agreement with Snap-on or its affiliates, ▪ Violation of confidentiality provisions, ▪ Three defaults in twelve-month period, ▪ Unapproved assignment or transfer.
i. Franchisee's obligations on termination / nonrenewal	Section 21	▪ Continued compliance with confidentiality requirements (*also see* r., below) and other agreements, ▪ Sign any necessary documents to effectuate termination, ▪ Payment of all amounts due, ▪ Return of all manuals, handbooks, and other materials, ▪ Discontinuance of any trademark use and advertising, ▪ Stop doing business in a way that gives the impression you are still a Snap-on franchisee.
j. Assignment of contract by franchisor	Section 18.A Paragraph 3 of Addendum to Snap-on Tools Franchise Agreement (Franchisee Owned by Trust)	No restriction on Snap-on's right to assign.

k. "Transfer" by franchisee - defined	Section 18.B	Includes transfer or encumbrance of any interest in franchisee, the Franchise Agreement or the assets of the franchise.
l. Franchisor approval of transfer by franchisee	Sections 18.B and 18.C	Snap-on has the right to approve all transfers and will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	Sections 18.B, 18.C and 18.D Paragraph 3 of Addendum to Snap-on Tools Franchise Agreement (Franchisee Owned by Trust)	▪ Interest being transferred must first be offered to Snap-on (*see* n., below) if the transfer is the entire interest in a franchise or the franchise business, ▪ Snap-on must approve terms, ▪ You must satisfy all monetary obligations and comply with all agreements, ▪ Sign a general release, a copy of the current form used is attached as Appendix I.10.C, ▪ Transferee must qualify and sign Snap-on's then-current Franchise Agreement, complete training and pay the transfer fee. Separate conditions exist for transfer to a corporation, limited liability company or other legal entity under common ownership. We will not unreasonably withhold consent if the principal owner of franchisee: i) owns controlling interest in Franchisee, ii) signs Snap-on assignment document and guarantees obligations of Franchisee, iii) provides documents requested by Snap-on and iv) Franchisee grants Snap-on security interest in assets. Separate conditions exist for transfer to an heir in the case of the death or permanent incapacity of the principal owner of a Franchisee (*see* p. below).
n. Franchisor's right of first refusal to acquire franchisee's business	Section 18.E	▪ Snap-on will have 30 days to notify franchisee to exercise its right and 60 days to approve franchisee's sale. ▪ If Snap-on does not advise franchisee of acceptance or rejection – it is presumed to have been declined.
o. Franchisor's option to purchase franchisee's business	Not applicable	Snap-on can match any offer for your business.
p. Death or disability of franchisee	Section 18.D	An heir may operate the franchise for up to 90 days, during which time heir may apply with Snap-on to be the franchisee or transfer franchisee to a third party in accordance with Section 18.B (*see* m. above). If the heir applies to be the franchisee, we will not unreasonably withhold consent provided the heir qualifies, signs Snap-on's then-current Franchise Agreement, completes training and signs necessary agreements to accomplish the transfer.
q. Non-competition covenants during the term of the franchise	Sections 1, 8.C, 8.D, 8.E, and 22.A Paragraph 5 of Addendum to Snap-on Tools Franchise Agreement (Franchisee Owned by Trust)	You are not permitted to sell any merchandise which is directly competitive with the **Products** that are manufactured by or for us. You are permitted to sell only to customers at locations on the List of Calls. You may not compete during the term of the Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 22.B Paragraph 5 of Addendum to Snap-on Tools Franchise Agreement (Franchisee Owned by Trust)	No direct or indirect solicitation or sale of competing Snap-on **Products** to any customer at a location on the List of Calls at termination for 12 months after your Franchise Agreement terminates or expires.

s. Modification of the agreement	Sections 5, 6 and 26	No modifications without mutual agreement but **Snap-on Program** and Brand Handbook subject to change.
t. Integration/merger clause	Section 26	For matters governed by the Franchise Agreement, only the terms of the Franchise Agreement and other agreements signed with it are binding. Any other promises may not be enforceable. Snap-on makes no other promises, arrangements or agreements except in the Franchise Agreement. Our integration/merger clause does not disclaim the representations made in this disclosure document. Subject to applicable state law (*see* w., below).
u. Dispute resolution by arbitration or mediation	Section 25	Except for certain provisional remedies, disputes relating to your Franchise Agreement, the franchise business or the termination or nonrenewal of the Franchise Agreement will be mediated prior to arbitration. Except for certain provisional remedies, all disputes must be arbitrated at the office of the American Arbitration Association closest to your Regional Sales Office. If not in your home state, you can require an office in your home state. Subject to state law, except the arbitration will be governed by the Federal Arbitration Act and the rules of the American Arbitration Association will apply.
v. Choice of forum	Section 25	You and Snap-on consent to jurisdiction for enforcement of arbitration decisions or awards, and for enforcement of provisional remedies (*see* u., above). Subject to state law, except to the extent the Federal Arbitration Act may apply in u., above.
w. Choice of law	Section 27	The laws of the state in which the List of Calls is located or if the List of Calls is located in more than one state, the state in which the majority of the stops on the List of Calls is located at the time this Agreement is executed subject to state law (except to the extent the Federal Arbitration Act may apply in u. above).

LOAN AND SECURITY AGREEMENT

Provision	Section in Loan and Security Agreement	Summary
a. Length of the franchise	Not applicable	
b. Renewal or extension of the term	Not applicable	
c. Requirements for you to renew or extend	Not applicable	
d. Termination by franchisee	Not applicable	
e. Termination by Snap-on Credit without cause	Not applicable	
f. Termination by Snap-on Credit with cause	Section 6	Snap-on Credit can accelerate the loan only if you default.
g. "Cause" defined curable defaults	Section 6.c	10 days to cure nonpayment. 30 days to cure any default not listed in h., below, including failure to comply with requirements and covenants or submit any required reports.
h. "Cause" defined non curable defaults	Section 6.a and 6.b (also, if applicable, Paragraphs 4 and 5 of Addendum to Loan and Security Agreement, Franchisee Owned by Trust)	▪ Bankruptcy, insolvency and similar defaults, ▪ Death or incapacity, ▪ Ceasing to be a franchisee; ▪ Material final judgment, ▪ Untrue representation or warranty, ▪ Falsification of reports, misrepresentation or dishonesty, ▪ Decrease of equity in the franchise, ▪ Default (beyond cure period) under any other agreement with Snap-on Credit, Snap-on, or Snap-on's affiliates, ▪ Termination of any guarantee.

Provision	Section in Loan and Security Agreement	Summary
i. Franchisee's obligations on termination / nonrenewal	Sections 2(e), 3(i) and 7 (also, if applicable, RA Loan Addendum and RA Loan Promissory Note)	Upon default Snap-on Credit may terminate the Loan and Security Agreement if the loan has not been disbursed, refuse to disburse additional loan amounts, declare the entire unpaid amount of your unpaid liabilities due and payable, sell, transfer or foreclose on any or all of the collateral, or apply any amounts received or held by Snap-on Credit to your obligations. You must pay any amounts owed.
j. Assignment of contract by Snap-on Credit	Section 9.l (also, if applicable, Paragraph 10 of Addendum to Loan and Security Agreement, Franchisee Owned by Trust)	No restriction on Snap-on Credit's right to assign agreement.
k. "Transfer" by franchisee defined	Section 9.l (also, if applicable, Paragraphs 4 and 5 of Addendum to Loan and Security Agreement, Franchisee Owned by Trust)	Includes transfer of Loan and Security Agreement.
l. Snap-on Credit's approval of transfer by franchisee	Section 9.l (also, if applicable, Paragraphs 4 and 5 of Addendum to Loan and Security Agreement, Franchisee Owned by Trust)	Snap-on Credit has the right to approve all transfers of agreement.
m. Conditions for Snap-on Credit's approval of transfer	Not applicable	
n. Snap-on Credit's right of first refusal to acquire your business	Not applicable	
o. Snap-on Credit's option to purchase your business	Not applicable	
p. Death or disability of franchisee	Section 6.a (also, if applicable, Paragraph 4 of Addendum to Loan and Security Agreement, Franchisee Owned by Trust)	Loan and Security Agreement automatically terminates without notice.
q. Non-competition covenants during the term of the franchise	Not applicable	
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	
s. Modification of the agreement	Section 9.n	No modifications without mutual agreement, but amendment signed by you can be enforced against you.
t. Integration/merger clause	Section 9.p	The agreement contains all agreements between you and Snap-on Credit on this subject matter. Subject to applicable state law (*see* w., below).
u. Dispute resolution by arbitration or mediation	Section 9.a – 9.e (also, if applicable, Paragraphs 6 - 9 of Addendum to Loan and Security Agreement, Franchisee Owned by Trust)	Except for certain provisional remedies, disputes arising out of the Loan and Security Agreement, will be mediated prior to arbitration. Except for certain claims for provisional remedies, all disputes must be arbitrated at the office of the American Arbitration Association closest to your Regional Sales Office. If not in your home state, you can agree to an office in your home state. Subject to state law, except the arbitration will be governed by the Federal Arbitration Act and the rules of the American Arbitration Association will apply. You waive your right to bring claims in a court of law and have a trial by jury.

v. Choice of forum	Section 9.d	The parties consent to jurisdiction for enforcement of arbitration decisions or awards, and for enforcement of provisional remedies (*see* u., above). Subject to state law except to the extent the Federal Arbitration Act may apply in u., above.
w. Choice of law	Section 9.q	Law of state of Illinois (subject to state law, except to the extent the Federal Arbitration Act may apply in u., above).

FRANCHISEE SERVICING AGREEMENT

Provision	Section in Franchisee Servicing Agreement	Summary
a. Term of the agreement	Section 20	10 years or the remaining term of the Franchise Agreement, whichever is less.
b. Renewal or extension of the term	Not applicable	
c. Requirements for you to renew or extend	Not applicable	
d. Termination by franchisee	Section 21	Termination of agreement without cause upon 30 days advance written notice.
e. Termination by Snap-on Credit without cause	Not applicable	
f. Termination by Snap-on Credit with cause	Section 22 (also, if applicable, Paragraphs 4 and 15 of Addendum to Franchisee Servicing Agreement, Franchisee Owned by Trust)	Snap-on Credit can terminate only if you default.
g. "Cause" defined-curable defaults	Sections 22(c), 22(d)	10 days to cure monetary nonpayment. 30 days (60 days in the case of a delinquency default) to cure a default not listed in h., below, including failure to comply with the requirements of the Franchisee Servicing Agreement or submit required reports.
h. "Cause" defined-non curable defaults	Sections 22(a) and 22(b) (also, if applicable, Paragraphs 14 and 15 of Addendum to Franchisee Servicing Agreement, Franchisee Owned by Trust)	Non curable defaults: ▪ Bankruptcy, insolvency and similar defaults, ▪ Ceasing to be a franchisee; ▪ Falsification of reports, misrepresentation or dishonesty, ▪ Remaining in default (beyond cure) under any other written agreement with Snap-on Credit Snap-on or affiliates, ▪ Three defaults in 12-month period.
i. Franchisee's obligations on termination / nonrenewal	Section 23	Upon termination of agreement, obligations include complete payment of all amounts due, continued compliance with all outstanding obligations, warranties and agreements incurred during term of Franchisee Servicing Agreement. Snap-on Credit will not purchase any additional Franchisee Paper or Leases following termination.
j. Assignment of contract by Snap-on Credit	Section 18	No restriction on Snap-on Credit's right to assign all or any portion of (i) Franchisee Servicing Agreement, (ii) Leases, or (iii) Franchisee Paper purchased by Snap-on Credit.
k. "Transfer" by franchisee-defined	Section 18	Includes transfer of agreement or rights or duties under the agreement.
l. Snap-on Credit's approval of transfer by franchisee	Section 18	Snap-on Credit has the right to approve any assignment or delegation of any rights or duties under the agreement.
m. Conditions for Snap-on Credit approval of transfer	Not applicable	
n. Snap-on Credit's right of first refusal to acquire your business	Not applicable	
o. Snap-on Credit's option to purchase your business	Not applicable	
p. Death or disability of franchisee	Not applicable	
q. Non-competition covenants during the term of the franchise	Not applicable	

Provision	Section in Franchisee Servicing Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	
s. Modification of the agreement	Sections 4, 17 and 24 (also, if applicable, Paragraph 12 of Addendum to Franchisee Servicing Agreement, Franchisee Owned by Trust)	No modifications without mutual agreement but **Credit Programs** and Snap-on Credit Program Manual subject to change.
t. Integration/merger clause	Section 29	Only the terms of the Franchisee Servicing Agreement are binding and it supersedes all other promises, arrangements or agreements as to the subject matter. Subject to applicable state law (*see* w., below).
u. Dispute resolution by arbitration or mediation	Section 15 (also, if applicable, Paragraph 15 of Addendum to Franchisee Servicing Agreement, Franchisee Owned by Trust)	Except for certain provisional remedies, disputes arising out of the termination of your business or the termination or nonrenewal of the Franchisee Servicing Agreement, will be mediated prior to arbitration. Except for certain provisional remedies, all disputes must be arbitrated at the office of the American Arbitration Association closest to your Regional Sales Office. If not in your home state, you can agree to an office in your home state. Subject to state law, except the arbitration will be governed by the Federal Arbitration Act and the rules of the American Arbitration Association will apply. You waive your right to bring claims in a court of law and have a trial by jury.
v. Choice of forum	Section 15 (also, if applicable, Paragraph 15 of Addendum to Franchisee Servicing Agreement, Franchisee Owned by Trust)	You and Snap-on Credit consent to jurisdiction for enforcement of arbitration decisions or awards, and for provisional remedies. Subject to state law except to the extent the Federal Arbitration Act may apply in u., above.
w. Choice of law	Section 26 (also, if applicable, Paragraph 16 of Addendum to Franchisee Servicing Agreement, Franchisee Owned by Trust)	State of Illinois, however, if local law is applicable, the state you reside in at the time you sign this Agreement (subject to state law, except to the extent the Federal Arbitration Act may apply in u., above).

VEHICLE LEASE AGREEMENT

Provision	Section in Vehicle Lease Agreement	Summary
a. Term of the franchise	Not applicable	
b. Renewal or extension of the term	Section 21	If you are not in default, you may elect to enter into a lease renewal under terms agreed to between you and lessor.
c. Requirements for you to renew or extend	Not applicable	
d. Termination by franchisee	Section 24	If you terminate your franchise, you may elect to terminate prior to the end of lease within 14 days prior written notice, payment of all payments due, termination payment, repair and redelivery charges.
e. Termination by Lessor or-Snap-on Credit without cause	Not applicable	
f. Termination by Lessor or Snap-on Credit with cause	Sections 15 and 16	Lessor may accelerate lease, sue for all rent payments and/or retake possession of vehicle upon event of default.
g. "Cause" defined-curable defaults	Not applicable	

h. "Cause" defined-non curable defaults	Sections 15 and 16	The following defaults may lead to Lessors remedies in item f. above: failure to pay; cessation of business; or cessation being a Snap-on franchisee; insolvency; bankruptcy; petition filed against franchisee; appointment of receiver or similar appointment; transfer of franchise; untrue or unperformed statements representations or warranties, non-release attachments or levies, bulk transfer; default under other agreements; death of a guarantor.
i. Your obligations on termination/nonrenewal	Section 13	You must redeliver the van and pay any amounts owed plus any prepayment termination, redelivery and other charges.
j. Assignment of contract by lessor	Section 17	No restrictions on Lessor's right to assign.
k. "Transfer" by franchisee-defined	Section 17	Includes transfer of the agreement or rights or duties under the agreements, and transfer, sublet or lending of the vehicle.
l. Snap-on Credit's approval of transfer by franchisee	Section 17	You may not assign, transfer all or part of lease or vehicle without Lessor's prior written consent or sublet or lend the vehicle for use by anyone other than franchisee or franchisee's employees.
m. Conditions for Snap-on Credit's approval of transfer	Not applicable	
n. Snap-on Credit's right of first refusal to acquire franchisee's business	Not applicable	
o. Snap-on Credit's option to purchase franchisee's business	Not applicable	
p. Death or disability of franchisee	Not applicable	
q. Non-competition covenants during the term of the franchise	Not applicable	
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	
s. Modification of the agreement	Section 26	No modifications without mutual written agreement.
t. Integration / merger clause	Section 26	Written lease supersedes all other oral or written representations. Subject to applicable state law (*see* w., below)
u. Dispute resolution by arbitration or mediation	Section 28	Except for certain provisional remedies, disputes arising out of the termination of your business or the termination or nonrenewal of the Franchisee Servicing Agreement, will be mediated prior to arbitration. Except for certain provisional remedies, all disputes must be arbitrated at the office of the American Arbitration Association closest to your Regional Sales Office. If not in your home state, you can agree to an office in your home state. Subject to state law, except the arbitration will be governed by the Federal Arbitration Act and the rules of the American Arbitration Association will apply. You waive your right to bring claims in a court of law and have a trial by jury.
v. Choice of forum	Section 28	You and Lessor consent to jurisdiction for enforcement of arbitration decisions or awards, and for provisional remedies. Subject to state law except to the extent the Federal Arbitrator Act may apply in u., above.
w. Choice of law	Section 31	Law of State of Illinois (subject to state law, except to the extent the Federal Arbitration Act may apply in u. above).

ITEM 18
PUBLIC FIGURES

Cruz Pedregon races in the National Hot Rod Series and is currently sponsored by Snap-on. He will promote the Snap-on franchise and for that purpose will be paid $48,000. It is possible that this

sponsorship and promotion may be discontinued during the term of your franchise agreement. No other public figures will be used to promote our franchise.

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: (i) a franchisor provides the actual records of an existing outlet you are considering buying; or (ii) 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.

Paid Sales

The following Statement of "Paid Sales" ("Statement") illustrates the various levels of sales reported by franchisees in the Snap-on system for sales activity during the 2022 reporting period. Paid Sales are presented in $100,000 increments for paid sales between $200,000 and $2,000,000 per year. This information reflects a number of assumptions and limitations noted after the Statement, and which you should read together with the Statement.

THE NOTES THAT FOLLOW THIS STATEMENT ARE AN INTEGRAL PART OF THE STATEMENT.

REPORTED PAID SALES FOR 2022	Number of Franchisees Reporting	Percentage
Less than $200,000	21	0.73%
$200,000 to $299,999	53	1.85%
$300,000 to $399,999	102	3.55%
$400,000 to $499,999	250	8.71%
$500,000 to $599,999	330	11.49%
$600,000 to $699,999	423	14.73%
$700,000 to $799,999	400	13.93%
$800,000 to $899,999	344	11.98%
$900,000 to $999,999	254	8.85%
$1,000,000 to $1,099,999	251	8.74%
$1,100,000 to $1,199,999	169	5.89%
$1,200,000 to $1,299,999	84	2.93%
$1,300,000 to $1,399,999	54	1.88%
$1,400,000 to $1,499,999	51	1.78%
$1,500,000 to $1,599,999	37	1.29%
$1,600,000 to $1,699,999	24	0.84%
$1,700,000 to $1,799,999	11	0.38%
$1,800,000 to $1,899,999	3	0.10%
$1,900,000 to $1,999,999	2	0.07%
Over $2,000,000	8	0.28%
TOTAL	**2871**	**100.00%**

The Paid Sales figures used in this Statement are reported by specific franchisees and should not be

considered the actual or probable Paid Sales that may be realized by any franchisee. Paid Sales may be affected by a number of commercial variables and competitive market conditions.

Some franchisees have Paid Sales equal to these amounts. Your individual results may differ. There is no assurance that your Paid Sales will be as much.

NOTES:

I. Franchisee Information Included in the Statement.

We compiled the Statement from information reported to us by our franchisees. We have not attempted to verify the information received from franchisees and have no knowledge whether franchisees prepared the information submitted to us in accordance with generally accepted accounting principles.

The Statement includes only information received from franchisees who operated for all 12 months of the 2022 reporting period and for which we have received Paid Sales information for the full period. Accordingly, franchisees who began or ended operations during calendar year 2022 are not included in the Statement nor are franchisees who failed to submit all Paid Sales information for all of 2022.

Snap-on had 3,643 franchises that operated in all or part of 2022. Of those 3,643 franchises, there were 204 franchises that ceased operations due to retirement, cancellation, non-renewal or other termination and 169 that transferred their franchise business to a third party. Of those 373 franchises, 62 still operate one or more Snap-on franchise businesses. Of the 204 franchises that ended operations during 2022, 15 franchises operated for less than twelve months. Of the 169 franchises that transferred their franchise business to a third party, 11 transferred their franchise business after operating for less than twelve months.

Some franchisees reporting Paid Sales information have chosen to operate with a sales employee on either a full or part-time basis. Having an employee may impact their Paid Sales. We do not track which franchisees have sales employees.

If a franchisee operated an additional franchise, that additional franchise is reported as a separate "franchise" in the Statement.

The Statement does not include information on Paid Sales for Snap-on employees who sell tools and equipment to customers that are similar to a franchisee's customers or Paid Sales of Independents because Independents are not required to submit Paid Sales information.

II. Definition of "Paid Sales".

Snap-on franchisees do not have to report their total revenue to us. A franchisee's Paid Sales (defined below) should approximate "total revenues," except that a franchisee's sales of tools and equipment purchased from a source other than Snap-on and the value of tools and equipment accepted by a franchisee as a trade-in may not be included in the Paid Sales figure reported to us.

A franchisee's Paid Sales means the sum of: (1) all of the franchisee's cash sales and revolving account collections; and (2) all open accounts and credit sales assigned to Snap-on or Snap-on Credit by the franchisee. To the extent sales taxes are reported to Snap-on by franchisee, they are included in Paid Sales (each of these terms is defined below). All franchisees included in the Statement were requested to use the same definition of Paid Sales in the reports submitted to Snap-on.

Cash Sales – Those sales for which a franchisee receives a cash payment, which includes debit and credit card payments, at the time of the sale, including any cash down payment received on an open account, credit sale or a lease.

Revolving Account Collections – As described in Item 7, Revolving Account sales are credit sales between a franchisee and a franchisee's customer where a franchisee extends personal credit, usually

at no interest, to finance the customer's purchase of tools and equipment. Revolving account collections are the collections made by a franchisee on revolving account financing extended by the franchisee.

Open Account Sales – Open account sales are short term credit sales made by a franchisee to businesses which the franchisee assigns to Snap-on and for which Snap-on gives the franchisee immediate credit as if the franchisee's customer had paid in cash (*See* Item 10). Included in Paid Sales is the dollar amount of the credit (which excludes any down payment and trade-in allowance) given to a franchisee when Snap-on accepted assignment of an open account.

Credit Sales – For certain customer purchases a franchisee may assign to Snap-on Credit with Snap-on Credit's consent the credit sales contracts (including "Extended Credit Contracts") for customer purchases (*See* Item 10). Snap-on Credit credits a franchisee the net sales price (which excludes any down payment and trade-in allowance) for the tools or equipment being sold. This credit is included in Paid Sales.

Sales Tax – Most states require that a franchisee collect and pay sales tax on purchases made by franchisee's customers. To the extent sales taxes are reported to Snap-on by the franchisee they are included in Paid Sales.

III. Other Notes and Assumptions.
Percentage totals may not equal 100% due to rounding.

Reported Paid Sales are based on franchisee reports submitted weekly and do not correspond exactly with the calendar year. Some weekly reports cover Paid Sales beginning a few days before the start of the calendar year; others end a few days after. In all cases, Paid Sales figures above reflect no more than one year's Paid Sales.

The Statement reflects the various levels of Paid Sales in all parts of the United States, and the level of sales may vary based on several factors such as: your management skills, experience and business acumen, local economic conditions, local market for your **Products** and services and competition.

Substantiation of the data used in preparing this Statement will be made available to you upon reasonable request; however, no information that relates to any specific franchise will be made available.

Gross Profit

The common definition of gross profit is the net sales made less the cost of goods sold.

We sell **Products** to you at discounts ranging between 10% and 43.9% from suggested prices. Based on all franchisee purchases of **Products** from Snap-on in 2022, the average discount from suggested prices was 33.46 percent. This percentage also includes cash discount for the timely payment for **Products** purchased, but does not include any additional discount that may be offered by Snap-on from time to time.

You need to be aware that we do not have records that identify the actual selling price of **Products** sold by franchisees or the value of **Products** purchased by franchisee from suppliers other than Snap-on. This calculation assumes that the sale of **Products** by franchisees is at the suggested price. As it would apply to an individual franchisee, it is assumed that **Products** were sold at the suggested price; however, it is likely that some franchisees sell above suggested prices, that some sell under suggested prices and that some sell certain **Products** above and certain **Products** below suggested prices. It also assumes that a franchisee sells an average mix of **Products**, but the specific mix will

likely vary by franchisee. You should also remember that this percentage is computed only for **Products** purchased from us and does not include items purchased from outside sources.

This percentage is provided to you only as a guide as you determine your expected gross profit. You should not consider this as the actual or probable gross profit percentage that you will achieve. It will vary based on the **Product** mix you sell and the selling price at which you sell those **Products**.

Substantiation of the data used in arriving at this percentage will be made available to you upon reasonable request.

A sample evaluation Worksheet is attached as Appendix M.

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing company 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 our management by contacting Thomas Kasbohm, Director – Franchise System, 2801 80th Street, Kenosha, Wisconsin, 53143 (262.656.5753), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

For purposes of this Item 20, an "outlet" is analogous to the route or List of Calls that a franchisee will service. Although a route or List of Calls changes from time to time, for purposes of this Item 20 we have considered an outlet to be the same if it remains substantially similar. We have included outlets operated by Independents as a franchised outlet because the outlets are similar to those operated by franchisees. As of December 31, 2022, there were 39 Independent outlets.

System-wide Outlet Summary for Years 2020 – 2022
The chart below shows the total number of franchises and company-owned outlets for the last three fiscal years ending December 31, 2022, January 1, 2022, and January 2, 2021.

(TABLE NO. 1)

(Column 1) Outlet Type	(Column 2) Year	(Column 3) Outlets at the Start of the Year	(Column 4) Outlets at the End of the Year	(Column 5) Net Change
Franchised	2020	3302	3280	-22
	2021	3280	3287	+7
	2022	3287	3270	-17
Company Owned	2020	139	137	-2
	2021	137	141	+4
	2022	141	139	-2
TOTAL OUTLETS	2020	3441	3417	-24
	2021	3417	3428	+11
	2022	3428	3409	-19

NOTE: The total Outlets at the End of the Year 2022 in the chart above excludes 13 franchise outlets for which Snap-on entered into a franchise agreement, but the outlets were not operational as of the fiscal year ending December 31, 2022. As of the Effective Date of this disclosure document, all but

1 of these Outlets are in operation.

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) for Years 2020 – 2022

The chart below sets forth, on a state-by-state basis, the number of outlets transferred by a franchisee during the last three fiscal years ending December 31, 2022, January 1, 2022, and January 2, 2021. A transfer occurs when the franchisee transfers its interest in an outlet to a person other than Snap-on or any affiliate of Snap-on.

(TABLE NO. 2)

(Column 1) State	(Column 2) Year	(Column 3) Number of Transfers
AL	2020	0
	2021	0
	2022	0
AK	2020	0
	2021	0
	2022	0
AZ	2020	5
	2021	1
	2022	1
AR	2020	1
	2021	0
	2022	1
CA	2020	12
	2021	13
	2022	11
CO	2020	5
	2021	8
	2022	4
CT	2020	1
	2021	0
	2022	1
DE	2020	0
	2021	0
	2022	0
FL	2020	8
	2021	9
	2022	14
GA	2020	7
	2021	5
	2022	15
HI	2020	0
	2021	0
	2022	0
ID	2020	1
	2021	0
	2022	1

IL	2020	2
	2021	3
	2022	4
IN	2020	5
	2021	2
	2022	8
IA	2020	3
	2021	3
	2022	2
KS	2020	2
	2021	2
	2022	4
KY	2020	4
	2021	9
	2022	5
LA	2020	0
	2021	0
	2022	1
ME	2020	1
	2021	0
	2022	1
MD	2020	4
	2021	1
	2022	3
MA	2020	6
	2021	1
	2022	1
MI	2020	11
	2021	5
	2022	8
MN	2020	0
	2021	0
	2022	3
MS	2020	2
	2021	0
	2022	0
MO	2020	0
	2021	2
	2022	1
MT	2020	0
	2021	0
	2022	1
NE	2020	1
	2021	1
	2022	4
NV	2020	0
	2021	0
	2022	4

NH	2020	5
	2021	1
	2022	1
NJ	2020	2
	2021	1
	2022	2
NM	2020	0
	2021	0
	2022	0
NY	2020	6
	2021	7
	2022	9
NC	2020	8
	2021	10
	2022	9
ND	2020	1
	2021	1
	2022	1
OH	2020	10
	2021	3
	2022	5
OK	2020	1
	2021	3
	2022	2
OR	2020	2
	2021	1
	2022	1
PA	2020	3
	2021	1
	2022	11
RI	2020	1
	2021	0
	2022	0
SC	2020	2
	2021	5
	2022	3
SD	2020	1
	2021	1
	2022	2
TN	2020	3
	2021	0
	2022	2
TX	2020	8
	2021	10
	2022	8
UT	2020	0
	2021	1
	2022	1

VT	2020	0
	2021	3
	2022	0
VA	2020	3
	2021	8
	2022	5
WA	2020	4
	2021	5
	2022	3
WV	2020	0
	2021	0
	2022	1
WI	2020	3
	2021	4
	2022	5
WY	2020	0
	2021	0
	2022	0
DC	2020	0
	2021	0
	2022	0
PR	2020	0
	2021	0
	2022	0
TOTAL	2020	145
	2021	130
	2022	169

Status of Franchise Outlets for Years 2020 – 2022

The chart below sets forth, on a state-by-state basis, the status of outlets owned by franchisees for the last three fiscal years ending December 31, 2022, January 1, 2022, and January 2, 2021.

(TABLE NO. 3)

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Terminations	(Col. 6) Non-Renewals	(Col. 7) Reacquired by Franchisor	(Col. 8) Ceased Operations – Other Reasons	(Col. 9) Outlets at End of Year
AL	2020	39	3	0	0	4	0	38
	2021	38	4	0	0	4	0	37
	2022	37	1	0	0	4	0	34
AK	2020	13	0	0	0	1	0	12
	2021	12	0	0	0	0	0	12
	2022	12	3	0	0	3	0	12
AZ	2020	59	4	0	0	4	0	59
	2021	59	6	0	0	5	0	60
	2022	60	3	0	0	1	0	62
AR	2020	37	2	0	0	2	0	37
	2021	37	2	0	0	2	0	37
	2022	37	3	0	0	1	0	39

CA	2020	348	21	0	0	29	0	338
	2021	338	22	0	0	23	0	337
	2022	337	25	0	0	18	0	344
CO	2020	71	1	0	0	3	0	70
	2021	70	2	0	0	1	0	71
	2022	71	4	0	0	2	0	73
CT	2020	35	3	0	0	1	0	37
	2021	37	2	0	0	2	0	37
	2022	37	3	0	0	3	0	37
DE	2020	11	0	0	0	0	0	11
	2021	11	0	0	0	0	0	11
	2022	11	0	0	0	1	0	10
FL	2020	162	5	1	0	8	0	158
	2021	158	12	0	0	7	0	165
	2022	165	12	0	0	14	0	163
GA	2020	94	7	0	0	9	0	90
	2021	90	8	0	0	5	0	92
	2022	92	5	0	0	1	0	96
HI	2020	14	0	0	0	3	0	11
	2021	11	1	0	0	0	0	12
	2022	12	0	0	0	1	0	11
ID	2020	17	3	0	0	4	0	16
	2021	16	3	0	0	2	0	17
	2022	17	2	0	0	0	0	19
IL	2020	120	10	1	0	10	0	119
	2021	119	6	0	0	7	0	118
	2022	118	8	0	0	8	0	117
IN	2020	72	4	0	0	4	0	71
	2021	71	4	0	0	2	0	73
	2022	73	4	0	0	5	0	71
IA	2020	52	4	0	0	2	0	54
	2021	54	0	0	0	2	0	52
	2022	52	2	0	0	2	0	53
KS	2020	35	2	0	0	0	0	37
	2021	37	1	0	0	0	0	38
	2022	38	1	0	0	3	0	36
KY	2020	48	2	0	0	3	0	47
	2021	47	0	0	0	1	0	46
	2022	46	0	0	0	0	0	46
LA	2020	28	4	0	0	3	0	29
	2021	29	1	0	0	3	0	26
	2022	26	2	0	0	1	0	28
ME	2020	20	1	0	0	0	0	21
	2021	21	2	0	0	1	0	22
	2022	22	0	0	0	1	0	21
MD	2020	74	4	0	0	2	0	76
	2021	76	2	0	0	5	0	72
	2022	72	1	0	0	3	0	70
MA	2020	81	2	0	0	5	0	78
	2021	78	2	0	0	2	0	78
	2022	78	2	0	0	2	0	78
MI	2020	114	3	0	0	2	0	114
	2021	114	4	0	0	3	0	114
	2022	114	4	0	0	5	0	113

MN	2020	60	3	0	0	6	0	57
	2021	57	4	0	0	4	0	57
	2022	57	5	0	0	3	0	59
MS	2020	20	1	0	0	1	0	20
	2021	20	0	0	0	0	0	21
	2022	21	3	1	0	3	0	19
MO	2020	60	7	0	0	3	0	65
	2021	65	3	0	0	1	0	67
	2022	67	3	0	0	4	0	65
MT	2020	19	2	0	0	5	0	16
	2021	16	1	0	0	4	0	13
	2022	13	3	0	0	0	0	16
NE	2020	34	2	0	0	3	0	32
	2021	32	2	0	0	1	0	33
	2022	33	2	0	0	2	0	32
NV	2020	27	0	0	0	1	0	26
	2021	26	4	0	0	5	0	25
	2022	25	3	0	0	1	0	27
NH	2020	28	0	0	0	0	0	28
	2021	28	0	0	0	0	0	28
	2022	28	0	0	0	1	0	27
NJ	2020	108	5	0	0	7	0	105
	2021	105	9	0	0	9	0	105
	2022	105	3	0	0	5	0	103
NM	2020	12	2	0	0	1	0	13
	2021	13	1	0	0	0	0	14
	2022	14	4	0	0	3	0	15
NY	2020	182	6	0	0	6	0	182
	2021	182	8	0	0	13	0	177
	2022	177	7	0	0	11	0	173
NC	2020	90	6	0	0	4	0	91
	2021	91	4	0	0	4	0	91
	2022	91	5	0	0	8	0	88
ND	2020	16	0	0	0	0	0	16
	2021	16	1	0	0	1	0	16
	2022	16	1	0	0	3	0	14
OH	2020	130	8	0	0	5	0	134
	2021	134	3	0	0	2	0	136
	2022	136	4	0	0	4	0	136
OK	2020	49	6	0	0	8	0	48
	2021	48	5	0	0	5	0	47
	2022	47	3	0	0	5	0	45
OR	2020	46	1	0	0	1	0	46
	2021	46	4	0	0	6	0	44
	2022	44	4	0	0	5	0	43
PA	2020	187	10	0	0	14	0	183
	2021	183	17	0	0	14	0	186
	2022	186	10	0	0	20	0	176
RI	2020	14	0	0	0	0	0	14
	2021	14	2	0	0	2	0	14
	2022	14	1	0	0	2	0	13

SC	2020	42	3	0	0	2	0	43
	2021	43	1	0	0	1	0	43
	2022	43	0	0	0	0	0	43
SD	2020	14	1	0	0	1	0	14
	2021	14	0	0	0	0	0	14
	2022	14	2	0	0	2	0	14
TN	2020	56	3	0	0	3	0	56
	2021	56	3	0	0	2	0	57
	2022	57	5	0	0	4	0	58
TX	2020	244	18	0	0	13	0	248
	2021	248	10	0	0	12	0	247
	2022	247	14	0	0	13	0	248
UT	2020	31	2	0	0	1	0	32
	2021	32	3	0	0	1	0	34
	2022	34	7	0	0	8	0	33
VT	2020	15	1	0	0	1	0	15
	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15
VA	2020	93	5	0	0	6	0	92
	2021	92	9	0	0	9	0	92
	2022	92	9	0	0	10	0	91
WA	2020	58	7	0	0	7	0	56
	2021	56	6	0	0	3	0	58
	2022	58	6	0	0	4	0	60
WV	2020	15	3	0	0	1	0	17
	2021	17	2	0	0	2	0	17
	2022	17	1	0	0	1	0	17
WI	2020	76	3	0	0	3	0	76
	2021	76	4	0	0	3	0	77
	2022	77	0	0	0	0	0	77
WY	2020	14	1	0	0	1	0	14
	2021	14	0	0	0	2	0	12
	2022	12	0	0	0	0	0	12
DC	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	1
	2022	1	0	0	0	1	0	0
PR	2020	18	0	0	0	0	0	18
	2021	18	1	0	0	0	0	19
	2022	19	0	0	0	1	0	18
TOTAL	2020	3302	191	2	0	203	0	3280
	2021	3280	191	0	0	183	0	3287
	2022	3287	190	1	0	203	0	3270

NOTE: The total Outlets Opened and Outlets at End of Year 2022 in the chart above, excludes 13 franchise outlets for which Snap-on entered into a franchise agreement, but the outlets were not operational as of the fiscal year ending December 31, 2022. Of the 13, 3 (1-IL; 1-IN; 1-NE) were as the result of a transfer that was not operational at end of year 2022. As of the Effective Date of this disclosure document, all but 1 of these outlets are in operation.

NOTE: In the Outlet counts for 2020, the following adjustments were made to reflect the state where the majority of the stops on the List of Calls is located at end of year: IN, MI, MO, MT, OH, OK, and TX.

NOTE: In the Outlet counts for 2021, the following adjustments were made to reflect the state where the majority of the stops on the List of Calls is located at end of year: AL, FL, GA, LA, MD, MI, MS,

OH, OK, TX, WA and District of Columbia.

NOTE: In the Outlet counts for 2022, the following adjustments were made to reflect the state where the majority of the stops on the List of Calls is located at end of year: IA, LA, MS and MO.

NOTES: In the table above, certain outlets or franchises changed ownership two or more times during the same fiscal year. Set forth below is a description of those changes:

AK 2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

AL 2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2021 – 1 Franchise ceased operations in 2021, was reacquired by Snap-on and re-franchised in 2021.

2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

AR 2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2021 – 1 Franchise ceased operations in 2021, was reacquired by Snap-on and re-franchised in 2021.

2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

AZ 2020 – 3 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2021 – 4 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022

CA 2020 – 19 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2020 – 1 Franchise ceased operations in 2020 and was re-franchised in 2020.

2020 – 1 Independent ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2021 – 1 Franchise was terminated for cause, was reacquired by Snap-on and re-franchised in 2021.

2021 – 1 Independent ceased operations in 2021, was reacquired by Snap-on, re-franchised in 2021, ceased operations again in 2021 and reacquired by Snap-on.

2021 – 1 Franchise ceased operations in 2021, was reacquired by Snap-on (with no assets)

and re-franchised in 2021.

2021 – 11 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 12 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

CO 2021 – 1 Franchise ceased operations in 2021, was reacquired by Snap-on and re-franchised in 2021.

2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

CT 2020 – 1 Independent ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2021 – 1 Franchise ceased operations in 2021, was reacquired by Snap-on and re-franchised in 2021.

2022 – 2 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

FL 2020 – 2 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2020 – 1 Franchise was terminated for cause, was reacquired by Snap-on (with no assets) and re-franchised in 2020.

2021 – 5 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 7 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

2022 – 1 Independent ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on, re-franchised in 2022, the Franchise ceased operations again in 2022 and was transferred to a 3rd party in 2022.

GA 2020 – 3 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2020 – 2 Franchises ceased operations in 2020, were reacquired by Snap-on, were re-franchised in 2020, ceased operations again in 2020 and reacquired by Snap-on.

2021 – 5 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

2022 – 1 Franchisee transferred to a 3rd party in 2022, the Franchise ceased operations and was transferred to a 3rd party again in 2022.

ID 2020 – 4 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2021 – 2 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

IL 2020 – 5 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2021 – 1 Franchise ceased operations in 2021, was reacquired by Snap-on, was re-franchised in 2021, ceased operations again in 2021 and reacquired by Snap-on.

2021 – 2 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 5 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

IN 2020 – 3 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2020 – 1 Franchise ceased operations in 2020 and was re-franchised in 2020.

2021 – 2 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 2 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

IA 2020 – 2 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

KS 2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

KY 2020 – 2 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

LA 2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2021 – 1 Franchise ceased operations in 2021, was reacquired by Snap-on and re-franchised in 2021.

2022 – 2 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022

MD 2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2021 – 2 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised

in 2021.

2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

ME 2021 – 1 Franchise ceased operations in 2021, was reacquired by Snap-on and re-franchised in 2021.

MA 2020 – 3 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

MI 2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2021 – 1 Franchise ceased operations in 2021, was reacquired by Snap-on and re-franchised in 2021.

2022 – 4 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

MN 2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2021 – 3 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

MO 2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2022 – 3 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

MS 2022 – 1 Independent ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

MT 2020 – 2 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2021 – 3 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

NE 2020 – 2 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2021 – 1 Franchise ceased operations in 2021, was reacquired by Snap-on and re-franchised in 2021.

2022 – 2 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised

in 2022.

NV 2021 – 4 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on, re-franchised in 2022, the Franchise ceased operations again in 2022 and was transferred to a 3rd party in 2022.

NJ 2020 – 3 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2020 – 1 Franchise was terminated for cause in 2020, reacquired by Snap-on and re-franchised in 2020.

2020 – 1 Independent ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2021 – 5 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

NM 2022 – 2 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

NY 2020 – 3 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2021 – 7 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 5 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

2022 – 1 Franchise was terminated for cause in 2022, was reacquired by Snap-on and re-franchised in 2022.

NC 2020 – 4 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2021 – 4 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 1 Franchisee transferred to a 3rd party in 2022, the Franchise ceased operations and was transferred to a 3rd party again in 2022.

2022 – 2 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

ND 2021 – 1 Independent ceased operations in 2021, was reacquired by Snap-on and re-franchised in 2021.

2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022

OH 2020 – 3 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2020 – 1 Franchisee transferred to a 3rd party in 2020, the Franchise ceased operations and was reacquired by Snap-on and re-franchised in 2020.

2022 – 2 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

OK 2020 – 4 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2021 – 2 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 3 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

2022 – 1 Independent ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

OR 2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2021 – 4 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 2 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

PA 2020 – 9 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2020 – 1 Franchise was terminated for cause in 2020, was reacquired by Snap-on and re-franchised in 2020.

2021 – 12 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 12 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

RI 2021 – 2 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

SC 2020 – 2 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

SD 2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2022 – 2 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

TN 2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2021 – 1 Franchise ceased operations in 2021, was reacquired by Snap-on and re-franchised in 2021.

2022 – 3 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

TX 2020 – 6 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on, re-franchised in 2020, ceased operations again in 2020 and was reacquired by Snap-on.

2020 - 1 Franchise started and ceased operations in 2020 and was reacquired by Snap-on in 2020.

2020 – 1 Franchise was terminated for cause in 2020, reacquired by Snap-on and re-franchised in 2020.

2021 – 8 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 8 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

UT 2021 – 1 Franchise ceased operations in 2021, was reacquired by Snap-on and re-franchised in 2021.

2022 – 6 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

VA 2020 – 2 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2021 – 7 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 7 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

VT 2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

WA 2020 – 6 Franchises ceased operations in 2020, were reacquired by Snap-on and re-franchised in 2020.

2021 – 2 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 3 Franchises ceased operations in 2022, were reacquired by Snap-on and re-franchised in 2022.

WI 2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2021 – 2 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

WV 2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

2021 – 2 Franchises ceased operations in 2021, were reacquired by Snap-on and re-franchised in 2021.

2022 – 1 Franchise ceased operations in 2022, was reacquired by Snap-on and re-franchised in 2022.

WY 2020 – 1 Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised in 2020.

The number of outlets reacquired by Snap-on includes outlets where the franchise was terminated for cause and the assets reacquired by Snap-on or where Snap-on unilaterally refused renewal and reacquired the assets. Because Snap-on also reacquires these outlets after the franchise has been terminated or not renewed by Snap-on, these outlets are set forth in the "Reacquired by Franchisor" column. The number of outlets in the "Terminations" column includes outlets where the franchise was terminated for cause, but Snap-on did not reacquire the assets or where Snap-on unilaterally refused renewal and did not reacquire the assets. Set forth below is a state-by-state listing of the number of franchises that were terminated for cause or not renewed by Snap-on during the last three fiscal years. The balance in the column represents the outlets where the franchisee ceased operations and the outlet was reacquired by Snap-on.

CA 2020 – 1 franchise was terminated for cause.
2021 – 1 franchise was terminated for cause.
2022 – 1 franchise was repurchased by Snap-on.
FL 2020 – 1 franchise terminated for cause.
2020 – 1 franchise was repurchased by Snap-on.
2022 – 2 franchises were repurchased by Snap-on.
GA 2020 – 1 franchise was repurchased by Snap-on.
IL 2020 – 1 franchise was terminated for cause.
2020 – 2 franchises were repurchased by Snap-on.
MI 2022 – 2 franchises were repurchased by Snap-on.
MS 2022 – 1 franchise was terminated for cause.
NC 2022 – 1 franchise was repurchased by Snap-on.
NH 2022 – 1 franchise was repurchased by Snap-on.
NJ 2020 – 1 franchise was terminated for cause.
NY 2020 – 1 franchise was terminated for cause.
2021 – 1 franchise was repurchased by Snap-on.
2022 – 2 franchises were terminated for cause.
OH 2020 – 1 franchise was repurchased by Snap-on.
PA 2020 – 1 franchise was terminated for cause.

TX 2020 – 1 franchise was terminated for cause.
2020 – 2 franchises were repurchased by Snap-on.
2022 – 1 franchise was repurchased by Snap-on.
UT 2022 – 1 franchise was repurchased by Snap-on.

Status of Company-Owned Outlets for Years 2020 – 2022
The chart below sets forth, on a state-by-state basis, the status of Company-owned outlets for the last three fiscal years ending December 31, 2022, January 1, 2022, and January 2, 2021.

(TABLE NO. 4)

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Outlets Reacquired from Franchisees	(Col. 6) Outlets Closed	(Col. 7) Outlets Sold to Franchisees	(Col. 8) Outlets at End of Year
AL	2020	5	0	4	4	3	2
	2021	2	2	4	0	4	4
	2022	4	3	4	3	1	7
AK	2020	0	1	1	1	0	1
	2021	1	0	0	0	0	1
	2022	1	0	3	1	3	0
AZ	2020	3	0	4	0	4	3
	2021	3	2	5	2	6	2
	2022	2	2	1	0	3	2
AR	2020	3	0	2	1	2	2
	2021	2	0	2	1	2	1
	2022	1	2	1	0	3	1
CA	2020	13	8	29	14	21	15
	2021	15	7	23	8	22	15
	2022	15	8	18	1	25	15
CO	2020	2	2	3	3	1	3
	2021	3	1	1	0	2	3
	2022	3	0	2	0	4	1
CT	2020	3	0	1	0	3	1
	2021	1	0	2	0	2	1
	2022	1	1	3	1	3	1
DE	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	1	1	0	0
FL	2020	5	3	8	4	5	7
	2021	7	3	7	0	12	5
	2022	5	2	14	2	12	7
GA	2020	2	6	9	6	7	4
	2021	4	3	5	0	8	4
	2022	4	2	1	0	5	2
HI	2020	0	1	3	3	0	1
	2021	1	1	0	0	1	1
	2022	1	0	1	1	0	1
ID	2020	1	0	4	1	3	1
	2021	1	1	2	1	3	0
	2022	0	3	0	0	2	1

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Outlets Reacquired from Franchisees	(Col. 6) Outlets Closed	(Col. 7) Outlets Sold to Franchisees	(Col. 8) Outlets at End of Year
IL	2020	8	2	10	1	10	9
	2021	9	2	7	2	6	10
	2022	10	2	8	3	8	9
IN	2020	4	1	4	1	4	4
	2021	4	2	2	1	4	3
	2022	3	0	5	2	4	2
IA	2020	1	2	2	0	4	1
	2021	1	1	2	2	0	2
	2022	2	1	2	1	2	2
KS	2020	3	1	0	0	2	2
	2021	2	1	0	1	1	1
	2022	1	0	3	2	1	1
KY	2020	0	0	3	1	2	0
	2021	0	1	1	1	0	1
	2022	1	0	0	0	0	1
LA	2020	2	3	3	1	4	3
	2021	3	0	3	2	1	3
	2021	3	1	1	1	2	2
ME	2020	3	0	0	0	1	2
	2021	2	1	1	1	2	1
	2022	1	0	1	1	0	1
MD	2020	2	2	2	2	4	0
	2021	0	0	5	3	2	0
	2022	0	2	3	2	1	2
MA	2020	3	0	5	3	2	3
	2021	3	3	2	1	2	5
	2022	5	2	2	4	2	3
MI	2020	6	2	2	1	3	6
	2021	6	2	3	0	4	7
	2022	7	1	5	2	4	7
MN	2020	4	2	6	4	3	5
	2021	5	3	4	2	4	6
	2022	6	2	3	0	5	6
MS	2020	2	0	1	1	1	1
	2021	1	2	0	0	0	3
	2022	3	0	3	2	3	1
MO	2020	6	3	3	0	7	5
	2021	5	3	1	0	3	6
	2022	6	0	4	1	3	6
MT	2020	1	0	5	4	2	0
	2021	0	0	4	3	1	0
	2022	0	4	0	0	3	1

NE	2020	1	0	3	1	2	1
	2021	1	1	1	0	2	1
	2022	1	0	2	0	2	1
NV	2020	0	1	1	1	0	1
	2021	1	0	5	1	4	1
	2022	1	1	1	0	3	0
NH	2020	1	0	0	1	0	0
	2021	0	0	0	0	0	0
	2022	0	1	1	1	0	1
NJ	2020	1	0	7	2	5	1
	2021	1	2	9	1	9	2
	2022	2	1	5	3	3	2
NM	2020	7	0	1	1	2	5
	2021	5	1	0	1	1	4
	2022	4	1	3	0	4	4
NY	2020	3	2	6	2	6	3
	2021	3	5	13	7	8	6
	2022	6	3	11	5	7	8
NC	2020	6	2	4	1	6	5
	2021	5	0	4	1	4	4
	2022	4	0	8	4	5	3
ND	2020	0	0	0	0	0	0
	2021	0	0	1	0	1	0
	2022	0	1	3	2	1	1
OH	2020	3	5	5	0	8	5
	2021	5	2	2	2	3	4
	2022	4	1	4	2	4	3
OK	2020	0	0	8	2	6	0
	2021	0	0	5	0	5	0
	2022	0	1	5	3	3	0
OR	2020	0	1	1	0	1	1
	2021	1	1	6	4	4	0
	2022	0	5	5	2	4	4
PA	2020	4	3	14	4	10	7
	2021	7	2	14	2	17	4
	2022	4	2	20	10	10	6
RI	2020	0	0	0	0	0	0
	2021	0	0	2	0	2	0
	2022	0	0	2	1	1	0
SC	2020	2	1	2	2	3	0
	2021	0	1	1	0	1	1
	2022	1	0	0	0	0	1
SD	2020	0	0	1	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	2	0	2	0
TN	2020	3	2	3	1	3	4
	2021	4	1	2	1	3	3
	2022	3	0	4	1	5	1

TX	2020	9	5	13	1	18	8
	2021	8	5	12	5	10	10
	2022	10	2	13	4	14	7
UT	2020	2	0	1	0	2	1
	2021	1	3	1	1	3	1
	2022	1	1	8	1	7	2
VT	2020	0	0	1	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
VA	2020	6	5	6	5	5	7
	2021	7	2	9	0	9	9
	2022	9	2	10	3	9	9
WA	2020	3	0	7	1	7	2
	2021	2	2	3	0	6	1
	2022	1	2	4	1	6	0
WV	2020	4	1	1	0	3	3
	2021	3	0	2	0	2	3
	2022	3	0	1	0	1	3
WI	2020	1	1	3	1	3	1
	2021	1	1	3	0	4	1
	2022	1	0	0	1	0	0
WY	2020	1	0	1	0	1	1
	2021	1	0	2	2	0	1
	2022	1	0	0	0	0	1
DC	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	1	1	0	0
PR	2020	0	0	0	0	0	0
	2021	0	1	0	0	1	0
	2022	0	0	1	1	0	0
TOTAL	2020	139	68	203	82	191	137
	2021	137	71	183	59	191	141
	2022	141	62	203	77	190	139

NOTES: The “Outlets Closed” column includes company-owned outlets that ceased being operated by an employee. It also includes situations where the outlet or List of Calls has been dissolved and the “outlet” no longer exists as it had in prior years. The “Outlet Closed” column also includes the outlets or routes which are vacant at the end of the fiscal year and not being serviced by a company-owned representative or a franchisee.

Projected New Franchised and Company-Owned Outlets during the 2023 Fiscal Year
The chart below sets, on a state-by-state basis, the projected opening of outlets to be opened during the 2023 fiscal year.

(TABLE NO. 5)

(Column 1) State	(Column 2) Franchise Agreements Signed but Outlet Not Opened	(Column 3) Projected New Franchised Outlet in the Next Fiscal Year	(Column 4) Projected New Company-Owned Outlets in the Next Fiscal Year
AL	2	7	3
AK	0	2	0
AZ	0	4	1
AR	0	3	1
CA	0	35	7
CO	0	6	0
CT	0	5	0
DE	0	2	1
FL	0	14	3
GA	0	10	1
HI	0	4	1
ID	0	2	0
IL	1	11	2
IN	1	9	2
IA	0	6	0
KS	0	3	1
KY	0	5	1
LA	0	4	1
ME	0	5	1
MD	0	10	1
MA	0	7	2
MI	1	13	3
MN	0	8	2
MS	0	0	0
MO	0	4	1
MT	0	4	0
NE	1	1	0
NV	0	5	0
NH	0	2	0
NJ	1	13	0
NM	0	1	1
NY	0	16	3
NC	0	12	2
ND	0	3	0
OH	0	11	3
OK	2	4	0
OR	0	11	1
PA	3	20	3
RI	0	2	1
SC	0	4	1
SD	0	3	1

(Column 1) State	(Column 2) Franchise Agreements Signed but Outlet Not Opened	(Column 3) Projected New Franchised Outlet in the Next Fiscal Year	(Column 4) Projected New Company-Owned Outlets in the Next Fiscal Year
TN	0	10	1
TX	0	14	3
UT	0	9	1
VT	0	1	0
VA	0	13	3
WA	1	3	0
WV	0	6	1
WI	0	9	1
WY	0	4	2
DC	0	0	0
PR	0	3	0
TOTAL	13	363	63

NOTE: Of the 13 Franchise Agreements Signed but Outlet Not Opened as of fiscal year ending December 31, 2022, in the table above, all but 1 of these outlets are in operation as of the Effective Date of this disclosure document.

NOTE: Projected outlets are those that will sign a new franchise agreement in the next fiscal year.

A list of the names of all current franchisees as of December 31, 2022, along with their addresses and telephone numbers are listed as Appendix E to this disclosure document.

Attached as Appendix F is a list of the names, city and state, and last known business or home telephone number of franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the fiscal year ended December 31, 2022, or who has not communicated with Snap-on within 10 weeks of the date of this disclosure document. It includes 306 former franchisees or Independents who are no longer in the system.

If you buy this franchise, your contact information will be disclosed to other buyers, including after you leave the franchise system.

In some instances, current and former franchisees sign agreements with provisions restricting their ability to speak openly about their experience with Snap-on. 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.

We created a National Franchise Advisory Council ("NFAC"), which currently consists of 9 franchisees elected by their peers and 3 members that are appointed. It meets with management at least two times a year and brings to management's attention issues raised by franchisees. Information about the NFAC or their members can be obtained from Robert Smith, Ombudsman, at 2801 80th Street, Kenosha, Wisconsin, 53143.

ITEM 21
FINANCIAL STATEMENTS

Attached as Appendix G to this disclosure document are Snap-on Incorporated's audited consolidated financial statements, including comparative balance sheets as of December 31, 2022, and January 1, 2022, and statements of earnings, stockholders equity and cash flows for the years ended December 31, 2022, January 1, 2022, and January 2, 2021. Snap-on Incorporated absolutely and unconditionally guarantees to assume the duties and obligations of Snap-on to those franchisees who purchase franchises from Snap-on prior to the expiration of this disclosure document. A copy of the guarantee of Snap-on Incorporated is also attached as Appendix H.

ITEM 22
CONTRACTS

The following agreements are attached as Appendix I to this disclosure document:

I.1.A Franchise Agreement
I.1.B Owner's Guaranty of Franchisee's Obligations
I.1.C.1 Addendum to Snap-on Tools Franchise Agreement (Renewal Franchise)
I.1.C.2 Addendum to Snap-on Tools Franchise Agreement (Transfer Franchise)
I.1.C.3 Addendum to Snap-on Tools Franchise Agreement (Additional Franchise)
I.1.C.4 Addendum to Snap-on Tools Franchise Agreement (Veterans Discount)
I.1.C.5 SBA Mandated Addendum to Franchise Agreement
I.1.C.6. Addendum to Snap-on Tools Franchise Agreement (Franchisee owned by Trust)
I.1.D Verifone Franchisee Adoption Agreement
I.1.E Paymentech Merchant Application and Agreement

I.2.A Franchisee Servicing Agreement
I.2.B Addendum to Franchisee Servicing Agreement (Franchisee Owned by Trust)

I.3.A Loan and Security Agreement
I.3.B Addendum to Loan and Security Agreement (Franchisee Owned by Trust)
I.3.C Continuing Unconditional Guarantee
I.3.D Snap-on Credit Automated Payment Plan
I.3.E Assignment of Loan and Franchisee Servicing Agreement

I.4 Promissory Note

I.5. Snap-on Tools Software License, Maintenance and Development Agreement

I.6.A.1 RA Financing Agreement
I.6.A.2 RA Financing Agreement (Transfer Franchise)
I.6.B RA Loan Addendum to Loan and Security Agreement
I.6.C RA Loan Promissory Note

I.7 Vehicle Lease Agreement, Amendment to Vehicle Lease Agreement, Addendum to Vehicle Lease Agreement (Franchisee Owned by Trust), Continuing Unconditional Guarantee, Acceptance Certificate, Van Maintenance Agreement, Snap-on Credit Automated Payment Plan for Van Payments and Vehicle Lease Assumption Agreement

I.8 Snap-on Credit Automated Payment Plan for Extended Credit Payments

I.9 Franchisee Web Page Participation Agreement

I.10.A Release (Additional)
I.10.B Release (Renewal)
I.10.C Consent to Transfer Agreement

ITEM 23
RECEIPT

The last two pages of this disclosure document are detachable documents acknowledging your receipt of the disclosure document. Keep one copy of this receipt and return the other, fully executed, to us.

Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in California

1. Except as set forth in Appendices A and B, neither Snap-on nor any of the persons identified in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, suspending or expelling such persons from membership in such association or exchange.

2. The following sentence is added at the end of Item 6:

Snap-on cannot ascertain the amount of the Credit Programs and Open Account Payments, Indemnification or Administrative Handling Charge as each of these fees will vary from franchisee to franchisee and will depend on your particular circumstances.

3. The following paragraphs are added at the end of Item 17 of the disclosure document pursuant to regulations under the California Franchise Investment Law:

California Law Regarding Termination and Non-Renewal. California Business and Professions Code, sections 20000 through 20043, provide rights to franchisees concerning termination of the franchise. If the Franchise Agreement contains a provision that is inconsistent with this law, the law will control.

Termination upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (Title 11, United States Code, section 101 and following sections).

Arbitration. The Franchise Agreement requires binding arbitration. The arbitration will occur at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which franchisee was assigned prior to the dispute; provided, however, if such office is outside the state in which the franchisee resides, franchisee may cause the arbitration to be held within franchisee's state of residence at a place mutually convenient to the parties and the arbitrator. The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen in accordance with the American Arbitration Association Rules. Snap-on shall pay the arbitrator's fees and other costs relating to the arbitration forum, but the parties will be responsible for their own costs and for their own attorneys' fees should they choose to be represented by counsel, unless the arbitrator shifts one party's costs and attorneys' fees to the other party in accordance with applicable law.

Applicable Law. The Franchise Agreement requires application of the laws of the state in which the List of Calls is located, or if the List of Calls is located in more than one state, the state in which the majority of stops on the List of Calls is located at the time the Franchise Agreement was executed, except to the extent that the Federal Arbitration Act shall apply. This provision may not be enforceable under California law.

Post-Term Noncompetition Covenant. The Franchise Agreement contains a post-term covenant not to compete. This provision may not be enforceable under California law.

4. The following paragraph is added at the end of Item 19 of the disclosure document pursuant to regulations under the California Franchise Investment Law:

> "The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees listed in the Franchise Disclosure Document may be one source of this information.

OUR WEBSITE IS WWW.SNAPON.COM. 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.

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 FRANCHISE DISCLOSURE DOCUMENT.

Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Hawaii

The State of Hawaii requires that the following statement be added to the Cover Page of the disclosure document:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR 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 ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

The State of Hawaii also requires that the following additional information be provided with respect to Item 17 of the Franchise disclosure document:

1. Under the Hawaii Franchise Investment Law, the conditions under which Snap-on may repurchase inventory cannot be conditioned upon signing a termination agreement (*see* the Addendum to Franchise Agreement for Use in Hawaii).

The following paragraphs are added at the end of Item 20 of this disclosure document pursuant to regulation promulgated under the Hawaii Franchise Investment Law:

The following list reflects the status of the franchise registrations of Snap-on in the states which require registration:

a. The states in which this proposed registration is effective: California (exempt), Florida (exempt), Hawaii, Illinois (exempt), Indiana (exempt), Maine, Maryland (exempt), Michigan, Minnesota, Nebraska (exempt), New York (exempt), North Carolina, North Dakota (exempt), Rhode

Island (exempt), South Dakota, Utah (exempt), Virginia (exempt), Washington (exempt) and Wisconsin (exempt).

b. The states in which this proposed registration is or will be shortly on file: None.

c. The states, if any, which have refused, by order or otherwise, to register these franchises: None.

d. The states, if any, which have revoked or suspended the right to offer these franchises: None.

e. The states, if any, in which the proposed registration of these franchises has been withdrawn: None.

Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Illinois

The State of Illinois requires that the following additional information be provided with respect to Item 17 of the disclosure document:

1. The conditions under which a franchisee can be terminated may be affected by Illinois law, 815 ILCS 707/19 and 705/20.

2. Any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void provided that a franchise agreement may provide for arbitration in a forum outside of the State.

3. Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act (the "Act") or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Maine

The following additional information is required to be disclosed by Maine law:

1. As required by Maine law, Snap-on has secured a bond in the amount of $30,000 issued by Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT, 06183. Before signing a contract to purchase a business opportunity, you should check with the surety company to determine the current status of the bond.

2. Pursuant to Maine law, you have the right to avoid the contract for purchase of this business opportunity within 3 business days following the signing of the contract. You should obtain and study a copy of the law regulating the sale of business opportunities before you attempt to avoid the contract. This law is found in the Maine Revised Statutes, Title 32, section 4698.

3. We are required by law to have in our possession materials which constitute a reasonable basis for representations concerning estimated, projected and actual sales, income and gross or net profits. We will provide you with this information upon your request.

Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Maryland

Even though contrary language may appear in the franchise disclosure document, the Franchise Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Maryland:

1. Franchisees may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law and the Franchise Agreement is amended as such.

2. No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the Maryland Franchise Registration and Disclosure Law.

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

4. To the extent that any such representations are requested in the Franchise Agreement they are not intended to nor do they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure laws Section 14-226 and the Franchisee's acknowledgements in the agreements are so amended.

5. Under COMAR Section 02.02.08.16L any general release required as a condition of renewal, sale, and/or assignment/transfer in Item 17 as well as in the Franchise Agreement shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law and the Franchise Agreement is amended as such.

Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Minnesota

1. The second paragraph in Item 13 of the disclosure document is amended to add the following language as the last sentence:

However, Snap-on will indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that your use of Snap-on's trademarks infringes trademark rights of the third party; provided that you give notice to Snap-on of any such claim within 10 days and you tender to Snap-on defense of the claim and management of the defense, including the right to compromise, settle, or otherwise resolve the claims and to decide whether to appeal any determination involving the claim.

2. Snap-on will comply with Minnesota Statutes section 80C.14, subdivisions 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) (*See* Item 17 of the disclosure document and the Addendum to the Franchise Agreement for Use in Minnesota).

3. The State of Minnesota requires that the Cover Page and Item 17 of the disclosure document be amended to include the following language as it concerns governing law, jurisdiction and venue, and choice of forum:

"Pursuant to Minn. Stat. 80C.21 and 80C.17 subd.5 and Minn. Rule 2860.4400D and J, this section shall not in any way abrogate or reduce any rights of the franchisee as provided for in Minnesota Statutes, Chapter 80C."

Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in New York

1. The cover page of the franchise disclosure document is amended to add the following statement:

> **INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY A STATE DOES NOT MEAN THAT A STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT 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 WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. Item 3 of this franchise disclosure document is amended by adding the following at the end of the item:

Neither the franchisor, its predecessor, a person identified in Item 2 nor any of its affiliates offering franchises under the franchisor's principal trademark:

A. 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. Moreover, there are no pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge, within the ten-year period immediately preceding the application for registration, has been convicted or of pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. Is subject to a currently effective injunction 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 injunction 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. Item 4 is deleted in its entirety and the following is substituted in its place:

Item 4 – Bankruptcy

Neither the franchisor nor any of its affiliates, its predecessor or officers during the 10-year period immediately before the date of the Franchise disclosure document : (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

4. Item 5 is amended to add the following language at the end of the Item:

We use the initial fees to cover costs incurred in performing our obligations under the Franchise Agreement and to cover other overhead expenses.

5. Item 17 is amended by deleting the first paragraph and substituting the following:

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

7. The following language is added to Item 17 in the Summary section of provision (d), entitled **Termination by you**:

Franchisee can terminate upon any grounds available by law.

8. The following language is added to Item 17 in the Summary section of provision (w), entitled **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.

Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in North Carolina

The following additional information is required to be disclosed by North Carolina law:

1. As required by North Carolina law, Snap-on has secured a bond issued by Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT, 06183, a surety company authorized to do business in this State. Before signing a contract to purchase this business opportunity, you should check with the surety company to determine the bond's current status.

2. If Snap-on fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify Snap-on in writing and demand that the contract be canceled.

3. We are doing business under the name Snap-on Tools Company LLC and Snap-on. We have not done business under any other name and do not intend to do so.

4. The names and titles of the persons who have responsibility for our business activities relating to the sale of franchises are listed in Item 2 of the Franchise Disclosure Document. The address of each of those persons is 2801 80th Street, Kenosha, Wisconsin, 53143.

5. None of the persons listed in Item 2 of the Franchise Disclosure Document has been the subject of any legal or administrative proceeding alleging the violation of any business opportunity or franchise law, or fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

6. Except as noted below, none of the persons listed in Item 2 of the Franchise Disclosure Document has been the subject of any bankruptcy, reorganization or receivership proceeding, or was an owner, a principal officer or a general partner of any entity which has been subject to such proceeding.

Donald J. Stebbins, Director, previously served as Chairman, President and Chief Executive Officer of Visteon Corporation from 2008 to 2012. Visteon Corporation filed for Chapter 11 bankruptcy protection in 2009 and emerged from bankruptcy in 2010.

7. We have never offered any other business opportunity.

Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in North Dakota

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

1. North Dakota franchisees may not be required to consent to the jurisdiction of courts outside of North Dakota. Any mediation or arbitration will be held at a site agreeable to all parties. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

2. Any general release the franchisee is required to assent to as a condition of renewal is not intended to nor shall it act as a release, estoppel or waiver of any liability franchisor may have incurred under the North Dakota Franchise Investment Law.

3. Covenants not to compete during the term of and upon termination or expiration of the franchise agreement are enforceable only under certain conditions according to North Dakota Cent. Code (NDCC) 09-08-06. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

4. The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.

Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Rhode Island

1. The State of Rhode Island requires that Item 17 of the disclosure document be amended to include the following language as it concerns governing law, jurisdiction and venue, and choice of forum:

> "Sec. 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."

Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Virginia

The State of Virginia requires that the following additional information be provided with respect to Item 17 of the disclosure document:

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

Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Washington

The State of Washington requires that the following additional information be provided with respect to the disclosure document:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. 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. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employer's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. 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.

APPENDIX A

PENDING LITIGATION AS OF FEBRUARY 10, 2023, AND LITIGATION FILED BY SNAP-ON AGAINST FRANCHISEES IN FISCAL YEAR ENDING DECEMBER 31, 2022

PENDING LITIGATION AS OF FEBRUARY 10, 2023.

1960980 Ontario Inc. and James Olsen v. Snap-on Tools of Canada Ltd., Brian Ross and John Stewart – Ontario Superior Court of Justice – On or about June 5, 2019, a franchisee, 1960980 Ontario, Inc., and its owner, James Olsen, (collectively "Plaintiffs"), filed a claim for statutory rescission of the franchisee's franchise agreement with Snap-on Tools of Canada Ltd. ("SOTC") and Brian Ross and John Stewart of SOTC, as well as other causes of action, including breaches of the duty of fair dealing, statutory misrepresentation, statutory rescission damages, breach of contract, and negligent misrepresentation, in respect of a franchise in London, Ontario. SOTC has taken the position that action has been improperly brought in the Ontario Superior Court of Justice as a result of the mediation and arbitration provisions in the parties' franchise agreement. The franchise agreement has been terminated due to the abandonment of the franchise. Snap-on, Ross and Stewart intend to vigorously defend their interests.

Felipe Galindo v. Snap-on Tools Company LLC (CA). This case was filed as a class action on behalf of Plaintiff and all franchisees that personally operated or are operating a Snap-on mobile tool store in the State of California, including those that operated four years preceding the filing of this action in the Superior Court of the State of California, County of Los Angeles (Case 21STCV45419) filed on December 14, 2021. Plaintiff, a former franchisee, alleges that Snap-on engaged in unlawful practices by misclassifying its franchisees as independent contractors and alleges franchisees are in fact employees under the California Labor Code. Plaintiff, on behalf of plaintiff and class members, seeks an injunction, restitution, attorneys' fees and costs. The defendants intend to vigorously defend their interests.

John Carmack v. Snap-on Incorporated – This case was filed as a class action in the United States District Court, Eastern District of Wisconsin, on June 15, 2022. It was filed on behalf of plaintiff and all individuals residing in the United States whose personal information was compromised in the security incident that is the subject of the data security incident notice that Snap-on sent to Plaintiff and others in substantially the same form on or after April 7, 2022. Plaintiff, a former employee of a Snap-on Incorporated subsidiary, alleges that Snap-on was negligent in exercising reasonable care in securing and safeguarding individuals' personal data, breached an implied contract, was unjustly enriched, breached its fiduciary duty, failed to provide proper notice of unauthorized acquisition of personal information, violated Wisconsin Deceptive Trade Practices Act, and violated Colorado Consumer Protection Act. A settlement agreement was entered into by the parties and preliminarily approved by the court. The settlement provides that the case will be dismissed with prejudice, and Snap-on will offer one additional year of identity theft protection service to Settlement Class Members, pay the Settlement Class Representative $3,000, pay plaintiff's attorneys' fees and expenses not to exceed $225,000, and disburse no more than $400,000 for valid claims made for out-of-pocket expenses, lost time, or actual damages. The settlement is pending the court's final approval.

LITIGATION FILED BY SNAP-ON AGAINST FRANCHISEES IN FISCAL YEAR ENDING DECEMBER 31, 2022.

None.

APPENDIX B

CONCLUDED LITIGATION

During the ten (10) year period immediately preceding the date of this disclosure document, Snap-on Tools Company LLC, Snap-on Incorporated, or a predecessor in name (references to Snap-on in this Appendix B mean Snap-on Tools Company LLC, Snap-on Incorporated, or a predecessor in name) and, where indicated, persons identified in Item II have been the subject of the following concluded civil actions. Some of the following claims were alleged in these civil actions: A violation of a franchise, antitrust or securities law; fraud; unfair or deceptive practices; or comparable allegations. Any additional claims that were alleged in these civil actions are included in the description of each action. Unless otherwise indicated, each plaintiff was a franchisee or non-franchised dealer prior to, or at, the time the action was filed, or the spouse of a current or former franchisee or non-franchised dealer at the time the action was filed. Cases have either settled or had a judgment awarded or confirmed. Snap-on paid the amount described in each case summary and the parties relinquished all claims against one another.

I. THE FOLLOWING ACTIONS WERE BROUGHT BY FRANCHISEES.

Daniel Jacobson v. Snap-on Tools Company LLC and Snap-on Inc. (CA). This case was filed on May 12, 2015 in the United States District Court Northern District of California, San Francisco Division as a class action on behalf of plaintiff and all persons who signed franchise agreements with defendants in the State of California within four years preceding the filing date. Plaintiff alleged that franchisees are misclassified and are employees under the California Labor Code. Plaintiff alleged violation of the California Labor Code and California Business and Professions Code and sought on behalf of plaintiff and class members un-reimbursed necessary employment expenses, restitution of fees deducted from compensation, overtime compensation, meal and rest period compensation, restitution of fees paid defendants as a condition of employment, liquidated damages, interest, waiting time penalties and available statutory penalties and damages. The court granted Snap-on's motion to compel arbitration on an individual basis with the exception of the Private Attorney General Act claims, which the judge stayed pending the outcome of the arbitration. The arbitration and Federal Court action were dismissed with prejudice, and a confidential settlement agreement and mutual release was entered into in December, 2016 pursuant to which Snap-on paid Mr. Jacobson and his counsel $138,000.00.

GAP Enterprises and George Nischan v. Snap-on Tools Company LLC, Snap-on Incorporated, Snap-on Credit LLC, Snap-on SecureCorp Inc., Snap-on Equipment Inc., Duke Snider and Keith Holland. (CA). This case was filed as an individual action, as well as, a representative action on behalf of Plaintiffs and all persons who signed franchise agreements with defendants and/or operated a Snap-on franchise business in the State of California within one year preceding the filing of this action in the Superior Court of the State of California, County of Riverside (Case RIC1903737) on July 10, 2019. Plaintiffs allege violations of the California Franchise Investment Act, fraud, and conversion against Defendants. Plaintiff further alleges that representative franchisees are misclassified and in fact are employees under the California Labor Code. The allegations also include violations of the California Labor Code. The parties entered into a confidential settlement and mutual release agreement. Snap-on paid Mr. Nischan and his counsel a total of $150,000 and the case was dismissed on March 10, 2020.

Jeffrey Hartmann v. Snap-on Tools Company LLC and Snap-on Incorporated. (CA). This case was filed in the Superior Court of the State of California, U.S.A., County of Riverside (Case

RIC1902297) on April 8, 2019, as a representative action, on behalf of Plaintiff and all persons who signed franchise agreements with defendants and/or operated a single Snap-on Tools franchise business in the State of California within one year preceding the filing of this action. Plaintiff alleged that franchisees are misclassified and in fact are employees under the California Labor Code. Plaintiff alleged violation of the California Labor Code. A confidential settlement was entered into by the parties. Snap-on paid the State of California, Mr. Hartmann, Mr. Hartmann's counsel, and the represented class a total of $800,000.00. The case was closed on November 17, 2020.

II. THE FOLLOWING ACTIONS WERE BROUGHT BY NON-FRANCHISE DEALERS.

None.

III. OTHER ACTIONS.

None.

APPENDIX C

Trademarks

APPENDIX C

Trademarks Registered in the U.S.A.

Trademark Name	Application No.	Filing Date	Registration No.	Registration Date	Expiration Date
ALTUS	87/869956	10-Apr-2018	6136768	25-Aug-2020	25-Aug-2030
ATI	72/316576	15-Jan-1969	0921520	05-Oct-1971	05-Oct-2031
ATI and design	72/316577	15-Jan-1969	0917132	27-Jul-1971	27-Jul-2031
BLACKHAWK and design	71/482457	23-Apr-1945	424871	29-Oct-1946	29-Oct-2026
BLACKHAWK and design	74/078414	16-Jul-1990	1665659	26-Nov-1991	26-Nov-2031
BLACKHAWK AUTOMOTIVE	77/811229	24-Aug-2009	3946681	19-Apr-2011	19-Apr-2031
BLUE POINT	73/450432	31-Oct-1983	1471176	05-Jan-1988	05-Jan-2028
BLUE STEEL	77/603216	29-Oct-2008	3730584	29-Dec-2009	29-Dec-2029
BLUE-POINT	86/925707	02-Mar-2016	5194118	02-May-2017	02-May-2027
BLUE-POINT (STYLIZED)	73/746917	18-Aug-1988	1553456	29-Aug-1989	29-Aug-2029
BLUE-POINT (with bullet logo)	88/284223	31-Jan-2019	6040015	28-Apr-2020	28-Apr-2030
CARTPORT	78/412246	03-May-2004	3121625	25-Jul-2006	25-Jul-2026
CDI TORQUE PRODUCTS and Design	86/182821	03-Feb-2014	4730075	05-May-2015	05-May-2025
COMPUTORQ	86/503026	14-Jan-2015	4799267	25-Aug-2015	25-Aug-2025
CONTROLTECH	86/062453	12-Sep-2013	4646337	25-Nov-2014	25-Nov-2024
CONTROLTECH-LINK	87/386699	27-Mar-2017	5623387	04-Dec-2018	04-Dec-2028
CRUD THUG	76/311681	12-Sep-2001	2600941	30-Jul-2002	30-Jul-2032
DOUBLE CUTTING NUT SPLITTER	85/935265	17-May-2013	4524654	06-May-2014	06-May-2024
DOUBLE ZIP	75/578183	26-Oct-1998	2353328	30-May-2000	30-May-2030
DUAL 80	77/155796	13-Apr-2007	3499696	09-Sep-2008	09-Sep-2028
E DATA ELECTRONIC VEHICLE MEASUREMENT DATA and design	75/028820	04-Dec-1995	2080802	22-Jul-1997	22-Jul-2027
EDATA	75/028821	04-Dec-1995	2029996	14-Jan-1997	14-Jan-2027
EPIQ	90/605026	26-Mar-2021	6764031	21-Jun-2022	21-Jun-2032
EQUIPMENT SOLUTIONS	75/106641	20-May-1996	2119012	09-Dec-1997	09-Dec-2027
ETHOS	77/638049	22-Dec-2008	3631358	02-Jun-2009	02-Jun-2029
FAST TRACK	74/556830	03-Aug-1994	1948283	16-Jan-1996	16-Jan-2026
FASTORQ	75/232567	28-Jan-1997	2144403	17-Mar-1998	17-Mar-2028
FASTORQ	75/231988	27-Jan-1997	2144401	17-Mar-1998	17-Mar-2028
FDX (child application)	87/981545	27-Mar-2018	5858462	10-Sep-2019	10-Sep-2029
FLANK DRIVE	73/291515	31-Dec-1980	1200860	13-Jul-1982	13-Jul-2032
FLANK JAW	90/398402	21-Dec-2020	6714394	26-Apr-2022	26-Apr-2032
GEARTHREADS	86/100983	24-Oct-2013	5045907	20-Sep-2016	20-Sep-2026
Handle with one groove (design)	76/609870	16-Sep-2004	3025816	13-Dec-2005	13-Dec-2025
Handle with two grooves (design)	76/609865	16-Sep-2004	3039421	10-Jan-2006	10-Jan-2026
IDEAFORGE	85/424490	16-Sep-2011	4330199	07-May-2013	07-May-2023
INSTINCT	78/840859	20-Mar-2006	3360711	25-Dec-2007	25-Dec-2027
INSTINCT and design	85/398913	16-Aug-2011	4108901	06-Mar-2012	06-Mar-2032
ISO-RIDE and Design	77/100142	06-Feb-2007	3897565	28-Dec-2010	28-Dec-2030
LEVEL 5 TOOL CONTROL SYSTEM	77/703299	31-Mar-2009	3964015	24-May-2011	24-May-2031
LIGHTNING	75/912066	07-Feb-2000	2707449	15-Apr-2003	15-Apr-2023
LOCK 'N ROLL	74/622184	17-Jan-1995	1982124	25-Jun-1996	25-Jun-2026
MICROSCAN	76/388720	29-Mar-2002	2854474	15-Jun-2004	15-Jun-2024
MODIS	86/246846	09-Apr-2014	4677827	27-Jan-2015	27-Jan-2025
POLARTEK	86/801805	28-Oct-2015	5157159	07-Mar-2017	07-Mar-2027
PORTO-POWER stylized	73/203264	09-Feb-1979	1154509	19-May-1981	19-May-2031
POWER POST	72/327908	21-May-1969	922319	19-Oct-1971	19-Oct-2031
POWER-CAGE	73/245168	07-Jan-1980	1165257	18-Aug-1981	18-Aug-2031
POWER-PRO	86/425846	16-Oct-2014	4853972	17-Nov-2015	17-Nov-2025
Ratchet handle design with one groove	76/214990	26-Feb-2001	2717020	20-May-2003	20-May-2023
Ratchet Handle with two grooves at the end	76/214991	26-Feb-2001	2717021	20-May-2003	20-May-2023
S (block wrench logo)	76/019920	06-Apr-2000	2469437	17-Jul-2001	17-Jul-2031

Trademark Name	Application No.	Filing Date	Registration No.	Registration Date	Expiration Date
S (block wrench logo)	87/441137	08-May-2017	5405232	20-Feb-2018	20-Feb-2028
SHAPE OF HANDLE I DESIGN	74/531304	31-May-1994	1940587	12-Dec-1995	12-Dec-2025
SHAPE OF HANDLE II DESIGN	74/531305	31-May-1994	1940588	12-Dec-1995	12-Dec-2025
Shoe with wrench in the sole	74/694365	27-Jun-1995	1996742	27-Aug-1996	27-Aug-2026
SHOPKEY	75/304303	06-Jun-1997	2164063	09-Jun-1998	09-Jun-2028
SHOPSTREAM	78/957468	22-Aug-2006	4272600	08-Jan-2013	08-Jan-2033
ShopStream "S" design	78/957696	22-Aug-2006	3667938	11-Aug-2009	11-Aug-2029
SMART SMOKE	85/067317	21-Jun-2010	4032479	27-Sep-2011	27-Sep-2031
SNAP-ON	73/481972	24-May-1984	1372116	26-Nov-1985	26-Nov-2025
SNAP-ON	72/213902	11-Mar-1965	871795	24-Jun-1969	24-Jun-2029
SNAP-ON	72/197514	09-Jul-1964	788320	20-Apr-1965	20-Apr-2025
SNAP-ON	72/213903	11-Mar-1965	835768	26-Sep-1967	26-Sep-2027
SNAP-ON	73/491406	23-Jul-1984	1610337	21-Aug-1990	21-Aug-2030
SNAP-ON	74/618140	05-Jan-1995	1983599	02-Jul-1996	02-Jul-2026
SNAP-ON	74/618142	05-Jan-1995	1961695	12-Mar-1996	12-Mar-2026
SNAP-ON	74/262034	03-Apr-1992	1761046	30-Mar-1993	30-Mar-2023
SNAP-ON	72/318335	04-Feb-1969	0964404	17-Jul-1973	17-Jul-2023
SNAP-ON	74/618141	05-Jan-1995	1961694	12-Mar-1996	12-Mar-2026
SNAP-ON	72/200498	24-Aug-1964	826632	04-Apr-1967	04-Apr-2027
SNAP-ON	74/135800	04-Feb-1991	1763791	06-Apr-1993	06-Apr-2023
SNAP-ON	72/213904	11-Mar-1965	804474	01-Mar-1966	01-Mar-2026
SNAP-ON	72/288987	22-Nov-1967	869928	27-May-1969	27-May-2029
SNAP-ON	74/700665	13-Jul-1995	2024681	17-Dec-1996	17-Dec-2026
SNAP-ON	76/240863	13-Apr-2001	2565234	30-Apr-2002	30-Apr-2032
SNAP-ON	78/329488	18-Nov-2003	2966535	12-Jul-2005	12-Jul-2025
SNAP-ON	75/638522	11-Feb-1999	2464334	26-Jun-2001	26-Jun-2031
SNAP-ON	85/315321	09-May-2011	4063407	29-Nov-2011	29-Nov-2031
SNAP-ON	85/376117	20-Jul-2011	4105572	28-Feb-2012	28-Feb-2032
SNAP-ON	77/983171	02-Jul-2008	4172125	10-Jul-2012	10-Jul-2032
SNAP-ON	77/982946	02-Jul-2008	4161654	19-Jun-2012	19-Jun-2032
SNAP-ON	77/513669	02-Jul-2008	4346973	04-Jun-2013	04-Jun-2023
SNAP-ON	77/513691	02-Jul-2008	4346975	04-Jun-2013	04-Jun-2023
SNAP-ON	77/513705	02-Jul-2008	3768399	30-Mar-2010	30-Mar-2030
SNAP-ON	77/513718	02-Jul-2008	4070907	13-Dec-2011	13-Dec-2031
SNAP-ON	77/513764	02-Jul-2008	3768400	30-Mar-2010	30-Mar-2030
SNAP-ON	77/513780	02-Jul-2008	3883346	30-Nov-2010	30-Nov-2030
SNAP-ON	77/513735	02-Jul-2008	3883345	30-Nov-2010	30-Nov-2030
SNAP-ON	77/513682	02-Jul-2008	4346974	04-Jun-2013	04-Jun-2023
SNAP-ON	77/853621	21-Oct-2009	3802780	15-Jun-2010	15-Jun-2030
SNAP-ON	88/630991	25-Sep-2019	6037073	21-Apr-2020	21-Apr-2030
SNAP-ON (block wrench logo)	74/279039	26-May-1992	1810439	14-Dec-1993	14-Dec-2023
SNAP-ON (block wrench logo)	85/166090	01-Nov-2010	3977563	14-Jun-2011	14-Jun-2031
SNAP-ON (block wrench logo)	88/111928	11-Sep-2018	5877830	08-Oct-2019	08-Oct-2029
SNAP-ON (block wrench logo)	88/317987	27-Feb-2019	6061721	26-May-2020	26-May-2030
SNAP-ON (block wrench logo)	88/367186	02-Apr-2019	6072455	09-Jun-2020	09-Jun-2030
SNAP-ON (STYLIZED)	71/535356	23-Sep-1947	660530	15-Apr-1958	15-Apr-2028
SNAP-ON QUICKQUOTE	86/753752	11-Sep-2015	5069894	25-Oct-2016	25-Oct-2026
SNAP-ON RACING (block wrench logo and checkered flag design)	85/598638	16-Apr-2012	4225795	16-Oct-2012	16-Oct-2022
SNAP-ON TECHKNOW EXPRESS	85/787165	26-Nov-2012	4597891	02-Sep-2014	02-Sep-2024
SNAP-ON TOOLS	86/732427	21-Aug-2015	5065568	18-Oct-2016	18-Oct-2026
SNAP-ON TOOLS	87/379450	21-Mar-2017	5472841	22-May-2018	22-May-2028
SNAP-ON TOOLS (Vintage retro logo)	86/707271	28-Jul-2015	4981611	21-Jun-2016	21-Jun-2026

Trademark Name	Application No.	Filing Date	Registration No.	Registration Date	Expiration Date
SOLUS EDGE	86/502982	14-Jan-2015	4799264	25-Aug-2015	25-Aug-2025
SOLUS LEGEND	88/320532	28-Feb-2019	6164986	29-Sep-2020	29-Sep-2030
SOLUS ULTRA	85/228732	28-Jan-2011	4071939	13-Dec-2011	13-Dec-2031
SUPERRENCH	71/222057	20-Oct-1925	209075	16-Feb-1926	16-Feb-2026
SUPERTORQUE	90/570259	10-Mar-2021	6926626	13-Dec-2022	13-Dec-2032
SURETRACK	85/692331	01-Aug-2012	4419649	15-Oct-2013	15-Oct-2023
TECHANGLE	78/613815	21-Apr-2005	3349528	04-Dec-2007	04-Dec-2027
TECHWRENCH	76/335554	08-Nov-2001	2789411	02-Dec-2003	02-Dec-2023
TF TRUE-FIT and design	87/549231	31-Jul-2017	6315908	06-Apr-2021	06-Apr-2031
THE MAKERS AND THE FIXERS	88/409585	30-Apr-2019	6732145	24-May-2022	24-May-2032
Tool Handle Design with one groove	76/214992	26-Feb-2001	2689962	25-Feb-2003	25-Feb-2023
Tool Handle Design with three grooves	76/214688	26-Feb-2001	2689961	25-Feb-2003	25-Feb-2023
Tool Handle Design with two grooves	76/214993	26-Feb-2001	2689963	25-Feb-2003	25-Feb-2023
Tool Sweep Logo	74/279038	26-May-1992	1811823	21-Dec-1993	21-Dec-2023
TORQLOG	78/329473	18-Nov-2003	3018558	22-Nov-2005	22-Nov-2025
TORQOMETER	71/544784	18-Dec-1947	530116	05-Sep-1950	05-Sep-2030
TRAINING SOLUTIONS	75/677706	08-Apr-1999	2445038	17-Apr-2001	17-Apr-2031
TRITON-D8	87/835697	15-Mar-2018	5776848	11-Jun-2019	11-Jun-2029
TRUE-CRIB	87/613895	19-Sep-2017	6547911	02-Nov-2021	02-Nov-2031
TRUE-FIT	78/979180	13-Apr-2005	3370929	15-Jan-2008	15-Jan-2028
V3400	86/100611	24-Oct-2013	4639737	18-Nov-2014	18-Nov-2024
VANTAGE	75/308746	13-Jun-1997	2195210	13-Oct-1998	13-Oct-2028
VERDICT	85/186979	30-Nov-2010	4170013	10-Jul-2012	10-Jul-2032
VERSAMETER	76/335556	08-Nov-2001	2795568	16-Dec-2003	16-Dec-2023
VERSATORQ	75/240477	12-Feb-1997	2237391	06-Apr-1999	06-Apr-2029
VERUS	77/478974	20-May-2008	3629950	02-Jun-2009	02-Jun-2029
VISUALINER	71/543160	03-Dec-1947	0551179	27-Nov-1951	27-Nov-2031
WILLIAMS	71/432668	04-Jun-1940	0381837	08-Oct-1940	08-Oct-2030
WILLIAMS	71/149874	30-Jun-1921	0151644	07-Feb-1922	07-Feb-2032
WILLIAMS (and oval design)	73/507442	05-Nov-1984	1380758	28-Jan-1986	28-Jan-2026
WILLIAMS (and oval design)	73/507433	05-Nov-1984	1415609	04-Nov-1986	04-Nov-2026
WILLIAMS and arc design	86/390967	10-Sep-2014	5173926	04-Apr-2017	04-Apr-2027
WILLIAMS and arc design	90/524475	11-Feb-2021	6784732	12-Jul-2022	12-Jul-2032
ZEUS	87/924909	17-May-2018	5586352	16-Oct-2018	16-Oct-2028
ZIP NUT	74232656	23-Dec-1991	1786461	10-Aug-1993	10-Aug-2023
ZIPBOLT	75/578182	26-Oct-1998	2361542	27-Jun-2000	27-Jun-2030
ZOOMID	87/766487	23-Jan-2018	6449126	10-Aug-2021	10-Aug-2031

Trademarks Pending in the U.S.A.

Trademark Name	Application No.	Filing Date	Intent to Use / Actual Use Application	Published / Allowed Date	Status Allowed
ALPHA BOX	90/702218	11-May-2021	Actual Use	08-Nov-2022	Published
FORMULA 1920	97/720721	16-Dec-2022	ITU		Pending
i D INTELLIGENT DIAGNOSTICS and design	90/004270	16-Jun-2020	ITU		Suspended
MOVE BY SNAP-ON	90/784741	21-Jun-2021	ITU	18-Oct-2022	Allowed
TRITON-D10	90/507641	03-Feb-2021	ITU	26-Apr-2022	Allowed
TRU-POINT	90/570301	10-Mar-2021	ITU	27-Dec-2022	Published
TSS and color design	88/630929	25-Sep-2019	ITU	29-Sep-2020	Allowed
ZEUS+	97/583746	08-Sep-2022	ITU		Pending

APPENDIX D.1

Issued and Pending Patents

APPENDIX D.1

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Tooth Arrangement of Metal-Cutting Bandsaw Blade	US6220140B1	Issued	2001-Apr-24
Chain Saw Nose Sprocket	US6317989	Issued	2001-Nov-20
Cutting Tip Having Rounded Main Cutting Edge and Sharp Side Cutting Edges	US6321618	Issued	2001-Nov-27
Tire Removal Apparatus	US6289962B1	Issued	2001-Sep-18
System for Adjusting the Track On Motor Vehicle Wheels	US6367157B1	Issued	2002-Apr-09
Device for Measuring the Forces Generated By a Rotor Imbalance	US6430992	Issued	2002-Aug-13
Tool Handle	USD462003S	Issued	2002-Aug-27
Paint Scraper	USD453599	Issued	2002-Feb-12
Device for Supporting a Hand-Held Tool	US6334595	Issued	2002-Jan-01
Low-Level Lift	US6601826	Issued	2003-Aug-05
Paint Scraper With Nailset	US6532614B2	Issued	2003-Mar-18
Apparatus for Balancing Vehicle Wheels	US6622551B2	Issued	2003-Sep-23
Pliers	USD494826S	Issued	2004-Aug-24
Apparatus for Collecting and Purifying Refrigerant in Air Conditioning Systems	US6826925B2	Issued	2004-Dec-07
Method and Device for Inserting a Rotor, In Particular a Motor Vehicle Wheel, Which Is Rotably Mounded On an Unbalance Machine and Can Be Driven By Means of an Electric Motor	US6826958B2	Issued	2004-Dec-07
Pilfer-Proof Package	US6695143B2	Issued	2004-Feb-24
Edge Protection Device for Hole Saw	US6746187B2	Issued	2004-Jun-08
Method and Apparatus for Balancing a Motor Vehicle Wheel	US6752016B2	Issued	2004-Jun-22
Method and Apparatus for Diagnosing Fuel Injectors	US6754604	Issued	2004-Jun-22
Device for Measuring Rotor Imbalance	US6708563B2	Issued	2004-Mar-23
Process for Identifying a Specific Light Signal Used In a Linear Optical Sensor of Goniometer From Among Other Potentially Disturbing Light Signals	US6714291B2	Issued	2004-Mar-30
Apparatus for Use with a 3d Image Wheel Aligner for Facilitating Adjustment of Cruise Control Sensor	US6823601	Issued	2004-Nov-30
An Extensible Speed Wrench Crowfoot Wrench Head	US6805029	Issued	2004-Oct-19
Flexible Head for Electronic Torque Wrench	US6796190	Issued	2004-Sep-28
Dsp Assisted Peak Capture Circuit	US6879919	Issued	2005-Apr-12
Air Auto Shut-Off	US6883617B2	Issued	2005-Apr-26
Power Clamp Device	US6928871	Issued	2005-Aug-16
System for Dynamic Diagnosis of Apparatus Operating Conditions	US6845307	Issued	2005-Jan-18
Method and Apparatus for Attaching and Detaching an Attachable Device	US6920810	Issued	2005-Jul-26
Wheel Balancing System with Integrated Wheel Lift, Loaded Mode Testing, and Wheel Imaging System	US6907781	Issued	2005-Jun-21
Method and Apparatus for Determining Ride Height of a Vehicle	US6912477	Issued	2005-Jun-28

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Gradient Calculating Camera Board	US6871409	Issued	2005-Mar-29
Apparatus and Method for Measuring of Any Imbalance of a Motorcycle Wheel	US6871543B2	Issued	2005-Mar-29
Dual Voltage Circuit Tester	US6888341	Issued	2005-May-03
Common Platform System Automotive Service Equipment	US6892216	Issued	2005-May-10
Process of Undermolding In Injection Molding	US6962098	Issued	2005-Nov-08
Torque Wrench With Finite Plurality of Selectable Torque Values	US6945144	Issued	2005-Sep-20
Vehicle Collision Damage Display Technique	US6947867	Issued	2005-Sep-20
Coordinate Measuring System and Field-of-view Indicators Therefor	US6950775	Issued	2005-Sep-27
Hand Tool	US7021177B2	Issued	2006-Apr-04
Power Tool With Detachable Drive End	US7025149	Issued	2006-Apr-11
Ratcheting Torque-angle Wrench and Method	US7082866	Issued	2006-Aug-01
Calibration Certification for Wheel Alignment Equipment	US7089776	Issued	2006-Aug-15
Alignment System With Locking Turntables and Skid Plates	US7143519	Issued	2006-Dec-05
Dead Blow Hammer	USD533759	Issued	2006-Dec-19
Power Tool With Air Seal and Vibration Dampener	US7152695	Issued	2006-Dec-26
Attachment for Impact Hammer	US6997269	Issued	2006-Feb-14
Electronic Torque Wrench	US6981436	Issued	2006-Jan-03
Method and Apparatus for Automotive Rim Edge Analysis and Corrective Weight Selection Guide	US6983656	Issued	2006-Jan-10
Wrench With Flexible Ring	US6988430	Issued	2006-Jan-24
Gradient Calculating Camera Board	US7069660	Issued	2006-Jul-04
Tyre Test	US7055379B2	Issued	2006-Jun-06
Method and Apparatus for De- Termining Geometrical Data of a Motor Vehicle Wheel Mounted Rotatably About an Axis of Rotation	US7064818	Issued	2006-Jun-20
Method of Matching a Vehicle Wheel	US7065444	Issued	2006-Jun-20
Top Chest to Roll Cab Attachment	US7008031	Issued	2006-Mar-07
Vehicle Data Stream Pause Based On Data Value	US7020546	Issued	2006-Mar-28
Ratcheting Tool With Spring Pawl Retainer	US7044029	Issued	2006-May-16
Preset Torque Wrench With Multiple Setting Torque Selector Mechanism	US7044036	Issued	2006-May-16
Antirotation Device for Insert On Pneumatic Hammer Retaining Chuck	US7052022	Issued	2006-May-30
Prioritized Test Procedure and Step Display Using Statistical Feedback	US7142960	Issued	2006-Nov-28
Camera Technique for Adaptive Cruise Control (acc) Adjustment	US7121011	Issued	2006-Oct-17
Tool Lanyard	US7124470	Issued	2006-Oct-24
Manually Actuated Brake System for Manually Towable Vehicle	US7124859	Issued	2006-Oct-24
Tool Box	USD530914S	Issued	2006-Oct-31

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Ergonomic Electronic Torque Wrench	US7107884	Issued	2006-Sep-19
A Device for Mounting and Dismounting Tyres	US7108036	Issued	2006-Sep-19
Method and Apparatus for Balancing a Motor Vehicle Wheel	US7199873B2	Issued	2007-Apr-03
Method and Apparatus for Optical Scanning of a Vehicle Wheel	US7199880	Issued	2007-Apr-03
Wheel Alignment With Surface-oriented Runout Determination	US7206716	Issued	2007-Apr-17
Superimposing Current or Previous Graphing Data for Anomaly Detection	US7254469	Issued	2007-Aug-07
Three Dimensional (3d) Measuring With Multiple Reference Frames	US7307737	Issued	2007-Dec-11
Retention Socket	US7311022	Issued	2007-Dec-25
A Spot Welding Gun and a Gun Accessory	US7173210	Issued	2007-Feb-06
Click-type Wrench and Improved Cam Assembly Therefor	US7174818	Issued	2007-Feb-13
Cordless Drill	USD536591	Issued	2007-Feb-13
Sensing Steering Axis Inclination and Camber With an Accelerometer	US7181852	Issued	2007-Feb-27
Tool Apparatus, System and Method of Use	US7182147	Issued	2007-Feb-27
Cordless Impact Tool	USD535536	Issued	2007-Jan-23
Dead Blow Hammer With Composite Holder	US7168338	Issued	2007-Jan-30
Ratcheting Tool	US7213491	Issued	2007-May-08
Screwdriver Handle	USD542620	Issued	2007-May-15
Random Orbital Sander	US7222679	Issued	2007-May-29
Reversible Ratchet Wrench	US7299720	Issued	2007-Nov-27
Socket Including a Reinforcing Structure	US7299721	Issued	2007-Nov-27
Non-contact Method and System for Tire Analysis	US7269997	Issued	2007-Sep-18
T-Handled Torque-Limiting Device	US7272999	Issued	2007-Sep-25
Starting Motor Tester That Measures Power	US7409856	Issued	2008-Aug-12
Vehicle Wheel Alignment Adjustment Method	US7415324	Issued	2008-Aug-19
Vehicle Wheel Alignment System and Methodology	US7458165	Issued	2008-Dec-02
Cabinet Locking System and Method	US7461908	Issued	2008-Dec-09
Optical Spot Scanning of the Condition of a Tyre of a Vehicle Wheel (with Wheel Balancing Machine)	US7466430	Issued	2008-Dec-16
Lubrication System for Impact Wrenches	US7331404	Issued	2008-Feb-19
Vehicle Wheel Alignment System and Methodology	US7313869	Issued	2008-Jan-01
Universal Retention Cavities for Cable Mounted Remote Hose Clap Pliers Head	US7313984	Issued	2008-Jan-01
A Combined Ramp and Vehicle Chocking Construction	US7316043	Issued	2008-Jan-08
Apparatus and Method for Automatically Compensating for Lateral Runout	US7337699	Issued	2008-Mar-04
Vehicle Data Recorder Using Digital and Analog Diagnostic Data	US7340331	Issued	2008-Mar-04

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Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Wheel Aligner Measurement Module Attachment System	US7369222	Issued	2008-May-06
Method and Apparatus for Lamp Heat Control	US7372210	Issued	2008-May-13
Retro-reflective Target Wafer for a Position Determination System	US7373726	Issued	2008-May-20
Intelligent Primary Shaft Blocking	US7377164	Issued	2008-May-27
Trigger-actuated Tip-Type Air Valve With Integrated Wear Surface	US7445055	Issued	2008-Nov-04
Indexable Pliers-Type Tool	US7451673	Issued	2008-Nov-18
Method for Use With and Optical Aligner System for Positioning a Fixture Relative to a Vehicle	US7424387	Issued	2008-Sep-09
Vehicle Diagnostics	US7519458	Issued	2009-Apr-14
Alignment Head	USD590279	Issued	2009-Apr-14
Method of Optically Scanning the Tread Surface of a Pneumatic Tyre of a Vehicle Wheel	US7523655	Issued	2009-Apr-28
Retention Socket	US7523688	Issued	2009-Apr-28
Vehicle or Engine Diagnostic Systems With Advanced Non-Volatile Memory	US7634337	Issued	2009-Dec-15
Interchangeable Saw Blade System	USD586643	Issued	2009-Feb-17
Turntable for Wheel Alignment	US7472485	Issued	2009-Jan-06
Hand Tool With Adjustable Head	US7481135	Issued	2009-Jan-27
Torque Angle Instrument	US7565844	Issued	2009-Jul-28
Drawer Fronts	US7540576	Issued	2009-Jun-02
Full Width Overlay Drawer	US7552950	Issued	2009-Jun-30
Dynamic Information Method and System	US7555376	Issued	2009-Jun-30
Data Method Alignment and System	US7512156	Issued	2009-Mar-31
Two Wheel Alignment Adjustment Method	US7532742	Issued	2009-May-12
Brake Rotor Resurfacing	US7536935	Issued	2009-May-26
Joint Press Set	US7610664	Issued	2009-Nov-03
Intelligent Stationary Power Equipment and Diagnostics	US7603586	Issued	2009-Oct-13
Axial Alignment Mechanism With Isolated Slant Disks	US7607377	Issued	2009-Oct-27
Kit of Power Tools	US7609025	Issued	2009-Oct-27
Wheel Alignment System Using Smart Mems	US7581324	Issued	2009-Sep-01
Assymetrical Hand Saw Handles	USD599185	Issued	2009-Sep-01
Roller Brake Testing Dynamometer	US7584654	Issued	2009-Sep-08
Wheel Balancer With Weight Application Error Correction System	US7584659	Issued	2009-Sep-08
Manually Actuated Brake System for Manually Towable Vehicle	US7584827	Issued	2009-Sep-08
Apparatus and Method to Transfer Data From a Tire Pressusre Monitor Tool to a Remote Output Device Such As a Printer	US7589619	Issued	2009-Sep-15
Vehicle Wheel Alignment System and Methodology	US7703213	Issued	2010-Apr-27

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Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Method of and Apparatus for Determining Geometrical Dimensions of a Vehicle Wheel	US7768632B2	Issued	2010-Aug-03
Vehicle Diagnostic Tool With Packet and Voice Over Packet Communications and Systems Incorporating Such a Tool	US7769508	Issued	2010-Aug-03
Universal Pulling Tool	US7770277	Issued	2010-Aug-10
Extended Low-torque Ratchet Wrench	US7775141	Issued	2010-Aug-17
Tyre Fitting Machine	US7784519	Issued	2010-Aug-31
Improved Integrated Circuit Image Sensor for Wheel Alignment Systems	US7855783	Issued	2010-Dec-21
Self-Aligning Terminal Block for Battery Pack	US7659694	Issued	2010-Feb-09
Calibration and Operation of Wheel Alignment Systems	US7640673	Issued	2010-Jan-05
Diagnosing Malfunctioning Wheel Alignment System	US7643915	Issued	2010-Jan-05
Method and Apparatus for Tracking Wheel Balancer Corrective Weight Usage	US7644616	Issued	2010-Jan-12
Roller Brake Testing Dynamometer	US7752903	Issued	2010-Jul-13
Wireless Vehicle Service Systems Using Addressable Devices	US7729880	Issued	2010-Jun-01
Sheet of Light Imaging System	US7738120	Issued	2010-Jun-15
Tyre Changer Apparatus	US7740043	Issued	2010-Jun-22
Device for Mounting or Dismounting a Pneumatic Tyre From the Rim of a Vehicle Wheel	US7743812	Issued	2010-Jun-29
Apparatus for Contactless 3d Wheel Alignment, System and Method Therefor	US7746456	Issued	2010-Jun-29
Method for Optimizing Joint Press Set for Use With a Plurality of Ball Joints	US7669305	Issued	2010-Mar-02
Steering Wheel Level Verification With Alignment Sensors Attached	US7681322	Issued	2010-Mar-23
Vehicle Identification Key for Use Between Multiple Computer Applications	US7684908	Issued	2010-Mar-23
Fault Tolerant Wheel Alignment Head and System	US7684026	Issued	2010-Mar-30
Cutting Head Assembly for On-Vehicle Brake Lathe	US7712401	Issued	2010-May-11
Rim Protection System for Tire Changers	US7715024	Issued	2010-May-11
Terminal System for Multi-voltage Power Tool	US7719230	Issued	2010-May-18
Suspendable Locker	US7722141	Issued	2010-May-25
Handsaw Blade	USD626806S	Issued	2010-Nov-09
Battery Charger With Charge Indicator	US7843167	Issued	2010-Nov-30
Leveling Bench Arrangement, Set Of Accessories For A Leveling Bench Arrangement, And Method For Preparation Of A Leveling Bench For A Particular Vehicle Model	US7810245	Issued	2010-Oct-12
Wheel Balancing Apparatus and Method With Improved Hidden Spokes Placement for Irregular Wheels	US7792610	Issued	2010-Sep-07
Planetary Gear Set Centering Ring	US7794355	Issued	2010-Sep-14
Bias Assembly for Ratchet Tools	US7987747	Issued	2011-Aug-02
Wireless Network and Methodology for Automotive Service Systems	US8073586	Issued	2011-Dec-06

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Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Wheel Diagnosis System	US8079254	Issued	2011-Dec-20
Integrated Universal Input-Output Interface Circuit	US8081652	Issued	2011-Dec-20
Compact Device for Measuring the Forces Generated By a Rotor Imbalance	US8082787B1	Issued	2011-Dec-27
Compact Device for Measuring the Forces Generated By a Rotor Imbalance	US8082787B2	Issued	2011-Dec-27
Tool Storage Cabinet	US8084992	Issued	2011-Dec-27
Method for Optimizing Joint Press Set for Use With a Plurality of Ball Joints	US7890305	Issued	2011-Feb-15
Dynamic Alignment Monitoring System for On-vehicle Disk Brake Lathe	US7861625	Issued	2011-Jan-04
Reduced Weight Wheel Clamp	US7870677	Issued	2011-Jan-18
Low Clearance Socket and Drive System	US7975576	Issued	2011-Jul-12
Anvil for a Power Tool	US7980321	Issued	2011-Jul-19
Apparatus System and Method of Use	US7954557	Issued	2011-Jun-07
Method and System for Optimizing Vehicle Diagnostic Trees Using Similar Templates	US7957860	Issued	2011-Jun-07
Joint Press Set	US7895723	Issued	2011-Mar-01
Distributed Vehicle Service Method and System	US7917259	Issued	2011-Mar-29
Vehicle Wheel Alignment System and Methodology	US7937844	Issued	2011-May-10
Method and Apparatus for Wheel Alignment	US7953247	Issued	2011-May-31
Measuring Tapes	USD638726	Issued	2011-May-31
Measuring Tapes	USD638727	Issued	2011-May-31
Positive Pivot Centers for Adjustable Tools	US8051749	Issued	2011-Nov-08
Full Width Overlay Drawer Latch	US8056943	Issued	2011-Nov-15
Method for Optimizing Joint Press Set for Use With a Plurality of Ball Joints	US8156625	Issued	2012-Apr-17
Reporting System for On-Vehicle Brake Lathe	US8245609	Issued	2012-Aug-21
Vehicle Lift Systems with Lighting	US8251553B2	Issued	2012-Aug-28
Handle With Striking End	USD654341	Issued	2012-Feb-21
System and Method for Using Vehicle Attributes to Identify a Vehicle Under Service	US8095256	Issued	2012-Jan-10
System and Method for Using Vehicle Attributes to Identify a Vehicle Under Service	US8103399	Issued	2012-Jan-24
Single Pole Quick Travel Wheel Clamp	US8104185	Issued	2012-Jan-31
On-Vehicle Brake Lathe With Indirect Drive	US8215212	Issued	2012-Jul-10
Apparatus for Determining the Condition of a Tire Tread of a Vehicle Wheel Condition of a Tire Tread of a Vehicle	US8141414B2	Issued	2012-Mar-27
Liftable Head Wheel Balancer	US8171790B2	Issued	2012-May-08
Tool Bit Monitoring for On-vehicle Brake Lathe	US8180480	Issued	2012-May-15
Method and System for Retrieving Diagnostic Information	US8315760B2	Issued	2012-Nov-20
Tool Aparatus, System and Method of Use	US8281871	Issued	2012-Oct-09

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Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Method and Apparatus for Updating of Software And/or Collecting of Operational Data In a Machine Unit	US8271972B2	Issued	2012-Sep-18
Vehicle Measurement System With User Interface	US8413341	Issued	2013-Apr-09
Vehicle Diagnostic Equipment Providing Hands-Free Operation	US8428811	Issued	2013-Apr-23
Dual Pawl Ratchet Mechanism and Reversing Method	US8499666	Issued	2013-Aug-06
Bias Assembly for Ratchet Tools	USRE44655	Issued	2013-Dec-24
System for Dynamic Diagnosis of Apparatus Operating Conditions	US8620511	Issued	2013-Dec-31
Power Strip With Input Plug	US8376782	Issued	2013-Feb-19
Method of and Apparatus for Fitting or Removing a Motor Vehicle Tyre	US8342223B2	Issued	2013-Jan-01
Cameras On Tyre Changer	US8432222B2	Issued	2013-Jan-01
Tool Inventory Control System	US8353456	Issued	2013-Jan-15
Open End Wrench Head	US8474352	Issued	2013-Jul-02
Variable Speed Toggle Trigger	US8493172	Issued	2013-Jul-23
System and Method for Integrating Devices for Servicing a Device-Under-Service	US8463953	Issued	2013-Jun-11
Overvoltage and Overcurrent Protection Scheme	US8390974	Issued	2013-Mar-05
Three Dimensional Target for Machine Vision Measurement System	US8401236	Issued	2013-Mar-19
Wireless Network and Methodology for Automotive Service Systems	US8452484	Issued	2013-May-28
Rack Drive-on Assistance Systems	US8573363	Issued	2013-Nov-05
Vehicle Diagnostic Tool With Copy Protection and Automatic Identification of Vehicle ECUs and Fault Display	US8589018	Issued	2013-Nov-19
Apparatus for Supporting a Wheel of a Vehicle	US8590852B2	Issued	2013-Nov-26
Automatic Rim Centering System for a Tyre Changing Machine	US8544520B2	Issued	2013-Oct-01
System and Method for Extending Communication Range and Reducing Power Consumption of Vehicle Diagnostic Equipment	US8560168	Issued	2013-Oct-15
Snap-Type Locking Device	US8567828	Issued	2013-Oct-29
Tyre Changer With Improved Temperature Measuring of the Tyre	US8522850B2	Issued	2013-Sep-03
Adjustable Length Extension	US8534165	Issued	2013-Sep-17
Single Axis Telescoping Handle	US8534434	Issued	2013-Sep-17
Vehicle Wheel Alignment System and Methodology	US8539684	Issued	2013-Sep-24
System for Monitoring and/or Controlling Equipment in a Hazardous Area	US8692648	Issued	2014-Apr-08
Ultrasonic Position Measuring System	US8693286	Issued	2014-Apr-08
Electronic Torque Wrench	USD702519	Issued	2014-Apr-15
Method and System for Enhanced Scanner User Interface	US8706316	Issued	2014-Apr-22
Auxiliary Power Tool Handle	US8800412	Issued	2014-Aug-12

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Method and System for Wheel Alignment of Vehicles	US8804107	Issued	2014-Aug-12
Device for Measuring Forces Generated By an Unbalance	US8899111B2	Issued	2014-Dec-02
Combined Balancing and Mounting Machine	US8899296B2	Issued	2014-Dec-02
Vehicle Wheel Alignment System and Methodology	US8904654	Issued	2014-Dec-09
Method and Systems for Providing Open Access to Vehicle Data	US8918245	Issued	2014-Dec-23
Adjustable Tool Support Clamp	US8646622	Issued	2014-Feb-11
System and Method for Wireless Pairing Via Wired Connection	US8656062	Issued	2014-Feb-18
Torque Wrench	USD699531	Issued	2014-Feb-18
Apparatus for Positioning Tyred Wheels On a Tyre Changer Machine	US8632291B2	Issued	2014-Jan-21
Battery Control and Protective Element Validation Method	US8766567	Issued	2014-Jul-01
Apparatus for Supporting a Wheel of a Vehicle	US8783638B2	Issued	2014-Jul-22
Virtual Roller	US8793109B2	Issued	2014-Jul-29
Wheel Balancer With Means for Determining Tyre Uniformity	US8739624B2	Issued	2014-Jun-03
Variable Speed Toggle Trigger	US8665058	Issued	2014-Mar-04
Micro-Machined Accelerometers In Wheel Balancers	US8671734B2	Issued	2014-Mar-18
Variable Speed Trigger Mechanism	US8716962	Issued	2014-May-06
Tool Box Locking Mechanisms for Remote Activation	US8720239	Issued	2014-May-13
Dual Pawl Ratchet Mechanism and Reversing Method	US8720308	Issued	2014-May-13
Knives/Blades	USD705033	Issued	2014-May-20
Cable Assembly for Protection Against Undesired Signals	US8734186B2	Issued	2014-May-27
Brake Test Stand	US8857251B2	Issued	2014-Oct-14
Hammer	USD716126	Issued	2014-Oct-28
Method for Front Toe Adjust On Vehicles With Eps	US8825303	Issued	2014-Sep-02
Image-Based Inventory Control System With Automatic Calibration and Image Correction	US8842183	Issued	2014-Sep-23
Vehicle Lift Systems with Lighting	US8998460B2	Issued	2015-Apr-07
Interchangeable Reflectors for Light Devices	US9004727	Issued	2015-Apr-14
Process and Apparatus for Locating Light Emitting Diode In a Hand Tool Assembly	US9114512	Issued	2015-Aug-25
Tyre Changer and Method of Measuring Force Variations Acting Between a Pherpheral Surface of a Wheel/Tyre Assembly and a Roller	US9114676B2	Issued	2015-Aug-25
Latch Mechanism for Front Opening Lid	US9199370	Issued	2015-Dec-01
Methods and Systems for Providing an Auto-generated Repair-Hint to a Vehicle Repair Tool	US9201930	Issued	2015-Dec-01
Box Wrench With Split Gear Body and Interchangeable Drive Insert	US9205542	Issued	2015-Dec-08
Short Rolling Runout Compensation for Vehicle Wheel Alignment	US9212907	Issued	2015-Dec-15
Ultrasonic Sensor With Accelerometers	US9212964B2	Issued	2015-Dec-15

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Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Motorized Hand Tool Apparatus and Assembly Method	US9221156	Issued	2015-Dec-29
Method and System for Retrieving Diagnostic Information	US8954222	Issued	2015-Feb-10
Method and System for Automated and Manual Data Capture Configuration	US8930064	Issued	2015-Jan-06
Device and Method for Measuring a Construction	US8931325	Issued	2015-Jan-13
System and Method for Integrating Devices for Servicing a Device-Under-Service	US8935440	Issued	2015-Jan-13
Method for Alignment of a Vehicle and Levelling Bench Arrangement	US9090230	Issued	2015-Jul-28
Knives/Blades	USD731280S	Issued	2015-Jun-09
Knives/Blades	USD731281S	Issued	2015-Jun-09
Knives/Blades	USD731282S	Issued	2015-Jun-09
Knives/Blades	USD731283S	Issued	2015-Jun-09
Knives/Blades	USD731870S	Issued	2015-Jun-16
Boost Inverter for Tyre Changer	US8967223B2	Issued	2015-Mar-03
Methods and Systems for Providing Vehicle Repair Information	US8977423	Issued	2015-Mar-10
System and Method for Simultaneous Display of Waveforms Generated From Input Signals Received At a Data Acquisition Device	US8983785	Issued	2015-Mar-17
Apparatus and Method for Managing Software Applications Using Partitioned Data Storage Devices	US8983870	Issued	2015-Mar-17
Automotive Shop Service Apparatus Having a Means for Determining the Rolling Resistance Coefficient of a Tyre	US9032789B2	Issued	2015-May-19
Auto-Shift Reversing Mechanism	US9038504	Issued	2015-May-26
Dual Pawl Ratchet Mechanisn and Reversing Method	US9038507	Issued	2015-May-26
Self-Centering Clamping Device for Wheel Rims	US9038692B2	Issued	2015-May-26
Image-Based Inventory Control System and Method	US9041508	Issued	2015-May-26
Method of Determining Rotary Angle-Related Data of a Vehicle Wheel	US9188429B2	Issued	2015-Nov-17
Alignment Arrangement, Method for Aligning, and Method for Preparation of an Alignment Arrangement	US9149849	Issued	2015-Oct-06
Hand Tool Head Assembly and Housing Apparatus	US9149917	Issued	2015-Oct-06
Preset Electronic Torque Tool	US9156148	Issued	2015-Oct-13
Methods and Systems for Mapping Repair Orders Within a Database	US9158834	Issued	2015-Oct-13
Tool Inventory Control System	US9122999	Issued	2015-Sep-01
Tool Apparatus System and Method of Use	US9126317	Issued	2015-Sep-08
Vehicle Wheel Clamp	USD738179	Issued	2015-Sep-08
Self-Centering Wheel Clamp With No Wheel Contact	US9134125	Issued	2015-Sep-15
Image-Based Inventory Control System Using Advanced Image Recognition	US9147174	Issued	2015-Sep-29
System and Method for Extending Communication Range and Reducing Power Consumption of Vehicle Diagnostic Equipment	US9304062B2	Issued	2016-Apr-05

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Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Panel Hoist	US9321615	Issued	2016-Apr-26
TC With Load Belt	US9415644B2	Issued	2016-Aug-16
Mounting Helper Tool	US9517667B2	Issued	2016-Dec-13
Method and System for Instantaneously Logging Data In an Electronic Torque Wrench	US9523618	Issued	2016-Dec-20
Image-Based Inventory Control System and Method	US9258534	Issued	2016-Feb-09
Synchronization of Two Bead Breakers	US9227473B2	Issued	2016-Jan-05
Power Actuated Wheel Clamp	US9228819	Issued	2016-Jan-05
Control Unit for Tyre Mounting/Demounting	US9370975B2	Issued	2016-Jan-21
Method of Calibrating Torque Using Peak Hold Measurement On an Electronic Torque Wrench	US9242356	Issued	2016-Jan-26
Impact Wrench Anvil	US9393677	Issued	2016-Jul-19
Electronic Torque Tool With Integrated Real-time Clock	US9395257	Issued	2016-Jul-19
Dynamic Presentation of Vehicular-Reference Information	US9361736	Issued	2016-Jun-07
Device, Method and Kit for Cleaning Passage Ducts of a Coolant Fluid In a Recovery and Depuration Apparatus	US9366488B2	Issued	2016-Jun-14
Roll Cab Stability Device	US9375078	Issued	2016-Jun-28
Bias and Reversing Mechanism for Roller Clutch Ratchet	US9296093	Issued	2016-Mar-29
System and Method for Selecting Individual Parameters to Transition From Text-To-Graph or Graph-To-Text	US9330507B2	Issued	2016-May-03
Method and System for Enhanced Scanner User Interface	US9330508	Issued	2016-May-03
Methods and Systems for Generating Baselines Regarding Vehicle Service Request Data	US9336244B2	Issued	2016-May-10
Torque Application Tool	USD755602	Issued	2016-May-10
Battery Monitoring In a Networked Inventory Control System	US9352905	Issued	2016-May-31
Ball Deflecting Chamfer	US9505107	Issued	2016-Nov-29
Tool Repair Package and Replacement System	US9475187	Issued	2016-Oct-25
Prognostics-Based Estimator	US9477950	Issued	2016-Oct-25
Apparatus for Guiding a Vehicle Onto a Service Lift Using a Machine Vision Wheel Alignment System	US9452917	Issued	2016-Sep-27
Torque Wrench Having Improved Wear Properties	US9453288	Issued	2016-Sep-27
Automatic Anti-Slipping System for Tyre Changing Machines	US9610804B2	Issued	2017-Apr-04
Display Panel or Portion Thereof With Animated Graphical User Interface	USD783044	Issued	2017-Apr-04
Display Panel or Portion Thereof With Animated Graphical User Interface	USD783669	Issued	2017-Apr-04
Integrated Seal for Control Button	US9625936	Issued	2017-Apr-18
Target Marking for Secure Logo Validation Process	US9626559	Issued	2017-Apr-18
Methods and Systems for Displaying Vehicle Data Parameters With a Uniform Cursor Movement	US9632656B2	Issued	2017-Apr-25

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Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Methods and Systems for Mapping Repair Orders Within a Database	US9633340B2	Issued	2017-Apr-25
System and Method for a Vehicle Scanner to Automatically Execute a Test Suite From a Storage Card	US9633492B2	Issued	2017-Apr-25
Wheel Lift for Wheel Balancer	US9725287B2	Issued	2017-Aug-08
Wavy Back	US9731366	Issued	2017-Aug-15
Automated Asset Management System With Multiple Sensing Technologies	US9741014	Issued	2017-Aug-22
Saw Handle	USD795038	Issued	2017-Aug-22
Dynamic Presentation of Vehicular-Reference Information	US9747732B2	Issued	2017-Aug-29
Tool Training for Automated Tool Control Systems	US9836907	Issued	2017-Dec-05
Method of Calibrating Torque Using Peak Hold Measurement On an Electronic Torque Wrench	US9839997	Issued	2017-Dec-12
Ratchet Wrench Spring	US9844860	Issued	2017-Dec-19
Methods and Systems for Clustering of Repair Orders Based On Multiple Repair Indicators	US9846860	Issued	2017-Dec-19
Dual-Connector Wireless Vehicle Communication Interface	USD806040S	Issued	2017-Dec-26
System for Dynamic Diagnosis of Apparatus Operating Conditions	US9562830	Issued	2017-Feb-07
Socket Drive Improvement	US9718170	Issued	2017-Feb-16
Distributed Vehicle Service Method and System	US9577866	Issued	2017-Feb-21
Methods and Systems for Providing Vehicle Repair Information	US9582944	Issued	2017-Feb-28
New Compact Laser Scanner	US9702790B2	Issued	2017-Jul-11
Post-Repair Data Comparison	US9704141B2	Issued	2017-Jul-11
Ratchet Wrench and Pawl Mechanism	US9709141	Issued	2017-Jul-18
Methods and Systems for Using Natural Language Processing and Machine-learning to Produce Vehicle-service Content	US9672497	Issued	2017-Jun-06
Methods and Systems for Displaying Vehicle Data Parameters With Drag-and-Drop Inputs	US9684447	Issued	2017-Jun-20
Low Cost Imaging/Conventional Hybrid Alignment System	US9587934	Issued	2017-Mar-07
Vehicle Aligner	USD781727	Issued	2017-Mar-21
Display Panel or Portion Thereof With Animated Graphical User Interface	USD782524	Issued	2017-Mar-28
Display Panel or Portion Thereof With Animated Graphical User Interface	USD782525	Issued	2017-Mar-28
Methods and Systems for Generating and Outputting Test Drive Scripts for Vehicles	US9639995	Issued	2017-May-02
Methods and Systems for Providing a Vehicle Repair Tip	US9665994	Issued	2017-May-30
Tool Apparatus System and Method of Use	US9808918	Issued	2017-Nov-07
Reinforcement Member for Handle of Tool	US9808928	Issued	2017-Nov-07
Monitoring Removal and Replacement of Tools Within an Inventory Control System	US9811962	Issued	2017-Nov-07
Wireless Communication, On-Board Processing and Control	US9816899B2	Issued	2017-Nov-14
Apparatus and Method for Recovering and Regenerating a Refrigerant From an A/C Plant	US9759464B2	Issued	2017-Sep-12

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Methods and Systems for Displaying Vehicle Data Parameter Graphs In Different Display Orientations	US9933915	Issued	2018-Apr-03
Method and System for Providing Diagnostic Filter Lists	US9934624	Issued	2018-Apr-03
Fastener Removal Socket	US9937607	Issued	2018-Apr-10
Control Button Retention Mechanism	US9938996	Issued	2018-Apr-10
Ball Joint Press Adapter	USD815160	Issued	2018-Apr-10
Method and Tool Product of Differential Heat Treatment Process	US9943934	Issued	2018-Apr-17
Battery Clamp Cleaning Device	US9947914	Issued	2018-Apr-17
Utilization of Work Order Data In an Automated Tool Control System	US9953478	Filed	2018-Apr-24
Dual-Connector Wireless Vehicle Communication Interface	USD825568S	Issued	2018-Aug-14
Dual-Connector Wireless Vehicle Communication Interface	USD826172S	Issued	2018-Aug-21
Lock Position Sensing Mechanism	US10060157	Issued	2018-Aug-28
Image-Based Inventory Control System with Automatic Calibration and Image Correction	US10062050	Issued	2018-Aug-28
Floor Jack With Temporary Shipping Handles and Packaging Therefor	US10144538	Issued	2018-Dec-04
Tool Repair Package and Replacement System	US10160113	Issued	2018-Dec-25
Method and System for Displaying and Using Pid Graph Indicators	US10163280B1	Issued	2018-Dec-25
Reservoir Cap Socket	US9884414	Issued	2018-Feb-06
Methods and Systems for Displaying Vehicle Data Parameter With Operating Condition Indicators	US9880707B2	Issued	2018-Jan-30
Virtual Roller	US9881106B2	Issued	2018-Jan-30
Method and Arrangement for Aligning a Vehicle	US10010919	Issued	2018-Jul-03
Method and System for Generating Vehicle Service Content From Metadata Representing Meaning of Vehicle Service Data	US10013679	Issued	2018-Jul-03
Monitoring Removal and Replacement of Tools Within an Inventory Control System	US10013834	Issued	2018-Jul-03
Methods and Systems for Taxonomy Assist At Data Entry Points	US10025764	Issued	2018-Jul-17
Methods and Systems for Providing a Vehicle Repair Tip	US10008050B2	Issued	2018-Jun-26
Image-Based Inventory Control System Using Advanced Image Recognition	US9922413	Issued	2018-Mar-20
One-Piece Remote Wrench	US9969065	Issued	2018-May-15
Methods and Systems for Increasing the Efficiency of a Remote Wrench	US9969067	Issued	2018-May-15
Methods and Systems for Providing an Auto-Generated Repair-hint to a Vehicle Repair Tool	US9971815	Issued	2018-May-15
Socket Adaptor	USD817732	Issued	2018-May-15
Remote Locking System Architecture and User Interface	US9980020	Issued	2018-May-22
Latch Mechanism for Front Opening Lid	USD9975672	Issued	2018-May-22
Rolling Virtual Wheel Spindle Calibration	US9982998	Issued	2018-May-29
Ratcheting Wrench Including Retaining Ring	US10118278	Issued	2018-Nov-06

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Methods and Systems for Clustering of Repair Orders Based On Inferences Gathered From Repair Orders	US10134013	Issued	2018-Nov-20
Elastic Member Retention Mechanism	US10099349	Issued	2018-Oct-16
Multiprobe Circuit Tester	USD830866	Issued	2018-Oct-16
Method of Calibrating Torque Using Peak Hold Measurement On an Electronic Torque Wrench	US10112288	Issued	2018-Oct-30
Systems and Methods to Generate Repair Orders Using a Taxonomy and an Ontology	US10068207B2	Issued	2018-Sep-04
Dual-Connector Wireless Vehicle Communication Interface	USD828838S	Issued	2018-Sep-18
Pliers with Teeth in Slot	USD845098	Issued	2019-Apr-09
Method and System for Displaying PIDs Based On a PID Filter List	US10269191B2	Issued	2019-Apr-23
Wheel Aligner with Advanced Diagnostics and No-Stop Positioning	US10371059	Issued	2019-Aug-06
Tool Repair Package and Replacement System	US10377034	Issued	2019-Aug-13
Rechargeable Battery Status Monitoring In an Automated Tool Control System	US10379167	Issued	2019-Aug-13
Methods and Systems for Clustering of Repair Orders Based On Alternative Repair Indicators	US10380557B2	Issued	2019-Aug-13
Method and System for Initiating Regeneration of Diesel Particulate Filters	US10393045B2	Issued	2019-Aug-27
Replaceable Trigger Components	US10395858	Issued	2019-Aug-27
Methods and Systems for Clustering of Repair Orders Based On Multiple Repair Indicators	US10504071B2	Issued	2019-Dec-10
Methods and Systems for Displaying a Thermal Image and Information Related to Servicing a Vehicle	US10506193B2	Issued	2019-Dec-10
Wheel Aligner with Advanced Diagnostics and No-Stop Positioning	US10508907	Issued	2019-Dec-17
Methods and Systems for Switching Vehicle Data Transmission Modes Based On Detecting a Trigger and a Request for a Vehicle Data Message	US10516768B2	Issued	2019-Dec-24
Systems and Methods for Predictive Augmentation of Vehicle Service Procedures	US10216796B2	Issued	2019-Feb-26
Enabling Communication Between an Inventory Control System and a Remote System Over a Network	US10217307	Issued	2019-Feb-26
Compact Head Body Hammer	US10189151	Issued	2019-Jan-29
Automated Asset Management System with Multiple Sensing Technologies	US10192197	Issued	2019-Jan-29
Torque Wrench With Shock Absorption	US10335935	Issued	2019-Jul-02
Vehicle Wheel Alignment Methods and Systems	US10347006	Issued	2019-Jul-09
Monitoring Removal and Replacement of Tools Within an Inventory Control System	US10347066	Issued	2019-Jul-09
Apparatus and Method for Multi-Phase Vacuum-Assisted Recovery of Refrigerant	US10352600	Issued	2019-Jul-16
Control Button Retention Mechanism	US10359065	Issued	2019-Jul-23
Rolling Virtual Wheel Spindle Calibration	US10365095	Issued	2019-Jul-30
Suspension Caster	US10308068	Issued	2019-Jun-04
Pliers with Teeth on Side	USD850228	Issued	2019-Jun-04
Inertial Socket Adaptor for Torque Application Tools	US10315294	Issued	2019-Jun-11

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Bias Member for Reducing Ratcheting Arc	US10322497	Issued	2019-Jun-18
Controlling Incoming Air for a Multi-Directional Rotational Motor In a Single Rotational Direction	US10328564	Issued	2019-Jun-25
Apparatus and Method for Locking a Storage Tank Above a Scale During Transportation	US10329037B2	Issued	2019-Jun-25
System and Method for Accessing Vehicle Communication Applications Requiring Vehicle Identification Without Re-Entering Vehicle Identification	US10331687B2	Issued	2019-Jun-25
Methods and Systems for Updating Diagnostic and Repair Information	US10332319	Issued	2019-Jun-25
System and Method for Providing Vehicle Data Reports	US10242510	Issued	2019-Mar-26
Improved Motor Control System for a Self-Calibrating Multi-Camera Alignment System	US10284777	Issued	2019-May-07
Auto-Darkening Welding Helmet	US10285864	Issued	2019-May-14
Portable and Modular Production Electroplating System	US10294579	Issued	2019-May-21
Improved Self-Calibrating Multi-Camera Alignment System	US10298814	Issued	2019-May-21
Method, System and Apparatus for Reporting Data Pertaining to Actionable Condition of Electrical Shop Tool	US10464181B2	Issued	2019-Nov-05
Pliers Handles	USD865465	Issued	2019-Nov-05
Self-Calibrating Wheel Aligner with Improved Portability	US10473458	Issued	2019-Nov-12
Method, System and Apparatus for Providing Notification Pertaining to Actionable Condition of Electrical Shop Tool	US10427266	Issued	2019-Oct-01
System and Method for Providing an Interactive Vehicle Diagnostic Display	US10430021B2	Issued	2019-Oct-01
System and Method for Providing an Interactive Vehicle	US10430026B2	Issued	2019-Oct-01
Electronic Torque Screwdriver	USD861450	Issued	2019-Oct-01
Multiprobe Circuit Tester With Color Graphical User Interface	USD861717	Issued	2019-Oct-01
Socket Drive Improvement	US10442060	Issued	2019-Oct-15
Power Units with Power Outlets and USB Ports	US10446992	Issued	2019-Oct-15
Vehicle Exhaust Aftertreatment Device Cleaning Tool	USD863193S	Issued	2019-Oct-15
Vehicle Exhaust Aftertreatment Device Cleaning Tool	USD863194S	Issued	2019-Oct-15
Vehicle Exhaust Aftertreatment Device Cleaning Tool	USD863195S	Issued	2019-Oct-15
Method and System for Generating Vehicle Service Content Based On Multi-Symptom Rule	US10453036B1	Issued	2019-Oct-22
Systems and Methods of Configuring Vehicle Service Tools Associated With Display Device Based On Operating Condition of Vehicle	US10421440	Issued	2019-Sep-24
Dynamic Presentation of Vehicular-Reference Information	US10424137	Issued	2019-Sep-24
Apparatus and Method for Weighing Contents of a Storage Tank	US10612966B2	Issued	2020-Apr-07
Method and System for Displaying Images Captured by a Computing Device Including a Visible Light Camera and a Thermal Camera	US10623668B2	Issued	2020-Apr-14
Technician Assignment Interface	US10733548B2	Issued	2020-Aug-04
Tool Training for Automated Tool Control Systems	US10740994	Issued	2020-Aug-11

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Power Unit Boxes	US10741981	Issued	2020-Aug-11
Front Pull Latch	US10851567	Issued	2020-Dec-01
Methods and Systems for Taxonomy Assist at Data Entry Points	US10860180B2	Issued	2020-Dec-08
Multiprobe Circuit Tester with Graphical User Interface	USD90440S	Issued	2020-Dec-08
Multiprobe Circuit Tester Display with Graphical User Interface	USD904439S	Issued	2020-Dec-08
Ratcheting Mechanism for Ratchet Wrench	US10864616	Issued	2020-Dec-15
Methods and Systems for Clustering of Repair Orders Based on Inferences Gathered From Repair Orders	US10867287B2	Filed	2020-Dec-15
Dual Pawl Ratchet Mechanism and Reversing Method	US10870186	Issued	2020-Dec-22
Apparatus and Method for Multi-Phase Vacuum-assisted Recovery of Refrigerant	US10871317B2	Issued	2020-Dec-22
Method and System for Outputting Diagnostic Content Based on Capability of Diagnostic Device Selected to Receive Content	US10878642B2	Issued	2020-Dec-29
Ratchet Mechanism Spring	US10549407	Issued	2020-Feb-04
System and Method for Checking and Calibrating Scale for Measuring Fluid in Refrigerant Recovery System	US10563893B2	Issued	2020-Feb-18
Rotatable Control Device With Axial Translation	US10528073	Issued	2020-Jan-07
Live Ride Height Measurement	US10539413	Issued	2020-Jan-21
Methods and Systems for Taxonomy Assist at Data Entry Points	US10705686B2	Issued	2020-Jul-07
Cleaning Tool for Vehicle Exhaust Aftertreatment Device and Method of Using Same	US10716442B2	Issued	2020-Jul-21
System and Method for Accessing Vehicle Communication Applications Requiring Vehicle Identification without Re-Entering Vehicle Identification	US10671623B2	Issued	2020-Jun-02
Methods and Systems for Generating and Outputting Test Drive Scripts for vehicles	US10679433B2	Issued	2020-Jun-09
Rolling Virtual Wheel Spindle Calibration	US10684125	Issued	2020-Jun-16
Methods and Systems for Providing a Vehicle Repair Tip	US10685507B2	Issued	2020-Jun-16
Methods and Systems for Tracking Labor Efficiency	US10692035B2	Issued	2020-Jun-23
Method and System for Displaying Vehicle Service Information Based On Ordered Group of Information Set Identifiers	US10692051B2	Issued	2020-Jun-23
Method and System for Providing Diagnostic Filter Lists	US10692306B2	Issued	2020-Jun-23
Method and System for Providing Diagnostic Filter Lists	US10692307B2	Issued	2020-Jun-23
Door Lock Mechanism	US10697201	Issued	2020-Jun-30
Hex Driver	USD888526	Issued	2020-Jun-30
Automated Tool Data Generation in Automation Asset Management Systems	US10579873	Issued	2020-Mar-03
System and Method for Generating Vehicle Data Report With Tool Measurement	US10580226B2	Issued	2020-Mar-03
Automated Tool Data Generation in Automated Asset Management Systems	US109798733333	Issued	2020-Mar-03
Method and System of Using a Usb User Interface In an Electronic Torque Wrench	US10585405	Issued	2020-Mar-10

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Reversing Mechanism for a Power Tool	US10590770	Issued	2020-Mar-17
Internal Thread Chase	US10596648	Issued	2020-Mar-24
Technician Timer	US10643158B2	Issued	2020-May-05
System and Method for Scheduling Based On Vehicle Condition Reported By Vehicle	US10650615B2	Issued	2020-May-12
Tool with Handle Offsets	US10661414	Issued	2020-May-26
Apparatus with Component Aligner	US10823553B1	Issued	2020-Nov-03
Method and System for Displaying and Using PID Graph Indicators	US10825268B2	Issued	2020-Nov-03
Tilt Compensated Torque-Angle Wrench	US10836020	Issued	2020-Nov-17
Methods and Systems for Image Processing and Display	US10841516B2	Issued	2020-Nov-17
System and Method for Providing an Interactive Vehicle Diagnostic Display	US10845961B2	Issued	2020-Nov-24
Wireless Torque Wrench With Torque Specifications	US10792795	Issued	2020-Oct-06
Ratchet Gear Reinforcing Ring	US10807217	Issued	2020-Oct-20
Apparatus and Method for Dual Refrigerant Tank Refill	US10808974B2	Issued	2020-Oct-20
Systems and Methods to Generate Repair Orders Using a Taxonomy and an Ontology	US10810554B2	Issued	2020-Oct-20
Method and System for Modifying Web Page Based on Tags Associated with Content File	US10817654B2	Issued	2020-Oct-27
Socket and Bit Retention	US10759027	Issued	2020-Sep-01
Gain Switching Techniques for Thermal Cameras	US10764514B1	Issued	2020-Sep-01
Tire Lever	US10766318	Issued	2020-Sep-08
Method and System for Displaying PIDs Based on a PID Filter List	US10769870B2	Issued	2020-Sep-08
Caster Wheel	US10773551	Issued	2020-Sep-15
Method and System for Reporting Diagnostic Trouble Code Set in Vehicle is Collision-Related	US10773671B2	Issued	2020-Sep-15
Apparatus and Method for Locking a Storage Tank Above a Scale for Transportation	US10775226B2	Issued	2020-Sep-15
Pivoting Swivel Illumination Device	US10969089	Issued	2021-Apr-06
Portable Rescue Tool	US10974082	Issued	2021-Apr-13
Ratcheting Wrench	US10974373	Issued	2021-Apr-13
Illumination for a Tool Storage Unit	US10976047	Issued	2021-Apr-13
Rolling Virtual Wheel Spindle Calibration	US10976156	Issued	2021-Apr-13
Wrench with Threaded End Bits	US10981262	Issued	2021-Apr-20
Systems and Methods for Predictive Augmentation of Vehicle Service Procedures	US10984004B2	Issued	2021-Apr-20
Method of Manufacturing Socket Punches	US10987745	Issued	2021-Apr-24
Monitoring of Torque Calibration Status in Automated Tool Control Systems	US11085841	Issued	2021-Aug-10
Analyzing Vehicles Based On Common Circuit Elements	US10909132B2	Issued	2021-Feb-02
Method and System for Annotating Graphs of Vehicle Data	US10909777B2	Issued	2021-Feb-02
Remote Wrench Handle and Accessories	US10919139	Issued	2021-Feb-16

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Automated Asset Management System with Multiple Sensing Technologies	US10922648	Issued	2021-Feb-16
Method and System for Generating Vehicle Service Content	US10891597B2	Issued	2021-Jan-12
Method and System for Displaying Images Captured by a Computing Device Including a Visible Light Camera and a Thermal Camera	US11070763B2	Issued	2021-Jul-20
Self-Calibrating Wheel Aligner with Improved Portability	US11073381	Issued	2021-Jul-27
Method and System for Providing Scanner Jobs on Diagnostic Tool	US11074768B2	Issued	2021-Jul-27
System and Method for Providing an Interactive Vehicle Diagnostic Display	US11029813B2	Issued	2021-Jun-08
Holding Tool	US11034003	Issued	2021-Jun-15
Lighting Assembly for Storage Units	US11047566	Issued	2021-Jun-29
Diagnostic Baselining	US11048604B2	Filed	2021-Jun-29
Automated Tool Data Generation in Automated Asset Management Systems	US10943112B2	Issued	2021-Mar-09
Methods and Systems for Displaying Vehicle Data Parameters With Pinch-and-Expand Inputs	US10956003B2	Issued	2021-Mar-23
System and Method for Using Measurement Made by Computerized Measurement Tool	US10957125B2	Issued	2021-Mar-23
Corner Reinforcement Gusset	US10959521	Issued	2021-Mar-30
Hex Driver	US10960520	Issued	2021-Mar-30
Push Button Pin for Pliers	US10994390	Issued	2021-May-04
Apparatus with Component Aligner	US11010908B2	Issued	2021-May-18
Socket Drive Improvement	US11173580	Issued	2021-Nov-16
System and Method for Vehicle Service Scheduler	US11182749B2	Issued	2021-Nov-23
Ratchet	USD936438	Issued	2021-Nov-23
Adaptive Image Processing	US11144780B2	Issued	2021-Oct-12
Method and System for Augmenting Real-Fix Tips With Additional Content	US11144888B2	Issued	2021-Oct-12
Hammer Head with Interference Fit	US11148271	Issued	2021-Oct-19
Latch and Method of Installing a Latch	US11149477	Issued	2021-Oct-19
Jack	USD933928	Issued	2021-Oct-19
Hydraulic Power Unit for Jack with Internally Adjustable Safety Relief Valve	US11111119	Issued	2021-Sep-07
System and Method for Using Measurement Made by Computerized Measurement Tool	US11120644B2	Issued	2021-Sep-14
Adjustable Door Hinge Mechanism	US11124999	Issued	2021-Sep-21
Methods and Systems for Increasing the Efficiency of a Remote Wrench	US11130215	Issued	2021-Sep-28
Interactive Tool Storage System	US11293630	Issued	2022-Apr-05
Power Supply Continuity System	US11296541	Issued	2022-Apr-05
Temporary Shipping Handles and Packaging Therefor	US11299301	Issued	2022-Apr-12
Pliers with Angled Crimping Opening	US11303083	Issued	2022-Apr-12

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
System and Method for Accessing Vehicle Communication Applications Requiring Vehicle Identification without Re-Entering Vehicle Identification	US11314755B2	Issued	2022-Apr-26
Method and System for Providing Diagnostic Filter Lists	US11403893B2	Issued	2022-Aug-02
Method and System for Providing Diagnostic Filter Lists	US11403895B2	Issued	2022-Aug-02
Communicating Battery Charger	US11404886B2	Issued	2022-Aug-02
Vehicle Aligner with Advanced Diagnostics and No-Stop Positioning	US11408732B2	Issued	2022-Aug-09
Method and System for Modifying Web Page Based on Content File Tags	US11409947B2	Issued	2022-Aug-09
PCB with Integrated Switches	US11412631B2	Issued	2022-Aug-09
Internal Gear Retention Mechanism	US11426841	Issued	2022-Aug-30
System and Method for Dynamically-Changeable Displayable Pages With Vehicle Service Information	US11429936B2	Issued	2022-Aug-30
Method and System for Test Driving Mobile Machine	US11520303B2	Issued	2022-Dec-06
Methods and Systems for Clustering of Repair Orders Based on Inferences Gathered From Repair Orders	US11521182B2	Issued	2022-Dec-06
Focused Light Beam Alignment Apparatus for Aligning Fixture Relative to a Vehicle	US11525541B2	Issued	2022-Dec-13
Vehicle Health Record	US11527110B2	Issued	2022-Dec-13
Joint Press	US11530718	Issued	2022-Dec-20
Automated Vehicle Scan Tool Initialization	US11238676B2	Issued	2022-Feb-01
System and Method for Providing an Interactive Vehicle Diagnostic Display	US11221738B2	Issued	2022-Jan-11
Methods and Systems for Automatically Generating Repair Orders	US11222379B2	Issued	2022-Jan-11
Methods and Systems to Provide Packages of Repair Information Based on Component Identifiers	US11386401B2	Issued	2022-Jul-12
Pneumatic Impact Wrench	USD0958624	Issued	2022-Jul-26
Focused Light Beam Alignment Apparatus for Aligning Fixture Relative to a Vehicle	US11353156B2	Issued	2022-Jun-07
Supplementing Vehicle Service Content with Scan Tool Initialization Links	US11354944B2	Issued	2022-Jun-07
Locking Pliers Release Mechanism	US11370088B2	Issued	2022-Jun-28
Monitoring Removal and Replacement of Tools Within an Inventory Control System	US11270540B2	Issued	2022-Mar-08
Methods and Systems for Displaying Vehicle Operating Condition Indicators	US11275491B2	Issued	2022-Mar-15
Methods and Systems for Taxonomy Assist at Data Entry Points	US11281357B2	Issued	2022-Mar-22
Floor Jack Lockout Assembly	US11286140	Issued	2022-Mar-29
Tool Extension	US11318590	Issued	2022-May-03
A Method for Ultrasonic Inspection of a Test Object	US11320402	Issued	2022-May-03
Torque Wrench with Shock Absorption	US11325232	Issued	2022-May-10
Corrosion and Mar Resistance of Steel Components	US11326259	Issued	2022-May-10
Method and System for Annotating Graphs of Vehicle Data	US11328538B2	Issued	2022-May-10

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Jack	USD952284	Issued	2022-May-17
Joint Press Adapter	US11338418	Issued	2022-May-24
Method and System for Reporting Diagnostic Trouble Code Set in Vehicle is Collision-Related	US11338750B2	Issued	2022-May-24
Slide Hammer Weights	US11504838B1	Issued	2022-Nov-22
System and Method for Providing an Interactive Vehicle Diagnostic Display	US11507254B2	Issued	2022-Nov-22
Power Door Opener	US11511139B2	Issued	2022-Nov-29
Flex Joint Lock Button	US11511401B2	Issued	2022-Nov-29
Impact Wrench	USD970999S	Issued	2022-Nov-29
Oil Filter Canister Drain Tool	US11458425	Issued	2022-Oct-04
Tool Housing and Method for Making the Same	US11465267	Issued	2022-Oct-11
Systems and Methods to Generate Repair Orders Using a Taxonomy and an Ontology	US11481737B2	Issued	2022-Oct-25
Methods and Systems for Providing a Vehicle Repair Tip	US11443567B2	Issued	2022-Sep-13
Method and System for Providing Scanner Jobs on Diagnostic Tool	US11450154B2	Issued	2022-Sep-20
Methods and Systems for Thermal Image Display	US11457170B2	Issued	2022-Sep-27
A Device for Separating Oil From a Refrigerant Fluid		Filed	
A Maintenance Apparatus and Method for an Air Conditioning System of a Motor Vehicle		Filed	
Access Door for a Storage Unit		Filed	
Adaptable Systems and Methods for Processing Enterprise Data		Filed	
Adaptive Image Processing		Filed	
Adjustable Pliers		Filed	
Adjustable Pliers		Filed	
Allen Wrench		Filed	
Analyzing Vehicles Based on Common Circuit Elements		Filed	
Anvil for a Power Tool		Filed	
Automated Tool Control Device Managed in a Tool Crib Management System		Filed	
Automated Tool Control Device Managed in a Tool Crib Management System		Filed	
Automated Tool Control Device Managed in a Tool Crib Management System		Filed	
Automated Vehicle Scan Tool Initialization		Filed	
Automation of Mounting/Demounting Tool		Filed	
Automotive Aligner with Improved Accuracy and No-Stop Positioning Using a Drive Direction Calculation		Filed	
Axial Pliers		Filed	
Axial Pliers		Filed	
Battery Charger for Different Capacity Cells		Filed	

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Bead Breaking Lever		Filed	
Boost Inverter for Tyre Changer		Filed	
Boost Inverter for Tyre Changer		Filed	
Bracket for Hanging Receptacle		Filed	
Brushless Direct Current Motor End Cap Heat Sink		Filed	
Camera Housing		Filed	
Caster Wheel		Filed	
Circuit Board with Sensor Controlled Lights and End-to-End Connection		Filed	
Combined Screw and Rivet		Filed	
Combined Screw and Rivet		Filed	
Compact Head Body Hammer		Filed	
Controlling a Brushless Motor		Filed	
Controlling a Brushless Motor		Filed	
Controlling Brushless Motor Commutation		Filed	
Controlling Brushless Motor Commutation		Filed	
Controlling Brushless Motor Commutation		Filed	
Cordless Lamp Styling		Filed	
Current Pulse Limiting Protection		Filed	
Current Pulse Limiting Protection		Filed	
Customer and Vehicle Dynamic Grouping		Filed	
Data Acquisition Using Machine-Readable Optical Symbols		Filed	
Dead Blow Hammer Head		Filed	
Dead Blow Slide Hammer		Filed	
Diagnostic Baselining		Filed	
Direction Selector Mechanism for a Power Tool		Filed	
Door Lock Mechanism		Filed	
Double Overmolded Display Housing Assembly		Filed	
Double Overmolded Display Housing Assembly		Filed	
Double Reduction Gear Train		Filed	
Drawer Identifiers displayed on ATC Device Screen		Filed	
Drill and Drill Housing		Filed	
Dual Pawl Ratchet Mechanism		Filed	
Electronic Torque Wrench with Interchangeable Battery		Filed	
Ergonomic Housing for a Power Tool		Filed	

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Ergonomic Housing for a Power Tool		Filed	
External Pawl Ratchet Mechanism		Filed	
Fastener Retention and Anti-Camout Tool Bit		Filed	
Fastener Retention and Anti-Camout Tool Bit		Filed	
Flexible Head Joints for Cordless Ratchet Tools		Filed	
Floor Jack		Filed	
Floor Jack Lift Arm		Filed	
Flow Path Diverter for Pneumatic Tool		Filed	
Focused Light Beam Alignment Apparatus for Aligning Fixture Relative to a Vehicle		Filed	
Focused Light Beam Alignment Apparatus for Aligning Fixture Relative to a Vehicle		Filed	
Foldable and Wireless Display		Filed	
Frame for Display Assembly		Filed	
Gas Regeneration System and Hydraulic Lift Including the Same		Filed	
Grooved Drive for Ratchet Tools		Filed	
Guided Object Transfer and Automated Tracking Process in an Automated Tool Control System		Filed	
Hammerhead Striking Method		Filed	
Hammerhead Striking Wrench		Filed	
Handle Support Module		Filed	
High Strength Corner Reinforcement		Filed	
Holding Device for a Rim of a Vehicle Wheel		Filed	
Holding Tool		Filed	
Housing Clamp for a Power Tool		Filed	
Hydraulic Pump with Secondary Safety Check Valve		Filed	
Illumination for a Tool Storage Unit		Filed	
Image Based Inventory Control System With Advanced Display Features		Filed	
Impact Mechanism for a Rotary Impact Tool		Filed	
Impact Wrench		Filed	
Impact Wrench		Filed	
Impact Wrench		Filed	
Improved Iso-Ride Brake		Filed	
Indexable Ratchet Tool		Filed	
Inertial Socket Adaptor for Torque Application Tools		Filed	
Inline Gearbox for Tyre Changers		Filed	
Inline Ratcheting Mechanism		Filed	

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Insert for a Power Tool Housing		Filed	
Integral Reamer Apparatus		Filed	
Internal Thread Chase		Filed	
Jack		Filed	
Jack		Filed	
Joint Press Adapter		Filed	
Language Management in Automated Tool Control Systems		Filed	
Language Management in Automated Tool Control Systems		Filed	
Live Ride Height		Filed	
Low Cost, Limted Use, Torque Limited T-Handled Driver		Filed	
Low Profile Ratchet Wrench		Filed	
Managing Objects with Assigned Status in an Automated Tool Control System		Filed	
Managing Objects with Assigned Status in an Automated Tool Control System		Filed	
Method and Apparatus for Recovering the Refrigerant From an Air Conditioning System		Filed	
Method and Apparatus for Tire Pressure Determination		Filed	
Method and System for Annotating Graphs of Vehicle Data		Filed	
Method and System for Annotating Graphs of Vehicle Data		Filed	
Method and System For Augmenting Real-Fix Tips With Additional Content		Filed	
Method and System for Calibrating Imaging System		Filed	
Method and System for Calibrating Imaging System		Filed	
Method and System for Determining a Parameter-Identifier Condition of a Parameter-Identifier Topic to Service a Vehicle		Filed	
Method and System for Determining Whether a Dongle is in Spatial Proximity to a Vehicle Diagnostic Tool		Filed	
Method and System for Displaying and Using PID Graph Indicators		Filed	
Method and System for Displaying Multiple Routing Diagrams		Filed	
Method and System for Displaying Multiple Routing Diagrams		Filed	
Method and System For Displaying PIDs Based on a PID Filter List		Filed	
Method and System for Displaying Routing Diagram with Routable Components		Filed	
Method and System for Displaying Vehicle Service Information Based on Ordered Group of Information Set Identifiers		Filed	
Method and System for Fleet Manager Collaboration		Filed	
Method and System for Fleet Manager Collaboration		Filed	
Method and System for Generating Vehicle Service Content		Filed	

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Method and System for Indicating Vehicle Operating Conditions on a Graphical User Interface With Graph-Axis Control		Filed	
Method and System for Outputting Diagnostic Content Based on Capability of Diagnostic Device Selected to Receive Content		Filed	
Method and System for Providing Diagnostic Filter Lists		Filed	
Method and System for Providing Scanner Jobs on Diagnostic Tool		Filed	
Method and System for Reporting Diagnostic Trouble Code Set in Vehicle is Collision-Related		Filed	
Method and System for Servicing a Vehicle Using a Test Set		Filed	
Method and System for Test Driving Mobile Machine		Filed	
Method and System for Testing Matched Components of Vehicle		Filed	
Method and System for Using Matrix Code to Display Content		Filed	
Method and System of Performing Diagnostic Flowchart		Filed	
Method and System of Providing Cloud-Based Vehicle History Session		Filed	
Method and Tool Product of Differential Heat Treatment Process		Filed	
Method for Determining Tyre Eccentricity With a Fixed Laser Beam Projecting Small Stripe of Light		Filed	
Method for Loading Refrigerant Fluid in an Air Conditioning System		Filed	
Method of Balancing a Vehicle Wheel		Filed	
Method of Braking a Power Tool		Filed	
Method of Composing for Adapters or Extensions On an Electronic Torque Wrench		Filed	
Methods and Systems for Clustering of Repair Orders Based on Inferences Gathered From Repair Orders		Filed	
Methods and Systems for Increasing the Efficiency of a Remote Wrench		Filed	
Methods and Systems for Modifying Diagnostic Flowcharts Based On Flowchart Performances		Filed	
Methods and Systems for Providing a Vehicle Repair Tip		Filed	
Modular Vise		Filed	
Monitoring of Tool Calibration Status In Automated Tool control Systems		Filed	
Monitoring of Tool Calibration Status in Automated Tool Control Systems		Filed	
Monitoring Removal and Replacement of Tools Within an Inventory Control System		Filed	
Motor Control System for Self-Calibrating Multi-Camera Alignment System		Filed	
Motor Controller for a Tool		Filed	
Motor Timeout in Power Tool		Filed	
Motor Timeout in Power Tool		Filed	
Multi-Piece Housing for Indexable Motorized Ratchet Tools		Filed	
Multiprobe Circuit Tester With Graphical User Interface		Filed	

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Multi-Speed Gear Train for Power Tool		Filed	
Network System for a Vehicle Testing Environment		Filed	
Network System for Automotive Shops		Filed	
New Measuring Unit		Filed	
Non-Conductive Magnetic Retrieval Tool		Filed	
Non-Conductive Magnetic Retrieval Tool		Filed	
Non-Contact Direction Selector Mechanism		Filed	
Non-Marring Panel Remover		Filed	
Offset Impact Mechanism for a Hammer Tool		Filed	
One-Piece Remote Wrench		Filed	
On-Vehicle Disk Brake Lathe System with Capture Device and Use Thereof		Filed	
Overcurrent Protection for Electric Motor		Filed	
Pawl Mechanism for Ratchet Tool		Filed	
Pliers with Angled Crimping Opening		Filed	
Pneumatic Impact Wrench		Filed	
Pneumatic Tool Exhaust Muffler		Filed	
Pneumatic Tool Exhaust Muffler		Filed	
Pneumatic Valve for Foot Pedal		Filed	
Portable and Modular Production Electroplating System		Filed	
Portable and Modular Production Electroplating System		Filed	
Portable and Modular Production Electroplating System		Filed	
Portable Electric Rescue Tool		Filed	
Portable Rescue Tool		Filed	
Power Door Opener		Filed	
Power Strip Box		Filed	
Power Strip With Input Plug		Filed	
Power Strip With Usb Ports		Filed	
Preloaded Single Tool Unit		Filed	
Push Button Release Mechanism for Pliers		Filed	
Ratchet		Filed	
Ratchet		Filed	
Ratchet Housing		Filed	
Ratchet with Toggle Trigger		Filed	
Ratchet Wrench with Tube Spring		Filed	

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
Recessed Control Knobs		Filed	
Remote Wrench Handle and Accessories		Filed	
Removable Floor Jack Saddle		Filed	
Reversing Lever		Filed	
Reversing Mechanism for a Power Tool		Filed	
Right Angle Adapter		Filed	
Roll Cab Stability Device		Filed	
Rotatable Control Device with Axial Translation		Filed	
Rotating Animated Visual User Display Interface		Filed	
Sawblade for Wood		Filed	
Scissor Arm, Scissor Lift, and Method of Fabricating a Scissor Arm		Filed	
Self-Calibrating Multi-Camera Alignment System		Filed	
Short Circuit Protection for a BLDC Motor		Filed	
Short Circuit Protection for a BLDC Motor		Filed	
Snap-lock for Tool Bag		Filed	
Socket and Bit Retention		Filed	
Socket Drive Improvement		Filed	
Socket Drive Improvement		Filed	
Socket Drive Improvement		Filed	
Socket Drive Improvement		Filed	
Socket Punches		Filed	
Socket With Groove		Filed	
Storage Bin with Retaining Feature		Filed	
Storage Container with Retaining Feature		Filed	
Supplementing Vehicle Service Content with Scan Tool Initialization Links		Filed	
Suspension Caster		Filed	
System and Method for Accessing Vehicle Communication Applications Requiring Vehicle Identification Without Re-Entering Vehicle Identification		Filed	
System and Method for Dynamically-Changeable Displayable Pages with Vehicle Service Information		Filed	
System and Method for Generating Augmented Checklist		Filed	
System and Method for Indicating Torque		Filed	
System and Method for Measuring Torque and Angle		Filed	
System and Method for Providing an Interactive Vehicle Diagnostic Display		Filed	

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
System and Method for Providing an Interactive Vehicle Diagnostic Display		Filed	
System and Method for Scheduling Based on Vehicle Condition Reported by Vehicle		Filed	
System and Method for Vehicle Service Scheduler		Filed	
Systems and Methods for Predictive Augmentation of Vehicle Service Procedures		Filed	
Systems and Methods of Configuring Vehicle Service Tools Associated with Display Device Based on Operating Condition of Vehicle		Filed	
Technician Assignment Interface		Filed	
Technician Timer		Filed	
Tool and Motor Anti-Rotation		Filed	
Tool Brownout Management		Filed	
Tool Head With Groove for Removal From Lug		Filed	
Tool Housing and Method for Making the Same		Filed	
Tool Housing and Motor Exhaust Management		Filed	
Tool Illumination Source		Filed	
Tool Illumination Source		Filed	
Tool Repair Package and Replacement System		Filed	
Tool Storage Units with Integrated Power		Filed	
Tool Storage Units with Integrated Power		Filed	
Tool Storage Units with Integrated Power		Filed	
Tool with Double Leaf Spring		Filed	
Tool with Handle Offsets		Filed	
Tool with Surfaces with a Compressive Surface Stress Layer		Filed	
Tool with Teeth in Slot		Filed	
Tool with Teeth on Side		Filed	
Tread Scanner Integrated Into Wheel Lift		Filed	
Trunnion Block Assembly		Filed	
Truss Arm		Filed	
Tyre Changer and Method of Measuring Force Variations Acting Between a Pherpheral Surface of a Wheel/tyre Assembly and a Roller		Filed	
Tyre Identification With Qr Codes		Filed	
Tyre Mounting/Demounting Tool		Filed	
Universal Joint Tool Adapter Assembly		Filed	
Use of Onscreen Content Identifiers in Automated Tool Control Systems		Filed	
Use of Onscreen Identifiers in Automated Tool Control Systems		Filed	

Issued and Pending U.S. Patents			
Title	**Patent No.**	**Patent Status**	**Patent Issue Date**
User Adjustable Electronic Torque Wrench Design With Ergonomic Features, and Signaling Capabilities		Filed	
Vehicle Health Record		Filed	
Vehicle Scan Tool Configured to Receive Automated Initialization Requests		Filed	
Vehicle Wheel Alignment Methods and Systems		Filed	
Vehicle Wheel Alignment Systems and Methods Using Drive Direction		Filed	
Vehicle Wheel Alignment Systems and Methods Using Drive Direction		Filed	
Wheel Aligner with Advanced Diagnostics and No-Stop Positioning		Filed	
Wheel Aligner with Advanced Diagnostics and No-Stop Positioning		Filed	
Wheel Aligner With Advanced Diagnostics and No-stop Positioning		Filed	
Wheel Aligner with Improved Accuracy and No-Stop Positioning Using a Drive Direction		Filed	
Wheel Aligner with Improved Accuracy and No-Stop Positioning using Drive Direction Calculation		Filed	
Wheel Aligner with Improved Accuracy and No-Stop Positioning, Using a Drive Direction Calculation		Filed	
Wheel Aligner with Improved Accuracy and No-Stop Positioning, Using a Drive Direction Calculation		Filed	
Wheel Aligner with Improved Accuracy and No-Stop Positioning, Using a Drive Direction Calculation		Filed	
Wide Groove on Socket		Filed	
Wireless Network for Automotive Service Systems		Filed	
Wireless Torque Wrench with Torque Specifications		Filed	
Wireless Torque Wrench with Torque Specifications		Filed	

APPENDIX D.2

Copyrights

APPENDIX D.2

Copyrights Registered in the U.S.A.		
Title	**Copyright Number**	**Copyright Issued Date**
ShopStream Diagnostic Suite, version 8.4	TX8-614-725	2018-Jul-09
DTI V1.0.2 (Copyright Registration - Thermal Imager)	TX-8-656-886	2018-Oct-02
DTI ELITE V1.0.0 (Copyright Registration - Thermal Imager)	TX-8-656-899	2018-Oct-02
ShopStream Diagnostic Suite, version 18.4	TX8-659-536	2018-Oct-13
Manager v7.2	TX 8-655-463	2018-Sep-26
Manager v6	TX 8-752-142	2018-Sep-26
ManagerSE v7.3	TX 8-752-198	2018-Sep-26
Thermal Laser V1.0.0	TX 8-778-395	2019-Aug-07
ShopStream Diagnostic Suite, version 19.4	TX 8-781-221	2019-Aug-15
ShopStream Diagnostic Suite, version 19.2	TX8-723-138	2019-Mar-25
Altusdrive.com v1.0.0.0	TXu 2-141-763	2019-Mar-25
Altusdrive.com v1.4.0.0	TXu 2-141-771	2019-Mar-25
ShopStream Diagnostic Suite version 20.4	TX 8-903-902	2020-Aug-17
ShopStream Diagnostic Suite version 20.2	TX 8-906-062	2020-Aug-17
ShopStream Diagnostic Suite version 21.4	TX 9-022-227	2021-Aug-19
ShopStream Diagnostic Suite version 21.2	TX 8-948-240	2021-Feb-16
RO (Copyright Registration - Database)	TX9-027-466	2021-Sep-22
ShopStream Diagnostic Suite version 22.4	TX 9-181-900	2022-Aug-31
Group registration for database titled RO; Published updates from 10/01/2012 to 12/31/2012; Representative Date: 12/28/2012; Updated Daily (Copyright Registration - RO Database)	TX9-082-386	2022-Feb-14
Group registration for database titled RO; Published updates from 07/01/2013 to 09/30/2013; Representative Date: 08/22/2013; Updated Daily	TX 9-185-063	2022-May-02
Group registration for database titled RO; Published updates from 04/01/2013 to 06/30/2013; Representative Date: 04/03/2013; Updated Daily	TX 9-185-072	2022-May-02
Group registration for database titled RO; Published updates from 10/01/2013 to 12/30/2013; Representative Date: 10/29/2013; Updated Daily	TX 9-185-078	2022-May-02
ShopStream Diagnostic Suite version 22.2 (Copyright Registration)	TX 9-135-265	2022-May-06
Group registration for database titled RO; Published updates from 1/01/2013 to 3/31/2013; Representative Date: 3/27/2013; Updated Daily	TX9-122-423	2022-May-21
Group Registration for Database Titled RO; Published Updates from 01/01/2015 to 3/31/2015; Representative Date: 01/09/2015; Updated Daily	TX 9-200-429	2022-Nov-15

APPENDIX E

Franchisees as of December 31, 2022

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

APPENDIX E

Franchisees as of December 31, 2022

INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
BAILEY, BENJAMIN P	Bailey Tools, Inc.	7611 EVANDER DR	ANCHORAGE	AK	99518	907-250-4633
CANNON, ROBERT G	CANNON TOOLS LLC AK	4500 HUFFMAN RD	ANCHORAGE	AK	99516	907-360-2914
DILLEY, BRANDON A	TOOLS OF THE TRADE, LLC	2601 MONA AVE	ANCHORAGE	AK	99516	907-351-9303
MARSHALL, STANLEY K	MARSHALL TOOLS, LLC	6833 QUEENS VIEW CIRCLE	ANCHORAGE	AK	99504	907-223-0193
MCGOVERN, NATHANIEL M	Last Frontier Tool Company Inc.	502 KELLUM ST	FAIRBANKS	AK	99701	907-322-1888
MILLER, JOHN P	BIG JOHN'S LLC	1385 JOYCE DR	FAIRBANKS	AK	99701	907-371-9002
MOORE, AARON C	MOORE TOOLS AND EQUIPMENT LLC	3235 BRESEE ST, UNIT C3	JUNEAU	AK	99801	214-914-4849
SIMPSON, THOMAS L		316 E COUNTRY RIDGE RD	WASILLA	AK	99654	907-841-2051
VIRGIL, DEREK F	VIRGIL ENTERPRISES, INC.	47040 WAZZU AVE	SOLDOTNA	AK	99669	907-398-1540
BARDIN, ROBERT B	BHAM TOOL & CHEST, LLC	1112 N SHADESVIEW TERRACE	BIRMINGHAM	AL	35209	770-310-1955
BIDNEY, DAVID J	713 TOOLS LLC	9235 OTTAWA DR	DAPHNE	AL	36526	251-753-4493
BLANTON, BARRY S	BLANTON CORPORATION	1678 OZIER DR	TUSCALOOSA	AL	35405	205-531-8539
BRANT, KEVIN E (GA outlet)		431 LEE ROAD 2019	PHENIX CITY	AL	36867	706-325-2830
BRASSFIELD, STEVEN L	S & M TOOLS, LLC	2027 CO RD 59	PRATTVILLE	AL	36067	334-380-1654
BROWN, THOMAS P	CHAMP TOOLS & EQUIPMENT LLC	121 HIGHLAND CREST PKWY	HOOVER	AL	35226	205-492-4195
CRUCE, REX STEVEN	STEVE CRUCE ENTERPRISES, LLC	657 WISTERIA WAY	GARDENDALE	AL	35071	205-337-0586
DODD, PATRICK E	Dodd's Hardware, LLC	556 MARKLUND RD	SUMITON	AL	35148	205-427-0158
FABIAN, CHRISTOPHER J	FABIAN'S TOOLBOX LLC	9903 WILLOW COVE RD SE	HUNTSVILLE	AL	35802	256-457-7103
GREEN, DAVID PAUL	DAVID GREEN L.L.C.	90 RAPID CREEK COVE	MILLBROOK	AL	36054	334-313-0105
GREEN, DAVID PAUL	GREEN'S TOOLS LLC	2015 WOODVALLEY RIDGE	PRATTVILLE	AL	36066	334-300-4521
GUTOWSKI, NEIL M	NMG DISTRIBUTION, L.L.C.	2028 SHAGBARK RD	HOOVER	AL	35244	205-317-2949
HADLEY, KRISTOPHER M **	HADLEY TOOLS & EQUIPMENT LLC.	17100 HARRY JONES RD	SUMMERDALE	AL	36580	251-716-1791
HALL, QUINCY ADAM	NO PANS, LLC	1151 COUNTY RD 1447	FALKVILLE	AL	35622	256-758-2069
HOLDER, WILMER EUGENE	L.A. TOOL DISTRIBUTORS, LLC	3331 S ST HWY 123	NEWTON	AL	36352	334-701-5625
JONES, EDDIE W	DIXIE SERVICES, L.L.C.	17 GREENBRIAR	TUSCALOOSA	AL	35405	205-887-6743
KIMSEY, JAMES MEL		108 FERNWAY DR	ATMORE	AL	36502	251-577-2953
LANG, LEON M	LEON'S TOOLS & EQUIPMENT, INC.	1015 SHELTON BEACH RD, STE A	SARALAND	AL	36571	251-401-0735
LANGSTON, TYLER M	MCCOY SALES AND SERVICES, LLC	2470 VALE DR	BIRMINGHAM	AL	35244	205-914-5472
LEAF, GAVEN R **	LEAF TOOLS LLC	1702 WARD AVE NE	HUNTSVILLE	AL	35801	256-599-8388

****These franchises were not operational as of fiscal year end 2022, but the franchise is operational as of the Effective Date of this Disclosure Document. If Additional Franchise is noted next to the franchisee's name, the Additional Franchise was not operational as of year-end 2022.**

INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
LOY, PAUL J	LOY TOOLS LLC	2261 COLVIN CIR S	GADSDEN	AL	35907	256-390-4869
MASSEY, BRUCE ALLEN	MASSEY ENTERPRISES, L.L.C.	2255 COUNTY ROAD 400	FYFFE	AL	35971	256-899-4315
MYHAN, ROBERT DANIEL		314 MARTIN DR	MUSCLE SHOALS	AL	35661	256-740-1005
RUSHING, LANCE G	RUSHING CORPORATION, A CLOSE CORPORATION	604 OAKLINE DRIVE	HOOVER	AL	35226	205-296-5033
RUTHMAN, MARTIN J	MARTYSTOOLS LLC	5510 WHITESBURG DR SW	HUNTSVILLE	AL	35802	256-230-7176
SANDERS, RICHARD F	SANDERS AUTOMOTIVE TOOLS, LLC	999 LANE DR	PELL CITY	AL	35128	205-863-0524
SANDERS, RICHARD F	S & J AUTOMOTIVE TOOLS, INC.	999 LANE DR	PELL CITY	AL	35128	205-863-0524
WARD, DONALD W	SUMO AND SONS TOOLS, LLC	104 FRANKWOOD DR	MIDLAND CITY	AL	36350	334-685-3518
WOOD, CHRISTOPHER G	CHRIS WOOD INDUSTRIES LLC	3683 COUNTY HWY 57	BLOUNTSVILLE	AL	35031	205-835-6618
WRIGHT, KEITH E	Wright's Tools, LLC	429 JACKSON CIR	MIDLAND CITY	AL	36350	334-796-1677
ATKINS, SHAWN J	ATKINS TOOL FRANCHISE LLC	1802 SARA ANN CIR	PARAGOULD	AR	72450	870-586-4007
BEESON, JOSHUA A	BEESON ENTERPRISES LLC	5059 HIGHWAY 223 N	VIOLA	AR	72583	870-321-1489
BUTLER, AUSTON J	AUSTON BUTLER LLC	3302 DIANA ST	SPRINGDALE	AR	72764	479-276-0755
CHAMBERS, JASON M	J & C TOOL SALES, LLC	934 W VINITY RD	MC RAE	AR	72102	501-743-5170
DACUS, CHRIS L	TOOL TIME, LLC	502 KELSEY DR	JONESBORO	AR	72404	870-530-0446
DEAN, JIMMY C	THE ARCIS GROUP, INC	1001 LARKS CT	MORRILTON	AR	72110	501-773-5525
FALLS, WESLEY R	WES FALLS TOOL SALES, LLC	761 POLK RD #75	MENA	AR	71953	479-243-3363
GERRALD, MICHAEL ALLEN	MG, LLC	945 STAFFORD RD	WILMAR	AR	71675	870-866-0923
GERRALD, MICHAEL ALLEN	MAGRG, LLC	945 STAFFORD RD	WILMAR	AR	71675	870-866-0923
GERRALD, MICHAEL ALLEN	MGRG, LLC	945 STAFFORD RD	WILMAR	AR	71675	870-866-0923
GOLDFISH, STEVEN L		2108 MAGNOLIA BEND	VAN BUREN	AR	72956	479-755-7717
HEFLEY, JAYSON G	JTM TOOLS LLC	254 INDIANHEAD RD	AUSTIN	AR	72007	501-920-1626
HERNANDEZ, RANDALL S	ANCHOR TOOLS LIMITED LIABILITY COMPANY	1304 SILENT GROVE RD	SPRINGDALE	AR	72762	479-305-1364
INGRAM, KEITH E	ZIG ZAG Z SALES, LLC	150 COUNTY LINE RD	LOCUST GROVE	AR	72550	870-613-4448
JOHNSON, SHAWN LEE	TWIN S. CORPORATION	107 ELLIOTT RD	GREENBRIER	AR	72058	501-514-5776
LAWSON, EUGUENE R	4 L TOOL SALES, LLC	PO BOX 883	MENA	AR	71953	479-243-7575
LINDER, JONATHAN D	HERITAGE TOOLS LLC	309 PAR LN, APT 105	LOWELL	AR	72745	479-263-5982

****These franchises were not operational as of fiscal year end 2022, but the franchise is operational as of the Effective Date of this Disclosure Document. If Additional Franchise is noted next to the franchisee's name, the Additional Franchise was not operational as of year-end 2022.**

INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
MATLOCK, GARY L	MATLOCK TOOLS & EQUIPMENT, LLC	3546 E REDWOOD DR	FAYETTEVILLE	AR	72703	479-409-4546
MCCASLIN, MITCHELL ORVAL	McCASLIN TOOLS INCORPORATED	280 WHITE SULPHER RD	HOT SPRINGS NATIONAL PK	AR	71901	501-258-8669
MCNAY, MICHAEL JAMES	MCNAY TOOLS AND EQUIPMENT, INC.	2105-B S MAIN ST	STUTTGART	AR	72160	870-674-8470
NEEL, THOMAS W (TN outlet)	THOMAS NEEL TOOL SALES LLC	292 PROSPECT TRL	JONESBORO	AR	72405	870-740-3262
NORRIS, MARK ALLEN	MARK'S TOOL SALES, LLC	1311 N MAPLE ST	SEARCY	AR	72143	501-940-2038
NORRIS, MARK ALLEN	PLATINUM TOOL SALES, LLC	1311 N MAPLE ST	SEARCY	AR	72143	501-940-2038
NORRIS, MARK ALLEN	ELITE TOOL SALES LLC	1311 N MAPLE ST	SEARCY	AR	72143	501-940-2038
PHELPS, RICHARD LON	PHELPS TOOLS, LLC	10020 HWY 270	MALVERN	AR	72104	501-337-2195
POWELL, STEVEN RAY		10219 DURVIN RD	DARDANELLE	AR	72834	501-416-1601
SEABAUGH, STEPHEN CRAIG	SEABAUGH TOOLS, LLC	PO BOX 367	WYNNE	AR	72396	870-588-6618
SHAW, DICK LEON	B.A.D. TOOL COMPANY, INC.	412 AKEL RD	CABOT	AR	72023	501-920-2769
STEGE, JEFFERY C	INTEGRITY SALES LLC	8610 WEST FEATHERED NEST RUN	BENTONVILLE	AR	72713	479-715-5475
TINSLEY, SAM D	TINSLEY FARMS, INC.	820 OLD CARPENTER LN	HARRISON	AR	72601	870-688-3841
WARNING, CHRISTOPHER M	CHRIS WARNING TOOLS & EQUIPMENT LLC	13499 MEADOW RDG	FAYETTEVILLE	AR	72704	479-770-3737
WRAY, DAVID A		1900 GLEN WEST WAY	FORT SMITH	AR	72916	479-806-1314
BESONSON, EDWIN P	BESONSON TOOLS LLC	5390 NORTH ROBERT RD	PRESCOTT VALLEY	AZ	86314	928-910-6462
BINDER, KEITH W	KB TOOLS LLC	152 W AVENDIA DE LAS AMERICAS	TUCSON	AZ	85704	520-481-2152
BRECHBIEL, MARTIN D	BRECHBIEL TOOLS LLC	PO BOX 914	VAIL	AZ	85641	520-505-0411
CACIOPPO, CHRISTOPHER T	C & B TOOLS, L.L.C.	1450 NORTH 66TH PLACE	MESA	AZ	85205	480-225-7266
CHAMPION, JOSEPH B	JOE TOOLS, LLC	2781 N HOZONI RD	PRESCOTT	AZ	86305	928-713-5331
CHING, ADAM K	ADAM CHING ENTERPRISES LLC	3729 E HARRISON ST	GILBERT	AZ	85295	480-628-8135
CONNOLLY, JORDAN T	CONNETT INDUSTRIES LLC	11445 N ALICE DR	FLAGSTAFF	AZ	86004	480-760-3268

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
CREEK, CHARLES S.	CHUCK S ENTERPRISES INCORPORATED	5409 W GARDEN DR	GLENDALE	AZ	85304	602-615-3534
DAVIDSON, KEITH A	DAVIDSONS TOOLS KD LLC	2476 S 218TH DR	BUCKEYE	AZ	85326	480-682-7418
DENNY, JAMES M	JD TOOLS LLC	5786 E PIONEER ST	APACHE JUNCTION	AZ	85119	602-615-7896
DONATHAN, NORMAN D		5216 N 199TH AVE	LITCHFIELD PARK	AZ	85340	602-531-2999
EASTMAN, MICHAEL SHELDON	M & D EASTMAN, L.L.C.	941 E BIRCHWOOD PL	CHANDLER	AZ	85249	602-397-0610
EVANS, PAUL D	PAUL EVANS, LLC	6673 W MARE AVE	COOLIDGE	AZ	85128	602-793-8423
FISHER, JACOB J	JB FISHER TOOLS LLC	3636 KIOWA BLVD N	LAKE HAVASU CITY	AZ	86404	928-577-7005
GABEL, ROBERT D	BM GABEL TOOLS LLC	11234 E SHERIDAN AVE	MESA	AZ	85212	480-363-8167
HANNAR, STEVE F	HANNAR TOOLS LLC	8218 W PATRICK LN	PEORIA	AZ	85383	602-478-2028
HANSEN, MICHAEL R	HANSEN'S TOOLS LLC	2100 RED CREEK DR	CLARKDALE	AZ	86324	623-628-0114
HAWKINS, JOHN P	HAWX ENTERPRISES LLC	1711 E WESSON DR	CHANDLER	AZ	85286	480-217-7748
HERRERA, ARMANDO	PHX TOOL SUPPLY LLC	5720 W VOGEL AVE	GLENDALE	AZ	85302	623-687-1419
HOUCK, RUSSELL G	HAWK TOOLS LLC	30845 N KEYSTONE CT	QUEEN CREEK	AZ	85142	480-290-6563
HOXIE, STEVEN J	STEVE HOXIE TOOLS LLC	14206 WEST CALAVAR RD	SURPRISE	AZ	85379	602-677-8899
IVERSON, TERRENCE R	T&J IVY, LLC	13706 E CASCOLOTE DR	SCOTTSDALE	AZ	85262	815-353-3881
JIO, CRAIG I	520 TOOLS LLC	2582 MONTECITO CT	SIERRA VISTA	AZ	85635	520-353-5593
JOHNSON, IAN E	IJTS LLC	10639 E 37TH PL	YUMA	AZ	85365	928-580-0319
JONES, ANDREW S		7596 N MEREDITH BLVD	TUCSON	AZ	85741	520-465-4670
KELLEY, JOHN G	J and KK Tools, LLC	11455 E RUTLEDGE AVE	MESA	AZ	85212	480-694-3597
KUJAWA, DAVID	TOOL WORX LLC	3280 N NAMBE DR	TUCSON	AZ	85749	520-955-1431
LEWIS, TIMOTHY J	L & G TOOL SUPPLY, LLC	3203 N SYCAMORE PL	CHANDLER	AZ	85224	480-415-5658
MARTIN, ANDREW P	AM MOTO INC.	2456 W LEWIS AND CLARK TRL	PHOENIX	AZ	85086	612-743-1876
MAXFIELD, ANNAN T	MY EPIQ TOOLS, LLC	12725 WEST TUCKEY LN	GLENDALE	AZ	85307	602-516-8606
MCDONALD, STEPHEN D	T.S. TOOLS, LLC	10652 W CARLOTA LN	PEORIA	AZ	85383	602-772-7282
MCKINNEY, TROY K	CTM ENTERPRISE LLC	20488 EAST APPALOOSA DRIVE	QUEEN CREEK	AZ	85142	602-647-3759
MCROY, ROBERT R	MCROY & CO. LLC.	10880 N LINDA LN	FLAGSTAFF	AZ	86004	928-853-5956

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MENESES, FORTINO	T & R TOOLS LLC	4468 E BERBENA DR	PHOENIX	AZ	85004	480-243-0990
MERCADO, DANIEL C	Mercado Tools, LLC	200 E ROSEBUD DR	SAN TAN VALLEY	AZ	85143	480-665-6776
MILLER, TYLER M	BLACKLIST TOOLS LLC	3655 E VISTA GRANDE	SAN TAN VALLEY	AZ	85140	480-734-0720
MORICI, PHILIP J	SNAPPY TOOL SALES LLC	7729 W JOHN CABOT RD	GLENDALE	AZ	85308	602-334-3849
ORLANDO, JAMES P	JIMMY O'S TOOL SLED, INC.	10077 E DESERT VALLEY PL	TUCSON	AZ	85747	520-306-1870
ORTH, MICHAEL J	TEAM OG TOOLS LLC	17129 N WOODROSE AVE	SURPRISE	AZ	85374	904-625-0774
OUTCALT, VINCE P.		10175 E CHOLLA ST	SCOTTSDALE	AZ	85260	602-692-6746
PECK, BRIAN A	BP TOOLS, LLC	10609 N DECKER	TUCSON	AZ	85742	520-490-1038
POTTS, ANTHONY G	T's Tool Truck, LLC	13355 N COMO DR	TUCSON	AZ	85755	520-977-0760
RIX, ANTHONY B	63 BRAVO TOOLING LLC	2607 S ROSE GDN	MESA	AZ	85209	480-547-9688
RODRIGUEZ, GABRIEL C	CHAVIRA TOOL COMPANY LLC	4664 W 19TH ST	YUMA	AZ	85364	928-261-5572
RUDOLPH, WILLIAM J	WBK ENTERPRISES, LLC	12721 N 85TH AVE	PEORIA	AZ	85381	623-694-8694
SAMARRIPA, CHRISTOPHER D	CAS TOOLS, LLC	3855 EAST KESLER LN	GILBERT	AZ	85295	480-689-1198
SCHMIDT, ROBERT B	ROBO-TOOLS LLC	2130 E AIRE LIBRE AVE	PHOENIX	AZ	85022	480-881-0459
STIDHAM, BOBBY C	BCSTID TOOLS, LLC	7733 W CINNABAR AVE	PEORIA	AZ	85345	623-326-0127
SWANBERG, CURTIS M	SWANBERG TOOLS, L.L.C.	12532 E KIT CARSON PL	TUCSON	AZ	85749	520-247-2433
SWANSON, CHRISTOPHER J	SWANSON CHROME TOOLS, L.L.C.	1920 W PASEO MONSERRAT	TUCSON	AZ	85704	520-548-2325
TATARSKI, JACOB C	BIGTOACH TOOL SUPPLY LLC	12213 N 25TH PL	PHOENIX	AZ	85032	562-883-1441
TATKOWSKI, JASON K	JKT DIAGNOSTICS AND TOOLS LLC	549 W HAXTUN ST	SAN TAN VALLEY	AZ	85143	602-931-9385
THOMPSON, MATTHEW S	THOMPSON TOOLS LLC	15825 S 7TH DR	PHOENIX	AZ	85045	480-226-9674
THREADGILL, TYSON R	TEK TOOLS, LLC	1378 BOURDON RANCH RD	SHOWLOW	AZ	85901	928-242-4253
WARD, RICHARD D	RICH WARD TOOLS LLC	22018 W BEACON LN	WITTMANN	AZ	85361	602-616-4094
WELTER, STEVEN J	WELTERS'S SERVICES LLC	3323 KAREN AVE	KINGMAN	AZ	86401	928-715-2727
WINFREY, MICHAEL B	PLATINUM TOOLS LLC	3330 PINTAIL DR	LAKE HAVASU CITY	AZ	86406	928-605-2692
WOODMANSEE, JOE L	HILLWOOD TOOLS, LLC	12947 N 74TH LN	PEORIA	AZ	85381	602-684-2299
YUEN, SAM H	YUEN MY TRUCK LLC	9623 W MONTE LINDO	PEORIA	AZ	85383	480-579-9680
ACAMPORA, PERRY J.		5110 ESPINOZA RD	EL CAJON	CA	92021	619-548-0205

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ADJOYAN, YENOVK M		16520 AMBER TREE LANE	HACIENDA HEIGHTS	CA	91745	310-245-7719
AGNEW, PHILIP B	STAGE 1 TOOLS INC.	5340 CITRUS COLONY RD	LOOMIS	CA	95650	916-995-8744
AGUILAR, LUIS J	Luis Aguilar Tools, Inc.	7002 GRETNA AVE	WHITTIER	CA	90606	562-282-6763
ALBERT, CAMERON W	ALBERT ENTERPRISES LLC	131 MAXINE DR	PLEASANT HILL	CA	94523	619-248-1841
ALMEIDA, GREGORY	G T TOOLS LLC	PO BOX 1	STEVINSON	CA	95374	209-321-4850
ALTWAL, RAED B	ALTWAL LLC	85 E CENTRAL AVE	MORGAN HILL	CA	95037	408-839-3973
ANDRUSIAK, JOHN M	JMA TOOLS LLC	719 CUTTING WAY	SACRAMENTO	CA	95831	916-956-6945
ANSIEL, GARY THOMAS	GARY ANSIEL LLC	2447 E HOYT RD	HOLTVILLE	CA	92250	760-403-0286
ARTIGA, ROBERT		10351 HARVEST AVE	SANTA FE SPRINGS	CA	90670	562-308-0004
ASARO, JOSEPH V	J AND V TOOLS LLC	1045 WINNERS CIR	RAMONA	CA	92065	858-688-6533
ATWOOD, WILLIAM F	ATWOOD TOOL COMPANY CORP.	29012 SMOOTH SAILING CT	MENIFEE	CA	92585	951-970-0625
BAKER, SHANE M.	EAST PEAK TOOLS, INC.	2505 CENTER RD	NOVATO	CA	94947	415-328-1219
BALDWIN, HENRY WALTER	HENRY BALDWIN TOOLS LLC	27143 ECHO CANYON CT	CORONA	CA	92883	951-809-7448
BANDEK, HUGO F	DND BANDEK, INC.	2900 MINTO CT	LOS ANGELES	CA	90032	213-247-6686
BAPTISTA, ARNOLD F.	BAPTISTA ENTERPRISES, LLC	3710 DUFFY WAY	BONITA	CA	91902	619-972-1520
BARBERENA, JEFFREY J	J BARBERENA TOOLS LLC	15926 S MENLO AVE	GARDENA	CA	90247	323-393-5552
BARGAS, MIGUEL A	BARGAS TOOLS, LLC	915 W 6TH ST	ONTARIO	CA	91762	562-318-5254
BARTZ, JAMES F	JAY'S MOBILE TOOLS, LLC	1315 QUEST RD	RAMONA	CA	92065	760-473-7010
BARTZ, JASON SKIP	S G S TOOL SUPPLY LLC	1538 N 3RD AVE	UPLAND	CA	91786	909-921-7777
BEACH, HENRY	BEACH CITIES TOOL LLC	19350 WARD ST, UNIT 31	HUNTINGTON BEACH	CA	92646	714-642-3489
BELL, STANLEY H		10465 RUGBY CT	RANCHO CORDOVA	CA	95670	916-519-6513
BOGOSIAN, LINDA K	HL BOGOSIAN TOOLS, LLC	9120 VALLEY VIEW	WHITTIER	CA	90603	562-714-6731
BOGOSIAN, WALTER M.		13423 HADLEY ST	WHITTIER	CA	90601	562-762-6138
BONAFEDE, KYLE R	GOODFAITH TOOL DISTRIBUTION LLC	10326 CULLMAN AVE	WHITTIER	CA	90603	562-335-2266
BONS, TYLER A	TS TOOLS LLC	1250 W 160TH ST	GARDENA	CA	90247	562-810-0516

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BORGETT, JOSHUA R	BORGETT ENTERPRISES, LLC	PO BOX 1071	WOODBRIDGE	CA	95258	925-580-6217
BOUMA, COREY D	COREY BOUMA TOOL SALES LLC	16201 ALPINE PL	LA MIRADA	CA	90638	562-237-4193
BRANDSMA, DAVID K		15471 FLORENCE CIRCLE	HUNTINGTON BEACH	CA	92647	719-649-0906
BRANDT, PATRICK A	PAB ENTERPRISES, LLC	4073 SUSANWOOD DR	CONCORD	CA	94521	925-222-0868
BRICKMAN, JONATHAN		219 ERBES RD, #101	THOUSAND OAKS	CA	91362	805-258-1653
BRUN, KARL ROBERT	QUALITY MECHANIC'S TOOLS, INC.	13892 ALDER CREEK RD	TRUCKEE	CA	96161	530-414-4229
BRUNER, PAUL	BRUNER'S TOOLBOX LLC	20630 MAYFAIR CT	COTTONWOOD	CA	96022	530-276-5818
BRUTTOMESSO, HENRY D	BRUTTOMESSO ENTERPRISES, INC.	20310 TEMESTAL CANYON RD	CORONA	CA	92881	951-553-5006
BRYAN, BOB		2141 FELIZ DR	NOVATO	CA	94945	415-609-2884
BULLIS, KEVIN W	KEVIN BULLIS AUTHORIZED TOOL DEALER, LLC	5947 CYPRESS POINT DR	LIVERMORE	CA	94551	650-676-5472
BURLESON, GARY E	GEB, INC.	309 CAMINO DE LAS COLINAS	REDONDO BEACH	CA	90277	310-628-3078
BURNETT, JOSHUA L	BURNETTS AND SON'S TOOLS LLC	827 S BLISS AVE	FRESNO	CA	93727	559-824-4250
BURNS, CHAD E		16681 VIEWPOINT LN	HUNTINGTON BEACH	CA	92647	714-337-3414
BUTLER, JERRY THOMAS	BUTLER DISTRIBUTION LLC	1209 GRAND RIVER AVE	SHASTA LAKE	CA	96019	530-356-0263
BUTLER, TRAVIS J	BUTLER TOOL DISTRIBUTION LLC	1598 HELSINKI WAY	LIVERMORE	CA	94550	925-719-1825
CAGGIANO, GINO D	GINO CAGGIANO CENTRAL VALLEY TOOLS LLC	3814 N FULGHAM CT	VISALIA	CA	93291	559-799-4847
CALDWELL, BRANDON W.	CENTRAL VALLEY TOOLS & EQUIPMENT, INC.	4518 S DANS ST	VISALIA	CA	93277	559-333-3060
CALL, RICHARD S.		31858 CASTAIC RD, STE 214	CASTAIC	CA	91384	661-713-7627
CARDOSO, ALBERTO	CARDOSO LLC	3284 VIA TONGA	SAN DIEGO	CA	92154	619-681-3993
CARVAJAL, STEVE F	STEVE CARVAJAL INC.	2041 WOOD MAR RD	EL DORADO HILLS	CA	95762	916-402-1960
CASTILLO, ISAAC	SALINAS TOOL COMPANY LLC	18846 LENNY ST	SALINAS	CA	93906	831-970-7949
CHAN, ELSON P		2291 BLACKFIELD DR	CONCORD	CA	94520	408-375-2977
CHAVARIN, PHILLIP	PHILLIP CHAVARIN TOOLS, LLC	23664 GYMKHANA RD	RAMONA	CA	92065	760-445-1162
CHIEU, DENNIS J		1335 ARDILLA AVE	LA PUENTE	CA	91746	626-712-3110

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CHUNG, PAUL V	PAUL CHUNG TOOL DEALER, LLC	116 S BRIGHTVIEW DR	COVINA	CA	91723	626-523-4362
CLARK, DANIEL G	Clark & Sons Tool Supply, LLC	223 PILE ST	RAMONA	CA	92065	760-644-7221
CLAUZEL, JOHN		920 INNISFREE CT	VALLEJO	CA	94591	707-479-0306
CLESI, DAVE		PO BOX 2329	WOODLAND	CA	95776	916-224-7001
CLEVELAND, THOMAS I.G.	CLEVELAND TOOLS LLC	1112 BARBARA ST, APT C	REDONDO BEACH	CA	90277	310-720-0864
CODEKAS, NICK J	CODEKAS TOOL AND EQUIPMENT LLC	630 BRIARWOOD DRIVE	BREA	CA	92821	714-713-1159
COLEMAN, GARY D	GDC TOOLS LLC	774 REDRIVER WAY	CORONA	CA	92882	951-545-3197
COLVIN, MATTHEW WILLIAM	MATTHEW COLVIN TOOLS, INC.	108 S PACIFIC ST	OCEANSIDE	CA	92054	760-644-2278
COOK, MICHAEL C	MMCA AMERICAN TOOLS LLC	13903 JUDAH AVE	HAWTHORNE	CA	90250	949-870-2787
COOPER, GREGORY LOUIS	GC TOOLS AND EQUIPMENT SALES, LLC	8159 STRUB AVE	WHITTIER	CA	90602	310-365-8233
CORBRIDGE, DAVID A		16531 JACKSON AVE	LEMOORE	CA	93245	559-360-3528
CORDOVA, GABRIEL J	GJC ENTERPRISES, LLC	3032 MILLS DR	BRENTWOOD	CA	94513	925-848-0005
COSTELLO, RICHARD ALLEN		3247 KENSINGTON DR	EL DORADO HILLS	CA	95762	916-337-6792
COTHRAN, KIRT W	KWC ENTERPRISES LLC	412 SOUTH B ST	LOMPOC	CA	93436	805-210-0817
COX, JASON D		705 SKY RANCH CT	CAMINO	CA	95709	530-344-3732
CRUTS, DUANE L		125 RIESLING COURT	CAMERON PARK	CA	95682	916-837-0142
CURRY, TRAVIS L	TLC TOOLS, LLC	190 S BIRCHWOOD ST	ANAHEIM	CA	92808	714-309-0914
CURTIS, ROBERT L		1701 HAMSHIRE CT	SAN DIMAS	CA	91773	626-831-1496
DAVIDSON, CHRISTOPHER K	DAVIDSON LLC	1062 CALLE DE LIMAR	FALLBROOK	CA	92028	760-468-6524
DAVILA, DANIEL	DD TOOLS, LLC	7462 WINDSOR AVE	HESPERIA	CA	92345	562-577-8119
DAVILA, EMILIO A	DAVILA & SON TOOLS LLC	1080 BRIGANTINO DR	HOLLISTER	CA	95023	831-801-2157
DECINO, WILLIAM DANIEL		6156 STRESEMANN ST	SAN DIEGO	CA	92122	619-981-4299
DELACRUZ, DAVID	DAVID DELACRUZ TOOLS LLC	3016 SHADID DR	COLTON	CA	92324	909-503-2775
DELAPENA, SALVADOR	DE LA PENA TOOLS LLC	7844 MOUNTAIN BLVD	OAKLAND	CA	94605	510-333-2205
DELREAL, JESUS	DEL REAL TOOLS LLC	272 BLENHEIM CT	HOLLISTER	CA	95023	831-801-8581
DENTON, DANIEL J	DANALI LIFE, INC.	9392 JESSICA DR	WINDSOR	CA	95492	707-548-9136
DESROSIERS, DONALD J	DESROSIERS TOOLS LLC	491 PRIMAVERA DRIVE	HOLLISTER	CA	95023	831-207-6128
DILAURA, JASON D	DI LAURA ENTERPRISES	330 UNION HEIGHTS	HOLLISTER	CA	95023	831-801-8601

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DOMINGO, EDEXTER R	SEMPER TOOLS LLC	3618 BALDWIN HILLS CT	SOUTH SAN FRANCISCO	CA	94080	650-515-0819
DOUGLAS, INDIKA A	JD TOOLS, LLC	190 RIVER RIDGE WAY	FOLSOM	CA	95630	510-516-5243
DRYDEN, RICHARD J	RICHARD DRYDEN, INC.	7161 WORTHINGTON DR	EUREKA	CA	95503	707-496-1703
DUONG, MIKE T	TOOLS UNLIMITED LLC	9948 PETUNIA AVE	FOUNTAIN VALLEY	CA	92708	714-595-5257
DURAN, ISAAC R	DURAN OPERATIONS LLC	558 N MARICOPA ST	TULARE	CA	93274	559-794-0479
EASOM, ERIC R	EASOM TOOLS, LLC	650 BROADWAY ST, SUITE 3	REDWOOD CITY	CA	94063	408-315-0522
ENDLER, MARK	SSTOOLS LLC	1161 OAK GLEN RD	SANTA YNEZ	CA	93460	805-878-0800
ENGLISH, JONATHAN T	JON ENGLISH TOOL SALES LLC	3842 FOURTEEN MILE DR	STOCKTON	CA	95219	209-481-6049
FARROKH-SIAR, STEPHEN J	SJF TOOLS & EQUIPMENT, INC.	1822 247TH PL	LOMITA	CA	90717	310-270-3414
FERLAND, STEVEN M	SM FERLAND, INC.	9911 VIA MAVIS	SANTEE	CA	92071	619-778-8828
FERNANDEZ, FABIAN P	FPF ENTERPRISES, LLC	1904 TORINO WAY	LINCOLN	CA	95648	408-688-7387
FERNANDEZ, JOSE A	FERNANDEZTOOLS	16 GLENN AVE	SALINAS	CA	93907	831-245-6070
FRANCIS, ALEXANDER T	AF TOOLS LLC	5789 MISSION CENTER RD, APT 101	SAN DIEGO	CA	92108	619-733-7732
FREEMAN, DUANE E		26 BETSEY WAY	CHICO	CA	95928	530-228-6704
GARCIA, FRANK	FND TOOLS LLC	31334 TOBIAH PL	CASTAIC	CA	91384	818-355-7441
GARCIA, JOHNNY A	J & J TOOLS LLC	11407 E ASHLAN AVE	SANGER	CA	93657	559-362-4340
GARZA, JACINTO M	JG TOOLS LLC	519 E DAYTON AVE	FRESNO	CA	93704	559-709-8892
GEARY, STEVEN R	GEARY TOOL SUPPLY CO LLC	13546 PANORAMA CIR	HESPERIA	CA	92344	951-662-6633
GEBASE, ANTHONY L	AG TOOLS LLC	1727 WEATHERWOOD CT	SAN MARCOS	CA	92078	619-733-8092
GIBSON, JAMES BRET		10337 MOUNTAIN VIEW LN	LAKESIDE	CA	92040	619-654-0497
GOMEZ, JESSE PAUL		1411 OMALLEY LN	LA HABRA HEIGHTS	CA	90631	714-553-7464
GOMEZ, JOSE	JOGO TOOLS LLC	3937 LIVE OAK ST	CUDAHY	CA	90201	310-701-5289
GONG, CRAIG F.	CFG TOOLS LLC	6505 E HUNTSMAN AVE	SELMA	CA	93662	559-903-2235
GONZALEZ, LEONARDO	HD TOOL SLINGERS LLC	13312 RANCHERO RD, STE 18	OAK HILLS	CA	92344	760-403-3633
GOORSKY, JEFFERY W	J.W. Goorsky, Inc.	42850 MAYBERRY AVE	HEMET	CA	92544	951-233-6766

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GRANADOS, ADRIAN		851 S GLENWOOD AVE	RIALTO	CA	92376	909-379-3129
GRENAS, REGINALD LOUIE	REGIEBUILT L.L.C.	912 JAVAN WAY	SUISUN CITY	CA	94585	707-386-4212
GUAGENTI, GARY ANTHONY	CHASE MAXWELL, INC.	4815 MORESBY DR	TORRANCE	CA	90505	310-466-6713
GUILBAULT, JAMES M		5366 DONLYN PL	ANTELOPE	CA	95843	916-223-8665
GUZMAN, JOSEPH R	JOSEPH R GUZMAN TOOLS LLC	803 RIVER BLUFF DR	OAKDALE	CA	95361	209-304-4153
HANGER, ROBERT E	HANGER'S MOBILE TOOL TRUCK, LLC	13528 JOHN ROCHA CIRCLE	GALT	CA	95632	916-217-2199
HARPINE, STEVEN W	MID VALLEY TOOLS, INC.	5903 N KROTIK CT	ATWATER	CA	95301	209-765-5125
HART, DONALD E	D'LUX SERVICES, LLC	16510 HOFFA LANE	RIVERSIDE	CA	92504	951-836-1566
HARTLEY, TRAVIS A	HARTLEY TOOLS, LLC	2521 HONEYBELL LN	ESCONDIDO	CA	92027	760-214-4176
HEGNA, CARY K	RED TOOLS, INC.	5690 MACARGO RD	GRANITE BAY	CA	95746	916-765-1282
HENDERSON, MICHAEL	MDH TOOL SUPPLY LLC	13755 ACORN CIR	VALLEY CENTER	CA	92082	760-801-3229
HENDRICKS, THOMAS	HENDRICKS GROUP INC.	720 BLUEGRASS ST	SIMI VALLEY	CA	93065	805-432-2224
HERAS, LUIS R	RESTO-MOB LLC	12624 RAMER ST	EL MONTE	CA	91732	626-542-0252
HERNANDEZ, ROBERT	ROBERT HERNANDEZ TOOLS LLC	1839 N AVE 55	LOS ANGELES	CA	90042	323-321-2654
HISLOP, JOHN S	HISLOP TOOLS LLC	944 ELLENE AVE	CHICO	CA	95926	530-720-8950
HOM, RICHARD M.	RMH TOOLS LLC	486 LADERA STREET	MONTEREY PARK	CA	91754	626-712-6463
HOPE, JASON L	HOPE INDUSTRIES LLC	3625 FOLSOM ST	SAN FRANCISCO	CA	94110	510-862-0597
HOUSTON, ARTIS L	A.L. HOUSTON TOOLS, INC.	322 N LOCUST AVE	COMPTON	CA	90221	310-863-7800
HUFFMAN, ROBERT EDWARD	ROB HUFFMAN TOOLS LLC	16860 BAYVIEW DR	HUNTINGTON BEACH	CA	92649	714-390-3385
HUGHES, BRIAN W	Hughes Mobile Tools LLC	2151 WILCOX RANCH RD	PLUMAS LAKE	CA	95961	530-210-3287
HUIT, WAYNE R	Wayne Huit Inc.	17762 BUTTE MOUNTAIN RD	JACKSON	CA	95642	209-304-5643
IGNACIO, BOBBY J	IGNACIO TOOL SUPPLY, INC.	5143 VIA MADRID	OCEANSIDE	CA	92057	760-644-0692
JACKSON, BRENT R	JACKSON TOOL GROUP LLC	163 CALLE BELLA VIS	CAMARILLO	CA	93010	805-368-3227
JACO, DENNIS A	ALONSO TOOLS L.L.C.	2600 W 84TH PL	INGLEWOOD	CA	90305	424-603-1027
JACOBSON, PAUL STEPHEN	CENTRAL COAST TOOLS, INC.	340 SPYGLASS WAY	APTOS	CA	95003	831-345-0073
JAY, RONALD E		5116 FAUST AVE	LAKEWOOD	CA	90713	213-435-4300
JELDUM, DANIEL J	ALATI, INC	30709 TARAPACA RD	RANCHO PALOS VERDES	CA	90275	310-877-7523

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JELLERSON, JASON R	STALWART TOOLS LLC	7632 JOSHUA ST	PHELAN	CA	92371	909-631-9628
JERALDS, ROBERT A	R&B TOOL SUPPLY, LLC	13330 EAGLE CANYON DR	CHINO HILLS	CA	91709	951-255-8910
JESKE, ANDREW ALLEN	AJ TOOLS, LLC	2131 EAST STEARNS AVE	LA HABRA HEIGHTS	CA	90631	323-363-4190
JOHNSON, CHRISTOPHER L	NORCAL'S BEST TOOLS LLC.	1422 TOLTECA CT	FREMONT	CA	94539	925-963-9515
JOHNSON, CRAIG VICTOR		44895 MARGE PL	TEMECULA	CA	92592	951-712-8212
JOHNSON, RICHARD A	JOHNSON TOOLS LLC	9224 CERRA VISTA ST	APPLE VALLEY	CA	92308	760-669-7859
JOHNSON, STEVEN J	SJJ ENTERPRISES LLC	2792 HIGH MEAD CIRCLE	VISTA	CA	92084	760-710-1564
JOHNSON, WESLEY S	WESLEY JOHNSON TOOLS INC	27315 LEGEND LANE	HEMET	CA	92544	951-255-7752
JOHNSON, WILLIAM D	WILLIAM JOHNSON, INC.	1418 STOCKTON ST	SANTA MARIA	CA	93455	805-720-4721
JONES, ROBERT L.		14507 NELSON WAY	SAN JOSE	CA	95124	408-583-7255
JUNK, JAMES W	JIM JUNK TOOLS LLC	10638 VISTA CAMINO	LAKESIDE	CA	92040	619-666-0050
KEITH, DAVID GLEN		11 PACIFICO	LAGUNA NIGUEL	CA	92677	949-500-1057
KIRBYSON, GREGORY E	G.K. TOOLS, INC.	513 DEODARA ST	VACAVILLE	CA	95688	707-724-1366
KLEIN, RICHARD M	KLEIN ENTERPRISES INC.	333 E 18TH ST, APT B	COSTA MESA	CA	92627	714-317-8232
LAFONTAINE, JOSE C	JCL COMPANY LLC	1972 WYRICH ST	TULARE	CA	93274	559-759-9957
LANE, SCOTT J		1520 SABINA CIR	SIMI VALLEY	CA	93063	818-703-2615
LAO, KOU	KC TOOLS LLC	2021 QUINCY AVE	SACRAMENTO	CA	95822	916-251-6643
LAPHAM, TREVOR L	GV TOOLS LLC	111 BANK ST, PMB 125	GRASS VALLEY	CA	95945	530-913-8665
LAU, RANDY M		18417 COMMUNITY STREET	NORTHRIDGE	CA	91325	747-444-7756
LEWIS, JACOB S.	LEWIS TOOLS & EQUIPMENT, LLC	34145 PACIFIC COAST HWY #604	DANA POINT	CA	92629	949-279-1800
LEWIS, JOSEPH W		P O BOX 987	BRENTWOOD	CA	94513	925-777-2279
LEWIS, ROBERT JOHN	A MAIN TOOL & EQUIPMENT, INC.	3351 DOYLE RD	OAKLEY	CA	94561	925-759-1929
LINDSAY, JOHN D.		1969 N CLIFFORD ST	RIALTO	CA	92376	951-288-4334
LIOU, PETER	LIOU TOOLS INC	1329 OLD COUNTY RD	BELMONT	CA	94002	408-206-3611
LIPPERT, CHARLES R	BAD TO THE BONE TOOLS	1406 DORSET AVE	THOUSAND OAKS	CA	91360	805-341-5725
LIRETTE, ROBERT A		1000 W DUARTE RD, SUITE 3	ARCADIA	CA	91007	626-755-3139
LOUFEK, LEE R	ASM TLS LLC	39330 CHERRY TREE RD	CHERRY VALLEY	CA	92223	760-333-0721
LOUTHAN, NOEL R	NRL TOOL COMPANY LLC	10 LINDA CT	PLEASANT HILL	CA	94523	415-672-1951

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LUGO, SILVESTRE	SLY LUGO TOOLS LLC	244 N CORRY ST	FORT BRAGG	CA	95437	707-684-0352
MACHADO, EVAN L	F & J'S TOOLS & EQUIPMENT, INC.	1078 PRINCE CHARLES CT	ATWATER	CA	95301	559-301-7124
MACHADO, PAUL R	PG TOOLS & EQUIPMENT, LLC	S 12307 ROSELAWN AVE	TURLOCK	CA	95380	209-535-2191
MADERIS, ROBERT J		687 N 3RD STREET	SAN JOSE	CA	95112	408-425-4837
MAGANA, MANUEL	MAGANA TOOLS LLC	3047 LYNWOOD RD, UNIT A	LYNWOOD	CA	90262	213-444-9730
MARIN, JOSE	M&M TOOLS LLC	1334 LOWEN ST	WILMINGTON	CA	90744	310-919-7139
MARQUEZ, MOSES M	MOEKIM, LLC	1232 NACION AVE	CHULA VISTA	CA	91911	619-948-6331
MARRON, JAVIER J	JJMARRON HOLDINGS, LLC	8451 OMELVENY AVE	SUN VALLEY	CA	91352	818-921-0579
MARSHALL, CLAYTON W	CWM TOOLS, LLC	4861 TRAIL ST	NORCO	CA	92860	562-397-1072
MARSHALL, COURTLAND L		2903 JOHNSTON AVE	REDONDO BEACH	CA	90278	909-208-8741
MARTINEZ, RICHARD G	RGM TOOLS LLC	2250 EAST DUELL ST	GLENDORA	CA	91740	626-712-6669
MARTINEZENRIQUEZ, GUSTAVO A	G & JR LLC	307 E 11 ST	BAKERSFIELD	CA	93307	661-301-7309
MAXON, GARRETT L	G MAXON TOOLS LLC	11001 SAN JACINTO ST	MORONGO VALLEY	CA	92256	951-205-6690
MCCALLISTER, TIMOTHY JOSEPH		PO BOX 750591	PETALUMA	CA	94975	707-396-2233
MCKITTRICK, ROBERT M.	YOUNG GUNS 46, INC.	1830 EUCLID AVE	EL CAJON	CA	92019	619-778-9170
MCLEAN, ROBERT M		7858 LADOGA PL	RIVERSIDE	CA	92509	909-268-4439
MCMULLEN, JONATHAN CURTIS	J. MCMULLEN TOOLS, INC	9528 MIRAMAR RD, UNIT 244	SAN DIEGO	CA	92126	619-279-7939
MCNEELY, DOUGLAS D		7025 GARDEN GROVE AVE	RESEDA	CA	91335	818-521-4311
MENDIOLA, CHRISTOPHER F	MENDIOLA TOOLS, LLC	20402 ROSETON AVE	LAKEWOOD	CA	90715	562-826-1249
MERCHAIN, LANCE M	FIRST CHOICE TOOLS	2618 E ROBERTA DR	ORANGE	CA	92869	562-631-5969
MILLER, CHAD W		5150 VIA DEL ACERO	YORBA LINDA	CA	92887	714-728-4211
MILLER, ROGER J	RJM INDUSTRIES, INC.	600 PAMLAR AVE	SAN JOSE	CA	95128	408-981-1539
MILLER, WILLIAM D		2075 RICARDO DR	CONCORD	CA	94519	925-771-9170
MOLANDER, MICHAEL H.	MOLANDER TOOLS LLC	14795 DEERWOOD ST	POWAY	CA	92064	619-993-8665
MONTEZ, HECTOR		2268 ELKHORN CT	SAN JOSE	CA	95125	408-234-1420
MONTGOMERY, BRYAN R	TOOLS MATTER INC	28964 TIMBERLANE ST	AGOURA HILLS	CA	91301	805-660-7218
MONTGOMERY, RODNEY E		PO BOX 449	LATON	CA	93242	559-352-7485
MULRONEY, PATRICK M	NACHO'S TOOLS LLC	710 N ADELE STREET	ORANGE	CA	92867	714-944-2185

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MURRAY, CHAZ D	WCST INC.	5888 E HARNEY LN	LODI	CA	95240	209-715-0202
NEVILLS, BILL		531 GREGORY DR	YUBA CITY	CA	95993	530-701-8934
NIELSEN, BRIAN J	EAST BAY TOOLS, LLC	23733 GLENBROOK LN	HAYWARD	CA	94541	510-432-5936
NUNEZ, JOSE L	NUNEZ TOOLS INC	18612 RAYEN ST	NORTHRIDGE	CA	91324	818-748-5101
O'CONNELL, THOMAS M.		3331 APPIAN RD	CARLSBAD	CA	92008	760-519-2719
O'DELL, KEVIN W	O'DELL TOOLS LLC	16102 BENSON ST	PERRIS	CA	92570	562-213-2846
O'HARA, YOSHIFUNI		23036 BENNER CT	TORRANCE	CA	90505	310-502-9726
OHLINGER, BENJAMIN W	BNO TOOL SUPPLY LLC	14500 HARVEST CREST AVE	BAKERSFIELD	CA	93314	661-858-9828
O'MARA, DAVID MICHAEL		6097 HEDGECREST CIR	SAN RAMON	CA	94582	510-912-0065
O'MARA, DERIK M	BAY AREA TOOLS LLC	6097 HEDGECREST CIR	SAN RAMON	CA	94582	925-577-6252
OZAWA, BYRON Y	SO CAL ENTERPRISES WEST LLC	1560 KANE AVE	SIMI VALLEY	CA	93065	805-813-2803
PADGET, DAVID J	PADGET TOOLS LLC	15382 KERN AVE	HESPERIA	CA	92345	951-727-6631
PARAFINA, LOUIE A	TRACY TOOLS LLC	2951 SAN ROCCO CT	TRACY	CA	95376	209-403-5421
PATOS, ROSCOE C	R&M PATOS TOOLS LLC	27275 HAMMETT CT	MORENO VALLEY	CA	92555	951-956-7180
PEEKE, GERALD S	G.S. PEEKE, INC.	1400 SANTA FE AVE	LONG BEACH	CA	90813	310-466-8064
PENA, ARTURO	AP TOOLS LLC	4227 N MAGNOLIA DR	SAN BERNARDINO	CA	92407	909-706-2108
PEREZ, ALIRIO S	ASP TOOLS LLC	1146 S MARIANNA AVE	LOS ANGELES	CA	90023	323-747-3799
PEREZ, JENNY	JPEREZ TOOLS LLC	1146 S MARIANNA AVE	LOS ANGELES	CA	90023	213-255-1047
PEREZ, REINALDO R	RR PEREZ ENTERPRISES LLC	3843 BERRYMAN AVE	LOS ANGELES	CA	90066	310-925-4799
PEREZ, RICHARD A	VRP HOLDINGS LLC	27934 PINEBANK DR	SAUGUS	CA	91350	818-653-2408
PEREZ, ROBERTO A	FORTUNE FUNDS INC.	2585 W 5TH ST, UNIT C101	OXNARD	CA	93030	805-515-9577
PFEIFER, SHAWN H	PFEIFER TOOLS LLC	507 TERRA LANE	EL CAJON	CA	92019	760-688-9439
PHINNEY, PATRICK M	PHINNEY TOOLS LLC	18551 SENECA CT	APPLE VALLEY	CA	92307	760-524-1038
PIERCE, DONALD W	DOPI AUTOCONSULT, LLC	4201 CUNEO DRIVE	CONCORD	CA	94518	925-323-8743
PORRETTA, MICHAEL J	BM TOOLS, LLC	17320 HIGH COUNTRY CIR	PERRIS	CA	92570	909-210-7922
PORTER, JERRY		19066 MINES RD	LIVERMORE	CA	94550	510-385-0939
PUMARES, WALTER A	WP ELITE TOOLS LLC	PO BOX 3209	SANTA CLARA	CA	95055	408-202-4026
QUACH, BENJAMIN	BENJAMIN QUACH, LLC	1413 W CHATEAU AVE	ANAHEIM	CA	92802	714-600-3663

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REYNOLDS, JACK E	JACKS TOOLS LLC	877 SAN PABLO WAY	DUARTE	CA	91010	626-472-4371
RICHARDS, TIMOTHY B	TIM RICHARDS TOOL ZONE, LLC	4590 BARILOCHE LN	HEMET	CA	92544	951-438-0084
RICKARDS, JOSHUA J	RICKARDS TOOLS LLC	16701 BAREFOOT CIR	HUNTINGTON BEACH	CA	92649	714-330-4588
RIDDELL, RANDY D	RDR ENTERPRISES, LLC	2501 MABRY DR	SACRAMENTO	CA	95835	530-848-6597
RIVAS, ALEXANDRA M	AVR TOOLS LLC	3609 DOVEWOOD ST	BAKERSFIELD	CA	93309	661-333-9347
RIVAS, JOSE L	JOSE LUIZ RIVAS JR., INC.	3608 ACTIS ST	BAKERSFIELD	CA	93309	661-303-8297
RIVAS, MANUEL	MSS RIVAS TOOLS INC.	3608 ACTIS RD	BAKERSFIELD	CA	93309	661-304-5254
ROCKEY, PAUL D	ROCKEY'S TOOLS LLC	12457 KESTREL ST	SAN DIEGO	CA	92129	858-735-0195
ROMERO, ALEJANDRO	ALEX'S TOOLS LLC	23711 CRENSHAW BLVD, UNIT B023	TORRANCE	CA	90505	310-773-8389
ROMERO, VICTOR D	ESCORCIA'S LLC	1451 TETON AVE	SALINAS	CA	93906	831-272-8756
ROMINE, MICHAEL W	ROMINE'S TOOLS, LLC	3920 LA VERNE WAY	SACRAMENTO	CA	95864	916-919-5374
ROSALES, ABEL		7468 PEPPERTREE LN	FONTANA	CA	92336	909-609-6613
ROUNDYMILLER, NEILDEN V	MILL RUN TOOLS LLC	538 FELICIA LA	SAN MARCOS	CA	92069	352-572-0140
ROWE, GREGORY D	GKR TOOL SOURCE	7106 RHONE DR	BAKERSFIELD	CA	93308	661-577-2041
RUIZ, JOHN	J C TOOLS, INC.	527 N AZUSA AVE, UNIT 361	COVINA	CA	91722	626-672-6282
RUIZ, MOISES	M. RUIZ BUSINESS SERVICES, INC.	14188 ANOLA ST	WHITTIER	CA	90604	562-631-8559
SALAZAR, RUBEN A	RUBENS SNAPPY TOOLS LLC	15445 FIR ST	HESPERIA	CA	92345	909-843-8886
SALLY, RIZVI M	RS IMPORTS EXPORTS	448 GREEN HILLS DR	MILLBRAE	CA	94030	650-228-8032
SAMUELSON, JON H.		6 PARADISE COVE	LAGUNA NIGUEL	CA	92677	949-933-2064
SANCHEZ, CARLOS MANUEL	TOOLMAN, INC.	609 KNOB HILL AVE	REDONDO BEACH	CA	90277	310-704-3535
SANCHEZ, JORGE MANUEL	BE&P TOOLS, LLC	2502 W 230TH ST	TORRANCE	CA	90505	310-292-6496
SANDINVELAZQUEZ, LUIS A	SANDIN INK INC.	12 BREWINGTON AVE	WATSONVILLE	CA	95076	831-240-7146
SANDOVAL, DANIEL O	SANDOVAL ENTERPRISES INC.	12918 ARAPAHO RD	RANCHO CUCAMONGA	CA	91739	951-675-9457
SANTANA, ENRIQUE HENRY	H SANTANA AUTHORIZED FRANCHISEE, LLC	1943 ALFORD AVENUE	LOS ALTOS	CA	94024	408-679-0604
SCHLUCHTER, CHAD A.	CAS TOOLS, INC.	2068 WEST 238TH ST	TORRANCE	CA	90501	310-863-9104

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SCHROEDER, JAMES C.		2468 WEST 236 PL	TORRANCE	CA	90501	310-480-2573
SCHWARZ, ERWIN M.		2214 CANALDA DR	LA CANADA FLINTRIDGE	CA	91011	818-437-8847
SEDANO, GERMAN A	VIOLET TOOLS USA LLC	5111 HAROLD WAY, #101	LOS ANGELES	CA	90027	323-632-7998
SERRANO, LUIS A	SERRANO'S TOOLS LLC	1107 WALTHAM RD	SIMI VALLEY	CA	93065	805-279-2836
SHEAR, MICHAEL JOSEPH		2203 E CLOVERDALE AVE	ORANGE	CA	92867	760-212-0007
SHEPHERD, SCOTT A	SHEP ENTERPRISES, LLC	16642 TRETHEWAY RD	LODI	CA	95240	209-747-2774
SHIPMAN, JOSHUA E	JOSHUA TOOL SUPPLY LLC	3123 GLAD WAY	LANCASTER	CA	93536	661-874-9955
SHONKWILER, JOSEPH STEPHEN	J & D TOOL SUPPLY, INC.	14680 MALLORY DR	FONTANA	CA	92335	951-201-3978
SHRUM, BRYAN T	BULLETPROOF TOOLS LLC	1345 SOUNDVIEW CIRCLE	CORONA	CA	92881	714-348-6794
SILVEY, TODD R		2932 SMITH RIVER DRIVE	REDDING	CA	96002	530-941-8294
SKOW, JASON G	JBB TOOLS LLC	2181 BEACHWOOD CT	HOLLISTER	CA	95023	831-673-2546
SMITH, DANIEL B	D H TOOLS, INC.	23050 SACRAMENTO RD	CORNING	CA	96021	530-519-7001
SMITH, TIMOTHY M.	TCA TOOLS INC.	2768 BRANCH MILL RD	ARROYO GRANDE	CA	93420	805-710-2675
SOLORZANO, LEONARDO F	SOLORZANO LLC	13 MOHOVY ST	WATSONVILLE	CA	95076	831-207-8929
SOTO, ISAIAS	SS TOOL DISTRIBUTION, INC.	1359 AGATE AVE	MENTONE	CA	92359	951-201-4741
SOUSA, ROBERT C	ORGANIZED CHAOS LLC	8712 KIM LN	JURUPA VALLEY	CA	92509	909-772-2692
SOUZA, SKYLER	CENTRAL COAST TOOLS LLC	1191 BARNETTE RD	SANTA MARIA	CA	93455	805-621-1724
SPEARS, STEPHEN G		14870 PAYTON AVE	SAN JOSE	CA	95124	408-314-0765
SPOELSTRA, DAVID L		20506 SANDPIPER LN	HUNTINGTON BEACH	CA	92646	520-631-0441
SPOELSTRA, KYLE S	KS TOOLS, LLC	1071 OVERBROOK LN	FALLBROOK	CA	92028	760-497-4463
STEED, MICHAEL P	STEED TOOLS, LLC	10930 N MICKE GROVE RD	LODI	CA	95240	916-769-6246
STEVENS, ZACHERY T	R & Z STEVENS ENTERPRISE LLC	6907 LASSALETTE DR	BAKERSFIELD	CA	93308	559-998-9337
STONE, JOHN C	JOHN STONE TOOLS LLC	112 FLAT ROCK DR	FOLSOM	CA	95630	916-718-0065
STYLES, DONOVAN R	CDRT TOOLS	13337 ROAD 35	MADERA	CA	93636	559-706-7082
STYLES, MATTHEW C	JLM PRO TOOLS INC.	31116 CHERRY DR	CASTAIC	CA	91384	818-303-5915
SUNDE, JASON B		28040 STRUBRIDGE DR	CASTAIC	CA	91384	818-388-8842
SUTTER, DAVID G		8767 SYCAMORE ST	DELHI	CA	95315	209-648-5676

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SYRKO, MICHAEL J	HDD TOOLS, LLC	7638 VISTA RIO	HIGHLAND	CA	92346	909-697-7903
TABOR, NOEL E	TABOR TOOLS LLC	6924 TOWER ST	LA MESA	CA	91942	619-218-2612
TAKAHASHI, KENNETH S	TAKAHASHI & HOZUMI LLC	1057 AVENUE D	REDONDO BEACH	CA	90277	562-760-8388
TANQUARY, HUNTER JOSEPH	Tanquary Industries LLC	4780 GARDEN CT	AUBURN	CA	95602	530-906-2126
TAYLOR, VAUGHN H	TAYLOR AND SONS LLC	3424 W SUNNYSIDE AVE	VISALIA	CA	93277	559-909-7474
THOMASON, MICHAEL J	NJT TOOLS LLC	11083 CANYON COVE ST	VICTORVILLE	CA	92392	760-669-6419
TINIELU, SANI I	USO TOOLS & SERVICES LLC	15700 PRAIRIE WAY	RIVERSIDE	CA	92508	951-202-7452
TINSLEY, CRAIG M		3964 FARRIS DR	VALLEY SPRINGS	CA	95252	209-483-6470
TITUS, JAKE D	TITUS TOOLS LLC	292 ACADEMY ST, APT 3	BISHOP	CA	93514	760-264-3306
TRIMMER, DIRK R	ROSS ENTERPRISES INC	588 CALHOUN CIR	CORONA	CA	92879	951-901-9222
TWIDWELL, DANA G	NEXT LEVEL TOOLS INCORPORATED	7 GARDENIA LN	HOLLISTER	CA	95023	408-621-1605
UDELL, JOSHUA JASON	JASON RYAN INC.	3701 POTRERO DR	FULLERTON	CA	92835	562-324-1053
UDELL, MICHAEL STEVEN	UDELL ENTERPRISES, INC.	7676 SLATER AVE, UNIT 125	HUNTINGTON BEACH	CA	92647	714-713-2648
UHLE, SCOTT A		3418 MORGAN DR	NORCO	CA	92860	951-377-7114
VANDIEREN, GERARD	G AND D ENTERPRISES, INC.	16508 S BROADWAY	GARDENA	CA	90248	310-920-8945
VANDIEREN, JOHANNES J.		536 NENNO AVE	PLACENTIA	CA	92870	714-925-4825
VANGRONINGEN, NEIL E	BEST TOOLS, LLC	227 W. SHERWOOD DR	HANFORD	CA	93230	559-352-7434
VANNORMAN, ANDREW K	VAN NORMAN TOOLS, LLC	18940 SPYGLASS RD	HIDDEN VALLEY LAKE	CA	95467	707-533-6298
VANS, CARLOS A	SRP INC	690 LAKEFAIR DR	SUNNYVALE	CA	94089	650-439-9997
VEGA, PABLO A	VEGA INDUSTRIAL SALES LLC	9369 REGENCY WAY	RANCHO CUCAMONGA	CA	91701	909-367-9735
VELADOR, DAVID	DAVID VELADOR TOOLS	184 ROSEBUD AVE	HOLLISTER	CA	95023	408-804-3575
VELASCO, LUIS A	LV TOOLS LLC	1621 E DIANE DR	COMPTON	CA	90221	323-864-9206
VELASCO, MIGUEL A	MV TOOLS & REPAIR LLC	15292 CARRETERA DR	WHITTIER	CA	90605	323-313-9260
VERDUCCI, ERIC T	ERIC VERDUCCI'S COOL TOOL, LLC	2203 CENTER AVE	MARTINEZ	CA	94553	925-890-2641
VILLEGAS, RYAN I	TRIFORCE TOOLS LLC	4312 IBIZA ISLAND WAY	SACRAMENTO	CA	95834	530-908-8720
WALSH, JOHN C.	JCW TOOLS & EQUIPMENT, INC.	627 CALLE DE ARBOLES	REDONDO BEACH	CA	90277	310-350-3317

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
WARBURTON, DONALD M	WARBY9, INC.	17666 WINDING CREEK RD	SALINAS	CA	93908	408-671-2638
WARBURTON, STEVE	WARBY7, INC.	1455 WEST ST	SOLEDAD	CA	93960	831-809-9143
WARDALL, MICHAEL DAVID	MICHAEL D. WARDALL TOOLS LLC	18 COLLINS PLACE	WOODLAND	CA	95776	707-718-5366
WARREN, KYLE O	TOOL TANK LLC	23243 HAWK LN	TWAIN HARTE	CA	95383	209-206-6222
WEBB, DANNY C	DANCO INDUSTRIES LLC	785 E PEACH ST	SAN JACINTO	CA	92583	909-633-8272
WHITE, SEAN FREDRIC	C&R TOOL REPAIR, INC.	85 WRANGLER RD	SIMI VALLEY	CA	93065	818-335-8687
WILLIAMS, TIMOTHY BRIAN	TIM'S TOOL SALES, LLC	18265 KROSS RD	RIVERSIDE	CA	92508	626-246-4385
WILLIAMSON, JONATHAN D	WILLIAMSON TOOLS LLC	3156 S BEALE RD	WHEATLAND	CA	95692	916-343-1114
WONG, HENRY W	HP Tools, Inc.	1202 PROMENADE ST	HERCULES	CA	94547	925-586-8309
WRIGHT, SHAWN J	FATHEAD TOOLS LLC	18845 MONTE VISTA DR	LINDEN	CA	95236	209-456-9673
YEARTA, DANNY L		22106 LINDA DR	TORRANCE	CA	90503	310-600-7418
YOUNG, SHAWN A	CENTRAL VALLEY TOOLS LLC	179 SKY PLACE #3	MANTECA	CA	95336	408-630-1714
ADCOX, MICHAEL H	MADCOX TOOLS, INC.	3527 E 104TH PL	NORTHGLENN	CO	80233	303-910-7476
ARTER, TIMOTHY F	ARTER INC.	9405 COUNTY ROAD 49	HUDSON	CO	80642	720-938-7998
ARTER, TIMOTHY F	EKA LLC	9405 COUNTY ROAD 49	HUDSON	CO	80642	720-938-7998
BARBER, MONTANA W	MWB TOOLS LLC	50557 COUNTY ROAD S	BURLINGTON	CO	80807	719-313-1349
BELL, JAMISON C	BELLHAUS TOOLS, LLC	28373 CR 313	BUENA VISTA	CO	81211	262-865-4284
BILLS, CHRISTOPHER B	FOOTHILL TOOLS CO.	11445 W PATTERSON PL	LITTLETON	CO	80127	303-358-7613
BOGENHAGEN, CHAD H	BOGIE'S TOOLS & MORE LLC	512 PARK ST, UNIT 249	KIT CARSON	CO	80825	719-751-3150
BROWN, KENNETH T	BROWN TOOLS, LLC	6543 S BRENTWOOD WAY	LITTLETON	CO	80123	303-506-4061
CARDENAS, DEAN	DEANO'S TOOLS INC	4300 OAK ST	WHEAT RIDGE	CO	80033	303-507-8325
CHAVEZ, TYLER F	TSN TOOLS LLC	11161 W BRITTANY DR	LITTLETON	CO	80127	720-429-4321
DANGREMOND, EDWARD JACK	DANGREMOND, INC.	1650 SMOKERIDGE DR	COLORADO SPRINGS	CO	80919	719-339-7627
DAVID, MICHAEL A	TD SUPPLY COMPANY LLC	613 BLOSSOM FIELD RD	FOUNTAIN	CO	80817	719-216-6300
DIAZ, MARK C	TEAM DIAZ LLC	3578 EAST HARTSEL DR, UNIT 322	COLORADO SPRINGS	CO	80920	719-351-9186
DIAZ, TRENT A	TRENCO LLC	7183 FLOWERING ALMOND DRIVE	COLORADO SPRINGS	CO	80923	719-761-8601

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EILERS, GARY R	REBEL TOOLS AND EQUIPMENT L.L.C.	2044 STONEHENGE CIR	LAFAYETTE	CO	80026	303-915-4866
EILERS, TYLER B	LIBERTY TOOLS & EQUIPMENT LLC	639 MORRISON DR	FREDERICK	CO	80530	303-905-0315
EIRISH, WILLIAM A	S&B TOOLS LLC	1247 STONEY RIDGE DR	SILT	CO	81652	720-475-0323
EVANCICH, FRANK A	EVANCICH TOOLS LLC	4142 WEST QUINN PLACE	DENVER	CO	80236	720-666-8918
FISH, LEWIS D	FISH'S TOOLS, LLC	8561 S ESTES ST	LITTLETON	CO	80128	720-329-3523
FRANCHUK, JOHN FL	J & A INDUSTRIES, LLC	618 MESA VALLEY DR	GRAND JUNCTION	CO	81504	970-985-2184
GATES, DAKOTA C	DCG TOOLS LLC	6709 2ND ST	FREDERICK	CO	80530	307-460-1315
HARGROVE, JOHN WESTLEY	HARGROVE TOOLS INC.	1025 E BATES PKWY	ENGLEWOOD	CO	80113	720-334-1595
HAYES, WALTER JAMES	T & W TOOLS INC.	1201 S KLINE WAY	LAKEWOOD	CO	80232	303-550-3807
HOFF, JAMES E	J & J TOOLS, INC.	30350 COYOTE RUN CT	OAK CREEK	CO	80467	970-291-5189
HOOK, SCOTT M	HOOK TOOLS INC	906 PROVINCE RD	FORT COLLINS	CO	80525	970-222-2083
HORMBERG, JAMES ARTHUR	HORMBERG TOOLS INC	6977 CHESTNUT CT	PARKER	CO	80134	303-324-1863
HOWELL, DAVID E	S&D TOOLS	3276 BAYFIELD DR	LOVELAND	CO	80538	970-219-1748
HUBBARD, JOSHUA R	HUBBARD TOOLS INC.	295 HIGH MEADOWS LOOP	ELIZABETH	CO	80107	720-989-3773
JENSEN, MICHAEL S	MAK TOOLS, LLC	716 PHAY AVE	CANON CITY	CO	81212	719-431-2289
KINDALL, KEVIN E	KINDALL TOOLS INC.	18448 6415 CT	MONTROSE	CO	81403	970-596-0675
KING, ROBERT GILBERT	R&M KING INC	537 SPRINGWOOD CT	WINDSOR	CO	80550	970-222-1448
KOCH, STEVEN JAMES	KOCH TOOLS INC.	4886 COUNTY RD 23	FORT LUPTON	CO	80621	720-641-2408
KOENIG, DEREK A	TAAP LLC	1954 KESTREL CT	WINDSOR	CO	80550	970-381-4035
KUNZ, JONATHAN J	JC2 TOOLS, LLC	12435 HIGHWAY 392	GREELEY	CO	80631	970-692-1104
LEE, WILLIAM DEAN	BILL'S TOOL CONNECTION, INC.	3754 SWADLEY ST	WHEAT RIDGE	CO	80033	303-588-2151
LITHERLAND, CODY J	CTL TOOLS LLC	42872 VISTA RIDGE RD	PARKER	CO	80138	303-718-9157
MARTINO, STEPHEN J	S. MARTINO INC.	16793 FIREBRICK DR	PARKER	CO	80134	303-885-9500
MILLER, LARRY C	Miller Tools Inc.	842 SLICKROCK DR	MACK	CO	81525	970-216-0799
MINER, LUKE P	L.P. Miner tools LLC	3124 N STATE HIGHWAY 83	FRANKTOWN	CO	80116	303-518-4922
MORRIS, GREGG WINSLOW	G. MORRIS CORPORATION	1070 ROGERS ST	GOLDEN	CO	80401	303-210-4618
MYERS, SHAWN J	SC Industries, Inc.	340 STAGECOACH TRAIL	ELIZABETH	CO	80107	720-315-6592
NATION, JOSEPH J	JBN TOOLS INC.	46434 SUNSET VIEW WAY	PARKER	CO	80138	303-591-8000
NEWMAN, CORY R	TLTC DISTRIBUTING LLC	5320 COYOTE DR	FREDERICK	CO	80504	303-210-6223

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NOLTING, JEDIDIAH G	TOOL ADDICT LLC	2172 SUMAC ST	LONGMONT	CO	80501	303-709-9006
PALOMBO, BRIAN P	BP TOOLS LLC	2875 HUMBOLDT CIR	LONGMONT	CO	80503	303-775-0721
PARR, DUSTIN J	DP TOOLS, LLC	5351 COUNTY ROAD 4.9 SOUTH	ALAMOSA	CO	81101	719-580-4784
PAULEK, TYLER MICHAEL	PAULEK TOOLS, INC.	85 COUNTY RD 231	DURANGO	CO	81301	970-749-9560
PENDLETON, DEAN A	DKP TOOLS LLC	1416 WATERWOOD DR	WINDSOR	CO	80550	970-556-8715
PENNINGTON, GEORGE H	GP TOOLS LLC	PO BOX 1025	PALMER LAKE	CO	80133	719-237-8862
RENNER, JARED E	10 MILE TOOLS LLC	583 PACINO WAY	GRAND JUNCTION	CO	81501	970-773-6377
RONER, KENNETH R	RONER TOOLS, INC.	6358 INGALLS ST	ARVADA	CO	80003	720-339-7511
SHEEHY, JOHN P	JPS TOOLS INC	13720 BOSTON STREET	BRIGHTON	CO	80602	303-718-3709
SHUNK, JUSTIN T	RYDIN TOOLS LLC	723 ALTAIR DR	LONE TREE	CO	80124	720-318-6330
SMILEY, CALE R	HIGH COUNTRY TOOLS LLC	4723 COUNTY ROAD 22	KREMMLING	CO	80459	970-531-2506
STOCKMAN, RICHARD L *(Estate of)*	STOCKMAN TOOLS INC	PO BOX 786	SEDALIA	CO	80135	720-937-1577
SUNN, BARTON T	SUNN ENTERPRISES LLC	699 GLEN CARO DR	GRAND JUNCTION	CO	81506	970-216-3669
THOMAS, NICHOLAS J	THOMAS TOOLS, LLC	13255 BLUE GILL LN	PEYTON	CO	80831	719-460-6409
THOMSEN, DON ROBERT		4795 S HURON	ENGLEWOOD	CO	80110	303-888-2289
VANDEVUSSE, DOUGLAS EDWARD	DEVCO ENTERPRISES, INC.	6630 W 72ND DR	ARVADA	CO	80003	303-434-8665
VIEROW, STEVEN DUANE	VIEROW TOOLS AND EQUIPMENT	15580 BLAIR ST	STERLING	CO	80751	970-580-1997
VIETH, CHRISTOPHER T	BAM-BAM TOOLS LLC	9672 ADAMS ST	DENVER	CO	80229	303-908-6016
WELLS, CHRISTOPHER A	LCW LLC	6297 W ELMHURST DR	LITTLETON	CO	80128	303-905-2541
WELLS, KENNETH LEE	KEN TOOLS INC.	8056 LEE CT	ARVADA	CO	80005	303-809-6240
WESTMORELAND, GLENN W	WESTMORELAND TOOLS	5247 PEREGRINE RD	Dacono	CO	80514	303-501-4909
WINTER, CHRISTOPHER G	WHR TOOLS LLC	1585 E 96TH PL	THORNTON	CO	80229	720-560-4578
ALEXANDER, SHANE S (MA outlet)	S & Z TOOLS INC	117 COUNTY HOME RD	THOMPSON	CT	06277	860-428-2266
BAZZANO, MATTHEW J	MJB TOOLS, LLC	93 ROCKY DUNDEE RD	STAFFORD SPRINGS	CT	06076	860-490-3873
BESADE, STEPHEN A	STEPHEN BESADE & SONS, LLC	126 FOG PLAIN RD, PO BOX 771	WATERFORD	CT	06385	860-884-6007
BLAKELY, JOHN D (MA outlet)	JB TOOLS LLC	25 MARGUY LN	WEST SUFFIELD	CT	06093	860-836-5244
CAPOSSELA, DANIEL T	DC TOOLS LLC	201 COMMONS PARK S, UNIT 910	STAMFORD	CT	06902	914-447-6782

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CERRI, EDWARD A	EDWARD TOOLS, LLC	272 BABBS RD	WEST SUFFIELD	CT	06093	860-878-0647
CEULEMANS, MICHAEL L	PRO-MAX TOOL, LLC	62 ROBIN DR	BARKHAMSTED	CT	06063	860-205-2442
DEFILIO, MICHAEL J	MICHAEL DEFILIO SERVICES LLC	182 WALLINGFORD RD	CHESHIRE	CT	06410	203-376-6903
DROUIN, DUANE M		16 EGYPT RD, UNIT 2A	SOMERS	CT	06071	860-990-9691
DUBORD, RICHARD P	R. DUBORD TOOLS, LLC	104 TRIPP ROAD	ELLINGTON	CT	06029	860-205-7483
GREGOIRE, DAVID	DAVES TOOLS LLC	66 WAKELEE RD APT 12	WATERBURY	CT	06705	203-525-0845
HABER, LAWRENCE		226A GREAT PLAIN RD	DANBURY	CT	06811	203-948-9315
HOSMER, SEAN C	HOZCO TOOL, LLC	9 DEVONSHIRE DR	WATERFORD	CT	06385	860-912-6768
KOLKER, BRUCE	BK TOOLS LLC	30 HEARTWOOD LN	TRUMBULL	CT	06611	203-816-7486
LUGINBUHL, DEAN M	DEAN'S TOOLS, LLC	8 SCHOOL HOUSE RD	ELLINGTON	CT	06029	860-550-3937
LUGINBUHL, DEVIN A	DEVS TOOLS LLC	44 LOWER BUTCHER RD	ELLINGTON	CT	06029	860-422-5817
MARRA, JOSEPH A	MARRA TOOLS LLC	30 WIMBLEDON LN	EASTON	CT	06612	914-400-3567
MATSIKAS, DIMITRIOS K	TKM TOOLS LLC	8 WILLARD RD	SHELTON	CT	06484	203-895-9385
MCBRIDE, JAMES N (CT & MA outlets)	MCBRIDE & FAMILY LLC	214 WINDSORVILLE RD	ELLINGTON	CT	06029	860-558-4891
MOCOFAN, MARIUS	I TOOLS, LLC	262 CENTER RD	VERNON ROCKVILLE	CT	06066	860-930-5251
MOSER, JESSE L	Moser Enterprises LLC	104 SNIPSIC LAKE RD	ELLINGTON	CT	06029	860-324-4556
MOSES, PAUL		200 WHITBECK RD	NEW HARTFORD	CT	06057	860-416-3227
OBER, RYAN W (RI outlet)	ROTOOLS INC.	975 PROVIDENCE PIKE	DANIELSON	CT	06239	401-480-8831
ONEIL, ALEXANDER G	A.O. ENTERPRISES LLC	366 WEST STREET	BOLTON	CT	06043	860-997-8623
PERZAN, GREGORY M	GMP TOOLS LLC	61 WHITEWOOD RD	NEWINGTON	CT	06111	860-985-2765
RUSCZYK, STEPHEN J (MA outlet)	RUSCZYK ENTERPRISES LLC	495 BABBS RD	WEST SUFFIELD	CT	06093	860-558-7351
SCHIAVONE, ROBERT (NY outlet)		27 BRODWOOD DR	STAMFORD	CT	06902	914-522-4882
SCOVILLE, JAKE T	SCOV TOOLS, LLC	35 HODGE RD	MARLBOROUGH	CT	06447	860-338-3409
SEITZ, JAMES B	JKS TOOLS LLC	166 BRUSH HILL RD	OLD LYME	CT	06371	860-917-1362
SOTO, CHRISTOPHER C	EAC Enterprises LLC	3 ARROW MEADOW RD	NEWFAIRFIELD	CT	06812	845-416-0429
URCH, IAN J (MA outlets)	URCH ENTERPRISES LLC	312 N GRAND ST	WEST SUFFIELD	CT	06093	860-558-2312
VALESTRA, MICHAEL F	VALESTRA TOOLS LLC	232 MUNSON RD	WOLCOTT	CT	06716	203-415-6737

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VERNIC, FREDERICK C	FCV TOOL SUPPLY, LLC	86 CANDIDE LN	STORRS MANSFIELD	CT	06268	860-942-2151
WARREN, MATTHEW R	MRW TOOLS LLC	62 GRIFFIN RD	HAMPTON	CT	06247	860-786-8246
WATKINS, ADAM F	AW TOOLS, LLC	53 TAYLOR RD	COLCHESTER	CT	06415	860-304-2306
WESTDAL, EDWIN D		35 VALLEY VIEW DR	WINDSOR	CT	06095	860-922-5163
CANNAVO, BRIAN D	SODEL TOOLS, LLC	1342 MESIBOV RD	HOUSTON	DE	19954	302-632-1149
HETRICK, MATTHEW L		740 OLD SCHOOLHOUSE RD	MIDDLETOWN	DE	19709	302-354-1778
JONES, ALVIN R	DELMARVA TOOLS INC.	29890 AK LN	LAUREL	DE	19956	302-542-5296
REED, NICHOLAS V (PA outlet)	BUSTINNUTZ, LLC	711 W 21ST ST	WILMINGTON	DE	19802	610-809-2888
STEWART, CHARLES C (MD outlet)	STEWART TOOLS LLC	10016 SUNNYSIDE RD	BRIDGEVILLE	DE	19933	410-726-5632
WALCOTT, STEVEN D	STEVEN WALCOTT LLC	118 EMERALD RIDGE RD	BEAR	DE	19701	267-236-3309
ADDESSO, NIEL A	EXTREME TOOL SOLUTIONS, INC.	5802 PAPAYA DR	FORT PIERCE	FL	34982	772-979-6588
AHRENS, WILLIAM V	LDA TOOLS INC.	341 SE 14TH AVE	POMPANO BEACH	FL	33060	954-650-2433
ALVAREZ, ADOLFO J	ALVAREZ & SONS ENTERPRISES CORP.	16253 SW 78TH TER	DORAL	FL	33193	786-399-5774
ANDERSON, DANIEL L		4002 SE 14TH PL	OCALA	FL	34471	352-266-4480
ASHLEY, RAY A	AA TOOLS, LLC	6819 IMMOKALEE RD	KEYSTONE HEIGHTS	FL	32656	904-307-5481
ASHLEY, RAY AARON	LIFETIME TOOLS, INC.	6493 MAY TREE CT	JACKSONVILLE	FL	32258	904-563-3208
BACON, NORMAN HUDSON	TOOLS BY NORMAN, INC.	43212 HILLTOP LN	CALLAHAN	FL	32011	904-235-2305
BAKER, ROBERT W	BAKER TOOL COMPANY, LLC	1881 N FRAZIER TERR	HERNANDO	FL	34442	813-992-5117
BELL, SHAUN	TSD INVESTMENTS, INC.	5370 S UNIVERSITY DR, UNIT 636	DAVIE	FL	33328	954-610-8071
BRENNAN, JOSHUA L	J BRENNAN, INC	7705 KINARD RD	PLANT CITY	FL	33565	863-412-9568
BRIGGS, JOSHUA P	21ST CENTURY TOOLS, LLC	545 S KELLER RD, UNIT 1311	ORLANDO	FL	32810	954-268-7965
BURCH, MATTHEW J	BURCH TOOLS LLC	14024 CORRINE CIR	JACKSONVILLE	FL	32258	904-302-4608
BUSS, MICHAEL T	BUSS PRO TOOLS LLC	6702 BRIGHTON PARK DR	APOLLO BEACH	FL	33572	253-304-3219
BYRNES, JAMES E	ADVANTAGE WORKPLACE SERVICES INC	2804 WINNERS CIRCLE DR	NAVARRE	FL	32566	352-789-3193
CANNON, JOSHUA M	J C TOOLS LLC	2348 IVY AVE	FORT MYERS	FL	33907	239-887-5560

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CHASE, JEFFREY A	CHASINWAVES LLC	111 GRETCHEN AVE S	LEHIGH ACRES	FL	33973	239-633-2450
CHERR, JOSEPH JOHN	JJC TOOLS, LLC	14262 CHARTHOUSE CIR	NAPLES	FL	34114	239-253-7397
CHOLEWINSKI, KENNETH JOSEPH	KJC TOOLS AND EQUIPMENT, INC.	3803 MANATEE ST	ORLANDO	FL	32822	407-908-8014
CICORELLI, STEFANO	850 TOOLS LLC	281 BAY GROVE RD	FREEPORT	FL	32439	850-401-2952
COLON, HECTOR L	H C TOOLS, CORP.	12913 CAMBRIDGE AVE	TAMPA	FL	33624	813-294-6106
COMER, TRENTON A	COMER TOOLS, LLC	7824 W KNIGHTS GRIFFIN RD	PLANT CITY	FL	33565	813-659-7099
COMER, TRENTON A	COMER TOOLS IV, INC.	7824 W KNIGHTS GRIFFIN RD	PLANT CITY	FL	33565	813-659-7099
CONLEY, JEFFREY W		13771 SW 36TH CT	FORT LAUDERDALE	FL	33330	305-389-2338
CRON, JOSEPH A	JJTW ENTERPRISE, LLC	2822 WOODBRIDGE CROSSING CT	GREEN COVE SPRINGS	FL	32043	904-837-5039
CROZIER, CARLETON F	CARL'S TOOLS & EQUIPMENT LLC	311 SOUTHEAST 9TH COURT	POMPANO BEACH	FL	33060	954-295-9745
DEESE, JAMES K	KDS TOOLS, LLC	4503 RIVIERA DR	WINTER HAVEN	FL	33884	863-224-3221
DELPINO, JULIO	J & G TOOLS SUPPLY, CORP	9199 NW 117TH TER	HIALEAH GARDENS	FL	33018	786-253-4566
DELVALLE, GASPAR R	GINGER HORIZON INC	9812 NW 67TH CT	TAMARAC	FL	33321	954-610-2251
DENOFA, SCOTT MICHAEL	SCOPAM INCORPORATED	5730 OAKTON CT	SARASOTA	FL	34233	941-232-5904
DOKOUPIL, ROBBY J	TC TOOL SOLUTIONS, INC.	3233 OLEANDER AVE	FORT PIERCE	FL	34982	772-418-4437
DOMINGUEZ, NOEL	NOEL'S TOOLS AND MORE, LLC	2203 EVEREST PKWY	CAPE CORAL	FL	33904	305-710-1295
DOSSANTOS, CARLOS	CDS TOOLS L.L.C.	1365 E SEMORAN BLVD, UNIT 538	APOPKA	FL	32703	203-577-7916
DOWNIE, RUSSELL KENNEDY	RKD TOOLS, INC.	285 SOUTH MARCO WAY	SATELLITE BEACH	FL	32937	321-368-0002
DUNFEE, JASON T	DUNFEE WORLDWIDE LLC	2281 SOMERSET RIDGE DR, #202	LEHIGH ACRES	FL	33973	239-633-2448
EXUM, STEWART L	S & J TOOLS, LLC	1517A HERITAGE RD	FORT WALTON BEACH	FL	32547	334-790-6484
FAUST, SHAWN D	SDFAUST LLC	5333 ROYAL PLANTATION BLVD	PORT ORANGE	FL	32128	863-214-4611
FRANGOS, MICHAEL CHRISTOPHER	MF TOOLS, INC.	1547 ISLAND BREEZE POINT	FLEMING ISLAND	FL	32003	904-657-9193
GALBREATH, MICHAEL T	GALBREATH TOOLS, INC.	13920 ASHTON WAY	PANAMA CITY	FL	32409	850-226-9696
GALBREATH, TERRY F	TNT TOOLS, INC.	13927 ASHTON WAY	PANAMA CITY	FL	32409	850-258-3710

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
GALIANO, DANIEL	GALIANO TOOLS LLC	660 E 6TH PL	HIALEAH GARDENS	FL	33010	786-484-8309
GALVEZ, EULALIO	Eulalio Galvez Tools&Equip Inc	8240 SW 142 AVE	DORAL	FL	33183	786-306-0112
GARCIA, NELSON	HITEK TOOLS, INC.	13360 SW 78TH ST	DORAL	FL	33183	786-586-2344
GLACE, DERRICK P	DPGLACE TOOLS LLC	12349 WILLOWTREE CT	SPRING HILL	FL	34609	724-822-0251
GOMEZ, FERNANDO A	THE SOFLO TOOL GUY, INC.	22821 SW 88TH PL, UNIT 15	DORAL	FL	33190	786-229-0589
GONZALEZ, RAFAEL	EVERY TOOL, INC.	5500 SW 48TH ST	DAVIE	FL	33314	305-975-7627
GREGORY, KARL J	EXTREME TOOLS LLC	15690 OLD OLGA RD	ALVA	FL	33920	239-229-6646
GRISHAM, MATTHEW T	LMG COMPANIES, LLC	35514 FAIRVIEW HEIGHTS RD	ZEPHYRHILLS	FL	33541	352-206-7966
GROSZEK, ADAM M	GROSZEK ENTERPRISES INC.	1968 OLD DAYTONA RD	PORT ORANGE	FL	32128	321-246-6300
GUENTHER, JAY R	JRG TOOLS LLC	1209 12TH CT	PALM BEACH GARDENS	FL	33410	561-291-4672
GUEVARA, JESUS	JELMA CAPITAL, LLC	8520 SW 181 ST	PALMETTO BAY	FL	33157	305-298-3360
GUIDRY, GLENN A	PALMETTO TOOLS INC.	8294 COLLINS ROAD	JACKSONVILLE	FL	32244	904-742-5156
HOLME, CHRISTIAN P	CHRIS HOLME TOOLS INC	15611 77TH TRAIL NORTH	PALM BEACH GARDENS	FL	33418	772-260-1531
HROBAK, ROBERT		999 WEST STORY RD	WINTER GARDEN	FL	34787	407-765-1971
HURT, CODY J	HURTZ TOOLS INC.	4617 CHAMBLISS RD	WINTER HAVEN	FL	33884	863-224-6303
ISAKOV, MIKHAIL P	MPI TOOLS LLC	2328 ALLSUP TER	NORTH PORT	FL	34286	941-735-1910
ISAKOV, VLADIMIR P	VISA TOOLS LLC	2315 ALLEGHANY LN	NORTH PORT	FL	34286	941-323-5526
JAWORSKI, EDWARD C	ED JAWORSKI LLC	18 KELLY ANN ST	CRAWFORDVILLE	FL	32327	850-524-1349
KRAUSS, MARVIN C	TEN10 TOOL SOLUTIONS, LLC	140 SPOONHOUR DR	CASSELBERRY	FL	32707	407-480-9100
LAMM, KENNETH L	KTL TOOLS LLC	12989 RAILROAD ST	LIVE OAK	FL	32060	850-694-0963
LANCASTER, ANNE M	MUJER DE ACERO INC.	5400 10TH STREET N	SAINT PETERSBURG	FL	33703	813-541-8571
LAUGHREY, PATRICK M	PREFERRED AUTOMOTIVE TOOL SOLUTIONS, INC.	1350 DARBY RD	SARASOTA	FL	34240	941-914-0295
LAWRENCE, DALE M	T & D TOOLS INC.	2082 HARLEY LN	LAKELAND	FL	33811	863-698-2429
LAWYER, RYAN A	TINSON TOOLS LLC	4736 MEADOWN DR	ST CLOUD	FL	34772	321-334-7404

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LAZEAR, DAVID N	HOLLAND TOOLS INC	5005 RANCHLAND RD	MELBOURNE	FL	32934	321-313-4850
LEAGUE, TERRY K	FLAT BLACK L.L.C	3802 32ND ST WEST	BRADENTON	FL	34205	813-625-1495
LEONARDO, BRIAN S	B.L. TOOL SALES, LLC	26729 HICKORY LOOP	LUTZ	FL	33559	813-956-2408
LEWIS, WILLIAM B	BILLYS TOOL TRUCK, INC.	4411 SIDEWINDER TRL	MIDDLEBURG	FL	32068	904-616-0382
LIBRETTI, JOHN L	LIBRETTI TRANSPORTATION, INC.	13605 ADMIRAL CT	FORT MYERS	FL	33912	239-565-9972
LONG, ALBERT C	AL'S TOOLS OF DAYTONA BEACH, INC.	1882 BAYPORT ST	DELTONA	FL	32738	386-804-2545
LOPEZ, TOMAS F	TOMAS LOPEZ AUTHERIZED DEALER, L.L.C.	5510 KELLY RD	PLANT CITY	FL	33565	813-967-6256
MALLORY, JOSHUA B	MALLORY TOOLS INC.	3014 11TH ST SW	LEHIGH ACRES	FL	33976	239-872-4179
MANGONI, CARL A	C. MANGONI TOOL SALES, INC.	5793 120TH AVE NORTH	WEST PALM BEACH	FL	33411	954-709-4555
MARSZAL, RICHARD J	MARSZAL, INC	6006 FIVE ACRE RD	PLANT CITY	FL	33565	863-698-2361
MARTIN, JOSHUA T	RENEGADE REPAIRS, INC.	36 LAGOON ST N	NORTH FORT MYERS	FL	33903	239-691-1261
MARTINEZ, ALBERTO	TOOLS FOR PROS LLC	4863 NW 116TH AVE	DORAL	FL	33178	786-557-0082
MATEO, LUIS J	5 STAR EXECUTIVE GROUP LLC	11540 SW 125TH ST	DORAL	FL	33176	305-304-8161
MCCANN, THOMAS H	N T M TOOLS LLC	7701 46TH STREET NORTH	PINELLAS PARK	FL	33781	727-639-1000
MCCARLEY, BRYAN J	MCCARLEY TOOL, INC.	24835 NW 203RD AVE	HIGH SPRINGS	FL	32643	352-283-9540
MCCRAY, WILLIAM JEAN PATRICK	EASTSIDE MOBILE TOOLS, LLC	11909 STEEDS RUN	TALLAHASSEE	FL	32317	850-545-8713
MCQUARRIE, BRYAN J	BRYAN'S TOOL LLC	1298 CAMPO AVE NW	PALM BAY	FL	32907	321-514-0245
MERRICK, MARK A	MERRICK TOOL SUPPLY, LLC	6955 MAVERICK TRAIL	SAINT CLOUD	FL	34771	407-376-1689
MORRIS, BRANDON C	MORRIS TOOL SALES INC	7815 LAGO MIST WAY	WESLEY CHAPEL	FL	33545	727-809-2772
MORTENSEN, DAVID F	DAVID MORTENSEN TOOLS, LLC	17146 EAGLE LN	LUTZ	FL	33558	813-601-6989
MYERS, JOHN T	Myers Tools, INC.	5177 AVOCADO BLVD	WEST PALM BEACH	FL	33411	561-685-8224
OLSON, BRANDON K	BEARDED WARRIOR PRO TOOLS LLC	6702 BRIGHTON PARK DR	APOLLO BEACH	FL	33572	813-727-9372
ORTEGA, ROLANDO J		14980 DURHAM LN	DAVIE	FL	33331	305-300-4347
ORTIZ, JOSE A	PREMIERE SHOP SOLUTIONS, LLC	1400 EUDORA RD, APT G68	MOUNT DORA	FL	32757	321-261-1777

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PEARSON, KINSMAN P	SNAPTWOIT, INC.	5444 ROWE TR	PACE	FL	32571	850-232-8187
PEREZ, JAIME CANDIDO	PEREZ TOOLS, INC.	24216 NW 94TH AVE	ALACHUA	FL	32615	352-682-5094
PEREZ, ULISES	U-TOOLS INC.	8918 W FLAGLER ST, SUITE 3	DORAL	FL	33174	305-606-6993
PHELPS, PAUL M	PERFORMANCE TOOL GROUP INC	114 LAKE MARIAM WAY	WINTER HAVEN	FL	33884	863-224-1890
PITTS, EVAN T	PITTCREW TOOLS, LLC	1412 PALMER ST	JACKSONVILLE	FL	32233	904-676-0256
PRIESTER, CHACE WILLIAM	CHACE INDUSTRIES, LLC	2848 TREMONT DR	EUSTIS	FL	32726	352-888-0097
QUIMBY, DALE MICHAEL	DALE M. QUIMBY, JR INC.	5061 SW 29TH WAY	FORT LAUDERDALE	FL	33312	754-244-9925
QUIMBY, DALE P	DALE QUIMBY ENTERPRISES, INC.	6720 SW 56TH CT	FORT LAUDERDALE	FL	33314	954-258-6002
QUIMBY, SCOTT	D. AND S. QUIMBY ENT LLC	1265 NW 90TH TER	PEMBROKE PINES	FL	33024	954-552-1342
RAMADAN, HAIDAR K		3441 SW BOBALINK WAY	PALM CITY	FL	34990	561-252-0111
RITTER, JOHN T	JTR TOOLS, INC.	292 MARLBERRY CIRCLE	JUPITER	FL	33458	352-345-3166
ROGERO, ROBERT A		93 FLEMINGWOOD LN	PALM COAST	FL	32137	954-295-8879
ROPERTO, CESAR E	TEAM ROPERTO, INC.	1682 LONG HORN RD	MIDDLEBURG	FL	32068	904-891-3690
RYDER, BRIAN J		12001 N W 27 ST	FORT LAUDERDALE	FL	33323	954-830-0967
RYNCARZ, KYLE A	KAR TOOLS, INC.	6906 ALISO AVE, SUITE 22	WEST PALM BEACH	FL	33413	561-396-5333
SANCHEZ, JAVIER	J SANCHEZ DISTRIBUTORS CORP.	60 W 56TH ST	HIALEAH	FL	33012	786-390-7527
SCHAUB, PAUL	PAULS TOOL TRUCK INC	1813 BRENTWOOD DR	CLEARWATER	FL	33764	727-512-2120
SCHROEDER, CLINT A	CR TOOLS, LLC	4840 CITRUS OAK LN	SAINT CLOUD	FL	34771	407-676-9145
SEDBERRY, MARCUS J	S & B DISTRIBUTION LLC	219 MORNING CREEK CIR	APOPKA	FL	32712	407-455-2476
SEGUIN, MICHEL G	MIKES PREMIER TOOLS LLC	2445 GLENANN DR	CLEARWATER	FL	33764	207-313-0676
SHERRILL, STEVEN C	S.O.S. TOOLS LLC	165 MALTBY ST	PORT CHARLOTTE	FL	33953	941-894-8247
SIMMONS, CLINTON G	CLINT SIMMONS ENTERPRISES, LLC	2979 SW BRIGHTON WAY	PALM CITY	FL	34990	772-485-9622
SIMPSON, IAN M	KIWI TOOL TRUCK LLC	925 HIGHWAY A1A, UNIT 601	SATELLITE BEACH	FL	32937	321-831-8909
SMITH, RICK LYNN	RICK'S SALES AND SERVICE LLC	138 B NORTH ONE DR	SAINT AUGUSTINE	FL	32095	904-669-0457
SURO, HECTOR A	HAS LOGISTICS, LLC	1191 MEADOWBROOK RD NE	PALM BAY	FL	32905	954-599-1230

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SWITZER, TODD MICHAEL	CAMDEN'S DADDY'S TOOLS, INC.	86 KEY HAVEN RD	KEY WEST	FL	33040	305-587-2759
TEEGARDIN, JACK R	J.R. Teegardin, Inc.	12200 NW 1ST ST	CORAL SPRINGS	FL	33071	954-850-3422
TEJADA, JOSE R	JT'S TOOLS ON WHEELS LLC	11917 49TH ST N	WEST PALM BEACH	FL	33411	305-345-9629
THORNTON, JOHN T	THORNTON TOOL LLC	495 RIOLA PL	PENSACOLA	FL	32506	850-776-1343
TOLEDO, ELIER	NEEO ENTERPRISES, INC.	1716 CARAMBOLA RD	WEST PALM BEACH	FL	33406	561-386-6677
VALENCIA, JOSE A	HABILIS INDUSTRIES INC.	1057 SIRUS TRL	SARASOTA	FL	34232	727-253-0659
VARGAS, ALVARO M	DOMINICA TOOLS AND EQUIPMENT INC.	11561 SW 121ST AVE	DORAL	FL	33186	305-582-8920
VECIN, MANUEL J	TOOL FORCE LLC	5715 NW 112TH TERR	HIALEAH	FL	33012	786-514-4967
VERNON, ALEC MD	AV COASTAL ENTERPRISES, INC.	860 TUCKER LN	COCOA	FL	32926	321-298-2807
WADE, RANDY D	ANCHOR + CHAIN LLC	900 ADAMS ST	HOLLYWOOD	FL	33019	804-615-1812
WALLACE, ROBERT N	ROBERT'S TOOL CO., LLC	145 JAMES JACKSON RD	HAVANA	FL	32333	850-510-9017
WESTBERRY, KRAIG PATRICK	KNW TOOLS LLC	3603 FAIRWAY RD	SEBRING	FL	33872	863-441-3566
WILKINS, JERRY T	WILKINS TOOLS INC	20 CHARLESTON SQUARE	ORMOND BEACH	FL	32174	386-527-8230
WILLIAMS, ERIC J	ERIC WILLIAMS ENTERPRISES, INC	6394 POMPANO ST	JUPITER	FL	33458	561-723-0032
WINN, CHRISTOPHER M	CWINN INC.	122 BRIDGE OAK LN	SAINT AUGUSTINE	FL	32095	678-313-0905
WOOD, JACK MCCLAIN	JACK'S TOOL TRUCK, INC.	3022 SAVONA CT	JACKSONVILLE	FL	32246	904-333-6022
YAKOS, JOHN B	JML YAKOS, LLC	1289 BEACON CIR	WELLINGTON	FL	33414	561-603-5133
YANULAKIS, KIKI	KY TOOLS INC	2750 NW 105TH LN	SUNRISE	FL	33322	305-986-4633
YARTER, CHAD S	SOUTHEAST FLORIDA TOOLS INC.	5812 CAMPINA PL	PALMETTO	FL	34221	518-396-8800
AMBROSE, JEFFREY A	AMBROSE TOOLS, LLC	6755 SCOTTSFIELD TRCE	CUMMING	GA	30028	770-876-4428
ANDERSEN, JUSTIN W	HARPER TOOLS, INC	435 LINWOOD DR	DEMOREST	GA	30535	706-968-0713
ARNOLD, KENNETH B	ARNOLD TOOLS, INC.	678 S 6TH STREET EXT	MILNER	GA	30257	678-793-3489
BALES, RUSSELL H	RUSS BALES TOOLS LLC	3318 RISING FAWN TRAIL	SUWANEE	GA	30024	404-314-6300
BAXTER, WILLIAM D	DALLAS TOOL COMPANY, INC	235 NATURE PATH	DALLAS	GA	30132	404-925-0870
BELASKI, JOHN J	BELASKI ENTERPRISES , LLC	305 CHAMPION DR	CARROLLTON	GA	30116	770-328-2514
BETANCOURT, GERMAN A	GAB TOOLS, INC.	1553 DELIA DR	DECATUR	GA	30033	770-900-6476

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BOWSER, DONALD L	Bowser'sTools, Inc.	2876 PATTON RD	GRIFFIN	GA	30224	770-845-6297
CARLIER, THOMAS GEORGE	CARLIER ENTERPRISES, INC.	160 WESTCHESTER WAY	ALPHARETTA	GA	30005	404-660-3631
CARR, TIMOTHY M	T.M.C TOOLS CORP	1764 ADAIR MILL RD	CLEVELAND	GA	30528	706-878-7536
CHAPMAN, NAOMI D	CHAPMAN TECH SERVICES LLC	308 PARADISE DR	SAVANNAH	GA	31406	912-492-2393
CHAVEZ, JOSEPH E	ROME TOOLS LLC	24 PALMER DR NW	ROME	GA	30165	310-721-0110
CHI, JOSHUA S	GOODDUDESTOOLS, INC.	8920 VANNS TAVERN RD	GAINESVILLE	GA	30506	240-441-2921
CHRIST, ANTHONY P	APC Tool Pro L.L.C.	328 HICKORY NUT DR	CANTON	GA	30114	678-371-3675
CLARK, BRUCE A	Clark Mobile Tools LLC	4442 ALPINE CT	SNELLVILLE	GA	30039	678-925-5712
DARNELL, JAMES E (TN outlet)	JD TOOLS LLC	115 LIVE OAK RD	RINGGOLD	GA	30736	762-887-3232
DAVIS, JOHN G	SPARK PLUG TOOLS LLC	3108 UNION CHURCH RD	FORT VALLEY	GA	31030	678-294-4317
DAVIS, JOHN WILLIAM	JR. DAVIS TOOLS, LLC	315 ADAMS RD	FAYETTEVILLE	GA	30215	678-614-6781
DEBOER, COREY B	CBD TOOLS LLC	5203 PARK VALE DR	SUGAR HILL	GA	30518	404-852-4766
DEWEY, SCOTT D	SCOTT D. DEWEY, INCORPORATED	4058 RIDGE ROAD	BUFORD	GA	30519	706-870-9555
DUNCAN, BARRY T	DUNCAN TOOL DISTRIBUTORS LLC	2752 MACLAND RD	DALLAS	GA	30157	770-713-5661
DYKES, THOMAS D	DYKES FAMILY TOOLS LLC.	164 ED ETHERIDGE RD	GRAY	GA	31032	478-319-4784
EASTMAN, DAVID A		5576 HARLEM GROVETOWN RD	GROVETOWN	GA	30813	706-399-1017
ENDICOTT, STEVE C	S.J., INC.	240 CHAFFIN RIDGE TRACE	ROSWELL	GA	30075	770-378-8150
FELLOWS, CHARLES J	J & T FAMILY TOOLS, INC.	2193 GEORGE BUSH LN	JEFFERSON	GA	30549	678-699-3007
FELLOWS, MICHAEL J	MJ TOOLS, INC.	2002 DUNCANS MILL RD	JEFFERSON	GA	30549	770-296-1081
FOWLER, JAMES L	J&L TOOLS LLC	1025 PACE RD	HIRAM	GA	30141	678-543-5256
FULLEDA, BERNARDO	BNA TOOLS, LLC	284 LANGFORD DR	NORCROSS	GA	30071	678-907-2376
GASKINS, BOBBY A	GASKINS TOOLS, LLC	9489 OLD VALDOSTA RD	NASHVILLE	GA	31639	229-237-1602
GILBERT, LUKE ANTHONY	LUKE A. GILBERT, INC.	392 PALMETTO RD	TYRONE	GA	30290	678-878-0271
GLOEKLER, WILLIAM DAVID	BG TOOLS LLC	1701 NORTH OLA RD	MCDONOUGH	GA	30252	678-409-8432
GRANT, KENNETH L	KG TOOLS, LLC	122 PLUM ST	TY TY	GA	31795	229-848-6944
GRIGGS, SHANNON O	SHANNON TOOLS & EQUIPMENT, LLC	1133 MOBLEY WALK CT	COLUMBUS	GA	31904	706-681-0660
HAGAN, GREGORY DEAN		3027 POWELL PLACE	STATESBORO	GA	30458	912-682-2066
HALL, WILLIAM JOSEPH	BILL'S EPIC PROFESSIONAL TOOLS LLC	2906 PENNBROKE DR	VALDOSTA	GA	31605	229-251-7509
HAMM, TYLER J	TJH TOOLS LLC	190 SMOAK FIELD RD	GRIFFIN	GA	30223	678-588-2974

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INGLE, ADAM J		51 DOGWOOD CIR	CHATSWORTH	GA	30705	706-280-8463
JOHNSA, BRENT A	B A JOHNSA ENTERPRISES, LLC	370 TRESTLE RD	LOCUST GROVE	GA	30248	678-409-1711
JOHNSON, DANIEL C	D.E.O ENTERPRISES LLC	154 HARDY RD	BROOKS	GA	30205	678-787-5522
JORDAN, JEBEDIAH S	SOUTH GA TOOL SALES, LLC	591 TYSON RD	DOUGLAS	GA	31535	912-381-6348
JORDAN, MICHAEL G	MICHAEL JORDAN MMMS, LLC	102 MICHELLES WAY	ACWORTH	GA	30102	706-442-8855
KLESSIG, KYLE J	2K TOOLS LLC	243 WINDSOR DR	LAWRENCEVILLE	GA	30044	262-689-0467
LEWIS, JJ (TN outlet)	DOUBLE J TOOL SALES LLC	92 FOSTER LANE	RINGGOLD	GA	30736	423-667-5902
LOWE, VIRGIL SCOTT	SCOTT LOWE ENTERPRISE, LLC	1260 FIELDS CHAPEL RD	CANTON	GA	30114	770-403-6656
MACBRIDE, GUY DAVID	GUYS EQUIPMENT, LLC	104 HUCKLEBERRY RIDGE RD	BLOOMINGDALE	GA	31302	912-663-1030
MARTIN, DARRELL J	MARTIN TOOLS LLC	9193 HWY 382 W	ELLIJAY	GA	30540	770-272-3429
MAXWELL, JAMES ALAN (FL & GA outlets)	ALAN MAXWELL TOOLS LLC	178 BARBER SHOP RD	CLIMAX	GA	39834	229-393-5245
MCCULLOUGH, ZACHARY L	Z & A MOBILE TOOL SOURCE LLC	112 GRANITE SPRINGS DR	JACKSON	GA	30233	678-249-5177
NORMAN, MARK V	MVN ENTERPRISES, LLC	160 LAUREL DR	ATHENS	GA	30606	706-201-9064
PENAMAGLIONI, FRELIN H	B & A TOOLS LLC	621 SIMMONS MINE CIR	SUGAR HILL	GA	30518	404-376-2881
PEREZ, JOSE I	LAUIGNA TOOLS, INC.	3564 CREEK HOLLOW	BUFORD	GA	30519	770-377-9643
PHILLIPS, ROBERT A	TSMJ PHILLIPS TOOL COMPANY LLC	2533 GREENFIELD LN	MONROE	GA	30655	678-982-3116
PODESZWA, GIANCARLO	FREEDOM FARMS INC	2225 MOUNTAIN CREEK CHURCH RD	MONROE	GA	30656	678-477-3131
POWERS, BRANDON J	BRANDON J. POWERS, INC.	1299 PEA RIDGE RD	FRANKLIN	GA	30217	678-468-2066
PRICE, PATRICK VONNE	PRICE TOOLS LLC	3215 GILPIN RD NE	THOMSON	GA	30824	706-214-1018
RAMIREZ, MALUIN	JUISLE TOOLS, INC.	1692 DACULA OAKS TRAIL	DACULA	GA	30019	678-517-0310
RIX, JIMMIE LEE	RIX AND ASSOCIATES, INC.	178 HORSESHOE CIR	AMERICUS	GA	31719	229-331-2519
RODRIGUEZ, SAMUEL	90 MILE TOOLS, INC.	4651 LEADER LN	DULUTH	GA	30096	404-518-7029
SCHARLATT, PETER ERICK	PS PERFORMANCE TOOLS LLC	450 BARRINGTON DR WEST	ROSWELL	GA	30076	404-428-3305
SCHWARZ, JOHN R	SCHWARZ TOOLS LLC	1376 CLAY RD	MONTICELLO	GA	31064	770-560-0497
SHATZEN, KYLE M	EMAX TOOL COMPANY, INC.	620 QUILLIAN AVE	DECATUR	GA	30032	678-799-4519
SHINAULT, MARC J (SC outlet)	SHINAULT ENTERPRISES, LLC	4005 BROWN HURST RD	HEPHZIBAH	GA	30815	706-305-0162
SMITH, JORDAN M	SMITH AND SONS ENTERPRISES LLC	4349 MACEDONIA RD	POWDER SPRINGS	GA	30127	770-286-6729

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SPINKS, DOUGLAS H (SC outlet)	NATIONAL TOOLS, LLC	204 PARTRIDGE CT	RINCON	GA	31326	912-484-2382
STENDER, HAROLD K	STENDER TOOLS AND EQUIPMENT LLC	172 WALKING STICK DR	ELLERSLIE	GA	31807	706-617-4187
STILLWAGON, ANDREW BRYAN	ANDY STILLWAGON LLC	319 RIVER RIDGE RD	BRUNSWICK	GA	31523	912-269-5056
STROMAN, DONDALE E	NAMORTS HOLDINGS LLC	42 OTIS ST	TEMPLE	GA	30179	706-496-5842
THOMAS, ADAM D	AT TOOL COMPANY LLC	1711 MONTICELLO HWY	GRAY	GA	31032	478-258-3158
THOMAS, JAMES F	MGT TOOLS INC	3685 ROLLING CREEK DR	BUFORD	GA	30519	404-556-1233
THOMPSON, RICKY LEWIS	Thompson Tools LLC	28 DEER RUN TRACE	SWAINSBORO	GA	30401	478-455-4067
TODD, KEITH CALHOUN	TODD TOOLS & EQUIPMENT LLC	PO BOX 2224	DALTON	GA	30722	706-217-8675
TOLBERT, JACK R	Old School Tech LLC	735 DEER ROAD	ELLAVILLE	GA	31806	229-815-8520
TOURNEAR, SHAWN M	TNT Enterprises of Georgia Inc	616 ARROW WOOD DR	WALESKA	GA	30183	217-621-6562
TROWELL, JOSEPH HENRY	J & T TOOLS, LLC	1668 GEORGE DEEN RD	BROXTON	GA	31519	912-389-2936
VALDES, ALEJANDRO	VIVA TOOLS INC	181 BLEDSOE FARM RD	WILLIAMSON	GA	30292	770-685-5002
VURDELJA, VANJA	LVV TOOLS, INC.	5599 TRACE VIEWS DR	NORCROSS	GA	30071	404-405-7867
WALKER, RONALD K (AL outlet)	RKW TOOLS, LLC	133 WATKINS LAKE WAY	BUENA VISTA	GA	31803	706-888-0389
WALKER, STEVEN H	WALKER TOOL WORKS, LLC	207 ELMBROOK LN	CANTON	GA	30114	770-265-7539
WAMSLEY, BRYAN LEE (TN outlet)	TOOL TIME TOOLS, LLC	335 ARBOUR WOOD CIR	RINGGOLD	GA	30736	706-639-7262
WILES, MARTY		100 NATURES PATH	TYRONE	GA	30290	770-502-6548
WILSON, JAMES G	GLENN WILSON, LLC	102 SADDLE RUN CT	FORSYTH	GA	31029	678-300-0765
WILSON, PERRY BB	ACE ENTERPRISES LLC	4790 JERSEY-WALNUT GROVE ROAD	COVINGTON	GA	30014	770-652-1363
YOUNG, SETH W	YOUNG TOOL SOLUTIONS, LLC	1216 MONTGOMERY RD	TENNILLE	GA	31089	478-232-6104
AYAU, KIMO K	KIMO AYAU LLC	870 PUEO DR	KULA	HI	96790	808-344-2725
BAKER, CARLA W	C & G EQUIPMENT LLC	4106A KAWILI ST	LIHUE	HI	96766	808-245-8140
BEN, ROBERT C	ROBERT BEN LLC	45-312 KENELA ST	KANEOHE	HI	96744	808-421-7580
BHACHU, JATENDER S	J S BHACHU TOOLS LLC	98-452 KILINOE ST, UNIT 807	AIEA	HI	96701	510-456-8033
BUTAY, BERNARD S	B.S. BUTAY, INC.	16-2108 PARADISE DR	PAHOA	HI	96778	808-960-6816
CHANG, ART		73-986 AHIKAWA ST	KAILUA KONA	HI	96740	808-936-1911

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FUKUOKA, GERALD MASAO	GERALD M. FUKUOKA FRANCHISEE LLC	46 ILI KUPONO ST	WAILUKU	HI	96793	808-344-4186
MIYASHIRO, ROSS K	ROSS K MIYASHIRO, INC.	95-1001 KUALAPA ST	MILILANI	HI	96789	808-220-0559
SCHNABLEGGER, JOSEPH S	JOSORO LLC	94-285 PUPUOLE ST, UNIT A	WAIPAHU	HI	96797	808-382-5379
TAJIMA, RANDALL	RT TOOLS, LLC	42 101 ALEKA PL	KAILUA KONA	HI	96734	808-226-0190
WATANABE, TRACY	TRDW TOOLS, INC.	94-1021 LUMIHOAHU ST	WAIPAHU	HI	96797	808-368-5204
BARKER, THOMAS M	TMB TOOLS, LLC	10983 150TH ST	DAVENPORT	IA	52804	563-370-0589
BEHRENS, DOUGLAS WILLIAM	BEHRENS TOOLS, INC.	1501 S MAGNOLIA STREET	SIOUX CITY	IA	51106	712-259-2236
BUCKLIN, JOEL T	JOEL T BUCKLIN INC.	8782 HIGHWAY F48 WEST	COLFAX	IA	50054	515-249-2503
BYERS, STEVEN L	S & L TOOLS, LLC	7929 NIXON ST	INDIANOLA	IA	50125	515-210-5760
CARSWELL, MICHAEL B	IOWA ESSENTIAL TOOLS, LLC	627 W 1ST ST	MADRID	IA	50156	515-460-6738
ENGLER, JOHN F	ENGLER ENTERPRISES, LLC.	1215 B AVE	VINTON	IA	52349	319-899-0781
FLICK, TERRY M	TERRY'S TOOL SALES, LLC	2326 340TH ST	OSAGE	IA	50461	515-238-4558
FRANKLIN, JEFFREY R	JL TOOLS, LLC	3103 SOUTHWEST SNYDER BLVD	ANKENY	IA	50023	515-249-7609
GROVE, KELLY E	80/35 TOOLS INC.	2013 NE 126TH AVE	ALLEMAN	IA	50007	515-250-2161
HAMMOND, LEE A		3271 HWY D65	DYSART	IA	52224	563-608-3593
HAVERKAMP, THOMAS MARTIN		715 E BLOOMINGTON ST	IOWA CITY	IA	52245	319-330-0801
HAYES, PATRICK E	HAYES FAMILY INC.	423 W CLARK ST	CLARINDA	IA	51632	712-621-5361
HLAS, LARRY DAVID		1956 70TH ST	VAN HORNE	IA	52346	319-560-2629
HOFFMANN, RICHARD R		1896 SAINT JOSEPH ST	DUBUQUE	IA	52003	563-590-5627
HURLBURT, CHRISTOPHER L	HURLBURT TOOLS, LLC	116 2ND AVE	SIBLEY	IA	51249	712-461-0102
JENKINS, MARVIN JAMES		6613 HWY F48 W	NEWTON	IA	50208	641-840-1207
JONES, SCOTT E	SE JONES INDUSTRIES, INC.	1926 VINE AVE	MARSHALLTOWN	IA	50158	641-751-0029
KAY, PHILIP R	PHIL'S TOOL SALES, LLC	2210 ASPEN AVE	WAVERLY	IA	50677	641-330-3617
KLEIN, JUSTIN L	J K TOOLS, L.L.C.	1203 WASHINGTON ST	LINEVILLE	IA	50147	641-344-5515
LINK, RICHARD L	Link Enterprises, LLC	227 MARION DR, SUITE 1	IOWA FALLS	IA	50126	641-691-2780
MCDYER, DAVID P (IA & MN outlets)	MCDYER TOOLS, L.L.C.	1543 OLIVE AVE	SIBLEY	IA	51249	507-329-0102
MEGRATH, PAUL EDWARD	MEGRATH ENTERPRISES, INC.	2273 GLASGOW RD	FAIRFIELD	IA	52556	641-919-4664

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MORRISEY, BRIAN C (IA & IL outlets)	MORRISEY TOOLS LLC	5137 HAMILTON CT	DAVENPORT	IA	52807	309-314-5498
NUSS, BRIAN M	NUSS TOOLS INC.	4017 1ST ST	DES MOINES	IA	50313	515-975-1627
PURVIS, VICTOR J (NE outlet)	PURVIS SOLUTIONS, LLC	58725 289TH ST	MALVERN	IA	51551	760-799-4870
RITTER, COREY A	RITTER ENDEAVORS INC.	9051 207TH AVE	ANAMOSA	IA	52205	319-521-3182
ROHE, DONALD GLENN		117 E 13TH ST	CARROLL	IA	51401	712-830-2992
SALATI, MICHAEL J	CENTRAL IOWA TOOL SALES, L.L.C.	140 W 9TH ST	BOONE	IA	50036	515-298-1333
SCHINDLER, JACOB A	S & S TOOLS, L.L.C.	18724 CONCORD AVE	AKRON	IA	51001	712-540-0591
SCHLEMME, CHRISTOPHER B	SCHLEMME TOOL SALES, L.L.C.	912 8TH AVE SE	CASCADE	IA	52033	563-581-4081
SCHMIDT, RYAN J	TWIN RIVER TOOL COMPANY LLC	1076 LINCOLN AVE	BODE	IA	50519	515-835-8856
SCHMIT, JOHN EMMET	JOHN'S TOOL SALES, L.L.C.	102 E AUSTIN ST	ROCKWELL CITY	IA	50579	712-299-1205
SHARON, MARIAH S	M & J TOOL SALES LLC	2490 INDIGO AVE	MARBLE ROCK	IA	50653	641-426-6829
SHOLLENBARGER, TONY RAYMOND	TONY'S TOOL SALES, LLC	2503 7 MILE RD	CHARLES CITY	IA	50616	641-330-9192
SORENSEN, THEADOR ALAN		2675 205TH ST	NEW HAMPTON	IA	50659	319-240-6154
STUCHEL, MARK DAVID	MARK D. STUCHEL INC.	21389 360TH ST	EARLHAM	IA	50072	515-577-0993
THOMPSON, TRENT C	TRENT THOMPSON, INC.	19461 CLEVELAND PL	CARLISLE	IA	50047	515-689-0048
WHITE, LARRY A		3961 240TH ST	ESTHERVILLE	IA	51334	712-330-7730
WILLIAMS, ZACHARY L	WILLIAMS TOOLS LLC	106 MIELKE WAY	COUNCIL BLUFFS	IA	51503	712-310-4954
WOODS, ELLEN M	WOODS FAMILY TOOL SALES, LLC	5014 SWEET WATER CIR	WATERLOO	IA	50701	319-240-4067
AUFDERHEIDE, CHASE L	C&S TOOL COMPANY LLC	1244 W WHEAT ST	KUNA	ID	83634	208-308-3024
BARON, KOLBY L	KB TOOLS, LLC	4662 E LADINO DR	IDAHO FALLS	ID	83401	208-339-4629
BARRA, MICHAEL D	MJW ENTERPRISE LLC	11300 W STREAMVIEW CT	STAR	ID	83669	208-982-0776
BOYER, EARL L	EB TOOLS LLC	5087 INDEPENDENCE AVE	POCATELLO	ID	83202	208-252-2511
COLTER, ZACHARY D	PB TOOL SOLUTIONS LLC	2601 QUAKING CT	CALDWELL	ID	83607	503-507-4124
CONNELL, SCOTT K	TOP OF THE LINE TOOLS, LLC	315 FAFNIR DR	KIMBERLY	ID	83341	208-731-5419
EGERSDORF, STEVEN C	TOOL MONKEY L.L.C.	466 WISEMAN ST	HANSEN	ID	83334	208-749-7166
GARSIDE, ERIC M	208 TOOLS LLC	8737 N HUTTER RD	RATHDRUM	ID	83858	208-449-3014
GUILBAULT, BRANDON J	BNB TOOLS L.L.C.	1338 W WINSETT ST	KUNA	ID	83634	208-941-7989
LENGA, NICHOLAS S	TOP TIER TOOLS LLC	2047 OLD STONE LN	IDAHO FALLS	ID	83404	951-313-6277

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MLEZIVA, DAVID R	Dave's Tools, Inc	83 S KNIGHTSBRIDGE LN	NAMPA	ID	83687	208-871-7496
PARKINSON, JED D		2049 E 200 NORTH	REXBURG	ID	83440	208-317-1517
ROUTT, CHANCE D	ROUTT TOOLS LLC	893 E 4000TH N	BUHL	ID	83316	208-308-2666
SAVANT, KEVIN (ID & NV outlets)	PERFORMANCE TOOLS PLUS, INC.	4138 N ETTARO AVE	MERIDIAN	ID	83646	208-869-8779
SOLIS, DAVID M	NORTH IDAHO TOOLS LLC	14695 N STEVENS ST	RATHDRUM	ID	83858	208-691-4710
VANTUYL, EDDIE M (OR outlet)	ATS SUPPLY, INC	29531 GRANDVIEW RD	PARMA	ID	83660	208-880-3654
WARD, BRIAN E	GUMBY ENTERPRISES, INC.	1130 WARNER AVE	LEWISTON	ID	83501	208-792-7993
WATSON, LYLE P	Trinity Tools, LLC	10132 CHERRY LN	NAMPA	ID	83687	208-989-7486
WEIBERT, BLADE P (ID & WA outlets)	WEIBERT ENTERPRISES, LLC	13834 W HOYT RD	RATHDRUM	ID	83858	208-790-3895
ADAM, VINCENT J	VINNIES TOOL SALES LLC	12441 WOODCREST LN	ROSCOE	IL	61073	815-900-4639
ALDERIN, BENJAMIN A **	BBCN, INC.	13405 W NEMESIS AVE	GURNEE	IL	60031	630-212-2624
BAIRD, IAN SPENCER		606 S UNION ST	YATES CITY	IL	61572	309-337-5325
BAXA, DANIEL J	BBTS LLC	126 S ELROY AVE	BARTLETT	IL	60103	630-306-1014
BECK, DALE R (MO outlet)	BECK GROUP, LLC	1128 VERNIE AVE	ALTON	IL	62002	618-920-7697
BODINE, KEVIN R	BODINE TOOLS, INC.	121 N FOSTER	ILLIOPOLIS	IL	62539	217-415-1665
BOGAERTS, JASON A	JAB TOOLS INC.	41696 N PEDERSEN DRIVE S	ANTIOCH	IL	60002	847-707-2987
BOGAERTS, REED D	RDB MOBILE TOOLS LLC	22712 W LOON LAKE BLVD	ANTIOCH	IL	60002	847-308-8085
BONSIGNORE, KYLE W (WI outlet)	BONSIGNORE PERFORMANCE TOOLS, INC.	8418 GREENWOOD RD	HEBRON	IL	60034	704-780-0523
BRENNAN, SHAUN F	SHAUN BRENNAN'S TOOL SALES, INC.	3951 SANDY BLUFF RD	PLANO	IL	60545	312-518-9996
BUKOWSKI, KRZYSZTOF	C B MOBILE TOOLS, INC.	5809 CRAIN STREET	MORTON GROVE	IL	60053	708-334-2667
BULSTER, JOHN EDWARD		21562 W LARCH DR	PLAINFIELD	IL	60544	630-781-8850
BURDEN, BENJAMIN A	BURDEN ENTERPRISES LLC	9843 N 1250 EAST RD	SHIRLEY	IL	61772	309-275-4732
CARDENAS, ROBERTO	BETAS TOOL SALES LLC	532 GUNNISON CT	GILBERTS	IL	60136	847-999-8535
CULBERTSON, DOUGLAS L	LIBERTY TOOLS, INC.	1539 SUMMERHILL LANE	CARY	IL	60013	847-702-3238
DAMICO, ANTHONY S	ASD TOOL SALES, LLC	13815 KIT LANE	LEMONT	IL	60439	331-318-9954
D'AMICO, MARIO A		1510 SUMMIT DR	LOCKPORT	IL	60441	708-567-3086
DAMICO, SALVATORE PHILLIP		13815 KIT LN	LEMONT	IL	60439	773-742-6740

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DROLLINGER, TOBY A	DROLLINGER TOOLS LLC	3207 W HENSLEY RD	CHAMPAIGN	IL	61822	217-377-3399
EDENS, DONALD EDWARD		10237 N 400TH	CASEY	IL	62420	217-232-5016
ENGHAUSEN, TRAVIS C	ENGHAUSEN TOOL GROUP, LTD	220 N FIRST ST	FISHER	IL	61843	217-841-3660
FORTUNA, MICHAEL JOSEPH	M&A TOLL SALES LLC	1 SOUTH 576 NIMITZ RD	OAKBROOK TERRACE	IL	60181	630-816-5276
FROMME, SAMUEL J	FROMME TOOLS LLC	117 MILL ST	FRANKLIN	IL	62638	217-473-5756
GALINDO, JAIME	J G TOOLS LLC	11520 SOUTH LAVERGNE AVE	ALSIP	IL	60803	312-550-1649
GAWLIK, MICHAEL GERARD	MM TOOL SALES, INC.	1334 N FOXDALE DR	ADDISON	IL	60101	630-217-1101
GOLDING, DAVID W	D G TOOLS AND EQUIPMENT, INC.	12609 RAIL LANE	PALOS PARK	IL	60464	708-217-6527
GORE, PHILIP DALE	PHIL'S TOOLS, INC.	2434 W IRVING PARK RD	CHICAGO	IL	60618	773-640-4893
GREENLIEF, RYAN D	GREENLIEF ENTERPRISES, LLC	3350 N 1600TH AVE	ORION	IL	61273	309-536-1976
GROBLEWSKI, ADAM P	ADAM'S TOOL KAR, LLC	2013 GLENVIEW AVE	PARK RIDGE	IL	60068	224-420-0073
GUERRERO, WILFREDO	GUERRERO'S TOOLS LLC	7307 WOODWARD AVE	WOODRIDGE	IL	60517	708-955-0506
HAAS, BRIAN E	HAAS HI-LINE TOOLS, LLC	417 HIGHLINE RD	TRENTON	IL	62293	618-978-0186
HAMILTON, GEORGE H	HOLLYWOOD TOOLS, LLC	38W548 RED BAY CT	SAINT CHARLES	IL	60175	773-288-9319
HAMILTON, SAMANTHA L	HAMILTON TOOLS LLC	38W548 RED BAY CT	SAINT CHARLES	IL	60175	773-304-6244
HANNA, JEREMY L	JLH TOOL SALES LLC	575 N LINCOLN ST	COAL CITY	IL	60416	815-573-8713
HARMAN, TODD R	TODD'S TOOLS INC.	9695 4 CORNERS LN	SAINT JACOB	IL	62281	618-960-4498
HILDEBRAND, JACOB D	HILDEBRAND TOOLS LLC	2112 N 5TH ST	SPRINGFIELD	IL	62702	217-836-7195
HORSTMANN, DANIEL EDWARD	HORSTMANN TOOL SALES, LLC	66 S GERMANTOWN RD	BREESE	IL	62230	618-791-7152
IROCKY, CHRISTOPHER H	CHRIS IROCKY TOOLS LLC	1709 SPRUCE STREET	SPRING GROVE	IL	60081	815-321-9738
JOHNS, ROSS F	ROSS JOHNS, INC.	306 TIFFANY CT, BLDG 2, SUITE C	CHAMPAIGN	IL	61822	815-992-5407
JUERN, THEODORE VICTOR		2078 DAVID DR	DESPLAINES	IL	60018	312-307-3561
KARLIN, ALEX M	AMK TOOLS LLC	3918 MCCABE AVE	CRYSTAL LAKE	IL	60014	815-353-9069
KASPER, KEVIN S		113 E STEVENSON DR	GLENDALE HTS	IL	60139	630-689-7514
KAUFMANN, SCOTT R	LEE'S TOOL SALES INC.	14702 N COURT 1	EFFINGHAM	IL	62401	217-240-8584
KLUEVER, MICHAEL LEIGH	Kluever Tool, Inc.	1446 LOURDES RD	METAMORA	IL	61548	309-696-7929
KNIPPENBERG, WILLIAM D	BDK TOOLS, INC.	117 REPUBLIC AVENUE	JOLIET	IL	60435	815-955-1291
LIPUT, JAMES A		5041 DENAL	NORRIDGE	IL	60706	773-699-2502

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MALCOLM, DAVID E	DEM TOOLS LLC	5028 W CIRCLE DR, #110	CRESTWOOD	IL	60445	708-802-3524
MCALLISTER, JADE M	JADE MCALLISTER TOOL SALES, LLC	1533 COUNTY RD 1000 E	CARMI	IL	62821	618-384-6526
MCCUAN, DAVID K	MCCUAN ENTERPRISES, INC.	12545 NIXVILLE RD	CARRIER MILLS	IL	62917	618-841-2109
MEISENHEIMER, ADAM K	A K MEISENHEIMER, INC.	196 TACK LN	LITCHFIELD	IL	62056	217-556-3111
MERCADO, JAVIER	J.M. TOOLS INC.	1008 OAKVIEW LN	GENOA	IL	60135	815-501-5834
MIKOLAJCZYK, PAUL L	LIGHTCHECK TOOLS, INC.	2105 BRAEBURN DR, UNIT E	WAUCONDA	IL	60084	224-300-0197
MILES, TIMOTHY P	T&D TOOLS CORP.	5426 42ND ST	ROCKFORD	IL	61109	262-909-9595
MOLOHON, DAVID A	MOLOHON TOOLS LLC	17 RAMEY LN	LITCHFIELD	IL	62056	217-851-2014
MONSEN, TYLER J	MONSEN TOOL, INC.	790 HEATHERDOWN WAY	BUFFALO GROVE	IL	60089	815-529-1949
MORRIS, MICHAEL JAY		436 COUNTY RD 1400 N	MATTOON	IL	61938	217-254-4627
NEIL, BRYAN SCOTT (IL & MO outlets)	BRYAN'S TOOL SALES LLC	1020 HIGHWAY 61	MENDON	IL	62351	573-248-4300
NIRVA, AUSTIN	NERVS OF STEEL INC.	205 MEADOW LN	CARY	IL	60013	847-502-8443
NUNOKAWA, MARK RANDALL	NUNOKAWA TOOLS, INC.	2438 W IRVING PARK RD	CHICAGO	IL	60618	773-447-9300
OGLE, TED A		412 AVONDALE DR	EAST PEORIA	IL	61611	309-573-9003
OLEJNICZAK, BRIAN C		6N130 VIRGINIA RD	ROSELLE	IL	60172	630-624-7627
PATTERSON, JOHN P		863 WALTON ROAD	AMBOY	IL	61310	815-762-8904
PLOS, CHRISTIAN D	PLOS TOOL SALES LLC	495 ESSEX PL	CAROL STREAM	IL	60188	630-670-6638
POLLASKY, ARTHUR G	A & M'S PERFORMANCE TOOLS LLC	5715 FARMBROOK LN	CRYSTAL LAKE	IL	60014	815-353-3397
RANDALL, CRAIG ALAN		1503 KINGSTON	SCHAUMBURG	IL	60173	708-899-3149
RIBORDY, STEPHEN J	RIBORDY ENTERPRISES, LLC	812 W MOULTON ST	PONTIAC	IL	61764	815-878-4410
RICE, JEREMY R	RAD TOOLS LLC	7471 MOSS CANYON RD	CHERRY VALLEY	IL	61016	303-718-0481
RIMSNIDER, JON A	RIMMY TOOL SALES, LLC	1056 ASHLEY CT, UNIT 1-2B	LOCKPORT	IL	60441	708-289-0627
RIPPERDA, KRISTOPHER L	4 K TOOLS LLC	11828 OLD STATE RD	CARLYLE	IL	62231	618-979-3089
RITZHEIMER, RANDALL D	RITZHEIMER TOOLS, LLC	961 WEST 1ST STREET	AVISTON	IL	62216	618-779-8162
ROGERS, DUSTIN J		1083 OLD CREEK CT	ELGIN	IL	60120	630-936-0021
RONCONE, JOHN F	C & G TOOLS, INC.	854 WINTERGREEN DR	AURORA	IL	60504	630-816-5892
RYAN, KEVIN A	KAR TOOL SALES INC.	1445 N CLEAVER ST	CHICAGO	IL	60642	630-915-3207
SALM, KOLTON M		2956 N 2200 EAST RD	MARTINTON	IL	60951	815-954-8559
SANDOVAL, FRANCISCO	PITA REY ENTERPRISE LLC	747 CARNAHAN RD	COMPTON	IL	61318	815-830-0530

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SCHNEIDER, RANDAL LEE		9N022 OAK BLUFF DR	ELGIN	IL	60124	847-361-9383
SCHREIBER, ERIK R	AERO TOOL DISTRIBUTION, LTD.	5808 WHITING DR	MCHENRY	IL	60050	847-587-0634
SEALS, ZACHARY L (MO outlet)	SEALS TOOL SALES LLC	820 N 2300TH AVE	URSA	IL	62376	217-242-0086
SINGLETON, BRETT L	BRETT'S TOOL SALES LLC	772 90TH AVE	ROSEVILLE	IL	61473	309-221-5388
TOLAND, GREGORY M	TOLAND'S TOOLS, INC.	402 W TAZEWELL ST	SPRING BAY	IL	61611	309-397-6006
VISONA, RYAN D	VAL INC.	17657 W WINNABAGO DR	GRAYSLAKE	IL	60030	815-861-1008
WALTER, DANIEL J	DND FORWARD, INC.	6 LAKE FRONT DR	SWANSEA	IL	62226	618-409-0208
WEBER, KEVIN J	CHAPTER 2 TRANSPORT INC.	204 MONTEREY DR	WASHINGTON	IL	61571	309-402-5779
WELLS, BRANDON M	WELLS TOOL SALES LLC	4670 SHIPMAN CUTOFF RD	BUNKER HILL	IL	62014	217-741-1553
WEPPLER, RYAN L	WEPPLER TOOL SALES LLC	1701 PHILLIPPE DR	MAHOMET	IL	61853	217-552-4565
WERCKLE, CURTIS DAVID		10280 HOMESTEAD RD	STILLMAN VALLEY	IL	61084	815-979-1446
WIESEMANN, MICHAEL R	WIZMAN TOOLS LLC	20390 WINDY HILL RD	HARVARD	IL	60033	815-355-9281
WINKLER, JOHN R	JTL TOOLS, INC.	9313 WEST STEGER RD	FRANKFORT	IL	60423	708-288-9733
WINTERS, WILLIAM GREGG	GCW TOOLS, INC.	3720 NORTH 1475 EAST ROAD	HEYWORTH	IL	61745	309-275-9695
BAUMAN, RANDALL L	RANDY'S TOOL SERVICE, LLC	13441 N COUNTY ROAD 1000 E	SUNMAN	IN	47041	513-500-7189
BETZ, RYAN C	RYAN BETZ TOOLS LLC	1120 N COUNTY ROAD 1075 W	WEST BADEN SPRINGS	IN	47469	812-661-2537
BITTNER, MATTHEW L	BITTNER TOOL DISTRIBUTION, INC.	11255 S OWENSVILLE RD	HAUBSTADT	IN	47639	812-568-0353
BROWN, MICHAEL LEWIS	MB TOOLS LLC	10111 LANTERN RD	FISHERS	IN	46037	317-443-5782
BRYAN, JARED C	BRYAN TOOL SALES, LLC	2572 E STATE ROAD 218	BERNE	IN	46711	260-849-0383
CAMPBELL, ADAM (IL outlet)	TEAM ADAM TOOLS LLC	6716 WINDING RIDGE RD	DEMOTTE	IN	46310	773-999-7627
CARLSON, KEVIN STANLEY	PISTON CUP TOOLS LLC	2151 N 700 E	GROVERTOWN	IN	46531	574-360-7495
CARMICHAEL, CHARLES LOUIS	CARMICHAEL INC.	2448 W 1150 S	LADOGA	IN	47954	765-918-5175
CHRAPONSKI, MICHAEL JEROME	MC TOOLS INC.	3435 W 150TH LN	CROWN POINT	IN	46307	219-741-5019
CLOTHIER, RYAN A **Additional Franchise**	RYAN'S TOOL SALES, LLC	6712 NORTH STATE ROAD 39	MONTICELLO	IN	47960	574-870-9057
CORY, NATHAN RAY	N C TOOLS, INC.	2193 N GRAND KEE AVE	VINCENNES	IN	47591	812-890-5406
COVERT, BRIAN P	BNL TOOL SERVICE LLC	899 CASTLE GARDEN RD	CHANDLER	IN	47610	812-480-1250
CRIPE, GREGORY LEE		18657 CR14	BRISTOL	IN	46507	574-298-3347

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CROSSER, JACOB T	J&E TOOLS & EQUIPMENT LLC	708 PETTIBONE ST	CROWN POINT	IN	46307	219-313-9223
CROUCH, SCOTT A	S.A. CROUCH & ASSOCIATES, INC.	5510 E COUNTY ROAD 500 N	FILLMORE	IN	46128	317-331-8364
CULP, ZACHARY MO	CULP TOOL SALES LLC	3816 SANDPOINT RD	FORT WAYNE	IN	46809	260-385-9333
CURRAN, JAMES M	FATMAN TOOL SALES LLC	328 ELM GROVE ROAD	BLUFFTON	IN	46714	260-446-8965
DIX, JUSTIN A	L&B TOOL SUPPLY LLC	6723 W 400 S	OWENSVILLE	IN	47665	812-664-0164
ELI, AARON E	AE TOOLS INC.	3515 E COUNTY RD 150 SOUTH	FRANKFORT	IN	46041	765-516-0100
ELMORE, MICHAEL L	LAZY E TOOLS, LLC	11381 N CREEKSIDE DR	MONROVIA	IN	46157	317-922-6741
EPPERHEIMER, ANTHONY D	TONY'S TOOLBOX, LLC	1238 CANNONERO CT	INDIANAPOLIS	IN	46217	317-224-9429
GARDNER, DARREN LEE	DARREN L GARDNER LLC	3542 N 300 E	ANDERSON	IN	46012	765-623-2226
GARLAND, MARK E	MARK GARLAND ENTERPRISES, LLC	2920 S STATE RD 39	DANVILLE	IN	46122	317-440-6217
GREENWELL, JASON P	JNG ENTERPRISES, INC.	6215 21ST CENTURY DR	CHARLESTOWN	IN	47111	502-802-6398
GUERRA, BYRON C	BFC TOOLS LLC	23205 TYLER RD	LAKEVILLE	IN	46536	574-850-1952
HAMMOND, JOHN DARREL	J.D. HAMMOND, INC.	3231 N ARLINGTON AVE	INDIANAPOLIS	IN	46218	317-339-9336
HEIDT, MARK E	M.H. TOOLS, INC.	6825 S COUNTY ROAD 750 W	COLFAX	IN	46035	765-242-4673
HOGAN, MARK S	MSH TOOL SALES LLC	700 EAST - 600 NORTH	HUNTINGTON	IN	46750	260-615-0313
HUGHEY, CHARLES A	AOK TOOLS INC	8500 S PEOGA RD	TRAFALGAR	IN	46181	317-306-1990
JACKSON, CHRISTOPHER EDWIN	C E JACKSON, INC.	9407 MAZE ROAD	INDIANAPOLIS	IN	46259	317-710-6743
KOHL, JEREMY J	PATRIOT TOOLS LLC	8675 MARTIN RD	DILLSBORO	IN	47018	812-571-1556
KRAMER, KRISTOPHER LEE	KRIS KRAMER TOOL SALES, LLC	9800 N COUNTY ROAD 650 E	ALBANY	IN	47320	765-748-3300
LOSEY, GLEN R	G.L. TOOLS INC.	10865 N 150 E	MORRISTOWN	IN	46161	317-499-5699
LUCA, CARMINE F (OH outlet)	LUCA TOOLS LLC	2534 OAKHAVEN DRIVE	WEST HARRISON	IN	47060	513-652-2476
MAAS, LAWRENCE B (IL outlets)	LBM TOOLS LLC	8371 PATTERSON ST	SAINT JOHN	IN	46373	219-613-0655
MASCARI, MICHAEL CHARLES		PO BOX 1505	GREENWOOD	IN	46142	317-443-0706
MILLIS, NATHAN A	NATHAN MILLIS TOOLS, LLC	429 E STATE RD 8	KOUTS	IN	46347	219-545-1368
MITCHELL, DANIEL W		6788 FRANKLIN ROAD	HAGERSTOWN	IN	47346	765-969-2541
OBRIEN, CASEY E	C O'BRIEN ENTERPRISES, LLC	1520 TOTTENHAM DR	DANVILLE	IN	46122	317-523-4371
POE, CHRISTOPHER ALLEN		3000 MARY LN AVE	WEST TERRE HAUTE	IN	47885	812-243-2386
POHLMAN, JEREMY J	POHLMAN TOOL SALES LLC	8819D GULF DR	FORT WAYNE	IN	46825	614-975-7746

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QUIROGA, MICHAEL R	Q'Z KOOL TOOLZ LLC	15427 N STATE RD 49	WHEATFIELD	IN	46392	219-614-7962
RIFFEY, ERIC RYAN ANDREW	RIFFEY, INC.	6275 E 450 N	LAFAYETTE	IN	47905	765-426-2109
RODRIGUEZ, CHRISTOPHER (IL outlet)	RDZ TOOLS LLC	13939 N ANNAPOLIS CT	CEDAR LAKE	IN	46303	219-213-1146
SEARS, DENNIS W	PROFESSIONAL TOOL SOLUTIONS, LLC	2051 NORTH NEW JERSEY STREET	INDIANAPOLIS	IN	46202	317-691-4642
SHRULL, NICHOLAS L	SHRULL TOOL SALES, LLC	8501 BAUMGART RD, UNIT B	EVANSVILLE	IN	47725	812-205-1988
SITTERLE, CHARLES E (OH outlet)		1802 RIDGEWOOD CIR	LAWRENCEBURG	IN	47025	513-226-5823
STEENPORT, THOMAS GERALD	TOM STEENPORT, INC.	9715 ST JOE RD	FORT WAYNE	IN	46835	260-760-0183
STEWART, LANCE A	STEWS TOOLS LLC	11083 QUAIL RUN DR W	WHEATFIELD	IN	46392	219-707-6253
TINDER, JAY S	JAY'S TOOLS SALES LLC	10781 E 100TH N	GREENTOWN	IN	46936	765-513-0725
TRAPP, JOSEPH HENRY	TRAPP TOOL SALES LLC	560 E ARNOTTS DR	RENSSELAER	IN	47978	219-964-8868
WEISHEIT, KEVIN GENE	WEISHEIT TOOLS, INC.	6 E STATE ROAD 56	JASPER	IN	47546	812-309-0156
WELLS, JAMES M	MIKE WELLS INC.	4098 E SCOTLAND RD	KIRKLIN	IN	46050	765-516-0429
WESTFALL, DENNIS WAYNE	D & K Tools Inc	4191 E 400 S	LAPORTE	IN	46350	219-608-1741
WHITE, THOMAS JAMES		309 EDGEWOOD PLACE W	ANDERSON	IN	46011	765-744-1816
YODER, NORMAN L (IN & MI outlets)	NORM'S TOOL CHEST LLC	65586 BARRENS DR	GOSHEN	IN	46526	574-215-9316
ADE, MARTY JOE		2102 N 155TH RD	CONCORDIA	KS	66901	785-275-2510
BARKER, BRIAN K	DOUBLE B TOOL SALES & SERVICE, INC.	1701 E 98TH ST N	VALLEY CENTER	KS	67147	505-469-2219
BRADFIELD, BRIAN M	SBB ENTERPRISES, LLC	1009 JENNY AVENUE	GARDEN CITY	KS	67846	620-271-7627
CARTER, CURTIS LEWAYNE	CARTER'S TOOL SALES, LLC	15700 E 119TH ST S	MULVANE	KS	67110	316-648-8665
CLYMER, JEREMY J	CLYMERS TOOLS LLC	731 E HELLAR ST	CLEARWATER	KS	67026	316-208-1812
CRANSTON, ROGER DALE		15 OAK VALLEY DR	MANHATTAN	KS	66502	785-313-0186
DUNN, JACK T	TECH TOOLS & EQUIPMENT LLC	2275 N 1137TH RD	EUDORA	KS	66025	785-312-2202
EASTMAN, JAMES MARTIN		4926 MEMORY LN	WICHITA	KS	67212	316-761-1763
ECK, ROBERT LAVERNE	R & G TOOLS, INC.	307 N OAK ST	HOME	KS	66438	785-562-6546
FOSTER, DAVID DUANE	FOSTER'S TOOL SERVICE, LLC	2604 OXEN RD	WAVERLY	KS	66871	620-340-2504
GARRETT, CORY E	CEG SERVICES, LLC	728 N 8TH ST	WAKEENEY	KS	67672	785-769-3345

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HAFLIGER, NATHAN GLENN	GLENN'S SALES & SERVICE, LLC	25007 J RD	WAKEENEY	KS	67672	785-731-5255
HERMRECK, SENNETT A	SEK TOOL SERVICE INC	25963 NE 2000TH RD	GREELEY	KS	66033	785-204-2330
HILTUNEN, BRIAN A	PRO TOOLS, LLC	18080 150TH ST	BASEHOR	KS	66007	913-209-9207
HUDSON, HANK L	J & H ENTERPRISES OF KANSAS INC	3000 SW LINCOLNSHIRE RD	TOPEKA	KS	66614	785-633-0665
HURD, PHILLIP DEAN		4489 N WASSERMAN WAY	SALINA	KS	67401	785-826-0682
KEITH, SCOTT A	KEITH SERVICES LLC	904 NORTH 4TH ST	WAKEENEY	KS	67672	785-623-3232
MAXWELL, SCOTT DOUGLAS	MAXWELL TOOL & EQUIPMENT, LLC	306 EAST IRENE STREET	SALINA	KS	67401	785-493-2221
MAYS, GILBERT DARRYL		4141 S 167TH WEST	GODDARD	KS	67052	316-640-0596
OVERMAN, WILLIAM SCOTT	R & S TOOLS LLC	181 WALNUT CREEK RD	WELLSVILLE	KS	66092	785-214-0437
PANDO, EDUARDO	PRECISION TOOLS LLC	10830 CHAPARRAL CIRCLE	DODGE CITY	KS	67801	620-408-5211
PATTERSON, MONTE L	PATTERSON'S TOOL SERVICE, LLC	1114 NORTH WEST ST	ROSE HILL	KS	67133	316-648-7190
POWELL, DAVID HEATH (MO outlet)	HP TOOLS LLC	8138 HARDY STREET	OVERLAND PARK	KS	66204	913-991-5432
ROBERTS, TERRANCE P	WE R TOOLS, INC.	537 S PATTIE ST	WICHITA	KS	67211	785-608-9851
SCHMIDT, JUSTIN C	BISON TOOL SALES, LLC	13114 E LAKE CABLE RD	HAVEN	KS	67543	316-613-9458
SCHREITER, JUSTIN L (NE outlet)	SCHREITER TOOL SERVICE LLC	6415 POPLAR ST	EDSON	KS	67733	785-443-1999
SMITH, CHARLES DRYDEN	CDS TOOL SALES, LLC	20085 W 114TH TERR	OLATHE	KS	66061	913-205-6690
STRICKLAND, DANIEL D	TRIPLE S TOOLS LLC	13510 ROAD H	LIBERAL	KS	67901	620-629-7758
WHITE, KYLE CLARK	K&N TOOLS LLC	399 N 130TH ST, UNIT 1023	BONNER SPRINGS	KS	66012	402-718-7919
WILLIAMS, RYAN T	BELLALAKE, LLC	22405 W 61ST ST	SHAWNEE	KS	66226	913-284-9060
WOHLGEMUTH, EUGENE	TOOLWORX, LLC	224 21ST AVE	MOUNDRIDGE	KS	67107	620-386-4968
AUXIER, BRENT M	B&D TOOLS, LLC	2780 SWITZER RD	FRANKFORT	KY	40601	859-582-7065
BARR, DAVID LEE	DAVID'S TOOLS AND EQUIPMENT, LLC	238 FOUR OAKS RD	BRANDENBURG	KY	40108	270-547-0823
BEGLEY, CHRISTOPHER D	BEGLEY'S TOOL SERVICE & SALES, LLC	4689 RABBITHASH RD	UNION	KY	41091	859-628-0858
BENTON, RONALD S	BENTON'S TOOLS LLC	11400 OLD LEXINGTON PIKE	WALTON	KY	41094	859-992-3894
BRILEY, JUSTEN T	CIRCLE B TOOLING INC.	400 HOBDY RD	AUBURN	KY	42206	615-720-6179
BROERING, CRAIG MATTHEW	CRAIG BROERING TOOL SALES, INC.	104 BUFFLEHEAD CT	GEORGETOWN	KY	40324	859-221-6809
BRUNDAGE, JAMES L	NORTHEAST KENTUCKY SALES, LLC	38 WOODLAND WAY	GRAYSON	KY	41143	304-208-2630
CLIFFORD, CHARLES J	CLIFFORD TOOL SALES LLC	58 KY HWY 3003	CYNTHIANA	KY	41031	859-588-5510

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EZELL, BRANDON D	EZ ENTERPRISES LLC	224 BENJAMIN LANE	HOPKINSVILLE	KY	42240	270-213-0358
GAINES, KEITH P	GAINES TOOL SERVICE LLC	580 ALEXANDER RD	CRITTENDEN	KY	41030	859-652-2361
GALLANT, JAMES	JT'S TOOL SALES, LLC	100 BERRY GENTRY DR	SCOTTSVILLE	KY	42164	270-618-9960
HAUSBERGER, CHARLES L (OH outlet)	HAUSBERGER ENTERPRISES, INC.	415 KENDALL RD	DRY RIDGE	KY	41035	859-653-2322
HENDERSON, ELIOTT B	EBH ENTERPRISES, INC.	3515 OLYMPIA RD	LEXINGTON	KY	40517	859-699-8699
HODGES, JONATHON	JTBL HODGES, LLC	157 CLIFFORD LN	PENDLETON	KY	40055	502-664-5688
HUMFLEET, JOSEPH JAMES	SNAPPY JOE'S TOOL CO INC	59 JIM BROCK RD	PINEVILLE	KY	40977	606-524-0915
LIMBRICK, JOSHUA W	LIMBRICK ENTERPRISES, INC.	7301 MOUNT WASHINGTON ROAD	LOUISVILLE	KY	40229	502-386-8129
LINDSEY, NICHOLAS H	NHL LLC	841 LOCUST GROVE RD	SHELBYVILLE	KY	40065	859-553-2504
LOGSDON, CHAD R	LOGSDON TOOL COMPANY, LLC	1431 MCCUBBINS RD	HODGENVILLE	KY	42748	270-696-0198
MARSHALL, SAMUEL T (OH outlet)	MARSHALL TOOL SALES LLC	302 BULLOCK PEN DR	CRITTENDEN	KY	41030	859-912-9245
MCGARRY, MICHAEL ED	MCGARRY'S TOOLS, INC.	3786 TAYLORSVILLE RD	LOUISVILLE	KY	40220	502-939-2338
MILLER, JERRY W	JVM ENTERPRISES, INC.	153 STAPLETON WAY	GEORGETOWN	KY	40324	859-797-8249
MOBERLEY, CHAD M	CMB TOOLS, LLC	117 NORTON DR	RICHMOND	KY	40475	859-333-4736
MONTGOMERY, JAMIE DAIRL	MONTGOMERY TOOLS, INC.	116 NORTON DR	RICHMOND	KY	40475	859-626-2312
NASH, JUSTIN B	JLN ENTERPRISES , LLC	617 ASHBURY CIRCLE	HOPKINSVILLE	KY	42240	270-889-7092
PATTERSON, DANIEL R	DMP ENTERPRISES, INC.	357 RODGERS RD	BROOKS	KY	40109	502-594-1180
PEAVLER, MIKE DOUGLAS (OH outlet)	DOUGS TOOL SHOP, LLC	21 THATCHER CT	ALEXANDRIA	KY	41001	859-314-8105
PHILLIPS, JOSEPH A	JSP TOOL SALES & SERVICE, LLC	4543 HUNTERS TRACE	OWENSBORO	KY	42303	270-222-0886
PUCKETT, CODY W	PUCKETT TOOL SALES, INC.	8411 SHEPHERDSVILLE RD	LOUISVILLE	KY	40219	502-299-7069
SEBREE, BRIAN M (OH outlet)	SEBREE TOOLS LLC	314 S MAIN ST	WILLIAMSTOWN	KY	41097	859-991-0877
SKIDMORE, GREGORY NUEL	SKIDMORE ENTERPRISES, INC.	4310 RICE SPRINGS RD	KEVIL	KY	42053	270-559-1545
STECHT, DAVID J (OH outlet)	DLS TOOLS LLC	310 FLAT CREEK RD	DRY RIDGE	KY	41035	859-991-1217
SULLIVAN, JEREMY L	JCJ TOOLS, INC.	510 GREENCREST DR	CECILIA	KY	42724	502-379-2220
TAYLOR, TRACY W	TRACY WILLIAM TAYLOR INC	365 E LEXINGTON AVE	DANVILLE	KY	40422	859-421-4645
TODD, TRAVIS A	TRAVIS TODD TOOL SALES LLC	325 PISGAH STATION ROAD	VERSAILLES	KY	40383	859-421-4771
TRAFT, ROBERT L	R TRAFT ENTERPRISES, INC.	10120 DIXIE HWY	CORINTH	KY	41010	859-242-8301

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VEST, JESSE A	JESSE V ENTERPRISES, INC.	169 SUNRISE CT	SHEPHERDSVILLE	KY	40165	502-345-1871
WARREN, DAVID SCOTT	DAVID S. WARREN TOOLS AND EQUIPMENT LLC	121 GRABLE LN	GEORGETOWN	KY	40324	859-509-2015
WEST, ADAM B	SAW ENTERPRISE LLC	125 DONNA DR	HOPKINSVILLE	KY	42240	270-559-4066
WHEELER, TOBY A	CB TOOLS, LLC	7901 IRVINE RD	WINCHESTER	KY	40391	859-749-0860
WILLIAMS, GEORGE E	G&K Tools, Inc.	8765 HIGHWAY 707	CATLETTSBURG	KY	41129	606-483-9301
AVERITT, JUSTIN		18625 TIGER CREEK LN	PONCHATOULA	LA	70454	985-351-8409
BLANQUE, DAVID ANDREW		3508 WANDA LYNN DR	METAIRIE	LA	70002	504-296-7272
BLY, ORAN M	BLY'S TOOLS & EQUIPMENT, LLC	PO BOX 310	Wilson	LA	70789	225-244-4983
CAMPEAUX, CHARLES A	CAT TOOLS AND EQUIPMENT, LLC	103 VILLERE DR	DESTREHAN	LA	70047	504-874-3607
CAMPEAUX, CHELSEA M	CHELSEAUX TOOLS, LLC	594 W EASY ST	DESTREHAN	LA	70047	504-402-1767
EPPINETTE, ROBERT DEN	EPP'S TOOLS, INC.	1753 PRAIRIE RD	MONROE	LA	71202	318-355-8665
FRYER, JOHN R	JNM INDUSTRIAL CONTRACTING, INC	120 STANLEY WILLIAMS RD	RAYVILLE	LA	71269	318-341-1439
GERRALD, TOMMY D	GERRALD & BLACK LLC	3238 CALUMET DR	SHREVEPORT	LA	71107	318-519-5358
HARDING, GARY P	H & H Supply, LLC	102 LONGWOOD CT	PEARL RIVER	LA	70452	985-640-2953
HEARNSBERGER, DANIEL A	DBH OPERATIONS LLC	99 Q STOCKMAN RD	DEVILLE	LA	71328	337-884-4839
HEBERT, TILDON CARROLL	HEBERT TOOL COMPANY INC.	207 SHADY PARK DR	LAFAYETTE	LA	70508	337-319-7693
HICKS, PAUL DONALD		419 CRESCENT BLVD	HOUMA	LA	70360	985-860-1701
LOUWIEN, MICHAEL LAURENCE (TX outlet)	MICHAEL LOUWIEN TOOL CO., L.L.C.	6040 FOX CHASE TR	SHREVEPORT	LA	71129	903-691-0663
MILES, EDWARD D	MILES UNLIMITED LLC	14661 JOOR RD	ZACHARY	LA	70791	225-270-9212
MONNERJAHN, RODNEY J	BIG DAWG TOOL SERVICES LLC	708 MARY LANE	RIVER RIDGE	LA	70123	504-600-1398
MONNERJAHN, STEPHEN M	KINGFISH TOOLS & EQUIPMENT LLC	652 OAK ST	BRIDGE CITY	LA	70094	504-915-7452
RICHARDS, RICHARD	CAJUN TOOLS, LLC	353 VALLERY RD	DERIDDER	LA	70634	337-396-1815
ROZAS, RYAN A	UNLEASHED POTENTIAL LLC	3031 SAUCIER RD	LAKE CHARLES	LA	70605	337-304-1302
SIMON, APRIL L	3S ENTERPRISE, LLC	1102 CLASTON SIMON RD	BREAUX BRIDGE	LA	70517	337-207-4421
SIMON, DERECK A	ELITE TOOL SALES LLC	332 RUSTIC LN	DUSON	LA	70529	337-561-9650
TAVLIN, DONALD R	DIAMOND DONS TOOLS LLC	12886 PENDARVIS LN	WALKER	LA	70785	225-439-9075
VERRETTE, DAVIS ALCEE		1001 LINWOOD AVE	METAIRIE	LA	70003	504-915-4230

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AGUILAR, IVAN D		675 FRANKLIN ST	BELCHERTOWN	MA	01007	413-896-9766
ALMEIDA, EDMUND P	ALMEIDA TOOLS LLC	72 CHURCH ST	WILMINGTON	MA	01887	617-688-8663
ANDRADE, JOSHUA R	AJ TOOLS INC.	15 DIGHTON AVE	TAUNTON	MA	02780	774-263-5400
ARSENAULT, DENNIS S	PIGEON HILL TOOLS LLC	40 PIGEON HILL ST	ROCKPORT	MA	01966	978-879-3025
BELCHER, ROBERT B	RB TOOLS, INC.	157 EVERETT SKINNER RD	PLAINVILLE	MA	02762	774-571-7231
BENZIGER, NICHOLAS C	BENZIGER, INC.	129 SUMMER ST	MEDWAY	MA	02053	508-369-4865
BERGONZI, JASON D	P & W TOOLS, LLC	60 WYMAN RD	ABINGTON	MA	02351	781-258-8370
BERTHIAUME, KENNETH	KB TOOLS & EQUIPMENT LLC	11 INDIAN LN	WEBSTER	MA	01570	508-328-8760
BONO, STEVEN F	SB TOOLS II, INC.	32R QUANAPOAG RD	EAST FREETOWN	MA	02717	781-353-1544
BRAGDON, CURTIS A	CURTTECH TOOLS INC.	155 NAHANT RD, APT 1	NAHANT	MA	01908	781-417-0692
BRENNAN, JOSEPH	JB TOOLS, LLC	10 BARE HILL RD	GROVELAND	MA	01834	781-953-9554
CHRISTOFF, ANDREW J	AJC TOOLS LLC	317 SW CUTOFF	WORCESTER	MA	01604	401-829-3773
COOK, THOMAS (RI outlet)		83 ROBINSON AVE	ATTLEBORO	MA	02703	508-922-8125
COUTO, MATTHEW R	MC TOOLS, INC.	93 COUNTY ST	REHOBOTH	MA	02769	508-989-4071
CRAM JR, ROBERT F		85 PETER BLOSSOM LN	WEST BARNSTABLE	MA	02668	774-836-0828
DEAN, DAVE		782 W WASHINGTON ST	HANSON	MA	02341	508-559-4571
DEBERNARDI, DON		50 WIMBLEDON CIR	WALTHAM	MA	02454	781-953-4432
DESJARLAIS, JAMES M	J & D TOOLS LLC	10A JASMINE RD	MEDWAY	MA	02053	508-254-5045
EKMALIAN, JAMES	EKMALIAN TOOLS, INC.	355 TRAFFTON RD	SPRINGFIELD	MA	01108	413-221-5518
EZEKIEL, JAMES J	JAS LEASING LLC	223 CONCORD TPKE, UNIT 478	CAMBRIDGE	MA	02140	617-413-2627
FAULKNER, ANDY R	ANDY'S AUTO GEAR, LLC	54 DRUMLIN RD	NEWTON	MA	02459	508-370-2018
FIFFY, CHARLES J	CJF TOOLS LLC	4 STONE HILL DR	IPSWICH	MA	01938	617-962-2235
GIBBONS, MICHAEL J	GIBBONS TOOLS & EQUIPMENT, INC.	1 MICHAELS RD	LYNNFIELD	MA	01940	617-908-2859
GILROY, TODD M	T AND S TOOL SALES, LLC	200 CENTRAL TPKE	SUTTON	MA	01590	508-561-9362
GLADSTONE, DAVID M	GLADSTONE ENTERPRISES & HOLDINGS INC.	246 MILL ST	AGAWAM	MA	01001	860-707-0097
GUERRIERO, WILLIAM	DBG, INCORPORATED	25 STACY LN	HANOVER	MA	02339	617-719-5342
HARROP, MARK W	TOP NOTCH TOOLS LLC	92 HARLOW RD	SANDWICH	MA	02563	508-807-3700

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
HATZIGIANNIS, DIMOSTHENIS P	MAEM, INC.	112 BALTIC ST	METHUEN	MA	01844	857-205-0920
HATZIGIANNIS, EFSTRATIOS P	SH TOOLS, LLC	25 GAVIN CIRCLE	ANDOVER	MA	01810	617-504-5216
HOURIN, MICHAEL J	MH-1 INCORPORATED	15 HICKORY RD	BRAINTREE	MA	02184	781-727-4876
HURLEY, TIMOTHY J	HURLEY TOOLS, LLC	25 HOWARD ST	SOUTH EASTON	MA	02375	508-446-1875
JACKSON JR, JOSEPH D	JDJ TOOLS & EQUIPMENT CORPORATION	858 WILLIAMS ST	NORTH DIGHTON	MA	02764	508-958-5948
JACKSON, MICHAEL J (MA & RI outlets)	MJ TOOLS & EQUIPMENT INC.	878 WILLIAMS ST	NORTH DIGHTON	MA	02764	508-958-6482
JAQUES, JEFF		19 WETHERELL ST	NEWTON	MA	02464	781-953-5308
KAYE, ROSS J	RKAYETOOLS LLC	15 ROBIN DRIVE, #7	MARLBOROUGH	MA	01752	508-314-1271
LANGLEY, AUSTIN D	VALOR TOOLS LLC	7 CIANA RD	REHOBOTH	MA	02769	774-225-9529
LEBLANC, STEPHEN G	M3D TOOLS AND EQUIPMENT LLC	154 FARNSWORTH RD	TEMPLETON	MA	01468	978-808-6626
LEWIS, DAVID C		49 OCEANSIDE DR	HULL	MA	02045	617-504-4359
MAREK, DANA		12 KEENE STREET	STONEHAM	MA	02180	781-844-1150
MATIAS, CARLOS R (RI outlets)	CM TOOLS AND EQUIPMENT LLC	17 BIRCHFIELD ST	FAIRHAVEN	MA	02719	508-962-9904
MCCRACKEN, JEFFREY J	JAY MCCRACKEN, INC.	14 DASILVA DR	EAST FALMOUTH	MA	02536	774-392-0373
MCGURR, CHUCK		92 BAY RD	NORTON	MA	02766	508-400-3698
MCNEIL, JOHN	JSM TOOLS LLC	16 WELLINGTON ST	BRAINTREE	MA	02184	781-953-5306
MILLS, NATHAN D (NH outlet)	N.M.B. LLC	201 LAKEVIEW DR	WINCHENDON	MA	01475	508-783-0323
MORAN, ROBERT		10 A ST	READING	MA	01867	781-858-4716
MURPHY, MICHAEL A	MURPHY'S TOOLS & EQUIPMENT, INC.	8 MADDY LN	NORTH ATTLEBORO	MA	02760	508-954-9931
NEVES, KEVIN J	KN TOOLS LLC	7 PENNY LN	MILFORD	MA	01757	508-326-8390
PAUL, BRIAN		3 CHERRY RD	BEVERLY	MA	01915	978-407-2621
PICARD, AARON M	AMP SERVICES CORPORATION	32 STONY BROOK ROAD	WESTON	MA	02493	781-697-6015
PICKETT, CHRISTOPHER J	PIC'S TOOL & SUPPLY INC.	24 HOWARD ST	SOUTH EASTON	MA	02375	508-272-5493
PONTES, STEVE		138 FOREST ST	NORTH DIGHTON	MA	02764	508-958-4887
RANDALL, RICHARD D (RI outlet)	Rick Randall Enterprises, Inc.	84 MAIN ST	WALPOLE	MA	02081	774-254-7607
SNAY, BRIAN	BRIAN'S TOOLS & EQUIPMENT LLC	114 PACKARD HILL RD	ASHBURNHAM	MA	01430	978-549-4618
STANTON, WILLIAM	WILLIAM STANTON TOOLS, LLC	125 CROSS ST	NORWELL	MA	02061	781-844-1159

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STICKNEY, DOUGLAS P	NORTH SHORE TOOL SERVICES LLC	888 HAVERHILL ST	ROWLEY	MA	01969	978-852-1685
SULLIVAN, DONALD R	SULLIVAN TOOL COMPANY LLC	32 ARROWHEAD DR	BRIDGEWATER	MA	02324	508-400-4702
TANCRETI, WILLIAM J	BOE TOOLS, LLC	20 BOW ST	WOBURN	MA	01801	978-944-2724
TORTORA, STEVE (RI outlet)		60 BELLEVISTA AVE	MANSFIELD	MA	02048	508-294-3365
URBAN, JOHN		290 DUNSTABLE RD	NORTH CHELMSFORD	MA	01863	978-502-5638
VOLONINO, PHILIP D	MAGIC TOUCH LLC	4 BELMORE RD	MERRIMAC	MA	01860	978-420-7750
WALLACE, JAMES J	JW TOOLS, INC.	2 SUNSET AVENUE	NORTH READING	MA	01864	781-858-4827
WALTER, JEFFERY M	WALTER TOOL DISTRIBUTOR, INC.	30 SCOTT RD	LANESBOROUGH	MA	01237	413-358-3054
YOUNG, DAVE		6 RUSSEL LN	EASTHAMPTON	MA	01027	413-531-6866
AKERBOOM, PAUL J	BOOMERS TOOLS LLC	625 CAMELOT DRIVE	BEL AIR	MD	21015	410-688-2260
AUSTIN, BRIAN B	AUSTIN ENTERPRISES, INCORPORATED	630 GOVERNOR BRIDGE RD	DAVIDSONVILLE	MD	21035	410-507-4513
BABKOFF, RONALD W	T & R B ENTERPRISES, INC.	PO BOX 180	WOODSBORO	MD	21798	240-215-7521
BAUMANN, ROBERT E	BAUMANN TOOLS LLC	4684 WALTERS LN	HARWOOD	MD	20776	410-271-0033
BELL, RICHARD A	TOOL DOCTOR OF RIDGELY, LLC	24482 REED CT	RIDGELY	MD	21660	410-924-4409
BENDER, BERWYN G	BENDER TOOLS, INC.	8482 FORT SMALLWOOD RD	PASADENA	MD	21122	443-463-6179
BOWERMAN, CHRISTOPHER J	BOWERMAN ENTERPRISES, LLC	4012 CHESTNUT RD	MIDDLE RIVER	MD	21220	410-458-4041
BOWMAN, PATRICK A	PATRICK BOWMAN, SR. ENTERPRISES, INC.	9787 MCKINSTRY MILL RD	NEW WINDSOR	MD	21776	240-315-2937
BRAMBLE, CHARLES E	BRAMBLE ENTERPRISES, INC.	109 NEW JERSEY AVE NW	GLEN BURNIE	MD	21061	443-336-3338
BRODEUR, ROBERT P	BRODEURS ENTERPRISE LLC	3315 CHURCHVILLE RD	ABERDEEN	MD	21001	443-807-9347
BUTTREY, CHOYA R	BUTTREY TOOLS, INC.	2711 LOCH HAVEN DR	IJAMSVILLE	MD	21754	240-832-9448
CARE, MICHAEL S	MIKE CARE TOOL SALES LLC	902 DRUID HILL AVE	PASADENA	MD	21122	410-320-7060
CHARLES, COLLIN S	CHARLES ENTERPRISES, LLC	4145 WARDS CHAPEL RD	MARRIOTTSVILLE	MD	21104	240-308-3963
COE, DAVID M	MIKES TOOLS INC	18807 MANOR CHURCH RD	Boonsboro	MD	21713	240-520-2666
DICKE, PHILIP J	PHIL D ENTERPRISES LLC	10515 WINDLASS RUN RD	MIDDLE RIVER	MD	21220	443-677-3431
DICKE, PHILIP J	JACK GREY LLC	10515 WINDLASS RUN RD	MIDDLE RIVER	MD	21220	443-677-3431
DODD, JAMES B		10701 ASSATEAGUE RD	BERLIN	MD	21811	410-310-6210

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DORSEY, MICHAEL ANTHONY	DORSEY ENTERPRISES, INC.	926 GRANDIN AVE	ROCKVILLE	MD	20851	301-461-0403
FELIX, CORY A	C. FELIX, INC.	16231 REDLAND RD	DERWOOD	MD	20855	240-372-0277
FISHER, WILLIAM M	PROJECT WILHELM LLC	14903 MCKISSON CT, APT 7E	SILVER SPRING	MD	20906	240-899-9595
GRAHAM, WILLIAM F (DE outlet)	BILLDOZER TOOLS LLC	2050 HOPEWELL ROAD	PORT DEPOSIT	MD	21904	484-256-2156
HACUNDA, PAUL E	HACUNDA ENTERPRISES, INC.	5109 OLD NATIONAL PIKE	FREDERICK	MD	21702	240-409-1851
HANN, ALAN TODD	HANN TOOLS LLC	2435 GIBSON RD	FOREST HILL	MD	21050	443-865-1660
HEINEMAN, STEPHEN J	SJH TOOLS INC.	7000 CONNECTION RD	KINGSVILLE	MD	21087	410-977-8405
HOGAN, ROBERT K	ROBERT K. HOGAN ENTERPRISES, INC.	2192 HALLMARK CT	GAMBRILLS	MD	21054	443-336-0112
HOLSWORTH, MICHAEL C	KM TOOL COMPANY LLC	120 LLEWELYN LN	HUNTINGTOWN	MD	20639	410-808-4032
HOLSWORTH, MICHAEL C	MK TOOLS LLC	120 LLEWELYN LN	HUNTINGTOWN	MD	20639	410-808-4032
HOUCK, TIMOTHY R	TIMTOOL, INC.	4406 PENSEL RD	PERRY HALL	MD	21128	410-227-8777
HURLOCK, KENNETH (DE & MD outlets)	TOOLMAN, INC.	5533 LECOMPTE RD	RHODESDALE	MD	21659	410-726-8665
KNOWLTON, PETER	KNOWLTON ENTERPRISES, INC.	710 GOVERNOR BRIDGE RD	DAVIDSONVILLE	MD	21035	301-440-0177
LABELLE, NOAH DAVID (DE outlet)	LABELLE ENTERPRISES, INC.	25281 GOLDSBORO RD	HENDERSON	MD	21640	443-786-0838
LAPE, STEPHEN W	WADE LAPE TOOLS, LLC	6741 RUNKLES RD	MOUNT AIRY	MD	21771	443-623-3776
LAYCHAK, JOHN J		48043 POST OAK ROAD	SAINT INIGOES	MD	20684	410-610-3457
LYVERS, ANNA	A & W TOOLS & EQUIPMENT, INC.	5345 LONG BEACH RD	SAINT LEONARD	MD	20685	410-610-3333
MCBRIDE, DAVID M		9630 WOODLAND RD	NEW MARKET	MD	21774	443-845-1080
MCQUEENEY, HUGH F	TOOL IT UP INC.	12482 BARNARD WAY	WEST FRIENDSHIP	MD	21794	301-367-8055
MOSER, JONATHAN B	JBM TOOLS INC.	2316 LODGE FOREST DR	SPARROWS POINT	MD	21219	443-865-7456
MOSER, LEO	L&M TOOLS, INC	7513 SPARROWS POINT BLVD	BALTIMORE	MD	21219	410-977-8421
MUELLER, LOUIS J		404 BRAXTON CT	JOPPA	MD	21085	443-910-1123
MURPHY, MICHAEL W	HOME OF CHROME LLC	7840 SHORE DR	PRESTON	MD	21655	410-829-3400
MYERS, JON E	ERIC MYERS TOOLS INC	28281 CLARKSBURG RD	DAMASCUS	MD	20872	301-943-2492
OPALKO, RICHARD J	LYVERSENTERPRISES, LLC	6015 SHELBY WAY	SAINT LEONARD	MD	20685	443-532-5579
PATEY, LARRY R	LRP TOOLS, LLC	17908 SPIELMAN RD	FAIRPLAY	MD	21733	240-675-6608
PRKNA, MICHAEL K	M PRKNA ENTERPRISES, LLC	8069 HIGHVIEW RD	PASADENA	MD	21122	410-251-2911
REDLACK, ROBERT E	REDLACK ENTERPRISES, LLC	12927 MEADOW VIEW DR	GAITHERSBURG	MD	20878	301-922-8665

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RICE, JOHN R (PA outlet)	JOHN R. RICE TOOLS LIMITED LIABILITY COMPANY	4795 WENTZ RD	MANCHESTER	MD	21102	484-883-9504
RUCKER, BRIAN A	Brian's Mess, Inc.	4701 WESTWIND DRIVE	MOUNT AIRY	MD	21771	301-704-7318
RYAN, ROBERT J.	RYAN TOOLS, INC.	3220 HAYLOFT CT	WOODBINE	MD	21797	301-674-1698
SEEDERS, CARLA J	CJS TOOLS LLC	422 WALNUT DR	EDGEWATER	MD	21037	443-454-3313
SIMMS, CHRISTOPHER A		3171 ADELINA RD	PRINCE FREDERICK	MD	20678	301-326-7073
SMITH, JONATHAN D (DE outlet)	JONATHAN SMITH LLC	18 STEAMBOAT LANDING LN	WARWICK	MD	21912	302-218-1746
SOLIS, PASTOR A	LT SOLIS VENTURES LLC	1434 HALLOWELL LN	NEW WINDSOR	MD	21776	443-605-3737
SPEAKER, JESSE B	JJ ACE TOOLS LLC	103 HOLLY WREATH DR	ABINGDON	MD	21009	443-827-8966
STANLEY, SHAUN	MID COUNTY TOOL & SUPPLY, LLC	1150 BLOOM RD	WESTMINSTER	MD	21157	443-375-8977
STOCK, GEORGE J	GJC ENTERPRISES, LLC	7732 CHARLESMONT RD	DUNDALK	MD	21222	443-621-5655
SUTTON, MICHAEL S	SUTTON TOOLS LLC	10930 DUMBARTON DR	DUNKIRK	MD	20754	240-485-8872
TALLMAN, ERIC		10217 OWEN BROWN RD	COLUMBIA	MD	21044	410-964-5458
UEBEL, RICHARD C	R U SNAPPY INC.	4301 SPRING AVE	HALETHORPE	MD	21227	443-677-6331
UNKART, ERIC F	EU TOOLS LLC	8152 LIBERTYTOWN RD	BERLIN	MD	21811	410-382-0792
UNKART, JOHN BYRON	J B & U INC.	6926 RIVER DRIVE RD	SPARROWS POINT	MD	21219	443-867-6764
VAYNER, MICHAEL	MV TOOL SOURCE, LLC	3109 RICES LN	WINDSOR MILL	MD	21244	443-564-3553
WADE, CARTER		12929 WOODBURN DR	HAGERSTOWN	MD	21742	301-988-6102
WEBB, DAVID E (PA routeS)	DAVID WEBB TOOL COMPANY INC.	5584 JOLLIE DR	FREDERICK	MD	21702	240-405-6127
WHITTINGTON, JASON	JW TOOLS LLC	11566 SIDEWINDER LANE	LUSBY	MD	20657	410-474-3524
WILLIAMS, MARK C	BAM TOOLS LLC	209 BAYSIDE DR	DUNDALK	MD	21222	410-807-2130
YATCHYSHYN, DEAN		631 NORTH MECHANIC ST	CUMBERLAND	MD	21502	301-724-8794
YOUNGBLOOD, NATHAN D	YOUNGBLOOD ENTERPRISES, LLC	15201 FERN RIDGE RD SW	FROSTBURG	MD	21532	240-362-8665
BAKER, WILLIAM		123 BAYSIDE WEST	OWLS HEAD	ME	04854	207-323-3366
BEAULIEU, BRIAN M	SNAPPY DEALS, LLC	28 HEATH RD	SACO	ME	04072	207-423-2376
CRANDALL, CALVIN T	CALVIN CRANDALL LLC	493 RIDGE RD	OAKFIELD	ME	04763	207-532-0361
DUNN, RICHARD J	R. J. DUNN, INC.	665 WINGS MILL RD	MOUNT VERNON	ME	04352	207-592-2651
FARMER, THEODORE C	TED THE TOOL MAN, INC	74 THORNE RD	SULLIVAN	ME	04664	207-610-4344

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HALVERSON, THOMAS S	HALVERSON TOOLS LLC	390 FALMOUTH RD	FALMOUTH	ME	04105	207-346-0609
HERSOM, TROY KENT		967 CROSSPOINT RD	EDGECOMB	ME	04556	207-837-3584
JOHNSON, GREGORY DEAN		19 HUTCHINS ST	SACO	ME	04072	207-284-3943
MCAFEE, JAMES W	JM TOOLS LLC	21 PINE TREE RD	BREWER	ME	04412	207-249-2449
PARKS, JOSHUA K	JP TOOLS LLC.	1 MADIGANS WAY	FALMOUTH	ME	04105	207-749-1923
PARLEE, DEREK H	PEA COVE, INC.	211 GREELEYS LANDING RD	DOVER FOXCROFT	ME	04426	207-735-8155
PEDERSEN, KARL	PITTSTON TOOLS, LLC	617 WHITEFIELD RD	PITTSTON	ME	04345	207-215-3005
PELLETIER, JONATHAN A	J. ANDY PELLETIER INC.	32 DENNIS ST	SKOWHEGAN	ME	04976	207-431-2301
REERA, ROBERT J	Happy Snappy, Inc	77 MEADOW RD	RAYMOND	ME	04071	603-998-6013
RICHARDS, FRANKLIN	FR TOOLS, LLC	63 CHARLES DR	HOLDEN	ME	04429	207-852-1511
RICHARDS, JOSEPH F	MOUNTAIN TOP ENTERPRISES, LLC	3 HEMLOCK ST	WINSLOW	ME	04901	207-680-0893
STPETER, AARON R	A.R.S. TOOL SALES	516 LAMBERT RD	BREWER	ME	04412	207-478-9847
WEATHERBEE, RAYMOND C (NH outlet)	NORTHEAST TOOLS & EQUIPMENT, LLC	49 PAVILION RD	CORNISH	ME	04020	603-344-5033
WECKBACHER, BRANDON J	PINE MEADOW TOOLS, LLC	46 PORTLAND LN	BROWNFIELD	ME	04010	603-733-8057
WILSON, BARRY A	BARRY A. WILSON TOOL CO., INC.	77 SANDBAR RD	WINDHAM	ME	04062	207-632-4023
ABNER, JEFFREY W	JACK TOOLS & EQUIPMENT, LLC	14778 BANGHAM RD	ALBION	MI	49224	517-499-6673
ANICK, BENJAMIN J	ANICK TOOLS LLC	36163 EDMAN ST	HARRISON TOWNSHIP	MI	48045	586-201-3164
ANNIS, JAMES LEE	JIM ANNIS TOOLS LC	6632 EAST HWY M 89	RICHLAND	MI	49083	269-207-4208
BEHM, JAMES M	J & Z TOOLS, LLC	21706 DEAN ST	ROMULUS	MI	48174	734-552-8822
BIZZOCCHI, DANIEL PAUL		16325 MILLAR RD	CLINTON TOWNSHIP	MI	48036	313-732-5000
BROWNING, WAYNE VIRGIL	LAKESIDE CO., LLC	25942 DUTCH SETTLEMENT ST	DOWAGIAC	MI	49047	269-462-0058
BYARD, TRAVIS W	TBYRD TOOLS LLC	4260 MELITA RD	STANDISH	MI	48658	989-293-1754
CHAPMAN, JASON W	CHAPMAN TOOLS, LLC	2551 LAKE DRIVE SE	EAST GRAND RAPIDS	MI	49506	616-889-2054
COLLINS, KEVIN P **	COLLINS SALES COMPANY LLC	1423 S WARREN AVE	SAGINAW	MI	48601	989-239-5014

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COUSINO, KENT WILLIAM (OH outlet)	K C TOOLS LLC	8673 MARY MEADOWS	TEMPERANCE	MI	48182	419-367-5498
DANIELS, ERIC R	M & B TOOLS LLC	4010 STONE POST RD	NEWPORT	MI	48166	734-642-5088
DEGRAEVE, JESSE C	JCD SALES & SERVICE LLC	317 W NINTH ST	TRAVERSE CITY	MI	49684	231-883-4705
DELEON, BERT C	BERTMAN TOOLS, LLC	14341 JEEPERS RIDGE	GREENVILLE	MI	48838	616-835-1533
DERDERIAN, RONALD CRAIG	R & D TOOLS, INC.	7018 N VERNON ST	DEARBORN HEIGHTS	MI	48127	313-310-5293
DINKOLLARI, DESART	EAGLES TOOLS DISTRIBUTION LLC	33540 HARVARD AVE	WESTLAND	MI	48186	734-658-0123
DZIESINSKI, BRADLEY D	DZIESINSKI TOOLS LLC	851 W PICKARD RD	MOUNT PLEASANT	MI	48858	989-255-7760
EPKER, BRENDON T	EPKER TOOLS L.L.C.	4609 REDWING CT SW	GRANDVILLE	MI	49418	847-404-6064
EPKER, MICHAEL C	CGC TOOLS, LLC	6808 ALWARD DR	HUDSONVILLE	MI	49426	847-404-4838
FENBY, GERALD W	FENBY TOOLS, LLC	136 EASTSHORE DR	JEROME	MI	49249	517-214-1217
FLORES, ALI F	FLORES TOOLS LLC.	27944 SOUTH MOCKINGBIRD DR	FLAT ROCK	MI	48134	313-701-8854
FLORES, ALI F	TOOLS UNLIMITED LLC	27944 SOUTH MOCKINGBIRD DR	FLAT ROCK	MI	48134	313-701-8854
FLUTY, JOSEPH L	JOE FLUTY LLC	3567 SEVEN MILE RD	BAY CITY	MI	48706	989-992-1757
GALLANT, GRANT D	GALLANT, LLC	777 HENDRIE BLVD	BAY CITY	MI	48706	989-280-2651
GEHRKE, MATTHEW A	MG REMANUFACTURING, LLC	4120 W STATION RD	GREENVILLE	MI	48838	616-824-1159
GEHRKE, SAMUEL L	TOOL TYME LLC	4842 FLICKER DR	SHERIDAN	MI	48884	616-824-1733
GLASGOW, SEAN M	906 TOOL TRUCK, LLC	66 SMITH LN	MARQUETTE	MI	49855	906-250-6806
GOOD, DAVID EARL		821 OBERLIN RD	GLADWIN	MI	48624	989-205-2023
HARTSUFF, THOMAS EUGENE		9778 COLEMAN RD	HASLETT	MI	48840	517-719-5442
HARTSUFF, WILLIAM GERALD	BILL AND JEANNE'S TOOLS LLC	10826 KINGSLAND HIGHWAY	EATON RAPIDS	MI	48827	517-202-7412
HASS, MICHAEL J (IN outlets)	HASS TOOL SALES, LLC.	7260 5TH ST	EAU CLAIRE	MI	49111	269-635-9996
HATHAWAY, SCOTT A	SCOTT TOOLS LLC	3250 NORTON RD	HOWELL	MI	48843	517-861-1151
HENDRICK, CHAD S	HENDRICK TOOLS LLC	4300 3 MILE RD NE	GRAND RAPIDS	MI	49525	616-366-5280
HOOD, JOSHUA P	HOOD TOOLS LLC	3239 INNSBROOK DR	OWOSSO	MI	48867	517-667-8594
KLIEMANN, JAMES M	J & S TOOLS, LLC	413 MICHIGAN AVE	BERRIEN SPRINGS	MI	49103	269-357-4554
KOHLHAUS, ROBERT H	RHK SALES AND SERVICE LLC	2730 US 131	SOUTH BOARDMAN	MI	49680	989-817-8799

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
LAWLER, DAVID A (MI & OH outlets)	D&B TOOLS, INC.	424 S MAUMEE ST	TECUMSEH	MI	49286	734-478-8286
LEHNERT, KURT T	K.L. TOOLS LLC	9503 JACK PINE DR	WEST OLIVE	MI	49460	616-218-8875
LINTON, ERIC J	KDL TOOLS LLC	9383 BEERS RD	SWARTZ CREEK	MI	48473	810-247-7489
LONDON, DAVID JACK *(Estate of)*		607 E SLEIGHTS RD	TRAVERSE CITY	MI	49684	231-620-3862
LUTE, RICHARD JOHN	R & K Tools, Inc.	781 E HARRISON RD	ALMA	MI	48801	989-330-2299
MACEWEN, ERNEST WILLIAM	JKM TOOLS LLC	11429 ARMSTRONG RD	SOUTH ROCKWOOD	MI	48179	313-550-2491
MAGYAR, GARY MICHAEL	RYEL TOOLS, L.L.C.	47755 ROYAL POINTE DR	CANTON	MI	48187	734-732-1457
MARTIN, THOMAS R		749 PATRICIA RD	ALGER	MI	48610	989-915-7059
MARTZ, TRAVIS P	TM TOOLS LLC	2771 BAYLOR POND CT	HUDSONVILLE	MI	49426	616-881-1620
MAYO, ALLEN L	SUPERIOR TOOLS LLC	5000 FRUIT RIDGE AVE NORTHWEST	GRAND RAPIDS	MI	49544	616-560-9780
MCCARTER, JAMES M		1870 BAMBY LN	MILFORD	MI	48381	810-358-5204
METZGER, BRIAN JOHN	METZGER, INC.	3305 BAUM RD	AUGRES	MI	48703	989-751-5734
MOENING, MARK E	M&J TOOLS, LLC	16220 QUAKERTOWN LN	LIVONIA	MI	48154	734-620-1980
MOORE, JAMES B	PATRIOT TOOLS LLC	11091 HEGEL RD	GOODRICH	MI	48438	248-310-1446
MOSSMAN, LANCE	MOSSMAN SALES, LLC	3233 N IRISH RD	DAVISON	MI	48423	810-964-7446
NEWMAN, AARON L	AARON NEWMAN TOOLS, LLC	2105 NEWPORT CT	WOLVERINE LAKE	MI	48390	248-504-1966
NICHOLS, JOHN AIKEN (IN outlet)		1840 W RIVER RD	NILES	MI	49120	574-274-2600
OZOLINS, ERIK H	TOOLWORX LLC	682 8TH AVE	BYRON CENTER	MI	49315	616-914-4117
PARKHURST, COLLIN D	PARKHURST TOOLS LLC	5300 15 MILE RD NE	CEDAR SPRINGS	MI	49319	616-232-0115
PARLBERG, PATRICK A	PATRICK PARLBERG TOOLS, LLC	1086 WAYNE RD	ALPENA	MI	49707	989-321-1548
PARSHALL, JEFFREY (IN outlet)	J & S TOOL SALES LLC	655 HAMMAN RD	READING	MI	49274	517-227-0838
PATTON, DEREK D	D&R TOOLS L.L.C.	567 WEST VIENNA ST	TEMPERANCE	MI	48182	734-552-1102
PERPICH, MICHAEL T	Perpich Capital Group, Inc.	PO BOX 219	FIFE LAKE	MI	49633	231-392-6757
PYKE, DONALD HERBERT		58633 CHRISTOPHER RD	RAY	MI	48096	586-855-1252
QUINN, JOHN ARTHUR (OH outlet)	JOHNNY'S TNT LLC	8778 SCHROEDER RD	OTTAWA LAKE	MI	49267	419-392-8665
RAAD, JOHN LOUIS	JOHN L RAAD LLC	17374 MILLAR	CLINTON TOWNSHIP	MI	48036	586-615-2315

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
RAAD, JOHN LOUIS	R&J TOOL CORPORATION	17374 MILLAR	CLINTON TOWNSHIP	MI	48036	586-615-2315
RAAD, JOHN S	JOHN'S TOOLS LLC	17374 MILLAR RD	CLINTON TOWNSHIP	MI	48036	586-405-1668
RINKE, ROBERT C	ROBERT C RINKE L.L.C.	5100 ROCHESTER RD	DRYDEN	MI	48428	810-542-0082
RIZZOLO, LOUIS MATTHEW	THE RIZZOLO GROUP, INC.	23344 COUNTY ROAD 375	MATTAWAN	MI	49071	269-998-2464
ROSS, JAMES C	JCR TOOLS AND PERFORMANCE LLC	18090 130TH AVE	FRUITPORT	MI	49415	231-788-8895
SEELEY, BRYCE DALE	BRYCE SEELEY, INC.	6499 WESTLAKE DR	ELMIRA	MI	49730	989-370-0515
SHREVE, DOUG	DOUG'S TOOLS LLC	14720 21 MILE RD	MARSHALL	MI	49068	269-317-7421
SIDERS, ETHAN J	SIDERS TOOLS LLC	6204 LARCH TR	LAKE	MI	48632	810-938-5700
SIGMANN, EDWARD C	SIGMANN TOOLS LLC	6398 EAST HOLLY RD	HOLLY	MI	48442	248-310-1814
SIUDA, DANIEL M	AAC TOOLS LLC	2085 WATER ST	MANISTEE	MI	49660	231-510-4711
SMALLEY, AARON C	SMALLEY TOOLS, INC.	3551 PRIEMER ROAD	UBLY	MI	48475	989-395-0016
SOSS, BRYAN W	B S TOOLS LLC	13174 LOGAN RD	MANCHESTER	MI	48158	419-376-4077
SPAINHOWER, TERRY LEE		11365 O DELL RD	LINDEN	MI	48451	810-459-2988
STACY, DENNIS PATRICK		5135 GREEN ARBOR DR, BOX 502	GENESEE	MI	48437	810-516-7991
TAYLOR, TODD ALLEN		2541 N LAKE PLEASANT RD	HILLSDALE	MI	49242	517-320-0032
TESSMAN, WAYNE W	TESSMAN & COMPANY, INC.	18904 18 MILE RD	LEROY	MI	49655	231-878-6406
TIMMERS, WILLIAM LOUIS	B & L TOOLS, LLC	4280 3 MILE RD NE	GRAND RAPIDS	MI	49525	616-437-6639
WELLMAN, RANDALL K	WELLMAN TOOLS, LLC	11920 W CUTLER RD	EAGLE	MI	48822	517-526-2807
WILCOME, BENJAMIN A	BEN'S TOOL BOX LLC	156 DICKINSON ST	MOUNT CLEMENS	MI	48043	586-805-0442
WILCOME, DAVID KEITH		29580 OLD NORTH RIVER RD	HARRISON TOWNSHIP	MI	48045	313-570-8935
WILLIAMS, DAVID E	DAVE'S TOOLS, LLC	20879 WEST BURT ROAD	BRANT	MI	48614	810-240-8604
WLUDYKA, RICHARD T	RTW TOOLS, LLC	13212 WALNUT ST	SOUTHGATE	MI	48195	734-250-1593
WOODS, ROBERT BLAKE	BW TOOLS LLC	4217 PHILLIPS	METAMORA	MI	48455	810-691-5033
YURKOVICH, DAVID D	D & M TOOLS LLC	29331 TAMARACK DR	FLAT ROCK	MI	48134	734-231-2586
ABRAHAM, ERIC ALLEN	ABRAHAM'S TOOLS, LLC	19670 ORCHID ST NW	ANOKA	MN	55303	612-816-4327
ADAMIETZ, PATRICK J	A TO Z TOOLS LLC	5108 ELEANOR LN	MINNEAPOLIS	MN	55429	763-670-8965

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ALFORDS, TIMOTHY SCOTT	ALFORDS TOOLS LLC	27933 112TH STREET	ZIMMERMAN	MN	55398	763-300-8584
BLACKKETTER, DANIEL F	BLACKWATER TOOLS LLC	629 COUNTY RD 10 NW	WATERTOWN	MN	55388	612-245-5384
BLACKKETTER, SCOTT M	BLACKKETTER TOOLS LLC	650 COPPER CT	WACONIA	MN	55387	763-244-9546
COUCH, GARY GORDON	TOOL DOCTOR INC.	11401 STONERIDGE CIRCLE	DAYTON	MN	55327	612-386-3013
DEMARS, JASON E		3671 HAMLET AVE N	SAINT PAUL	MN	55128	612-203-3626
DOBESH, ROBB PAUL	WESTSIDE TOOLS LLC	8609 TRISTA LANE EAST	SAINT BONIFACIUS	MN	55375	612-701-0003
DOYLE, JEFFREY T		26952 VASSAR ST NE	STACY	MN	55079	763-250-0255
ERICKSON, STEVEN C	ERICKSON TOOL COMPANY LLC	13186 WOODCOCK BLVD	SPICER	MN	56288	320-979-1767
ERNHART, BRIAN K	ERNHART TOOL SALES LLC	540 PARK ST EAST	NEW GERMANY	MN	55367	612-205-6611
ESTABROOK, TOD A	TAE TOOLS LLC LIMITED LIABILITY COMPANY	315 4TH STREET SW	RED LAKE FALLS	MN	56750	218-452-8030
EVANS, JOSHUA N	TECHTOOLS L.L.C.	304 7TH ST SE	HAYFIELD	MN	55940	507-208-3259
FIELD, JAMES PATRICK		21770 WAGON WHEEL TRAIL	LAKEVILLE	MN	55044	612-860-5189
FIELDS, ERIC J	USA TOOLS LLC	19035 FILLMORE ST NE	EAST BETHEL	MN	55011	612-309-4953
HANEY, JAMES MICHAEL	JMH TOOLS, LLC	7135 LOWER 170TH CT W	ROSEMOUNT	MN	55068	651-755-0826
HANSON, WILLIAM J	Minnesota Valley Tools, Inc.	349 EAST SCHLIEMAN AVE	APPLETON	MN	56208	320-297-0768
HEMENWAY, JEFFREY C	HEMENWAY TOOLS LLC	12900 MEADOW VIEW LN	DETROIT LAKES	MN	56501	218-255-6045
HICKS, WILLIAM G	WLC ENTERPRISES LLC	56683 116TH AVE	ALTURA	MN	55910	507-313-2616
HINCK, CALEB R	Hinck Enterprise L.L.C.	2324 COUNTY RD 102 NE	EYOTA	MN	55934	507-273-7277
HOKANSON, MARK P	MPH TOOLS, LLC	38946 YORKSHIRE RD	SAUK CENTRE	MN	56378	320-429-5107
JENNEN, JEROME MICHAEL		17628 250TH ST	FERGUS FALLS	MN	56537	218-639-0901
JUDD, ANTHONY K	NOLTEA ENTERPRISES LLC	4132 HIDDON POND TRL NE	PRIOR LAKE	MN	55372	612-578-4656
KALINA, NEAL EDWARD	KALINA TOOL SERVICE LLC	10465 275TH AVE	LOWRY	MN	56349	320-815-4149
LINDERHOLM, ANDREW W	LINDERHOLM TOOLS INC	723 CALDER AVE SE	BUFFALO	MN	55313	952-956-2788
MATSON, THOMAS R	MATSON HOLDINGS, INC.	3908 COUNTY ROAD 30 SOUTHWEST	WAVERLY	MN	55390	952-457-9976
MCINTYRE, AARON J	RAM Tools, LLC	21691 186TH ST NW	BIG LAKE	MN	55309	612-306-2767
MCROBERTS, JOSEPH N	IRON RANGE TOOLS L.L.C.	406 S 4TH AVE, APT 12	VIRGINIA	MN	55792	218-235-1211

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MILLAR, JEFFREY LEE (ND outlet)		38858 265TH ST SW	FISHER	MN	56723	218-779-3522
MILLER, PAUL RONALD	MILLER TIME TOOLS LLC	39177 190TH STREET	GREEN ISLE	MN	55338	612-756-4556
MILLER, WADE CHARLES	NOPANS LLC	974 135TH ST SW	PILLAGER	MN	56473	612-518-9990
MOES, SHAWN M	M4 TOOLS LLC	59706 205TH STREET	LITCHFIELD	MN	55355	612-720-3551
MOTSCHENBACHER, BRENT JON	TURBOS TOOLS LLC	403 W PRAIRIE AVE	ELIZABETH	MN	56533	218-849-1470
QUARNSTROM, DEAN A	DQ TOOLS LLC	7090 330TH TRAIL	STACY	MN	55079	763-219-3828
RADECKI, RICK WANYE		7217 CARTISIAN AVE N	BROOKLYN PARK	MN	55428	612-701-7627
ROBERTSON, JOSEPH E	TEUFEL'S TOOLS LLC	844 POPLAR DR SE	KIMBALL	MN	55353	612-203-0892
ROBINSON, JORDAN L	ROBINSON FAMILY TOOL'S L.L.C.	168 CEDAR ST SE	MAZEPPA	MN	55956	507-272-9412
SCHULTZ, BRANDON L	THE TOOL TECH LLC	3743 50TH AVE SE	ROCHESTER	MN	55904	507-951-9734
SHERMAN, THOMAS WILLIAM	SHERM'S TOOLS, INC.	25835 TUCKER RD	ROGERS	MN	55374	612-232-2460
SIPPEL, JAY D		507 S PASSAGE SW	ISANTI	MN	55040	651-815-5109
STAHL, MICHAEL JOSEPH		10523 CHESTNUT CIR	CHAMPLIN	MN	55316	612-408-2430
STEIN, ALEXANDER J	AJS TOOLS LLC	21986 181ST ST NW	BIG LAKE	MN	55309	763-443-0038
STEIN, JEFFREY GEORGE	STEIN TOOLS, LLC	670 BENTON ST	ANOKA	MN	55303	763-442-9457
SVENDSEN, PARKER S (WI outlet)	ST. CROIX TOOL COMPANY LLC	14298 56TH ST N	STILLWATER	MN	55082	715-410-8433
TANSKI, BRYCE A	TANSKI TOOLS LLC	10430 GRAND OAKS TRL	WOODBURY	MN	55129	612-685-1843
TARRENCE, JOSHUA L		513 RED APPLE DR	LA CRESCENT	MN	55947	507-459-4310
TAYLOR, NEIL E	TAYLOR TOOLS LLC	15544 60TH AVE SOUTH	GLYNDON	MN	56547	701-361-1068
ULRICH, DAVID J	BRADLEY VENTURES LLC	414 UNION ST	MANKATO	MN	56001	507-381-9482
VERHELST, GREGORY J	Verhelst Tools LLC	360 6TH ST	LAFAYETTE	MN	56054	507-829-0340
WOLF, BRADLEY J	B.J.W TRUCKING INC.	2014 MEADOW ST	COLOGNE	MN	55322	952-913-2793
BAYSINGER, ROBERT B	BAYSINGER TOOLS LLC	62148 HWY 21	ELLINGTON	MO	63638	573-604-2024
BECERRA, BRENTON M		14820 N WINAN RD	PLATTE CITY	MO	64079	816-244-0152
BENCH, BRIAN L		807 SOEST RD	ROLLA	MO	65401	573-694-6853
BROWN, DARYL RAY	DARYL BROWN'S TOOLS LLC	1770 DERHAKE RD	FLORISSANT	MO	63033	314-952-2774
CARL, STEVEN G	S&S Tools LLC	23560 MIDDLE DR	SAINTE GENEVIEVE	MO	63670	573-760-6148
CHAMBERS, ADAM M	CHAMBERS TOOLS, LLC	1458 DAVIS BRIDGE RD	REPUBLIC	MO	65738	417-493-8093

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COBB, DANIEL C	COBB TOOL SALES, LLC	317 HIGHWAY JJ	HIGH HILL	MO	63350	636-359-1945
CRIDER, MARK A	CRIDER TOOLS, LLC	121 E 2ND ST	WASHINGTON	MO	63090	636-584-3248
DANNENMUELLER, NATHAN E	NATEMAN TOOLS, LLC	20369 WILD TURKEY CREEK DR	WARRENTON	MO	63383	636-544-4102
DAVIS, JEREMIAH J	J DAVIS TOOLS, LLC	3055 W BOTNER RD	COLUMBIA	MO	65202	636-795-9344
DAVIS, TIMOTHY M	T. DAVIS, LLC	517 CHELE DR	SAINT CHARLES	MO	63304	314-303-6247
DENT, JASON D	JD Tools, LLC	150 OLD WELL LANE	KIRBYVILLE	MO	65679	417-294-0650
DIETIKER, JOHN M	JMD Tool Service, LLC	5009 ROSA AVE	SAINT LOUIS	MO	63109	314-873-8980
ELLIOTT, MICHAEL LYNN	MIKE ELLIOTT INC.	10544 STATE HWY P	POTOSI	MO	63664	314-369-5716
FRY, JAMES W	JIM FRY THE TOOL GUY LLC	307 NW 601ST RD	CLINTON	MO	64735	816-680-8338
GIBSON, MATTHEW D	MATHEW GIBSON INC	10213 EMPIRE RD	MINERAL POINT	MO	63660	573-747-7686
GOMEZ, CHRISTOPHER S	GO-GO TOOLS, INC.	26 BIG OAK DR	SAINT PETERS	MO	63376	314-779-5807
GUFFEY, CHAD	GUFFEY TOOLS & EQUIPMENT LLC	3333 HWY 24 W	HUNTSVILLLE	MO	65259	660-651-0786
HANNA, MARK DWAYNE		10175 STATE RT C	SAVANNAH	MO	64485	816-390-2389
HEINLEIN, JERROD G	OZARK TOOLS LLC	6328 RED BARN RD	OSAGE BEACH	MO	65065	405-558-1117
HEMME, KENT DERRICK	KENT HEMME TOOL SALES, LLC	30709 E 38TH STREET	GRAIN VALLEY	MO	64029	816-616-2580
HOEFER, WYMAN	HOEFER HANDTOOLS LLC	404 COOK AVE	CHAFFEE	MO	63740	573-986-8788
HOUSE, NICKOLAS D	BRICK HOUSE TOOLS LLC	807 N LAYNE DR	MALDEN	MO	63863	573-281-8076
HUBBARD, MICHAEL G	MH TOOL SALES LLC.	145 ROYALLPRAIRIE LN	O FALLON	MO	63368	314-616-5550
IAGUESSA, ANTHONY A	TOOL TIME TONY INCORPORATED	3262 EAST FARM ROAD 88	SPRINGFIELD	MO	65803	417-689-2224
KLEOPPEL, RANDOL R (KS & MO outlets)	RK SALES & SERVICE, LLC	5358 GIBSON RD	ODESSA	MO	64076	816-716-8308
KLEOPPEL, TRAVIS J	KLEOPPEL TOOLS LLC	12016 STATE RT 33	KEARNEY	MO	64060	816-807-6997
KLEOPPEL, WILLIAM B	BK TOOLS, LLC	411 S 5TH ST	ODESSA	MO	64076	816-517-5799
LONG, STEVEN C	SCL TOOLS, LLC	9016 E 73RD ST	RAYTOWN	MO	64133	816-718-0399
MANN, PEARCE ROBERT		1 EL CABALLO	WELDON SPRING	MO	63304	314-795-2973
MCWHORTER, TIMOTHY K	T&D TOOLS, LLC	5125 N HARVEY LN	SPRINGFIELD	MO	65803	417-224-5516
METZEN, STEVEN MARK	Steve's Tools, LLC	8118 N HICKORY DR	COLUMBIA	MO	65202	573-881-0751
MICHEL, TIMOTHY J	MICHEL CONTRACTING, LLC	11835 STAVE MILL RD	CABOOL	MO	65689	417-293-8529
MOORE, BRUCE RICHARD	BRUCE MOORE TOOLS LLC	1464 NOCHE LN	FENTON	MO	63026	314-971-1464

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MOORE, JERRY DEE		12650 E REMIE RD	CENTRALIA	MO	65240	573-864-5797
MORGAN, BRUCE A	BRUCE MORGAN, LLC	10371 HARBISON TRL	MINERAL POINT	MO	63660	573-747-6300
PEARCY, BRENT JEFFREY	BP TOOL SALES, INC.	18175 S OLD ROUTE A	HARTSBURG	MO	65039	573-690-9334
PEARCY, BRENT JEFFREY	B & R TOOL SALES, LLC	18175 S OLD ROUTE A	HARTSBURG	MO	65039	573-690-9334
PREFFITT, TYLER M	PREFFITT TOOLS, LLC	77 SHERIDAN RD	FAIR GROVE	MO	65648	417-299-1062
RHEA, CARL E	CR TOOLS, INC.	7115 N AMES AVE	KANSAS CITY	MO	64151	816-210-8116
ROBISON, GREGG	ROBISON TOOLS LLC	8077 VARNER RD	ODESSA	MO	64076	816-591-5875
ROTH, MICHAEL E	M & J ROTH ENTERPRISES INC.	1104 E CHESTNUT CT, UNIT A	SAVANNAH	MO	64485	402-679-7425
ROUNDS, LAWRENCE W	ICT TOOLS LLC	30549 MARIGOLD RD	SEDALIA	MO	65301	660-287-7934
RUDKIN, RANDY L	RUDKIN TOOL CO., LLC	13008 E 147TH ST	KANSAS CITY	MO	64149	816-832-6701
SKAGGS, SHANE R	SOCKET2ME LLC	8733 FINCH DR	NEOSHO	MO	64850	407-404-0986
SMITH, WADE NELSON	SMITH TOOL SALES, LLC	7060 SE RAVEN RD	CAMERON	MO	64429	816-649-8519
SNOWDEN, ERIK P.D.	E S TOOLS LLC	6341 HARVARD AVE	RAYTOWN	MO	64133	816-255-6206
STEGER, KARL B	KDK TOOLS LLC	1032 ARBORGATE CT	FENTON	MO	63026	573-480-3372
TAYLOR, JEFFREY L	TAYLOR TOOLS, LLC	13587 GROUSE LN	LEBANON	MO	65536	417-733-6895
THOMPSON, CHRISTOPHER P	CRT BUSINESS VENTURES LLC	805 NICHOLAS LANE	CARL JUNCTION	MO	64834	417-499-2377
WIEGAND, GUY R	GLORY BOUND LOGISTICS, LLC	708 WHITE OAK RD	ROGERSVILLE	MO	65742	417-259-1714
YOUNG, JUSTIN C	EDJ TOOLS LLC	1303 FIELDSTONE TR, #110	FENTON	MO	63026	314-939-9291
ZACH, TODD J	Big Guy Tools LLC	10532 CONCORD SCHOOL RD	SAINT LOUIS	MO	63128	314-583-7652
BROADWAY, CAYCE E	BROADWAY TOOLS LLC	6050 GETWELL RD	HERNANDO	MS	38632	901-674-5060
COURREGE, BERTRAM O	COURREGE ENTERPRISES LLC	4000 SANDY HILL LN	KILN	MS	39556	228-806-4499
CROSS, CHARLES J	CROSS TOOLS LLC	4834 VICTORIA CV	NESBIT	MS	38651	662-806-8827
DAVIS, JOEL VERNON (AR outlet)	JD TOOLS LLC	4515 HOLLY SPRINGS RD	HERNANDO	MS	38632	901-461-1218
DECK, DEREK L	DECK TOOL, LLC	512 REED DR	CLEVELAND	MS	38732	662-809-6477
FORMAN, JOHN F	JOHN FORMAN LLC	1244 HALEY RD	TERRY	MS	39170	601-502-3333
FRANKLIN, MICHAEL C	F5 TOOLS & EQUIPMENT LLC	929 SYCAMORE ST	GRENADA	MS	38901	662-310-6453
FRICKER, DONALD SCOTT		15 BUS HWY 7 NORTH	ABBEVILLE	MS	38601	662-816-8938
HAZEL, DONALD K	NWW, INC.	116 ROAD 1350	TUPELO	MS	38801	662-678-6085
HICKMAN, BRANDON L (TN outlet)		515 E 4TH ST	CORINTH	MS	38834	662-664-0713

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MIDDLETON, JOHN R	MIDDLETON TOOLS LLC	5081 FISHER FERRY RD	VICKSBURG	MS	39180	601-631-1005
MILES, DENNIS E (TN outlet)	DM TOOLS LLC	910 MECKLENBURG CV	SOUTHAVEN	MS	38671	901-834-0426
MIRE, JAMES FRANCIS (LA outlet)		39 GREENWOOD PLANTATION RD	NATCHEZ	MS	39120	601-431-3799
PARKER, GARY DANIEL	PARKER TOOLS LLC	194 BURNTBRIDGE RD	ELLISVILLE	MS	39437	601-319-7627
PRITCHETT, MARK J (AL & MS outlets)	MJP ENTERPRISES, LLC	13331 COUNTRY LN	BILOXI	MS	39532	228-697-2028
SAUCIER, LARRY EDWARD	LARRY SAUCIER ENTERPRISES, INC	18326 PINERIDGE TRL	SAUCIER	MS	39574	228-365-6570
STRANGE, ROBERT GLYNN (TN outlet)	STRANGE TOOLS AND EQUIPMENT LLC	687 GOLDEN WAY	COLDWATER	MS	38618	901-361-3605
THORNBURG, DEREK V	MAGNOLIA TOOLS & EQUIPMENT, LLC	640 OLD HICKORY RD	GRENADA	MS	38901	662-809-7469
WEST, GEORGE S	S&S Tools, Inc.	30 ASBURY DR	STARKVILLE	MS	39759	731-514-3770
WILSON, HERSCHEL W	SCREWDRIVER'S TOOLS, LLC	873 COUNTY ROAD 373	SHANNON	MS	38868	662-231-0216
BART, ERIC N	BEST TOOLS LLC	5619 HAYNES RD	SHEPHERD	MT	59079	559-381-3074
CORBITT, COREY C	C & L Tools, Inc.	4560 DEAL LN	HELENA	MT	59602	406-422-6465
DINGESS, GERALD M	JD TOOLS LLC	7004 JENAYA COURT	MISSOULA	MT	59803	406-880-8665
EBERT, MICHAEL SEAN	EBERT TOOL COMPANY	PO BOX 1132	GREAT FALLS	MT	59403	406-590-0440
EMERSON, CHRISTOPHER V	EMCO TOOLS LLC	307 EDGEWOOD DR	KALISPELL	MT	59901	406-224-3032
FLOYD, GILBERT L	FORGED IN STEEL SOLUTIONS, LLC	240 GLENHAVEN DR	BILLINGS	MT	59105	406-855-7599
HOPE, RODNEY C	HOPE'S TOOLS LLC	2223 HILLSIDE DR	MISSOULA	MT	59803	406-210-0121
JAHNER, BRIAN LEE	JAHNER TOOLS, INC.	5816 JAY LN	MISSOULA	MT	59803	406-880-4423
PEASLEY, DEAN R		240 9TH ST EAST, APT 101	KALISPELL	MT	59901	406-499-0303
POPP, CHARLES TIMOTHY		2494 KOTTAS COURT #15	EAST HELENA	MT	59635	406-459-0165
ROMANCHUK, KALVIN C	KALVIN ROMANCHUK TOOLS, LLC	808 54TH ST S	GREAT FALLS	MT	59405	406-781-5896
SIMMONS, DUSTIN M	DMS TOOL, LLC	311 SHELTER GROVE CIR	BOZEMAN	MT	59718	406-581-1576
THOMSON, GREG R	TNT TOOLS, INC.	5920 CREEKVIEW	SHEPHERD	MT	59079	406-672-8444
VOSS, KENNETH J	KENNY'S TOOLBOX LLC	270 GREGSON LN	ANACONDA	MT	59711	360-239-8341
YOUREE, JIMMIE LEE JR.	YOUREE ENTERPRISES, INC.	2716 ALEXANDER RD	BILLINGS	MT	59105	406-670-4244

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BONDS, BENNY DALE	S & B TOOL COMPANY INC	5409 SOUTH NEW HOPE RD	BELMONT	NC	28012	704-861-7777
BONSIGNORE, WILLIAM J	OH SNAP TOOL COMPANY, INC.	171 TENNESSEE CIRCLE	MOORESVILLE	NC	28117	704-780-0520
BROWER, CHRISTOPHER M	SNAPPY'S TOOL SALES, LLC	825 KILDEE CHURCH RD	RAMSEUR	NC	27316	336-215-8268
BRUSAW, NATHAN A	NB TOOLS LLC	176 RIVER WINDING RD	JACKSONVILLE	NC	28540	910-330-9209
CALI, GARY	KID CALL, LLC	1004 CANTERBURY CT	YOUNGVILLE	NC	27596	585-329-8665
CAMPBELL, ROBERT L	NOMAD TOOLS LLC	142 TRINITY DRIVE	KING	NC	27021	336-995-2599
CREWZ, RANDALL E	TEC TOOLS, INC.	4412 ABBEY PARK RD	KERNERSVILLE	NC	27284	847-366-5649
DANIEL, RONNIE G	R&G TOOL DISTRIBUTION, LLC	19 CROFOOT TRL	ASHEVILLE	NC	28804	828-273-1500
DAVIS, WAYNE R (SC outlets)	WAYNE R. DAVIS TOOLS, LLC	6918 BIRDSONG LN	WAXHAW	NC	28173	704-564-7960
DEAN, DAVID A	D DEAN TOOLS INC.	175 EARL KIMBER RD	BURLINGTON	NC	27217	336-343-7634
DEBARTOLO, MICHAEL J	DB TOOLS & EQUIPMENT, LLC	272 KENTUCKY DR	CLAYTON	NC	27527	919-634-4500
DELAPLANE, SCOTT E	ODIN'S EDGE, LLC	310 CRYSTAL SPRING DR	HENDERSONVILLE	NC	28739	828-772-7917
DOWDY, CHARLES J	ROWDY DOWDY TOOLS LLC	93 BIG SKY DR	LEICESTER	NC	28748	828-774-9684
DOWDY, JUSTIN R	DOWDYS AUTOMOTIVE LLC	9414 MACHADO DR	INDIAN TRAIL	NC	28079	704-962-2247
DRESSLER, ANTHONY G	E&E PERFORMANCE TOOLS LLC	300 S FIRESTONE ST, APT 501	GASTONIA	NC	28052	704-799-5553
DURBIN, CHRISTOPHER L	TOP NOTCH TOOLS L.L.C.	6200 DONNYBROOK RD	RALEIGH	NC	27606	919-475-4944
ELLER, JACK G		565 ROM ELLER RD	FERGUSON	NC	28624	828-200-5108
ENGER, COREY D		5501 WHISPER CREEK LN	WILMINGTON	NC	28409	919-306-0042
FARNSWORTH, JOHN BRYAN	B & A TOOL COMPANY, INC.	1649 STONE PINE DR	GASTONIA	NC	28056	704-718-8171
GARCIAJUAREZ, DAVID	DG TOOLS INC.	8118 ASHWOOD DR	CHARLOTTE	NC	28215	704-779-9655
GREEN, KYLE MARTIN	LKN TOOLS, INC.	21010 RIO ORO DR	CORNELIUS	NC	28031	704-607-9421
GREVELDING, TIMOTHY C	EPK TOOLS INC.	975 HARDESTY FARM RD	NEWPORT	NC	28570	315-256-3318
HANSON, JONATHON W	HANSON TOOLS, LLC	1165 JONES RD	MOUNT ULLA	NC	28125	704-426-9475
HENDERSON, DARRELL WILLIAM	Henderson Tool, INC	7624 STONY HILL ROAD	WAKEFOREST	NC	27587	919-610-9797
HERBOWY, KEVIN M	HERBOWY TOOL COMPANY	11 KING WILLIAM CT	RALEIGH	NC	27613	919-931-7031
JOHNSON, YANCY L	FANCY YANCY TOOLS, LLC	214 SMITH RD	MOUNT HOLLY	NC	28120	980-228-0005
JONES, DALE E		110 W PETTIE SHORE DR	COFIELD	NC	27922	252-209-1044
KALLAM, GREGORY J	GREG'S TOOL SALES INC.	3811 MADISON AVE	GREENSBORO	NC	27403	336-430-1414
KEIM, DERRICK W	DK TOOLS, INC.	103 N PEAVY LN	PIKEVILLE	NC	27863	919-900-0892

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KEIM, RICK L	R & D TOOLS, INC.	105 N MAIN ST - 126	LUCAMA	NC	27851	252-363-1222
KELLY, CORIE R	KELLY TOOL COMPANY LLC	690 SELLARS RD	CAMERON	NC	28326	919-499-3169
KIES, THOMAS L	TARHEEL TOOLS, INC.	585 AMBERGATE PLACE NW	CONCORD	NC	28027	704-488-3310
KING, DENNIS R	Carolina Tool King, Inc.	144 STARLIGHT LN	MAYSVILLE	NC	28555	910-389-7118
KOTTLOWSKI, BRITTANY E	BEKOTTLOW, INC.	809 PARKWAY BLVD	WILMINGTON	NC	28412	910-515-0451
KOTTLOWSKI, NICHOLAS C (SC outlet)	CAROLINA KOTTLO, INC.	2720 OLEANDER DR	WILMINGTON	NC	28403	910-833-2476
KRITZMAN, TERRY DENNIS	KRITZMAN, INC.	4507 JAMES CROSSING DR	JAMESTOWN	NC	27282	336-601-6000
KYLANDER, TRAVIS J	TK TOOLS LLC	2157 HERRON RD	WHITSETT	NC	27377	336-263-7177
LINCOLN, WESLEY E	4L ENTERPRISE LLC	225 LAMARR RIDGE LN	FERGUSON	NC	28624	828-773-8540
LINDSEY, TONY D	T D L TOOL SALES LLC	P.O. BOX 658	LITTLETON	NC	27850	252-326-2361
LLOYD, JONATHAN M	JML TOOLS, LLC	2020 V O A SITE C RD	GREENVILLE	NC	27834	252-814-5743
MALLONEE, WILLIAM J	RED MOUNTIAN TOOLS, LLC	848 EAGLE'S RIDGE RD	SYLVA	NC	28779	828-371-0637
MERKEL, JEFF A	MERKEL TOOL COMPANY, LLC	114 TEROSS LN	TROUTMAN	NC	28166	704-491-3702
MESSIER, NORMAN J	NJM III, INC.	3218 MOUNTAIN CREEK DRIVE	SHERRILLS FORD	NC	28673	860-450-9159
MILLER, ADAM L	A & M TOOLS INC.	8109 ROBINCREST CT	FUQUAY VARINA	NC	27526	919-805-0006
MONROE, JAMES R	JRM TOOLS, LLC	211 FALLINGCREEK DR	ADVANCE	NC	27006	336-918-3893
ORE, JAMES R	OREMAN ENTERPRISES, INC.	472 AMOS RD	Madison	NC	27025	336-613-6592
OVERMAN, MARK LEE (NC & SC outlets)	OVERMAN TOOL CO, INC	2368 DAVID BAPTIST CHURCH RD	KINGS MOUNTAIN	NC	28086	704-678-6006
POWELL, TIMOTHY HARRIS		227 OAK GROVE CHURCH RD	LAWNDALE	NC	28090	828-429-4425
PRICE, RICKY LEE	EASTERN CAROLINA TOOL CONNECTION, INC.	209 HUGHES PLANTATION RD	POLLOCKSVILLE	NC	28573	252-671-3328
PRUITT, JEFFREY EUGENE	UNO TOOL INC	562 FRUITLAND RD	HENDERSONVILLE	NC	28792	828-699-1177
QUINN, ANTHONY L	QuinnEssential Tools Company	117 KIRKLAND PL	RAEFORD	NC	28376	540-623-7965
ROBERSON, SPENCER E	SROB TOOLS INC	4010 ST CROIX LN, APT 207	MEBANE	NC	27302	336-343-7592
ROMPELLA, JOHN P	JPR TOOLS, LLC	2004 ROSEBRIAR LN	FUQUAY VARINA	NC	27526	815-353-6089
SEGUIN, DANIEL H	SOS PERFORMANCE TOOLS, INC.	433 CANVASBACK RD	MOORESVILLE	NC	28117	704-634-4475
SERRANO, JOSE D	A & D TOOL SALES LLC	946 STRAIGHT ST	ASHEBORO	NC	27203	336-465-6513
SHARPE, MICHAEL D	SHARPE TOOL COMPANY INC.	17025 NC 902 HWY	BEAR CREEK	NC	27207	919-356-8268

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SHEEHAN, THOMAS H	BES TOOLS LLC	2423 MORGAN RD	KELLY	NC	28448	910-612-9930
SHIVERS, JEFFREY DWAYNE	SHIVERS AND SHIVERS, INC.	2715 IVY CHASE DR	WINTERVILLE	NC	28590	252-341-4570
SMART, KENNETH A	SMART ENTERPRISES INC.	7235 HENRY FURR DR	CONCORD	NC	28025	239-207-2972
STAMEY, TODD M	STAMEY TOOLS LLC	261 GEORGE MCKINNEY CIR	SPRUCE PINE	NC	28777	828-385-1866
STANKES, BRIAN D	BDS SOLUTIONS, LLC	1647 BAILEY THOMAS RD	SANFORD	NC	27332	910-988-8726
STUP, MICHAEL E	MNM TOOLS, INC.	134 ELGIN LN	MOORESVILLE	NC	28115	704-488-1259
SUTTON, JESSE S	SUTTON'S TOOL TIME CORP.	81 CALLAGHAN TRAIL	GARNER	NC	27529	843-325-5436
TALLMAN, THOMAS CORNELIUS	TNT TOOL SALES CORPORATION	559 BROWNSTONE LANE	Crumpler	NC	28617	704-363-3807
TEUMER, RICHARD STEVEN	TRIPLE T TOOLS LLC	2411 SAGUARO LN	KANNAPOLIS	NC	28083	704-305-0757
TILLEY, THOMAS WILLIAM		5300 HIGHWAY 70	MEBANE	NC	27302	919-608-7532
TOLBERT, RICHARD LEGRAND (MS outlet)		1463 GRASSY CREEK RD	PINNACLE	NC	27043	601-307-7627
TONKIN, NICKILOS A	TONKIN TOOL & SUPPLY LLC	90 PATTY'S CHAPEL RD	FLETCHER	NC	28732	910-209-1317
TORRES, EDGAR	FAST EDDIE'S TOOLS & EQUIPMENT L.L.C.	583 BYRD RD	SELMA	NC	27576	773-330-5998
VENTRA, JOSHUA J	J VENTRA TOOLS LLC	1819 MERRITT TRAIL	BURLINGTON	NC	27217	336-684-1772
WAGERS, MICHAEL A	WAGERS ENTERPRISES, INC.	3426 CATHERINE LAKE ROAD	CHINQUAPIN	NC	28521	910-650-1231
WERNER, DENNIS D	D & SW ENTERPRISES INC.	3846 GEORGE II HWY, SUITE F	SOUTHPORT	NC	28461	910-620-4653
WILLCOX, WILLIAM C	WILLCOX TOOL SALES, LLC	445 JANNIE LN	CARTHAGE	NC	28327	910-528-2083
ARNOLD, STEVEN ALLEN	ARNOLD SALES AND SERVICE, INC.	1715 LONESOME DOVE DR	GRAND FORKS	ND	58203	218-779-4805
CHURCH, TROY D	2G TOOLS LLC	3501 UNIVERSITY AVE	WILLISTON	ND	58801	701-339-7304
GALVIN, MICHAEL DANIEL	MIKE'S TOOLS, INC.	3315 SPRUCE LANE SE	MINOT	ND	58701	701-721-2252
HEHR, JESSE	JEH INC	2185 SHAW DR N	MANDAN	ND	58554	701-667-0444
MELLMER, PRESTON M	MELLMER TOOLS LLC	659 7TH AVE E	DICKINSON	ND	58601	701-290-0958
PAGELER, BRYCE E	BP TOOLS LLC	2810 35 1/2 AVE S	FARGO	ND	58104	605-201-7354
PATRICK, CHAD E	CHADS TOOLS LLC	5475 173 AVE SE	CHRISTINE	ND	58015	701-552-2934
SCHUMACHER, DUSTIN R	SCHUMACHER INDUSTRIES LLC	17061 54TH ST SE	KINDRED	ND	58051	701-799-4508
THORSON, GRANT R	GT TOOLS INC	5704 LIBERTY LN	WILLISTON	ND	58801	701-570-7393
VETTER, PATRICK L	PRO-TOOLS, INC.	7701 NORTHWOOD DR	BISMARK	ND	58503	701-202-2475

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BUSS, CHRISTOPHER A	C K TOOLS, LLC	42505 ROAD 760	COZAD	NE	69130	308-325-6061
COWELL, JAMES R	JR TOOLS, L.L.C.	27257 385TH AVE	MONROE	NE	68647	402-750-1196
EGGER, BRANDON L	EGGER TOOL SERVICE, INC.	801 W ROSE ST	LINCOLN	NE	68522	402-890-3647
EKELER, MATTHEW A	EKELER TOOLS, L.L.C.	1517 H ST	GENEVA	NE	68361	402-759-1691
FRESQUEZ, ANTHONY J.D.	BIG BOY TOOLS & SERVICE, L.L.C.	501 LOOFBORROW ST	RUSHVILLE	NE	69360	308-360-2777
HOLMBERG, DAVID M	D3 TOOLS, LLC	1001 BLUE STEM CIR	NORFOLK	NE	68701	402-750-9655
JENSEN, BRADLEY J	JENSEN TOOL SALES, LLC	394 HIGHWAY 11	DANNEBROG	NE	68831	308-750-4528
KAISER, BENJAMIN D	KAISER TOOLS, LLC	2404 KEATON CT	DENTON	NE	68339	402-979-1923
KOHLE, RYAN J	KOHLE TOOLS, INC.	46895 US HWY 20	STUART	NE	68780	402-340-5537
KRACL, MATTHEW **	KRACL TOOLS LLC	1404 N R RD	AURORA	NE	68818	402-649-2871
LAGE, JACOB D		9205 COUNTY ROAD 9	ARLINGTON	NE	68002	402-669-2959
LAKEY, ERIC L	BIG RED TOOLS, LLC	317 HOLLAND ST	IMPERIAL	NE	69033	308-414-1154
LEGGE, JAMES A (IA outlet)	LEGGE'S TOOLS ON WHEELS, INC.	1345 GRANT ST	BLAIR	NE	68008	402-889-1319
LEUCK, KYLE D	LEUCK'S TOOL SERVICE, LLC	151 W 8TH ST	WAHOO	NE	68066	402-206-3012
LINGENFELTER, GALE L	10MM TOOL SALES, INC.	16600 HICKMAN RIDGE RD	ROCA	NE	68430	402-440-0497
MCCARRAHER, BRIAN D	BRIAN'S TOOL SALES, LLC	4253 SHANNA ST	GRAND ISLAND	NE	68803	308-390-5734
MITTELSTAEDT, CODY G (SD outlet)	CM TOOLS, LLC	1900 N 25TH ST	NORFOLK	NE	68701	402-640-3356
MOORE, GREGORY CASE	GIMME MOORE TOOLS, INC.	2920 S WILLOW ST	NORTH PLATTE	NE	69101	308-530-0156
PENNE, ADAM J	PENNE TOOLS, LLC	31158 SANDER CIR	COLUMBUS	NE	68601	402-270-2566
PORTER, ROBERT D	PORTERS TOOL SHACK, INC.	4320 PRAIRIE RD	FREMONT	NE	68025	402-594-3623
PRATHER, DANIEL A	PRATHER TOOLS, LLC	1608 GOLDENBERRY DR	NORFOLK	NE	68701	402-992-2486
RASMUSSEN, THOMAS FRED	T & A TOOLS, INC.	4806 STEAVENSON LOOP	BLAIR	NE	68008	402-660-8171
REINKE, PHILLIP M	R3T TOOLS LLC	33040 US HIGHWAY 77	BEATRICE	NE	68310	402-806-5612
RICHARDS, TERRY ROSS	TR'S TOOL SERVICE LLC	5800 W YANKEE LAKE RD	DENTON	NE	68339	402-525-6995
RODGERS, DAVID WILLIAM	D ROD ENTERPRISES, INC.	1955 DIXIE TR	LINCOLN	NE	68527	402-430-4206
SCHEUFFELE, JUSTIN ROBERT	J & A TOOLS, INC.	5720 WEST 67TH STREET	KEARNEY	NE	68845	308-440-4332
SCHLEU, ROCKI JAN	AUTO TOOLS, INC.	6210 SOUTH 109TH ST	OMAHA	NE	68137	402-669-8665
BERTHIAUME, JEFF (MA outlet)	JEB TOOLS, LLC	29 BATES RD	MERRIMACK	NH	03054	978-375-2598
BOUCHARD, TYLOR P	BOUCHARD TOOLS LLC	151 MAIN ST	BELMONT	NH	03220	603-630-6963

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BRESCIANO, PAUL JOSEPH (MA outlet)	PJB LLC	93 MOOAR HILL RD	HOLLIS	NH	03049	978-815-1771
CARLIN, JEREMY D	JDC TOOLS, LLC	186 KARL GORDON RD	ALEXANDRIA	NH	03222	603-455-6611
CLIFFORD, SHAUN P	CLIFFORD TOOLS LLC	2285 NH ROUTE 175	THORNTON	NH	03285	603-213-2683
COREA, CHRISTOPHER M	CHRISTOPHER COREA TOOLS, LLC	23 WILLOW ST	PELHAM	NH	03076	603-235-4765
CRAMPTON, KEVIN M (MA outlet)	KMC TOOLS LLC	14 UPLAND RD	ATKINSON	NH	03811	978-729-7677
DESTROISMAISON, JASON (MA outlet)	DESTROISMAISON TOOL COMPANY, INC.	6 DEBBIE DR	PELHAM	NH	03076	603-809-2970
ELLIS, KEVIN	KEVIN ELLIS, LLC	PO BOX 436	LEBANON	NH	03766	603-448-7751
GARDNER, IAN J	LAKES REGION TOOLS L.L.C.	214 MEREDITH NECK RD	MEREDITH	NH	03253	603-455-3085
GUAY, MARCEL B	MKG ENTERPRISES LLC.	10 BARNARD RIDGE RD	MEREDITH	NH	03253	860-982-4634
HALVORSON, DAVID C	HALVY TOOLS & EQUIPMENT LLC	78 SOUSA BLVD	HUDSON	NH	03051	603-494-9768
LADEAU, DONALD J	SNAP-TECH SERVICES LLC	71 HARTFORD BROOK RD	DEERFIELD	NH	03037	603-340-0924
LAZEAR, ANDREW S	A & J TOOLS, LLC	7 TYLER DR	GOFFSTOWN	NH	03045	850-529-3567
LEBLANC, DAVID D		PO BOX 85	SPRINGFIELD	NH	03284	603-748-9281
LEMPKE, RICHARD A	RAL TOOLS, LLC	23 COLONY BROOK LN	DERRY	NH	03038	603-490-3046
LOISELLE, KEITH	KRL ENTERPRISES LLC	852 BOROUGH RD	PEMBROKE	NH	03275	603-234-6024
LOUNSBURY, ERIC R	RBB TOOLS LLC	1212 PROVINCE RD	BARNSTEAD	NH	03218	603-724-1206
NOYES, CORY P	LAKE VIEW TOOLS AND EQUIPMENT LLC	48 BEAVER LAKE AVE	DERRY	NH	03038	603-404-1671
PINO, STEVEN J	PINO ENTERPRISES, LLC	206 MEREDITH NECK RD	MEREDITH	NH	03253	603-455-1936
PRECOURT, GREGORY J (MA & VT outlets)	PRECOURT ENTERPRISES LLC	62 SULLIVAN RD	KEENE	NH	03431	603-477-4966
QUERCI, JOSEPH	TOOLS 4 U, INC.	15 SPRING BROOK DR	HAMPSTEAD	NH	03841	978-815-1585
RYLL, KEVIN E (ME outlet)	PATRIOT TOOLS LLC	243 OLD ROCHESTER ROAD	SOMERSWORTH	NH	03878	603-969-5987
SCHULTZ, SHAWN M	SS TOOLS, INC.	121 POST RD	NORTH HAMPTON	NH	03862	603-502-1955
SEPESSY, DOUGLAS A	TIGER, LLC	29 FRANCIS AVE	HOOKSETT	NH	03106	603-562-9684
SEPESSY, HENRY L (MA outlet)		41 DOW RD	EPSOM	NH	03234	603-731-9410
SWANTON, DAVID R (MA outlet)	DS TOOLS INC.	4 MOULTON DR	EAST HAMPSTEAD	NH	03826	978-375-7496

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VANCE, SHELBY S	SSV TOOLS LLC	414 JOPPA HILL RD	BEDFORD	NH	03110	603-345-0674
WHITE, VINCENT R	VRW TOOLS, LLC	68 PEASLEE RD	MERRIMACK	NH	03054	603-494-8045
WINTERS, JOSEPH L	WINTERS TOOLS, INC.	44 MIDDLE RD	HANCOCK	NH	03449	603-547-0697
WOODWARD, CHRISTOPHER A		16 WATSON RD	EXETER	NH	03833	603-499-6887
ZAWISZA, STEPHEN A	S&S TOOLS, LLC	518 OLD SHAKER RD	LOUDON	NH	03307	603-731-6254
ANDOLINO, PETER	PRO TOOLS NJ LLC	9 KLIMBACK CT	WEST CALDWELL	NJ	07006	973-980-9515
ARGALAS, BARTON ROBERT		20 GREENVALLEY DR	GREEN BROOK	NJ	08812	908-922-3865
ARLOTTA, NICHOLAS R	PROFESSIONAL TOOLS LLC	16 NELSON LN	MONTVILLE	NJ	07045	973-747-5453
BARLEY, MICHAEL F	MFB EQUIPMENT SALES LLC	176 PREAKNESS DR	MOUNT LAUREL	NJ	08054	856-905-0517
BARTO, QUINTON S (PA outlet)	QB TOOLS LLC	1402 TASKER AVE	HAINESPORT	NJ	08036	609-668-7541
BARTYZEL, MICHAEL J	328 TOOLS LLC	21 SYCAMORE LN	HEWITT	NJ	07421	201-954-6423
BELOSTOCK, BRANDON S	B & C TOOLS LIMITED LIABILITY COMPANY	108 KENNETH LN	NEW EGYPT	NJ	08533	732-620-0312
BELOSTOCK, TYLER C	BSTOCK TOOLS LLC	88 N NEW PROSPECT RD	JACKSON	NJ	08527	732-904-4708
BENINATO, LOUIS	LB TOOLS LLC	53 PROTHERO RD	COLTS NECK	NJ	07722	732-598-5980
BOSS, GLENN		124 CENTER ST	POMPTON LAKES	NJ	07442	862-686-1328
BRADY, WILLIAM J	WJB TOOLS LLC	43 IRONIA RD	RANDOLPH	NJ	07869	973-800-3459
BRENNAN, JOSEPH J		4 BEEKMEER PL	FLANDERS	NJ	07836	201-213-8222
BROOKS, DAVID	DAVE BROOKS TOOLS LLC	10 DEER TRL	TABERNACLE	NJ	08088	609-685-6964
BUTLER, MICHAEL J	BUTLER TOOLS, LLC	70 AIRPORT RD	BEDMINSTER	NJ	07921	908-391-4544
CANNATA, SALVATORE A	S & S TOOLS	24 KIWI LOOP	HOWELL	NJ	07731	732-299-7677
CASLER, KENNETH	CASLER TOOLS LLC	64 CENTRAL AVE	POMPTON LAKES	NJ	07442	551-206-6374
CASTANO, DAVID	DESA MOBILE TOOL SALES L.L.C.	478 TOWNSHIP LINE RD	HILLSBOROUGH	NJ	08844	908-217-6923
CIARDELLA, THOMAS	TAC TOOLS LLC	4 RAMAPO LN	UPPER SADDLE RIVER	NJ	07458	201-376-2039
CORRIGAN, MICHAEL E	MIKE CORRIGAN TOOLS LLC	12 MICHELE BLVD	HOWELL	NJ	07731	732-677-8595
CROUCHGERDES, CHAD A	CMZ TOOLS LLC	13 WICKLOW DR	TABERNACLE	NJ	08088	609-339-5668
DARGENIO, GENNARO A	GD TOOLS LLC	627 DEVON ST	KEARNY	NJ	07032	201-674-9756

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
DELLASALA, MATTHEW G	MATTS TOOLS LIMITED LIABILITY COMPANY	27 ANNAPOLIS DR	MARLTON	NJ	08053	609-929-8937
DEVENNY, WILLIAM A	WAD TOOLS AND EQUIPMENT LIMITED LIABILITY COMPANY	111 WEST ORMOND AVE	CHERRY HILL	NJ	08002	856-912-5075
DION, THOMAS M	T.S. TOOLS, LLC	128 WILLOW GROVE RD	SHAMONG	NJ	08088	609-381-1748
DONATO, MITCHELL	DONATO'S TOOL'S LLC	12 NEWTON DR	WEST MILFORD	NJ	07480	862-226-8976
DOUGHERTY, THOMAS C	TD ENTERPRISE LLC	165 SARAZEN DR	MOORESTOWN	NJ	08057	609-405-1283
DOUMAR, ALBERT L	J & A TOOLS, INC.	55 HILLSIDE DR	Totowa	NJ	07512	973-332-4777
FOWLER, DOUGLAS PHILIP		63 LARK DR	SOUTH RIVER	NJ	08882	732-239-4123
FRICKE, EDWARD C (NY outlet)	A & A TOOLS LLC	275 STUART ST	HOWELL	NJ	07731	917-348-1356
FRYE, RICHARD J	RICHS TOOLS LLC	12 ELYAR TERRACE	MIDDLETOWN	NJ	07748	908-902-5376
GAIDIS, PAUL J	PJ'S TOOLS LLC	4704 SPRING STREET	NEPTUNE	NJ	07753	908-433-7127
GERVASIO, FRANCIS J		191 HILLSIDE AVE	BERKELEY HEIGHTS	NJ	07922	908-267-5122
GRIMALDI, DAVID M	DG TOOL SALES LLC	3268 EVERGREEN LN	SOUTH PLAINFIELD	NJ	07080	201-638-1173
GUARINI, MICHAEL T	S&B TOOL'S LLC	6 PIER ST	EASTAMPTON	NJ	08060	609-209-7660
HAMWAY, MICHAEL SAMUEL	B & M TOOL SERVICE LLC	755 RINGWOOD AVE	POMPTON LAKES	NJ	07442	201-665-5452
HARRISON, TSHOMBA	T & S TOOLS ENT INC	11 RIDER COURT	NEWARK	NJ	07103	973-222-3261
HASHER, ALAN		30 WALNUT ALLEY	EDGEWATER PARK	NJ	08010	609-876-1759
HENRY, RICHARD W	RICH HENRY TOOLS LLC	949 BOUNDARY RD	WENONAH	NJ	08090	856-345-8910
HOFFMAN, ROBERT J	RNS TOOLS LLC	718 HOWARD AVE	WENONAH	NJ	08090	856-373-2006
HOHNHORST, DANE F		462 BENNETTS MILLS RD	JACKSON	NJ	08527	732-618-2266
JANSON, MICHAEL A	JANSON TOOLS LLC	1014 MT HOLLY RD	EDGEWATER PARK	NJ	08010	609-534-3613
KEMERY, GLENN S	K & K TOOL & EQUIPMENT LLC	6 RUTLEDGE DR	SICKLERVILLE	NJ	08081	856-718-2058
KILLMEYER, JAMES F	JFK TOOLS, INC.	111 WOODBERRY DR	EGG HARBOR TOWNSHIP	NJ	08234	609-847-1226
KING, JOHN W	KING TOOL SALES LLC	1306 AVY ST	HILLSIDE	NJ	07205	973-445-1545
KLEINOT JR, JOSEPH PAUL	JPK JR TOOLS LLC	231 WILLOW AVE	POMPTON LAKES	NJ	07442	973-809-1027

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KNOTHE, TIMOTHY D	TK TOOLS LIMITED LIABILITY COMPANY	485 PULIS AVE	FRANKLIN LAKES	NJ	07417	551-265-9815
KOBESKY, GREGG		915 DEER RUN RD	NEWTON	NJ	07860	973-534-0781
KRAL, JASON R	JRK TOOLS LLC	315 WILLIAM ST	BOONTON	NJ	07005	862-266-3841
KRUEGER, STEPHEN M	SMK TOOLS LLC	210 ELMIRA TR	HOPATCONG	NJ	07843	201-317-9639
KUHLMANN, MATTHEW G	MGK TOOLS LLC	12 JOHNSON TERRACE	MIDDLETOWN	NJ	07748	908-902-8432
LAITE, CHRISTOPHER A	CHRIS TOOLS LLC	20 PHILLIPS RD	NEWTON	NJ	07860	973-271-7315
LANEVE, MICHAEL R	LANEVE TOOLS LLC	108 CONTINENTAL RD	WEST MILFORD	NJ	07480	201-788-0711
LOFFREDO, NICHOLAS R	NRL TOOLS INC	126 WILLOW GROVE RD	VINCENTOWN	NJ	08088	609-820-1332
MANGANO, MARK S **Additional Franchise**	SAMHOLLY LLC	523 ARDMORE AVE	PITMAN	NJ	08071	434-566-9005
MENIST, DOUGLAS J	MUNST TOOLS 151 LIMITED LIABILITY COMPANY	319 BROOKSIDE AVE	WYCKOFF	NJ	07481	201-403-5622
MONTANARO, JACOB C	JCM INDUSTRIES LLC	50 BRAND RD	TOMS RIVER	NJ	08753	732-948-5949
MORRIS, RICHARD	RPM TOOLS LLC	45 E 4TH ST	FLORENCE	NJ	08518	609-209-7600
NATALE, JOEL A	Ocean Tools LLC	14 BRITTANY LN	JACKSON	NJ	08527	908-675-6588
PATEL, AMAR D	PATEL TOOLS LLC	29 COLUMBIA CT	North Haledon	NJ	07508	201-995-3291
PEREZ, WILLIE		102 PLOCH RD	CLIFTON	NJ	07013	973-277-1633
PIEPER, DANIEL L (NY outlet)	S&D TOOLS LLC	21 BIRCH RUN DR	PISCATAWAY	NJ	08854	848-702-0093
PIRO, SANTINO	S&K TOOLS, LLC	402 MARVIN AVE	HACKENSACK	NJ	07601	201-481-3891
POMERANCE, MICHAEL L	MIKE'S TOOL COMPANY, INC.	66 COOPER RD	DENVILLE	NJ	07834	973-219-7550
PROVENZANO, FRANCESCO	PROVENZANO TOOL SOURCE LLC	33 CEDAR DR	ROCHELLE PARK	NJ	07662	201-838-8137
PUENTES, LORENZO W	FIDELIS TOOL SUPPLY LLC	6 KATHLEEN PLACE	MORRIS PLAINS	NJ	07950	973-202-8428
QUATTROCK, ALEXANDER J	ALEX'S TOOLS & EQUIPMENT LLC	702 COLGATE AVE	LANOKA HARBOR	NJ	08734	609-848-4273
REED, PETE		919 SUMMIT AVE	WESTFIELD	NJ	07090	908-456-2045
RINALDI, ANTHONY	S A F A TOOLS LLC	2 DUNDAR RD	EDISON	NJ	08817	732-887-5163
RINGLER, ROBERT R	RINGLER SERVICES LLC	118 DALTON ST	ROSELLE PARK	NJ	07204	201-844-4652
RODRIGUES, NUNO G		55 EPPING DR	KENILWORTH	NJ	07033	201-772-7635
RODRIGUEZ, CHRISTIAN	C RODRIGUEZ TOOLS LLC	751 CYPRESS DR	VINELAND	NJ	08360	609-805-6957

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ROSS, CALEB A	C.A.R. TOOLS LIMITED LIABILITY COMPANY	324 ROCKTOWN LAMBERTVILLE RD	LAMBERTVILLE	NJ	08530	570-977-7026
RUPP, KEVIN S	RUPPY TOOLS LLC	604 CORNWALL RD	SEWELL	NJ	08080	609-502-9392
SCHWARZ, GARY M	SCHWARZ TOOLS, LLC	134 TAYLOR AVE	HILLSBOROUGH	NJ	08844	908-392-4281
SHEPHERD, SCOTT F	SO TOOLS LLC	274 SPRING MILLS RD	MILFORD	NJ	08848	908-303-1906
SHINKAROW, NICHOLAS A	NICK A SHINKAROW TOOLS LLC	107 WEST ORMAND AVENUE	CHERRY HILL	NJ	08002	609-458-1339
STONE, MATTHEW L	STONE'S TOOL SALES LLC	5 PHILLIPS MILLS DR	MIDDLETOWN	NJ	07748	732-921-6508
STORAR, BRANDON C	BRANDON'S TOOL STORAR LIMITED LIABILITY COMPANY	3 STONE HARBOR LANDING RD	CAPE MAY COURT HOUSE	NJ	08210	609-892-9137
SZAPKA, BOB		478 MASON PL	PARAMUS	NJ	07652	201-954-3388
SZAPKA, JASON J	JS TOOLS LLC	100 KILMER RD	MAHWAH	NJ	07430	551-804-9852
TAORMINA, BENEDICT	B & T TOOLS, INC.	15 BURD RD	PENNINGTON	NJ	08534	609-209-7013
TOMOSI, STEVEN M	ST TOOLS AND EQUIPMENT LLC	8 LEE DR	TABERNACLE	NJ	08088	609-234-4572
VANMATER, JOSEPH H		289 EAST HIGHLAND AVE	ATLANTIC HIGHLANDS	NJ	07716	732-757-9980
VANMATER, JOSEPH HOLMES		289 EAST HIGHLAND AVE	ATLANTIC HIGHLANDS	NJ	07716	732-513-2423
VANMATER, SCOTT M	PREFERRED TOOL SERVICE INC.	21 DUNDEE TERRACE	FREEHOLD	NJ	07728	732-856-4882
WALTERS, RYAN T	F.J.R. SUPPLY INC.	125 OAK LN	HIGHTSTOWN	NJ	08520	609-462-2593
WEIGEL, ERIC D	EDW TOOLS LLC	3357 SUNSET LN	LAVALLETTE	NJ	08735	702-885-8178
WEILER, LAURENCE E	WEILER TOOLS LLC	121 POPLAR AVE	MERCHANTVILLE	NJ	08109	856-630-6328
WOLF, STEVEN M	STEVE'S TOOLS SALES LLC	2310 S SHORE DR	WILLIAMSTOWN	NJ	08094	908-814-0900
ZEA, JOHN H	JHZ TOOLS LLC	14 LENAPE LN	OLD TAPPAN	NJ	07675	201-881-6917
ZLYDAK, MICHAEL J	AMZ TOOLS LLC	106 MEADOW RD	CLARK	NJ	07066	908-296-0538
ADAIR, CORY G	ADAIR AND SONS INCORPORATED	401 RODEO DRIVE	CLOVIS	NM	88101	575-366-6362
ARANDA, EDWARD R	ARANDA TOOLS & SERVICE LLC	301 CAMINO TRES SW	ALBUQUERQUE	NM	87105	505-980-5315
ARCHULETA, MATTHEW J	TOP NOTCH TOOL SALES LLC	4207 SUMMIT PARK RD NE	RIO RANCHO	NM	87144	505-401-0740
HALLER, JAMES DWIGHT		1215 SOUTH 5TH ST	TUCUMCARI	NM	88401	575-403-7166
KNIEPKAMP, WARREN F	DESERTKAMP TOOLS LLC	4303 NORTH CHAPARRAL RD	ROSWELL	NM	88201	575-910-7812

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MARQUEZ, THOMAS R	MARQUEZ MARKETING, LLC	536 RUTH LN	BLOOMFIELD	NM	87413	505-486-3026
NAVARETTE, RICHARD DOUGLAS	RICKY'S TOOLS, LLC	220 W SILVER	HOBBS	NM	88240	575-399-5906
PARKER, CHARLES A	TULAROSA TOOLS, LLC	12 PIE DE LA LOMA AVE	TULAROSA	NM	88352	575-430-0542
PEARSON, BARRY N	ROADRUNNER TOOLS LLC	27 EAST JACKSON RD	LAKE ARTHUR	NM	88253	575-365-8156
RAMIREZ, DAVID R	D RAY TOOLS LLC	1050 JASMINE DR	LAS CRUCES	NM	88005	575-202-3347
SMITH, DAVID G	SMITH ENTERPRISES TOOLS & EQUIPMENT LLC	30 EL PASO DR	ALAMOGORDO	NM	88310	402-968-2845
STRICKLAND, CHARLEY R.	C & M TOOL SALES LLC	91 VALENCIA RD	PERALTA	NM	87042	505-450-3091
TAUBER, MITCHELL L	MT TOOLS, LLC	6 PINON RIDGE DR	PLACITAS	NM	87043	480-209-6863
TRADUP, GREGG A	TRADUP TOOLS, LLC	PO BOX 1225	Flora Vista	NM	87415	505-320-5354
ADAMS, ANTHONY J	ADAMS' MOBILE TOOLS, LLC	7450 TUCKER WILLIAM ST	LAS VEGAS	NV	89149	702-768-0994
ARTEMIS, ANDREW G	ARTEMIS TOOLS, LLC	4415 DANCING MOON CT	SPARKS	NV	89436	775-745-5853
BARROWS, DILLON W	T3CK LYFE TOOLS LLC	52 MESA RIVERA ST	HENDERSON	NV	89012	702-785-8778
BAUTISTA, FRANCISCO		5141 CAROL DR	SUN VALLEY	NV	89433	775-843-1191
COLLINS, RICHARD A	UHK ENTERPRISES	7435 INDIAN SPRINGS DR	SPARKS	NV	89436	775-379-4709
CONROY, JOSEPH R	CONROY TOOLS, LLC	905 CHERNUS DR	CARSON CITY	NV	89703	775-291-6233
GEIGER, MICHAEL A	GOT TOOLS LIMITED LIABILITY COMPANY	631 N STEPHANIE ST	HENDERSON	NV	89014	702-348-7935
HERD, STEVEN D	SH TOOLS LLC	731 ROBERTA ALECIA AVE	NORTH LAS VEGAS	NV	89031	702-521-6849
LAWRENCE, DAVID GEORGE		4713 ESTATE RANCH ST	NORTH LAS VEGAS	NV	89031	702-768-6532
MACIAS, YSIDRO J	MACIAS TOOLS LLC	7216 PERIWINKLE DR	LAS VEGAS	NV	89128	702-348-7938
MANZI, MATTHEW R	TOOL SPECIALTIES LLC	5605 INDIAN RIDGE DR	NORTH LAS VEGAS	NV	89031	702-848-0717
MILLER, JOSHUA M	MILLER TOOLS LLC	575 WERTH CIR	RENO	NV	89506	775-560-1952
OLDENBURG, AARON T	OLDENBURG TOOLS LLC	5000 N VALADEZ ST	LAS VEGAS	NV	89149	702-286-7675
REBER, KYLE L	REBER'S TOOLS, LLC	8068 SMOKING JACKET PL	LAS VEGAS	NV	89166	702-334-3489
REYNOLDS, BEAU R	REYNOLDS TOOLS LLC	7573 GOLD DR	RENO	NV	89506	707-888-9356
ROCKWELL, DUSTIN K	3R DISTRIBUTING, LLC	3358 DUNLIN ST	SPRING CREEK	NV	89815	775-934-5088
RUSKOWITZ, DAVID A	DSR TOOLS LLC	2010 S TENAYA WAY	LAS VEGAS	NV	89117	702-491-3283

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SCHILLING, JOHN A	SCHILLING TOOL SUPPLY LLC	5150 HACKAMORE LN	STAGECOACH	NV	89429	775-303-6442
SLIFFE, MICHAEL D	SLIFFE ENTERPRISES, INC.	4185 N TOMSIK STREET	LAS VEGAS	NV	89129	702-556-8856
SMITH, KELLIE L	DIRTY LIFE TOOLS LLC	9686 WOOD FERN ST	LAS VEGAS	NV	89123	360-831-1526
SOUSA, RICARDO M	RMS TOOLING ENTERPRISES LLC	540 FOGG ST	LAS VEGAS	NV	89110	702-927-8318
STEWART, MICHAEL RYAN	STEWART TOOLS LLC	972 FARRIER CT	GARDNERVILLE	NV	89410	775-790-4566
THEISEN, DANIEL M	THEISEN INDUSTRIES LLC	936 SANTA HELENA AVE	HENDERSON	NV	89002	702-400-6377
WHITAKER, MICHAEL E	RTC TOOLS INC.	1725 HOLCOMB RANCH LN	RENO	NV	89511	775-298-9505
ABRUZZESE, JOSEPH N	JDMJ TOOLS INC.	4 ELLBRIDGE CT	SOUTH SETAUKET	NY	11720	631-871-1566
ACUTI, NATHANIEL		30 NEW ST	PURCHASE	NY	10577	914-924-1061
ALBREADA, ROBERT F	ALBREADA TOOLS AND EQUIPMENT INC.	8 PARKVIEW DR	RENSSELAER	NY	12144	860-921-6300
BATAS, FOTI N	A & P TOOLS LLC	1 MOTT PLACE	Glenwood Landing	NY	11547	917-834-0564
BELL, MATTHEW T	MTB TOOLS INC.	140 KOT RD	JOHNSON CITY	NY	13790	607-744-9600
BEST, ROBERT W	NIAGARA USA TOOLS, LLC	8050 WEST RIVERSHORE DR	NIAGARA FALLS	NY	14304	716-628-8344
BIANCO, RICHARD J	BIANCO TOOL COMPANY, LTD.	506 AVON PL	WEST ISLIP	NY	11795	917-972-6345
BITONDO, STEVEN M (CT outlet)	SMB TOOLS LLC	24 HILLSIDE TER, APT A	WHITEPLAINS	NY	10601	203-727-8417
BOLLET, JEFFREY BROWN	J.B. TOOL SALES LLC	11 HICKORY LN	GLEN COVE	NY	11542	516-351-7830
BOLOGNA, DENNIS P	DB TOOLS INC.	3 LASALLE LN	KINGS PARK	NY	11754	631-433-3071
BOSHART, DOUGLAS	BOSHART'S TOOLS AND EQUIPMENT INC.	25569 BUSH RD	CALCIUM	NY	13616	315-783-1403
BREESE, BART G	LOCKPORT AUTOMOTIVE TOOLS INC.	4809 RENASSANCE DR	LOCKPORT	NY	14094	716-628-0471
BREESE, JAMES E		10 ROYALE DR	FAIRPORT	NY	14450	585-737-9199
BRUNNER, DAVID J	BRUNNER TOOLS LLC	10092 CLARENCE CENTER RD	CLARENCE	NY	14031	716-912-6114
BURDIC, JAMES P	JIMS TOOL BUS INC.	250 HAWK RD	FULTON	NY	13069	315-529-5995
BURKE, JEFFREY E	TOTALLY TOOL LLC	58 BYRON WAY	OAKDALE	NY	11769	516-639-3465
BUSCH, STEVEN JAMES		248 MALDEN AVE	PALENVILLE	NY	12463	914-388-0377
CACECI, ROBERT JOHN	SWIFT INDUSTRIES LLC	37 SUMMERFIELD DR	LAKE GROVE	NY	11755	631-767-7535
CAGGIANO, DAVID D (CT outlet)	CAGGIANO CRANKS CORP.	100 CHATEAU LN, APT 42	HAWTHORNE	NY	10532	914-575-9121

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CANEPARO, CLAUDIO (NJ outlet)		38 ARGOW PL	NANUET	NY	10954	845-304-3491
CANNONE, JOHN T	CANNONES TOOLS INC	89 PARKHURST RD	GANSEVOORT	NY	12831	518-728-1844
CAREY, MATTHEW A	CAREY-ON TOOL SALES, INC.	921 PIXLEY RD	ROCHESTER	NY	14624	585-507-2224
CAREY, MICHAEL G	MGC TOOLS LLC	859 ATTRIDGE RD	CHURCHVILLE	NY	14428	585-690-4629
CARROLL, BRAD C	CARROLL'S TOOLS, INC.	5589 WILLIAM ST	LANCASTER	NY	14086	716-474-5492
CATELLO, STEVE P	CATELLO, LLC	5428 CANAL ST	Durhamville	NY	13054	315-264-0152
CHASE, EDMOND C	CHASE TOOLS INC	228 DANIELS DR	WAMPSVILLE	NY	13163	315-762-3826
CLARK, MICHAEL S	CLARK TOOLS, INC.	1325 MCGRAW-MARATHON RD	MARATHON	NY	13803	607-745-8077
CLARKE, ROGER W	CLARKE & SONS TOOLS LLC	1 SOMMERSET DR	YAPHANK	NY	11980	631-872-0754
CONWAY, SETH R	CONWAY TOOLS, INC.	630 6TH AVE WEST	EAST NORTHPORT	NY	11731	631-747-3077
COONEY, MATTHEW C	COONEY TOOLS INC.	17 BARNSTABLE RD	EAST ROCKAWAY	NY	11518	516-322-8116
COOPER, NATHAN L	NATHAN COOPER AUTHORIZED FRANCHISEE L.L.C.	5896 STATE ROUTE 21	WILLIAMSON	NY	14589	585-797-4144
COTE, CHRISTOPHER F	Time 4 Tools, Inc.	15 PRIMROSE LANE	EAST AMHERST	NY	14051	716-907-1079
CURCIO, JOHN		P O BOX 425	BALDWIN PLACE	NY	10505	845-742-8611
DACOSTA, ROBERT J	TOOL TRUCK, INC.	3 HIGH GATE DR	SMITHTOWN	NY	11787	631-484-1592
DARBY, RYAN T	R. DARBY INC.	3760 STATE ROUTE 9	PERU	NY	12972	802-310-9040
DAVIS, JIM	JIM DAVIS TOOLS, LLC	5080 WILLOWBROOK WEST	CLARENCE	NY	14031	716-432-7947
DELBELLO, ROBERT C	TOOL TIME PRO, INC.	140 APPLE HILL RD	BREWSTER	NY	10509	914-830-3580
DEMARMELS, BRIAN M (NJ outlet)	BD TOOLS LLC	32 FOLEY RD	WARWICK	NY	10990	845-590-1765
DUCHANO, MICHAEL V		10 BROOKSIDE DR	WEST MONROE	NY	13167	315-559-9051
EBERSOLD, DANIEL D	DAN THE TOOL MAN INC.	1981 BRANDT RD	CATO	NY	13033	315-525-2831
FAUGNO, RICKY	RICK'S PRECISION TOOLS INC.	8 POND ST	POUGHKEEPSIE	NY	12603	203-952-9770
FEHN, STEVEN V	HIGHLAND AUTOMOTIVE MARINE REPAIR SERVICE, INC.	7 DOYLE DRIVE	WAPPINGERS FALLS	NY	12590	914-649-8485
FESTA, JAMES B	AJ'S TOOLS LLC	228 WESTMINSTER RD	WEST HEMPSTEAD	NY	11552	516-242-1319
FISK, JOSHUA J	FISKY TOOLS INC	28 MARGARET ST	HUDSON FALLS	NY	12839	518-932-2730
FREEMAN, TRAVIS G	FREEMAN'S TOOLS LLC	5501 FEIGLE RD	LOCKPORT	NY	14094	716-544-5332
FRIGURA, ION M	IMF TOOL, CORP.	8910 74TH AVE	GLENDALE	NY	11385	347-515-4254

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FUNK, KENNETH R	FUNKY TOOLS, LLC	1235 MAIN RD	LOCKE	NY	13092	607-423-4212
GAIDA, JOSHUA E	JEG TOOLS INC	118 TURKEY HILL RD	JEFFERSON	NY	12093	518-528-1827
GEHM, ZACHARY J	ZLG TOOLS INC.	10460 123RD ST	SOUTH RICHMOND HILL	NY	11419	917-455-2041
GERST, JORDAN D	AJ & L TOOLS INC	646 PENDELL HILL RD	WHITNEY POINT	NY	13862	607-237-7988
GIFFORD, BENJAMIN S	GIFFORD TOOLS, LLC	9410 COUNTY RD 15	LIVONIA	NY	14487	585-224-6426
GOC, WILLIAM	WILLIAM GOC TOOLS LLC	131 KIMBERLY UPPER	BUFFALO	NY	14220	716-481-0904
GOLDBAND, JASON M	JG TOOLS INC.	195 ELIZABETH AVE	OCEANSIDE	NY	11572	516-369-8828
HAHN, JOHN W	HAHNSTER TOOLS INC.	6 OAKLAND PL	NANUET	NY	10954	914-384-5654
HAMLIN, SCOTT A	SCOTT HAMLIN, INC.	641 SNAKEHILL RD	POESTENKILL	NY	12140	518-424-1249
HANSEN, MICHAEL J	HANSEN TOOLS INC.	1289 HEATHFIELD LN	CHITTENANGO	NY	13037	315-558-2352
HASSAN, SCOTT W	SCOTT'S TOOLS, INC.	5654 BOWMILLER RD	LOCKPORT	NY	14094	716-830-7636
HAUPT, WILLIAM H	WH TOOL DISTRIBUTION, INC.	86 PERSHING AVE	WYNANTSKILL	NY	12198	518-461-7793
HENKIEL, JEFFREY R	J&T TOOLS LLC	115 RICHARDS AVE	VESTAL	NY	13850	607-725-6276
HENNESSEY, JOHN T	HENNESSEY TOOLS OF NORTHERN NEW YORK, LLC	48398 COUNTY ROUTE 1	REDWOOD	NY	13679	315-262-7933
HERNANDEZ, JAFET	JJL TOOLS INC.	20 LAURETTE LN	FREEPORT	NY	11520	516-401-3387
HUDSON, WILLIAM S	HUDSON TOOL SALES, LLC	976 WEGMAN RD	ROCHESTER	NY	14624	315-491-9310
HULBERT, STEVE	BEST TOOLS FOR YOU LLC	5326 STATE ROUTE 3	MEXICO	NY	13114	315-436-2101
HYZER, MICHAEL B	HYZER TOOLS INC	67 RIVER GLEN RD	WALLKILL	NY	12589	845-701-3103
INIGUEZ, RYAN P	STRONG ISLAND TOOLS INC.	745 CARYL ST	FRANKLIN SQUARE	NY	11010	516-424-7084
JANUSHESKE, PHILLIP J	SHESKE BOYZ INC	45 SPRING ST	ADAMS	NY	13605	315-767-7552
JOHNSON, STEVEN L	SJ TOOL SUPPLY, LLC	8334 CENTERPORT RD	PORT BYRON	NY	13140	315-916-3501
KAIN, JEFFREY A	LAMARCA TOOL SUPPLIES, INC.	18 SOUTH PARK AVE	NANUET	NY	10954	845-216-0241
KILROY, JOHN J	JTK DISTRIBUTORS INC.	242 NASSAU BLVD	WEST HEMPSTEAD	NY	11552	516-672-1081
KLEE, THOMAS H.		1162 BEAKMAN RD	HOPEWELL JUNCTION	NY	12533	845-264-4773
KOHLER, BRANDON M (NJ & NY outlets)	KOHLER ENTERPRISES LLC	286 POST RD	SLATE HILL	NY	10973	845-597-8599

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LANEVE, JOSEPH T (NJ & NY outlets)	JL TOOLS, LLC	10 MORNING GLORY LN	WARWICK	NY	10990	201-310-0731
LIBERATORE, RYAN D	RSLL INC	227 TAYLOR RD	MORRIS	NY	13808	607-437-0690
LISCHINSKY, GARY J	VICAMBRI TOOLS INC.	5 BASS RD	MAHOPAC	NY	10541	914-473-7034
LUCIDO, FRANK W	FRANK'S TOOL & EQUIPMENT INC.	702 NASSAU STREET	BELLMORE	NY	11710	516-815-6765
MADERA, JOHN J	Luca G Trucking, Inc.	4 WARTBURG PL	VALHALLA	NY	10595	914-356-0439
MANGO, TONY		152 PERSONS RD	AMSTERDAM	NY	12010	518-229-3520
MANUKIAN, GEORGE RICHARD		158-28 80TH ST	HOWARD BEACH	NY	11414	718-916-1663
MANUKIAN, STEVEN P	MANUKS TOOLS LLC	45 WINCHESTER OVAL	NEW ROCHELLE	NY	10805	646-644-5769
MARIANI, CHRISTOPHER A	MARIANI TOOLS, LLC	512 FISHELL RD	RUSH	NY	14543	585-705-2261
MATTISON, KENNETH S (PA outlet)	KSM TOOLS LLC	409 HICKORY GROVE RD	HORSEHEADS	NY	14845	607-426-2019
MCDONOUGH, THOMAS M		6306 HAPPY VALLEY RD	VERONA	NY	13478	315-941-9038
MCDOWELL, MICHAEL D	MICHAEL MCDOWELL, INC.	31 S LAKEVIEW RD	WYNANTSKILL	NY	12198	518-925-4774
MCKAY, KEVIN JOHN		2826 MANDALAY BEACH RD	WANTAGH	NY	11793	516-776-0134
MCKENNA, JOHN P	JPM TOOL DISTRIBUTORS LLC	174 SPRING ST	SOUTH SALEM	NY	10590	845-661-3889
MCKENNA, STEVEN R	STEVEN R. MCKENNA LLC	4847 KASSON RD	SYRACUSE	NY	13215	315-382-7660
MCKINLEY, BRYAN M	MCKINLEY TOOL SALES LLC	1460 WILSON RD	MACEDON	NY	14502	585-478-7171
MICELI, MICHAEL J	A & M QUALITY TOOLS, INC.	50 MAPLE ST	FREWSBURG	NY	14738	716-510-5598
MILLER, BOB		423 AVE OF THE STARS	NORTH BLENHEIM	NY	12131	518-573-0616
MORAN, WILLIAM H	WHM DISTRIBUTING LLC	54 ASTOR CT	COMMACK	NY	11725	631-664-5667
MORRIS, CHRISTOPHER M	CHRIS MORRIS INC	2771 NY HWY 43	AVERILL PARK	NY	12018	518-470-4779
MOUAWAD, CHARLES K	KADDO TOOLS AND EQUIPMENT INC.	262 ALGONQUIN BEACH RD	AVERILL PARK	NY	12018	518-813-3083
MOZA, THOMAS A	MOZA ENTERPRISES, LLC	4 DEWITT ST	ELLENVILLE	NY	12428	845-853-2725
NICHOLS, CHRISTOPHER J	CNY TOOLS INC.	68 CHESTER LN	PENNELLVILLE	NY	13132	860-806-0059
O'BRIEN, JOHN M	JOHN O'BRIEN TOOLS INC.	2486 GRAFFENBURG RD	NEW HARTFORD	NY	13413	315-523-1621
PACILEO, THOMAS A	TAC TOOL, INC.	6 TORLEN CT	HAUPPAUGE	NY	11788	516-835-5139
PALINA, JOSEPH J	JP TOOLS INC.	71 FLORENCE DR	MANORVILLE	NY	11949	631-258-1959
PANOWICH, BOB		5 BENJAMIN PL	LOCUST VALLEY	NY	11560	516-671-8533
PETERS, BRANDON M	BP TOOLS LLC	1240 WEILAND ROAD	ROCHESTER	NY	14626	585-770-4495

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PETERSON, GARRETT A	G THE TOOL MAN LLC	933 W THOMAS ST	ROME	NY	13440	315-335-4858
PFALZER, JOHN E	PFALZER TOOLS LLC	7210 LYMAN RD	BERGEN	NY	14416	585-415-7041
PFISTERER, STEVEN M	OTTO TOOLS LLC	439 BRIARWOOD RD	MASSAPEQUA	NY	11758	917-648-8866
PINCUS, ADAM	TOP SHELF TOOLS INC.	2886 RIVERSIDE DR	WANTAGH	NY	11793	516-644-0699
PINCUS, MICHAEL M	PINK TOOLS INC.	1494 SHERWOOD DR	EAST MEADOW	NY	11554	917-806-0552
PRESTON, GARY J	GHW ENTERPRISES LLC	6482 ALLENTOWN RD	FRIENDSHIP	NY	14739	585-307-8466
PROHASKA, NICHOLAS J	PROS TOOLS LLC	6100 MAPLE HILL RD	SOUTH WALES	NY	14139	716-523-0117
PULLARA, FRANK A	TWO BOLTS TOOL LLC	71-48 71ST PLACE	GLENDALE	NY	11385	917-731-7757
RAECHAL, JOE		7982 DAVIS RD	CLAY	NY	13041	315-391-5490
RAND, STANLEY J	SJR TOOLS LLC	22 KENNEDY RD	ROSLYN HEIGHTS	NY	11577	516-382-5688
RICKERT, CHRISTOPHER D	CHRISTOPHER RICKERT TOOLS INC.	364 CHARLTON RD	BALLSTON SPA	NY	12020	518-227-2656
ROSELLI, GINO	BENSAL AUTOMOTIVE ELECTRIC SERVICE INC.	16 OLD INDIAN HEAD RD	COMMACK	NY	11725	516-903-8635
ROSELLI, JOHN J	ROSELLI TOOLS, INC.	171 GRAND BLVD	MASSAPEQUA PARK	NY	11762	516-375-7966
ROSENGRANT, WES		628 BROMLEY RD	CHURCHVILLE	NY	14428	585-764-0111
RUT, MICHAEL J	M AND T TOOLS, INC.	2294 CUSTOM VILLAGE CT	NORTH BELLMORE	NY	11710	516-924-2144
SAMOT, DAVID	DAVE'S TOOLS, INC.	22 WHOOPING HOLLOW RD	EAST HAMPTON	NY	11937	631-377-6213
SANCHEZ, JAN M	JMS TOOLS, INC.	21 BALSAM DR	MEDFORD	NY	11763	631-219-4282
SANDSTEDT, THOMAS	KINGSTON TOOL DISTRIBUTORS, INC.	986 RIVER RD	REDHOOK	NY	12571	845-389-2881
SANTORUFO, THOMAS J	T. SANTO TOOL CORP.	128 THOMAS POWELL BLVD	FARMINGDALE	NY	11735	516-860-9936
SAPORITO, PAUL R	SAPPO TOOLS INC.	704 PAT DRIVE	WEST ISLIP	NY	11795	631-252-2503
SCHROEDER, MATTHEW P	MATT SCHROEDER INC	1369 DIVISION ST	BALLSTON LAKE	NY	12019	518-859-7408
SCHULZ, RONALD P	RP SCHULZ, INC.	200 HATCHERY RD	GANSEVOORT	NY	12831	518-796-4072
SCUDERI, GRACE A	G.L. TOOLS, INC.	78-47 82ND ST	GLENDALE	NY	11385	917-559-8031
SCULCO, RICHARD D	R & K TOOLS INC.	46 STAR LN	LEVITTOWN	NY	11756	516-241-7069
SHAUGHNESSY, BRIAN F	EPIC TOOLS INC.	3 MARBETH CIR	MILLER PLACE	NY	11764	631-236-2317
SIDOR, THOMAS J	INNOVATIVE TOOL, INC.	1 CURTIS CT	STATEN ISLAND	NY	10310	917-731-3402
SLEICHER, KYLE J	KYLE J SLEICHER TOOL SALES INC	362 SHYNE ROAD	TROY	NY	12180	518-461-4626

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SMITH, ANDREW M	ANDREW'S TOOLS LLC	8587 WOODLAND DR	LEROY	NY	14482	585-739-4958
SMITH, MICHAEL D (NJ outlet)	MDM TOOLS CORPORATION	9 DEERFIELD DR	NEW CITY	NY	10956	845-558-6685
SMITH, PAUL R	PRSMITH TOOLS LLC	75 CUNARD AVE	CHEEKTOWAGA	NY	14225	716-906-0027
SMITH, THOMAS E		3848 STALKER RD	MACEDON	NY	14502	585-752-9663
SPENGLER, ROBERT J	SPENGLER TOOLS LLC	11647 GOWANDA STATE RD	NORTH COLLINS	NY	14111	716-255-5707
STAYTON, MICHAEL J	STAYTON TOOLS, LLC	4447 OLD STATE RD	SKANEATELES	NY	13152	315-246-0218
STRUMPF, KEVIN	WATATOOL INC.	6 WOODMERE DR	NORTHPORT	NY	11768	631-905-2936
SULINSKI, RAFAL	THE TOOLS TRADER LLC	33 2ND ST	LYNBROOK	NY	11563	917-428-9393
SURIANO, GIUSEPPE	J S TOOLS, LLC	17 SALEM RIDGE RD	HUNTINGTON	NY	11743	516-443-0119
TAMAYO, STEVEN A	S.T. TOOL SUPPLY INC.	6431 ELLWELL CRESENT	REGO PARK	NY	11374	917-623-1246
THEISEN, SCOTT W		35 RIVER RD	CORNING	NY	14830	607-483-1251
THEISEN, ZACHARY A	THEISEN'S TOOLS LLC	24 PLEASANT VALLEY RD	POTSDAM	NY	13676	315-261-0474
TLATELPA, MARIO	MJ TOOLS INC.	6036 FLUSHING AVE	MASPETH	NY	11378	646-639-3592
TRACY, MATTHEW A	PRESTIGE WORLDWIDE CNY, INC.	10265 CAUGHDENOY RD	BREWERTON	NY	13029	315-480-8694
VASTI, STEVE		18 HAMPTON RD	MASSAPEQUA	NY	11758	516-510-3325
VEGA, GABRIEL	NO LIMITSS INC	203 STATE ROUTE 82	FISHKILL	NY	12524	914-424-1519
VERITY, ANDREW J	VERITAS EQUIPMENT, INC.	179 NEW HWY	COMMACK	NY	11725	631-766-0092
WEHNAU, PAUL J	WE KNOW TOOLS INC.	300 WEATHER WAX RD	AVERILL PARK	NY	12018	518-369-3829
WERNER, GEORGE W		336 N. RUTHERFORD AVE	MASSAPEQUA	NY	11758	516-851-5455
WHITFORD, TODD C	TODD WHITFORD ENTERPRISES LLC	3126 KINNEYS CORNERS RD	Keuka Park	NY	14478	315-521-6804
WILBER, JOHN E	B & C OF CNY INC	328 COUNTY ROUTE 37	CENTRAL SQUARE	NY	13036	315-561-6609
WOHLFAHRT, JASON P		104 HORSESHOE RD	MILLBROOK	NY	12545	845-264-4277
YATES, JEFFREY	ZACH YATES TOOLS LLC	3564 ORANGEPORT RD	GASPORT	NY	14067	716-628-4434
YOREK, CHRISTOPHER R	DOZER TOOLS INC.	367 CHESTNUT AVE	EAST MEADOW	NY	11554	516-860-9287
ZUFALL, SCOTT M	SCOTT'S TOOLCHEST LLC	1161 WILLOW ST	HORSEHEADS	NY	14845	607-426-4243
ACORD, RONALD E	ACORD TOOL SALES, LLC	6436 GALE RD SW	PATASKALA	OH	43062	740-641-6641
ANDERSON, GUY R (WV outlet)	ANDERSON TOOLS, LLC	98 WILDWOOD DR	MARIETTA	OH	45750	310-493-6304
BACHMAN, KRISTIN L	BACHMAN'S MOBILE TOOL SALES LLC	1456 RIVERBEND DR	DEFIANCE	OH	43512	419-956-2370
BADGER, RYAN DAVID	LITTLE BADGER'S TOOL SALES, LLC	14936 NORTH ELYRIA RD	WEST SALEM	OH	44287	330-466-4321

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BAKER, RICK D		1192 TANAGER LANE	FAIRBORN	OH	45324	937-216-1719
BAKER, TODD JAMES	T.B. BAKER TOOL, INC.	5054 JACKSONTOWN RD SE	NEWARK	OH	43055	740-973-5737
BAKIES, NATHAN A	BAKIES TOOL SALES LLC	946 BIG RUN RD	PIKETON	OH	45661	740-357-3220
BALDINI, ARTHUR	PRO TOOL SALES LLC	2931 CHAUTAUQUA DR	SILVER LAKE	OH	44224	330-620-9852
BANKA, DAVID	DRX ENTERPRISES LLC	15103 ESTHER AVE	LAKEWOOD	OH	44107	330-907-9994
BANKER, DAVE	DAM GOOD TOOLS LLC	25485 NICHOLS RD	COLUMBIA STATION	OH	44028	216-701-0554
BEAN, JOHNATHON C	J-N-C TOOLS LLC	1912 STATE ROUTE 534 S	GENEVA	OH	44041	440-415-5141
CALDWELL, MATT	M & J MOBILE TOOL SALES LLC	2435 SPORE BRANDYWINE RD	BUCYRUS	OH	44820	419-295-2500
CARGILL, KASEY A	VCH TOOLS LLC	7981 RIDGE RD	WADSWORTH	OH	44281	330-388-7435
CARTER, DONALD J	DC ON-SITE TOOLS LLC	13016 RIDGEWAY RD	ORIENT	OH	43146	614-623-2127
CASTO, MITCHELL J	CASTO TOOL SALES, LLC	4324 GEIGER RD	MILLERSPORT	OH	43046	740-973-7522
CHADWICK, MICHAEL T	CHADWICK TOOL SALES LLC	750 STATE ROUTE 139	OAK HILL	OH	45656	614-778-2308
CLARK, JACOB V	DIESEL DOCTOR, LLC	9550 TRINITY CHURCH RD	LISBON	OH	44432	330-271-7254
CLAWSON, MICHAEL G	Clawson Tool Sales, LLC	563 GREENSWARD DR	TIPP CITY	OH	45371	937-477-4020
COLE, DUSTIN ALLEN	DUSTIN COLE TOOL SALES LLC	8136 PATTERSON HALPIN RD	SIDNEY	OH	45365	937-974-5110
CRIBLEY, GARY ALAN	CRIBLEY SALES, LLC	4315 COUNTY HIGHWAY 304	ADA	OH	45810	419-306-4755
CUPP, ROBERT J	CUPP'S MOBILE TOOL SALES LLC	5 BARLOW CT	DEFIANCE	OH	43512	419-551-9728
DAVENPORT, JONATHON G	JONATHON DAVENPORT TOOL SALES LLC	7009 LOANER LN	BROOKVILLE	OH	45309	937-474-2049
DEAN, ALEXANDER J	DEAN TOOLS, LLC	201 LINCOLN ST	MOUNT CORY	OH	45868	419-306-9361
DILLON, BRANDON L		1705 HIRAM ST	LOUISVILLE	OH	44641	330-575-8572
DRAKE, NICHOLAS T	DRAKES TOOL SALES LLC	58 PAGE RD	CHILLICOTHE	OH	45601	740-253-1486
EARNEST, MARK THOMAS	PTC SALES, LLC	14711 HATFIELD RD	RITTMAN	OH	44270	330-819-4444
EVANS, STEPHEN A	SAE TOOLS LLC	16215 EAST HIGH ST PO BOX 947	MIDDLEFIELD	OH	44062	216-389-3317
FEENEY, JOHN R	JD's Toolbox Solutions LLC	6001 GRISELL ROAD	OREGON	OH	43616	419-409-3127
FRANK, JEFFREY ALLAN		14602 POWELL RD	PORTAGE	OH	43451	419-466-5619
FRANKLIN, PAUL MATTHEW	PM FRANKLIN ENTERPRISES, LLC	3479 WARRENSBURG RD	DELAWARE	OH	43015	740-272-2564
FRAZIER, ERIC C	EDEF ENTERPRISES LLC	9730 FAIRMOUNT RD	NEWBURY	OH	44065	440-673-5977

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FREEMAN, CHARLES C	FREEMAN TOOL SALES, LLC	56 PAGE RD	CHILLICOTHE	OH	45601	740-703-4230
FRIDENSTINE, BRYAN M	BMF MOBILE TOOLS, LLC	7617 DARROW RD	HURON	OH	44839	440-731-0694
GALVIN, KEVIN M	GALVIN TOOL AND EQUIPMENT LLC	7067 SANDPIPER CT	PAINESVILLE	OH	44077	440-856-6817
GILBERT, CHARLES T	234 TOOLS LLC	1555 RENWOOD ST	WOOSTER	OH	44691	317-517-3865
GILREATH, DANA C		7215 FARNHAM DR	MENTOR	OH	44060	440-382-8523
GREEN, MARTIN RAY	MRG TOOLS, LLC	9005 BLADE RD NW	MALVERN	OH	44644	330-418-7771
GUNSEL, JOSEPH STANLEY		4408 YORKSHIRE RD	PARMA	OH	44134	216-533-2210
HALE, JOHN A	J HALE QUALITY TOOLS LLC	5996 JENKINS RD	OKEANA	OH	45053	513-678-8996
HALL, JEFFREY S	JSH TOOLS LLC	1167 COUNTY RD 500	NOVA	OH	44859	419-651-6280
HARRISON, MATTHEW M	BIG FUDGE LLC	93 SOUTHWICK DR	BEDFORD	OH	44146	440-991-6005
HIRT, THOMAS EDWARD	Tom The Tool Man, LTD	1740 WONDERLICK RD	LIMA	OH	45805	419-234-0101
HOPKINS, KENNETH L	KLH TOOLS LLC	3818 HEADLEYS MILL RD	PATASKALA	OH	43062	614-348-7811
HOVIS, SHANE C	SHANE HOVI TOOL COMPANY, LLC	11575 TAYLOR ROAD	PLAIN CITY	OH	43064	614-288-8290
HUGHES, JOSHUA BRIAN	THE BEST OF WHAT'S AROUND TOOL COMPANY, INC.	9103 NICHOLS LN RD	JOHNSTOWN	OH	43031	614-989-2250
JEWETT, EDWARD J	ED'S HOT TOOLS LLC	479 FOOTVILLE-RICHMOND RD	JEFFERSON	OH	44047	440-862-4298
JONES, JOHN M	JMJ TOOLS, LLC	12266 COLLINS ARBOGAST RD	SOUTH VIENNA	OH	45369	843-995-3896
KIDD, MICHAEL V	KIDD TOOLS, LLC	12980 TEWKSBURY LN	CHARDON	OH	44024	440-636-3295
KING, CHARLES LAWRENCE		3278 MONTAGO ST NE	HARTVILLE	OH	44632	330-388-9944
KINTER, JOHN RICHARD	J KINTER TOOLS LLC	22551 HAWLEY RD	WELLINGTON	OH	44090	419-651-1341
KLOCKE, ROBERT W	LJR Tools LLC	2 SWEET GUM LANE	MILFORD	OH	45150	513-324-6710
KOHN, JAMES JOSEPH		PO BOX 62	Potsdam	OH	45361	937-477-1802
KRAMER, ERIC M	EMK TOOL SALES LLC	720 S MEDINA LINE RD	WADSWORTH	OH	44281	440-724-1883
LAMB, JOHN S	LAMB QUALITY TOOLS LLC	460 QUEENSGATE RD	SPRINGBORO	OH	45066	937-470-4230
LASOTA, ROBERT W	LASOTA ENTERPRISES LTD	120 CAMPBELL ST	DELAWARE	OH	43015	740-971-4901
LIGGETT, BRETT J	INFINITY 7 TOOLS, LLC	1350 HUNT CLUB DR	WOOSTER	OH	44691	614-940-5466
LOZE, NICK ROBERT		4932 S TURNER RD	CANFIELD	OH	44406	330-727-7816
LUCAS, BENJAMIN W	LUCAS TOOL SALES, LLC	9060 STATE RTE 138	HILLSBORO	OH	45133	740-975-6698
MAIN, ARTHUR R	MAIN ENTERPRISES LLC	2629 TROY RD	DELAWARE	OH	43015	614-205-9065

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MARSHALL, WESLEY G	WES MARSHALL TOOLS & EQUIPMENT, LLC	1504 VICTOR DR	COPLEY	OH	44321	330-612-6164
MCHUGH, CARL S		808 5TH ST	BRILLIANT	OH	43913	740-275-2208
MCPEEK, ALAN D	MCTOOLS LLC	198 LONGVIEW DR	WADSWORTH	OH	44281	330-618-0060
MICHAEL, DAVID WILLIAM	DAVE MICHAEL TOOL SALES LLC	6320 CARRIAGEVIEW LN	CINCINNATI	OH	45248	513-535-6654
MIRANDA, JAIME M	MIRANDA M. TOOLS LLC	854 MARBEA DR	LOVELAND	OH	45140	323-855-7274
MONTGOMERY, RUSSELL K	MF TOOL & SERVICE LLC	1469 N OPFER LENTZ RD	MARTIN	OH	43445	419-654-0200
NEARON, JOSHUA G	JN TOOL SALES LLC	7570 LOVE RD	HAMERSVILLE	OH	45130	937-515-8558
PARKE, STEVEN M	PARK FAMILY TOOLS, LLC	212 GRANITE CLIFF DR	CHILLICOTHE	OH	45601	740-703-9140
PERCHINSKE, JAMES RAYMOND	JAMES R. PERCHINSKE, LLC	4425 JOEY'S LANE	MEDINA	OH	44256	440-537-5017
PICKARD, JEFFREY A	PICK TOOLS, LLC	9129 NICHOLS LANE	JOHNSTOWN	OH	43031	740-649-1685
POOLE, DOUGLAS BRIAN	TOOL DUDE, INC.	PO BOX 548	DOVER	OH	44622	330-827-1887
PUGLISI, JOSEPH T	PUGLISI QUALITY TOOLS, LLC	14142 HATFIELD RD	RITTMAN	OH	44270	330-760-1463
RAMP, DALE ALLEN		7293 TIMBERNOLL DR	WEST CHESTER	OH	45069	513-535-3640
REASONER, DUSTIN M	DMR TOOL SALES INC.	13289 TENNY RD	MOUNT STERLING	OH	43143	614-306-7566
REASONER, MARK PRESTON	REASONER TOOL SALES INC.	2239 HOLT RD	GROVE CITY	OH	43123	614-588-2488
REAUME, RONALD JOSEPH	R & R TOOL SALES, LLC	2689 GENOA RD	PERRYSBURG	OH	43551	419-467-7820
REDFERN, ISAAC S	RED TOOL SALES INC.	1696 MARSDALE AVE	COLUMBUS	OH	43223	614-915-5876
RUDY, TIMOTHY MICHAEL		2817 PROGRESS PARK DR	STOW	OH	44224	330-807-4272
SAUNDERS, JEREMIAH W	SAUNDERS' TOOL SALES, LLC	8196 FENNER RD	LUDLOW FALLS	OH	45339	937-416-8667
SCHEIBENZUBER, MARK A	MAS TOOLS LLC	8725 DAVIS RD	MAINEVILLE	OH	45039	513-678-3875
SCHMOEKEL, MATTHEW D	M & A TOOLS LLC	5565 CURTICE RD	NORTHWOOD	OH	43619	419-205-2536
SCHNEIDER, TIMOTHY JOHN (IN & OH outlets)	TIM SCHNEIDER'S TOOL SALES, L.L.C.	16599 SOUTHLAND RD	BOTKINS	OH	45306	937-726-3731
SEARS, BRITT T	ABS TOOL SALES LLC	410 W CENTER ST	FARMERSVILLE	OH	45325	937-313-1504
SHIRKMAN, DAVID A	STS3, LLC	7650 WARNER RD	MADISON	OH	44057	330-603-6875
SILVEOUS, DOMINIC A	SILVEOUS TOOLS LLC	13355 DOUGLAS LANE RD	CENTERBURG	OH	43011	614-562-6879
SITTERLE, JASON A	JAS TOOLS, LLC	3002 CITATION LN	NORTH BEND	OH	45052	513-253-8198
SLEZAK, MICHAEL A	M&J TOOLS, LLC	6111 RIVER RD	MADISON	OH	44057	216-403-2978

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
SPLAWINSKI, BRYCE N	BNS TOOL SALES LLC	3141 DAWNELLE CT	LEBANON	OH	45036	513-518-9510
STAHL, KEVIN BRIAN		1453 GLENN ABBEY DR	KETTERING	OH	45420	937-623-9466
STARK, ALEX J	STARK TOOL SALES LLC	6769 N REIMAN RD	CURTICE	OH	43412	419-351-7152
STARZYNSKI, JONATHAN M	JMS TOOL SALES LLC	12200 KILE RD	CHARDON	OH	44024	440-821-5451
STEINMILLER, ADAM	TSV TOOL COMPANY, LLC	19580 W MOLINE MARTIN RD	MARTIN	OH	43445	419-467-7950
STEVENS, WESLEY A	WES STEVENS TOOLS LLC	468 TWP 198	CENTERBURG	OH	43011	614-395-6475
STIERWALT, SHANE A	STIERWALT ENTERPRISES LLC	100 STUDEBAKER CT	BROOKVILLE	OH	45309	937-572-9970
STRACK, SHANNON R	STRACK TOOLS LLC	4810 HANLEY ROAD	CINCINNATI	OH	45247	513-520-8621
SWANSON, BRANDON M	LIMITLESS TOOL AND SUPPLY LLC	334 COUNTY RD 281	SULLIVAN	OH	44880	330-473-8198
SZCZEPINSKI, ALLAN C	ACS BUSINESS ENTERPRISES LLC	12473 BENTBROOK DR	CHESTERLAND	OH	44026	440-487-2815
TALIK, KEITH M	TALIK'S TOOLS LLC	7495 STATE ROUTE 207	MOUNT STERLING	OH	43143	614-599-3399
TOMAZINE, NICKOLAS W	ROYAL T TOOLS LLC	2589 PALMER LN, PO BOX 45	AVON	OH	44011	440-714-1493
TOMER, CLAYTON R	TOMER'S TOOL SALES, LLC	2970 STATE ROUTE 665	LONDON	OH	43140	614-499-1923
ULRICH, AMORY	AMORY'S TOOLS AND TECH LLC	5495 JAYCOX RD	NORTH RIDGEVILE	OH	44039	440-670-5026
WEBER, RANDY L	EJM Tools, LLC	17603 WHITNEY RD, BLDG 2, APT 225	STRONGSVILLE	OH	44136	216-299-6518
WILSON, SCOTT C	ELITE TOOLS LLC	60 SQUIRES CT	CANFIELD	OH	44406	216-225-0144
WLOTZKO, MATTHEW F	BMW TOOLS LLC	853 EAST AVE	TALLMADGE	OH	44278	330-472-5040
WOOLUM, DAVID WAYNE (KY outlet)	DAVE WOOLUM TOOL SALES INC.	1813 FRANKLIN MEADOWS	NEW RICHMOND	OH	45157	859-250-2007
AMES, TRAVIS DALE	KT AMES ENTERPRISES LLC	PO BOX 12 6901 MORAVA	WHEATLAND	OK	73097	405-408-6540
BRUEGGEN, KENNETH J	KENNY'S TOOLBOX, LLC	1218 W FAY AVE	KINGFISHER	OK	73750	405-368-7782
BRYANT, CHASE A	CB INDUSTRIES, LLC	17500 COUNTY RD 1510	ADA	OK	74820	580-320-8294
CHOATE, KENNETH M	KC TOOLS, LLC	5707 COUNTY RD 1480	ADA	OK	74820	580-399-1409
CLAYBAUGH, RICHARD RAY		23437 E 132ND ST SOUTH	COWETA	OK	74429	918-637-9773
CORRY, CHARLES W	CCKL SERVICES LLC	29710 CLEARPOND RD	MCLOUD	OK	74851	405-821-3856
CRAWFORD, DONALD RAY		17384 E 13TH ST	TULSA	OK	74108	918-637-1377
CROISANT, JACKYE L	JACK'S TOOLS, LLC	3217 48TH STREET	WOODWARD	OK	73801	580-216-7627
DAVIS, MARK SAMUEL	MSD TOOL COMPANY LLC	11501 COUNTY ROAD 1500	ADA	OK	74820	580-310-2592

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FEGALY, JASON L	FEGALY TOOL SALES, INC.	17972 S MEMORIAL DR	BIXBY	OK	74008	918-284-6391
GANN, STEVEN L	STG TOOLS LLC	4225 COUNTY ROAD 1460	ADA	OK	74820	580-235-7471
HANNELD, KEVIN LEE		10301 KATY LINE CT	YUKON	OK	73099	405-630-9981
HILL, JOSHUA J	JLH TOOLS, LLC	107 MONTEREY ST	PONCA CITY	OK	74601	580-716-7180
KENNEY, JACK D	KENNEY TOOLCO LLC	447684 ANCHORS END, UNIT 26	VINITA	OK	74301	918-938-2910
KOCH, LEVI K	NEXGEN TOOLS, LLC	10971 N 2030TH RD	ELK CITY	OK	73644	580-330-3971
LAPLANTE, KEVIN R	KRL TOOLS L.L.C.	1477 ORCHARD RD	CALERA	OK	74730	580-235-1991
LOWE, DAVID D	DAVE'S TOOL BOX LLC	1008 ELM ST	NINNEKAH	OK	73067	405-320-4044
LOWE, JUSTIN D	TRIPLE J TOOL CO INC	300 SUMMER VALLEY RD	BLANCHARD	OK	73010	405-320-1338
LOYD, CHARLES L **	RUST SHOP TOOLS LLC.	19050 168TH ST	LEXINGTON	OK	73051	405-243-1492
MADDEN, NATHAN R	ROCKIN M TOOLS LLC	23876 160TH ST	MAYSVILLE	OK	73057	405-640-5118
MARTINEZ, MIGUEL A	2M2E TOOL SALES LLC	5905 N 34TH ST	BROKEN ARROW	OK	74014	918-851-4980
MELTON, DAVID W	MELTON TOOLS LLC	520 SOUTH ST PAUL	OKLAHOMA CITY	OK	73130	405-596-3077
MILLER, MICHAEL J	MILLER TOOL CO, LLC	4107 NORGE RD	CHICKASHA	OK	73018	405-320-2816
NOBERT, PHILIP W		102423 SOUTH HWY 102	MCLOUD	OK	74851	405-306-9837
NORRIS, WESLEY J	NORRIS TOOLS SALES LLC	12541 E 38TH ST	TULSA	OK	74146	918-698-8575
NUMBERS, ERIC R	TOOLS BY THE NUMBERS, INC.	9914 N 120TH EAST AVE	OWASSO	OK	74055	918-638-7627
RANDELL, RYAN M	M&W TOOLS LLC	581 RIDGEMONT DR	CLEVELAND	OK	74020	918-630-8806
REISIG, KYLE E **	KAR TOOL SOLUTIONS LLC	11900 AZALEA PARK PL	EDMOND	OK	73034	405-820-9570
ROGERS, CHALIS W	R & R TOOLS, LLC	10336 N 2432 CIRCLE	WEATHERFORD	OK	73096	580-330-2046
ROHRER, JEFFREY D	ROHRER TOOL LLC	24399 COUNTY ROAD 370	ALVA	OK	73717	580-334-3555
ROSS, KENNETH M	MJPN ENTERPRISES, INC.	820 COUNTY ST 2920	TUTTLE	OK	73089	405-406-8714
SAUM, RYAN T	S&S TOOLS, LLC	17901 CHATHAM HILLS RD	NORMAN	OK	73071	405-615-7640
SCOTT, BRIAN WAYNE (TX outlet)	SCOTT TOOL CO., LLC	3157 ROAD S	GUYMON	OK	73942	580-651-7052
SHORES, LARRY C	REDDIRT TOOLS LLC	3770 S 91ST EAST AVE	TULSA	OK	74145	918-402-5974
SMITH, CLAYTON J	CLAY SMITH TOOLS LLC	13340 N 470 RD	TAHLEQUAH	OK	74464	918-708-5309
SMITH, MATTHEW A	GID, INC.	2200 NE 100TH ST	OKLAHOMA CITY	OK	73131	405-473-6288
STEVENSON, GREGORY L	GREG STEVENSON TOOL SALES LLC	1944 COUNTY ROAD 1212	TUTTLE	OK	73131	903-271-6590
STEVENSON, JAMES M	Stevenson Tool Sales LLC	1944 COUNTY ROAD 1212	TUTTLE	OK	73089	405-365-6363

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TERRY, RODNEY DEAN	TERRY TOOL COMPANY LLC	8380 PRAIRIE RIDGE RD	YUKON	OK	73099	405-317-4658
TUSEK, CHRISTOPHER J	C&L TOOLS LLC	11153 COUNTY ROAD 3570	ADA	OK	74820	580-399-4091
WAGNON, MARK D	WAGNON TOOLS, LLC	220 S 1ST AVE	STROUD	OK	74079	918-290-9372
WHITE, DANIEL EARL		3628 EAST 102ND ST	TULSA	OK	74137	918-636-0335
WILLIAMS, LARRY EUGENE		12375 E GORE	LAWTON	OK	73501	580-695-0573
BAKER, ADAM C	ADAM BAKER TOOL COMPANY LLC	7470 CASON CIR	GLADSTONE	OR	97027	503-730-0975
BAMRICK, DANIEL E		3507 NE FAIRVIEW LAKE CT	FAIRVIEW	OR	97024	503-201-1581
BAMRICK, DANIEL R		2154 OREGON ST, UNIT 111	SAINT HELENS	OR	97051	541-410-2060
BECKERS, RICHARD JOHN		18295 S NANCY JEAN WAY	OREGON CITY	OR	97045	503-789-5109
BURBACK, MATHEW SPENCER		17755 SOUTHEAST DECKER RD	BORING	OR	97009	503-201-6016
CANNOY, DUSTIN M	DC MOBILE TOOLS SOLUTIONS, INC.	5434 RIVER RD NORTH	KEIZER	OR	97303	503-881-4687
CLAYTON, DOUG		16600 SE STONEY BROOK CT	CLACKAMAS	OR	97015	503-810-2633
CURTIS, SHAWN ANTHONY	S. CURTIS, INC.	1719 ORCHARD LN	ROSEBURG	OR	97471	541-580-0402
DELONG, CORIE L	DELONG TOOLS, INC.	1297 SE WINDSONG DR	CASCADE LOCKS	OR	97014	913-378-3595
DENTON, JEFFREY MICHAEL	DENTON TOOLS LLC	2260 SW 187TH AVENUE	BEAVERTON	OR	97003	503-867-3822
DODDS, RICHARD P	DODDS TOOLS, INC.	14875 SW 79TH AVE	PORTLAND	OR	97224	503-593-1796
GREEN, JUSTIN W B	GREEN TOOLS LLC	5010 CHILLY VALLEY LN	KLAMATH FALLS	OR	97603	541-891-4734
GRIFFITH, SHAWN I	S AND A INDUSTRIES, INC.	16915 S WYATT ESTATES LN	BEAVERCREEK	OR	97004	503-313-7215
HESS, TY (CA outlet)		PO BOX 924	BROOKINGS	OR	97415	707-496-8665
HINES, SHANE S		2540 MILL CREEK DR	PROSPECT	OR	97536	541-951-3802
JACKSON, DAVID W	W JACKSON TOOLS ENTERPRISES, INC.	12210 SOUTHWEST ANN CT	TIGARD	OR	97223	503-970-1868
KAPPA, SAMUEL JAMES	SNAPPY SAM TOOLS LLC	705 AVOCET AVE	BANDON	OR	97411	541-260-5522
KEMP, MARK A	KEMP'S NORTH COAST TOOLS LLC	374 NORTH 2ND ST	SAINT HELENS	OR	97051	503-396-6782
LAWYER, BRANDON C	AUTOMOTIVE OBSESSIONS, LLC	966 SUMMER BREEZE DR N	KEIZER	OR	97303	503-910-1763
LEASE, SCOTT R	SCOTT LEASE, LLC	67038 HUNTER ROAD	SUMMERVILLE	OR	97876	541-910-7036
LEE, SETH D	SL TOOLS LLC	5524 SW 153RD AVE	BEAVERTON	OR	97007	503-575-0819
LOFTON, MATTHEW V	M TOOLS LLC	205 N FRONT ST	DETROIT	OR	97342	503-930-9591
MCCONNELL, BRANDON W	MCCONNELL TOOLS, LLC	950 MORNINGSIDE DR SE	SALEM	OR	97302	541-351-1148
MILLER, TRACY D	TCM TOOLS, LLC	1630 NE MCDONALD LN	MCMINNVILLE	OR	97128	541-968-1552

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MORRISON, BILL		43610 MC KAY DR	Pendleton	OR	97801	541-969-8109
OBRIEN, SHELBY D	SHELBY O'BRIEN TOOL SALES INC	19020 S MATTOON RD	ESTACADA	OR	97023	503-997-9668
OHLDE, JEREMY E	J&J TOOL SOLUTIONS LLC	25982 GIRL SCOUT RD	VENETA	OR	97487	541-591-5714
ORCUTT, BENJAMIN J	ESSENTIAL TOOLS LLC	1589 KELLY ST NE	KEIZER	OR	97303	503-877-7956
PATCH, ROBERT J	RP TOOLS LLC	1510 ST HELENS ST NW	SALEM	OR	97304	503-969-9308
PETERSON, MICHAEL D	CENTRAL OREGON TOOL SUPPLY LLC	3647 SW HIGHWAY 97	MADRAS	OR	97741	541-640-1014
ROBINSON, DAVID A	DAVID ROBINSON TOOLS, LLC	2819 HANOVER CIR	MEDFORD	OR	97504	541-944-1829
SHIELDS, LANCE J	SHIELDS TOOLS, LLC	720 E D ST	JACKSONVILLE	OR	97530	541-944-1477
SMITH, ROBERT HENDEE	BOB SMITH ENTERPRISES, INC.	8951 S GRIZZLEY BEAR CT	CANBY	OR	97013	503-320-8567
STAGNOLI, MAURIZIO	STAGNOLI ENTERPRISES, INC.	2155 S 5TH ST	LEBANON	OR	97355	541-979-5731
STRINGER, TRAVIS RAE (CA outlet)	STRINGER TOOLS, INC.	8218 ROCKINGHORSE LN	KLAMATH FALL	OR	97603	541-892-4734
THOMPSON, WILLIAM M	BBB TOOLS LLC	641 SOUTHWEST WESTERN AVENUE	GRANTS PASS	OR	97526	541-659-0908
WEBB, JOSEPH H	JW TOOL SALES INC	2347 SE JASMINE WAY	GRESHAM	OR	97080	503-754-3098
WOOD, JUSTIN A	WOOD TOOLS, LLC	16940 SW CAMBRIDGE DR	BEAVERTON	OR	97078	503-970-7044
WRIGHT, GENE	OSKEE, INC.	21305 GIFT RD	BEND	OR	97703	541-480-1330
ACE, ANDREW D		118 EARLYS MILL RD	HUMMELSTOWN	PA	17036	570-490-3567
AMEN, RICHARD T	AMEN & COMPANY LLC	185 SCENICVIEW DR	DALLAS	PA	18612	570-991-5052
BAKER, JOSHUA A	BAKER TOOL & EQUIPMENT LLC	333 LUTZVILLE RD	EVERETT	PA	15537	814-285-8810
BARR, SAMANTHA L	BARR OPERATIONS LLC	1014 TAYLOR ST	NORTH VERSAILLES	PA	15137	678-464-5652
BITENS, ADOLPH VICTOR	SPRUCE HOLLOW TOOLS, LLC	60 SPRUCE HOLLOW RD	HOMER CITY	PA	15748	814-525-0769
BOCCELLI, BRIAN J	TEAM B TOOLS, LLC	2165 MEADOWVIEW DR	JAMISON	PA	18929	267-446-4794
BOOK, GERALD M	BOOK TOOLS, LLC	1846 MINE RD	PARADISE	PA	17562	717-808-6547
BOTTORF, CURTIS		218 CORNERSTONE DR	BLANDON	PA	19510	610-587-3161
BOWMAN, WILLIAM JOHN		167 NAFTZINGERTOWN RD	MOHRSVILLE	PA	19541	610-496-6385
BRAIM, JAYSON R		48 CRESTMONT CIR	BLOOMSBURG	PA	17815	570-594-9699
BRANDT, KERRY W	KB TOOLS LLC	107 SPRINGFIELD DR	SELLERSVILLE	PA	18960	267-772-0997
BREININGER, TROY W	BREININGER TOOL SALES, LLC	1132 VALLEY FORGE RD	NORRISTOWN	PA	19403	610-223-6895

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BROWN, ALLEN	MAGNUM TOOLS LLC	645 SOLOMON TEMPLE RD	LATROBE	PA	15650	814-242-4043
BURKEY, JARED M	BURKEY PRECISION TOOLS & EQUIPMENT LLC	114 NOBLE ST	LITITZ	PA	17543	717-917-5539
CELLUCCI, JOSEPH D	PHILADELPHIA ODD AQUATICS LLC	811 WYNDOM TER	SECANE	PA	19018	484-477-2095
CESMEGI, DOUGLAS A	CESMEGI LLC	602 SOUTH MAIN ST	PERKASIE	PA	18944	215-989-3046
CIFONE, MICHAEL R	TOOL THERAPY LLC	611 HOWARD RD	WEST CHESTER	PA	19380	610-506-6962
COLLINA, ANTHONY N	TONY'S TOOL CRIB, LLC	383 NORTH PENN DIXIE RD	BATH	PA	18014	610-972-2706
CRUZ, RAMON A	RAC TOOLS INC	11921 STEVENS RD	PHILADELPHIA	PA	19116	215-681-8074
CRYTZER, NATHAN O	BIG COUNTRY SERVICES AND TOOLS INC	524 BONNIEBROOK RD	BUTLER	PA	16002	724-841-9480
CURTIS, CHRISTOPHER J **	TOOLS OF THE TRADES SALES LLC	10644 W MAIN RD, LOT 167	NORTH EAST	PA	16428	814-969-1781
DAKAS, PETER A	DAKAS ENTERPRISES, LLC	441 GREENWOOD RD	KENNETT SQUARE	PA	19348	610-909-9400
DAVIS, KOREY E	KD TOOLS, LLC	4225 PLYMOUTH ST	HARRISBURG	PA	17109	302-236-9190
DAVIS, RYAN R		370 HUP ROAD	MILLERSBURG	PA	17061	717-433-5071
DAWSON, SHANE S	SD TOOLS LLC	902 TOWNSHIP LINE RD	PERKIOMENVILLE	PA	18074	610-972-1332
DECKER, RONALD W	RON DECKER TOOLS LLC	1423 FORESTDALE CIR	JAMISON	PA	18929	215-431-7900
DEHAVEN, JEFFREY T	NEXT LEVEL VENTURES LLC	249 POPLAR RD	WARMINSTER	PA	18974	267-904-7213
DEPCRYMSKI, DANIEL T	D&J TOOLS L.L.C.	158 ALWINE RD	SAXONBURG	PA	16056	724-822-0678
DOTZEL, CHRISTOPHER G	DOTZEL TOOLS, INC.	90 DOTZEL LN	MOUNTAIN TOP	PA	18707	570-762-5360
DOYLE, BRIAN M	RUSTY NUTS AUTO LLC	1712 POWDER MILL LN	Wynnewood	PA	19096	610-213-9309
DUMONT, DAVID B	DOUBLED ENTERPRISES, INC.	1124 YANKEE DR	DOWNINGTOWN	PA	19335	610-637-1540
EISMONT, ERIK RICHARD	EISMONT TOOLS LLC	72 GILL HALL RD	CLAIRTON	PA	15025	412-916-4232
EVEY, WESLEY A	K & K TOOLS, LLC	281 WALIZER RD	BELLEFONTE	PA	16823	814-441-0842
FAVINGER, MARK		1062 FOREST RD	WEST CHESTER	PA	19382	610-496-7879
FAZZOLARE, NICHOLAS F	FAZZ TOOLS LLC	20 LOCUST AVE	MARIANNA	PA	15345	412-925-6234
FERENCE, JOSEPH L		319 LINDSAY RD	ZELIENOPLE	PA	16063	724-816-0070
FETTER, CLAYTON R		331 LIMEKILN RD	READING	PA	19606	484-651-0064
FONDER, CHARLES D	CHAZES GADGETS AND SUPPLIES LLC	500 DARRAHS WAY	TELFORD	PA	18969	215-264-4908
FORD, STEVEN S	STEVES TOOL SERVICE LLC	223 MUSH DAHL RD	NEW RINGGOLD	PA	17960	610-417-8268

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FREED, SETH E	SF TOOLS LLC	1933 BETHLEHEM PIKE	SELLERSVILLE	PA	18960	484-744-0130
FRY, CRAIG L	FRY TOOLS LLC	12418 ROUTE 56 HWY E	SEWARD	PA	15954	814-525-9857
FUNKHOUSER, JAY L **	J.L. FUNKHOUSER ENTERPRISES INC.	128 TOWER LN	NEW BRIGHTON	PA	15066	412-298-1967
GERING, JOSHUA A	SNFL ENTERPRISE LLC	183 LUXOR SCHOOL RD	Luxor	PA	15662	706-969-9352
GIPE, TROY W	TSG TOOLS LLC	804 LINDIA DR	CHAMBERSBURG	PA	17202	717-377-2250
GOODLING, RODNEY L	GOODLING TOOLS, LLC	PO BOX 117	WELLSVILLE	PA	17365	717-554-5631
GRAHAM, BRIAN J	BG TOOL COMPANY, LLC	11 THOMAS DR	MOUNTAIN TOP	PA	18707	570-466-2960
HARHUT, THOMAS C		130 PEACEFUL VALLEY ROAD	SCOTT TOWNSHIP	PA	18411	570-604-3209
HARRIS, DARRYL G		2964 SUNNYCREST RD	WILLOW GROVE	PA	19090	215-906-1063
HEARING, JAMES	UPPER BUCKS TOOLS AND EQUIPMENT LLC	506 HAVEN CT	SELLERSVILLE	PA	18960	215-651-2721
HEARL, JOHN L	J Hearl Tool and Equipment LLC	RURAL ROUTE 2, BOX 137a	FALLS	PA	18615	570-604-2688
HECK, JOHN W	HECKTOWN TOOLS LLC	504 FRIENDSHIP DR	FLEETWOOD	PA	19522	484-797-7772
HENRY, DERRECK E	717 CARS LLC	405 HEISERS LN	CARLISLE	PA	17013	717-443-2360
HESSER, MARK D.		141 TOW HILL RD	PORT MATILDA	PA	16870	814-571-7239
HICKS, ALLAN J	AJH ENTERPRISES LLC	1014 TAYLOR ST	NORTH VERSAILLES	PA	15137	706-344-9991
HILL, ERIC A	EH TOOLS LLC	1460 MCGILL HOLLOW RD	LINDEN	PA	17744	570-220-0956
HILLMAN, NICHOLAS R	HILL TOP TOOLS, LLC	405 LIBERTY ST	DUPONT	PA	18641	570-793-3722
HITCHCOCK, CHRISTOPHER R	SNAP SNAP BABY, LLC	116 GENTLEMENS WAY	LANCASTER	PA	17603	907-727-8129
HOLZER, TIMOTHY J	TIM THE TOOL MAN, LLC	325 N 10TH ST, STE 300 #244	LEWISBURG	PA	17837	570-415-1980
HOOVER, ARLAN D	MR B SUPPLY LLC	58 E MAIN ST	REINHOLDS	PA	17569	717-466-9075
HORNING, JARED J		2 DONAHUE LN	NEWMANSTOWN	PA	17073	717-989-6815
HUFFMAN, ROBERT W	BOB HUFFMAN SALES LLC	3931 WILLETT RD	PITTSBURGH	PA	15227	412-583-9858
JOHNSON, CRAIG A	Keystone Tools LLC	218 PLEASANT AVE	CANONSBURG	PA	15317	412-287-2571
JOHNSON, KRISTOFER R	KRIS R. JOHNSON, LLC	119 ROUTE 106	GREENFIELD TOWNSHIP	PA	18407	570-351-6107
JONES, MARK D	MARK JONES TOOLS LLC	202 LIMESTONE DRIVE	BELLEFONTE	PA	16823	814-880-8698
KALTSAS, VASILIOS H	VHK TOOLS, LLC	180 SUGAR ST	HONESDALE	PA	18431	570-955-6747

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
KEIFFER, ETHAN J		4250 STATE RTE 54	TURBOTVILLE	PA	17772	570-412-4148
KEITER, JODY W	JODY W. KEITER, INC.	4314 STATE RTE 225	DORNSIFE	PA	17823	570-490-2486
KELLER, TYLER B	TK TOOLS INC	126 WOODLAND MANOR DR	MOHNTON	PA	19540	484-256-1822
KENNEDY, BRIAN W	VSP SERVICES LLC	3 SARAH DR	NEWTOWN	PA	18940	267-716-0333
KENNEDY, ROBERT J	VSP TOOLS, INC.	268 DORIS AVE	HOLLAND	PA	18966	267-784-6610
KEPLER, BRADLY L	KEPLER'S TOOLS LLC	845 LIBERTY VALLEY RD	DANVILLE	PA	17821	570-274-0462
KILLMER, RONALD R	KILLMER'S TOOLS, LLC	PO BOX 2202	ALBRIGHTSVILLE	PA	18210	570-233-8183
KIRCHNER, JAMES S	KIRCHNER UNLIMITED, LLC	2190 VALLEY VIEW DR S	SAYLORSBURG	PA	18353	570-497-1542
KODADEK, SHAWN T	SHAWNS TOOL SALES INC.	6940 NORWITCH DR	PHILADELPHIA	PA	19153	610-476-0736
KOKINDA, MICHAEL		252 E HAZARD ST	SUMMIT HILL	PA	18250	570-778-4367
KONCAR, NIKOLAS M	KONCAR ENTERPRISES LLC	1138 ERIE AVE	VANDERGRIFT	PA	15690	724-594-3006
KONTRA, JOSEPH J	J.K. TOOLS LLC	101 WHITNEY PL	LANSDALE	PA	19446	267-640-2701
KUNKLE, RYAN J	RK TOOLS INC	266 MINE RD	FLEETWOOD	PA	19522	484-651-3290
LANDIS, JOHN R	JOHN R LANDIS JR, LLC	50 FAIRVIEW RD	LITITZ	PA	17543	717-278-0244
LINEY, PATRICK	T2 TOOLS, INC.	735 TEMPERANCE LN	WARMINSTER	PA	18974	215-669-0938
LITTLE, BRANDON S	THE LITTLE TOOL TRUCK L.L.C.	11 WATSON DR	CARLISLE	PA	17015	717-574-0472
LOVELL, JEFFREY A	LOVELL ENTERPRISES LLC	641 WATERDAM RD	CANONSBURG	PA	15317	412-652-0496
LOWE, JAMES M		344 COFFEETOWN RD	DILLSBURG	PA	17019	717-512-9916
MARTIN, CASEY G	MARTIN TOOLS, LLC	105 MAPLE FARM RD	EPHRATA	PA	17522	717-572-6491
MCALEER, DANIEL P	D & A TOOLS LLC	182 ROSE VALLEY RD	POTTSTOWN	PA	19464	484-587-3954
MCCLOSKEY, NATHAN D	NDMc LLC	777 UNIONVILLE RD	PROSPECT	PA	16052	724-996-7967
MCDADE, BILLY P	MCDADE, LLC	2551 WAGNER RD	GILBERTSVILLE	PA	19525	610-316-5563
McGIHON, MICHAEL P	McGihon Quality Tools, Inc.	6712 FIELDCREST DRIVE	DELMONT	PA	15626	412-298-9901
MCGUINNESS, THOMAS F	3N TOOLS, INC	19 LINDA LANE	COATESVILLE	PA	19320	484-467-2787
MCMAHON, BRYON M	RATCHETS, WRENCHES, AND DRIVES L.L.C.	601 SOUTH 6TH STREET	FRACKVILLE	PA	17931	570-590-3541
MEENAN, FRANCIS EDWARD (NJ outlet)		1570 FRANKLIN RD	LANGHORNE	PA	19047	215-783-1097
MEITZLER, PERCY P	PM Tools LLC	56 EDGEHILL RD	BOYERTOWN	PA	19512	484-433-4547

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MESSENGER, MICHAEL A	MPM Tools, LLC	325 EAST PENN AVE	cleona	PA	17042	717-821-1174
MEYER, NATHAN D	NATHAN MEYER LLC	636 W WALNUT ST	PALMYRA	PA	17078	717-507-6072
MICHALSKI, FRITZ C	FKM ENTERPRISES LLC	2725 ELK ST	LAKE CITY	PA	16423	814-450-4057
MITCHELL, DENNIS R	DMITCHZ LLC	1433 OVERHILL RD	WEST CHESTER	PA	19382	610-547-7526
MOFFATT, DEREK J	D TOOLS LLC	112 KAISER RD	BUTLER	PA	16002	724-602-7780
MORGAN, CHRISTOPHER R		607 FERNE DR	KITTANNING	PA	16201	352-476-5003
MORGERA, MARK		4 SPRING ST	MEDIA	PA	19063	610-547-6174
MOYER, DANIEL J	DMR TOOLS, LLC	1722 SIEGFRIEDALE RD	KUTZTOWN	PA	19530	484-256-3667
MOYER, JACK E		1410 BRINKERTON RD	GREENSBURG	PA	15601	724-837-2185
MULDOWNEY, JOSEPH		508 CRICKET AVE	GLENSIDE	PA	19038	215-416-6759
MURPHY, JASON P	MURPHYS TOOLS LLC	528 CATTEL ST	MIDDLETOWN	PA	17057	717-460-2307
MYERS, TIMOTHY E	TMSOF LLC	532 S CENTER ST	GROVE CITY	PA	16127	724-208-1816
NAMY, SEAN E	NAMY ENTERPRISES LLC	501 980 RD	MCDONALD	PA	15057	724-255-2694
NEFF, JEFFREY T	JEFF NEFF TOOLS LLC	1238 BROOKE BLVD	READING	PA	19607	610-334-7572
NUZZO, WILLIAM		1592 ARONA RD	IRWIN	PA	15642	412-969-3194
OLEARY, TERENCE R	C&A TOOLS, INC.	64 FRANCIS MEYERS RD	NEW BRITAIN	PA	18901	267-884-2260
PANE, JOSEPH M (NJ outlet)	JOE'S TOOLS AND EQUIPMENT LLC	267 WOODLAKE DR	SOUTHAMPTON	PA	18966	609-685-5885
PANE, MATTHEW J	MATT PANE TOOLS LLC	61 CHRISTOPHER DR	HOLLAND	PA	18966	215-837-1298
PHILLIPS, DANIEL		826 ADELINE ST	SPRINGDALE	PA	15144	412-551-7627
PLANCE, MATTHEW S	PLANCE TOOLS, INC	6163 FARM ROAD	EXPORT	PA	15632	412-926-0043
PONTZ, DAVID J	D AND M PONTZ TOOLS AND EQUIPMENT, LLC	502 LAMPETER ROAD	LANCASTER	PA	17602	717-587-9231
PROSEY, JOSEPH D		209 MORDAN RD	MILLVILLE	PA	17846	570-204-8865
RATIU, GREGORY G	RATMAN TOOLS LLC	23 S VASSAR DR	QUAKERTOWN	PA	18951	215-778-6442
REEVES, TROY J	Reeves Tools LLC	471 SPRUCE LN	HOUSTON	PA	15342	540-250-0063
REIDENOUER, CHRISTOPHER D	C&J TOOLS INC.	450 PENN RD	PLYMOUTH MEETING	PA	19462	267-664-0590
RENISH, JOSEPH PATRICK		1711 5TH AVE	FOLSOM	PA	19033	610-637-1511
RESSLER, MICHAEL W	RESSLER GROUP, LLC	325 STONE HILL RD	CONESTOGA	PA	17516	717-584-5205

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RICHARDSON, JEFFERY L	JEFFERY L. RICHARDSON, LLC	178 NEW BALTIMORE RD	CENTRAL CITY	PA	15926	814-525-0507
RISING, BILL	BR TOOLS CORPORATION	125 FAIR RD	INDIANA	PA	15701	724-840-3652
ROPER, BRYAN A	ROPER'S WRENCHES LLC	4 WATSON DR	CARLISLE	PA	17015	717-385-4737
ROUPAS, CHRISTOS	ROUPAS ENTERPRISES INC.	518 CHURCH LN	Lansdowne	PA	19050	610-842-5955
RUPP, CLINTON J	RUPPS TOOLS, LLC	77 REBECCA DRIVE	CLARION	PA	16214	814-229-6831
SANTIAGO, ALFONSO L	SANTIAGO TOOLS, LLC	198 SENATOR RD	MILLERSBURG	PA	17061	223-239-0019
SCHROEDER, WILLIAM M	TOP TIER TOOLS LLC	6155 IRISHTOWN RD	BETHEL PARK	PA	15102	724-421-5661
SERBAK, MATTHEW	SERBAK TOOLS LLC	255 A EAST GRANT ST	HOUSTON	PA	15342	412-302-4038
SHUNKWILER, GEORGE J	SHUNKWILER TOOLS LLC	432 MIRIAM ST	RAMEY	PA	16671	814-592-7579
SIEGENTHALER, PETER		365 WAGNER RD	CENTRE HALL	PA	16828	717-994-6458
SILEO, DAVID D	DAVID D SILEO JR LLC	746 MAHOOD RD	WEST SUNBURY	PA	16061	724-355-2242
SITLEY, KEVIN CHRISTOPHER (DE outlet)	KCS SALES & SERVICE LLC	141 MCDONALD WAY	OXFORD	PA	19363	484-437-9347
SMITH, BRYAN M	BRYAN SMITH TOOLS LLC	27 EAST LUZERNE AVE	KINGSTON	PA	18704	570-762-4074
SMITH, MATTHEW D		124 RHAPSODY DRIVE	PORT MATILDA	PA	16870	814-880-6484
SNYDEMAN, GARY		441 WINGSPREAD CT	READING	PA	19606	610-587-6604
SOLLINGER, JASON R	J SOLLINGER TOOLS LLC	614 TWIN COUNTY RD	HONEY BROOK	PA	19344	484-716-6476
SORENSEN, KYLE C	K. S. TOOLS, LLC	200 COTTAGE LN	LANCASTER	PA	17601	717-575-8434
STEVENS, DAVID W	STEVENS TOOL SALES, INC.	131 SUNNY BROOK RD	ROYERSFORD	PA	19468	610-496-7875
STEWART, CHRISTOPHER J (OH outlet)	HILLTOP TOOL SALES LLC	799 RURAL VALLEY ROAD	WASHINGTON	PA	15301	724-288-8426
STEWART, PATRICK H	STEWART TOOLS LLC	15 WARD ST	WASHINGTON	PA	15301	724-825-9441
STONER, MICHAEL C	MSTONER ENTERPRISES LLC	4745 SEARS RUN DRIVE	MECHANICSBURG	PA	17050	717-679-2802
STOUGH, BRIAN J	STOUGH TOOLS LLC	2940 IPNAR RD	IRWIN	PA	15642	412-818-3986
STRAUCH, DAVID E	DES TOOL SALES LLC	515 S 5TH ST	PERKASIE	PA	18944	267-733-7759
STRAUSS, DUSTIN J	LITITZ TOOLS LLC	237 CONWAY DR	LITITZ	PA	17543	717-572-0597
SWINNICH, KENNETH	KEN SWINNICH ENTERPRISES LLC	751 BALSAM RD	WELLSBORO	PA	16901	570-439-2820
TARANTINO, FREDERIC ARTHUR	CEIBA TOOLS, LLC	83 SCHOOLHOUSE RD	BLOOMSBURG	PA	17815	570-290-9163
TAYLOR, BRADLEY	CHROME EXPRESS LLC	1248 UPTON CIR	WEST CHESTER	PA	19380	610-656-0733
UFRET, ELLIOTT R	Ufret Enterprises, LLC	338 BIDWELL HILL RD	LAKE ARIEL	PA	18436	845-754-1192

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UNGER, CARL GERARD		541 KENNERLY RD	SPRINGFIELD	PA	19064	610-496-7878
WAGNER, THOMAS J (DE outlet)	T.J. WAGNER ENTERPRISES INC.	351 REDHILL DR	BROOMALL	PA	19008	610-960-3077
WALMER, BARRY J	REMLAW TOOLS, LLC	6501 LINGLESTOWN RD	HARRISBURG	PA	17112	717-839-3873
WEBB, NICHOLAS M	WEBB TOOLS & EQUIPMENT LLC	860 EDGEWORTH CT	RED LION	PA	17356	717-873-1078
WEISS, ROBERT L	R L W TOOLS LLC	220 COAL RUN RD	CLARKSBURG	PA	15725	724-388-5504
WILBURN, MATTHEW EDWARD	MATTHEW WILBURN TOOLS LLC	502 MADISON AVE	TYRONE	PA	16686	814-329-2453
WILBURN, THEODORE S		1648 N 8TH AVE	LEBANON	PA	17046	717-778-8477
WILSON, STEPHEN W **	WILSON TOOLS, INC.	172 DUPONT ST	PHILADELPHIA	PA	19127	267-885-6514
WISE, ROBERT L	PEANUT ENTERPRISE LLC	304 HEMLOCK RD	TRAFFORD	PA	15085	304-282-2146
YEAGER, MIKE		344 NORTH SUNRISE LN	BOYERTOWN	PA	19512	610-858-1953
YORDY, GARY L		152 VALLEY DR	FREDERICKSBURG	PA	17026	717-439-2012
YULICH, KENNETH A	KEN'S TOOLS & EQUIPMENT LLC	315 BRADFORD LANE	LANSDALE	PA	19446	215-450-7144
YUZWIAK, STEVEN P	TNVN LLC	850 CALLOWHILL ROAD	PERKASIE	PA	18944	267-784-0958
CATONI, PEDRO M	P&S TOOL DISTRIBUTORS LLC	CALLE 4 C-4 PARQUE MONTEBELLO	TRUJILLO ALTO	PR	00976	787-354-4890
CINTRON, JULIAN	TOOLS EQUIPMENT AND DIAGNOSTICS SOLUTIONS INC.	URB. RIO HONDO ,CALLE RIO DUEY AA-16	BAYAMON	PR	00961	787-348-4959
COLON, JUAN C	JCS TOOLS INC.	332 CALLE PLATINO, PRADERAS DE NAVARRO	GURABO	PR	00778	787-590-9529
COLONDAVILA, ERIKA	C&C TOOLS CORPORATION	3281 CALLE MONTE PAJAROS, PRADERAS DEL RIO	TOA ALTA	PR	00953	787-624-3344
DIAZ, REINALDO	RDR DISTRIBUTORS LLC	PELICANO ST MM127, MANSION DEL MAR	TOA BAJA	PR	00949	787-370-1988
LUGO, HERBER J	TOOLS MEC SALES LLC	URB MANSION DEL SOL, MS-49 VIA ARCOIRIS	SABANA SECA	PR	00952	787-649-8086
MEDERONIEVES, ABIEZER	AMN TOOLS LLC	CARR 129 RAMAL 486 KM1 H6, BARRIO QUEBRADA SECTOR SORONDO	CAMUY	PR	00627	939-259-9526
ORTIZ, LUIS R	RINABI TOOLS DISTRIBUTORS LLC	BUZON 378 PARQUE DEL SOL	BAYAMON	PR	00959	787-309-5654

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RODRIGUEZ, WALDEMAR	EQUIPMENTS AND TOOLS SOLUTIONS INC.	BO. PUEBLO CALLE GUAMA 179	HATILLO	PR	00659	787-479-6253
RODRIGUEZVEGA, WIGBERTO	KANAWIG INC.	URB HILL VIEW CARIBBEAN ST, #701	YAUCO	PR	00698	939-219-9960
TORRES, HAROLD		FK43 CALLE POLARIS	BAYAMON	PR	00956	787-636-8902
VARELAGARCIA, JOSE J	OSEFAB INNOVATIVE INCORPORATED	CARR 159 KM 10.5 INTERIOR BO, CIBUCO 2 SEC JULIO ORTEGA	COROZAL	PR	00783	787-516-9103
CASEY, JOHN F	J CASEY TOOLS, LLC	212 DOUGLAS PIKE	NORTH SMITHFIELD	RI	02896	401-651-5646
ORTIZ, RICARDO C		PO BOX 877	COVENTRY	RI	02816	401-640-6642
PRESERVATI, ANTHONY L	PRESERVATI TOOL & EQUIPMENT CORP	2683 WALLUM LAKE RD	PASCOAG	RI	02859	401-349-7181
VANNER, BRIAN C	Elite Tools & Equipment LLC	31 DAMON AVE	WARWICK	RI	02889	401-228-5246
ANDREWS, BARRY DAVID	BARRY ANDREWS TOOLS LLC	2308 SPORTSMAN DR	HARTSVILLE	SC	29550	843-409-5075
BELL, KEVIN D	BELL'S AUTOMOTIVE LLC	2588 CALHOUN ST	Branchville	SC	29432	803-533-8164
BERUBE, DAVID MATTHEW	PROFESSIONAL TRADESMAN TOOLS SOLUTIONS LLC	203 JAQUES CT	CHARLESTON	SC	29492	843-901-8096
CESTARO, GABRIEL (NC outlet)	CESTARO TOOLS LLC	1414 KINGS GROVE DR	YORK	SC	29745	980-228-8332
COCKFIELD, WILLIAM HOWELL		2009 OLD LAURENS HWY	GREENWOOD	SC	29649	864-554-3482
DAHN, BRIAN J	TRINITY TOOLS, LIMITED LIABILITY COMPANY	402 HIDDEN MEADOW LN	SUMMERVILLE	SC	29486	843-991-2464
DODSON, DAVID R	WHAT A TOOL LLC	106 SHERMAN COURT EXT	PIEDMONT	SC	29673	660-287-3861
ELLIOTT, WILLIS E	BAM TOOLS, LLC	613 AUTUMN RIDGE RD	CHAPIN	SC	29036	803-513-1214
GREENE, CHARLES M	CJE, INC.	4490 HORSESHOE BEND	MURRELLS INLET	SC	29576	843-685-6432
LAMBERT, ADAM T	BLACK SUN LLC	23 CARSON DR	CHARLESTON	SC	29407	843-532-6448
MABE, ROBERT R	RMABE LLC	5055 W CREEK DR	MURRELLS INLET	SC	29576	843-520-6078
MARDENFELD, JUSTIN A	LOW COUNTRY RIGHT TOOL INC	243 COOPERS RUN RD	OKATIE	SC	29909	954-257-5448
MARTIN, BRYAN K	BRYAN MARTIN LLC	701 LAUREL RD	LEXINGTON	SC	29073	803-309-6906
MCCALL, CHRISTOPHER R	CM TOOLS, LLC.	732 ADMIRALS WAY	CLOVER	SC	29710	704-913-1974

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MOORE, JAMES W	Moore Powersports, LLC	137 BRI-LOR COURT	CHAPIN	SC	29036	803-414-3449
MORAGO, CAMILO JOAQUIN	JFU INNOVATIVE LLC	3021 BLOSSOM ST	COLUMBIA	SC	29205	803-422-2525
OMASTA, BENJAMIN M (GA outlet)	BOSS TOOLS LLC	215 WOODEN WHEEL LN	BLUFFTON	SC	29909	843-540-8802
PLYLER, BRETT T	FOURBP LLC	15817 REYNOLDS DR	FORT MILL	SC	29707	803-416-6867
RAMSAY, JACOB S (NC & SC outlets)	JANDAR, LLC	8409 RISING SUN LN	FORT MILL	SC	29707	980-616-0759
SHEALY, MELTON PINCKNEY	MPS TOOLS, LLC	214 BRONLOW DR	IRMO	SC	29063	803-446-2120
SHOPE, DANA IRVIN	SNAP TRUCK LAURENS ROAD, LLC	520 W NORTH 1ST ST	SENECA	SC	29678	864-325-9377
SOSEBEE, WILLIAM AUBREY	B & S TOOLS, LLC	1010 TRAIL RD	BELTON	SC	29627	864-617-7175
SPAGNOLO, ANTHONY J	SPAGNOLOSC, LLC	117 FAIRLANE DR	SIMPSONVILLE	SC	29680	864-608-3574
THOMAS, HOWARD P (GA outlets)	TCB TOOLS LLC	1008 FAIRFIELD AVE	NORTH AUGUSTA	SC	29841	803-508-0121
THOMAS, WILLIAM DOUGLAS	THOMAS TOOLS OF S.C. LLC	211 OLD RUTHERFORD RD	TAYLORS	SC	29687	864-205-5200
VILLAS, MILTON SCOTT	PERFORMANCE SPECIALTY TOOLS, L.L.C.	7262 TOOGOODOO RD	MEGGETT	SC	29449	704-292-8790
WESTMORELAND, CHAD A (NC & SC outlets)	C & S TOOLS, INC.	1390 PIEDMONT RD	BLACKSBURG	SC	29702	803-207-5018
WILSON, JAMES D	J & D TOOLS, LLC	168 BERRY DR	WEST COLUMBIA	SC	29170	803-413-3461
YOUNG, ALTON TERRY	YOUNG ENTERPRISES OF THE UPSTATE INC.	109 MAGGIE LN	ANDERSON	SC	29625	864-934-0137
ZENSKY, JOSHUA K	Z TOOLS, INC.	180 MOLINIA DR	MURRELLS INLET	SC	29576	843-655-8206
BIERS, DALLAS Q	BIERS TOOL SALES, LLC	10557 MOUNTAIN SHADOW RD	PIEDMONT	SD	57769	605-381-1492
HANSEN, CRAIG L	HANSEN TOOLS, LLC	5860 COUNTRY LANE	ABERDEEN	SD	57401	605-377-4294
HAUGE, MAX G		26358 486TH AVE	VALLEY SPRINGS	SD	57068	605-999-3858
IHNEN, CHUCK LEE	IHNEN'S TOOL SERVICE, LLC	9112 W DRAGONFLY DR	SIOUX FALLS	SD	57107	605-359-4016
JANS, COREY G	COREY'S TOOLS, LLC	107 4TH ST	HENRY	SD	57243	605-881-5307
JANSSEN, PATRICK J	PATRICK JANSSEN TOOLS LLC	7864 S TOWNSLEY AVE, UNIT 1	SIOUX FALLS	SD	57108	757-358-1330
LETTAU, BLAYNE M	LETTAU TOOLS LLC	325 E 4TH AVE	MILLER	SD	57362	605-870-0502
MARTIN, TAYLOR A	TAYLOR MARTIN TOOLS, LLC	3809 E 52ND ST	SIOUX FALLS	SD	57103	605-988-4362
MIKKELSON, RYAN J	JI TOOLS, LLC	121 E CENTENNIAL ST	RAPID CITY	SD	57701	208-755-0524
REMPFER, JOSHUA D	JOSH'S TOOLS LLC	45028 267TH ST	Monroe	SD	57047	605-321-7900

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TROSPER, SHAWN T (IA outlet)	TROSPER TOOLS, L.L.C.	832 BROOKSIDE DR	JEFFERSON	SD	57038	712-490-2062
VALLETTE, DAVID R	VALLETTE TOOLS INC.	15856 GOLDEN VALLEY DR	PIEDMONT	SD	57769	605-390-7427
ANDERSON, JACOB W	ANDERSON TOOL COMPANY LLC	361 PINE RIDGE DR	SIGNAL MOUNTAIN	TN	37377	423-322-3246
BAMFORD, SEAN	S & A TOOLS, LLC	104 NIXON HOLLOW LN	PLEASANT SHADE	TN	37145	931-267-8767
CHERTKOW, ALEX J	A&L TOOLS LLC	10683 THATCHER CREST DR	SODDY DAISY	TN	37379	423-331-7233
CLEMENTS, MICHAEL A	TENNESSEE TOOLS JACKSON LLC	148 JUNIOR JONES RD	HUMBOLDT	TN	38343	731-394-1391
COLBURN, CHRISTOPHER W	C & D Tool and Storage LLC	2318 OLD HIGHWAY 79	DOVER	TN	37058	931-237-4301
COULTER, TIMOTHY A	TCR TOOLS, LLC	3907 OLD SOUTH ROAD	MURFREESBORO	TN	37128	615-427-8738
CROOKS, BRENT D (GA outlet)	CROOKS & COMPANY LLC	3109 KINDERS WAY NW	CLEVELAND	TN	37312	970-599-6021
EARLY, BRADD DONALD	EARLY TOOL SALES, INC.	7831 CHILLINGSWORTH LN	KNOXVILLE	TN	37938	865-556-5202
ENRIQUEZ, RICHARD N	EZ TOOLS LLC	788 EARLY EARNER COVE	COLLIERVILLE	TN	38017	901-262-4356
FRAZIER, JOEY L		104 HEMLOCK LN	JOHNSON CITY	TN	37604	423-773-0995
GARBACZ, MICHAEL A	MIKE'S TOOL TRUCK INC.	372 PALMETTO RD	LEWISBURG	TN	37091	931-698-1086
GARRARD, DAVID WILLIAM		2614 ALBANY CT	MURFREESBORO	TN	37129	615-476-5795
GARRICK, JOHN L	GARRICK INDUSTRIES LLC	4510 GOSEY HILL RD, PO BOX 680651	FRANKLIN	TN	37064	615-788-3437
GIDDENS, RONALD B	RBG TOOLS, LLC.	8704 HILL RD	KNOXVILLE	TN	37938	865-684-0666
GRAVES, STANLEY WAYNE		7809 WOODCHASE DR	CORDOVA	TN	38018	901-483-1915
HAMILTON, BILLY J	BH TOOLS LLC	11210 WOLF WOODS DR	ARLINGTON	TN	38002	901-834-7627
HANCOCK, ERRON D	EDH Enterprises, Inc.	116 SMITH CT	JOHNSON CITY	TN	37615	423-863-4816
HAYNES, JOE H	HAYNES TOOL SALES, LLC	108 LONG COVE CT	LENOIR CITY	TN	37772	865-223-9665
HAYNES, JOSEPH G	WS HAYNES TOOL & EQUIPMENT, LLC	1105 MARLIN RD	MEMPHIS	TN	38116	901-277-5804
HENDERSON, MATTHEW K	M & P'S TOOL BOX LLC	2301 JOCKEY RUN TRL	KNOXVILLE	TN	37920	865-221-1599
HENSLEY, MICHAEL G		3019 E EMORY RD	KNOXVILLE	TN	37938	865-755-7679
HOWELL, TIMOTHY C	TIM THE TOOL MAN ENTERPRISES LLC	12 HICKORY VIEW LN	CROSSVILLE	TN	38572	931-787-2141
HULSEY, GARY HAROLD		1210 KNOX VALLEY DR	BRENTWOOD	TN	37027	615-300-8048
IMPERIALI, JOSEPH L	IMPERIALI, LLC	1914 DR ROBINSON RD	SPRING HILL	TN	37174	615-202-2887
JACKSON, TERRY LEE		154 ROARK RD	COTTONTOWN	TN	37048	615-300-5132

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
JENSEN, JEREMY J	JJ TOOLS LLC	2241 BOAT FACTORY RD	PLEASANT VIEW	TN	37146	931-624-6004
KEENER, JERRY WAYNE	KEENER TOOL, SALES AND SERVICE LLC	207 RIVER DR	MOUNT JULIET	TN	37122	615-347-3804
MARLIN, JERRY W	TEAM MARLIN ENTERPRISES, LLC	834 LORETTA DRIVE	GOODLETTSVILLE	TN	37072	615-533-4605
MAYBRIER, TYLER L	MAYBRIER TOOLS LLC	524 CALTHORPE LN	KNOXVILLE	TN	37912	865-604-3854
MCDANIEL, ROBERT MICHAEL		4925 COUNTY HOME RD	PARIS	TN	38242	731-225-7940
MEEK, RODGER S	MEEK ENTERPRISES, INC	1750 HANKINS ROAD	NEW MARKET	TN	37820	865-765-1415
MERTENS, ROBERT L	ROB'S TOOLS LLC	1036 THETA PIKE	COLUMBIA	TN	38401	615-598-0014
MILLER, KARL E	KARL E MILLER TOOLS LLC	170 INDIAN TRL	MCEWEN	TN	37101	615-934-4492
MOREL, MICHAEL	MIKE MOREL TOOLS LLC	1049 LEBANON RD	KINGSPORT	TN	37663	423-276-1608
NAPPIER, STEPHEN DESHON	NAPE'S TOOLS, LLC	546 EXPRESSWAY PARK DR	NASHVILLE	TN	37210	615-812-7627
PATE, JEFFREY E	JEFF PATE TOOLS LLC	1199 CHESTNUT GLADE RD	MARTIN	TN	38237	731-332-2848
PETERSON, ALAN C	PETERSON TOOL DISTRIBUTION, LLC	2529 STEWART CREEK RD	MURFREESBORO	TN	37129	615-418-9201
POLK, WESTON H	POLK INDUSTRIES LLC	545 W WEBB RD	EAGLEVILLE	TN	37060	615-306-9705
RUMBLE, CHRISTOPHER M	RUMBLE TOOLS LLC	990 CORUM HILL RD	CASTALIAN SPRINGS	TN	37031	615-289-8304
SCHMITT, NICHOLAS A	TRISTAR TOOLS INC	6688 NOLENSVILLE RD, UNIT 108-124	BRENTWOOD	TN	37027	615-898-9128
SHEARON, CLAY RIVERS	CLAY'S TOOLS LLC	2523 BURGESS ST	MURFREESBORO	TN	37128	615-351-7627
SKIDMORE, ROBERT ALLEN	BESTOOLS LLC	634 DAVIDSON RD	NASHVILLE	TN	37205	615-300-7050
TOGSTAD, EUGENE A	GT TOOLS LLC	20 WILLOW GLYN COVE	EADS	TN	38028	901-692-7243
ACEVEDO, PEDRO G	ACEVEDO MTS LLC	2002 YUKON LN	LAREDO	TX	78045	956-678-8665
AKIN, RICHARD D	DEAN AKIN TOOL COMPANY, LLC	5873 FM 244 RD	ANDERSON	TX	77830	979-324-7050
ALLEN, ROBERT J	TOOLING AROUND LLC	4313 CAMPION LANE	FORT WORTH	TX	76137	224-343-1977
ALMGREN, CHRISTOPHER L	ALMGREN TOOL SALES LLC	1333 COUNTY ROAD 127	TUSCOLA	TX	79562	325-200-9255
ARDOIN, TIMOTHY C	ARDOIN TOOL CO., LLC	11454 LABELLE ROAD	BEAUMONT	TX	77705	409-937-1047
ARMATTA, WILLIAM M	ARMATTA ENTERPRISES LLC	10212 CREEK CROSSING CV	DRIPPING SPRINGS	TX	78620	512-217-4441
ASARO, JOSHUA T	ASARO ENTERPRISES, LLC	12341 N CHESTNUT HILLS DR	CONROE	TX	77303	936-697-5071

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BAILEY, JEFFERY LYNN	BAILEY'S TOOLS & EQUIPMENT, LLC	1133 RIDGEVIEW LN	LONGVIEW	TX	75604	903-738-4386
BALLARD, DAVID L	DKB Tools, Inc.	13200 COUNTY ROAD 417	May	TX	76857	325-642-8846
BARNES, DARIN L	BARNESDOOR, INC.	9010 DOVE RD	CANYON	TX	79015	806-290-2516
BATKY, ANDRE TIBORIOUS	BATKY'S TOOLS, LLC	820 OVERGLEN DR	DALLAS	TX	75218	469-853-0003
BAVOUSETT, BUDDY JOE	BAVOUSETT TOOL AND EQUIPMENT, LLC	105 NE MICHAEL DR	BURLESON	TX	76028	817-307-0829
BAY, JOSEPH W	BAY SERVICES, LLC	236 COUNTY ROAD 404	DAYTON	TX	77535	713-504-3984
BAYER, JAMES B	JB TOOLING, LLC	31672 BARD LN	BULVERDE	TX	78163	210-870-6905
BEADLE, BRANDON T	OCD TOOL SOLUTIONS, LLC	11209 DOVER AVE	LUBBOCK	TX	79424	806-412-9266
BERRY, MICHAEL R.		5628 W VALLEY CIR	EL PASO	TX	79932	915-588-3603
BISHOP, BILLY DEAN	BDB TOOL SALES LLC	1066 BOB WHITE RD	LONGVIEW	TX	75605	903-736-0374
BOHANON, BRENT R	Brent Bohanon Tools LLC	520 AVERY POINTE	LAVON	TX	75166	214-998-3903
BORTH, RICKIE LEE		224 BUCKINGHAM	DENTON	TX	76201	940-391-7876
BOUDREAUX, ROBERT W	RWB TOOLS LLC	8813 BLEWETT RD	BEAUMONT	TX	77705	409-719-8935
BRAMEL, NICHOLAS P	NPB, LLC	1905 17TH AVE N	TEXAS CITY	TX	77590	409-599-3252
BRANNON, JASON MICHAEL	BRANNON'S TOOLS INC.	11500 SUNSET AVE	MAGNOLIA	TX	77354	281-657-5223
BRAWNER, KARL ANDREW	KARL BRAWNER TOOL CO., LLC	3508 RED DEER LN	MELISSA	TX	75454	214-882-9725
BROM, ROBERT EUGENE	BROM TOOL & EQUIPMENT, LLC	1091 COUNTY RD 150	COLUMBUS	TX	78934	979-732-7766
BROWN, DANIEL G	D B TOOL AND EQUIPMENT, LLC	125 ASHBROOK TRAIL	FORNEY	TX	75126	903-368-1624
BROWN, JARROD L	JLB TOOLS AND EQUIPMENT, INC.	1577 RS COUNTY ROAD 3503	EMORY	TX	75440	903-787-2233
BRUGGMAN, DAVID ROY	BRUGGMAN TOOL CO., INC.	2935 ROCKY OAK	SAN ANTONIO	TX	78232	210-215-0033
BUTLER, JERRY WAYNE		6030 ACTON MEADOWS CT	GRANBURY	TX	76048	817-980-8326
BYNUM, BRYAN D	BYNUM'S TOOL CO LLC	2740 HIDDEN TRAILS RD	ROYSE CITY	TX	75189	469-264-1992
CABELLO, HUGO A	TEE TIME TOOLS, LLC	5404 105TH ST	LUBBOCK	TX	79424	806-549-9120
CANNON, TERRY JOHN	CANNON TOOL SALES, LLC	27103 HOLLY LORD	MAGNOLIA	TX	77355	281-772-0656
CARDONA, JOEL A	CARDONA TOOLS LLC	12723 INDIAN WELLS DR	HOUSTON	TX	77066	713-277-8854
CARLOS, ANTHONY S	TEXASEDGE TOOLS LLC	3917 EMORY RD	EL PASO	TX	79922	915-494-8570
CARVER, DARREN LARAY	DC TOOLS, LLC	4232 FM 1259	HEREFORD	TX	79045	806-346-0410
CARVER, MICHAEL K	CARVER TOOL SUPPLY, LLC	NG2 LAKE CHEROKEE	LONGVIEW	TX	75603	903-557-1720

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CASTREJON, MARIO A		7709 TRIPLE BRANCH DR	SAN ANTONIO	TX	78263	210-819-3540
CERNOSEK, STEVE S	MD TOOLS LLC	7941 FAIRCHILD BLVD	RICHMOND	TX	77469	979-618-1820
CHACON, PHILIP P	WESTEX TOOLS LLC	824 CROXDALE ST	EL PASO	TX	79928	915-539-4691
COOMBS, SHANE MARK	TECHPRO TOOLS AND SUPPLY, LLC	141 CHASE LN	ALEDO	TX	76008	817-966-3922
COON, MICHAEL J	MJC & MAC LLC	1101 W CASTLEWOOD AVE	FRIENDSWOOD	TX	77546	832-455-8772
CORBIT, DEVIN LEE	FORT BEND TOOLS OF TEXAS, LLC	PO BOX 777	RICHMOND	TX	77406	713-416-9999
COWAN, DENNIS WAYNE		1900 W JEFFERSON	DALLAS	TX	75208	214-878-8625
CRAWFORD, KENNETH H	CRAWDADDY TOOL & EQUIPMENT, LLC	7190 HOBSON TRL	MANSFIELD	TX	76063	214-202-7560
CROW, MICHAEL J		720 HIGHWAY 95 S	SMITHVILLE	TX	78957	512-237-0817
CULTER, DAVID R	CULTER TOOLS, LLC	275 BEASLEY RD	COMBINE	TX	75159	682-429-1001
DACH, JEFFERY A	DASH TOOL & EQUIPMENT LLC.	2212 PLAINFIELD CT	PFLUGERVILLE	TX	78660	512-299-1333
DACH, KYLE S	DASH TOOLS LLC	1408 APRIL MEADOWS LOOP	GEORGETOWN	TX	78626	512-363-2995
DELURME, RONALD D	1776 TOOLS LLC	831 LAKE VALLEY DR	LAVERNIA	TX	78121	830-581-8943
DIAZMORAN, JARED V	DIAZ TOOLS, LLC	2403 SAILFISH AVENUE	PHARR	TX	78577	956-239-4875
DODDS, DUSTIN R	DOUBLE D'S TOOLS LLC	3711 FRINGE BREEZE	SAN ANTONIO	TX	78261	210-965-9823
DOMINGUEZ, JOSE A	DOMINGUEZ TOOLS LLC	2529 110TH ST	LUBBOCK	TX	79423	806-642-2233
EDGMON, RANDY B	JRS TOOLS LLC	105 MESQUITE DR	DECATUR	TX	76234	940-389-2207
EDWARDS, JEFFREY M	MONT EDWARDS LLC	806 FORESTCREST COURT	EULESS	TX	76039	972-841-7209
EILAND, KEVIN PAUL		6751 EVERGREEN ST	MAGNOLIA	TX	77354	713-254-1951
EILERS, DANIEL R	Eilers Tool & Equipment LLC	12919 MOSSY SHORE DR	TOMBALL	TX	77375	281-678-5698
ERMIS, BRYAN C	BRYAN ERMIS TOOL COMPANY LLC	7080 C6 RANCH RD	BRYAN	TX	77808	979-229-7008
FACUNDO, GREG CHAGOYA	GREG C. FACUNDO TOOL CO., LLC	133 PINNACLE PARKWAY	NEW BRAUNFELS	TX	78132	210-827-7810
FERRELL, TREVOR KEITH	FERRELL TOOL WORKS, INC.	10331 CRESTWATER CIR	MAGNOLIA	TX	77354	281-850-1424
FLEXNER, RAYMOND J	FLEXTOOLS LLC	28043 INDIAN PATH	NEW BRAUNFELS	TX	78132	210-204-1334
FLOWERS, WILLIAM D	RIGHTY TIGHTY TOOLS AND SERVICE LLC	2608 TURTLE RIVER DR	LEANDER	TX	78641	512-699-2875
FOTEH, GEORGE G	FOTEH TOOLS, LLC	2727 BRIARHURST #9	HOUSTON	TX	77057	832-875-7982
FREEMAN, MONTY RAY	FREEMAN TOOL COMPANY, INC.	2202 CEDAR ELM TERRACE	WESTLAKE	TX	76262	214-837-0537

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FRENCH, CHRISTOPHER DANIEL	CHRIS FRENCH TOOL SALES LLC	1100 NORWOOD ST	MANSFIELD	TX	76063	817-692-9477
GAERTNER, RUSSELL LYNN	GAERTNER TOOLS, INC.	2936 PHILO	SAN MARCOS	TX	78666	512-738-7187
GIBSON, WAYNE EARL		35 CORONADO TR	WEATHERFORD	TX	76086	817-925-7026
GINDRUP, MICHAEL SHANE	GINDRUP TOOL COMPANY	725 COUNTY ROAD 112	BURNET	TX	78611	254-718-3573
GLASCOCK, MICHAEL HOPSON	MIKE'S TOOLS, INC.	8604 BEAR CREEK DR	AUSTIN	TX	78737	512-784-4395
GONZALEZ, LAZARO D		12533 ROBIN DRIVE	COLLEGE STATION	TX	77845	979-583-3736
GOSNELL, WENDELL VERNER	WVG TOOLS, LLC	14603 TIMBERGREEN	MAGNOLIA	TX	77355	281-381-9239
GRAZIAN, DINO M	PRIME TOOLS, LLC	19306 HIGH MEADOW LN	TOMBALL	TX	77377	713-858-9970
GREEN, MICHAEL CHRISTOPHER	GREEN TOOLS, LLC	17206 BLUE MOUND TERRACE	HOUSTON	TX	77095	281-932-6538
GREGG, DAMON DONALD	FAST TRAK TOOLS, INC.	12610 FOSTER CIR	AZLE	TX	76020	972-877-6463
GRIFFIN, MARK COLLINS	MARK GRIFFIN TOOL CO., INC.	271 SUMMIT DR	ROUND MOUNTAIN	TX	78663	512-784-7670
GRIMM, WILLIAM S	GRIMM TOOLS LLC	741 COUNTY RD 2184	GAINESVILLE	TX	76240	469-235-1326
HACKING, RAYMON D	RD HACKING, LLC	2508 MOCKINGBIRD RD	BURLESON	TX	76028	817-602-2894
HALFORD, LOUIS L	LOUIS HALFORD TOOLS LLC	3161 FM 3025	STEPHENVILLE	TX	76401	903-738-5374
HANSON, WAYNE NEAL		ROUTE 7 BOX 53	JASPER	TX	75951	409-384-0025
HARDEN, DOUGLAS R	D & D Legacy Enterprise, LLC	11739 D-K RANCH RD	AUSTIN	TX	78759	512-771-7144
HARRISON, JAMES B	M I H TOOLS, INC.	2213 CLAIREBROOKE DR	GRAND PRAIRIE	TX	75050	817-239-1582
HATFIELD, SCOTT ALAN	SCOTT HATFIELD, LLC	5142 POND VIEW LANE	MCKINNEY	TX	75069	214-274-8651
HAVER, JOSHUA M	JAM TOOLS, LLC	224 WINNSBORO WAY	BELTON	TX	76513	254-800-5420
HEDLUND, JUSTIN O	KJ TOOLS, LLC	5719 COUNTY LINE PARKWAY	MART	TX	76664	254-383-0056
HENDERSON, THEODORE E	TED'S TOOLS, LLC	1906 JACLYN LN	VERNON	TX	76384	940-886-6902
HOANG, BENJAMIN C	HOANG INDUSTRIES LLC	2111 SQUIRE DOBBINS DR	SUGARLAND	TX	77478	832-982-7204
HOELTING, KENT D	KENT'S TOOLBOX, LLC	PO BOX 403	NAZARETH	TX	79063	806-679-1725
HOOD, CHRISTOPHER J	C&S TOOL SUPPLY LLC	139 BASS CV	AUSTIN	TX	78737	210-854-2630
HUTCHERSON, WILLIAM K	6H TOOL COMPANY LLC	16250 COUNTY ROAD 4821	NORMANGEE	TX	77871	979-446-7974
JOHNSON, CHRISTOPHER J	CJ'S TOOLS & EQUIPMENT, LLC.	14184 COUNTY RD 1113	TYLER	TX	75703	972-834-6757
JOHNSON, HAROLD DEAN	HAROLD JOHNSON TOOLS, LLC	10301 SHADOW VALLEY CT	BURLESON	TX	76028	214-725-7732
JOHNSON, HARRY WAYNE	HARRY W. JOHNSON TOOL CO., LLC	107 WINDSWEPT DR	BULLARD	TX	75757	903-571-9738

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JOHNSON, RYAN O	JOHNSON TOOLS LLC	8301 SARATOGA AVE	LUBBOCK	TX	79424	806-789-4646
JOINER, PHILLIP M	JOINER TOOLS LIMITED LIABILITY COMPANY	7840 LAKE MEREDITH WAY	FORT WORTH	TX	76137	817-228-4508
JOLLY, DAWN M	DMJSPJ ENTERPRISES LLC	259 WEST CR 2140	KINGSVILLE	TX	78363	361-800-1789
JONES, ERIC WAYNE	JONES TOOLS & EQUIPMENT, LLC	339 CR 4670	PITTSBURG	TX	75686	903-563-9264
JONES, STEVEN L (AR outlet)	STEVE JONES TOOL COMPANY, L.L.C.	3511 GIN RD	TEXARKANA	TX	75503	903-278-9478
KEANE, DANIEL THOMAS	KEANE TOOLS, LLC	12540 PARK RIDGE TRL	FORT WORTH	TX	76179	817-829-1144
KEMPF, CLYDE T	ABC TOOLS LLC	405 CEDAR RIDGE DR	WYLIE	TX	75098	972-469-4397
KITT, JOHN LORANCE		1414 W. BITTERS RD, #5	SAN ANTONIO	TX	78256	210-827-2250
KRISLE, NORMAN K	KTS, LLC	4016 WOODFORD DR	FORNEY	TX	75126	903-520-4823
LANE, DAVID C	DC LANE TOOL & EQUIPMENT, INC	3321 MAKALA DR	MIDLOTHIAN	TX	76065	817-253-0248
LANGE, MICHAEL LAWRENCE	LANGE'S TOOLS, LLC	1749 WEST VIEW	SEGUIN	TX	78155	210-601-6428
LAPP, BENJAMIN ARTHUR	LAPP ENTERPRISES, INC.	2404 SAN MIGUEL DR	FRIENDSWOOD	TX	77546	281-831-7048
LEIJA, CHRISTOPHER S	Chris Leija Enterprise, LLC	2202 OLEANDER DR	DICKINSON	TX	77539	409-939-8028
LONG, JUSTIN A	JL TOOLS LLC	1223 BROOKFIELD LN	MANSFIELD	TX	76063	214-783-3515
LOPER, SCOTTY LYNN	SNS TOOLCO, LLC	2950 EAGLES NEST CT	MIDLOTHIAN	TX	76065	972-742-5521
LOPEZ, JAIME C		155 ELEVEN LEAGUE RD	ENNIS	TX	75119	214-924-3195
LOW, KEVEN DEL		7933 SKYLINE DR	ABILENE	TX	79606	325-439-0534
LYMAN, BEN H	Lyman Distribution Limited Liability Company	9147 PEUPLIER	SAN ANTONIO	TX	78254	210-241-9358
MACCANELLI, KEVIN LEE	MACCANELLI TOOL GROUP, LLC	8012 EDINBURGH DR	MIDLAND	TX	79707	432-638-7619
MACDONALD, ANTHONY D	THIRD COAST TOOLS LLC	15729 CUTTYSARK ST	CORPUS CHRISTI	TX	78418	361-244-6898
MADISON, CARL CHRISTOPHER	MADISON TOOL CO., LLC	6142 WEILAND RD	WEATHERFORD	TX	76088	817-694-1032
MANNING, JUSTIN A	JUSTIN A MANNING TOOLS LLC	33619 THOUSAND OAKS BLVD	MAGNOLIA	TX	77354	281-723-2794
MARTIN, PAUL A		PO BOX 561	COAHOMA	TX	79511	432-270-2400
MARTIN, ROBERT ERNEST	B C R TOOLS, LLC	538 STROUD LN	GARLAND	TX	75043	214-728-4385
MESSERSMITH, ROBERT CHARLES	ROBERT MESSERSMITH TOOLS AND EQUIPMENT, LLC	3847 HARVEY PENICK DR	ROUND ROCK	TX	78664	512-422-8330
MINIX, RYAN JAON	MINIX TOOL, LLC	4788 STATE HIGHWAY 79 S	WICHITA FALLS	TX	76310	940-867-7757

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MITCHELL, JOHN M	MITCHELL TOOL SOLUTIONS, LLC	2444 DAWN MIST DR	LITTLE ELM	TX	75068	972-273-0145
MONNERJAHN, DAVID MICHAEL	DK TOOLS LIMITED LIABILITY COMPANY	1414 KINGS CASTLE DR	KATY	TX	77450	281-642-5223
MOON, DAVID RAY	MOON TOOL COMPANY, A TEXAS LIMITED LIABILITY COMP	17840 CR 2507	EUSTACE	TX	75124	903-288-6284
MOYA, JOSE A	J MOYA TOOLS, LLC	25527 LANCEWOOD DR	SPRING	TX	77373	713-548-7717
MURDOCH, MARK ALAN	MURDOCH TOOLS & EQUIPMENT, LLC	2749 CORDOVA RD	SEGUIN	TX	78155	830-660-0126
NELSON, PHILLIP EDWARD		4920 WEST HIGHLAND AVE	MCALLEN	TX	78501	956-424-5042
NOBLE, ALEXIE R	GREASE SLINGER TOOLS LLC	9983 FM 1502	BLOSSOM	TX	75416	903-703-8511
O CONNOR, DUFFY MICHAEL	DUFFMAN LLC	6 CINCO LN	BOERNE	TX	78006	210-414-7574
OCHOA, GILBERT		451 DALE DR	MCKINNEY	TX	75071	281-236-8410
ODEN, TAYLOR L	ODEN TOOLS AND EQUIPMENT LLC	2400 CORPORATION PKWY, APT 12207	WOODWAY	TX	76712	254-749-6787
ORNELAS, EDUARDO	E ORNELAS, LLC	2054 PASEO DEL PARDO	EL PASO	TX	79936	915-479-7627
PAGE, DANIEL S	PAGE TOOLS & EQUIPMENT, LLC	30107 FALHER DR	SPRING	TX	77386	832-326-0417
PAGEL, DARREN MICHAEL	DARREN PAGEL TOOLS & EQUIPMENT, LLC	13934 MILLER RD	SAINT HEDWIG	TX	78152	210-275-0446
PETRO, CURTIS REED	PETRO TOOLS, LLC	9024 EAGLE VISTA CT	AUSTIN	TX	78738	512-296-9505
PHILLIPS, JAMES WILLIAM	PHILLIPS TOOL WORKS, LLC	9519 DEER LODGE RD	MAGNOLIA	TX	77354	832-473-4143
PILKINGTON, ROSS S	R&L TOOLS INC.	3307 JACK BEAVER ROAD	SANTA FE	TX	77517	713-858-3422
PORTER, JAMES EDWARD	PORTER TOOLS AND EQUIPMENT, LLC	6182 BRODNAX LN	SAN ANGELO	TX	76904	325-656-0267
RAMON, ROBERT R	R3 TOOLS AND EQUIPMENT LLC	418 W 28TH ST, UNIT A	HOUSTON	TX	77008	832-689-4335
REAVIS, CODY T	CBR TOOLS, LLC	1212 W HARRISON RD	LONGVIEW	TX	75604	903-424-9144
REGALADO, SILAS M	SR TOOL LLC	20907 SILVER LANCE DR	TOMBALL	TX	77375	832-741-8016
REYNOLDS, BRIAN A	R & B TOOLS, LLC	11025 BROOK GREEN LN	HASLET	TX	76052	512-694-7906
RIVICH, ROBERT KEITH	K2K ENTERPRISES, INC.	16847 IVY WILD LN	HOUSTON	TX	77095	281-468-8491
RODGERS, DANIEL RAY	DAN RODGERS SALES & SERVICE, LLC	161 GRAND OAK ST	SAN ANTONIO	TX	78232	210-422-4051
RODRIGUEZ, ALEJANDRO M	A&M TOOLS AND EQUIPMENT LLC	3897 TRUMAN DR	FRISCO	TX	75034	972-363-5855
SANDIDGE, BRYAN R	915 TOOLS LLC	1769 OUTLAW CT	EL PASO	TX	79911	915-449-7615

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
SANDOVAL, MICHAEL J	MLJC TOOLS, LLC	4608 HARVARD STREET	LUBBOCK	TX	79416	806-392-4720
SAVAGE, KENNETH JAMES	SAVAGE TOOLS & EQUIPMENT, LLC	240 PR 4331	LONGVIEW	TX	75604	903-399-4541
SCHNOOR, DANIEL NEWTON	DAN SCHNOOR TOOLS, LLC	2330 VERNELL WAY	ROUND ROCK	TX	78664	512-914-0281
SCHULTZ, ROBERT ROSS	RRSMLS COMPANY LLC	28 LARGO	HITCHCOCK	TX	77563	281-684-2233
SCHUMSKE, EDWARD A	SCHUMSKE ENTERPRISE LLC	204 SUTHERLAND LN	LEAGUE CITY	TX	77573	832-922-2273
SHEWMAKER, JOHN S	SHEWMAKER TOOL COMPANY LLC	213 E BUCKINGHAM, UNIT 105	GARLAND	TX	75040	214-738-2075
SIERRA, EDGAR E	GREASE MONKEY TOOLS LLC	14210 JOHN SCAGNO AVE	EL PASO	TX	79938	915-317-2513
SIMMONS, CHRISTOPHER I	NFG EQUITIES LLC	2116 FM 3048	CLEBURNE	TX	76031	682-916-3534
SIMPSON, JUSTIN L (LA outlet)	SIMPSON SOLUTIONS GROUP LLC	1712 ARKANSAS AVE	ORANGE	TX	77630	337-936-6757
SNELLGROVE, BRIAN LEWIS	SNELLGROVE ENTERPRISES LLC	2100 WESTSIDE DR	STANTON	TX	79782	432-413-1861
SNOW, RICHARD MATTHEW	SNOW TOOL & EQUIPMENT SALES, LLC	18102 KITZMAN	CYPRESS	TX	77429	281-814-0515
SOLIZ, REY E	R.E.S. DEALINGS L.L.C.	726 W AVENUE G	KINGSVILLE	TX	78363	361-355-0103
STAGGS, RONALD EVANS		8612 PAMONA	AMARILLO	TX	79110	806-584-7875
STEWART, DAVID GORDON	DAVID STEWART, LLC	5220 SHALLOW CREEK CT	MIDLOTHIAN	TX	76065	214-837-5618
STREETY, CODY L	Streety Tools, LLC	7318 78TH ST	LUBBOCK	TX	79424	806-786-0280
SWEET, BRANDON L	PATRIOT TOOLS & DIAGNOSTIC LLC	404 SAPPHIRE LN	JARRELL	TX	76537	512-522-8113
TANNAHILL, COBY A	TANNAHILL TOOLS, LLC	12427 N FM 179	SHALLOWATER	TX	79363	806-252-2562
TATSCH, RICK ALLEN	TEXAS TOOL AND SERVICES, LLC	115 TURTLE BEND	GEORGETOWN	TX	78628	512-750-3960
TAYLOR, DENNIS EARL	DENNIS TAYLOR TOOL COMPANY, LLC	351 CHERRYWOOD LN	LIVE OAK	TX	78233	210-473-2544
TAYLOR, ROBERT CLINTON	R. TAYLOR TOOLS, LLC	21018 HIGHWAY 35	ALVIN	TX	77511	281-650-2773
TIPTON, DONALD TROY	TIPTON TOOL SALES, LLC	3490 RIVERBEND DR	VIDOR	TX	77662	409-656-9961
TOMLINSON, DONALD WAYNE	TOMLINSON TOOL COMPANY	1791 VERNON ST	BELLS	TX	75414	903-870-6279
TORRES, CARLOS M	CENTURION TRUCKING, L.L.C.	3330 SACKVILLE DR	SAN ANTONIO	TX	78247	956-744-2202
TOVAR, OSCAR E	TOVAR TOOLS LLC	6839 TEN CURVES RD	SPRING	TX	77379	832-573-3238
TRLICEK, KEVIN JAMES	KGD TOOLS, LLC	193 SHANNON VALLEY DR	VICTORIA	TX	77904	361-571-4796
TRUITT, THOMAS W	TRUITT'S TOOLS LLC	358 GALLAGHER RD	MCQUEENEY	TX	78123	307-250-5781
VANN, ROBBIE J	ROBBIE VANN TOOL COMPANY LLC	634 KEY LANE	ABILENE	TX	79602	325-668-4332
VILLARREAL, ALFREDO	A G TOOL COMPANY, LLC	1215 E GIN DR	PHARR	TX	78577	956-903-9782

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
WALKER, BRIAN D	WALKER TOOL CO., INC.	900 JOEY COURT	BURLESON	TX	76028	817-829-3199
WALKER, VAN HARRIS	VAN WALKER TOOL & EQUIPMENT, LLC	3717 WHITE SETTLEMENT RD	WEATHERFORD	TX	76087	817-613-6853
WALTERS, DEREK RAY	DK WALTERS ENTERPRISES, LLC	2627 CANEY CREEK CT	RICHMOND	TX	77406	832-282-8477
WILKINS, IAN H	BRENIAN LLC	6247 SCOTT LN	BRYAN	TX	77808	979-777-0452
WILKINS, JASON G	JASON WILKINS TOOL COMPANY LLC	15227 MCCALL PARK	MAGNOLIA	TX	77355	979-220-8011
WILLIAMS, WILLIAM G	Williams Tools, LLC	617 WOODVIEW DR	FRIENDSWOOD	TX	77546	832-878-1175
WINE, RONALD J	COASTAL TOOLS OF TEXAS LLC	15242 BARATARIA DR	CORPUS CHRISTI	TX	78418	361-206-7373
WINGET, DAVID EARL	WINGET TOOL & EQUPMENT, LLC	250 SUNLAKE CT	WACO	TX	76712	254-709-9790
WORD, BOBBY LYNN	BOBBY WORD TOOLS LLC	230 PIN OAK LN	MAGNOLIA	TX	77355	713-824-8759
WORD, CHRISTOPHER K	CW'S TOOL STORE, LLC	148 HORSE WHISPERER CT	DECATUR	TX	76234	817-734-9015
WORD, DANNY R	D.W.'S TOOL CO., INC.	40515 REMINGTON LN	MAGNOLIA	TX	77354	832-640-7065
WYBORNY, DANA JON	WYBORNY TOOL & EQUIPMENT CO., INC.	12301 CAPITOL SADDLERY TRL	AUSTIN	TX	78732	512-415-2818
YANOWSKI, GARY EUGENE		7451 GENTLING PLACE	NORTH RICHLAND HILLS	TX	76180	817-999-1049
ZIEGLER, CHRISTOPHER E	ZIG'S TOOLS, LLC	5745 FM 673	BEEVILLE	TX	78102	361-318-8295
ADAMS, TIMOTHY C	T & K TOOLS, LLC	1341 S INDIAN KNOLLS DR	WASHINGTON	UT	84780	435-668-4569
BEAVES, BRYAN D	BRYAN BEAVES CO, LLC	1383 WASATCH DR	SALT LAKE CITY	UT	84108	801-910-0165
BENOIT, BRANDON L	FREEDOM TOOLS LLC	485 N 4000 W	WEST POINT	UT	84015	801-628-1177
BLACKHAM, JON EMERSON	JB TOOL SALES INC.	4593 W 8230 SO	WEST JORDAN	UT	84088	801-541-1634
BRADY, BRIAN J	C&B TOOLS, LLC	15667 S THUNDER GULCH DR	BLUFFDALE	UT	84065	801-633-4226
BRISKIN, ETHAN J	NJ TOOL SALES LLC	3607 S LAKE MOUNTAIN DR	SARATOGA SPRINGS	UT	84045	530-318-5807
GEBS, KENNETH R	KG DISTRIBUTING LLC	3189 W 1500TH N	CLINTON	UT	84015	801-589-9613
GRAHAM, RYAN W	5-FIFTY SOLUTIONS	1879 ALLISON WAY	SYRACUSE	UT	84075	801-458-9472
HICKMAN, CHRISTOPHER C	CMH SOLUTIONS, LLC	195 SOUTH 80 EAST	MANTUA	UT	84324	435-225-3151
HOLLOWAY, RICHARD EVAN	R & L TOOLS INC.	1210 W MEADOW RIDGE LN	SOUTH JORDAN	UT	84095	801-209-1613
HOOD, JEFFREY S	JEFF HOOD, INC.	1704 RIDGEVIEW CIRCLE	LAYTON	UT	84040	801-540-0064

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JOLLEY, DAVID BRENT	DBMJ, INC.	608 S 2050 W	VERNAL	UT	84078	435-790-7723
KALLAHER, KOREY J	KJ TOOLS, LLC	3260 W 2700TH S	SYRACUSE	UT	84075	801-549-7619
KEARSLEY, KURT M	NORTHERN UTAH TOOL SALES LLC	3823 S. 4950 W	OGDEN	UT	84401	801-336-6344
MCDONALD, GLADE NILE	GLADE MCDONALD TOOL SALES INC.	547 E SALEM CANAL RD	SALEM	UT	84653	801-361-8379
MUNTON, JOSEPH A	JMUNTON LLC	12241 S PAULSON CIR	RIVERTON	UT	84065	909-518-5257
MUSBACH, TYLER D	TNA TOOLS LLC	4081 S KOKOMO CT	SARATOGA SPRINGS	UT	84045	801-631-4708
NIELSON, BENJAMIN G	TARYN TOOLS LLC	790 N 100TH W	PLEASANT GROVE	UT	84062	801-694-9868
OKERLUND, MICHAEL A	O TOOLS LLC	3457 W MELODY CREEK CIR	RIVERTON	UT	84065	801-558-6023
ORTAR, RAGUN S	ORTAR, INC	1070 W JORDAN RIDGE CT	SOUTH JORDAN	UT	84095	801-712-0749
PETERSON, BRANDON K	UTAH COUNTY TOOL SOLUTIONS LLC	283 E ECHO LEDGE DR	SARATOGA SPRINGS	UT	84045	801-663-4780
SMITH, JUSTIN R	JJS TOOLS, INC.	3085 S 600 W	SYRACUSE	UT	84075	801-721-1031
TAYLOR, STEPHEN M		1042 E MURDOCK DR	PLEASANT GROVE	UT	84062	801-318-9607
TERRY, RODNEY K	THE TOOL MAN LLC	2898 S 580 W	SYRACUSE	UT	84075	801-620-0945
WEST, TODD M	CEDAR CITY TOOL COMPANY LLC	2038 E SUNSHINE TRL	SAINT GEORGE	UT	84790	702-423-7473
WRIGHT, CODY R	CRW TOOLS LLC	4398 W 5825 S	HOOPER	UT	84315	801-390-3399
ANDERSON, JOHN W	JOHN ANDERSON, L.L.C.	11330 DUMAINE DR	MIDLOTHIAN	VA	23112	804-337-0455
ARMBRUST, BRIAN M	ARMBRUST, INC.	749 WASHINGTON DRIVE	CHESAPEAKE	VA	23322	757-448-7762
AUSTIN, ETHAN T	ETA TOOLS, LLC	1098 CEDAR LN	BUCHANAN	VA	24066	540-204-5055
AUSTIN, TODD R	AUSTIN ENTERPRISES OF BUCHANAN, INC.	724 CEDAR LN	BUCHANAN	VA	24066	540-761-1254
BACCARI, NICHOLAS J	Doggie Black, Inc.	6808 ONTARIO ST	SPRINGFIELD	VA	22152	703-409-7737
BARGER, DONALD W	B AND D TOOLS, INC.	1155 QUAIL DR	GOODVIEW	VA	24095	434-841-7627
BASSETT, CHRISTOPHER A	BASSETT TOOLS, INC.	2937 FOREST ACRE TRL	SALEM	VA	24153	540-761-2673
BEAN, NORMAN W	BEAN TOOLS LLC	213 MORGAN LN	SPOTSYLVANIA	VA	22551	571-239-3974
BECHTEL, DALE C	SUPER TOOL BROS, INC.	9344 ENGLISH OAK CT	MANASSAS	VA	20110	571-271-8483
BEERY, DANIEL P	BEERY ENTERPRISE INC.	5439 CROSSRAIL DR	BURKE	VA	22015	571-404-9418
BRANN, TIMOTHY R	TIMMY BRANN, INC.	1356 RICHNECK RD	WARSAW	VA	22572	804-366-4503

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BROWN, JAMES D	JIM'S TOOL SERVICE, INC.	94 ULYSSES WAY	LINDEN	VA	22642	703-898-2177
BROWN, RICHARD L	Tool Wagon LLC	1114 TEMPLETON MILL RD	LYNCHBURG	VA	24503	434-610-9664
BRYANT, ROBERT S	BRYANT TOOLS, INC.	539 CATFISH TRL	NEW MARKET	VA	22844	540-335-3139
BUTCHER, ROBERT B	BUTCHER ENTERPRISES, INC.	10627 CHESTERWOOD DR	SPOTSYLVANIA	VA	22553	540-642-3833
CAMPBELL, JOSEPH M	CAMPBELL ENTERPRISE LLC	1994 BIG ISLAND HWY	BEDFORD	VA	24523	540-666-0445
CARLSON, BRIAN J	B CARLSON, LTD.	12512 BRISTOW RD	NOKESVILLE	VA	20181	571-241-9945
CARTWRIGHT, MARK W	CARMA TOOLS, INC.	8113 CLANCY CT	CHESTERFIELD	VA	23838	804-291-8768
CHARNICK, ELMER W	W.C. TOOLS, INC.	6810 SEAWELL AVE	GLOUCESTER	VA	23061	804-815-5145
CHAVEZ, JOSE M	JIREH CONCEPTS INC.	3908 TEDRICH BLVD	FAIRFAX	VA	22031	703-283-0490
CHEELY, MARK	MDK TOOLS, INC.	334 BRUNSWICK DR	BRODNAX	VA	23920	804-731-8475
CONRON, PATRICK (MD outlet)	CONRON TOOL COMPANY, INC.	6107 STEGEN DR	ALEXANDRIA	VA	22310	301-980-4108
COOK, KELVIN D	R & K Tools LLC	3905 WILMINGTON CT	VIRGINIA BEACH	VA	23453	757-309-8250
COOK, MICHAEL	MIKE COOK TOOLS, INC.	10096 MEADOW POND DR	MECHANICSVILLE	VA	23116	804-338-6280
DADEY, CRAIG J	DADEY BUNCH, INC.	6325 MATTAWAN TRAIL	MECHANICSVILLE	VA	23116	804-357-3483
DALTON, ERIC M	Absolute Tools LLC	3922 N WESTERN PIKE	WINCHESTER	VA	22603	540-533-7889
DENNIS, JAMES W	BILL DENNIS TOOL SALES LLC	4405 PUTNAM CT	VIRGINIA BEACH	VA	23462	757-289-1185
DOUGHTON, DANNY	DMD Tool Sales, Inc.	232 MCNEIL MILL RD	ROCKY MOUNT	VA	24151	276-634-7357
ENGLISH, KEVIN D	K & A ENTERPRISES OF VIRGINIA, INC.	222 CLEMENTS DR	TAPPAHANNOCK	VA	22560	804-445-5994
ESCOBAR, JOSE E	JESCOBAR TOOLS, INC.	9908 AIREDALE CT	BRISTOW	VA	20136	703-969-0452
FISHER, GARY L	SML TOOLS, INC.	564 STRAWBERRY BANKS DR	MONETA	VA	24121	540-238-3694
FLIPPO, DAVID A	FLIP'S TOOL SALES, INC.	17699 PEPMEIER HILL RD	FREDERICKSBURG	VA	22405	540-479-5189
FUNKHOUSER, CODI H	FUNKHOUSER TOOLS, INC.	188 CRANEY ISLAND RD	NEW MARKET	VA	22844	540-325-4124
GAINES, SHAWN P	GAINES TOOLWORX, INC.	340 WATKINS FARM RD	RUSTBURG	VA	24588	434-660-7544
GAITHER, CHRISTOPHER M	VALHALLA TOOLS LLC	500 AUGUSTA AVE	PORTSMOUTH	VA	23707	757-288-8433
GEFFERT, WILLIAM J	W J GEFF ENTERPRISES, INC.	445 OAK SPRINGS DR	AYLETT	VA	23009	804-514-9998
GOAD, VINCE ALAN (NC outlet)		505 SOUTH MAIN ST	HILLSVILLE	VA	24343	276-733-4726
GROVE, PHILLIP T	HEN HOUSE ENTERPRISES INC.	6014 SMITH CREEK RD	NEW MARKET	VA	22844	540-325-4994
HALL, LESLIE C	C AND J TOOLS OF ESSEX, INC.	2283 POWCAN RD	BRUINGTON	VA	23023	804-366-7627
HAMILTON, STEVEN M	HIGH SPEED TOOLS, LLC	3721 BRIDLEPATH LN	VIRGINIA BEACH	VA	23456	757-717-7627

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HARTLEY, HAROLD W	HARTLEY TOOL CO., LLC	125 DAWN PL	BRISTOL	VA	24201	423-612-4686
HEDRICK, MELVIN G	K&G ENTERPRISES, LLC	145 HEDRICK DR	WYTHEVILLE	VA	24382	276-620-6080
HERCEG, GEORGE	HERCEG TOOL SALES, INC.	5213 WATERCREST RD	MIDLOTHIAN	VA	23112	804-338-7746
HOLLAND, EARL GLENN		114 BRADLEY DR	YORKTOWN	VA	23692	757-342-3349
ILACQUA, ANTHONY F	ACOG INCORPORATED	7151 DEEP CREEK DR	AMELIA COURT HOUSE	VA	23002	804-801-9190
JARAMILLO, KAREN E	JARAMILLO & SON TOOLS, INC.	511 VANCE ST	WAKEFIELD	VA	23888	804-801-2504
JENKINS, PHILLIP EDWARD	AKB TOOLS, INC.	6010 BELMONT RD	MINERAL	VA	23117	540-748-2055
JOHNSTON, KEITH C.	K.C. Johnston Enterprises, Inc	37665 PIGGOTT HOUSE PL	PURCELLVILLE	VA	20132	703-929-7106
JOHNSTON, KEITH C.	J G Johnston Enterprises, Inc.	37665 PIGGOTT HOUSE PL	PURCELLVILLE	VA	20132	703-929-7106
JORDAN, DAVID B	JORDAN TOOLS, LLC	21233 FROG LEVEL RD	RUTHER GLEN	VA	22546	804-356-5309
KANDZIOR, WILLIAM TODD	TODD KANDZIOR TOOL COMPANY, INC.	1704 MOLES RD SW	WILLIS	VA	24380	540-272-3087
KEELER, JOHNNY LEE	DIRT POOR PERFORMANCE & TOOLS, INC.	5679 N SEMINOLE TRL	BRIGHTWOOD	VA	22715	540-937-0784
KEYS, HARLEY D		11 ESSEX RD	GROTTOES	VA	24441	540-487-5554
KING, PAUL T	King and Sons Tools LLC	15201 TURNER DR	SMITHFIELD	VA	23430	757-472-4077
LEE, EUGENE H	PANDA'S TOOL TRUCK LLC	15416 ROSEMONT MANOR DR	HAYMARKET	VA	20169	703-508-0098
LOYD, TIMOTHY D	TIM THE TOOL MAN INC.	13 CONSTITUTION AVE	PORTSMOUTH	VA	23704	757-567-0995
MARTIN, JAMES R	JM TOOLS LLC	1074 CLUSTER RIDGE TRL	SOUTH BOSTON	VA	24592	434-579-2337
MASSIE, C.W.		977 SEMINOLE TR STE 223	CHARLOTTESVILLE	VA	22901	434-981-1220
MCDONALD, DAVID W	TOOLS 4 U , LLC	1645 CARPERS PIKE	GORE	VA	22637	540-323-1619
MCGHEE, DAVID D	MCGHEE PROVIDENTIAL, LLC	2700 BIRKDALE LN	NORTH CHESTERFIELD	VA	23236	804-295-7222
MCQUARRIE, ANDREW N	ANM ENTERPRISES LLC	13267 WICKERTON LN	HANOVER	VA	23069	804-938-3678
MIDLIN, CHRISTOPHER J	MIDLIN TOOLS LLC	1505 TIMBERCREST LN	HENRICO	VA	23238	804-922-3852
MORGAN, MATTHEW J	MORGAN TOOL COMPANY, INC.	2809 LEWIS B PULLER MEMORIAL H	SALUDA	VA	23149	804-832-3914
MOTTLEY, WILLIAM E	ALL TOOLS INC.	1885 HOPE MEADOW WAY	POWHATAN	VA	23139	703-598-6349

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MULLINS, MATTHEW M	MERLIN 54 ENTERPRISES LLC	304 MANEY DR	NEWPORT NEWS	VA	23605	757-344-1552
NELSON, CHRISTOPHER H	TOOL CONNECTION LLC	879 FIVE FORKS RD	VIRGINIA BEACH	VA	23455	757-892-0770
PARDUE, RICHARD STEPHEN	TOOLBUS TOOLS, INC.	13125 GREENWOOD CREEK DR	ASHLAND	VA	23005	804-677-3743
PEARSON, CHRISTOPHER	PEARSON TOOLS, INC.	25302 INDEPENDENCE RD	UNIONVILLE	VA	22567	540-661-7756
PIERCE, SEAN P	HIGH IMPACT TOOLS, INC.	37309 SNICKERSVILLE TPKE	PURCELLVILLE	VA	20132	703-932-9582
POST, JOHN A	J & L TOOLS, INC.	260 CEDAR RD	STRASBURG	VA	22657	540-331-8932
PRUETT, BRADFORD S	PRUETT ENTERPRISES, INC.	17717 PEPMEIER HILL RD	WOODFORD	VA	22580	540-455-6200
REED, KENNETH C	K. REED ENTERPRISES, LLC	1457 STOVERSCHOOL RD	GREENVILLE	VA	24440	540-290-2596
ROWELL, KEVIN STACY	ROWELL TOOL & EQUIPMENT COMPANY LLC	700 GALLBUSH RD	CHESAPEAKE	VA	23322	757-416-4537
SCHAFFER, MARK	SCHAFFER ENTERPRISES, INC.	10460 GREENE DR	LORTON	VA	22079	703-328-4072
SMITH, REGAN J	GBI Tool Supplies LLC	2900 MAINSTONE DR	FAIRFAX	VA	22031	202-870-1076
STURGILL, BANFORD D	BDS TOOLS, LLC	18800 ELTHAM RD	WEST POINT	VA	23181	804-314-1574
TAVARES, ROBERT A	TOOLS BY TAVARES, LLC	5385 BLACKWATER RD	VIRGINIA BEACH	VA	23457	757-404-3629
TINNELL, ROBERT L	ROB'S TOOL SALES, INC.	10362 ARAGON CT	MANASSAS	VA	20110	703-232-4228
TRAIL, MATTHEW J	M.C.J.H. SERVICES, INC.	3331 MINTONVILLE POINT DR	SUFFOLK	VA	23435	757-404-1243
TUNSTALL, KEVIN M	DAGGIE'S TOOLZ LLC	108 CREST CIR	WINCHESTER	VA	22602	540-877-7644
TUPPINCE, LORENZO T	STRATEGIC TOOL SOLUTIONS LLC	4031 FRYE TERR	SOUTH CHESTERFIELD	VA	23834	804-638-4018
TYLER, CHRISTOPHER S	5Tylers Enterprise LLC	319 HILLTOP DR	HUDDLESTON	VA	24104	540-537-5169
VERTIZZUTA, CARLOS R	VERT THE TOOL MAN, INC.	779 WHITEHURST LANDING RD	VIRGINIA BEACH	VA	23464	757-287-0868
WASYLYK, JASON M	JAY'S TOOL SALES LLC	1423 DRESSAGE WAY	MECHANICSVILLE	VA	23111	804-840-1922
WERTHEIMER, CARY F	WERTHEIMER TOOLS, INC.	570 BENT CREEK LN	BUMPASS	VA	23024	540-940-3245
WHEELER, CHARLES SLAYTON	W & W ENTERPRISES, INC.	PO BOX 5303	HERNDON	VA	20172	703-898-7159
WILEY, CHARLES S	WILEY TOOLS, INC.	6115 TRUMPET DR	SUFFOLK	VA	23437	757-297-0672
WOOLDRIDGE, RONNIE	RONNIE WOOLDRIDGE, INC.	649 CROSSROADS LN	EVINGTON	VA	24550	434-841-7327
WOOLDRIDGE, THOMAS W	THOMAS TOOLS, INC.	255 WHITE CYPRESS DR	FOREST	VA	24551	434-841-7168
ZOLLNER, ANDREW L	ZOLLNER ENTERPRISES, INC.	221 HULLS CHAPEL RD	FREDERICKSBURG	VA	22406	540-840-5073
BLAIR, DAVID ME	DAVID BLAIR TOOL SALES L.L.C.	1472 ROUTE 5	ORLEANS	VT	05860	802-673-6528

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GIBB, PETER B	PBG ENTERPRISES, LLC	22 GRANDVIEW TERRACE	RUTLAND	VT	05701	802-236-5761
HAYES, JUSTIN G	JGH TOOLS LLC	457 OLD CREAMERY RD	WILLISTON	VT	05495	802-578-3786
HOLCOMB, SHAUN M	SMH TOOLS LLC	35 KEYSTONE DR	WILLISTON	VT	05495	802-881-4140
KRUGER, JEFFREY S	JEFF KRUGER, LLC	252 EAST THOMPSONS POINT ROAD	CHARLOTTE	VT	05445	802-238-6660
LAPERLE, MARK RENALD	MRL ENTERPRISES, LLC	419 HILL STREET EXTENSION	BERLIN	VT	05602	802-229-8437
MARTIN, CORY A	CAM TOOLS INC.	976 RILEY RD	FRANKLIN	VT	05457	802-309-0202
PELTON, PETER	PELTON TOOLS LLC	PO BOX 73	RUPERT	VT	05768	802-379-5433
SEVERANCE, TIMOTHY W	TKS TOOLS, INC.	21 MARBLE AVE	RUTLAND	VT	05701	802-353-0032
SMIRNOV, VLADIMIR A	VAS TOOLS, LLC	23 TANGLEWOOD DRIVE	COLCHESTER	VT	05446	802-233-4490
TOWNE, EVAN B	TOWNE TOOL COMPANY LLC	12 LENA CT	MILTON	VT	05468	802-363-5896
YOUNG, MICHAEL J		303 PUCKERBRUSH WEST	HYDE PARK	VT	05655	802-777-2697
ADAMS, SHAUN		13107 N E 144TH ST	BRUSH PRAIRIE	WA	98606	360-518-1088
ARRASTIO, JOSEPH M	J&J TOOL LLC	20714 E WATSON LN	OTIS ORCHARDS	WA	99027	509-570-2225
BOWMAN, JASON A	BOWMAN TOOLS & EQUIPMENT LLC	701 PERRY RD	ELLENSBURG	WA	98926	509-964-6714
BOYLE, ANDREW J	BOYLE TOOLS LLC	14212 20TH DR SE	MILL CREEK	WA	98012	503-201-2883
BRAVO, ADRIAN	BRAVO TOOLS LLC	2104 DILLEY CT	MOSES LAKE	WA	98837	509-750-4205
BROSTROM, CHRISTOPHER A	SNO-KING TOOLS LLC	9205 34TH PL NE	LAKE STEVENS	WA	98258	425-287-1615
CANAS, MATEO C	TOOLIN ' AROUND LLC	1349 MORGAN RD NW	BREMERTON	WA	98312	253-318-0851
CARLSON, ANDREW B (OR outlet)	ABC TOOL SOLUTIONS, LLC	15711 NE 4TH ST	VANCOUVER	WA	98684	503-320-4475
CARPENTER, MICHAL L	MLC TOOLS, LLC	2717 TURK DR	TULALIP	WA	98271	425-750-1856
CLARKE, MARK A	M.CLARKE INC	10905 NE 120TH AVE	VANCOUVER	WA	98682	415-900-7006
CONTE, VINCENT A	VINCE CONTE TOOLS SALES LLC	6821 KEEFE RD	FERNDALE	WA	98248	206-849-5817
COX, DENNIS M	D&L COX COMPANY LLC	13224 GOLDEN GIVEN RD E	TACOMA	WA	98445	253-709-1990
ELDER, BRADLEY BT	BRADLEY ELDER INC.	2855 SW 106TH ST	SEATTLE	WA	98146	425-301-8525
ELLITHORPE, ROGER	ROGER E. ELLITHORPE, LLC	15220 NE 209TH PL	BRUSH PRAIRIE	WA	98606	360-904-0505
FELTON, RYAN SCOTT	FELTON TOOLS LLC	3124 56TH ST SW	EVERETT	WA	98203	425-238-4638
FERGUSON, BRADLEY A	B RAD TOOLS, LLC	2008 S TWEEDT CT	KENNEWICK	WA	99338	509-948-2535
GAMBOA, MICHAEL A (OR outlet)	MNMG TOOLS LLC	256 NORTH GREEN GABLES LOOP	RIDGEFIELD	WA	98642	971-266-9566

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GREEN, ADAM E		1201 S CRYSTAL SPRINGS PL	TACOMA	WA	98465	253-223-1700
GREEN, BRUCE		20045 GINA MARIE LN	BURLINGTON	WA	98233	360-708-3873
GRIFFITH, CRAIG D	CDG INDUSTRIES LLC	781 QUAIL RUN DR	YAKIMA	WA	98908	503-593-3641
HAMER, KEVIN	HAMER TOOLS, LLC	3922 NORTHRIDGE PLACE SE	LACEY	WA	98503	707-787-7592
HANSON, WALLACE L	TOOL TIME LLC	2194 ELGIN RD NE	MOSES LAKE	WA	98837	509-750-7640
HARRINGTON, DANIEL P	BLUE MOUNTAIN TOOLS, CORP.	108 JOHNSON HOLLOW	DAYTON	WA	99328	509-520-4531
HICKAM, RYAN E	RH TOOLS, LLC	13051 3RD AVE NW	SEATTLE	WA	98177	206-697-0404
HICKAM, TREVOR S	TREVOR HICKAM TOOL SALES LLC	215 153RD ST SE	LYNNWOOD	WA	98087	425-327-0831
HORNER, VAN T **	CASCADIA TOOLS LLC	2053 M ST NE	AUBURN	WA	98002	360-536-1359
HUGHES, CRAIG D	CRAIG'S QUALITY TOOLS, INC.	5416 ST CHARLES LOOP NE	OLYMPIA	WA	98516	360-888-5591
KEELING, STEPHEN P	KEELING TOOL COMPANY LLC	932 17TH ST NE	AUBURN	WA	98002	425-800-7222
KELSO, KEVAN G	K&R TOOLS LLC	402 CASCADE WAY	LYNDEN	WA	98264	360-941-9311
LEGGE, DONALD E	LEGACY ACCESSORIES INC	6617 232ND AVE E	BUCKLEY	WA	98321	425-757-4500
LEWIS, NORBERT C	LEWIS TOOLS LLC	1213 BEHSHEL RD	KELSO	WA	98626	360-946-1627
LIMPUS, MATTHEW C.	OLYMPUS TOOL SUPPLY LLC	25850 175TH PL SE	COVINGTON	WA	98042	253-217-6761
MCMILLIN, RICHARD	PAPA MAC TOOL SOLUTIONS LLC	1801 GREENWAY	YAKIMA	WA	98902	509-961-3805
MCNABB, CHAZ S	CHAZ MCNABB LLC	206 SKYWALL DR	SULTAN	WA	98294	360-348-8370
MILLER, WALTER M	MILLERS TOOL TIME LLC	7108 85TH AVENUE SE	SNOHOMISH	WA	98290	425-343-8084
MONDY, JARRETT J (OR outlet)		3417 NE 154TH AVE	VANCOUVER	WA	98682	503-866-7012
MORGAN, TIMOTHY R	DEEP SOCKET TOOLS LLC	4024 E 31ST AVE	SPOKANE VALLEY	WA	99223	509-939-9833
MUELLER, STEVEN A	LEADING EDGE TOOLS LLC	1424 HWY 603	CHEHALIS	WA	98532	253-307-4236
MULLER, CHARLES F.		25712 SE 310TH ST	BLACK DIAMOND	WA	98010	206-409-6050
MUSTAIN, ROBERT G	THE MUSTAIN GROUP INC.	5205 S WASHINGTON ST	TACOMA	WA	98409	360-301-3597
NICHOLS, KAELEB E	CNK TOOLS LLC	20902 127TH ST E	BONNEY LAKE	WA	98391	253-886-2117
OIEN, JEFFREY S	Varsity Tools LLC	24305 E RIVER RD	OTIS ORCHARDS	WA	99027	509-994-5806
PERROUX, MATTHEW B	PROX TOOL SYSTEMS LLC	410 S ELLIOTT AVE	WENATCHEE	WA	98801	509-449-3760
QUINTUS, RICHARD D	QUINTUS FAMILY TOOLS LLC	7008 176TH AVE SW	LONGBRANCH	WA	98351	425-306-1488
ROBERTS, RYAN J E	RJR TOOLS LLC	1215 WILLOW ST SE	LACEY	WA	98503	253-273-3717
SARGENT, DAVID W	SARGENT TOOLS LLC	PO BOX 826	PORT ANGELES	WA	98362	253-468-5461

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SHORT, JUSTIN M	JUSTIN SHORT TOOLS, LLC	19205 SE 320TH STREET	KENT	WA	98042	253-376-2898
SINCLAIR, SHAWN	SRS TOOLS, INC.	222 N FLINT RD	SPOKANE	WA	99224	208-305-9537
SMART, DARREN R		17700 S E 40TH PL	BELLEVUE	WA	98008	425-941-1345
SMITH, SCOTT W	WINFIELD IV, LLC	15113 61ST DR SE	SNOHOMISH	WA	98296	206-963-1038
SMITH, ZACHARY A		712 SOUTH HUSON STREET	TACOMA	WA	98405	253-222-0991
SOHOLT, DEREK C	DEREK SOHOLT TOOLS, LLC	2907 128TH ST E	TACOMA	WA	98445	253-389-8250
TAWNEY, BRETT M	TAWNEY TOOLS LLC	60836 WESTVIEW DR	NINE MILE FALLS	WA	99026	509-671-7264
THOMAS, NATHANIAL PRESTON	THOMAS FAMILY ENTERPRISES LLC	9249 WHITE FIR DR NE	LACEY	WA	98516	707-889-6067
THOMPSON, GREGORY E	GREGORY THOMPSON, LLC	13231 166TH AVE SE	RENTON	WA	98059	425-417-8230
THURMAN, ZACKARY C	ZTTOOLS LLC	3918 N MADISON ST	SPOKANE	WA	99205	509-951-3863
UNDERWOOD, GEORGE B (OR outletS)	G-WOOD CONCEPTS, INC.	16317 NE 234TH ST	BATTLE GROUND	WA	98604	360-450-8814
WALKER, NATHANIEL B		14418 120TH STREET CT NW	GIG HARBOR	WA	98329	253-282-5985
WILSON, MATT J	MATT WILSON ENTERPRISES LLC	12501 GLENWOOD AVE SW	LAKEWOOD	WA	98499	360-490-4506
ZEBLEY, MATTHEW T	MATTS TOOL TRUCK CORP	10214 52ND DR NE	MARYSVILLE	WA	98270	425-971-8568
ZOLLER, ANDREW P	TRI-CITY TOOL SOLUTIONS, LLC	3013 E LATTIN RD	WEST RICHLAND	WA	99353	509-820-6269
ADAM, JASON K (MN & WI outlets)	MEADOWOOD TOOL CO. INC.	360 MEADOW VALLEY TRL	HUDSON	WI	54016	715-441-2955
BARTELS, WILLIAM F (IL outlet)	Bartels Tools, Inc.	W5889 DURST RD	NEW GLARUS	WI	53574	608-293-4528
BERTRAND, JEROME P	WEIGH ANCHOR LLC	514 N WATER ST	ALGOMA	WI	54201	920-619-4310
BORES, AUSTIN J	A/B TOOLS LLC	W5409 KENOSHA DR	ELKHORN	WI	53121	262-745-3001
BORHART, DANIEL F	BORHART, INC.	N2503 STEINER RD	MONROE	WI	53566	608-558-4550
BRANDENBURG, JACOB D	BRANDY'S TOOL AND SUPPLY LLC	W2542 STATE HWY 64	MEDFORD	WI	54451	715-432-4788
COLE, WAYNE R	W COLE TOOLS LLC	334 N RIVER RD	BURLINGTON	WI	53105	262-475-9935
DILLENBERG, CHRISTOPHER B	CD TOOLS, LLC	W5926 LAKE DRIVE	SHAWANO	WI	54166	920-621-9327
DIRKS, JON JAMES (MN outlets)	DIRKS BROS. LLC	974 WERT RD	HUDSON	WI	54016	612-845-8868
FALKNER, CASEY A	COLD STEEL LLC	3222 FERN CT	EAU CLAIRE	WI	54703	715-864-6369
FANKE, KRIS A (IL outlet)	KFANKE TOOLS LLC	9001 WILMOT RD	PLEASANT PRAIRIE	WI	53158	262-287-6474
FAY, JONATHAN J	NORTHWOODS TOOLS LLC	N11466 US HIGHWAY 45	ELCHO	WI	54428	715-216-1215
FRANKLAND, DANIEL CHRISTOPHER		W10632 COUNTY RD J	LODI	WI	53555	608-235-8665

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GARROW, STEPHEN THOMAS	STG TOOL SALES, LLC	3505 N ASSOCIATION DR	APPLETON	WI	54914	920-585-5414
GASIOROWSKI, JEREMY J	JEREMY J GASIOROWSKI, LLC	3960 COUNTY ROAD O	SAUKVILLE	WI	53080	262-388-1060
GAULKE, TODD A	T AND A TOOLS, INC.	5613 N MILWAUKEE RIVER PKWY	GLENDALE	WI	53209	414-573-7055
GILMAN, ROBERT ALAN	ROBERTS TOOL SALES, LLC	8092 TRIBUTE DRIVE	NEENAH	WI	54956	920-707-4998
GOETZ, BRIAN S	BG Tools Inc.	145556 COUNTY RD N	WAUSAU	WI	54401	262-385-2047
GONDEK, JEFFREY ROBERT (MN outlet)	J. G. TOOLS, INC.	2788 E STATE HIGHWAY 105	SUPERIOR	WI	54880	218-393-3691
GREEN, CHRISTOPHER R	ELITE TOOL SALES LLC	2720 88TH AVE	KENOSHA	WI	53144	262-620-3686
GULDENAAR, RUSSELL ERIC (MN outlet)	RG TOOLS LLC	2917 S POKEGAMA RD	SUPERIOR	WI	54880	763-300-9398
HAASL, JERMEY P	HAASL TOOLS LLC	341 8TH AVE N	WISCONSIN RAPIDS	WI	54495	608-462-3388
HARPKE, ANDREW B	Harpke Tool & Equipment LLC	30635 WILD GOOSE LN	BURLINGTON	WI	53105	847-354-8496
HATCH, CHAD M (MN outlet)	WAGON LANDING TOOLS LLC	1447 25TH AVE	AMERY	WI	54001	651-769-7794
HENRICKS, GARY J	Joe Henricks Tools LLC	105 RIVER ST	COLFAX	WI	54730	715-704-0117
JANSON, CHARLES LYNN	CHARLES JANSON LLC	18405 COUNTRYSIDE CT	BROOKFIELD	WI	53045	414-350-0142
JOHNSON, BRUCE HAROLD	Bruce Johnson Enterprises, LLC	E9708 COUNTY HWY D	CLINTONVILLE	WI	54929	715-853-5690
JOHNSON, NICHOLAS J	NJ TOOLS, LLC	8199 MIDLAND DR	ALLENTON	WI	53002	262-422-2932
JUDGE, DANIEL J	D & J TOOL ENTERPRISES, LLC	413 EAST WATER STREET	WATERTOWN	WI	53094	920-988-2540
KAHL, KEITH C		423 17TH AVE	ALMENA	WI	54805	715-205-1142
KOENEN, KEITH J	KDSS TOOL SOURCE, INC.	8404 FISHMAN RD	BURLINGTON	WI	53105	262-620-3761
KOLOSOWSKI, THOMAS J (MI & WI outlets)	TK TOOLBOX, INC	N7474 JD LN	CRIVITZ	WI	54114	715-927-5216
KRAMER, KENNETH WILLARD	K&A TOOLS, LLC	2313 W ROSELAWN DR	APPLETON	WI	54914	920-716-1400
KUEHN, JOSEPH LAWRENCE	Joe Kuehn Enterprises, Inc.	151591 ASTER RD	WAUSAU	WI	54401	715-571-3661
LANG, ANDREW R	Central Wisconsin Tool Solutions, Inc.	224770 JASON BLVD	RINGLE	WI	54471	715-212-9341
LARSEN, TERREL S (MN outlet)	TERREL'S TOOLBOX LLC	106 TAYLOR ST	ELK MOUND	WI	54739	715-829-4014
LICHT, CORY R		W6656 CASBERG COULEE RD	HOLMEN	WI	54636	608-633-4596
LINDQUIST, KARL D	KDL TOOLS, LLC	2544 SUNRIDGE ST	EAU CLAIRE	WI	54703	715-456-2870
LOTTO, BRANDON C	Brandon Lotto Tools, LLC	655 MUENSTER LN	SEYMOUR	WI	54165	920-655-7160

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MARTINEZ, GUSTAVO	GUSWERKS INC.	5890 FILBERT CT	GREENDALE	WI	53129	262-705-1669
MATENAER, JOSEPH PAUL		N4648 HWY D	HELENVILLE	WI	53137	414-491-7259
MCDERMOTT, TRAVIS K	MCTOOLS, LLC	352 ELM ST	MILTON	WI	53563	608-373-4847
NEUMANN, BRYAN D	NEUMANN TOOL & EQUIPMENT LLC	228 CROOKED STICK PASS	NORTH PRAIRIE	WI	53153	262-993-4213
ORTIZ, MIGUEL A (IL outlet)	ORTIZ TOOL SALES LLC	10509 22ND AVE	PLEASANT PRAIRIE	WI	53158	224-944-6622
OVITT, CHAD W	CHADVANTAGE TOOLS LLC	4303 24TH ST	KENOSHA	WI	53144	262-220-8799
PESCHKE, KARL R	PESCHKE TOOLS, LLC	W13127 STATE ROAD 49	BRANDON	WI	53919	920-948-7168
PORTER, MATTHEW J	AMP TOOLS LLC	126 N FREMONT ST	WHITEWATER	WI	53190	608-322-7847
QUICK, TERRANCE R	TMGC ENTERPRISES LLC	W8939 BLACK OTTER CT	HORTONVILLE	WI	54944	920-858-1301
RICHARD, FRANK ROBERT (IA & WI outlets)	FLR ENTERPRISES, INC.	3870 PEDDLE HOLLOW RD	KIELER	WI	53812	563-590-4448
RICKERMAN, WILLIAM J	RICKERMAN ENTERPRISES LLC	2760 US HIGHWAY 12 AND 18	COTTAGE GROVE	WI	53527	608-469-7688
SCHMITZ, BRETT GORDON	SCHMITZ TOOL SALES LLC	N9481 STATE ROAD 67	ELKHART LAKE	WI	53020	920-377-0361
SCHNEIDER, CHAD M	CHAD SCHNEIDER TOOL SALES LLC	N4509 MOEHRKE RD	CHILTON	WI	53014	920-378-0800
SCHULTZ, ERICH A	REDLINE TOOLS LLC	953 RIVERVIEW DR	LITTLE SUAMICO	WI	54141	920-604-2846
SEYFERT, PAUL D (MI outlet)	THE ERA DINING HOUSE & SPEAKEASY, INC.	1241 CATFISH LAKE RD	EAGLE RIVER	WI	54521	715-891-6960
SIEFERT, JARED J	JARED SIEFERT TOOLS LLC	736 NORTH MAIN STREET	LUXEMBURG	WI	54217	920-819-3738
SILVERMAN, KENT E	KENT'S TOOLS LLC	30809 WILD GOOSE LANE	BURLINGTON	WI	53105	262-210-8665
SLANEY, JONATHON JAMES (IL & WI outlets)	SLANEY SALES, LLC	8342 COUNTY ROAD PD	VERONA	WI	53593	608-574-3080
STEEN, CHAD M	MEAN STEEN TOOLS, LLC	114191 QUINCY LN	MARSHFIELD	WI	54449	715-897-5752
TAB, ROBERT WALTER	R/T'S TOOLS L.L.C.	290 CATSKILL RD	WAUKESHA	WI	53186	262-364-6587
THOMAS, ERIC J	THOMAS TOOL SALES LLC	2700 CROSSWAY RD	BURLINGTON	WI	53105	262-758-0033
VETRONE, MATHEW J	VETRONE TOOL SALES, LLC	W228S4758 DAISY LANE	WAUKESHA	WI	53189	414-255-4306
VISONA, KEVIN E	KLF LLC	S47W24167 LAWNSDALE RD	WAUKESHA	WI	53189	815-861-1118
WARNER, TIMOTHY C	Tim's Tool Sales, LLC	N10241 TOWN HALL RD	MALONE	WI	53049	920-203-8349
WARTHAN, TODD C	WARTHAN TOOLS LLC	27746 MARKET RD	CASHTON	WI	54619	608-633-1969
WEBER, ANTON JOSEPH		W331 N9353 WEST SHORE DR	HARTLAND	WI	53029	920-988-1558

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WEBER, JAMES FRANZISKUS		W339 N9570 TOWNLINE RD	OCONOMOWOC	WI	53066	414-350-5127
WENDRICKS, NATHON L	NW TOOLS LLC	3249 WARM SPRINGS DR	GREEN BAY	WI	54311	920-660-2651
WEST, RICKEY E	RPK TOOLS LLC	310 S WASHINGTON ST	MONDOVI	WI	54755	715-495-5432
WOLD, AARON RAYMOND	Aaron Wold, Inc.	N4702 COUNTY RD J	MENOMONIE	WI	54751	715-556-8420
YOUNG, JOHN STEVEN	J S TOOLS, LLC	16228 WOODRIDGE LN	HAYWARD	WI	54843	715-651-1970
BURTON, ERIC A	BURTON'S TOOL ENTERPRISE LLC	148 CANNERY LN	WINFIELD	WV	25213	304-674-6621
CALHOUN, TONEY F	CALHOUN TOOLS LLC	PO BOX 433	KENOVA	WV	25530	304-634-4792
CAMERON, JAMES S	CAMERON'S TOOL SALES, LTD	55 PEDAL CAR DR	INWOOD	WV	25428	304-820-5525
CREAGER, DAVID R		200 C AND O DAM RD	DANIELS	WV	25832	304-890-0179
CREEL, SCOTT S (OH outlet)	SSCREEL ENTERPRISES LLC	3316 BROAD ST	PARKERSBURG	WV	26104	304-588-0220
FETTER, THOMAS	TOM FETTER, INC.	6885 RADERS VALLEY RD	WILLIAMSBURG	WV	24991	304-573-8204
GALFORD, JESSE A	J. GALFORD TOOL SALES LLC	108 OAK ST	LUMBERPORT	WV	26386	304-694-8875
GALFORD, ROBERT S	GALFORD TOOLS LLC	531 COAL BANK HILL RD	FAIRMONT	WV	26554	304-594-6426
HARDY, NICHOLAS R		144 RIFFLE LN	PETERSBURG	WV	26847	304-851-7372
HARMAN, DAVID R (OH outlet)	MOUNTAIN STATE TOOLS, LLC	800 18TH ST	VIENNA	WV	26105	304-480-1374
HILL, TIMOTHY P	TPH ENTERPRISE TOOLS, LLC	23 RENARD RUN	HURRICANE	WV	25526	205-296-3830
HINSHAW, MICHAEL S	HINSHAW TOOLS & EQUIPMENT, LLC	1137 HICKORY MILLS DR	HURRICANE	WV	25526	304-545-8593
KIRK, RICHARD L (PA outlet)	KADAK TOOLS LLC	203 MERIDETH STREET	MORGANTOWN	WV	26508	907-229-5403
METZ, TYLER B	BLUE DIAMOND ENERGY LLC	105 FAIRFIELD DR	BRIDGEPORT	WV	26330	304-844-3282
PHILLIPS, WILLIS A	PHILLIPS TOOL SALES LLC	4154 FAIRMONT RD	MORGANTOWN	WV	26501	304-216-2096
SAYRE, TERRY MATTHEW	SAYRE TOOL LLC	632 RIDGEVIEW ESTS	JANE LEW	WV	26378	304-552-3661
SUITER, CORY A	SUITER TOOLS UNLIMITED LLC	466 MISTY HILLS DR	PRINCETON	WV	24739	304-320-9424
WHEELER, MATTHEW J	WHEELER DISTRIBUTION, LLC	69 BIRD LANE	FAYETTEVILLE	WV	25840	304-573-8223
WOLFE, JASON C		109 PARADISE LN	BELINGTON	WV	26250	304-614-5017
BANKER, TIMOTHY A.	BANKER TOOLS INC.	1719 MCKINNEY DR	CHEYENNE	WY	82009	307-631-4786
BERRY, LEVI W	Boys 'n Berrys LLC	305 TATE WAY	ROCK SPRINGS	WY	82901	307-760-5231
EGAN, JEFFREY T	EGAN ENTERPRISES INC.	1510 E 26TH ST	CASPER	WY	82601	307-258-0355
HELBERG, BRUCE W	Helberg Enterprises	1681 ROAD 136	CHEYENNE	WY	82009	307-256-4240
JACOBSON, KIRK L	K J Tools, LLC	3710 HOMESTEAD LN	GILLETTE	WY	82716	307-680-4996

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JOHNSON, ANDREW T	JOHNSON TOOL COMPANY, LLC	44 PINGETZER RD	SHOSHONI	WY	82649	307-921-1197
MEDLOCK, DAVID P	MEDLOCK ENTERPRISES LLC	1819 LUKER DR	CASPER	WY	82609	307-439-9995
ROTH, JIM W	J.R. TOOL COMPANY	83 RED FOX DR	SHERIDAN	WY	82801	307-751-4728
SCHRAM, KEVIN M	K S TOOLS INC.	363 SINCLAIR ST	GILLETTE	WY	82718	307-680-6547
STARR, ANDREW J	STARR TOOLS	4142 COUNTY RD 212	HILLSDALE	WY	82060	307-421-5550
WERON, RICHARD A	WERON ENTERPRISES, INC.	4512 BOBOLINK LN	LARAMIE	WY	82070	307-760-4304
WILDER, CORY J	Wilder Performance LLC	834 N DAY ST	POWELL	WY	82435	307-254-4567

****These franchises were not operational as of fiscal year end 2022, but the franchise is operational as of the Effective Date of this Disclosure Document. If Additional Franchise is noted next to the franchisee's name, the Additional Franchise was not operational as of year-end 2022.**

APPENDIX F

Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business under the Franchise Agreement in the Twelve-Month Period Ended December 31, 2022

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

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

APPENDIX F

Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business Under the Franchise Agreement in the Twelve-Month Period ended December 31, 2022

INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
CORKERY, JAMES P	ARCTIC TOOLS, LLC	7901 MENTRA ST	ANCHORAGE	AK	99518	907-223-7104
CHAFFIN, TAYLOR S	BIGT TOOLS LLC	26682 POLLARD RD	DAPHNE	AL	36526	251-510-2999
LOY, PAUL J *****Add'l Franchise***	LOY TOOLS LLC	2261 COLVIN CIR S	GADSDEN	AL	35907	256-390-4869
WAGNER, AARON G	AARON'S TOOLS L.L.C.	14855 WOODLAND RD	ATHENS	AL	35613	256-998-8429
WARREN, BENJAMIN M	MIKE WARREN, LLC	20290 HADLEY RD	FOLEY	AL	36535	251-209-8662
GRIFFITH, KEVIN J	MASTER'S PLAN, INC	275 EMITTE LN	MOUNTAIN HOME	AR	72653	870-559-9400
GRIGG, KYLE C	PREMIERE TOOL COMPANY LLC	183 N PIANALTO RD	SPRINGDALE	AR	72762	479-225-1779
ALEJANDRO, ROBERT	ALEJANDRO TOOL CORPORATION	8742 W WETHERSFIELD RD	PEORIA	AZ	85381	623-910-6412
WHITNEY, JOSEPH M	JW TOOLS LLC	8724 W KAREN LEE LN	PEORIA	AZ	85382	623-521-5780
ARTEAGA, ANDRES	AMA TOOLS, LLC	591 TELEGRAPH CANYON RD,	CHULA VISTA	CA	91910	619-710-5822
BERG, DUSTIN R	DRB COMPANY LLC	7949 MISSION GORGE RD, SUITE A	SANTEE	CA	92071	619-870-7196
BETTENCOURT, SHAMUS G	SB TOOLS, INC.	2016 N MASELLI ST	VISALIA	CA	93291	559-707-0767
BULLIS, KEVIN W	KEVIN BULLIS AUTHORIZED TOOL	5947 CYPRESS POINT DR	LIVERMORE	CA	94551	650-676-5472
CALVILLO, OSCAR	CAL AUTO WORKS, LLC	282 VEGA RD	ROYAL OAKS	CA	95076	831-750-4246
COOK, BRET T	COLATE TOOLS	13903 JUDAH AVE	HAWTHORNE	CA	90250	310-261-8596
DAVIS, KARL V	KARL DAVIS LLC	15877 SERRANO RD	APPLE VALLEY	CA	92307	760-217-3852
DRUMMER, DOUG		249 WESTRIDGE DR	SANTA CLARA	CA	95050	408-398-7771
ELROD, JAMES J	ELROD TOOLS LLC	1102 ELM ST	RAMONA	CA	92065	661-341-4989
ESCALONA, MATTHEW L	ESCALONA & SONS TOOL SUPPLY	216 VIA LAS BRISAS	SAN MARCOS	CA	92069	858-602-6657
FAIRMAN, JONATHON R		418 COLEEN ST	LIVERMORE	CA	94550	510-910-3164
HALBASCH, PHILIP J	HALBASCH ENTERPRISES, LLC	2712 EAST GROVE AVE	ORANGE	CA	92867	714-785-3826
HOLM, BRETT T		13333 MORGAN TERRITORY RD	LIVERMORE	CA	94551	510-755-7428
HOPKINS, CURTIS W	BBK TOOLS, INC.	1408 OAKRIDGE CT	MODESTO	CA	95351	209-613-7652
JOHNSON, CHARLIE	CHARLIE YOUR TOOL MAN, INC.	42215 STETSON AVE	HEMET	CA	92544	909-732-9400
KIERNAN, MIKE	MIKE KIERNAN TOOLS, LLC	2415 MAVERICK CIR	CORONA	CA	92881	951-232-4579
MACOMBER, PHIL D	PDM TOOLS LLC	7925 RONSON RD	SAN DIEGO	CA	92111	858-531-9063
MCCARTY, MICHAEL	MCCARTY'S TOOLS LLC	1551 SANSINENA LN	LA HABRA	CA	90631	323-833-8211

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Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business Under the Franchise Agreement in the Twelve-Month Period ended December 31, 2022

INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
NGUYEN, JASON	JN TOOLS LLC	631 VALLEYWOOD ST	CORONA	CA	92879	951-756-0580
PETERSEN, CHRISTOPHER	CCP TOOLS, INC.	2701 JACARANDA	CARLSBAD	CA	92009	858-750-9841
ROGERS, DOUGLAS E		150 S BUCHANAN CIRCLE, SUITE L	PACHECO	CA	94553	415-378-8541
ROSENBERG, DAVID H		4621 OPERETTA DR	HUNTINGTON	CA	92649	310-488-4501
SHONKWILER, JOSEPH STEPHEN	J & D TOOL SUPPLY, INC.	14680 MALLORY DR	FONTANA	CA	92335	951-201-3978
SMITH, DANIEL B *****Add'l Franchise***	D H TOOLS, INC.	23050 SACRAMENTO RD	CORNING	CA	96021	530-519-7001
STEPHAN, BOB		69.5 TERRACE VIEW	SCOTTS VALLEY	CA	95066	831-332-3961
WEBB, JAMES C		656 BLUE OAK AVE	NEWBURY PARK	CA	91320	805-390-7567
GREEN, BROCK J	1/2 Plate Tools, Inc.	1800 RUE DE TRUST	ERIE	CO	80516	720-724-5555
HOLT, WILLIAM A	ODF, INCORPORATED	27344 BRONCO DR	PUEBLO	CO	81006	719-251-1060
MILLER, MITCHELL R	INDUSTRIAL SPECIALTIES, INC.	1230 MEEKER ST	DELTA	CO	81416	308-746-2596
THOMAS, MALVIN R	THOMAS & THOMAS ENTERPRISES	2990 1/2 KIA DR	GRAND JUNCTION	CO	81504	719-686-7386
BARTLE, JAMES O	BARTLEJAMES, LLC	68 HOWEY RD, PO BOX 220	ASHFORD	CT	06278	860-559-9275
BESADE, JUSTIN S (RI outlet)	JUST TOOLS LLC	28 SOLJER DR	WATERFORD	CT	06385	860-460-6236
DOERING, BRADLEY R	B.D TOOLS CORP	401 LITCHFIELD RD	WATERTOWN	CT	06795	561-603-5460
NIEMANN, RUSSELL T		16 BROCKWAY RD	ELLINGTON	CT	06029	860-543-2966
DERBY, MICHAEL C		23 SOUTH MAIN ST	MIDDLETOWN	DE	19709	302-218-1197
ASHLEY, RAY AARON *****Add'l***	LIFETIME TOOLS, INC.	6493 MAY TREE CT	JACKSONVILLE	FL	32258	904-563-3208
BRUNEAU, DAVID D (CA outlet)		751 ENDICOTT WAY	THE VILLAGES	FL	32162	951-453-6598
BURNS, BRIAN R (AK outlets)	Burns Tools LLC	5753 HIGHWAY 85 N, #3911	CRESTVIEW	FL	32536	907-347-7457
CORREAGONZALEZ, DANIEL A	DAC TOOLS LLC	2930 NW 162ND ST	Miami Gardens	FL	33054	305-975-1893
CRAIG, MICHAEL E		3100 DOLPHIN DR	HOLLYWOOD	FL	33025	954-261-9197
DUNFEE, THOMAS L.	SNAPPY TOMS LLC	2268 W END CT	LEHIGH ACRES	FL	33973	239-210-1137
ELLIS, JAMES	CORTEX INSTRUMENTS INC.	851 SOUTH STATE ROAD 434,	ALTAMONTE	FL	32714	407-474-5913
ESQUIVEL, JORGE		4590 NW 37TH AVE	DORAL	FL	33142	305-934-8749
GRISHAM, MATTHEW T *****Add'l***	LMG COMPANIES, LLC	35514 FAIRVIEW HEIGHTS RD	ZEPHYRHILLS	FL	33541	352-206-7966
HAHN, PETER H	K.T.H. TOOLS LLC	401 CLUB HOUSE DR W	FREEPORT	FL	32439	850-714-3936

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
IRVIN, MICHAEL T	MTI TOOLS AND EQUIPMENT LLC	12447 SWEET HILL RD	POLK CITY	FL	33868	863-557-4103
JOHNSON, KENNETH RAY		93 SWISHER RD	HAVANA	FL	32333	850-556-7830
LAUGHREY, PATRICK M ***Add'l**	PREFERRED AUTOMOTIVE TOOL	1350 DARBY RD	SARASOTA	FL	34240	941-914-0295
LOWE, MICHAEL T	TEAMLOWE ENTERPRISES	4 CEDAR POINT DR	PALM COAST	FL	32164	386-295-2286
MARTINEZ, DANIEL A	D.A.M. TOOLS, INC.	1867 SW NOTRE DAME AVE	PORT SAINT LUCIE	FL	34953	561-601-8255
MCCRAY, DAVID W (MI outlet)		1614 BLUE LAKE DR	LAKELAND	FL	33801	989-429-7736
MCVEY, ROBERT L (MO outlet)	MCVEY TOOLS & EQUIPMENT	709 CINDY AVE	FRUITLAND PARK	FL	34731	660-537-2548
MERRICK, MARK A ***Add'l Franchise**	MERRICK TOOL SUPPLY, LLC	6955 MAVERICK TRAIL	SAINT CLOUD	FL	34771	407-376-1689
METROPOLIS, MICHAEL	METRO-TOOLS, LLC	16315 GULF BLVD	SAINT PETERSBURG	FL	33708	727-599-7348
MUCHLER, BRUCE B	MUCH BETTER TOOLS, INC.	5144 CEDARBROOK LN	HERNANDO BEACH	FL	34607	727-247-8110
PEREZ, FERDINAND	ADVANCE AUTOMOTIVE	704 147TH STREET EAST	BRADENTON	FL	34212	941-720-2633
POWERS, STEVEN J	S.J.P. TOOLS, INC.	7706 ELWOOD DR	LAKE WORTH	FL	33467	561-703-5569
PRIESTER, CHACE WILLIAM ***Add'l**	CHACE INDUSTRIES, LLC	2848 TREMONT DR	EUSTIS	FL	32726	352-888-0097
QUIMBY, DALE P ***Add'l Franchise**	D. & S. QUIMBY ENT LLC	6720 SW 56TH CT	FORT LAUDERDALE	FL	33314	954-258-6002
SANCHEZ, JULIO	J SANCHEZ DISTRIBUTORS CORP.	60 WEST 56TH ST	HIALEAH	FL	33012	305-298-6065
SMITH, RICK LYNN ***Add'l Franchise**	RICK'S SALES AND SERVICE LLC	138 B NORTH ONE DR	SAINT AUGUSTINE	FL	32095	904-669-0457
STAHL, ZACKARY H (KY outlet)	ZHS TOOL SALES LLC	432 HIGH TIDE DR	SAINT AUGUSTINE	FL	32080	270-784-3308
STANFORD, PETER RALPH	PETE STANFORD TOOLS, INC.	153 LARCH RD	OCALA	FL	34480	352-817-1108
STANLEY, JEFFREY L	J.L.STANLEY L.L.C	55 SWIMMING PEN DR	MIDDLEBURG	FL	32068	904-449-2782
TOTHILL, JAMES E	SQUIRE INDUSTRIES, INC	1118 SPARKMAN RD	PLANT CITY	FL	33566	813-523-1505
TRAVIESO, RENE P	RLSM80 LLC	9151 SW 156TH CT	DORAL	FL	33196	305-903-5114
VALENTINO, DOMENIC (CA outlet)	2LS 4 U	1353 AUTUMN RD	SPRING HILL	FL	34606	626-367-3941
WINK, ROBERT C (VA outlet)	WINK ENTERPRISES INCORPORATED	228 HAGUE CT	SPRING HILL	FL	34606	703-463-4058
ANDERSEN, JUSTIN W	HARPER TOOLS, INC	435 LINWOOD DR	DEMOREST	GA	30535	706-244-4787
BALES, RUSSELL H ***Add'l Franchise**	RUSS BALES TOOLS LLC	3318 RISING FAWN TRAIL	SUWANEE	GA	30024	404-314-6300
CARR, TIMOTHY M	T.M.C TOOLS CORP	1764 ADAIR MILL RD	CLEVELAND	GA	30528	706-878-7536
COURTNEY, TIMOTHY A	TIM'S TOOLS, INC.	529 FARMINGTON CIR	EVANS	GA	30809	706-830-8103
DYKES, THOMAS D	DYKES FAMILY TOOLS LLC.	164 ED ETHERIDGE RD	GRAY	GA	31032	478-319-4784

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
FRUECHTENICHT, TIMOTHY S	TIMOTHY'S TOOLS LLC	320 PLENTITUDE CHURCH RD	GRAY	GA	31032	478-747-7430
GRIGGS, SHANNON O ***Add'l**	SHANNON TOOLS & EQUIPMENT,	1133 MOBLEY WALK CT	COLUMBUS	GA	31904	706-681-0660
MCALLISTER, JAMES V	MAC TRANSPORTATION &	47 RIVER WALK PKWY	EUHARLEE	GA	30145	404-295-1658
OBOSLA, ROBERT W	RO TOOLS LLC.	122 JAMIE DR	HIRAM	GA	30141	404-991-4382
OWENS, CHARLES E	ABC SERVICES OF GEORGIA, LLC	175 ORCHARD DR	COMMERCE	GA	30529	678-630-5192
PATTEN, RICHARD A	DREW'S TOOLS, LLC	11205 TREADWELL RD	FORSYTH	GA	31029	478-955-4325
POWERS, BRANDON J		1299 PEA RIDGE RD	FRANKLIN	GA	30217	678-468-2066
REYNOLDS, GEORGE ROE	REYNOLDS TOOL & EQUIPMENT INC.	890 S STEEL BRIDGE RD	EATONTON	GA	31024	478-451-7491
SCHARLATT, PETER ERICK***Add'l**	PS PERFORMANCE TOOLS LLC	450 BARRINGTON DR WEST	ROSWELL	GA	30076	404-428-3305
SILVA, NEIL A	SILVA TOOLS LLC	316 EDINBURGH LN	WOODSTOCK	GA	30188	408-221-9767
SPAGGIARI, LEE JOHN	SPAGGIARI TOOLS, LLC	653 PRIDDY RD	LAGRANGE	GA	30241	706-594-1686
MEYER, CAMERON D	C&M CUSTOM TOOLS LLC	94-1388 MOANIANI ST, UNIT 323	WAIPAHU	HI	96797	858-722-8660
CARSWELL, JOHN B	CENTRAL IOWA TOOLS, L.C.	2174 220TH ST	BOONE	IA	50036	515-460-6737
LUND, JOHN W		1417 WEST 37TH STREET	DAVENPORT	IA	52806	563-650-9800
SEAMANS, CHARLES MARK	MS TOOLS, INC.	7086 WORCESTER RD	PALO	IA	52324	319-361-0401
GARVIN, PHILIP WAYNE	P R Tools, Inc.	3390 N CURT DR	MERIDIAN	ID	83646	208-860-8970
STUCHEL, MARK DAVID ***Add'l**	MARK D. STUCHEL INC.	21389 360TH ST	EARLHAM	IA	50072	515-577-0993
BURKS, ALEX J	AJB TOOLS LLC	19436 BEECHNUT DR	MOKENA	IL	60448	708-217-8647
CHIDDISTER, CLARK STEVEN	CLARK TOOLS, INC.	10467 DAWSON ST	HUNTLEY	IL	60142	630-640-7400
FROMME, SAMUEL J ***Add'l**	FROMME TOOLS LLC	117 MILL ST	FRANKLIN	IL	62638	217-473-5756
HAINLINE, JEFFREY M	JH TOOLS LLC	508 S MAIN ST	BELLEVUE	IL	61604	309-208-1868
KAISER, MATTHEW A	KAISER TOOLS, INC.	412 S JADE LN	ROUND LAKE	IL	60073	224-402-3330
KENNEY, CRAIG ALAN		723 N RIVER RD	ALGONQUIN	IL	60102	630-816-5281
MOLOHON, DUSTIN L	AMERICAN STEEL TOOLS LLC	8 TOWLE RD	DIVERNON	IL	62530	520-989-1912
ROBERTS, JEFFREY DEAN	ROBERTS TOOLS, INC.	14637 SPARROW RD, PO BOX 140	PLEASANT PLAINS	IL	62677	217-652-4406
SCHULTZ, CHARLES D	TOPHAND TOOLS, INC.	600 SHORT ST	NORTH	IL	61466	309-644-9654
SIMON, KEITH LARENCE		468 HAZEL DR	SCHAUMBURG	IL	60193	847-471-0015

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
BRADY, ADAM T	Brady Tools LLC	920 COUNTRYSIDE LN	COLUMBUS	IN	47201	812-343-3903
BRAGG, BRYAN M	BRAGG FAMILY TOOLS LLC	10456 N STATE RD 267	BROWNSBURG	IN	46112	317-748-1757
BRYAN, JARED C *****Add'l Franchise***	BRYAN TOOL SALES, LLC	2572 E STATE ROAD 218	BERNE	IN	46711	260-849-0383
CLEMENS, MICHAEL ROLAND	MICHAEL CLEMENS LLC	1920 N CORNERSTONE WAY	ELLETTSVILLE	IN	47429	812-327-9664
COOPER, THOMAS T	T & S TOOL SALES INC.	1240 WOODHOLLOW COURT	SCHERERVILLE	IN	46375	219-613-4894
ELI, RYAN M	JCR TOOLS INC	6060 S COUNTY ROAD 400 EAST	FRANKFORT	IN	46041	765-412-5173
FORREST, ETHAN E	TC300 TOOLS LLC	107 S COUNTY ROAD 800 EAST	LOGANSPORT	IN	46947	317-697-9980
GAW, JOURDAN M	J. GAW TOOLS LLC	408 LES DR	CHANDLER	IN	47610	812-217-8055
MAAS, LAWRENCE B (IL outlet)	LBM TOOLS LLC	8371 PATTERSON ST	SAINT JOHN	IN	46373	219-613-0655
MOLLENCUPP, FLOYD EDWARD	ED'S TRAVELING TOOL BOX INC.	943 N MADISON	KEWANNA	IN	46939	574-817-0513
SHERRARD, JAMES GUY	JIMS TOOL SALES LLC	1123 STATE ROUTE 1	WEST HARRISON	IN	47060	513-257-4581
SIMON, MATTHEW D		8253 N 400 W	DECATUR	IN	46733	260-701-2842
SPENCER, JOSHUA J	AJ'S TOOLS, INC	12361 DRIFTWOOD DR	DEMOTTE	IN	46310	219-334-6953
WESLEY, RAYMOND C	RAY WESLEY LLC	13134 BLOOM RD	MOORES HILL	IN	47032	812-290-6108
BRADFIELD, BRIAN M *****Add'l***	SBB ENTERPRISES, LLC	1009 JENNY AVENUE	GARDEN CITY	KS	67846	620-271-7627
HAFLIGER, NATHAN GLENN *****Add''l***	GLENN'S SALES & SERVICE, LLC	25007 J RD	WAKEENEY	KS	67672	785-731-5255
JACOBS, JOSHUA C		20444 NE 10TH ST	PRATT	KS	67124	620-886-1119
KNOWLES, WILLIAM KRIS		400 E 17TH ST	HUTCHINSON	KS	67501	620-664-3592
MILLS, RODNEY L *(Estate of)*	MILLS TOOLS, LLC	30142 41ST ROAD	ARKANSAS CITY	KS	67005	620-441-2798
ROUNDS, LAWRENCE W	ICT TOOLS LLC	2124 S ESSEX HEIGHTS RD	HALSTEAD	KS	67056	316-239-8003
UNRAU, DARCY	REDBEERD ENTERPRISES, LLC	139 W GROVE ST	CANTON	KS	67428	620-947-1844
LEDDY, DANIEL G	LEDDY TOOL COMPANY	4104 BERRYMAN CT	LEXINGTON	KY	40514	859-948-8259
LOGSDON, BRANDON N	INFINITY ENTERPRISES, INC.	2011 CROOKED CREEK CT	CRESTWOOD	KY	40014	502-939-0905
MONTGOMERY, JAMIE DAIRL *****Add'l***	MONTGOMERY TOOLS, INC.	116 NORTON DR	RICHMOND	KY	40475	859-626-2312
PEAVLER, MIKE DOUGLAS (OH outlet)	DOUGS TOOL SHOP, LLC	21 THATCHER CT	ALEXANDRIA	KY	41001	859-314-8105
WILSON, ANTHONY	TJW ENTERPRISES, INC.	316 BOONE WAY	RICHMOND	KY	40475	859-749-7293
BERTHIAUME, BRIAN G (CT outlet)	CHROME LLC,	4 BRIAN AVE	WEBSTER	MA	01570	508-981-3685

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EKMALIAN, JAMES G	JGE TOOLS LLC	54 HIGHER ST	LUDLOW	MA	01056	413-654-6818
LAFRENIERE, ANTHONY J		48 GREEN DR	NORTH ATTLEBORO	MA	02760	508-958-4067
SZYDLIK, THOMAS T	TTS, INC.	15 MCGUIRE RD	SUTTON	MA	01590	508-769-9960
ANCHOR, BRIAN M	ANCHOR TOOL COMPANY, INC.	17780 OLD FREDERICK RD	MOUNT AIRY	MD	21771	301-399-8326
FRANKS, BRIAN S	KRAKEN INDUSTRY LLC	2508 KNIGHTHILL LN	BOWIE	MD	20715	443-905-2001
KENNARD, STEPHEN DOUGLAS (PA		86 RED FOX DR	ELKTON	MD	21921	610-656-4874
PENADO, MANUEL A (DC outlet)	MANNY PENADO INC.	501 GORMAN AVE	LAUREL	MD	20707	571-224-3289
POWELL, DAVID M (PA outlet)	DAVID M. POWELL, LLC	20040 LANDIS RD	HAGERSTOWN	MD	21740	301-991-4605
RUFF, ERIC S	ESR TOOLS, INC.	2078 FEDERAL LN	BOWIE	MD	20715	443-336-9790
SCHEIMAN, PHILIP M	SCHEIMAN ENTERPRISES, LLC	9653 WHITE ACRE RD, UNIT B4	COLUMBIA	MD	21045	240-485-8492
SMITH, PHILLIP J	BEACON TOOLS, INC.	1428 BAY HEAD RD	ANNAPOLIS	MD	21401	410-570-8283
JOHNSTON, HEIDI D	ON-TARGET TOOLS-INC.	81 PIGEON BROOK RD	WEST BALDWIN	ME	04091	207-227-3726
YOUNG, PRESTON		570 BOG RD	VASSALBORO	ME	04989	207-861-2550
KAISER, STEVEN A	NEXTGEN TOOL SALES LLC	2681 W AIRPORT RD	HASTINGS	MI	49058	269-760-4026
KEILLOR, MICHAEL HAROLD		1418 NELSON ST	WHITEHALL	MI	49461	231-750-0634
LUKE, WILLIAM P	LUKE TOOLS LLC	600 S CHRISTINE ST	WESTLAND	MI	48186	248-309-7623
MACEWEN, ERNEST WILLIAM ***Add'l**	ERNEST W MACEWEN LLC	11429 ARMSTRONG RD	SOUTH ROCKWOOD	MI	48179	313-550-2491
MILLER, JOHN W	TOP TECH TOOL SALES LLC	308 W COTTAGE AVE	Shepherd	MI	48883	989-294-3001
PERPICH, THOMAS MICHAEL	PERP CO.	790 N ECKHARDT RD	CENTRAL LAKE	MI	49622	231-313-0850
QUIST, ROGER D	ELASAR TOOLS LLC	30533 29TH ST	PAWPAW	MI	49079	269-303-5309
SNYDER, DANIEL PAUL		8748 EASTERN AVE SE	BYRON CENTER	MI	49315	616-291-2817
STEPKA, BRIAN L	BURNER'S TOOLS L.L.C	235 N STATE ST	ZEELAND	MI	49464	616-218-0053
WILCOME, DAVID KEITH ***Add'l**		29580 OLD NORTH RIVER RD	HARRISON	MI	48045	313-570-8935
WILLIAMS, ANDREW T	808 MOTORSPORTS LLC	402 RADISSON DR	MARQUETTE	MI	49855	906-869-6724
MATSON, THOMAS R ***Add'l**	MATSON HOLDINGS, INC.	3908 COUNTY ROAD 30	WAVERLY	MN	55390	952-457-9976
MCAFEE, JAMES PATRICK	JPM TOOLS LLC	16468 2ND ST N	LAKELAND SHORES	MN	55043	651-303-8649
MOTSCHENBACHER, BRENT JON	TURBOS TOOLS LLC	403 W PRAIRIE AVE	ELIZABETH	MN	56533	218-849-1470

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Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business Under the Franchise Agreement in the Twelve-Month Period ended December 31, 2022

INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
COLE, JEFFREY D		1145 SHADY PINE LANE	JOPLIN	MO	64801	417-437-7905
MILLSPAUGH, STEVEN R	SS SPECIALTY SERVICES LLC	1119 COUNTY ROAD 469	JACKSON	MO	63755	573-510-9710
NICHOLS, RICHARD R	RDA Tool Company, LLC	1817 TISDALE DR	BOONVILLE	MO	65233	660-620-1946
RITCHESON, DAVID B	D & S Tools LLC	204 J I CASE STREET	DIAMOND	MO	64840	417-658-9409
FOSTER, JAMES M	MATTHEW FOSTERTOOLS LLC	375 COUNTY ROAD 805	SHANNON	MS	38868	662-322-7452
HAMILTON, JOVIN D	JOVIN'S TOOLS AND EQUIPMENT	166 COUNTY ROAD 2432	GUNTOWN	MS	38849	662-322-7782
HOWINGTON, CURTIS L	L&J TOOLS LLC	1370 TIMBERIDGE RD	TERRY	MS	39170	601-754-3252
MURRAY, SHELBY DEAN		800 NEWIT-VICK DR	VICKSBURG	MS	39183	601-218-0262
STRANGE, ROBERT GLYNN (MS outlet)	STRANGE TOOLS AND EQUIPMENT	687 GOLDEN WAY	COLDWATER	MS	38618	901-361-3605
MERRILL, KENT ALAN		1645 MULLAN TR	MISSOULA	MT	59808	406-880-8665
VOSS, KENNETH J (WA outlet)	VOSS TOOLS LLC	270 GREGSON LANE	ANACONDA	MT	59711	360-239-8341
AVERY, BRETT N	BA TOOL GUY LLC	125 LIGHTHOUSE VIEW	AYDLETT	NC	27916	252-457-7150
BYRNES, JAMES E	ADVANTAGE WORKPLACE SERVICES	33 HIDDEN ACRES DR	ASHEVILLE	NC	28806	828-808-2104
CANDLER, NICHOLAS M	RCKN TOOL INC	30 ALLMAN HILL RD	WEAVERVILLE	NC	28787	828-768-5090
DEAN, DAVID A ****Add'l Franchise***	D DEAN TOOLS INC.	175 EARL KIMBER RD	BURLINGTON	NC	27217	336-343-7634
DEAN, JOEL A	J. DEAN TOOLS INC.	2875 KNOLL TRAIL	GRAHAM	NC	27253	336-343-8105
FARRELL, JEFFREY T	PROTECH TOOLS, INC.	5508 DEER HUNTER CT	GARNER	NC	27529	919-524-1812
HAMM, MICHAEL LEE	MIKE HAMM ENTERPRISES, LLC	3124 2ND ST	VALDESE	NC	28690	828-310-4170
HAYDEN, JAMES R	JIM HAYDEN'S TOOL COMPANY	680 WHITE OAKS RD	MOORESVILLE	NC	28115	910-599-6734
HOLLAND, LELAND DANIEL	KYLOSHCOUR TOOLS, INC.	255 BROOM SAGE DR	ANGIER	NC	27501	919-608-1874
HORNER, RANDALL F	HORNER TOOLS AND EQUIPMENT,	4448 N NC HIGHWAY 49	BURLINGTON	NC	27217	336-263-7011
MESSENGER, KINZER B	K&K TOOLS LLC	4357 HUNTON DALE DR NW	CONCORD	NC	28027	505-235-1946
RICE, AARON R	AARON R. RICE TOOLS INC.	1460 PARK DR	MARS HILL	NC	28754	828-380-3492
SCHIDDEL, LAUREN M	LMC TOOLS INC.	4412 ABBEY PARK RD	KERNERSVILLE	NC	27284	224-430-7408
SHIVERS, JEFFREY DWAYNE ****Add'l***	SHIVERS AND SHIVERS, INC.	2715 IVY CHASE DR	WINTERVILLE	NC	28590	252-341-4570
SMITH, CHARLES P	Cartover Services, LLC	209 VIRGINIA AVE	MOREHEAD CITY	NC	28557	252-269-5132
HELLAND, DAVID LEROY		5311 BROOKWOOD PL	BISMARK	ND	58503	701-260-1857

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INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
JEANOTTE, MICHAEL J		8701 MEMORY LANE	HORACE	ND	58047	701-540-1984
KEIM, RICK L ***Add'l Franchise**	R & D TOOLS, INC.	105 N MAIN ST - 126	LUCAMA	NC	27851	252-363-1222
WILLCOX, WILLIAM C ***Add'l**	WILLCOX TOOL SALES, LLC	445 JANNIE LN	CARTHAGE	NC	28327	910-528-2083
LEDMAN, RICHARD T	R&L TOOLS LLC	717 15TH ST S	FARGO	ND	58103	701-893-6739
PETHEL, SCOTT D	Scott Pethel LLC	1214 2ND ST S	CARRINGTON	ND	58421	701-320-6248
BROMWICH, ROBERT A		1754 FAIRGOUNDS RD POB 113	CENTRAL CITY	NE	68826	308-258-2239
EGGER, LANCE LEO	EGGER TOOL SERVICE, INC.	6201 SADDLE CREEK TR	LINCOLN	NE	68523	402-890-3647
KULHANEK, LOWELL JOHN		78325 ROAD 444	Ansley	NE	68814	308-325-0076
PRATHER, DANIEL A	PRATHER TOOLS, LLC	1608 GOLDENBERRY DR	NORFOLK	NE	68701	402-992-2486
RAY, JARED G	JRAYS TOOLS, INC.	520 COUNTY ROAD 43	TEKAMAH	NE	68061	402-660-6335
THOMAS, JEFF DALE	JSARA TOOLS, LLC	415 SOUTH SMITH AVE	KENESAW	NE	68956	402-984-8543
WOLF, JAMES R	WOLF TOOLS, LLC	83649 550TH AVE	NORFOLK	NE	68701	402-540-4303
BARTHOLOMEW, CHRISTOPHER T	CB TOOLS LLC	41 HOLMESWOOD DR	SANDOWN	NH	03873	603-969-2165
KNAPP, DEREK S		12 WOOD DR	ATKINSON	NH	03811	603-819-9717
ACEVEDO, CHRISTOPHER A		23 ANDERSON AVE	WALLINGTON	NJ	07057	201-704-0176
ALLEN, DOUGLAS L		PO BOX 5196	WEEHAWKEN	NJ	07086	201-725-5000
KNOTHE, DANIEL JAMES		9 CLAUSS AVE	PARAMUS	NJ	07652	201-954-3098
MCKEE, JOSEPH (PA outlet)	J T TOOLS, L.L.C.	416 HIGH ST	RUNNEMEDE	NJ	08078	215-669-7702
NAROZNIAK, GREGORY T	GTN TOOLS LLC	4 GULICK COURT	HILLSBOROUGH	NJ	08844	732-598-6425
PANSA, MICHAEL J	PANZA'S TOOL SERVICE, INC.	299 FACTORY RD	CEDARVILLE	NJ	08311	856-305-8574
SNELGROVE, MARK A	TRADEMARK TOOL CO. LLC	27 PHYLLIS LN	FAIRFIELD	NJ	07004	973-865-1698
TAORMINA, BENEDICT ***Add'l**	B & T TOOLS, INC.	15 BURD RD	PENNINGTON	NJ	08534	609-209-7013
OROZCO, EDUARDO	EDDIE OROZCO ENTERPRISES, INC.	2126 TIERRA DE SUENOS	ALAMOGORDO	NM	88310	575-442-6714
PAGELS, MARK F	LLP, INC.	3022 MULE FARM PL SW	ALBUQUERQUE	NM	87105	505-250-0733
ADAMS, ANTHONY J ***Add'l**	ADAMS' MOBILE TOOLS, LLC	7450 TUCKER WILLIAM ST	LAS VEGAS	NV	89149	702-768-0994
KEEN, DEREK M	KEEN TOOLS LLC	126 HEXHAM DR	HENDERSON	NV	89015	702-682-5365

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PURVIS, ROBERT GLOVER *(Estate of)*	ADVANCED ACCESSORIES, LLC	1864 PAINTED DESERT DR	MINDEN	NV	89423	303-588-8896
TOCHIKI, STANLEY I	ST TOOLS, LLC	325 ESQUINA DR	HENDERSON	NV	89014	808-551-9410
CAREY, MATTHEW A ***Add'l**	CAREY-ON TOOL SALES, INC.	921 PIXLEY RD	ROCHESTER	NY	14624	585-507-2224
CARROLL, BRAD C ***Add'l Franchise**	CARROLL'S TOOLS, INC.	5589 WILLIAM ST	LANCASTER	NY	14086	716-474-5492
CURRO, ANDREW J	AJC TOOLS LLC	6125 STATE ROUTE 46	Durhamville	NY	13054	315-813-4933
GREEN, DAVID DANA		5226 COUNTY RD #1	RUSHVILLE	NY	14544	585-455-4558
GREVELDING, TIMOTHY C	PRG TOOLS, INC.	813 COUNTY RTE 10	PENNELLVILLE	NY	13132	315-256-3318
HAMLIN, SCOTT A ***Add'l Franchise**	SCOTT HAMLIN, INC.	641 SNAKEHILL RD	POESTENKILL	NY	12140	518-424-1249
HARDY, RAYMOND M	MARK HARDY TOOLS AND	59 ALPINE RD	ROCHESTER	NY	14612	585-329-6934
HENCKE, AUGUST D	BUDDY HENCKE INC.	168 ROASER RD	SAND LAKE	NY	12153	518-488-0688
HODGSON, WESTON	GAME CHANGING TOOLS, INC.	11379 SOUTHARD RD	CATO	NY	13033	315-729-1599
KANTOR, DAVID	DAVID J KANTOR LLC	5044 BRENON RD	Turin	NY	13473	315-225-7938
MCALISTER, BRIAN TERRY		2147 HILLSIDE AVE	BELLMORE	NY	11710	516-695-3937
MONTEMURRO, ROBERT J		25 VERDI ST	SMITHTOWN	NY	11787	631-807-2846
NELSON, MARK	NELSON TOOLS, LLC	6287 APPLETREE POINT RD	MORAVIA	NY	13118	315-246-8648
OSHEA, REX J	O'SHEA TOOLS INC.	5184 COUNTY ROUTE 27	CANTON	NY	13617	315-528-5025
PROHASKA, NICHOLAS J ***Add'l**	PROS TOOLS LLC	6100 MAPLE HILL RD	SOUTH WALES	NY	14139	716-523-0117
REGAN, PAT		11 AUDUBON DR	OSSINING	NY	10562	914-923-0081
SHEA, PATRICK J		45B S MIDDLETOWN RD	PEARL RIVER	NY	10965	845-721-2826
TARTAGLIA, FRANK	Tool Box Unlimited, Inc.	3111 DARE PL	BRONX	NY	10465	646-345-6178
YARTER, CHAD S	NORTHEAST PERFORMANCE	6212 DIX RD	ROME	NY	13440	518-396-8800
BADGER, RYAN DAVID ***Add'l**	LITTLE BADGER'S TOOL SALES, LLC	14936 NORTH ELYRIA RD	WEST SALEM	OH	44287	330-466-4321
CRIDER, BONNIE E	CRIDER & SONS TOOLS, LLC	10755 STATE ROUTE 39	MILLERSBURG	OH	44654	330-473-3942
FLETCHER, ROBERT D	FLETCHER TOOL SOLUTIONS INC.	3236 WILSON ROAD	SUNBURY	OH	43074	614-419-4564
HERRINGSHAW, TYLER J	LAGG ENTERPRISE, LLC	7498 RANGE LINE RD	RUDOLPH	OH	43462	419-721-4122
LUZIUS, KURT M	KURT LUZIUS, INC.	32124 KNOBEL RD	EASTLAKE	OH	44095	440-289-5546
MINNICK, JAMES ALAN		627 DORCHESTER DR	HUBBARD	OH	44425	330-727-3349
WHITTENBERGER, ROBERT SCOTT	S-M TOOLS LLC	4271 FAIRFIELD SCHOOL RD	LEETONIA	OH	44431	330-692-2232

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BRADFORD, GARY L	BRADFORD COMPANY LLC	14822 N SKYLINE DR	OKMULGEE	OK	74447	918-807-8159
ETZKORN, CHARLES EDWARD		8472 S 257TH E AVE	BROKEN ARROW	OK	74014	918-671-4783
FLEEK, KENNETH C	MAGIC TOOLS, L.L.C.	15760 SE 29TH ST	CHOCTAW	OK	73020	405-761-4713
FRICKENSCHMIDT, TIMOTHY R	TF TOOLS LLC	802 WEST HWY 64	MORRISON	OK	73061	580-231-2073
LAPLANTE, KEVIN R *****Add'l Franchise***	KRL TOOLS L.L.C.	1477 ORCHARD RD	CALERA	OK	74730	580-235-1991
MCKAUGHAN, CARY JIM	MCKAUGHAN SALES LLC	15310 E HOOTY CREEK RD	CLAREMORE	OK	74019	918-284-2181
OLSON, JOHN MITCH (CA outlet)	I GOT TOOL, INC.	4485 ADRAINA WAY	PIEDMONT	OK	73078	925-519-9873
SMITH, MATTHEW A *****Add'l***	GID, INC.	2200 NE 100TH ST	OKLAHOMA CITY	OK	73131	405-473-6288
GODFREY, JACOB RYAN	J RYAN GODFREY LLC	1022 SE DOGWOOD LN	OAK GROVE	OR	97267	971-940-2165
GRAHAM, TOM		38825 FLOWERDALE DR	SPRINGFIELD	OR	97478	541-543-0505
HUBERT, MARK R		35632 OAKVILLE RD SW	ALBANY	OR	97321	503-569-4537
KUHLMAN, RYAN J	541 TOOLS LLC	21662 OLD RED RD	BEND	OR	97702	541-527-5773
ROSENBERG, SHAWN A	SR TOOLS, LLC	1280 ALFARETTA DR	EUGENE	OR	97401	503-961-4621
SCHILTZ, DAVID C.	DAVID SCHILTZ TOOL COMPANY	6031 LATOUR LANE	EUGENE	OR	97402	541-954-7015
BAKER, JAY ALLEN	BAKER'S TOOL COMPANY, LLC	141 HICKORY LN	BEDFORD	PA	15522	814-285-0002
BENDER, JESSE J	BENDER TOOLS LLC	3376 STATE ROUTE 3004	MESHOPPEN	PA	18630	570-766-6020
BOCCELLI, BRIAN J *****Add'l Franchises***	TEAM B TOOLS, LLC	2165 MEADOWVIEW DR	JAMISON	PA	18929	267-446-4794
BOYER, JOEL		51 SCHOOL LN	ROBESONIA	PA	19551	610-587-6422
DEERY, JACOB R	J DEERY TOOLS, LLC	11 FARM LN	LITITZ	PA	17543	717-725-4400
DIAZHERNANDEZ, WELNER D	A&D CORPORATE, LLC	10 WIL-BE DR	POTTSTOWN	PA	19465	910-388-5809
DUNLEAVY, TIMOTHY L	TD TOOL SALES LLC	2069 RESERVOIR DR	MIDDLETOWN	PA	17057	717-554-5350
FALCONE, GREGORY S		1101 ARABIAN ROAD	WARRINGTON	PA	18976	215-407-7168
FERENCE, PAUL		319 LINDSEY RD	ZELIENOPLE	PA	16063	724-316-0410
GILL, REX A	REX THE TOOL MAN, LLC	65 CLEARFIELD DR.	WINFIELD	PA	17889	570-274-6303
HESSINGER, FREDERICK		2360 DORN RD	WATERFORD	PA	16441	814-450-0421
HILL, ROBERT B	Your Tool Man Rob LLC	3548 EDGEWATER LN	BROOKHAVEN	PA	19015	610-213-7282
JACKSON, BARRY NORTON		6730 WALNUT CREEK DR	FAIRVIEW	PA	16415	814-397-9310

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KEITER, JODY W ****Add'l Franchise***	JODY W. KEITER, INC.	4314 STATE RTE 225	DORNSIFE	PA	17823	570-490-2486
KEYTE, DANIEL R	DRKJ ENTERPRISE LLC	105 SUNSET CIR	MONTOURSVILLE	PA	17754	570-979-9727
LAIRD, WILLIAM T	William Laird, LLC	283 W ESSEX AVE	Lansdowne	PA	19050	610-836-1563
LOVELL, JEFFREY A ****Add'l Franchise***	LOVELL ENTERPRISES LLC	641 WATERDAM RD	CANONSBURG	PA	15317	412-652-0496
MALUDA, JOHN G	MALUDA SALES LLC	225 DEER PATH	KUNKLETOWN	PA	18058	201-572-8425
MATIASIC, STEVEN M	MATIASIC ENTERPRISES, LLC	373 MCGOUGH WAY	TRAFFORD	PA	15085	412-889-0842
O'NEILL, DAVID L	DLO TOOLS, LLC	2675 CLEARVIEW RD	COPLAY	PA	18037	610-972-2698
PLOTT, MITCHELL L		10524 MOUNTAIN RD	ORRSTOWN	PA	17244	717-395-0164
RUDY, TYLER G	RUDY'S TOOL SALES LLC	281 RICHWINE RD	SHERMANSDALE	PA	17090	717-636-0183
SAMBUCHINO, MARC A		5423 PATTON ST	ERIE	PA	16509	814-450-8598
SERECIN, BLAKE D	BDS ENTERPRISES LLC	3968 STATE ROUTE 151	ALIQUIPPA	PA	15001	724-777-5973
SMEEDING, JOHN ANTHONY	REACTION TOOL LLC	5000 UHLMAN RD	FAIRVIEW	PA	16415	814-450-6790
SPINOSI, DANTE J	DS TOOLS LLC	431 BRYAN DR	CORAOPOLIS	PA	15108	412-508-2162
WALTZ, RICHARD L		4100 TUSCARAWAS RD	BEAVER	PA	15009	724-591-4434
COLON, LUIS O	G.T.G. TOOLS AND EQUIPMENT	CALLE 22 BB 4 RIVERVIEW	BAYAMON	PR	00956	787-359-2874
PRESERVATI, ANTHONY L ****Add'l***	PRESERVATI TOOL & EQUIPMENT	2683 WALLUM LAKE RD	PASCOAG	RI	02859	401-349-7181
HUBER, TIMOTHY A	TOOL MATTERS LLC	5041 DOWNING DR	FORT MILL	SC	29708	727-433-7286
KELLENBENZ, JASON L	Kellenbenz Tools and Equipment,	607 SALTERTON ST	SUMMERVILLE	SC	29485	843-696-9455
MARTIN, BRYAN K ****Add'l Franchise***	BRYAN MARTIN LLC	701 LAUREL RD	LEXINGTON	SC	29073	803-309-6906
IRVINE, TIMOTHY R	T & K TOOLS, LLC	27222 LOVELY PL	TEA	SD	57064	605-359-4622
LUKONEN, DOUGLAS DEAN *(Estate of)*	LUKONEN'S TOOLS SERVICE, INC.	4802 4TH AVE SW	WATERTOWN	SD	57201	605-881-1849
RITSCHE, SCOTT T	DNH TOOLS LLC	23542 CATTLE DR	RAPID CITY	SD	57703	320-292-1752
EDDINGTON, JAMES N	EDDINGTON TOOLS LLC	1340 FAYNE RD	BRIGHTON	TN	38011	901-586-5841
HUNTER, ETHAN J	Hunter Tool Service LLC	7126 GARFIELD ROAD	HARRISON	TN	37341	706-490-1842
LOIODICE, MATTHEW N	DICE TOOLS LLC	3126 BEE TREE LN	SIGNAL MOUNTAIN	TN	37377	423-355-8297
NAPPIER, STEPHEN DESHON ****Add'l***	NAPE'S TOOLS, LLC	546 EXPRESSWAY PARK DR	NASHVILLE	TN	37210	615-812-7627

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AKIN, RICHARD D ****Add'l Franchise***	DEAN AKIN TOOL COMPANY, LLC	5873 FM 244 RD	ANDERSON	TX	77830	979-324-7050
BOUDREAUX, ROBERT W	RJB TOOLS LLC	3178 OAK AVE	GROVES	TX	77619	409-960-4755
BUTLER, DWAYNE	BUTLER TOOLS LLC	244 FM 306, SUITE 120, BOX 526	NEW BRAUNFELS	TX	78130	409-692-7600
CANNON, BILLY WAYNE	CANNON TOOLS, LLC	9892 STONE HEARTH LN	FORNEY	TX	75126	214-727-2675
CERSOVSKY, JERRY L	CERSOVSKY TOOL & EQUIPMENT	255 HIDEAWAY LN E	Hideaway	TX	75771	785-443-1032
CHANDLER, DAVID H	DCHANDLER TOOLS LLC	1717 BOVINA DR	LEANDER	TX	78641	512-521-1396
DOUGHARTY, JUSTIN N (LA outlet)	DOUGHARTY PRODUCTIVITY	9800 OLD HIGHWAY 87	ORANGE	TX	77632	337-244-5228
GUNN, WILLIAM DOUGLAS	BILL'S TOOL CO., INC.	3 KINGSWOOD DR	LUCAS	TX	75002	214-796-9969
HERNANDEZ, RAUL H	R CONCEPTS LLC	13818 LITTLE LEAF DR	SAN ANTONIO	TX	78247	210-970-9307
HOBDY, GARY CECIL		9206 NEW FORREST RD	SPRING	TX	77379	281-723-6559
JENSEN, JEREMY J ****Add'l Franchise***	JJ TOOLS LLC	2241 BOAT FACTORY RD	PLEASANT VIEW	TN	37146	931-624-6004
CARVER, MICHAEL K ****Add'l***	CARVER TOOL SUPPLY, LLC	NG2 LAKE CHEROKEE	LONGVIEW	TX	75603	903-557-1720
GREGG, DAMON DONALD ****Add'l***	FAST TRAK TOOLS, INC.	12610 FOSTER CIR	AZLE	TX	76020	972-877-6463
JONES, ERIC WAYNE ****Add'l Franchise***	JONES TOOLS & EQUIPMENT, LLC	339 CR 4670	PITTSBURG	TX	75686	903-563-9264
LAPP, BENJAMIN ARTHUR ****Add'l***	LAPP ENTERPRISES, INC.	2404 SAN MIGUEL DR	FRIENDSWOOD	TX	77546	281-831-7048
LEIJA, JUAN		17018 AUCTION BARN RD	ALVIN	TX	77511	281-541-9092
MANSHIP, MICHAEL A		1642 COMMON DR	EL PASO	TX	79936	915-241-3178
PHILLIPS, JAMES WILLIAM ****Add'l***	PHILLIPS TOOL WORKS, LLC	9519 DEER LODGE RD	MAGNOLIA	TX	77354	832-473-4143
PRIDDY, DAVID M	PRIDDY TOOLS LLC	1816 ATASCOSA DR	PORTLAND	TX	78374	361-523-8195
SHINE, MICHAEL T	SHINE TOOL EQUIPMENT &	126 GREEN VALLEY DR	LEANDER	TX	78641	830-220-0760
SIMPSON, JUSTIN L (LA outlet)	SIMPSON SOLUTIONS GROUP LLC	3046 MARILYN CT	ORANGE	TX	77630	409-920-0851
TIPTON, GARY A	THIS GUYS TOOLS, LLC	530 HIGHLAND ST	VIDOR	TX	77662	409-658-1336
WORD, BOBBY LYNN ****Add'l***	BOBBY WORD TOOLS LLC	230 PIN OAK LN	MAGNOLIA	TX	77355	713-824-8759
YORK, LYNN DEE		7402 FOSTER CREEK	RICHMOND	TX	77469	713-530-8539
ADAMS, TIMOTHY C ****Add'l Franchise***	T & K TOOLS, LLC	1341 S INDIAN KNOLLS DR	WASHINGTON	UT	84780	435-668-4569
BARKER, WILLIAM H	BARKER TOOL SALES LLC	2274 S 1350 W	WOODS CROSS	UT	84087	801-390-0300
BRUENDERMAN, CALEB A	CALEB'S TOOLS LLC	154 WEST 200 NORTH	AMERICAN FORK	UT	84003	801-362-4603
CORNISH, IAN DAVID	IAN CORNISH, L.L.C.	9748 S CHESAPEAKE DR	SOUTH JORDAN	UT	84095	801-859-8877

****The Franchisee voluntarily ceased to do business under a franchise agreement, but continues to operate under another franchise agreement as of fiscal year-end 2022**

Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business Under the Franchise Agreement in the Twelve-Month Period ended December 31, 2022

INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
DILLE, JARED M	DILLE ENTERPRISE LLC	2134 N 2090 W	CLINTON	UT	84015	801-644-5329
HOSKINS, WESS L	WES HOSKINS, LLC	2584 SOUTH 1475 WEST	SYRACUSE	UT	84075	801-564-0726
KALLAHER, KELLY L	UTAH TOOL SALES LLC	158 N 900 W	PROVO	UT	84601	801-633-0012
SHIEW, JOHN G	J & S Tools, LLC	1450 N 1500 W	HELPER	UT	84526	435-630-1262
WEST, WILLIAM DON		1550 E BRAXTON	LOGAN	UT	84321	435-770-0284
ADAMS, WILLIAM A	BA TOOLS INC.	5510 HINTON ST	SPRINGFIELD	VA	22151	571-386-6551
ARMBRUST, BRIAN M *****Add'l***	ARMBRUST, INC.	749 WASHINGTON DRIVE	CHESAPEAKE	VA	23322	757-448-7762
BAGBEY, GEORGE *(Estate of)*	George A. Bagbey, Inc.	5055 OLD CLUSTER SPRINGS RD	SOUTH BOSTON	VA	24592	434-470-0574
BRETZ, BENJAMIN D	BB TOOLS, INC.	504 5TH ST	BLACKSTONE	VA	23824	804-551-2915
DAVIS, STEPHEN TYLER	TYBEK TOOLS, INC.	119 CLEMENT DR	WIRTZ	VA	24184	540-769-7852
DAVIS, TODD C	TOANO TOOLS, INC.	155 TURNERS NECK RD	TOANO	VA	23168	757-508-2209
DODD, WAYNE D.		8103 WYNTREBROOKE CT	RICHMOND	VA	23235	804-356-8299
JONES, JACK DWAYNE	TOOLS IN MOTION, INC.	1133 NEWMARKET DR	VIRGINIA BEACH	VA	23464	757-713-2056
KNIGHT, ERIC T		1604 MAGRUDER RD	SMITHFIELD	VA	23430	757-751-3831
LYONS, BRYAN LEE	LYONS TOOL SALES, INC.	736 KINSALE CREEK RD	KINSALE	VA	22488	703-929-6781
NANNI, JAY R	TOP SHELF TOOLS, INC.	1009 EAGLE POINT DR	VIRGINIA BEACH	VA	23456	757-892-0770
PANTAK, MARTIN R	F & M TOOLS LLC	1500 LINDEN AVE	CHESAPEAKE	VA	23325	757-343-0152
SHIFFLETT, WAYNE A		2480 SAWMILL RUN LANE	ELKTON	VA	22827	540-820-4268
WILLIAMS, JEREMIAH D *(Estate of)*	JD'S TOOL SALES LLC	220 WALNUT LN	KING WILLIAM	VA	23086	804-475-4436
BOWMAN, JASON A		9515 BADKE RD	SNOHOMISH	WA	98290	425-870-9589
HOLT, JERRY C	HOLT TOOLS, LLC	11115 SOUTHEAST 183RD PL	RENTON	WA	98055	253-293-4166
JULIANO, CHRISTOPHER B		20926 44TH AVE W	LYNNWOOD	WA	98036	206-683-5963
THOMPSON, JAKE G	THOMPSON TOOLS LLC	26625 314TH AVENUE SE	RAVENSDALE	WA	98051	425-417-7030
TOBIN, MARK PAUL	THE TOBIN GROUP, INC.	8007 162ND AVENUE KP S	LONGBRANCH	WA	98351	253-209-1609
WEST, CODY J	WEST COAST TOOLS LLC	28650 KENT BLACK DIAMOND RD	KENT	WA	98042	206-817-6332
ADAM, JASON K (WI outlet) *****Add'l***	MEADOWOOD TOOL CO. INC.	360 MEADOW VALLEY TRL	HUDSON	WI	54016	715-441-2955
BREZINSKY, LYNN	LYNN BREZINSKY TOOL SALES, LLC	1043 BRIARWOOD LN	FOND DU LAC	WI	54935	920-948-5830

****The Franchisee voluntarily ceased to do business under a franchise agreement, but continues to operate under another franchise agreement as of fiscal year-end 2022**

Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business Under the Franchise Agreement in the Twelve-Month Period ended December 31, 2022

INDIVIDUAL FRANCHISEE OR PRINCIPAL OWNER	FRANCHISEE ENTITY	ADDRESS	CITY	STATE	ZIP	PHONE
ENDERS, BRADLEY PAUL	BRADLEY ENDERS, LLC	N7110 RIVERWOODS DR	SHEBOYGAN	WI	53083	920-627-2723
FUNK, TRAVIS A (MN outlet)		1005 COUNTY RD A	HUDSON	WI	54016	651-253-8626
HOHNEKE, SHAWN P (MN outlet)		518 MARSON DRIVE	HUDSON	WI	54016	651-249-4959
MARKS, WESLEY REUBEN	WESLEY MARKS TOOLS LLC	E1448 RIVER RD	LUXEMBURG	WI	54217	920-362-4300
MILLER, BRADLEE J	BATL TOOLS LLC	8517 HANSON DR	HOLMEN	WI	54636	608-399-4586
SWENSON, DANIEL SCOTT (MN outlet)	D & M ENTERPRISES, LLC	W1024 OAK VALLEY RD	FOUNTAIN CITY	WI	54629	507-429-9610
CULP, CLINTON W (VA outlet)	C & S TOOLS, INC.	1188 COAL HERITAGE RD	BLUEFIELD	WV	24701	703-740-7651
GALLIS, ANDREW J	GALLIS TOOLS AND REPAIR LLC	272 DONNA AVE	MORGANTOWN	WV	26505	304-216-6551
JONES, DEVAN W (OH outlet)	JONES MOTORSPORTS LLC	255 REEVES DR	WELLSBURG	WV	26070	304-479-8431
SAYRE, TERRY MATTHEW ***Add'l	SAYRE TOOL LLC	632 RIDGEVIEW ESTS	JANE LEW	WV	26378	304-552-3661
STEWART, FRANKLIN R (MD outlet)	F. STEWART ENTERPRISES, INC.	448 REJOICE LN	HEDGESVILLE	WV	25427	301-473-1472
WERON, RICHARD A (CO outlet)	WERON ENTERPRISES, INC.	4512 BOBOLINK LN	LARAMIE	WY	82070	307-760-4304

**The Franchisee voluntarily ceased to do business under a franchise agreement, but continues to operate under another franchise agreement as of fiscal year-end 2022

APPENDIX G

Audited Consolidated Financial Statements of Snap-on Incorporated as of December 31, 2022

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors of Snap-on Incorporated:

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Snap-on Incorporated and subsidiaries (the "Company") as of December 31, 2022 and January 1, 2022, the related consolidated statements of earnings, comprehensive income, equity, and cash flows for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022, and January 1, 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 9, 2023, expressed an unqualified opinion on the Company's internal control over financial reporting.

Change in Accounting Principle

As discussed in Note 4 to the consolidated financial statements, the Company changed its method of accounting for credit losses in the year ended January 2, 2021, due to the adoption of Accounting Standard Update No. 2016-13, *Financial Instruments – Credit Losses* (Topic 326) under the modified retrospective adoption method.

Basis for Opinion

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

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

Critical Audit Matter

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

Finance Receivables, Net - Allowance - Refer to Notes 1 and 4 to the financial statements

Critical Audit Matter Description

The Company's finance receivables are comprised of extended-term installment payment contracts to both technicians and independent shop owners (i.e., franchisees' customers) to enable them to purchase tools, diagnostics, and equipment products on an extended-term payment plan, generally with average payment terms of approximately four years. The receivables are generally secured by the underlying tools, diagnostics and/or equipment products financed. At December 31, 2022, these loans totaled $1,793.9 million with an allowance of $60.9 million recorded against the receivables. Determining the proper level of allowance requires management to exercise judgment about the timing, frequency and severity of credit losses expected to occur over the life of the contracts. The Company estimates and records an allowance for credit losses over the remaining contractual life of their contracts considering collectability, historical loss experience, current conditions and future market changes.

Evaluating the judgments related to the finance receivable allowance for credit losses is subjective and requires auditor judgment to effectively evaluate whether management's judgments were reasonable.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the finance receivables allowance for credit losses balance included the following procedures, among others:

- We tested the design, implementation and operating effectiveness of management's controls over the allowance for credit losses including controls over the completeness and accuracy of underlying data.
- Where appropriate, we assessed the reasonableness of, and evaluated support for, qualitative adjustments based on market conditions and/or portfolio performance metrics.
- We tested the completeness and accuracy and evaluated the relevance of the key data used as inputs in management's allowance for credit losses calculation, including loan balances, recoveries, charge-offs, portfolio characteristics and other data.
- We tested the mathematical accuracy of the allowance for credit losses calculation with the assistance of our credit specialists and developed an expectation of the allowance for credit losses and compared it to the recorded balance.
- We evaluated management's ability to accurately forecast credit losses by performing a retrospective review, which involved comparing actual credit losses to historical estimates.

/s/ DELOITTE & TOUCHE LLP
Milwaukee, Wisconsin
February 9, 2023

We have served as the Company's auditor since 2002.

(Amounts in millions, except per share data)	2022	2021	2020
Net sales	$ 4,492.8	$ 4,252.0	$ 3,592.5
Cost of goods sold	(2,311.7)	(2,141.2)	(1,844.0)
Gross profit	2,181.1	2,110.8	1,748.5
Operating expenses	(1,239.9)	(1,259.3)	(1,116.6)
Operating earnings before financial services	941.2	851.5	631.9
Financial services revenue	349.7	349.7	349.7
Financial services expenses	(83.7)	(77.7)	(101.1)
Operating earnings from financial services	266.0	272.0	248.6
Operating earnings	1,207.2	1,123.5	880.5
Interest expense	(47.1)	(53.1)	(54.0)
Other income (expense) – net	42.5	16.5	8.7
Earnings before income taxes and equity earnings	1,202.6	1,086.9	835.2
Income tax expense	(268.7)	(247.0)	(189.1)
Earnings before equity earnings	933.9	839.9	646.1
Equity earnings, net of tax	—	1.5	0.3
Net earnings	933.9	841.4	646.4
Net earnings attributable to noncontrolling interests	(22.2)	(20.9)	(19.4)
Net earnings attributable to Snap-on Incorporated	$ 911.7	$ 820.5	$ 627.0
Net earnings per share attributable to Snap-on Incorporated:			
Basic	$ 17.14	$ 15.22	$ 11.55
Diluted	16.82	14.92	11.44
Weighted-average shares outstanding:			
Basic	53.2	53.9	54.3
Effect of dilutive securities	1.0	1.1	0.5
Diluted	54.2	55.0	54.8

See Notes to Consolidated Financial Statements.

(Amounts in millions)	2022	2021	2020
Comprehensive income (loss):			
Net earnings	$ 933.9	$ 841.4	$ 646.4
Other comprehensive income (loss):			
Foreign currency translation	(127.4)	(69.4)	112.7
Reclassification of foreign currency translation loss from sale of equity interest to net earnings	—	(1.0)	—
Unrealized cash flow hedges, net of tax:			
Other comprehensive income before reclassifications	—	—	1.4
Reclassification of cash flow hedges to net earnings	(1.6)	(1.6)	(1.6)
Defined benefit pension and postretirement plans:			
Net prior service costs and credits and unrecognized gain (loss)	(92.8)	85.1	3.8
Income tax benefit (expense)	23.8	(18.6)	(0.3)
Net of tax	(69.0)	66.5	3.5
Amortization of unrecognized loss and net prior service costs included in net periodic benefit cost	18.1	36.4	34.5
Income tax benefit	(4.5)	(9.0)	(8.4)
Net of tax	13.6	27.4	26.1
Total comprehensive income	749.5	863.3	788.5
Comprehensive income attributable to noncontrolling interests	(22.2)	(20.9)	(19.4)
Comprehensive income attributable to Snap-on Incorporated	$ 727.3	$ 842.4	$ 769.1

See Notes to Consolidated Financial Statements.

(Amounts in millions, except share data)	Fiscal Year End 2022	2021
ASSETS		
Current assets:		
Cash and cash equivalents	$ 757.2	$ 780.0
Trade and other accounts receivable – net	761.7	682.3
Finance receivables – net	562.2	542.3
Contract receivables – net	109.9	110.4
Inventories – net	1,033.1	803.8
Prepaid expenses and other assets	144.8	134.6
Total current assets	3,368.9	3,053.4
Property and equipment – net	512.6	518.2
Operating lease right-of-use assets	61.5	51.9
Deferred income tax assets	70.0	49.5
Long-term finance receivables – net	1,170.8	1,114.0
Long-term contract receivables – net	383.8	378.2
Goodwill	1,045.3	1,116.5
Other intangibles – net	275.6	301.7
Pension assets	70.6	160.7
Other assets	13.7	15.6
Total assets	$ 6,972.8	$ 6,759.7
LIABILITIES AND EQUITY		
Current liabilities:		
Notes payable	$ 17.2	$ 17.4
Accounts payable	287.0	277.6
Accrued benefits	58.6	67.4
Accrued compensation	98.6	114.8
Franchisee deposits	73.8	80.7
Other accrued liabilities	436.4	424.3
Total current liabilities	971.6	982.2
Long-term debt	1,183.8	1,182.9
Deferred income tax liabilities	82.1	122.7
Retiree health care benefits	23.4	31.1
Pension liabilities	78.6	104.9
Operating lease liabilities	44.7	34.2
Other long-term liabilities	85.1	97.9
Total liabilities	2,469.3	2,555.9
Commitments and contingencies (Note 16)		
Equity		
Shareholders' equity attributable to Snap-on Incorporated:		
Preferred stock (authorized 15,000,000 shares of $1 par value; none outstanding)	—	—
Common stock (authorized 250,000,000 shares of $1 par value; issued 67,444,966 and 67,438,129 shares, respectively)	67.4	67.4
Additional paid-in capital	499.9	472.7
Retained earnings	6,296.2	5,699.9
Accumulated other comprehensive loss	(528.3)	(343.9)
Treasury stock at cost (14,442,386 and 14,008,479 shares, respectively)	(1,853.9)	(1,714.2)
Total shareholders' equity attributable to Snap-on Incorporated	4,481.3	4,181.9
Noncontrolling interests	22.2	21.9
Total equity	4,503.5	4,203.8
Total liabilities and equity	$ 6,972.8	$ 6,759.7

See Notes to Consolidated Financial Statements.

	Shareholders' Equity Attributable to Snap-on Incorporated						
(Amounts in millions, except share data)	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Noncontrolling Interests	Total Equity
Balance at December 28, 2019	**$ 67.4**	**$ 379.1**	**$ 4,779.7**	**$ (507.9)**	**$ (1,309.2)**	**$ 21.7**	**$ 3,430.8**
Impact of the Credit Loss Standard (ASU No. 2016-13)	—	—	(6.1)	—	—	—	(6.1)
Balance at December 29, 2019	67.4	379.1	4,773.6	(507.9)	(1,309.2)	21.7	3,424.7
Net earnings for 2020	—	—	627.0	—	—	19.4	646.4
Other comprehensive income	—	—	—	142.1	—	—	142.1
Cash dividends – $4.47 per share	—	—	(243.3)	—	—	—	(243.3)
Stock compensation plans	—	12.6	—	—	58.2	—	70.8
Share repurchases – 1,109,000 shares	—	—	—	—	(174.3)	—	(174.3)
Other	—	—	(0.4)	—	—	(19.4)	(19.8)
Balance at January 2, 2021	**67.4**	**391.7**	**5,156.9**	**(365.8)**	**(1,425.3)**	**21.7**	**3,846.6**
Net earnings for 2021	—	—	820.5	—	—	20.9	841.4
Other comprehensive income	—	—	—	21.9	—	—	21.9
Cash dividends – $5.11 per share	—	—	(275.8)	—	—	—	(275.8)
Stock compensation plans	—	81.0	—	—	142.4	—	223.4
Share repurchases – 1,943,900 shares	—	—	—	—	(431.3)	—	(431.3)
Other	—	—	(1.7)	—	—	(20.7)	(22.4)
Balance at January 1, 2022	**67.4**	**472.7**	**5,699.9**	**(343.9)**	**(1,714.2)**	**21.9**	**4,203.8**
Net earnings for 2022	—	—	911.7	—	—	22.2	933.9
Other comprehensive loss	—	—	—	(184.4)	—	—	(184.4)
Cash dividends – $5.88 per share	—	—	(313.1)	—	—	—	(313.1)
Stock compensation plans	—	27.2	—	—	58.4	—	85.6
Share repurchases – 899,000 shares	—	—	—	—	(198.1)	—	(198.1)
Other	—	—	(2.3)	—	—	(21.9)	(24.2)
Balance at December 31, 2022	**$ 67.4**	**$ 499.9**	**$ 6,296.2**	**$ (528.3)**	**$ (1,853.9)**	**$ 22.2**	**$ 4,503.5**

See Notes to Consolidated Financial Statements.

(Amounts in millions)	2022	2021	2020
Operating activities:			
Net earnings	$ 933.9	$ 841.4	$ 646.4
Adjustments to reconcile net earnings to net cash provided (used) by operating activities:			
Depreciation	71.5	75.6	73.3
Amortization of other intangibles	28.7	29.2	23.4
Provision for losses on finance receivables	37.7	32.1	54.6
Provision for losses on non-finance receivables	16.8	16.3	22.7
Stock-based compensation expense	34.0	41.4	19.5
Deferred income tax provision (benefit)	(10.3)	8.4	(8.2)
(Gain) loss on sales of assets	(3.1)	1.7	1.4
Settlement of treasury lock	—	—	1.4
Changes in operating assets and liabilities, net of effects of acquisitions:			
Trade and other accounts receivable	(120.0)	(61.4)	47.9
Contract receivables	(11.8)	(3.1)	(29.9)
Inventories	(272.1)	(75.4)	34.2
Prepaid expenses and other assets	(6.3)	(10.7)	8.5
Accounts payable	17.7	56.8	17.8
Accruals and other liabilities	(41.5)	14.3	95.6
Net cash provided by operating activities	675.2	966.6	1,008.6
Investing activities:			
Additions to finance receivables	(955.8)	(878.1)	(835.0)
Collections of finance receivables	826.9	854.2	750.3
Capital expenditures	(84.2)	(70.1)	(65.6)
Acquisitions of businesses, net of cash acquired	0.5	(199.7)	(41.5)
Disposals of property and equipment	5.1	2.1	1.8
Other	1.3	1.2	2.2
Net cash used by investing activities	(206.2)	(290.4)	(187.8)
Financing activities:			
Proceeds from issuance of long-term debt	—	—	489.9
Repayments of long-term debt	—	(250.0)	—
Net increase (decrease) in other short-term borrowings	1.6	3.3	(187.2)
Cash dividends paid	(313.1)	(275.8)	(243.3)
Purchases of treasury stock	(198.1)	(431.3)	(174.3)
Proceeds from stock purchase and option plans	55.0	162.4	55.8
Other	(30.4)	(27.4)	(25.2)
Net cash used by financing activities	(485.0)	(818.8)	(84.3)
Effect of exchange rate changes on cash and cash equivalents	(6.8)	(0.8)	2.4
Increase (decrease) in cash and cash equivalents	(22.8)	(143.4)	738.9
Cash and cash equivalents at beginning of year	780.0	923.4	184.5
Cash and cash equivalents at end of year	$ 757.2	$ 780.0	$ 923.4
Supplemental cash flow disclosures:			
Cash paid for interest	$ (44.7)	$ (55.9)	$ (49.8)
Net cash paid for income taxes	(261.2)	(249.0)	(188.4)

See Notes to Consolidated Financial Statements.

Note 1: Summary of Accounting Policies

Principles of consolidation and presentation: The Consolidated Financial Statements include the accounts of Snap-on Incorporated and its wholly-owned and majority-owned subsidiaries (collectively, "Snap-on" or "the company"). The Consolidated Financial Statements do not include the accounts of the company's independent franchisees. Snap-on's Consolidated Financial Statements are prepared in conformity with generally accepted accounting principles in the United States of America ("GAAP"). Intercompany accounts and transactions have been eliminated.

Fiscal year accounting period: Snap-on's fiscal year ends on the Saturday that is on or nearest to December 31. The 2022 fiscal year ended on December 31, 2022 ("2022") and contained 52 weeks of operating results. The 2021 fiscal year ended on January 1, 2022 ("2021") and contained 52 weeks of operating results. The 2020 fiscal year ended on January 2, 2021 ("2020") and contained 53 weeks of operating results, with the additional week occurring in the fourth quarter; the impact of the additional week of operations was not material to Snap-on's 2020 total revenues or net earnings.

Use of estimates: The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Financial instruments: The fair value of the company's derivative financial instruments is generally determined using quoted prices in active markets for similar assets and liabilities. The carrying value of the company's non-derivative financial instruments either approximates fair value, due to their short-term nature, or the amount disclosed for fair value is based upon a discounted cash flow analysis or quoted market values. See Note 11 for further information on financial instruments.

Revenue recognition: Snap-on recognizes revenue from the sale of tools, diagnostics, equipment, and related services based on when control of the product passes to the customer or the service is provided and is recognized at an amount that reflects the consideration expected to be received in exchange for such goods or services. See Note 2 for information on revenue recognition.

Financial services revenue: Snap-on generates revenue from various financing programs that include: (i) installment sales and lease contracts arising from franchisees' customers and Snap-on customers who require financing for the purchase or lease of tools, diagnostics, and equipment products on an extended-term payment plan; and (ii) business and vehicle loans and leases to franchisees. These financing programs are offered through Snap-on's wholly owned finance subsidiaries. Financial services revenue consists primarily of interest income on finance and contract receivables and is recognized over the life of the underlying contracts, with interest computed primarily on the average daily balances of the underlying contracts.

The decision to finance through Snap-on or another financing source is solely at the election of the customer. When assessing customers for potential financing, Snap-on considers various factors regarding ability to pay, including the customers' financial condition, past payment experience, and credit bureau and proprietary Snap-on credit model information, as well as the value of the underlying collateral. For finance and contract receivables, Snap-on assesses quantitative and qualitative factors through the use of credit quality indicators consisting primarily of collection experience and related internal metrics. Delinquency is the primary indicator of credit quality for finance and contract receivables. Snap-on conducts monthly reviews of credit and collection performance for both the finance and contract receivable portfolios, focusing on data such as delinquency trends, nonaccrual receivables, and write-off and recovery activity.

Financial services lease arrangements: Snap-on accounts for its financial services leases as sales-type leases. The company recognizes the net investment in the lease as the present value of the lease payments not yet received plus the present value of the unguaranteed residual value, using the interest rate implicit in the lease. The difference between the undiscounted lease payments received over the lease term and the related net investment in the lease is reported as unearned finance charges. Unearned finance charges are amortized to income over the life of the contract. The default covenants included in the lease arrangements are usual and customary, consistent with industry practice, and do not impact the lease classification. Except in circumstances where the company has concluded that a lessee's financial condition has deteriorated, the other default covenants under Snap-on's lease arrangements are objectively determinable. See Notes 4 and 17 for further information on finance and contract receivables and lessor accounting.

Research and engineering: Snap-on incurred research and engineering costs of $60.1 million, $61.1 million and $57.4 million in 2022, 2021 and 2020, respectively. Research and engineering costs are included in "Operating expenses" on the accompanying Consolidated Statements of Earnings.

Internally developed software: Costs incurred in the development of software that will ultimately be sold are capitalized from the time technological feasibility has been attained and capitalization ceases when the related product is ready for general release. During 2022, 2021 and 2020, Snap-on capitalized $10.2 million, $10.9 million and $12.0 million, respectively, of such costs. Amortization of capitalized software development costs, which is included in "Cost of goods sold" on the accompanying Consolidated Statements of Earnings, was $11.6 million in 2022, $11.4 million in 2021 and $10.5 million in 2020. Unamortized capitalized software development costs of $42.4 million as of 2022 year end and $43.6 million as of 2021 year end are included in "Other intangibles – net" on the accompanying Consolidated Balance Sheets.

Internal-use software: Costs that are incurred in creating software solutions and enhancements to those solutions are capitalized only for the application development stage of the project.

Shipping and handling: Amounts billed to customers for shipping and handling are included as a component of sales. Costs incurred by Snap-on for shipping and handling are included as a component of cost of goods sold when the costs relate to manufacturing activities. In 2022, 2021 and 2020, Snap-on incurred shipping and handling charges of $77.6 million, $69.9 million and $53.7 million, respectively, that were recorded in "Cost of goods sold" on the accompanying Consolidated Statements of Earnings. Shipping and handling costs incurred in conjunction with selling or distribution activities are included as a component of operating expenses. Shipping and handling charges were $104.9 million in 2022, $100.9 million in 2021 and $94.2 million in 2020; these charges were recorded in "Operating expenses" on the accompanying Consolidated Statements of Earnings.

Advertising and promotion: Production costs of future media advertising are deferred until the advertising occurs. All other advertising and promotion costs are expensed when incurred. For 2022, 2021 and 2020, advertising and promotion expenses totaled $39.3 million, $33.2 million and $38.0 million, respectively. Advertising and promotion costs are included in "Operating expenses" on the accompanying Consolidated Statements of Earnings.

Warranties: Snap-on provides product warranties for specific product lines and accrues for estimated future warranty costs in the period in which the sale is recorded. See Notes 2 and 16 for information on warranties.

Foreign currency: The financial statements of Snap-on's foreign subsidiaries are translated into U.S. dollars. Assets and liabilities of foreign subsidiaries are translated at current rates of exchange, and income and expense items are translated at the average exchange rates for the period. The resulting translation adjustments are recorded directly into "Accumulated other comprehensive loss" on the accompanying Consolidated Balance Sheets. Foreign exchange transactions, net of foreign currency hedges, resulted in pretax losses of $7.5 million, $1.2 million and $3.9 million in 2022, 2021 and 2020, respectively. Foreign exchange transaction gains and losses are reported in "Other income (expense) – net" on the accompanying Consolidated Statements of Earnings.

Income taxes: Current tax assets and liabilities are based upon an estimate of taxes refundable or payable for each of the jurisdictions in which the company is subject to tax. In the ordinary course of business, there is inherent uncertainty in quantifying income tax positions. Snap-on assesses income tax positions and records tax benefits for all years subject to examination based upon management's evaluation of the facts, circumstances and information available at the reporting dates. For those tax positions where it is more-likely-than-not that a tax benefit will be sustained, Snap-on records the largest amount of tax benefit with a greater than 50% likelihood of being realized upon ultimate settlement with a taxing authority that has full knowledge of all relevant information. For those income tax positions where it is not more-likely-than-not that a tax benefit will be sustained, no tax benefit is recognized in the financial statements. When applicable, associated interest and penalties are recognized as a component of income tax expense. Accrued interest and penalties are included within the related tax asset or liability on the accompanying Consolidated Balance Sheets.

Deferred income taxes are provided for temporary differences arising from differences in bases of assets and liabilities for tax and financial reporting purposes. Deferred income taxes are recorded on temporary differences using enacted tax rates in effect for the year in which the temporary differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more-likely-than-not that some portion or all of the deferred tax assets will not be realized. See Note 9 for further information on income taxes.

Per share data: Basic earnings per share calculations were computed by dividing net earnings attributable to Snap-on Incorporated by the corresponding weighted-average number of common shares outstanding for the period. The dilutive effect of the potential exercise of outstanding options and stock-settled stock appreciation rights ("SARs") to purchase common shares is calculated using the treasury stock method. As of both December 31, 2022, and January 1, 2022, there were no awards outstanding that were anti-dilutive; as of January 2, 2021, there were 2,207,411 awards outstanding that were anti-dilutive. Performance-based equity awards are included in the diluted earnings per share calculation based on the attainment of the applicable performance metrics to date. Snap-on had dilutive securities totaling 945,250 shares, 1,058,553 shares and 473,196 shares, as of the end of 2022, 2021 and 2020, respectively. See Note 14 for further information on equity awards.

Stock-based compensation: Snap-on recognizes the cost of employee services in exchange for awards of equity instruments based on the grant date fair value of those awards. That cost, based on the estimated number of awards that are expected to vest, is recognized on a straight-line basis over the period during which the employee is required to provide the service in exchange for the award. No compensation cost is recognized for awards for which employees do not render the requisite service. The grant date fair value of employee stock options and similar instruments is estimated using the Black-Scholes valuation model.

The Black-Scholes valuation model requires the input of subjective assumptions, including the expected life of the stock-based award and stock price volatility. The assumptions used are management's best estimates, but the estimates involve inherent uncertainties and the application of management judgment. As a result, if other assumptions had been used, the recorded stock-based compensation expense could have been materially different from that depicted in the financial statements. See Note 14 for further information on stock-based compensation.

Derivatives: Snap-on may utilize derivative financial instruments, including foreign currency forward contracts, interest rate swap agreements, treasury lock agreements and prepaid equity forward agreements to manage its exposures to foreign currency exchange rate risks, interest rate risks, and market risk associated with the stock-based portion of its deferred compensation plans. Snap-on accounts for its derivative instruments at fair value. Snap-on does not use financial instruments for speculative or trading purposes. See Note 11 for further information on derivatives.

Cash equivalents: Snap-on considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. Cash and cash equivalents consisted of investments in money market funds and bank deposits at December 31, 2022 and January 1, 2022.

Receivables and allowances for credit losses: All trade, finance and contract receivables are reported on the Consolidated Balance Sheets at their amortized cost adjusted for any write-offs and net of allowances for credit losses. The amortized costs for finance and contract receivables is the amount originated adjusted for applicable accrued interest and net of deferred fees or costs, net of collections and write-offs.

Snap-on maintains allowances for credit losses, which represent an estimate of expected credit losses over the remaining contractual life of its receivables considering current conditions and supportable forecasts when appropriate. The estimate is a result of the company's ongoing assessments and evaluations of collectability, historical loss experience, and future expectations in estimating credit losses in each of its receivable portfolios (trade, finance and contract receivables). For trade receivables, Snap-on uses historical loss experience rates by portfolio and applies them to a related aging analysis while also considering customer and/or economic risk where appropriate. Snap-on uses a vintage loss experience methodology for finance receivables. For contract receivables, Snap-on primarily uses a Weighted-Average Remaining Maturity ("WARM") methodology. Determination of the proper amount of allowances by portfolio requires management to exercise judgment about the timing, frequency and severity of credit losses that could materially affect the provision for credit losses and, as a result, net earnings. The allowances take into consideration numerous quantitative and qualitative factors that include receivable type, historical loss experience, delinquency trends, collection experience, current conditions, supportable forecasts, when appropriate, and credit risk characteristics.

Snap-on evaluates the credit risk of the customer when extending credit based on a combination of various financial and qualitative factors that may affect its customers' ability to pay. These factors may include the customer's financial condition, past payment experience, and credit bureau and proprietary Snap-on credit model information, as well as the value of the underlying collateral.

Management performs detailed reviews of its receivables on a monthly and/or quarterly basis to assess the adequacy of the allowances and to determine if any impairment has occurred. Monthly reviews of credit and collection performance are conducted for both its finance and contract receivable portfolios focusing on data such as delinquency trends, non-performing assets, and write-off and recovery activity. These reviews allow for the formulation of collection strategies and potential collection policy modifications in response to changing risk profiles in the finance and contract receivable portfolios. A receivable generally has credit losses when it is expected that all amounts related to the receivable will not be collected according to the contractual terms of the agreement. Amounts determined to be uncollectable are charged directly against the allowances, while amounts recovered on previously written off accounts increase the allowances. For both finance and contract receivables, write-offs include the uncollectable principal amount of the receivable as well as the uncollectable accrued interest and fees, net of repossessions. For finance receivables only, write-offs are partially offset by recourse from franchisees. Recovered interest and fees previously written off are recorded through the allowances for credit losses and increase the allowances. Absent a repossession, finance receivables are generally written off when an account becomes 120 days past due. Repossessed accounts are typically written off within 60 days of asset repossession. Contract receivables related to equipment leases are generally written off when an account becomes 150 days past due, while contract receivables related to franchise finance and van leases are generally written off no later than when the receivable becomes 180 days past the asset return date. For finance and contract receivables, customer bankruptcies are generally written off upon notification that the associated debt is not being reaffirmed or, in any event, no later than when the receivable becomes 180 days past due. Changes to the allowances for credit losses are maintained through adjustments to the provisions for credit losses.

Actual amounts as of the balance sheet dates may be materially different than the amounts reported in future periods due to the uncertainty in the estimation process. Also, future amounts could differ materially from those estimates due to changes in circumstances after the balance sheet date.

Snap-on does not believe that its trade, finance or contract receivables represent significant concentrations of credit risk because of the diversified portfolio of individual customers and geographical areas. See Note 4 for further information on receivables and allowances for credit losses.

Other accrued liabilities: Supplemental balance sheet information for "Other accrued liabilities" as of 2022 and 2021 year end is as follows:

(Amounts in millions)	2022	2021
Income taxes	$ 33.4	$ 18.9
Accrued warranty	14.3	17.3
Operating lease liabilities	19.4	19.6
Deferred subscription revenue	57.1	56.4
Accrued new tool return	53.9	55.0
Accrued property, payroll and other taxes	27.7	43.8
Accrued selling and promotion expense	37.7	41.0
Accrued restructuring expense	2.8	7.0
Other	190.1	165.3
Total other accrued liabilities	$ 436.4	$ 424.3

Inventories: Snap-on values its inventory at the lower of cost or market and adjusts for the value of inventory that is estimated to be excess, obsolete or otherwise unmarketable. Snap-on records allowances for excess and obsolete inventory based on historical and estimated future demand and market conditions. Allowances for raw materials are largely based on an analysis of raw material age and actual physical inspection of raw material for fitness for use. As part of evaluating the adequacy of allowances for work-in-progress and finished goods, management reviews individual product stock-keeping units (SKUs) by product category and product life cycle. Cost adjustments for each product category/product life-cycle state are generally established and maintained based on a combination of historical experience, forecasted sales and promotions, technological obsolescence, inventory age and other actual known conditions and circumstances. Should actual product marketability and raw material fitness for use be affected by conditions that are different from management estimates, further adjustments to inventory allowances may be required.

Snap-on adopted the "last-in, first-out" ("LIFO") inventory valuation method in 1973 for its U.S. locations. Snap-on's U.S. inventories accounted for on a LIFO basis consist of purchased product and inventory manufactured at the company's heritage U.S. manufacturing facilities (primarily hand tools and tool storage). Since Snap-on began acquiring businesses in the 1990's, the company has used the "first-in, first-out" ("FIFO") inventory valuation methodology for acquisitions; the company does not adopt the LIFO inventory valuation methodology for new acquisitions. See Note 5 for further information on inventories.

Property and equipment: Property and equipment is stated at cost less accumulated depreciation and amortization. Depreciation and amortization are provided on a straight-line basis over estimated useful lives. Major repairs that extend the useful life of an asset are capitalized, while routine maintenance and repairs are expensed as incurred. Capitalized software included in property and equipment reflects costs related to internally developed or purchased software for internal use and is amortized on a straight-line basis over their estimated useful lives. Long-lived assets, including operating lease right-of-use assets, are evaluated for impairment when events or circumstances indicate that the carrying amount of the long-lived asset may not be recoverable. See Note 6 for further information on property and equipment.

Goodwill and other intangible assets: Goodwill and other indefinite-lived assets are tested for impairment annually or more frequently if events or changes in circumstances indicate that the assets might be impaired. Annual impairment tests are performed by the company in the second quarter of each year using information available as of April month end. Snap-on evaluates the existence of goodwill and indefinite-lived intangible asset impairment on the basis of whether the assets are fully recoverable from projected, discounted cash flows of the related reportable unit or asset. Intangible assets with finite lives are amortized over their estimated useful lives using straight-line and accelerated methods depending on the nature of the particular asset. Intangible assets with finite lives are evaluated for impairment when events or circumstances indicate that the carrying amount of the intangible asset may not be recoverable. See Note 7 for further information on goodwill and other intangible assets.

New accounting standards: In March 2022, the FASB issued ASU No. 2022-02, Financial Instruments – Credit Losses (Topic 326): *Troubled Debt Restructurings and Vintage Disclosures*, which requires enhanced disclosure of certain loan refinancings and restructurings by creditors when a borrower is experiencing financial difficulty and eliminates certain current recognition and measurement accounting guidance. This ASU also requires the disclosure of current-period gross write-offs by year of origination for financing receivables and net investments in leases. ASU No. 2022-02 is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. The adoption of this ASU is not expected to have a material impact on Snap-on's Consolidated Financial Statements.

Note 2: Revenue Recognition

Snap-on recognizes revenue from the sale of tools, diagnostics, equipment, and related services based on when control of the product passes to the customer or the service is provided and is recognized at an amount that reflects the consideration expected to be received in exchange for such goods or services.

Revenue disaggregation

The following table shows the consolidated revenues by revenue source:

(Amounts in millions)	2022	2021
Revenue from contracts with customers	$ 4,468.6	$ 4,228.3
Other revenues	24.2	23.7
Total net sales	4,492.8	4,252.0
Financial services revenue	349.7	349.7
Total revenues	$ 4,842.5	$ 4,601.7

Snap-on evaluates the performance of its operating segments based on segment revenues, including both external and intersegment net sales, and segment operating earnings. Snap-on accounts for both intersegment sales and transfers based primarily on standard costs with reasonable mark-ups established between the segments. Intersegment amounts are eliminated to arrive at Snap-on's consolidated financial results.

The following table represents external net sales disaggregated by geography, based on the customers' billing addresses:

(Amounts in millions)	Commercial & Industrial Group	Snap-on Tools Group	Repair Systems & Information Group	Financial Services	Eliminations	Snap-on Incorporated
	2022					
Net sales:						
North America*	$ 498.3	$ 1,840.3	$ 1,046.1	$ —	$ —	$ 3,384.7
Europe	284.9	137.9	227.5	—	—	650.3
All other	275.1	93.8	88.9	—	—	457.8
External net sales	1,058.3	2,072.0	1,362.5	—	—	4,492.8
Intersegment net sales	340.9	—	304.4	—	(645.3)	—
Total net sales	1,399.2	2,072.0	1,666.9	—	(645.3)	4,492.8
Financial services revenue	—	—	—	349.7	—	349.7
Total revenue	$ 1,399.2	$ 2,072.0	$ 1,666.9	$ 349.7	$ (645.3)	$ 4,842.5

(Amounts in millions)	Commercial & Industrial Group	Snap-on Tools Group	Repair Systems & Information Group	Financial Services	Eliminations	Snap-on Incorporated
	2021					
Net sales:						
North America*	$ 494.9	$ 1,680.0	$ 896.1	$ —	$ —	$ 3,071.0
Europe	325.5	164.7	249.7	—	—	739.9
All other	275.2	93.9	72.0	—	—	441.1
External net sales	1,095.6	1,938.6	1,217.8	—	—	4,252.0
Intersegment net sales	310.7	—	285.3	—	(596.0)	—
Total net sales	1,406.3	1,938.6	1,503.1	—	(596.0)	4,252.0
Financial services revenue	—	—	—	349.7	—	349.7
Total revenue	$ 1,406.3	$ 1,938.6	$ 1,503.1	$ 349.7	$ (596.0)	$ 4,601.7

* North America is comprised of the United States, Canada and Mexico.

The following table represents external net sales disaggregated by customer type:

(Amounts in millions)	Commercial & Industrial Group	Snap-on Tools Group	Repair Systems & Information Group	Financial Services	Eliminations	Snap-on Incorporated
	2022					
Net sales:						
Vehicle service professionals	$ 90.8	$ 2,072.0	$ 1,362.5	$ —	$ —	$ 3,525.3
All other professionals	967.5	—	—	—	—	967.5
External net sales	1,058.3	2,072.0	1,362.5	—	—	4,492.8
Intersegment net sales	340.9	—	304.4	—	(645.3)	—
Total net sales	1,399.2	2,072.0	1,666.9	—	(645.3)	4,492.8
Financial services revenue	—	—	—	349.7	—	349.7
Total revenue	$ 1,399.2	$ 2,072.0	$ 1,666.9	$ 349.7	$ (645.3)	$ 4,842.5

(Amounts in millions)	Commercial & Industrial Group	Snap-on Tools Group	Repair Systems & Information Group	Financial Services	Eliminations	Snap-on Incorporated
	2021					
Net sales:						
Vehicle service professionals	$ 99.9	$ 1,938.6	$ 1,217.8	$ —	$ —	$ 3,256.3
All other professionals	995.7	—	—	—	—	995.7
External net sales	1,095.6	1,938.6	1,217.8	—	—	4,252.0
Intersegment net sales	310.7	—	285.3	—	(596.0)	—
Total net sales	1,406.3	1,938.6	1,503.1	—	(596.0)	4,252.0
Financial services revenue	—	—	—	349.7	—	349.7
Total revenue	$ 1,406.3	$ 1,938.6	$ 1,503.1	$ 349.7	$ (596.0)	$ 4,601.7

Nature of goods and services: Snap-on derives net sales from a broad line of products and complementary services that are grouped into three categories: (i) tools; (ii) diagnostics, information and management systems; and (iii) equipment. The tools product category includes hand tools, power tools, tool storage products and other similar products. The diagnostics, information and management systems product category includes handheld and computer-based diagnostic products, service and repair information products, diagnostic software solutions, electronic parts catalogs, business management systems and services, point-of-sale systems, integrated systems for vehicle service shops, original equipment manufacturer ("OEM") purchasing facilitation services, and warranty management systems and analytics to help OEM dealership service and repair shops ("OEM dealerships") manage and track performance. The equipment product category includes solutions for the service of vehicles and industrial equipment. Snap-on supports the sale of its diagnostics and vehicle service shop equipment by offering training programs as well as after-sales support to its customers. Through its financial services businesses, Snap-on derives revenue from various financing programs designed to facilitate the sales of its products and support its franchise business.

Approximately 90% of Snap-on's net sales are products sold at a point in time through ship-and-bill performance obligations that also include repair services. The remaining sales revenue is earned over time primarily for software subscriptions, other subscription service agreements and extended warranty programs.

Snap-on enters into contracts related to the selling of tools, diagnostics, repair information, equipment and related services. At contract inception, an assessment of the goods and services promised in the contracts with customers is performed and a performance obligation is identified for each distinct promise to transfer to the customer a good or service (or bundle of goods or services). To identify the performance obligations, Snap-on considers all of the goods or services promised in the contract regardless of whether they are explicitly stated or are implied by customary business practices. Contracts with customers are comprised of customer purchase orders, invoices and written contracts.

For certain performance obligations related to software subscriptions, extended warranty and other subscription agreements that are settled over time, Snap-on has elected not to disclose the value of unsatisfied performance obligations for: (i) contracts that have an original expected length of one year or less; (ii) contracts where revenue is recognized as invoiced; and (iii) contracts with variable consideration related to unsatisfied performance obligations. The remaining duration of these unsatisfied performance obligations range from one month up to 60 months. Snap-on had approximately $179.0 million of long-term contracts that have fixed consideration that extends beyond one year as of December 31, 2022. Snap-on expects to recognize approximately 75% of these contracts as revenue by the end of fiscal 2024, an additional 20% by the end of fiscal 2026 and the balance thereafter.

Snap-on typically expenses incremental direct costs of obtaining a contract (sales commissions) when incurred because the amortization period is generally 12 months or less. Capitalized long-term contract costs are not significant. Contract costs are expensed or amortized in "Operating expenses" on the accompanying Consolidated Statements of Earnings.

When performance obligations are satisfied: For performance obligations related to the majority of ship-and-bill products, including repair services contracts, control transfers at a point in time when title transfers upon shipment of the product to the customer, and for some sales, control transfers when title is transferred at time of receipt by customer. Once a product or repaired product has shipped or has been delivered, the customer is able to direct the use of, and obtain substantially all of the remaining benefits from the asset, revenue is recognized. Snap-on considers control to have transferred upon shipment or delivery when Snap-on has a present right to payment, the customer has legal title to the asset, Snap-on has transferred physical possession of the asset, and the customer has significant risk and rewards of ownership of the asset.

For performance obligations related to software subscriptions, extended warranties and other subscription agreements, Snap-on transfers control and recognizes revenue over time on a ratable basis using a time-based output method. The performance obligations are typically satisfied as services are rendered on a straight-line basis over the contract term, which is generally for 12 months but can be for a term up to 60 months.

Significant payment terms: For ship-and-bill type contracts with customers, the contract states the final terms of the sale, including the description, quantity, and price of each product or service purchased. Payment terms are typically due upon delivery or up to 30 days after delivery but can range up to 120 days after delivery.

For subscription contracts, payment terms are in advance or in arrears of services on a monthly, quarterly or annual basis over the contract term, which is generally for 12 months but can be for a term up to 60 months depending on the product or service. The customer typically agrees to a stated rate and price in the contract that does not vary over the contract term. In some cases, customers prepay for their licenses, or in other cases, pay on a monthly or quarterly basis. When the timing of the payment made by the customer precedes the delivery of the performance obligation, a contract liability is recognized.

Variable consideration: In some cases, the nature of Snap-on's contracts give rise to variable consideration, including rebates, credits, allowances for returns or other similar items that generally decrease the transaction price. These variable amounts generally are credited to the customer, based on achieving certain levels of sales activity, product returns and making payments within specific terms.

In the normal course of business, Snap-on allows franchisees to return product per the provisions in the franchise agreement that allow for the return of product in a saleable condition. For other customers, product returns are generally not accepted unless the item is defective as manufactured. Where applicable, Snap-on establishes provisions for estimated sales returns. Estimated product returns are recorded as a reduction in reported revenues at the time of sale based upon historical product return experience and is adjusted for known trends to arrive at the amount of consideration that Snap-on expects to receive.

Variable consideration is estimated at the most likely amount that is expected to be earned. Estimated amounts are included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. Estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based largely on an assessment of the anticipated performance and all information (historical, current and forecasted) that is reasonably available.

Warranties: Snap-on allows customers to return product when the product is defective as manufactured. Where applicable, Snap-on establishes provisions for estimated warranties. Estimated product warranties are provided for specific product lines and Snap-on accrues for estimated future warranty cost in the period in which the sale is recorded. The costs are included in "Cost of goods sold" on the accompanying Consolidated Statements of Earnings. Snap-on calculates its accrual requirements based on historic warranty loss experience that is periodically adjusted for recent actual experience, including the timing of claims during the warranty period and actual costs incurred. Snap-on does not typically provide customers with the right to a refund.

Contract liabilities: Contract liabilities are recorded when cash payments are received in advance of Snap-on's performance. The timing of payment is typically on a monthly, quarterly or annual basis. The balance of total contract liabilities was $63.3 million and $63.8 million at December 31, 2022, and January 1, 2022, respectively. The current portion of contract liabilities is included in "Other accrued liabilities" and the non-current portion of such liabilities is included in "Other long-term liabilities" on the accompanying Consolidated Balance Sheets. In 2022, Snap-on recognized revenue of $55.0 million that was included in the contract liability balance at January 1, 2022, which was primarily from the amortization of software subscriptions, extended warranties and other subscription agreements. The decrease in the total contract liabilities balance was primarily driven by the timing of cash payments received or due in advance of satisfying Snap-on's performance obligations.

Franchise fee revenue, including nominal, non-refundable initial fees, is recognized upon the granting of a franchise, which is when the company has performed substantially all initial services required by the franchise agreement. Franchise fee revenue also includes ongoing monthly fees (primarily for sales and business training as well as marketing and product promotion programs) that are recognized as the fees are earned. Franchise fee revenue in 2022, 2021 and 2020 totaled $18.4 million, $17.3 million and $16.2 million, respectively.

Note 3: Acquisitions

On August 1, 2021, Snap-on acquired AutoCrib EMEA GmbH ("AutoCrib Germany"), a former independent distributor, for a cash purchase price of $4.4 million (or $4.2 million, net of cash acquired). AutoCrib Germany, based in Hamburg, Germany, distributes asset and tool control solutions for a variety of aerospace, automotive, military, natural resources and general industry operations. In fiscal 2022, the company completed the purchase accounting valuations for the acquired net assets of AutoCrib Germany. The $3.3 million excess of the purchase price over the fair value of the net assets acquired was recorded in "Goodwill" on the accompanying Consolidated Balance Sheets.

On July 1, 2021, Snap-on exchanged its 35% equity interest in Deville S.A., valued at $21.8 million, for 100% ownership of Secateurs Pradines ("Pradines"), a wholly owned subsidiary of Deville S.A. with a fair value of $20.2 million (or $15.7 million, net of cash acquired), which reflects a $0.5 million purchase accounting adjustment finalized in fiscal 2022, and cash of $1.6 million. Pradines, located in Bauge-en-Anjou, France, designs and manufactures horticultural hand tools for professionals and individuals. In fiscal 2022, the company completed the purchase accounting valuations for the acquired net assets of Pradines. The $10.2 million excess of the purchase price over the fair value of net assets acquired was recorded in "Goodwill" in the accompanying Consolidated Balance Sheets. Snap-on previously accounted for Deville S.A. as an equity method investment.

On February 26, 2021, Snap-on acquired Dealer-FX Group, Inc. ("Dealer-FX") for a cash purchase price of $200.1 million (or $200.0 million, net of cash acquired). Dealer-FX, based in Markham, Ontario, is a leading developer, marketer and provider of service-operations software solutions for automotive OEM customers and their dealers. Dealer-FX specializes in software as a service (SaaS) management systems, communications platforms, extensive data integrations, and offers a digitalized solution that increases productivity and enhances the vehicle owners' experience. In fiscal 2022, the company completed the purchase accounting valuations for the acquired net assets of Dealer-FX, and recorded $32.6 million of net deferred tax changes. The $118.2 million excess of the purchase price over the fair value of the net assets acquired was recorded in "Goodwill" on the accompanying Consolidated Balance Sheets.

The following is a summary of the values of the assets acquired and liabilities assumed of Dealer-FX, including adjustments recorded as of December 31, 2022, as a result of new information obtained about facts and circumstances that existed as of the February 26, 2021 acquisition date:

(Amounts in millions)	Amounts as of February 26, 2021
Assets acquired:	
Cash	$ 0.1
Trade and other accounts receivable	8.0
Property and equipment	0.7
Deferred income tax assets	16.5
Goodwill	118.2
Other intangibles:	
Customer relationships	28.4
Developed technology	14.8
Non-amortized trademarks	17.7
Other assets	0.8
Total assets acquired	205.2
Liabilities assumed:	
Accounts payable	2.6
Accrued expenses	2.5
Total liabilities acquired	5.1
Net assets acquired	$ 200.1

On September 28, 2020, Snap-on acquired substantially all of the assets of AutoCrib, Inc. ("AutoCrib") for a cash purchase price of $35.4 million. AutoCrib, based in Tustin, California, designs, manufactures and markets asset and tool control solutions for a variety of aerospace, automotive, military, natural resources and general industry operations. In fiscal 2021, the company completed the purchase accounting valuations for the acquired net assets of AutoCrib. The $18.3 million excess of the purchase price over the fair value of the net assets acquired was recorded in "Goodwill" on the accompanying Consolidated Balance Sheets.

On January 31, 2020, Snap-on acquired substantially all of the assets related to the TreadReader product line from Sigmavision Limited ("Sigmavision") for a cash purchase price of $5.9 million. Sigmavision designs and manufactures handheld devices and drive-over ramps that provide tire information for use in the automotive industry. In fiscal 2020, the company completed the purchase accounting valuations for the acquired net assets of Sigmavision. The $5.6 million excess of the purchase price over the fair value of the net assets acquired was recorded in "Goodwill" on the accompanying Consolidated Balance Sheets.

For segment reporting purposes, the results of operations and assets of Dealer-FX and Sigmavision have been included in the Repair Systems & Information Group since the respective acquisition dates, and the results of operations and assets of AutoCrib Germany, Pradines and AutoCrib have been included in the Commercial & Industrial Group since the respective acquisition dates.

Pro forma financial information has not been presented for any of these acquisitions as the net effects, individually and collectively, were neither significant nor material to Snap-on's results of operations or financial position. See Note 7 for further information on goodwill and other intangible assets.

Note 4: Receivables

Trade and other accounts receivable: Snap-on's trade and other accounts receivable primarily arise from the sale of tools, diagnostics, and equipment products to a broad range of industrial and commercial customers and to Snap-on's independent franchise van channel with payment terms generally ranging from 30 to 120 days.

The components of Snap-on's trade and other accounts receivable as of 2022 and 2021 year end are as follows:

(Amounts in millions)	2022	2021
Trade and other accounts receivable	$ 792.8	$ 709.6
Allowances for credit losses	(31.1)	(27.3)
Total trade and other accounts receivable – net	$ 761.7	$ 682.3

The following is a rollforward of the allowances for credit losses related to trade and other accounts receivable for 2022 and 2021:

(Amounts in millions)	2022	2021
Allowances for credit losses:		
Beginning of year	$ 27.3	$ 26.3
Provision for credit losses	16.3	15.5
Charge-offs	(11.8)	(13.6)
Recoveries	—	—
Currency translation	(0.7)	(0.9)
End of year	$ 31.1	$ 27.3

Finance and contract receivables: Snap-on Credit LLC ("SOC"), the company's financial services operation in the United States, originates extended-term finance and contract receivables on sales of Snap-on's products sold through the U.S. franchisee network and to certain other customers of Snap-on; Snap-on's foreign finance subsidiaries provide similar financing internationally. Interest income on finance and contract receivables is included in "Financial services revenue" on the accompanying Consolidated Statements of Earnings.

Snap-on's finance receivables are comprised of extended-term payment contracts to both technicians and independent shop owners (i.e., franchisees' customers) to enable them to purchase tools, diagnostics, and equipment products on an extended-term payment plan, with average payment terms of approximately four years.

Contract receivables, with payment terms of up to 10 years, are comprised of extended-term payment contracts to a broad base of customers worldwide, including shop owners, both independents and national chains, for their purchase of tools, diagnostics, and equipment products, as well as extended-term contracts to franchisees to meet a number of financing needs, including working capital loans, loans to enable new franchisees to fund the purchase of the franchise and van leases, or the expansion of an existing franchise. Finance and contract receivables are generally secured by the underlying tools, diagnostics and/or equipment products financed and, for contracts to franchisees, other franchisee assets.

The components of Snap-on's current finance and contract receivables as of 2022 and 2021 year end are as follows:

(Amounts in millions)	2022	2021
Finance installment receivables	$ 578.6	$ 557.0
Finance lease receivables, net of unearned finance charges of $0.5 million and $1.3 million, respectively	3.2	7.1
Total finance receivables	581.8	564.1
Contract installment receivables	51.3	55.2
Contract lease receivables, net of unearned finance charges of $19.1 million and $18.7 million, respectively	60.3	57.3
Total contract receivables	111.6	112.5
Total	693.4	676.6
Allowances for credit losses:		
Finance installment receivables	(19.5)	(21.7)
Finance lease receivables	(0.1)	(0.1)
Total finance allowance for credit losses	(19.6)	(21.8)
Contract installment receivables	(0.8)	(0.9)
Contract lease receivables	(0.9)	(1.2)
Total contract allowance for credit losses	(1.7)	(2.1)
Total allowances for credit losses	(21.3)	(23.9)
Total current finance and contract receivables – net	$ 672.1	$ 652.7
Finance receivables – net	$ 562.2	$ 542.3
Contract receivables – net	109.9	110.4
Total current finance and contract receivables – net	$ 672.1	$ 652.7

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The components of Snap-on's finance and contract receivables with payment terms beyond one year as of 2022 and 2021 year end are as follows:

(Amounts in millions)	2022	2021
Finance installment receivables	$ 1,210.4	$ 1,155.3
Finance lease receivables, net of unearned finance charges of $0.2 million and $0.5 million, respectively	1.7	4.2
Total finance receivables	1,212.1	1,159.5
Contract installment receivables	202.1	197.1
Contract lease receivables, net of unearned finance charges of $30.7 million and $30.3 million, respectively	186.6	187.4
Total contract receivables	388.7	384.5
Total	1,600.8	1,544.0
Allowances for credit losses:		
Finance installment receivables	(41.3)	(45.4)
Finance lease receivables	—	(0.1)
Total finance allowance for credit losses	(41.3)	(45.5)
Contract installment receivables	(3.1)	(3.2)
Contract lease receivables	(1.8)	(3.1)
Total contract allowance for credit losses	(4.9)	(6.3)
Total allowances for credit losses	(46.2)	(51.8)
Total long-term finance and contract receivables – net	$ 1,554.6	$ 1,492.2
Finance receivables – net	$ 1,170.8	$ 1,114.0
Contract receivables – net	383.8	378.2
Total long-term finance and contract receivables – net	$ 1,554.6	$ 1,492.2

Long-term finance and contract receivables installments, net of unearned finance charges, as of 2022 and 2021 year end are scheduled as follows:

(Amounts in millions)	2022 Finance Receivables	2022 Contract Receivables	2021 Finance Receivables	2021 Contract Receivables
Due in Months:				
13 – 24	$ 441.6	$ 92.6	$ 428.1	$ 91.7
25 – 36	374.3	80.1	361.3	81.3
37 – 48	256.2	67.5	246.2	66.6
49 – 60	135.8	53.9	119.8	52.2
Thereafter	4.2	94.6	4.1	92.7
Total	$ 1,212.1	$ 388.7	$ 1,159.5	$ 384.5

Credit quality: The company's receivable portfolio is comprised of two portfolio segments, finance and contract receivables, which are the same segments used to estimate expected credit losses reported in the allowances for credit losses. The amortized cost basis for finance and contract receivables is the amount originated adjusted for applicable accrued interest and net of deferred fees or costs, collection of cash, and write-offs. The company monitors and assesses credit risk based on the characteristics of each portfolio segment.

When extending credit, Snap-on evaluates the collectability of the receivables based on a combination of various financial and qualitative factors that may affect a customer's ability to pay. These factors may include the customer's financial condition, past payment experience, and credit bureau and proprietary Snap-on credit model information, as well as the value of the underlying collateral.

For finance and contract receivables, Snap-on assesses quantitative and qualitative factors through the use of credit quality indicators consisting primarily of collection experience and related internal metrics. Delinquency is the primary indicator of credit quality for finance and contract receivables. Snap-on conducts monthly reviews of credit and collection performance for both the finance and contract receivable portfolios focusing on data such as delinquency trends, nonaccrual receivables, and write-off and recovery activity. These reviews allow for the formulation of collection strategies and potential collection policy modifications in response to changing risk profiles in the finance and contract receivable portfolios. The other internal metrics include credit exposure by customer and delinquency classification to further monitor changing risk profiles. The company maintains a system that aggregates credit exposure and provides delinquency data by days past due aging categories. A receivable 30 days or more past due is considered delinquent. However, customers are monitored prior to becoming 30 days past due.

The amortized cost basis of finance and contract receivables by origination year as of 2022 year end is as follows:

(Amounts in millions)	2022	2021	2020	2019	2018	Prior	Total
Finance Receivables:							
Delinquent	$ 16.3	$ 14.9	$ 9.5	$ 4.2	$ 2.1	$ 0.9	$ 47.9
Non-delinquent	1,175.9	342.6	156.2	53.2	15.4	2.7	1,746.0
Total Finance receivables	$ 1,192.2	$ 357.5	$ 165.7	$ 57.4	$ 17.5	$ 3.6	$ 1,793.9
Contract receivables:							
Delinquent	$ 0.7	$ 0.9	$ 1.1	$ 0.6	$ 0.2	$ 0.2	$ 3.7
Non-delinquent	177.4	118.5	84.0	56.9	32.9	26.9	496.6
Total Contract receivables	$ 178.1	$ 119.4	$ 85.1	$ 57.5	$ 33.1	$ 27.1	$ 500.3

Allowances for credit losses: The allowances for credit losses are maintained at a level that is considered adequate to cover expected credit losses over the remaining contractual life of the receivables using historical loss experience, asset specific risk characteristics, current conditions, reasonable and supportable forecasts, and an appropriate reversion period, when applicable. Management performs detailed reviews of its receivables on a monthly and/or quarterly basis to assess the adequacy of the allowances and to determine if any impairment has occurred. A receivable generally has credit losses when it is expected that all amounts related to the receivable will not be collected according to the contractual terms of the agreement. Amounts determined to be uncollectable are charged directly against the allowances, while amounts recovered on previously written off accounts increase the allowances. For both finance and contract receivables, write-offs include the uncollectable principal amount of the receivable as well as the uncollectable accrued interest and fees, net of repossessions. For finance receivables only, write-offs are partially offset by recourse from franchisees. Recovered interest and fees previously written off are recorded through the allowances for credit losses and increase the allowances. Absent a repossession, finance receivables are typically written off when an account reaches 120 days past due. Repossessed accounts are typically written off within 60 days of asset repossession. Contract receivables related to equipment leases are generally written off when an account becomes 150 days past due, while contract receivables related to franchise finance and van leases are generally written off no later than when the receivable becomes 180 days past the asset return date. For finance and contract receivables, customer bankruptcies are generally written off upon notification that the associated debt is not being reaffirmed or, in any event, no later than when the receivable becomes 180 days past due. Changes to the allowances for credit losses are maintained through adjustments to the provisions for credit losses.

For finance receivables, the company uses a vintage loss rate methodology to determine expected losses. Vintage analysis aims to calculate losses based on the timing of the losses relative to the origination of the receivables. The finance receivable portfolio contains a substantial amount of homogeneous contracts which fits well with the vintage analysis.

For contract receivables the company primarily uses a WARM methodology. The WARM methodology calculates the average annual write-off rate and applies it to the remaining term of the receivables. The WARM methodology is used since the contract receivables have limited loss experience over generally longer terms and, therefore, the predictive loss patterns are more difficult to estimate.

The company performed a correlation analysis to compare historical losses to many economic factors. The primary economic factors considered were real gross domestic product, civilian unemployment, industrial production index, and repair and maintenance employment rate; the company determined that there is limited correlation between the historical losses and economic factors. As a result, consideration was given to qualitative factors to adjust the reserve balance for asset specific risk characteristics, current conditions and future expectations. Similar qualitative factors are considered for both finance and contract receivables. The qualitative factors used in determining the estimate of expected credit losses are influenced by the changes in the composition of the portfolio, underwriting practices, and other relevant conditions that were different from the historical periods.

The allowances for credit losses are adjusted each period for changes in the credit risk and expected lifetime credit losses. The following is a rollforward of the allowances for credit losses for finance and contract receivables for 2022 and 2021:

	2022		2021	
(Amounts in millions)	Finance Receivables	Contract Receivables	Finance Receivables	Contract Receivables
Allowances for credit losses:				
Beginning of year	$ 67.3	$ 8.4	$ 76.3	$ 9.0
Provision for credit losses	37.7	0.5	32.1	0.8
Charge-offs	(52.7)	(2.5)	(50.9)	(1.8)
Recoveries	8.9	0.3	9.8	0.4
Currency translation	(0.3)	(0.1)	—	—
End of year	$ 60.9	$ 6.6	$ 67.3	$ 8.4

Past due: Depending on the contract, payments for finance and contract receivables are due on a monthly or weekly basis. Weekly payments are converted into a monthly equivalent for purposes of calculating delinquency. Delinquencies are assessed at the end of each month following the monthly equivalent contractual payment due date. The entire receivable balance of a contract is considered delinquent when contractual payments become 30 days past due. Removal from delinquent status occurs when the cumulative amount of monthly contractual payments then due have been received by the company.

It is the general practice of Snap-on's financial services business not to engage in contract or loan modifications. In limited instances, Snap-on's financial services business may modify certain receivables in troubled debt restructurings. The amount and number of restructured finance and contract receivables as of 2022 and 2021 year end were immaterial to both the financial services portfolio and the company's results of operations and financial position.

The aging of finance and contract receivables as of 2022 and 2021 year end is as follows:

(Amounts in millions)	30-59 Days Past Due	60-90 Days Past Due	Greater Than 90 Days Past Due	Total Past Due	Total Not Past Due	Total	Greater Than 90 Days Past Due and Accruing
2022 year end:							
Finance receivables	$ 17.2	$ 11.2	$ 19.5	$ 47.9	$ 1,746.0	$ 1,793.9	$ 16.5
Contract receivables	1.2	0.3	2.2	3.7	496.6	500.3	0.3
2021 year end:							
Finance receivables	$ 16.0	$ 10.5	$ 18.0	$ 44.5	$ 1,679.1	$ 1,723.6	$ 16.0
Contract receivables	1.7	0.9	0.9	3.5	493.5	497.0	0.1

Nonaccrual: SOC maintains the accrual of interest income during the progression through the various stages of delinquency prior to processing for write-off. At the time of write-off, the entire balance including the accrued but unpaid interest income amount is recorded as a loss.

Finance receivables are generally placed on nonaccrual status (nonaccrual of interest and other fees): (i) when a customer is placed on repossession status; (ii) upon receipt of notification of bankruptcy; (iii) upon notification of the death of a customer; or (iv) in other instances in which management concludes collectability is not reasonably assured.

Contract receivables are generally placed on nonaccrual status: (i) when a receivable is more than 90 days past due or at the point a customer's account is placed on terminated status regardless of its delinquency status; (ii) upon notification of the death of a customer; or (iii) in other instances in which management concludes collectability is not reasonably assured.

The accrual of interest and other fees is resumed when the finance or contract receivable becomes contractually current and collection of all remaining contractual amounts due is reasonably assured. A receivable may have credit losses when it is expected that all amounts related to the receivable will not be collected according to the contractual terms of the applicable agreement. Such finance and contract receivables are covered by the company's respective allowances for credit losses and are written off against the allowances when appropriate.

The amount of finance and contract receivables on nonaccrual status as of 2022 and 2021 year end is as follows:

(Amounts in millions)	2022	2021
Finance receivables	$ 8.7	$ 7.7
Contract receivables	3.3	2.7

Note 5: Inventories

Inventories by major classification as of 2022 and 2021 year end are as follows:

(Amounts in millions)	2022	2021
Finished goods	$ 882.2	$ 686.5
Work in progress	77.2	64.3
Raw materials	182.3	140.2
Total FIFO value	1,141.7	891.0
Excess of current cost over LIFO cost	(108.6)	(87.2)
Total inventories – net	$ 1,033.1	$ 803.8

Inventories accounted for using the FIFO method approximated 61% and 60% of total inventories as of 2022 and 2021 year end, respectively. The company accounts for its non-U.S. inventory on the FIFO method. As of 2022 year end, approximately 38% of the company's U.S. inventory was accounted for using the FIFO method and 62% was accounted for using the LIFO method. There were no LIFO inventory liquidations in 2022, 2021 or 2020.

Note 6: Property and Equipment

Property and equipment (which are carried at cost) as of 2022 and 2021 year end are as follows:

(Amounts in millions)	2022	2021
Land	$ 32.6	$ 33.8
Buildings and improvements	434.7	434.4
Machinery, equipment and computer software	1,069.3	1,059.2
Property and equipment – gross	1,536.6	1,527.4
Accumulated depreciation and amortization	(1,024.0)	(1,009.2)
Property and equipment – net	$ 512.6	$ 518.2

The estimated service lives of property and equipment are principally as follows:

Buildings and improvements	3 to 50 years
Machinery, equipment and computer software	2 to 15 years

Depreciation expense was $71.5 million, $75.6 million and $73.3 million in 2022, 2021 and 2020, respectively.

Note 7: Goodwill and Other Intangible Assets

The changes in the carrying amount of goodwill by segment for 2022 and 2021 are as follows:

(Amounts in millions)	Commercial & Industrial Group	Snap-on Tools Group	Repair Systems & Information Group	Total
Balance as of 2020 year end	$ 331.2	$ 12.4	$ 638.8	$ 982.4
Currency translation	(19.4)	—	(11.3)	(30.7)
Acquisition adjustments	14.0	—	150.8	164.8
Balance as of 2021 year end	$ 325.8	$ 12.4	$ 778.3	$ 1,116.5
Currency translation	(22.4)	—	(15.7)	(38.1)
Acquisition adjustments	(0.5)	—	(32.6)	(33.1)
Balance as of 2022 year end	$ 302.9	$ 12.4	$ 730.0	$ 1,045.3

Goodwill of $1,045.3 million as of 2022 year end included $118.2 million from the acquisition of Dealer-FX, $10.2 million from the acquisition of Pradines and $3.3 million from the acquisition of AutoCrib Germany. The goodwill from Dealer-FX is included in the Repair Systems & Information Group and the goodwill from AutoCrib Germany and Pradines is included in the Commercial & Industrial Group.

The purchase accounting valuations for the acquired net assets of AutoCrib Germany, Dealer-FX and Pradines were completed in 2022. The purchase accounting valuations for the acquired net assets of Dealer-FX resulted in a reduction of goodwill of $32.6 million from 2021 year end. The purchase accounting valuations for the acquired net assets of Pradines resulted in a reduction of goodwill of $0.5 million from 2021 year end.

See Note 3 for additional information on acquisitions.

Additional disclosures related to other intangible assets as of 2022 and 2021 year end are as follows:

(Amounts in millions)	2022 Gross Carrying Value	2022 Accumulated Amortization	2022 Net Carrying Value	2021 Gross Carrying Value	2021 Accumulated Amortization	2021 Net Carrying Value
Amortized other intangible assets:						
Customer relationships	$ 212.1	$ (150.8)	$ 61.3	$ 217.8	$ (142.1)	$ 75.7
Developed technology	35.8	(26.0)	9.8	36.6	(23.2)	13.4
Internally developed software	179.6	(137.2)	42.4	182.7	(139.1)	43.6
Patents	48.4	(25.6)	22.8	45.7	(25.1)	20.6
Trademarks	3.9	(2.4)	1.5	3.9	(2.3)	1.6
Other	7.7	(4.0)	3.7	8.3	(4.1)	4.2
Total	487.5	(346.0)	141.5	495.0	(335.9)	159.1
Non-amortized trademarks	134.1	—	134.1	142.6	—	142.6
Total other intangible assets	$ 621.6	$ (346.0)	$ 275.6	$ 637.6	$ (335.9)	$ 301.7

Provision for impairment of goodwill and/or other intangible assets could arise in a future period due to significant and unanticipated changes in circumstances, such as declines in profitability and cash flow due to long-term deterioration in macroeconomic, industry and market conditions, the loss of key customers, changes in technology or markets, changes in key personnel or litigation, a sustained decrease in share price and/or other events. As of 2022 year end, the company had no accumulated impairment losses.

The weighted-average amortization periods related to other intangible assets are as follows:

	In Years
Customer relationships	14
Developed technology	5
Internally developed software	6
Patents	14
Trademarks	9
Other	39

The weighted-average amortization period for all amortizable intangibles on a combined basis is 12 years. Intangible asset renewal costs are expensed as incurred.

The aggregate amortization expense was $28.7 million in 2022, $29.2 million in 2021 and $23.4 million in 2020. Based on current levels of amortizable intangible assets and estimated weighted-average useful lives, estimated annual amortization expense is expected to be $26.6 million in 2023, $20.7 million in 2024, $14.8 million in 2025, $11.3 million in 2026, and $10.0 million in 2027.

Note 8: Exit and Disposal Activities

Snap-on did not record any costs for exit and disposal activities during fiscal 2022 or fiscal 2021.

Snap-on's exit and disposal accrual activity for 2022 and 2021 are as follows:

(Amounts in millions)	Balance at 2020 Year End	Provision in 2021	Usage in 2021	Balance at 2021 Year End	Provision in 2022	Usage in 2022	Balance at 2022 Year End
Severance costs:							
Commercial & Industrial Group	$ 5.8	$ —	$ (1.5)	$ 4.3	$ —	$ (2.7)	$ 1.6
Snap-on Tools Group	0.4	—	(0.1)	0.3	—	(0.2)	0.1
Repair System & Information Group	3.8	—	(1.4)	2.4	—	(1.3)	1.1
Total	$ 10.0	$ —	$ (3.0)	$ 7.0	$ —	$ (4.2)	$ 2.8

As of December 31, 2022, the company expects that approximately $1.9 million of the $2.8 million exit and disposal accrual will be utilized in 2023, and the remainder thereafter, primarily for longer-term severance payments.

Snap-on expects to fund the remaining cash requirements of its exit and disposal activities with available cash on hand, cash flows from operating activities and borrowings under the company's existing credit facilities. The estimated costs for the exit and disposal activities were based on management's best business judgement under prevailing circumstances.

Note 9: Income Taxes

The source of earnings before income taxes and equity earnings consisted of the following:

(Amounts in millions)	2022	2021	2020
United States	$ 1,028.7	$ 911.4	$ 715.9
Foreign	173.9	175.5	119.3
Total	$ 1,202.6	$ 1,086.9	$ 835.2

The provision (benefit) for income taxes consisted of the following:

(Amounts in millions)	2022	2021	2020
Current:			
Federal	$ 185.4	$ 152.9	$ 136.8
Foreign	45.2	48.2	29.9
State	48.4	37.5	30.6
Total current	279.0	238.6	197.3
Deferred:			
Federal	(8.5)	6.1	(10.0)
Foreign	(2.1)	(0.3)	3.0
State	0.3	2.6	(1.2)
Total deferred	(10.3)	8.4	(8.2)
Total income tax provision	$ 268.7	$ 247.0	$ 189.1

The following is a reconciliation of the statutory federal income tax rate to Snap-on's effective tax rate:

	2022	2021	2020
Statutory federal income tax rate	21.0%	21.0%	21.0%
Increase (decrease) in tax rate resulting from:			
State income taxes, net of federal benefit	3.0	2.8	2.9
Noncontrolling interests	(0.4)	(0.4)	(0.5)
Repatriation of foreign earnings	(0.3)	(0.5)	(0.7)
Change in valuation allowance for deferred tax assets	0.3	0.2	0.5
Adjustments to tax accruals and reserves	(0.7)	0.3	(0.5)
Foreign rate differences	0.4	0.5	0.5
Excess tax benefits related to equity compensation	(0.5)	(1.0)	(0.5)
Other	(0.5)	(0.2)	(0.1)
Effective tax rate	22.3%	22.7%	22.6%

Snap-on's effective income tax rate on earnings attributable to Snap-on Incorporated was 22.8% in 2022, 23.2% in 2021, and 23.2% in 2020.

Temporary differences that give rise to the net deferred income tax liability as of 2022, 2021 and 2020 year end are as follows:

(Amounts in millions)	2022	2021	2020
Deferred income tax assets (liabilities):			
Inventories	$ 34.0	$ 37.5	$ 41.4
Accruals not currently deductible	66.9	77.6	75.1
Tax credit carryforward	4.2	1.2	2.4
Employee benefits	16.7	6.4	32.4
Net operating losses	47.9	35.0	37.1
Depreciation and amortization	(170.1)	(213.2)	(192.0)
Valuation allowance	(23.5)	(24.5)	(26.7)
Equity-based compensation	14.7	13.1	14.3
Undistributed non-U.S. earnings	(4.2)	(4.4)	(5.4)
Other	1.3	(1.9)	1.3
Net deferred income tax liability	$ (12.1)	$ (73.2)	$ (20.1)

As of 2022 year end, Snap-on had tax net operating loss carryforwards totaling $190.1 million as follows:

(Amounts in millions)	State	Federal	Foreign	Total
Year of expiration:				
2023-2027	$ 0.3	$ —	$ 38.2	$ 38.5
2028-2032	11.8	—	17.5	29.3
2033-2037	—	—	15.4	15.4
2038-2042	—	—	60.7	60.7
2043-2047	—	—	9.3	9.3
Indefinite	—	—	36.9	36.9
Total net operating loss carryforwards	$ 12.1	$ —	$ 178.0	$ 190.1

A valuation allowance totaling $23.5 million, $24.5 million and $26.7 million as of 2022, 2021 and 2020 year end, respectively, has been established for deferred income tax assets primarily related to certain subsidiary loss carryforwards that may not be realized. Realization of the net deferred income tax assets is dependent on generating sufficient taxable income prior to their expiration. Although realization is not assured, management believes it is more-likely-than-not that the net deferred income tax assets will be realized. The amount of the net deferred income tax assets considered realizable, however, could change in the near term if estimates of future taxable income during the carryforward period fluctuate.

The following is a reconciliation of the beginning and ending amounts of unrecognized tax benefits for 2022, 2021 and 2020:

(Amounts in millions)	2022	2021	2020
Unrecognized tax benefits at beginning of year	$ 8.9	$ 9.1	$ 10.3
Gross increases – tax positions in prior periods	—	0.4	0.4
Gross decreases – tax positions in prior periods	(0.3)	(0.4)	—
Gross increases – tax positions in the current period	0.6	0.4	0.4
Settlements with taxing authorities	(3.0)	—	(1.4)
Lapsing of statutes of limitations	(0.6)	(0.6)	(0.6)
Unrecognized tax benefits at end of year	$ 5.6	$ 8.9	$ 9.1

The unrecognized tax benefits of $5.6 million, $8.9 million and $9.1 million as of 2022, 2021 and 2020 year end, respectively, would impact the effective income tax rate if recognized. As of December 31, 2022, unrecognized tax benefits of $1.2 million and $4.4 million were included in "Deferred income tax assets" and "Other long-term liabilities," respectively, on the accompanying Consolidated Balance Sheets. Interest and penalties related to unrecognized tax benefits are recorded in income tax expense. As of 2022, 2021 and 2020 year end, the company had provided for $0.9 million, $1.4 million and $1.1 million, respectively, of accrued interest and penalties related to unrecognized tax benefits. As of December 31, 2022, $0.9 million of accrued interest and penalties were included in "Other long-term liabilities" on the accompanying Consolidated Balance Sheets.

Snap-on and its subsidiaries file income tax returns in the United States and in various state, local and foreign jurisdictions. It is reasonably possible that certain unrecognized tax benefits may either be settled with taxing authorities or the statutes of limitations for such items may lapse within the next 12 months, causing Snap-on's gross unrecognized tax benefits to decrease by a range of zero to $0.5 million. Over the next 12 months, Snap-on anticipates taking certain tax positions on various tax returns for which the related tax benefit does not meet the recognition threshold. Accordingly, Snap-on's gross unrecognized tax benefits may increase by a range of zero to $0.7 million over the next 12 months for uncertain tax positions expected to be taken in future tax filings.

With few exceptions, Snap-on is no longer subject to U.S. federal and state/local income tax examinations by tax authorities for years prior to 2017, and Snap-on is no longer subject to non-U.S. income tax examinations by tax authorities for years prior to 2012.

In general, it is Snap-on's practice and intention to reinvest certain earnings of its non-U.S. subsidiaries in those operations. As of 2022 year end, the company has not made a provision for incremental U.S. income taxes or additional foreign withholding taxes on approximately $416.4 million of such undistributed earnings that is deemed indefinitely reinvested. Determination of the amount of unrecognized deferred tax liability related to these earnings is not practicable. As a result of the Tax Act, which subjected the majority of the company's undistributed foreign earnings to taxation for the 2017 tax year, the company can now repatriate non-U.S. cash in a tax efficient manner. Accordingly, the company does not have an indefinitely reinvested assertion on the majority of undistributed earnings for its non-U.S. subsidiaries and has recorded a deferred tax liability of $4.2 million for the incremental tax costs associated with the future potential repatriation of such earnings.

Note 10: Short-term and Long-term Debt

Short-term and long-term debt as of 2022 and 2021 year end consisted of the following:

(Amounts in millions)	2022	2021
3.25% unsecured notes due 2027	300.0	300.0
4.10% unsecured notes due 2048	400.0	400.0
3.10% unsecured notes due 2050	500.0	500.0
Other debt*	1.0	0.3
	1,201.0	1,200.3
Less: notes payable	(17.2)	(17.4)
Total long-term debt	$ 1,183.8	$ 1,182.9

* Includes unamortized debt issuance costs.

Snap-on's long-term debt and notes payable have no annual maturities in the next four years and $300.0 million matures in 2027.

Average notes payable outstanding were $18.6 million and $16.7 million in 2022 and 2021, respectively. The 2022 weighted-average interest rate on such borrowings of 9.93% compared with 8.39% in 2021. At 2022 year end, the weighted-average rate on outstanding notes payable of 10.89% compared with 8.39% in 2021. The 2022 year-end rate increased primarily due to higher rates on local borrowings in emerging markets.

On April 27, 2020, Snap-on sold, at a discount, $500 million of unsecured 3.10% notes that mature on May 1, 2050 (the "2050 Notes"). Interest on the 2050 Notes accrues at a rate of 3.10% and is paid semi-annually. Snap-on used the $489.9 million net proceeds from the sale of the 2050 Notes, reflecting $4.4 million of transaction costs, for general corporate purposes, which included working capital, capital expenditures and acquisitions.

Snap-on has an $800 million multi-currency revolving credit facility that terminates on September 16, 2024 (the "Credit Facility"); no amounts were borrowed or outstanding under the Credit Facility during the year ended and as of December 31, 2022 or January 1, 2022. Borrowings under the Credit Facility bear interest at varying rates based on either: (i) Snap-on's then-current, long-term debt ratings; or (ii) Snap-on's then-current ratio of consolidated debt net of certain cash adjustments ("Consolidated Net Debt") to earnings before interest, taxes, depreciation, amortization and certain other adjustments for the preceding four fiscal quarters then ended (the "Consolidated Net Debt to EBITDA Ratio"). The Credit Facility's financial covenant requires that Snap-on maintain, as of each fiscal quarter end, either (i) a ratio not greater than 0.60 to 1.00 of Consolidated Net Debt to the sum of Consolidated Net Debt plus total equity and less accumulated other comprehensive income or loss (the "Leverage Ratio"); or (ii) a Consolidated Net Debt to EBITDA Ratio not greater than 3.50 to 1.00. Snap-on may, up to two times during any five-year period during the term of the Credit Facility (including any extensions thereof), elect to increase the maximum Leverage Ratio to 0.65 to 1.00 and/or increase the maximum Consolidated Net Debt to EBITDA Ratio to 4.00 to 1.00 for four consecutive fiscal quarters in connection with certain material acquisitions (as defined in the related credit agreement). As of December 31, 2022, the company's actual ratios of 0.09 and 0.37 respectively, were both within the permitted ranges set forth in this financial covenant. Snap-on generally issues commercial paper to fund its financing needs on a short-term basis and uses the Credit Facility as back-up liquidity to support such commercial paper issuances. There was no commercial paper issued or outstanding during the year ended and as of December 31, 2022 or January 1, 2022.

Note 11: Financial Instruments

Derivatives: All derivative instruments are reported in the Consolidated Financial Statements at fair value. Changes in the fair value of derivatives are recorded each period in earnings or on the accompanying Consolidated Balance Sheets, depending on whether the derivative is designated and effective as part of a hedged transaction. Gains or losses on derivative instruments recorded in earnings are presented in the same Consolidated Statement of Earnings line that is used to present the earnings effect of the hedged item. Gains or losses on derivative instruments in accumulated other comprehensive income (loss) ("Accumulated OCI") are reclassified to earnings in the period in which earnings are affected by the underlying hedged item.

The criteria used to determine if hedge accounting treatment is appropriate are: (i) the designation of the hedge to an underlying exposure; (ii) whether or not overall risk is being reduced; and (iii) if there is a correlation between the value of the derivative instrument and the underlying hedged item. Once a derivative contract is entered into, Snap-on designates the derivative as a fair value hedge, a cash flow hedge, a hedge of a net investment in a foreign operation, or a natural hedging instrument whose change in fair value is recognized as an economic hedge against changes in the value of the hedged item. Snap-on does not use derivative instruments for speculative or trading purposes.

Snap-on is exposed to global market risks, including the effects of changes in foreign currency exchange rates, interest rates, and the company's stock price. The company uses derivatives to manage financial exposures that occur in the normal course of business. The primary risks managed by using derivative instruments are foreign currency risk, interest rate risk and stock-based deferred compensation risk.

Foreign currency risk management: Snap-on has significant international operations and is subject to certain risks inherent with foreign operations that include currency fluctuations. Foreign currency exchange risk exists to the extent that Snap-on has payment obligations or receipts denominated in currencies other than the functional currency, including intercompany loans denominated in foreign currencies. To manage these exposures, Snap-on identifies naturally offsetting positions and then purchases hedging instruments to protect the residual net exposures. Snap-on manages most of these exposures on a consolidated basis, which allows for netting of certain exposures to take advantage of natural offsets. Foreign currency forward contracts ("foreign currency forwards") are used to hedge the net exposures. Gains or losses on net foreign currency hedges are intended to offset losses or gains on the underlying net exposures in an effort to reduce the earnings volatility resulting from fluctuating foreign currency exchange rates. Snap-on's foreign currency forwards are typically not designated as hedges. The fair value changes of these contracts are reported in earnings as foreign exchange gain or loss, which is included in "Other income (expense) - net" on the accompanying Consolidated Statements of Earnings. See Note 18 for additional information on Other income (expense) - net.

As of 2022 year end, Snap-on had $92.7 million of net foreign currency forward sell contracts outstanding comprised of sell contracts including $250.0 million in Canadian dollars, $39.2 million in euros, $8.5 million in Hungarian forints, $5.4 million in Indian rupees, and $3.9 million in other currencies, and buy contracts comprised of $72.0 million in British pounds, $41.3 million in Swedish kronor, $36.5 million in Hong Kong dollars, $26.8 million in Chinese renminbi, $16.0 million in Singapore dollars, $6.7 million in Australian dollars, $5.9 million in Norwegian kroner, $4.7 million in Danish kroner, and $4.4 million in other currencies. As of 2021 year end, Snap-on had $81.3 million of net foreign currency forward sell contracts outstanding comprised of sell contracts including $290.0 million in Canadian dollars, $10.3 million in euros, $8.1 million in Indian rupees, $6.3 million in Hungarian forints, and $4.5 million in other currencies, and buy contracts comprised of $79.6 million in British pounds, $48.4 million in Swedish kronor, $31.0 million in Chinese renminbi, $30.0 million in Hong Kong dollars, $14.3 million in Australian dollars, $14.2 million in Singapore dollars, $7.2 million in Norwegian kroner, $4.9 million in Danish kroner, and $8.3 million in other currencies.

Interest rate risk management: Snap-on may manage the exposure created by the differing maturities and interest rate structures of Snap-on's borrowings through the use of interest rate swap agreements ("interest rate swaps") and treasury lock agreements ("treasury locks").

Interest rate swaps: Snap-on may enter into interest rate swaps to manage risks associated with changing interest rates related to the company's fixed rate borrowings. Interest rate swaps are accounted for as fair value hedges. The differentials paid or received on interest rate swaps are recognized as adjustments to "Interest expense" on the accompanying Consolidated Statements of Earnings. The change in the fair value of the derivative is recorded in "Long-term debt" on the accompanying Consolidated Balance Sheets. There were no outstanding interest rate swaps as of both 2022 and 2021 year end.

Treasury locks: Snap-on may use treasury locks to manage the potential change in interest rates in anticipation of the issuance of fixed rate debt. Treasury locks are accounted for as cash flow hedges. The differentials to be paid or received on treasury locks related to the anticipated issuance of fixed rate debt are initially recorded in Accumulated OCI for derivative instruments that are designated and qualify as cash flow hedges. Upon the issuance of debt, the related amount in Accumulated OCI is released over the term of the debt and recognized as an adjustment to interest expense on the Consolidated Statements of Earnings. There were no treasury locks outstanding as of both 2022 and 2021 year end. See Note 18 for additional information on Other income (expense) - net.

Stock-based deferred compensation risk management: Snap-on manages market risk associated with the stock-based portion of its deferred compensation plans through the use of prepaid equity forward agreements ("equity forwards"). Equity forwards are used to aid in offsetting the potential mark-to-market effect on stock-based deferred compensation from changes in Snap-on's stock price. Since stock-based deferred compensation liabilities increase as the company's stock price rises and decrease as the company's stock price declines, the equity forwards are intended to mitigate the potential impact on deferred compensation expense that may result from such mark-to-market changes. As of 2022 and 2021 year end, Snap-on had equity forwards in place intended to manage market risk with respect to 64,900 shares and 72,100 shares, respectively, of Snap-on common stock associated with its deferred compensation plans.

Counterparty risk: Snap-on is exposed to credit losses in the event of non-performance by the counterparties to its various financial agreements, including its foreign currency forward contracts, interest rate swap agreements, treasury lock agreements and prepaid equity forward agreements. Snap-on does not obtain collateral or other security to support financial instruments subject to credit risk, but monitors the credit standing of the counterparties and generally enters into agreements with financial institution counterparties with a credit rating of A- or better. Snap-on does not anticipate non-performance by its counterparties, but cannot provide assurances.

Fair value measurements: The fair value measurement hierarchy prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority ("Level 1") to unadjusted quoted prices in active markets for identical assets and liabilities and the lowest priority ("Level 3") to unobservable inputs. Fair value measurements primarily based on observable market information are given a "Level 2" priority.

Snap-on has derivative assets and liabilities related to treasury locks, foreign currency forwards and equity forwards that are measured at Level 2 fair value on a recurring basis. The fair values of derivative instruments included within the accompanying Consolidated Balance Sheets as of 2022 and 2021 year end are as follows:

		2022		2021	
(Amounts in millions)	Balance Sheet Presentation	Derivative Assets Fair Value	Derivative Liability Fair Value	Derivative Assets Fair Value	Derivative Liability Fair Value
Derivatives not designated as hedging instruments:					
Foreign currency forwards	Prepaid expenses and other assets	$ 18.5	$ —	$ 10.2	$ —
Foreign currency forwards	Other accrued liabilities	—	16.9	—	5.3
Equity forwards	Prepaid expenses and other assets	14.8	—	15.5	—
Total derivative instruments		$ 33.3	$ 16.9	$ 25.7	$ 5.3

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between participants at the measurement date. Level 2 fair value measurements for derivative assets and liabilities are measured using quoted prices in active markets for similar assets and liabilities. Interest rate swaps are valued based on the six-month LIBOR swap rate for similar instruments. Foreign currency forwards are valued based on exchange rates quoted by domestic and foreign banks for similar instruments. Equity forwards are valued using a market approach based primarily on the company's stock price at the reporting date. The company did not have any derivative assets or liabilities measured at Level 1 or Level 3, nor did it implement any changes in its valuation techniques in 2022 and 2021, respectively.

The effect of derivative instruments designated as cash flow hedges as included in the Accumulated OCI on the Consolidated Balance Sheets is as follows:

	Amount of Gain (Loss) Recognized in Other Comprehensive Income on Derivative Instruments		
(Amounts in millions)	2022	2021	2020
Derivatives in Hedging Relationships:			
Treasury locks	$ —	$ —	$ 1.4

The effect of derivative instruments designated as fair value and cash flow hedges as included in the Consolidated Statements of Earnings is as follows:

	Gain (Loss) Recognized in Income on Fair Value and Cash Flow Hedging Relationships					
	2022		2021		2020	
(Amounts in millions)	Interest expense	Other income (expense) - net	Interest expense	Other income (expense) - net	Interest expense	Other income (expense) - net
Total amounts of income and expense presented in the Consolidated Statements of Earnings:	$ (47.1)	$ 42.5	$ (53.1)	$ 16.5	$ (54.0)	$ 8.7
Gain (loss) on fair value hedging relationships:						
Interest rate swaps						
Long-term debt	$ —	$ —	$ (10.2)	$ —	$ (15.7)	$ —
Derivatives designated as hedging instruments	—	—	2.7	—	3.9	—
Gain on cash flow hedging relationships:						
Treasury locks						
Gain reclassified from accumulated OCI into income	$ 1.6	$ —	$ 1.6	$ —	$ 1.6	$ —

During the next 12 months, Snap-on expects to reclassify into earnings net gains from Accumulated OCI of approximately $1.2 million after tax at the time the underlying hedge transactions are realized.

The effects of derivative instruments not designated as hedging instruments as included in the Consolidated Statements of Earnings are as follows:

	Statement of Earnings Presentation	Gain (Loss) Recognized in Income on Derivatives		
(Amounts in millions)		2022	2021	2020
Gain (loss) on derivative relationships:				
Foreign currency forwards	Other income (expense) – net	$ (17.6)	$ (10.8)	$ (6.6)
Net exposures	Other income (expense) – net	10.1	9.6	2.7
Equity forwards	Operating expenses	$ 1.4	$ 4.1	$ 1.0
Stock-based deferred compensation liabilities	Operating expenses	(1.4)	(4.3)	(1.2)

Snap-on's foreign currency forwards are typically not designated as hedges for financial reporting purposes. The fair value changes of foreign currency forwards not designated as hedging instruments are reported in earnings as foreign exchange gain or loss in "Other income (expense) – net" on the accompanying Consolidated Statements of Earnings. See Note 18 for additional information on "Other income (expense) – net."

Snap-on's equity forwards are not designated as hedges for financial reporting purposes. Fair value changes of both the equity forwards and related stock-based (mark-to-market) deferred compensation liabilities are reported in "Operating expenses" on the accompanying Consolidated Statements of Earnings.

Fair value of financial instruments: The fair values of financial instruments that do not approximate the carrying values in the financial statements as of 2022 and 2021 year end are as follows:

	2022		2021	
(Amounts in millions)	Carrying Value	Fair Value	Carrying Value	Fair Value
Finance receivables – net	$ 1,733.0	$ 1,983.9	$ 1,656.3	$ 1,988.6
Contract receivables – net	493.7	520.4	488.6	542.5
Long-term debt and notes payable	1,201.0	982.1	1,200.3	1,339.7

The following methods and assumptions are used in estimating the fair value of financial instruments:

- Finance and contract receivables include both short-term and long-term receivables. The fair value estimates of finance and contract receivables are derived utilizing discounted cash flow analyses performed on groupings of receivables that are similar in terms of loan type and characteristics. The cash flow analyses consider recent prepayment trends where applicable. The cash flows are discounted over the average life of the receivables using a current market discount rate of a similar term adjusted for credit quality. Significant inputs to the fair value measurements of the receivables are unobservable and, as such, are classified as Level 3.

- Fair value of long-term debt is estimated, using Level 2 fair value measurements, based on quoted market values of Snap-on's publicly traded senior debt. The carrying value of long-term debt includes unamortized debt issuance costs. The fair value of notes payable approximates such instruments' carrying value due to their short-term nature.

- The fair value of all other financial instruments, including trade and other accounts receivable, accounts payable and other financial instruments, approximates such instruments' carrying value due to their short-term nature.

Note 12: Pension Plans

Snap-on has several non-contributory defined benefit pension plans covering most U.S. employees and certain employees in foreign countries. Snap-on also has foreign contributory defined benefit pension plans covering certain foreign employees. Retirement benefits are generally provided based on employees' years of service and average earnings or stated amounts for years of service. Normal retirement age is 65, with provisions for earlier retirement.

The status of Snap-on's pension plans as of 2022 and 2021 year end is as follows:

(Amounts in millions)	2022	2021
Change in projected benefit obligation:		
Benefit obligation at beginning of year	$ 1,667.1	$ 1,710.0
Service cost	26.5	28.8
Interest cost	44.4	42.3
Plan participant contributions	0.4	0.5
Benefits paid	(77.7)	(75.6)
Actuarial gain	(382.4)	(30.2)
Foreign currency impact	(23.7)	(8.7)
Benefit obligation at end of year	$ 1,254.6	$ 1,667.1
Change in plan assets:		
Fair value of plan assets at beginning of year	$ 1,710.9	$ 1,632.4
Actual gain (loss) on plan assets	(384.1)	146.3
Employer contributions	10.8	10.7
Plan participant contributions	0.4	0.5
Benefits paid	(77.7)	(75.6)
Foreign currency impact	(18.6)	(3.4)
Fair value of plan assets at end of year	$ 1,241.7	$ 1,710.9
Funded (unfunded) status at end of year	$ (12.9)	$ 43.8

The decrease in the defined benefit pension plans benefit obligations in 2022 was primarily due to an increase in the discount rate in 2022 as compared to 2021.

Amounts recognized in the Consolidated Balance Sheets as of 2022 and 2021 year end are as follows:

(Amounts in millions)	2022	2021
Pension assets	$ 70.6	$ 160.7
Accrued benefits	(4.9)	(12.0)
Pension liabilities	(78.6)	(104.9)
Net asset (liability)	$ (12.9)	$ 43.8

Amounts included in Accumulated OCI on the accompanying Consolidated Balance Sheets as of 2022 and 2021 year end are as follows:

(Amounts in millions)	2022	2021
Net loss, net of tax of $88.8 million and $68.1 million, respectively	$ (269.0)	$ (209.4)
Prior service cost, net of tax of $0.2 million and $0.2 million, respectively	(0.5)	(0.6)
Total amount included in Accumulated OCI	$ (269.5)	$ (210.0)

The accumulated benefit obligation for Snap-on's pension plans as of 2022 and 2021 year end was $1,201.8 million and $1,580.4 million, respectively.

The projected benefit obligation, accumulated benefit obligation and fair value of plan assets for Snap-on's pension plans as of 2022 and 2021 year end are as follows:

(Amounts in millions)	2022	2021
Pension plans with accumulated benefit obligations in excess of plan assets:		
Accumulated benefit obligation	$ 94.9	$ 127.8
Fair value of plan assets	15.1	25.1
Pension plans with projected benefit obligations in excess of plans assets:		
Projected benefit obligation	$ 98.6	$ 280.4
Fair value of plan assets	15.1	163.5

The components of net periodic benefit cost and changes recognized in "Other comprehensive income (loss)" ("OCI") are as follows:

(Amounts in millions)	2022	2021	2020
Net periodic benefit cost:			
Service cost	$ 26.5	$ 28.8	$ 27.0
Interest cost	44.4	42.3	48.7
Expected return on plan assets	(99.2)	(94.4)	(94.7)
Amortization of unrecognized loss	18.0	36.3	34.5
Amortization of prior service cost	0.1	0.1	—
Net periodic benefit cost (credit)	$ (10.2)	$ 13.1	$ 15.5
Changes in benefit obligations recognized in OCI, net of tax:			
Net (gain) loss	$ 59.6	$ (92.8)	$ (31.6)
Prior service cost (credit)	(0.1)	(0.1)	0.1
Total recognized in OCI	$ 59.5	$ (92.9)	$ (31.5)

The components of net periodic pension cost, other than the service cost component, are included in "Other income (expense) - net" on the accompanying Consolidated Statements of Earnings. See Note 18 for additional information on Other income (expense) - net.

The worldwide weighted-average assumptions used to determine Snap-on's full-year pension costs are as follows:

	2022	2021	2020
Discount rate	2.8%	2.5%	3.2%
Expected return on plan assets	6.2%	6.5%	7.0%
Rate of compensation increase	3.4%	3.4%	3.4%
Interest crediting rate - U.S. cash balance plan	3.8%	3.8%	3.8%

The worldwide weighted-average assumptions used to determine Snap-on's projected benefit obligation as of 2022 and 2021 year end are as follows:

	2022	2021
Discount rate	5.4%	2.8%
Rate of compensation increase	3.2%	3.4%
Interest crediting rate - U.S. cash balance plan	3.8%	3.8%

The objective of Snap-on's discount rate assumption is to reflect the rate at which the pension benefits could be effectively settled. In making this determination, the company takes into account the timing and amount of benefits that would be available under the plans. The domestic discount rate as of 2022 and 2021 year end was selected based on a cash flow matching methodology developed by the company's outside actuaries that incorporates a review of current economic conditions. This methodology matches the plans' yearly projected cash flows for benefits and service costs to those of hypothetical bond portfolios using high-quality, AA rated or better, corporate bonds from either Moody's Investors Service or Standard & Poor's credit rating agencies available at the measurement date. This technique calculates bond portfolios that produce adequate cash flows to pay the plans' projected yearly benefits and then selects the portfolio with the highest yield and uses that yield as the recommended discount rate.

The weighted-average discount rate for Snap-on's domestic pension plans of 5.5% represents the single rate that produces the same present value of cash flows as the estimated benefit plan payments. Lowering Snap-on's domestic discount rate assumption by 50 basis points (100 basis points ("bps") equals 1.0 percent) would have increased Snap-on's 2022 domestic pension expense and projected benefit obligation by approximately $4.5 million and $48.6 million, respectively. As of 2022 year end, Snap-on's domestic projected benefit obligation comprised approximately 85% of Snap-on's worldwide projected benefit obligation. The weighted-average discount rate for Snap-on's foreign pension plans of 4.8% represents the single rate that produces the same present value of cash flows as the estimated benefit plan payments. Lowering Snap-on's foreign discount rate assumption by 50 bps would have increased Snap-on's 2022 foreign pension expense and projected benefit obligation by approximately $1.4 million and $12.3 million, respectively.

Actuarial gains and losses in excess of 10 percent of the greater of the projected benefit obligation or market-related value of assets are amortized on a straight-line basis over the average remaining service period of active participants or over the average remaining life expectancy for plans with primarily inactive participants. Prior service costs and credits resulting from plan amendments are amortized in equal annual amounts over the average remaining service period of active participants or over the average remaining life expectancy for plans with primarily inactive participants.

As a practical expedient, Snap-on uses the calendar year end as the measurement date for its plans. Snap-on funds its pension plans as required by governmental regulation and may consider discretionary contributions as conditions warrant. Snap-on intends to make contributions of $6.9 million to its foreign pension plans and $2.4 million to its domestic pension plans in 2023, as required by law. Depending on market and other conditions, Snap-on may make discretionary cash contributions to its pension plans in 2023.

The following benefit payments, which reflect expected future service, are expected to be paid as follows:

(Amounts in millions)	Amount
Year:	
2023	$ 86.8
2024	90.6
2025	94.8
2026	94.6
2027	97.5
2028-2032	497.7

Snap-on's domestic pension plans have a long-term investment horizon and a total return strategy that emphasizes a capital growth objective. The long-term investment performance objective for Snap-on's domestic plans' assets is to achieve net of expense returns that meet or exceed the 7.5% domestic long-term return on plan assets assumption used for reporting purposes. Snap-on uses a three-year, market-related value asset method of amortizing the difference between actual and expected returns on its domestic plans' assets. As of 2022 year end, Snap-on's domestic pension plans' assets comprised approximately 87% of the company's worldwide pension plan assets.

The basis for determining the overall expected long-term return on plan assets assumption is a nominal returns forecasting method. For each asset class, future returns are estimated by identifying the premium of riskier asset classes over lower risk alternatives. The methodology constructs expected returns using a "building block" approach to the individual components of total return. These forecasts are stated in both nominal and real (after inflation) terms. This process first considers the long-term historical return premium based on the longest set of data available for each asset class. These premiums, which are calculated using the geometric mean, are then adjusted based on current relative valuation levels, macro-economic conditions, and the expected alpha related to active investment management. The asset return assumption is also adjusted by an implicit expense load for estimated administrative and investment-related expenses.

For risk and correlation assumptions, the actual experience for each asset class is reviewed for the longest time period available. Expected relationships for a 10 to 20 year time horizon are determined based upon historical results, with adjustments made for material changes.

Investments are diversified to attempt to minimize the risk of large losses. Since asset allocation is a key determinant of expected investment returns, assets are periodically rebalanced to the targeted allocation to correct significant deviations from the asset allocation policy that are caused by market fluctuations and cash flow. Asset/liability studies are conducted periodically to determine if any revisions to the strategic asset allocation policy are necessary.

Snap-on's domestic pension plans' target allocation and actual weighted-average asset allocation by asset category and fair value of plan assets as of 2022 and 2021 year end are as follows:

	Target	2022	2021
Asset category:			
Equity securities	49%	45%	52%
Debt securities and cash and cash equivalents	46%	47%	42%
Hedge funds	5%	8%	6%
Total	100%	100%	100%
Fair value of plan assets *(Amounts in millions)*		$1,074.9	$1,464.7

The fair value measurement hierarchy prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority (Level 1) to unadjusted quoted prices in active markets for identical assets and liabilities and the lowest priority (Level 3) to unobservable inputs. Fair value measurements primarily based on observable market information are given a Level 2 priority.

Certain equity and debt securities are valued at quoted per share or unit market prices for which an official close or last trade pricing on an active exchange is available and are categorized as Level 1 in the fair value hierarchy. If quoted market prices are not readily available for specific securities, values are estimated using quoted prices of securities with similar characteristics and are categorized as Level 2 in the fair value hierarchy. Insurance contracts are valued at the present value of the estimated future cash flows promised under the terms of the insurance contracts and are categorized as Level 2 in the fair value hierarchy.

Commingled equity securities and commingled multi-strategy funds are valued at the Net Asset Value ("NAV") per share or unit multiplied by the number of shares or units held as of the measurement date, as reported by the fund managers. The share or unit price is quoted on a private market and is based on the value of the underlying investments, which are primarily based on observable inputs; such investments that are measured at fair value using the NAV per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy.

Private equity partnership funds, hedge funds, and real estate and other real assets are valued at the NAV as reported by the fund managers. Private equity partnership funds, certain hedge funds, and certain real estate and other real assets are valued based on the proportionate interest or share of net assets held by the pension plan, which is based on the estimated fair market value of the underlying investments. Certain other hedge funds and real estate and other real assets are valued at the NAV per share or unit multiplied by the number of shares or units held as of the measurement date, based on the estimated value of the underlying investments as reported by the fund managers. These investments are measured at fair value using the NAV per share (or its equivalent) practical expedient and have not been classified in the fair value hierarchy.

The company regularly reviews fund performance directly with its investment advisor and the fund managers, and performs qualitative analysis to corroborate the reasonableness of the reported NAVs. For funds for which the company did not receive a year-end NAV, the company recorded an estimate of the change in fair value for the latest period based on return estimates and other fund activity obtained from the fund managers.

The columns labeled "Investments Measured at NAV" in the following tables reflect certain investments that are measured at fair value using the NAV per share (or its equivalent) practical expedient and have not been categorized in the fair value hierarchy. The fair value amounts presented in these tables are intended to permit a reconciliation of the fair value hierarchy to the pension plan assets.

The following is a summary, by asset category, of the fair value and the level within the fair value hierarchy of Snap-on's domestic pension plans' assets as of 2022 year end:

(Amounts in millions)	Quoted Prices for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Investments Measured at NAV	Total
Asset category:				
Cash and cash equivalents	$ 14.3	$ —	$ —	$ 14.3
Equity securities:				
Domestic	67.1	—	—	67.1
Foreign	39.2	—	—	39.2
Commingled funds – domestic	—	—	189.1	189.1
Commingled funds – foreign	—	—	180.6	180.6
Private equity partnerships	—	—	11.0	11.0
Debt securities:				
Government	158.7	6.0	—	164.7
Corporate bonds	—	319.7	—	319.7
Real estate and other real assets	—	—	2.5	2.5
Hedge funds	—	—	86.7	86.7
Total	$ 279.3	$ 325.7	$ 469.9	$ 1,074.9

The following is a summary, by asset category, of the fair value and the level within the fair value hierarchy of Snap-on's domestic pension plans' assets as of 2021 year end:

(Amounts in millions)	Quoted Prices for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Investments Measured at NAV	Total
Asset category:				
Cash and cash equivalents	$ 23.7	$ —	$ —	$ 23.7
Equity securities:				
Domestic	109.4	—	—	109.4
Foreign	59.1	—	—	59.1
Commingled funds – domestic	—	—	311.7	311.7
Commingled funds – foreign	—	—	261.4	261.4
Private equity partnerships	—	—	14.5	14.5
Debt securities:				
Government	180.0	0.7	—	180.7
Corporate bonds	—	414.3	—	414.3
Real estate and other real assets	—	—	2.7	2.7
Hedge funds	—	—	87.2	87.2
Total	$ 372.2	$ 415.0	$ 677.5	$ 1,464.7

Snap-on's primary investment objective for its foreign pension plans' assets is to meet the projected obligations to the beneficiaries over a long period of time, and to do so in a manner that is consistent with the company's risk tolerance. The foreign asset allocation policies consider the company's financial strength and long-term asset class risk/return expectations, since the obligations are long term in nature. The company believes the foreign pension plans' assets, which are managed locally by professional investment firms, are well diversified.

The expected long-term rates of return on foreign plans' assets, which range from 2.2% to 6.9% as of 2022 year end, reflect management's expectations of long-term average rates of return on funds invested to provide benefits included in the plans' projected benefit obligation. The expected returns are based on outlooks for inflation, fixed income returns and equity returns, asset allocations and investment strategies. Differences between actual and expected returns on foreign pension plans' assets are recorded as an actuarial gain or loss and amortized accordingly.

Snap-on's foreign pension plans' target allocation and actual weighted-average asset allocation by asset category and fair value of plan assets as of 2022 and 2021 year end are as follows:

	Target	2022	2021
Asset category:			
Equity securities*	40%	40%	43%
Debt securities* and cash and cash equivalents	49%	49%	45%
Insurance contracts and hedge funds	11%	11%	12%
Total	100%	100%	100%
Fair value of plan assets *(Amounts in millions)*		$166.8	$246.2

* Includes commingled funds - multi-strategy

The following is a summary, by asset category, of the fair value and the level within the fair value hierarchy of Snap-on's foreign pension plans' assets as of 2022 year end:

(Amounts in millions)	Quoted Prices for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Investments Measured at NAV	Total
Asset category:				
Cash and cash equivalents	$ 0.5	$ —	$ —	$ 0.5
Commingled funds – multi-strategy	—	—	113.4	113.4
Debt securities:				
Government	11.6	—	—	11.6
Corporate bonds	—	23.1	—	23.1
Insurance contracts	—	18.2	—	18.2
Total	$ 12.1	$ 41.3	$ 113.4	$ 166.8

The following is a summary, by asset category, of the fair value and the level within the fair value hierarchy of Snap-on's foreign pension plans' assets as of 2021 year end:

(Amounts in millions)	Quoted Prices for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Investments Measured at NAV	Total
Asset category:				
Cash and cash equivalents	$ 1.8	$ —	$ —	$ 1.8
Commingled funds – multi-strategy	—	—	172.5	172.5
Debt securities:				
Government	13.9	—	—	13.9
Corporate bonds	—	28.1	—	28.1
Insurance contracts	—	29.9	—	29.9
Total	$ 15.7	$ 58.0	$ 172.5	$ 246.2

Snap-on has several 401(k) plans covering certain U.S. employees. Snap-on's employer match to the 401(k) plans is made with cash contributions. For 2022, 2021 and 2020, Snap-on recognized $11.8 million, $11.3 million and $10.3 million, respectively, of expense related to its 401(k) plans.

Note 13: Postretirement Plans

Snap-on provides health care benefits for certain retired U.S. employees. For comprehensive major medical plans since 1989, benefits are paid based on deductibles and percentages of covered expenses. Plan provisions allow for benefit and coverage changes. Most retirees are required to pay the entire cost of the coverage, but Snap-on may elect to subsidize the cost of coverage under certain circumstances. Additionally, certain eligible retirees have been provided with an account for the reimbursement of qualifying medical expenses during retirement. Upon achieving specific age and service requirements, certain active associates are eligible for this account upon retirement from the company.

Employees retiring prior to 1989 were eligible for retiree medical coverage upon reaching early retirement age, with no retiree contributions required. Benefits are paid based on deductibles and percentages of covered expenses and take into consideration payments made by Medicare and other insurance coverage.

Snap-on has a Voluntary Employees Beneficiary Association ("VEBA") trust for the funding of existing postretirement health care benefits for certain union retirees in the United States; all other retiree health care plans are unfunded.

The status of Snap-on's U.S. postretirement health care plans as of 2022 and 2021 year end is as follows:

(Amounts in millions)	2022	2021
Change in accumulated postretirement benefit obligation:		
Benefit obligation at beginning of year	$ 47.5	$ 50.6
Interest cost	1.2	1.1
Plan participant contributions	0.2	0.2
Benefits paid	(3.8)	(3.6)
Actuarial gain	(7.8)	(0.8)
Benefit obligation at end of year	$ 37.3	$ 47.5
Change in plan assets:		
Fair value of plan assets at beginning of year	$ 13.7	$ 13.3
Actual gain (loss) on plan assets	(1.7)	1.1
Employer contributions	2.8	2.7
Plan participant contributions	0.2	0.2
Benefits paid	(3.8)	(3.6)
Fair value of plan assets at end of year	$ 11.2	$ 13.7
Unfunded status at end of year	$ (26.1)	$ (33.8)

Amounts recognized in the Consolidated Balance Sheets as of 2022 and 2021 year end are as follows:

(Amounts in millions)	2022	2021
Accrued benefits	$ (2.7)	$ (2.7)
Retiree health care benefits	(23.4)	(31.1)
Net liability	$ (26.1)	$ (33.8)

Amounts included in Accumulated OCI on the accompanying Consolidated Balance Sheets as of 2022 and 2021 year end are as follows:

(Amounts in millions)	2022	2021
Net gain, net of tax of $2.2 million and $0.8 million, respectively	$ 6.4	$ 2.3

The components of net periodic benefit cost and changes recognized in OCI are as follows:

(Amounts in millions)	2022	2021	2020
Net periodic benefit cost:			
Interest cost	$ 1.2	$ 1.1	$ 1.5
Expected return on plan assets	(0.6)	(0.6)	(0.6)
Net periodic benefit cost	$ 0.6	$ 0.5	$ 0.9
Changes in benefit obligations recognized in OCI, net of tax:			
Net (gain) loss	$ (4.1)	$ (1.0)	$ 1.9

The components of net periodic postretirement health care cost, other than the service cost component, are included in "Other income (expense) - net" on the accompanying Consolidated Statements of Earnings. See Note 18 for additional information on Other income (expense) - net.

The weighted-average discount rate used to determine Snap-on's postretirement health care expense is as follows:

	2022	2021	2020
Discount rate	2.7%	2.3%	3.1%

The weighted-average discount rate used to determine Snap-on's accumulated benefit obligation is as follows:

	2022	2021
Discount rate	5.3%	2.7%

The methodology for selecting the year-end 2022 and 2021 weighted-average discount rate for the company's domestic postretirement plans was to match the plans' yearly projected cash flows for benefits and service costs to those of hypothetical bond portfolios using high-quality, AA rated or better, corporate bonds from either Moody's Investors Service or Standard & Poor's credit rating agencies available at the measurement date. As a practical expedient, Snap-on uses the calendar year end as the measurement date for its plans.

For 2023, the actuarial calculations assume a pre-65 health care cost trend rate of 6.1% and a post-65 health care cost trend rate of 6.0%, both decreasing gradually to 4.0% in 2046 and thereafter.

The following benefit payments, which reflect expected future service, are expected to be paid as follows:

(Amounts in millions)	Amount
Year:	
2023	$ 3.4
2024	3.4
2025	3.5
2026	3.5
2027	3.5
2028-2032	17.3

The objective of the VEBA trust is to achieve net of expense returns that meet or exceed the 5.8% long-term return on plan assets assumption used for reporting purposes. Investments are diversified to attempt to minimize the risk of large losses. Since asset allocation is a key determinant of expected investment returns, assets are periodically rebalanced to the targeted allocation to correct significant deviations from the asset allocation policy that are caused by market fluctuations and cash flow.

The basis for determining the overall expected long-term return on plan assets assumption is a nominal returns forecasting method. For each asset class, future returns are estimated by identifying the premium of riskier asset classes over lower risk alternatives. The methodology constructs expected returns using a "building block" approach to the individual components of total return. These forecasts are stated in both nominal and real (after inflation) terms. This process first considers the long-term historical return premium based on the longest set of data available for each asset class. These premiums, which are calculated using the geometric mean, are then adjusted based on current relative valuation levels and macro-economic conditions. The asset return assumption is also adjusted by an implicit expense load for estimated administrative and investment-related expenses.

Snap-on's VEBA plan target allocation and actual weighted-average asset allocation by asset category and fair value of plan assets as of 2022 and 2021 year end are as follows:

	Target	2022	2021
Asset category:			
Debt securities and cash and cash equivalents	46%	48%	44%
Equity securities	29%	29%	34%
Hedge funds	25%	23%	22%
Total	100%	100%	100%
Fair value of plan assets *(Amounts in millions)*		$11.2	$13.7

The fair value measurement hierarchy prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority (Level 1) to unadjusted quoted prices in active markets for identical assets and liabilities and the lowest priority (Level 3) to unobservable inputs. Fair value measurements primarily based on observable market information are given a Level 2 priority.

Debt securities are valued at quoted per share or unit market prices for which an official close or last trade pricing on an active exchange is available and are categorized as Level 1 in the fair value hierarchy.

Equity securities are valued at the NAV per share or unit multiplied by the number of shares or units held as of the measurement date, as reported by the fund managers. The share or unit price is quoted on a private market and is based on the value of the underlying investments, which are primarily based on observable inputs; such investments that are measured at fair value using the NAV per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy.

Hedge funds are stated at the NAV per share or unit (based on the estimated fair market value of the underlying investments) multiplied by the number of shares or units held as of the measurement date, as reported by the fund managers. These investments are measured at fair value using the NAV per share (or its equivalent) practical expedient and have not been classified in the fair value hierarchy.

The company regularly reviews fund performance directly with its investment advisor and the fund managers, and performs qualitative analysis to corroborate the reasonableness of the reported NAVs. For funds for which the company did not receive a year-end NAV, the company recorded an estimate of the change in fair value for the latest period based on return estimates and other fund activity obtained from the fund managers.

The columns labeled "Investments Measured at NAV" in the following tables are measured at fair value using the NAV per share (or its equivalent) practical expedient and have not been categorized in the fair value hierarchy. The fair value amounts presented in these tables are intended to permit a reconciliation of the fair value hierarchy to the VEBA plan assets.

The following is a summary, by asset category, of the fair value and the level within the fair value hierarchy of the VEBA plan assets as of 2022 year end:

(Amounts in millions)	Quoted Prices for Identical Assets (Level 1)	Investments Measured at NAV	Total
Asset category:			
Cash and cash equivalents	$ 0.4	$ —	$ 0.4
Debt securities	4.9	—	4.9
Equity securities	—	3.3	3.3
Hedge fund	—	2.6	2.6
Total	$ 5.3	$ 5.9	$ 11.2

The following is a summary, by asset category, of the fair value and the level within the fair value hierarchy of the VEBA plan assets as of 2021 year end:

(Amounts in millions)	Quoted Prices for Identical Assets (Level 1)	Investments Measured at NAV	Total
Asset category:			
Cash and cash equivalents	$ 0.3	$ —	$ 0.3
Debt securities	5.8	—	5.8
Equity securities	—	4.6	4.6
Hedge fund	—	3.0	3.0
Total	$ 6.1	$ 7.6	$ 13.7

Note 14: Stock-based Compensation and Other Stock Plans

The 2011 Incentive Stock and Awards Plan (the "2011 Plan") provides for the grant of stock options, performance share units ("PSUs"), stock appreciation rights ("SARs") and restricted stock awards (which may be designated as "restricted stock units" or "RSUs"). As of 2022 year end, the 2011 Plan had 3,122,593 shares available for future grants. The company uses treasury stock to deliver shares under the 2011 Plan.

Net stock-based compensation expense was $34.0 million in 2022, $41.4 million in 2021 and $19.5 million in 2020. Cash received from stock purchase and option plan exercises was $55.0 million in 2022, $162.4 million in 2021 and $55.8 million in 2020. The tax benefit realized from both the exercise and vesting of share-based payment arrangements was $10.7 million in 2022, $18.2 million in 2021 and $8.2 million in 2020.

Stock options: Stock options are granted with an exercise price equal to the market value of a share of Snap-on's common stock on the date of grant and have a contractual term of 10 years. Stock option grants vest ratably on the first, second and third anniversaries of the date of grant.

The fair value of each stock option award is estimated on the date of grant using the Black-Scholes valuation model. The company uses historical data regarding stock option exercise and forfeiture behaviors for different participating groups to estimate the period of time that options granted are expected to be outstanding. Expected volatility is based on the historical volatility of the company's stock for the length of time corresponding to the expected term of the option. The expected dividend yield is based on the expected annual dividend as a percentage of the market value of our common stock as of the date of grant. The risk-free interest rate is based on the U.S. treasury yield curve on the grant date for the expected term of the option.

The following weighted-average assumptions were used in calculating the fair value of stock options granted during 2022, 2021 and 2020, using the Black-Scholes valuation model:

	2022	2021	2020
Expected term of option *(in years)*	5.14	5.33	5.53
Expected volatility factor	22.61%	21.80%	21.67%
Expected dividend yield	2.68%	2.59%	2.78%
Risk-free interest rate	2.00%	0.67%	1.50%

A summary of stock option activity during 2022 is presented below:

	Shares *(in thousands)*	Exercise Price per Share*	Remaining Contractual Term* *(in years)*	Aggregate Intrinsic Value *(in millions)*
Outstanding at beginning of year	2,432	$ 151.32		
Granted	289	211.41		
Exercised	(350)	119.84		
Forfeited or expired	(22)	186.16		
Outstanding at end of year	2,349	163.07	5.5	$ 153.7
Exercisable at end of year	1,722	152.58	4.4	130.7

* Weighted-average

The weighted-average grant date fair value of options granted was $34.35 in 2022, $26.19 in 2021 and $22.95 in 2020. The intrinsic value of options exercised was $37.5 million in 2022, $76.1 million in 2021 and $26.0 million in 2020. The fair value of stock options vested was $10.5 million in 2022, $12.5 million in 2021 and $14.6 million in 2020.

As of 2022 year end, there was $10.2 million of unrecognized compensation cost related to non-vested stock options that is expected to be recognized as a charge to earnings over a weighted-average period of 1.3 years.

Performance share units: PSUs are earned and expensed using the fair value of the award over a contractual term of three years based on the company's performance. Vesting of the PSUs is dependent upon performance relative to pre-defined goals for revenue growth and return on net assets for the applicable performance period. For performance achieved above specified levels, the recipient may earn additional shares of stock, not to exceed 100% of the number of performance awards initially granted. The PSUs have a three-year performance period based on the results of the consolidated financial metrics of the company.

The fair value of PSUs is calculated using the market value of a share of Snap-on's common stock on the date of grant and assumed forfeitures based on recent historical experience; in recent years, forfeitures have not been significant. The weighted-average grant date fair value of PSUs granted during 2022, 2021 and 2020, was $211.67, $183.13 and $155.34, respectively. Earned PSUs totaled 61,839 shares as of the 2022 year end and 46,343 as of the 2021 year end. There were no earned PSUs as of the 2020 year end. Earned PSUs vest and are generally paid out following the conclusion of the applicable performance period upon approval by the Organization and Executive Compensation Committee of the company's Board of Directors (the "Board"). PSUs related to 46,217 shares and 21,183 shares were paid out in 2022 and 2020, respectively. There were no PSUs paid out in 2021.

Changes to the company's non-vested PSUs in 2022 are as follows:

	Shares *(in thousands)*	Fair Value Price per Share*
Non-vested PSUs at beginning of year	183	$ 178.60
Granted	62	211.67
Performance assumption change **	21	185.41
Vested	(62)	155.34
Cancellations and other	(5)	190.55
Non-vested PSUs at end of year	199	196.51

* Weighted-average

** Reflects the number of PSUs above target levels based on performance metrics.

As of 2022 year end, there was $17.3 million of unrecognized compensation cost related to non-vested PSUs that is expected to be recognized as a charge to earnings over a weighted-average period of 1.3 years.

Restricted stock units: Time-based RSUs are earned and expensed using the fair value of the award over the contractual term of three years. Vesting of the time-based RSUs is dependent upon continued employment for the 3-year cliff vesting period. Prior to 2021, the company granted performance-based RSUs with a one-year performance period followed by a two-year cliff vesting schedule.

The fair value of RSUs is calculated using the market value of a share of Snap-on's common stock on the date of grant and assumed forfeitures based on recent historical experience; in recent years, forfeitures have not been significant. The weighted-average grant date fair value of RSUs granted during 2022, 2021 and 2020, was $211.67, $189.89 and $155.34, respectively. In fiscal 2022, 28,050 time-based RSUs were granted; assuming continued employment, these RSUs will vest at the end of the 3-year cliff vesting period. In fiscal 2021, 32,265 time-based RSUs were granted; assuming continued employment, these RSUs will vest at the end of the 3-year cliff vesting period. In fiscal 2020, performance-based RSUs were granted, but based on the company's 2020 performance, none of the RSUs granted were earned.

Changes to the company's non-vested RSUs in 2022 are as follows:

	Shares *(in thousands)*	Fair Value Price per Share*
Non-vested RSUs at beginning of year	32	$ 189.89
Granted	28	211.67
Vested	(1)	189.89
Cancellations and other	(1)	198.29
Non-vested RSUs at end of year	58	200.16

* Weighted-average

As of 2022 year end, there was $6.2 million of unrecognized compensation cost related to non-vested RSUs that is expected to be recognized as a charge to earnings over a weighted-average period of 1.5 years.

Stock appreciation rights: The company also issues stock-settled and cash-settled SARs to certain key non-U.S. employees. SARs have a contractual term of 10 years and vest ratably on the first, second and third anniversaries of the date of grant. SARs are granted with an exercise price equal to the market value of a share of Snap-on's common stock on the date of grant.

Stock-settled SARs are accounted for as equity instruments and provide for the issuance of Snap-on common stock equal to the amount by which the company's stock has appreciated over the exercise price. Stock-settled SARs have an effect on dilutive shares and shares outstanding as any appreciation of Snap-on's common stock value over the exercise price will be settled in shares of common stock. Cash-settled SARs provide for the cash payment of the excess of the fair market value of Snap-on's common stock price on the date of exercise over the grant price. Cash-settled SARs have no effect on dilutive shares or shares outstanding as any appreciation of Snap-on's common stock over the grant price is paid in cash and not in common stock.

The fair value of stock-settled SARs is estimated on the date of grant using the Black-Scholes valuation model. The fair value of cash-settled SARs is revalued (mark-to-market) each reporting period using the Black-Scholes valuation model based on Snap-on's period-end stock price. The company uses historical data regarding SARs exercise and forfeiture behaviors for different participating groups to estimate the expected term of the SARs granted based on the period of time that similar instruments granted are expected to be outstanding. Expected volatility is based on the historical volatility of the company's stock for the length of time corresponding to the expected term of the SARs. The expected dividend yield is based on the expected annual dividend as a percentage of the market value of our common stock as of the date of grant (for stock-settled SARs) or reporting date (for cash-settled SARs). The risk-free interest rate is based on the U.S. treasury yield curve in effect as of the grant date (for stock-settled SARs) or reporting date (for cash-settled SARs) for the length of time corresponding to the expected term of the SARs.

The following weighted-average assumptions were used in calculating the fair value of stock-settled SARs granted during 2022, 2021 and 2020, using the Black-Scholes valuation model:

	2022	2021	2020
Expected term of stock-settled SARs *(in years)*	4.02	3.94	3.75
Expected volatility factor	23.09%	22.50%	22.50%
Expected dividend yield	2.68%	2.59%	2.78%
Risk-free interest rate	1.96%	0.19%	1.42%

Changes to the company's stock-settled SARs in 2022 are as follows:

	Stock-settled SARs *(in thousands)*	Exercise Price per Share*	Remaining Contractual Term* *(in years)*	Aggregate Intrinsic Value *(in millions)*
Outstanding at beginning of year	397	$ 160.09		
Granted	75	211.67		
Exercised	(23)	149.46		
Forfeited or expired	(64)	163.93		
Outstanding at end of year	385	170.11	6.3	$ 22.5
Exercisable at end of year	238	155.31	5.0	17.4

* Weighted-average

The weighted-average grant date fair value of stock-settled SARs granted was $32.63 in 2022, $24.05 in 2021 and $21.31 in 2020. The intrinsic value of stock-settled SARs exercised was $1.7 million in 2022, $3.1 million in 2021 and $0.4 million in 2020. The fair value of stock-settled SARs vested was $2.0 million in 2022, $2.1 million in 2021 and $2.3 million in 2020.

As of 2022 year end, there was $2.4 million of unrecognized compensation cost related to non-vested stock-settled SARs that is expected to be recognized as a charge to earnings over a weighted-average period of 1.4 years.

The following weighted-average assumptions were used in calculating the fair value of cash-settled SARs granted during 2022, 2021 and 2020, using the Black-Scholes valuation model:

	2022	2021	2020
Expected term of cash-settled SARs *(in years)*	3.10	3.09	3.00
Expected volatility factor	23.67%	22.49%	34.58%
Expected dividend yield	2.84%	2.64%	2.87%
Risk-free interest rate	4.22%	0.97%	0.17%

The intrinsic value of cash-settled SARs exercised was $0.6 million in 2022, $0.6 million in 2021 and $1.0 million in 2020. The fair value of cash-settled SARs vested during 2022, 2021 and 2020 was $0.1 million, $0.1 million and zero, respectively.

Changes to the company's non-vested cash-settled SARs in 2022 are as follows:

	Cash-settled SARs *(in thousands)*	Fair Value Price per Share*
Non-vested cash-settled SARs at beginning of year	2	$ 47.13
Granted	1	45.62
Vested	(1)	67.80
Non-vested cash-settled SARs at end of year	2	53.24

* Weighted-average

As of 2022 year end, there was $0.1 million of unrecognized compensation cost related to non-vested cash-settled SARs that is expected to be recognized as a charge to earnings over a weighted-average period of 1.4 years.

Restricted stock awards – non-employee directors: The company awarded 6,525 shares, 6,858 shares and 7,380 shares of restricted stock to non-employee directors in 2022, 2021 and 2020, respectively. The fair value of the restricted stock awards is expensed over a one-year vesting period based on the fair value on the date of grant. All restrictions for the restricted stock generally lapse upon the earlier of the first anniversary of the grant date, the recipient's death or disability or in the event of a change in control, as defined in the 2011 Plan. If termination of the recipient's service occurs prior to the first anniversary of the grant date for any reason other than death or disability, the shares of restricted stock would be forfeited, unless otherwise determined by the Board.

Directors' fee plan: Under the Directors' 1993 Fee Plan, as amended, non-employee directors may elect to receive up to 100% of their fees and retainer in shares of Snap-on's common stock. Directors may elect to defer receipt of all or part of these shares. For 2022, 2021 and 2020, issuances under the Directors' Fee Plan totaled 621 shares, 1,235 shares and 1,836 shares, respectively, of which 309 shares, 922 shares and 1,364 shares, respectively, were deferred. As of 2022 year end, shares reserved for issuance to directors under this plan totaled 195,730 shares.

Employee stock purchase plan: Substantially all Snap-on employees in the United States and Canada are eligible to participate in an employee stock purchase plan. The purchase price of the company's common stock to participants is the lesser of the mean of the high and low price of the stock on the beginning date (May 15) or ending date (the following May 14) of each plan year. The company records compensation expense when Snap-on's period-end stock price is greater than the plan purchase price. For 2022, 2021 and 2020, issuances under this plan totaled 18,452 shares, 82,286 shares and 25,425 shares, respectively. As of 2022 year end, shares reserved for issuance under this plan totaled 578,823 shares and Snap-on held participant contributions of approximately $2.8 million. Participants are able to withdraw from the plan at any time prior to the ending date and receive back all contributions made during the plan year. Compensation expense for plan participants was $0.2 million in 2022, $9.6 million in 2021 and $1.1 million in 2020.

Franchisee stock purchase plan: All franchisees in the United States and Canada are eligible to participate in a franchisee stock purchase plan. The purchase price of the company's common stock to participants is the lesser of the mean of the high and low price of the stock on the beginning date (May 15) or ending date (the following May 14) of each plan year. The company records mark-to-market expense when Snap-on's period-end stock price is greater than the plan purchase price. For 2022, 2021 and 2020, issuances under this plan totaled 44,937 shares, 143,388 shares and 55,980 shares, respectively. As of 2022 year end, shares reserved for issuance under this plan totaled 225,225 shares and Snap-on held participant contributions of approximately $6.3 million. Participants are able to withdraw from the plan at any time prior to the ending date and generally receive back all contributions made during the plan year. The company recognized mark-to-market expense of $0.4 million in 2022, $16.7 million in 2021, and $1.9 million in 2020.

Note 15: Capital Stock

Snap-on has undertaken repurchases of Snap-on common stock from time to time to offset dilution created by shares issued for employee and franchisee stock purchase plans, stock awards and other corporate purposes, as well as when the company believes market conditions are favorable. Snap-on repurchased 899,000 shares, 1,943,900 shares and 1,109,000 shares in 2022, 2021 and 2020, respectively. As of 2022 year end, Snap-on has remaining availability to repurchase up to an additional $362.4 million in common stock pursuant to Board authorizations. The purchase of Snap-on common stock is at the company's discretion, subject to prevailing financial and market conditions.

Cash dividends paid in 2022, 2021 and 2020 totaled $313.1 million, $275.8 million and $243.3 million, respectively. Cash dividends per share in 2022, 2021 and 2020 were $5.88, $5.11 and $4.47, respectively. On February 9, 2023, the company's Board declared a quarterly dividend of $1.62 per share, payable on March 10, 2023, to shareholders of record on February 23, 2023.

Note 16: Commitments and Contingencies

Snap-on provides product warranties for specific product lines and accrues for estimated future warranty cost in the period in which the sale is recorded. Snap-on calculates its accrual requirements based on historic warranty loss experience that is periodically adjusted for recent actual experience, including the timing of claims during the warranty period and actual costs incurred. Snap-on's product warranty accrual activity for 2022, 2021 and 2020 is as follows:

(Amounts in millions)	2022	2021	2020
Warranty accrual:			
Beginning of year	$ 17.3	$ 17.6	$ 17.3
Additions	9.8	13.7	13.9
Usage	(12.8)	(14.0)	(13.6)
End of year	$ 14.3	$ 17.3	$ 17.6

Approximately 2,600 employees, or 20% of Snap-on's worldwide workforce, are represented by unions and/or covered under collective bargaining agreements. The number of covered union employees whose contracts expire over the next five years approximates 1,600 employees in 2023, 825 employees in 2024, and 175 employees in 2025; there are no contracts currently scheduled to expire in 2026 or 2027. In recent years, Snap-on has not experienced any significant work slowdowns, stoppages or other labor disruptions.

In the ordinary course of our business, Snap-on is subject to legal disputes that are litigated and/or settled. Although it is not possible to predict the outcome of legal matters, management believes that the results of all legal matters will not have a material impact on Snap-on's consolidated financial position, results of operations or cash flows.

Note 17: Leases

Lessee accounting: Snap-on determines if an arrangement is a lease at inception. Snap-on has operating and finance leases for manufacturing plants, distribution centers, software development facilities, financial services offices, data centers, company store vans and certain equipment. Snap-on's leases have lease terms of one year to 20 years and some include options to extend and/or terminate the lease. The exercise of lease renewal options is at the company's sole discretion. Certain leases also include options to purchase the leased property. When deemed reasonably certain of exercise, the renewal and purchase options are included in the determination of the lease term and lease payment obligation, respectively. The depreciable life of assets and leasehold improvements are limited to the expected term, unless there is a transfer of title or purchase option reasonably certain of exercise. The company's lease agreements do not contain any material variable lease payments, material residual value guarantees or any material restrictive covenants.

Right-of-use ("ROU") assets represent Snap-on's right to use an underlying asset for the lease term and lease liabilities represent the obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at commencement date of the lease based on the present value of lease payments over the lease term. When readily determinable, Snap-on uses the implicit rate in determining the present value of lease payments. When leases do not provide an implicit rate, Snap-on uses its country specific incremental borrowing rate based on the information available at the lease commencement date, including the lease term. The operating lease ROU asset also includes any lease payments made and excludes lease incentives. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

Snap-on has lease agreements with lease and non-lease components, which are generally accounted for separately. For all equipment leases, including vehicles, Snap-on accounts for the lease and non-lease components as a single lease component.

Total lease costs for 2022, 2021 and 2020 consist of the following:

(Amounts in millions)	2022	2021	2020
Finance lease costs:			
Amortization of ROU assets	$ 1.5	$ 1.7	$ 1.7
Interest on lease liabilities	0.2	0.3	0.4
Operating lease costs*	24.3	25.4	24.6
Total lease costs	$ 26.0	$ 27.4	$ 26.7

* Includes short-term leases, variable lease costs and sublease income, which are immaterial.

Supplemental cash flow information related to leases in 2022, 2021 and 2020 is as follows:

(Amounts in millions)	2022	2021	2020
Cash paid for amounts included in the measurement of lease liabilities:			
Financing cash flows from finance leases	$ 2.4	$ 3.1	$ 3.4
Operating cash flows from finance leases	0.2	0.3	0.4
Operating cash flows from operating leases	22.2	23.5	23.1
ROU assets obtained in exchange for new lease obligations:			
Finance lease liabilities	$ 0.2	$ 0.3	$ 0.4
Operating lease liabilities	33.5	23.4	15.2

Supplemental balance sheet information related to leases in 2022 and 2021 is as follows:

(Amounts in millions)	2022	2021
Finance leases:		
Property and equipment - gross	$ 19.4	$ 22.3
Accumulated depreciation and amortization	(16.4)	(17.4)
Property and equipment - net	$ 3.0	$ 4.9
Other accrued liabilities	$ 2.0	$ 2.4
Other long-term liabilities	1.9	4.5
Total finance lease liabilities	$ 3.9	$ 6.9
Operating leases:		
Operating lease right-of-use assets	$ 61.5	$ 51.9
Other accrued liabilities	$ 19.4	$ 19.6
Operating lease liabilities	44.7	34.2
Total operating lease liabilities	$ 64.1	$ 53.8

Weighted-average lease terms and discount rates in 2022 and 2021 are as follows:

	2022	2021	2020
Weighted-average remaining lease terms:			
Finance leases	2.1 years	2.9 years	3.7 years
Operating leases	4.0 years	3.3 years	3.3 years
Weighted-average discount rates:			
Finance leases	3.1%	3.1%	3.4%
Operating leases	2.9%	1.9%	2.6%

Maturities of lease liabilities as of December 31, 2022, are as follows:

(Amounts in millions)	Operating Leases	Finance Leases
Year:		
2023	$ 20.8	$ 2.0
2024	17.1	1.6
2025	12.0	0.3
2026	8.7	0.1
2027	5.8	—
2028 and thereafter	3.6	—
Total lease payments	68.0	4.0
Less: amount representing interest	(3.9)	(0.1)
Total lease liabilities	$ 64.1	$ 3.9

In 2022, Snap-on did not have any significant additional operating or finance leases that have not yet commenced.

Lessor accounting: Snap-on's Financial Services business offers its customers lease financing for the lease of tools, diagnostics, and equipment products and to franchisees who require financing for vehicle leases. Snap-on accounts for its financial services leases as sales-type leases. In certain circumstances, the lessee has the option to terminate the lease. In the event of the lessee's deteriorated financial condition or default, Snap-on has the right to terminate the lease. The leases contain an end-of-term purchase option that is generally insignificant and is reasonably certain to be exercised by the lessee.

The company recognizes the net investment in the lease as the present value of the lease payments not yet received plus the present value of the unguaranteed residual value, using the interest rate implicit in the lease. The difference between the undiscounted lease payments received over the lease term and the related net investment in the lease is reported as unearned finance charges. Unearned finance charges are amortized to income over the life of the contract and are included as a component of "Financial services revenue" on the accompanying Consolidated Statements of Earnings.

Sales-type leases are included in both "Finance receivables - net" and "Long-term finance receivables - net" on the accompanying Consolidated Balance Sheets, with lease terms of up to five years. In 2022 and 2021, finance receivables have future minimum lease payments, including unguaranteed residual value, of $5.6 million and $13.1 million, respectively, and unearned finance charges of $0.7 million and $1.8 million, respectively.

Sales-type leases are included in both "Contract receivables - net" and "Long-term contract receivables - net" on the accompanying Consolidated Balance Sheets, with lease terms of up to seven years. In 2022 and 2021, contract receivables have future minimum lease payments, including unguaranteed residual value, of $296.7 million and $293.7 million, respectively, and unearned finance charges of $49.8 million and $49.0 million, respectively.

Future minimum lease payments as of December 31, 2022 are as follows:

(Amounts in millions)	Lease Receivables
Year:	
2023	$ 83.1
2024	72.1
2025	57.5
2026	42.8
2027	27.8
2028 and thereafter	19.0
Total lease payments	302.3
Less: unearned finance charges	(50.5)
Net investment in leases	$ 251.8

See Note 4 for further information on finance and contract receivables.

Note 18: Other Income (Expense) – Net

"Other income (expense) – net" on the accompanying Consolidated Statements of Earnings consists of the following:

(Amounts in millions)	2022	2021	2020
Interest income	$ 13.0	$ 2.1	$ 1.7
Net foreign exchange loss	(7.5)	(1.2)	(3.9)
Net periodic pension and postretirement benefits - non-service	36.1	15.2	10.6
Foreign currency translation loss from sale of equity interest	—	(1.0)	—
Other	0.9	1.4	0.3
Total other income (expense) – net	$ 42.5	$ 16.5	$ 8.7

Note 19: Accumulated Other Comprehensive Income (Loss)

The following is a summary of net changes in Accumulated OCI by component and net of tax for 2022 and 2021:

(Amounts in millions)	Foreign Currency Translation	Cash Flow Hedges	Defined Benefit Pension and Postretirement Plans	Total
Balance at beginning of 2021	$ (74.7)	$ 10.5	$ (301.6)	$ (365.8)
Other comprehensive income (loss) before reclassifications	(69.4)	—	66.5	(2.9)
Amounts reclassified from Accumulated OCI	(1.0)	(1.6)	27.4	24.8
Net other comprehensive income (loss)	(70.4)	(1.6)	93.9	21.9
Balance as of 2021 year end	$ (145.1)	$ 8.9	$ (207.7)	$ (343.9)
Other comprehensive loss before reclassifications	(127.4)	—	(69.0)	(196.4)
Amounts reclassified from Accumulated OCI	—	(1.6)	13.6	12.0
Net other comprehensive loss	(127.4)	(1.6)	(55.4)	(184.4)
Balance as of 2022 year end	$ (272.5)	$ 7.3	$ (263.1)	$ (528.3)

The reclassifications out of Accumulated OCI in 2022 and 2021 are as follows:

	Amounts Reclassified from Accumulated OCI		Statement of Earnings Presentation
(Amounts in millions)	2022	2021	
Foreign currency loss from sale of equity interest:			
Foreign currency	$ —	$ 1.0	Other income (expense) - net
Income tax expense	—	—	Income tax expense
Net of tax	—	1.0	
Gains on cash flow hedges:			
Treasury locks	1.6	1.6	Interest expense
Income tax expense	—	—	Income tax expense
Net of tax	1.6	1.6	
Amortization of net unrecognized losses and prior service credits	(18.1)	(36.4)	See footnote below*
Income tax benefit	4.5	9.0	Income tax expense
Net of tax	(13.6)	(27.4)	
Total reclassifications for the period, net of tax	$ (12.0)	$ (24.8)	

* These Accumulated OCI components are included in the computation of net periodic pension and postretirement health care costs; see Note 12 and Note 13 for further information.

Note 20: Segments

Snap-on's business segments are based on the organization structure used by management for making operating and investment decisions and for assessing performance. Snap-on's reportable business segments are: (i) the Commercial & Industrial Group; (ii) the Snap-on Tools Group; (iii) the Repair Systems & Information Group; and (iv) Financial Services. The Commercial & Industrial Group consists of business operations serving a broad range of industrial and commercial customers worldwide, including customers in the aerospace, natural resources, government and military, power generation, transportation and technical education market segments (collectively, "critical industries"), primarily through direct and distributor channels. The Snap-on Tools Group consists of business operations primarily serving vehicle service and repair technicians through the company's multi-national mobile tool distribution channel. The Repair Systems & Information Group consists of business operations serving other professional vehicle repair customers worldwide, primarily owners and managers of independent repair shops and OEM dealerships, through direct and distributor channels. Financial Services consists of the business operations of Snap-on's finance subsidiaries.

Snap-on evaluates the performance of its operating segments based on segment revenues, including both external and intersegment net sales, and segment operating earnings. Snap-on accounts for intersegment sales and transfers based primarily on standard costs with reasonable mark-ups established between the segments. Identifiable assets by segment are those assets used in the respective reportable segment's operations. Corporate assets consist of cash and cash equivalents (excluding cash held at Financial Services), deferred income taxes and certain other assets. Intersegment amounts are eliminated to arrive at Snap-on's consolidated financial results.

Snap-on does not have any single customer or government that represents 10% or more of its revenues in any of the indicated periods.

Financial Data by Segment:

(Amounts in millions)	2022	2021	2020
Net sales:			
Commercial & Industrial Group	$ 1,399.2	$ 1,406.3	$ 1,234.6
Snap-on Tools Group	2,072.0	1,938.6	1,643.9
Repair Systems & Information Group	1,666.9	1,503.1	1,238.2
Segment net sales	5,138.1	4,848.0	4,116.7
Intersegment eliminations	(645.3)	(596.0)	(524.2)
Total net sales	4,492.8	4,252.0	3,592.5
Financial Services revenue	349.7	349.7	349.7
Total revenues	$ 4,842.5	$ 4,601.7	$ 3,942.2
Operating earnings:			
Commercial & Industrial Group	$ 197.6	$ 209.9	$ 153.7
Snap-on Tools Group	458.7	411.1	267.7
Repair Systems & Information Group	393.3	348.6	298.0
Financial Services	266.0	272.0	248.6
Segment operating earnings	1,315.6	1,241.6	968.0
Corporate	(108.4)	(118.1)	(87.5)
Operating earnings	1,207.2	1,123.5	880.5
Interest expense	(47.1)	(53.1)	(54.0)
Other income (expense) – net	42.5	16.5	8.7
Earnings before income taxes and equity earnings	$ 1,202.6	$ 1,086.9	$ 835.2

(Amounts in millions)	2022	2021
Assets:		
Commercial & Industrial Group	$ 1,245.8	$ 1,209.3
Snap-on Tools Group	912.9	791.4
Repair Systems & Information Group	1,678.1	1,624.3
Financial Services	2,242.7	2,163.6
Total assets from reportable segments	6,079.5	5,788.6
Corporate	972.9	1,039.7
Elimination of intersegment receivables	(79.6)	(68.6)
Total assets	$ 6,972.8	$ 6,759.7

Financial Data by Segment (continued):

(Amounts in millions)	2022	2021	2020
Capital expenditures:			
Commercial & Industrial Group	$ 26.0	$ 24.3	$ 20.3
Snap-on Tools Group	35.0	27.1	24.2
Repair Systems & Information Group	18.3	15.4	14.7
Financial Services	1.1	0.8	0.8
Total from reportable segments	80.4	67.6	60.0
Corporate	3.8	2.5	5.6
Total capital expenditures	$ 84.2	$ 70.1	$ 65.6
Depreciation and amortization:			
Commercial & Industrial Group	$ 26.1	$ 28.2	$ 25.1
Snap-on Tools Group	29.3	31.2	32.7
Repair Systems & Information Group	40.1	40.9	34.6
Financial Services	0.9	0.9	0.7
Total from reportable segments	96.4	101.2	93.1
Corporate	3.8	3.6	3.6
Total depreciation and amortization	$ 100.2	$ 104.8	$ 96.7
Revenues by geographic region:*			
United States	$ 3,465.4	$ 3,153.0	$ 2,772.3
Europe	723.3	808.5	677.5
All other	653.8	640.2	492.4
Total revenues	$ 4,842.5	$ 4,601.7	$ 3,942.2

(Amounts in millions)	2022	2021
Long-lived assets:**		
United States	$ 361.9	$ 342.2
Europe	161.3	171.2
All other	50.9	56.7
Total long-lived assets	$ 574.1	$ 570.1

* Revenues are attributed to countries based on origin of the sale.

** Long-lived assets consist of Property and equipment - net and Operating lease right-of-use assets.

Products and Services: Snap-on derives net sales from a broad line of products and complementary services that are grouped into three categories: (i) tools; (ii) diagnostics, information and management systems; and (iii) equipment. The tools product category includes hand tools, power tools, tool storage products and other similar products. The diagnostics, information and management systems product category includes handheld and computer-based diagnostic products, service and repair information products, diagnostic software solutions, electronic parts catalogs, business management systems and services, point-of-sale systems, integrated systems for vehicle service shops, OEM purchasing facilitation services, and warranty management systems and analytics to help OEM dealerships manage and track performance. The equipment product category includes solutions for the service of vehicles and industrial equipment. Snap-on supports the sale of its diagnostics and vehicle service shop equipment by offering training programs as well as after-sales support for its customers. Through its financial services businesses, Snap-on also derives revenue from various financing programs designed to facilitate the sales of its products and support its franchise business. Further product line information is not presented as it is not practicable to do so.

The following table shows the consolidated net sales and revenues of these product groups in the last three years:

(Amounts in millions)	2022	2021	2020
Net sales:			
Tools	$ 2,399.4	$ 2,343.0	$ 1,984.7
Diagnostics, information and management systems	942.4	892.5	783.8
Equipment	1,151.0	1,016.5	824.0
Total net sales	4,492.8	4,252.0	3,592.5
Financial services revenue	349.7	349.7	349.7
Total revenues	$ 4,842.5	$ 4,601.7	$ 3,942.2

APPENDIX H

GUARANTEE OF SNAP-ON INCORPORATED

For value received, Snap-on Incorporated, located at 2801 80th Street, Kenosha, Wisconsin, 53143 ("Guarantor"), absolutely and unconditionally guarantees to assume the duties and obligations of Snap-on Tools Company LLC ("Franchisor"), located at 2801 80th Street, Kenosha, Wisconsin, 53143, under its franchise registrations or exemptions from registration in the states of California, Hawaii, Illinois, Maryland, Minnesota, North Dakota, Rhode Island, South Dakota, Virginia and Washington, and under its Franchise Agreement identified in its 2023 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations (including exemption filings) and the Franchise Agreements are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by the franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and on its successors and assigns.

The Guarantor signs this guarantee at Kenosha, Wisconsin, this 10 day of February, 2023.

Guarantor:
SNAP-ON INCORPORATED

By: Aldo J. Pagliari
Title: Sr. Vice President – Finance and
Chief Financial Officer

APPENDIX I.1.A

SNAP-ON TOOLS FRANCHISE AGREEMENT

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Exhibit A – List of Calls

SNAP-ON TOOLS FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is made as of the Effective Date stated below, by and between SNAP-ON TOOLS COMPANY LLC, a Delaware limited liability company, whose address is 2801 80th Street, Kenosha, Wisconsin, 53143 ("Snap-on"), and the undersigned Franchisee ("Franchisee").

THE PARTIES AGREE THAT:

In consideration of the agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. Nature and Scope of Agreement; License and List of Calls.

A. Nature and Scope of Agreement. Snap-on, over many years, as a result of the expenditure of time, skill, effort and money, has developed and owns a program for selling and servicing high quality tools and equipment ("Snap-on Program"), as a result of which the Snap-on Program has acquired valuable goodwill and a favorable reputation. The parties agree that this valuable goodwill and favorable reputation belongs to Snap-on and while Franchisee has the benefit of this goodwill and favorable reputation during the term of this Agreement, Franchisee acquires no property rights in such goodwill or reputation, all of which at all times belongs to Snap-on; and

The distinguishing features of the Snap-on Program include, but are not limited to, the name "Snap-on"; the tools and equipment manufactured and/or distributed by Snap-on and made available by Snap-on for resale by its franchisees ("**Products**"); special confidential and proprietary techniques for selling the **Products**; signs, emblems, trade names, trademarks, and service marks; and the Franchise Brand Handbook and other manuals provided to Franchisee by Snap-on; all of which may be changed, improved or further developed from time to time, including during the term of this Agreement; and

Franchisee desires a license from Snap-on to be a Snap-on franchisee; and

Franchisee recognizes the importance to Snap-on, other franchisees, and to the public of maintaining the distinctive standards, qualities and attributes of the **Products** and services identified by the Trademarks (as defined in Section 13 below) associated with the Snap-on Program and is willing to maintain those standards, qualities and attributes in the operation of a Snap-on franchise; and

Franchisee desires to obtain a license to use the Snap-on Program at the List of Calls (as defined in this Section 1 below), subject to the terms and conditions contained in this Agreement. Franchisee acknowledges that Snap-on has, has had and will continue to have the basic right to use and/or license the Snap-on Program as it may exist, in whole or in part, and that this basic right is not being limited or changed by the terms of this Agreement. The parties recognize that over time there may be changes in the manner in which Snap-on, its competitors and the users of its **Products** engage in business, and have recognized and addressed that possibility by explicitly defining the scope of authority granted to Franchisee in this Agreement.

B. License. Snap-on grants Franchisee the right, subject to the conditions and obligations set forth in this Agreement, to use the Snap-on Program, and to purchase **Products** from Snap-on for resale, only to customers and potential customers at those locations (sometimes referred to as "stops") identified in attached Exhibit A ("List of Calls"), as adjusted in accordance with the terms of this Agreement. Subject to the provisions of Sections 1.D., 1.E. and 1.F. and provided Franchisee

is not in default under the terms of this Agreement, Snap-on will not sell, or license others to sell, **Products** at those locations identified on the List of Calls as modified from time to time during the term of this Agreement. Snap-on and Franchisee acknowledge that the most efficient way for Franchisee to service customers is for one franchisee to establish a relationship with his customers and be the only Snap-on franchisee servicing a stop.

Franchisee is not entitled to use the Snap-on Program or sell **Products** at any location not identified on the List of Calls even if the location is adjacent to, or near, a location on Franchisee's List of Calls, or to any customer of Franchisee who moves to a location not identified on the List of Calls.

C. Adjustments to List of Calls. If Franchisee desires to use the Snap-on Program or sell **Products** at any location that is open and operational, but not identified on the List of Calls, Franchisee must notify Franchisee's Snap-on field management contact in accordance with the Snap-on Program and request that the additional stop(s) be added to the List of Calls. Snap-on will not unreasonably withhold its consent to add these stop(s) to Franchisee's List of Calls.

Customers of Snap-on franchisees expect high quality service from their franchisees. Accordingly, Snap-on reserves the right to remove a stop or stops from Franchisee's List of Calls if (i) Franchisee fails to service customers and/or solicit potential customers at a stop for a period of thirty (30) days or more; or (ii) Franchisee is no longer permitted to service the stop by the customer or the shop owner. Snap-on will provide Franchisee written notice of an adjustment to Franchisee's List of Calls at least ten (10) days prior to the adjustment taking effect.

Franchisee is responsible for removing a stop if it is no longer open and operational. If Franchisee fails to make the adjustment(s) to its List of Calls, Snap-on may make the adjustment(s) upon written notice retroactive to the date of the stop's closure.

D. National Accounts Program. Snap-on exclusively reserves the right to develop and operate the Snap-on National Accounts Program, through which **Products** are sold and/or distributed to purchasers on a national or regional contract basis. Franchisee will receive a brokerage fee on sales made through the Snap-on National Accounts Program directly to purchasers at a stop identified on Franchisee's List of Calls, according to a commission schedule published from time to time by Snap-on. The policies and procedures pertaining to the Snap-on National Accounts Program are made available to Franchisee and are subject to change from time to time.

E. Industrial Stops. Snap-on exclusively reserves to itself the right to contact and sell, directly or indirectly, **Products** to industrial users, railroads, airlines, manufacturers, central purchasing offices, government installations and institutions, public or private schools (including students at the school), potential customers who require scientific information, special devices, special services and/or technical and engineering data or for whom special procurement procedures are required ("Industrial Stop(s)"). If an Industrial Stop employs professional mechanics who purchase their own tools, Snap-on may, but is not obligated to, include that Industrial Stop on Franchisee's List of Calls only for the purpose of permitting Franchisee to sell **Products** to those mechanics. This is known as a dual stop. The determination whether a stop or customer, in whole or in part, is an Industrial Stop or a dual stop will be made by Snap-on in its reasonable business judgment, and the designation may be modified during the term of this Agreement.

F. Internet Sales. Snap-on reserves the right to operate an internet program, through which **Products** are sold and/or distributed directly to internet purchasers, which may include customers working at stops on the List of Calls who elect to make a purchase from Snap-on through the internet.

G. Surveys. Snap-on may survey customers at stops on Franchisee's List of Calls as Snap-

on, in its reasonable business judgment, believes is necessary or advisable.

H. Reservation of Rights. Snap-on reserves all rights not specifically granted to Franchisee in this Agreement, including the sale of **Products** through any sales channels not expressly granted to Franchisee. Among other things, this Agreement does not limit Snap-on's right or the right of any of its affiliates to use or license the Snap-on Program or to engage in or license any business activity, including, without limitation at any location other than Franchisee's List of Calls, and/or the ownership, operation or franchising of any business selling and servicing high quality tools and equipment under any other trade name, trademark or service mark than the Trademarks at any location.

2. Initial Term. The initial term of this Agreement and the license granted by this Agreement shall be ten (10) years from the Effective Date unless sooner terminated in accordance with Sections 19 or 20 of this Agreement.

3. Renewal. Franchisee may, at Franchisee's option, renew this Agreement for one additional term of five (5) years, subject to the following Conditions of Renewal which must be met prior to renewal:

A. Conditions of Renewal.

(1) Franchisee gives Snap-on written notice of Franchisee's intention to renew not less than nine (9) months nor more than twelve (12) months prior to the end of the initial term;

(2) Franchisee meets the standards for new franchisees in effect at the time of such notice of intent to renew and refurbishes or replaces the franchise van if necessary in the reasonable business judgment of Snap-on;

(3) Franchisee is not in default under this Agreement, any amendment to this Agreement, or any other agreement between Franchisee and Snap-on or its subsidiaries and affiliates, and Franchisee remains in compliance with all material terms and conditions of such agreements through the expiration date of the expiring term;

(4) Franchisee satisfies all monetary obligations Franchisee owes to Snap-on, Snap-on Credit LLC ("Snap-on Credit"), and their subsidiaries and affiliates;

(5) Franchisee executes Snap-on's then-current form of Franchise Agreement. The terms of the renewal Franchise Agreement may differ from the terms of this Agreement, including a higher Monthly License Fee. Franchisee acknowledges that the then-current form of Franchise Agreement will be amended to provide for a renewal term of five (5) years; and otherwise to be appropriate for a renewal franchise;

(6) Franchisee and each of its owners executes a general release, in a form satisfactory to Snap-on, of any and all claims against Snap-on and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements with Snap-on, Snap-on Credit, their subsidiaries and affiliates, but excluding any claims the release of which are prohibited by applicable law; and

(7) Franchisee pays Snap-on a renewal fee in an amount that is 50% of the then-current Initial License Fee.

B. Statutory Limitations. If applicable law or regulation requires a standard of renewal that is different from that set forth in this Section 3., this Agreement is amended to conform to the minimum standard required by such applicable law or regulation. Snap-on intends to deliver any required additional notice, and this Agreement will remain in effect on a month-to-month basis only until Franchisee has received such required additional notice.

C. Continuation Term. If Franchisee continues to operate the franchised business with Snap-on's express or implied consent following the expiration of the initial term or the renewal term, as the case may be, the continuation will be a month-to-month extension of this Agreement, unless otherwise agreed in writing ("Continuation Term"). All provisions of this Agreement will apply while Franchisee continues to operate the franchised business during the Continuation Term. The Continuation Term of this Agreement will then be terminable by either party on thirty (30) days' prior written notice to the other party.

4. License Fees.

A. Initial License Fee. Franchisee has paid Snap-on an Initial License Fee of Sixteen Thousand Dollars ($16,000) to become a Franchisee. The Initial License Fee was paid in consideration of Snap-on initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason.

B. Monthly License Fee. In addition to all other amounts to be paid by Franchisee to Snap-on, Franchisee will pay Snap-on a Monthly License Fee of One Hundred Forty-Five Dollars ($145.00). Snap-on will have the right to increase the Monthly License Fee once each calendar year by an amount up to the lesser of either Fifty Dollars ($50.00) or twenty-five percent (25%) of the then current Monthly License Fee. Snap-on will advise Franchisee of any increase in the Monthly License Fee, and the increased Monthly License Fee will be payable upon Franchisee's receipt of an invoice from Snap-on for the increased Monthly License Fee. Snap-on may advise Franchisee of any increase in any written form, including without limitation, electronically through Franchisee's snapon.com email address.

5. Franchise Brand Handbook. Franchisee acknowledges that Franchisee is receiving access to the Franchise Brand Handbook ("Brand Handbook") which is provided in electronic format (via a posting on a Snap-on sponsored intranet site) or other method of delivery. Franchisee agrees to ensure that the Brand Handbook is kept confidential and Franchisee keeps up-to-date with all modifications provided by Snap-on, agrees not to reproduce the Brand Handbook or any part of it, and agrees not to disclose the contents of the Brand Handbook to anyone other than Franchisee's employees or use it for any other purpose than to operate the franchised business pursuant to this Agreement. Snap-on (and its subsidiaries or affiliates, as applicable) will make available to Franchisee in a format or formats designated by Snap-on periodic updates, additions, and deletions to the Brand Handbook. Upon termination of this Agreement, Franchisee will return to Snap-on all print copies and delete all electronic copies of Brand Handbook and other manuals Franchisee has received and/or copied.

6. Modifications and Variations of the Snap-on Program. Snap-on (and its subsidiaries and affiliates), in its reasonable business judgment, will be entitled from time to time to change or modify the Snap-on Program, including, but not limited to, the addition or deletion of **Products**, the adoption and use of new or modified Trademarks or the deletion of Trademarks or copyrighted materials. The Snap-on Program is contained in part in the Brand Handbook and those other materials as Snap-on (or its subsidiaries and affiliates) may provide to Franchisee.

Snap-on and Franchisee acknowledge that the goal of maintaining a competitive Snap-on business involves ongoing expenditures of different types (including but not limited to expense for electronic commerce, replacement and new computer equipment and related hardware, software

and services, as well as periodic van renovation) and may also involve costs incident to changes in operation.

7. Services by Snap-on. During the term of this Agreement and so long as Franchisee is not in default under this Agreement, Snap-on, in the manner it deems appropriate, will make the following services available to Franchisee:

A. Purchase of Products by Franchisee. Franchisee may select and purchase **Products** at Snap-on's suggested list price, less any franchisee discounts in effect when orders are received by Snap-on. The **Products**, suggested prices and available franchisee discounts are subject to change without notice to Franchisee. Snap-on requires that orders from Franchisee be made by electronic communication. All sales of **Products** will be made on Snap-on's standard terms of sale which are in effect at the time of the sale.

Franchisee will pay all amounts due Snap-on through such means and at such time as Snap-on may prescribe in the Snap-on Program. Snap-on currently requires that Franchisee pay amounts due Snap-on by direct debit of Franchisee's bank account. Failure to do so will result in an additional charge to Franchisee as set forth in the Snap-on Program from time to time. Snap-on may change the minimum payment requirement, due date, and method of payment in Snap-on's sole business judgment.

Snap-on is not liable for delays in shipment, or for failure to make any delivery of **Products**, if the **Products** were not shipped because Franchisee has not paid Snap-on for prior amounts due, Franchisee has exceeded or with the order would exceed Franchisee's credit limit, or if Snap-on's reasonable efforts are inadequate to effect delivery of the **Products**. If Snap-on is unable to supply **Products** in quantities ordered, Snap-on has the right to allocate shipments among its franchisees based on any business factor or combination of business factors which it deems appropriate in its reasonable business judgment, such as historical purchasing patterns, franchisee credit worthiness, franchisee needs or other channels of distribution.

Franchisee will not have a claim against Snap-on due to Snap-on's failure to furnish any **Products** due to a lack of **Product** availability.

B. General Assistance. Snap-on will provide Franchisee with information regarding the Snap-on Program, together with suggested business forms and ideas for bookkeeping and operational methods, inventory control methods, product knowledge, and sales and marketing techniques as Snap-on deems appropriate for the operation of a Snap-on franchise, provided that Franchisee is responsible for the day-to-day operation of its franchised business.

C. Training. Snap-on will make available to Franchisee, and Franchisee's principal owner or Franchisee's store manager is required prior to starting business in the franchise to attend Snap-on's Store Management Training program, which conveys the essential information necessary for Franchisee to transact business with Snap-on and Franchisee's customers. No separate charge will be made by Snap-on for this Training. Training for subsequent store managers and principal owners will be charged to Franchisee at the then-current fee.

8. Performance Standards and Uniformity of Operation. Products sold and services performed under Snap-on's Trademarks have a reputation for high quality. This reputation has been developed and maintained by Snap-on, and it is of the utmost importance to Snap-on, Franchisee, and all other franchisees that this reputation be maintained through high quality service to customers in accordance with the Snap-on Program. In recognition of the mutual benefits which come from maintaining the reputation for quality enjoyed by the Snap-on Program, Franchisee will comply with all of the following:

A. General Standards and Specifications. Franchisee shall operate the franchise, render all services, sell **Products** and make all payments due to Snap-on in accordance with the specifications, standards, business practices, policies and procedures of Snap-on now in effect or subsequently published for its franchisees, and comply with all written requirements of the Snap-on Program, including any changes that may be made to it from time to time, including changes during the term of this Agreement.

B. Operation of the Franchise. Franchisee will use Franchisee's best efforts to promote aggressively and develop fully the sales of **Products** at stops on the List of Calls. Franchisee, at all times, will maintain an inventory of **Products** at least in the minimum amount required by the Snap-on Program in order to maximize the sale of **Products** and provide the service expected by Snap-on customers. In order to maximize the sale of **Products**, Snap-on recommends that Franchisee call on every potential customer at stops on the List of Calls at least once a week. Franchisee will refrain from engaging in activities that would conflict with these purposes and shall devote full business attention and efforts to these purposes. Franchisee and employees of the Franchisee will represent the Snap-on brand by acting in a competent, fair, honest, ethical, and courteous manner in accordance with the image and reputation of Snap-on and the Snap-on Program, and maintain a neat and clean appearance.

C. Sales Only to End-user. Franchisee shall sell the **Products** only to customers at locations on the List of Calls and shall not sell or give away the **Products** to any person or entity for resale.

D. Restriction on the Sale of Certain Items. In order to emphasize the Snap-on brand, Franchisee will not sell items of merchandise which are directly competitive with the **Products** that are manufactured by or for Snap-on, except items of merchandise which Franchisee has taken as a trade-in. In addition, Franchisee will refrain from selling items which are inappropriate or inconsistent with a business selling tools and equipment.

E. Franchisee Use of Internet and Mobile Applications. Franchisee will only use the internet, including social media sites such as Facebook, Instagram, SnapChat, and TikTok, commercial sites such as eBay or Craig's List and mobile applications, to advertise **Products** or other items of merchandise to customers at stops on Franchisee's List of Calls. Such internet use is subject to compliance with Section 13 below.

F. Pricing. Franchisee will unilaterally determine the price at which Franchisee will sell the **Products**. In order to assist Franchisee in setting prices, Snap-on regularly provides Franchisee with suggested list prices for the **Products**, but Franchisee is not required to follow Snap-on's suggested prices.

G. Van. Franchisee will lease or purchase a van that complies with specifications contained in the Snap-on Program in effect on the Effective Date of this Agreement. Franchisee will maintain and operate the van in good condition and repair. Franchisee will display the current van decal and logo package as required by Snap-on from time to time in order to protect the Snap-on brand identity. Franchisee will display the inventory in the van in a clean and neat manner to enhance the sale of Products. The van will be used as the primary vehicle when making sales and service calls; however, Franchisee may use additional van(s), trailer(s) or other vehicle(s) as Franchisee elects to use in order to improve service to customers. Such additional vehicle(s) need not meet Snap-on specifications except that any use of the Trademarks on such vehicle(s) must be in accordance with proper trademark usage as set forth in Section 13. If Franchisee replaces its primary van, the van must comply with specifications contained in the Snap-on Program.

H. Technology Package; Electronic Commerce and Communication. Franchisee is required to use a computer, computer components and other content meeting Snap-on's specifications as outlined in the Brand Handbook, and as modified in the Snap-on Program from time to time. Snap-on will initially provide Franchisee, without cost to Franchisee, with a technology package including computer hardware and printer meeting the current specifications of the Snap-on Program.

Franchisee will obtain a license from Snap-on or a source designated by Snap-on, for point of sale software that conforms to specifications contained in the Snap-on Program, as may be modified from time to time.

In order to effectively communicate information and place orders for **Products**, Franchisee must subscribe, at Franchisee's expense, to a reliable internet service provider or other electronic communication provider or service. Snap-on is not liable for any damage to Franchisee including lost profits, delayed orders or the like which are the result of any outage or delay related to electronic transmission of information, whether by the internet or otherwise, or as the result of Franchisee's failure to access the information.

I. Warranties. Franchisee will assist Snap-on in honoring all warranties on the **Products**. Franchisee understands that warranty service for the customer is an important part of the Snap-on Program and that Franchisee will be required to make repairs and arrange for service for customer **Products** without compensation from Snap-on. The cost of warranty services is taken into consideration by Snap-on when setting the franchisee discount on the **Products**. The terms of Snap-on's warranties may be changed by Snap-on from time-to-time in its sole business judgment.

J. Compliance with Law. Franchisee will comply with all laws, ordinances, and regulations affecting the operation of the franchise, including but not limited to all labor and employment laws, ordinances and regulations and all applicable data privacy laws.

K. Taxes and Other Indebtedness. Franchisee will pay when due all taxes levied and assessed, including, without limitation, sales, use, personal property, income and other taxes, including all taxes applicable to Franchisee's employees. Franchisee will pay when due all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the franchise.

9. Security Interest. To secure Franchisee's obligations to Snap-on, including those arising under this Agreement, Franchisee grants Snap-on a security interest in all of the following property of the Franchisee, whether now owned or hereafter acquired, and whether tangible or intangible: inventory, tools, equipment, vans, accounts, contract rights, general intangibles, chattel paper, Revolving Accounts, Extended Credit Contracts, Credit Sale Contracts, Open Accounts, Leases, insurance policies, documents, deposits, all Reserves (including, but not limited to EC Reserve and Business Reserve) or similar types of accounts, trademarks, trade names, customer lists, books, records, catalogues, sales aids, computers and computer programs, and any replacements, substitutions, additions, accessions or proceeds thereof. Franchisee represents and warrants that Snap-on's security interest as described above shall be prior to that of any other creditor. Franchisee understands that Snap-on will make all required UCC filings to perfect Snap-on's security interest in Franchisee's property as set forth in this Section and Franchisee will cooperate with Snap-on to the extent requested by Snap-on to accomplish this perfection. Franchisee authorizes Snap-on to describe the collateral in any financing statement as "all business assets". This statement in any financing statement will not expand or limit the property given as security for the performance of Franchisee's obligations to Snap-on described above. With respect to any funds accounted for or held by Snap-on for the benefit of Franchisee, Snap-on will be entitled to commingle such funds with Snap-on's general funds and to offset against such funds any monies owed Snap-on by Franchisee.

10. Credit Sales.

A. Revolving Accounts. Revolving Account or RA sales are credit sales in which Franchisee extends its own credit to Franchisee's customers. The terms, such as the price, down payment and repayment schedules are determined by the Franchisee and the customer. As provided below, Franchisee may either reject or purchase RAs offered for sale by Snap-on or the franchisee ("Predecessor") who previously sold **Products** to customers at stops on Franchisee's List of Calls ("RA Acquisition"). The RA Acquisition is subject to Franchisee's right, for 45 days from the date Franchisee begins servicing customers in the List of Calls, to advise which of the RAs Franchisee has rejected, unless Franchisee is purchasing the RAs from Predecessor as a transfer franchise, in which case, Franchisee and the Predecessor may agree on the RAs to be purchased, and the 45-day time period to reject some or all of the RAs will be eliminated. Snap-on must be advised of all rejected RAs within the 45 day time period and Predecessor must be advised of the rejected RA within 55 days. Any RAs not rejected by Franchisee within an applicable rejection period will be purchased by Franchisee. In the event Franchisee sells **Products** to a customer (whose RA was offered to Franchisee) within an applicable forty-five (45) day period, Franchisee will be deemed to have agreed to purchase the RA relating to such customer, unless Snap-on and the Predecessor have first been advised that Franchisee has rejected that customer's RA. The purchase price for the RAs will be seventy-five percent (75%) of the balance due on each RA being sold unless otherwise agreed to by the Franchisee and the Predecessor. In addition to RA Acquisition, Franchisee will regularly sell Products to Franchisee's customers on RA.

B. Open Accounts. Snap-on has established, and from time to time may modify or discontinue, a program for extending short term financing for the purchase of **Products** sold to certain businesses located at stops on the Franchisee's List of Calls ("Open Accounts"), as set forth in the Brand Handbook. Snap-on may, in its sole business judgment, accept the assignment of Open Account contracts offered to Snap-on by Franchisee. The parties' obligations with respect to Open Accounts shall be governed by any Snap-on policies regarding such Open Accounts contained in the Snap-on Program from time to time.

11. Advertising by Franchisee. Franchisee is not required to engage in advertising or participate in advertising through an advertising fund. If Franchisee decides to advertise in print or electronically, promotional materials may be purchased from any source. The Trademarks must be used in accordance with the requirements of Section 13 and as set forth in the Snap-on Program. Advertising materials may only be used to advertise to customers and potential customers at stops on Franchisee's List of Calls.

12. Bookkeeping. Franchisee will keep and maintain complete and accurate books and records of Franchisee's business operations.

13. Trademarks. The term "Trademarks" as used in this Agreement refers to all words, symbols, designs, trade names, service marks or combinations thereof used to identify the Snap-on Program and the **Products** sold and services performed in connection with the Snap-on Program whether or not registered with the U.S. Patent and Trademark Office. Franchisee will use the Trademarks only in the manner approved by Snap-on.

Franchisee's right to use the Trademarks is limited to the operation of the franchise and as expressly provided in this Agreement and the Brand Handbook. Franchisee agrees to use the Trademarks in the identification and conduct of Franchisee's franchise business. Franchisee will identify itself as the independent owner of the franchise business in the manner Snap-on prescribes and Franchisee will not include any other trademark or trade name in the identification of the franchise or the conduct of Franchisee's franchise business. Franchisee will not use any Trademark, or any word confusingly similar to a Trademark (as determined by Snap-on), as part of any corporate or trade name or with any prefix, suffix or other modifying words, nicknames, terms, designs or

symbols, or in any modified form (including, without limitation, any local or special adaptations or artistic variations of any of the Trademarks), nor may Franchisee use any Trademark, or any word confusingly similar to a Trademark, in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Snap-on. Franchisee will not use any Trademark or any other word which is confusingly similar to any Trademark (for example, snapon, SnapOn) as an Internet domain name, an electronic mail address, or an Internet web page address, or any part thereof (for example, SnaponNW@nwtools.com, joepublic@snaponnw.com, http://www.toolsNE\Snap-on.html) or as any other identifier in any form of electronic communication and Franchisee must obtain Snap-on's prior written approval prior to any use of the Trademarks in electronic commerce, including but not limited to all forms of electronic or computer communication. Franchisee agrees to display the Trademarks prominently and in the manner Snap-on prescribes on signs, forms and other materials and articles. Further, Franchisee agrees to give such notices of trademark or service mark ownership or registration and copyrights as Snap-on specifies and to obtain such fictitious or assumed name registration as may be required under applicable law. Any and all uses of any of the Trademarks shall be subject to Snap-on's approval. If local laws or ordinances require that Franchisee file an affidavit of doing business under a fictitious name, Franchisee shall include in that filing an indication that the filing is made "as an authorized franchisee of Snap-on Tools Company LLC, Kenosha, Wisconsin." In no event may Franchisee file any record or sign any form indicating Franchisee is "d/b/a Snap-on" or "doing business as Snap-on." Franchisee shall use the symbol ® with all registered trademarks and the symbol ™ with all other trademarks or service marks so as to protect Snap-on's ownership rights.

In the event Snap-on should elect to use a name other than "Snap-on" to identify the Snap-on Program, Snap-on may select another name and the Snap-on Program and this Agreement will be deemed amended to substitute that name. If Snap-on determines, in its sole business judgment, that Franchisee should modify or discontinue use of any Trademark and/or use one or more additional or substitute trademarks or service marks, Franchisee agrees to comply promptly therewith after notice thereof by Snap-on. Franchisee will be responsible for all expenses incurred in modifying or discontinuing the use of a Trademark or substituting therefore a different trademark or service mark, and Snap-on will not be obligated to reimburse Franchisee for any loss of goodwill by the franchise associated with any modified or discontinued Trademark or for any expenditures made by Franchisee to promote a modified or substitute trademark or service mark.

Franchisee agrees that nothing in this Agreement gives Franchisee any right, title or interest in the Trademarks (except the right to use the Trademarks in accordance with the terms of this Agreement); that the Trademarks are the sole property of Snap-on and its affiliates; that Franchisee will not directly or indirectly contest the validity of Snap-on's or its affiliates ownership of the Trademarks (whether during or after the term of this Agreement); and that any and all uses by Franchisee of the Trademarks and the goodwill arising therefrom shall inure exclusively to the benefit of Snap-on and its affiliates. Franchisee agrees that it will not use or register any words, symbols, designs, trade names, service marks or combinations thereof that are confusingly similar to any Trademarks (as determined by Snap-on), but that if it nonetheless does acquire any rights in such confusingly similar words, symbols, designs, trade names, service marks or combinations thereof it will promptly assign the same to Snap-on, upon Snap-on's request, without any compensation.

Franchisee will promptly notify Snap-on in writing of any apparent infringement of or challenge to Franchisee's use of any Trademark, or any claim by any person other than Snap-on or its affiliates of any rights in any Trademark or any similar trade name, trademark or service mark, of which Franchisee becomes aware. Franchisee will not communicate with any person other than Snap-on and its affiliates and their counsel in connection with any such infringement, challenge or claim. Snap-on and its affiliates have the sole discretion to take such action as they deem appropriate (including no action) and the right to control exclusively any litigation, trademark proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise

relating to any Trademark. Franchisee agrees to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of Snap-on's and its affiliates' counsel, be necessary or advisable to protect and maintain Snap-on's and its affiliates' interests in any such litigation, trademark proceeding or other administrative proceeding or otherwise to protect and maintain Snap-on's and its affiliates' interests in the Trademarks.

To the extent Franchisee uses any of the Trademarks in employment-related materials, Franchisee must include a clear disclaimer that Franchisee (and only Franchisee) is the employer of employees at Franchisee's franchise business and that Snap-on, as the franchisor, is not their employer and does not engage in any employer-type activities, which only franchisee are responsible, (including but not limited to employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints and working conditions).

14. Relationship of Parties; Franchisee as Independent Contractor. This Agreement does not create a fiduciary or other special relationship between the parties. Franchisee is an independent contractor with entire control and direction of the franchise and its operations, subject only to the conditions and covenants established by this Agreement. No agency, employment, or partnership is created or implied by the terms of this Agreement and Franchisee is not and will not hold itself out as agent, legal representative, partner, subsidiary, joint venturer or employee of Snap-on (its subsidiaries or affiliates). Franchisee shall be solely responsible for the day-to-day operation of its franchised business, including all of Franchisee's employment decisions, including but not limited to, recruiting, hiring, firing, scheduling, discipline, wages, hours, benefits, etc. and for all matters regarding Franchisee's employees. Franchisee will have no right or power to, and will not bind or obligate Snap-on (its subsidiaries or affiliates) in any way or manner whatsoever, nor represent that Franchisee has any right to do so. Franchisee will not represent, or purport to represent Snap-on in any manner or by any medium without the express prior written approval of Snap-on. The sole relationship between Franchisee and Snap-on (its subsidiaries and affiliates) is a commercial, arms' length business relationship and, except as provided in Section 24, there are no third party beneficiaries to this Agreement. Franchisee's business will be kept totally separate and apart from any that may be operated by Snap-on (its subsidiaries and affiliates).

In all public records, in relationships with other persons, and on letterheads and business forms Franchisee will indicate the independent ownership of the franchise and that Franchisee is solely an "authorized franchisee" of Snap-on. Franchisee will post a sign in a conspicuous location on Franchisee's van to so advise the public.

15. Confidentiality. Franchisee acknowledges that Snap-on owns the Snap-on Program, which includes, but is not limited to, Snap-on's trade secrets, the List of Calls, the Brand Handbook and all other manuals provided to Franchisee by Snap-on. The Snap-on Program is disclosed to Franchisee in confidence and solely for the purpose of enabling Franchisee to operate the franchise, and Franchisee will not disclose any part of it to anyone other than Franchisee's employees in the Snap-on business, Snap-on employees or other Snap-on franchisees or use it for any other purpose than the operation of its franchised business incompliance with this Agreement. Franchisee is responsible for Franchisee's employees maintaining the confidentiality of these materials. Franchisee acknowledges that such disclosure would inflict irreparable injury on Snap-on and that Snap-on will be entitled to obtain injunctive relief in addition to any other legal or equitable remedies it may have upon a breach of this Section 15.

16. Interest. Except as otherwise expressly provided in writing, any and all funds held by Snap-on for the benefit of Franchisee will bear no interest. While Snap-on currently does not charge interest, Snap-on reserves the right to charge interest on amounts Franchisee fails to pay when due

from the due date until paid at a rate of interest up to the maximum rate permitted in the State in which Franchisee resides.

17. Insurance. Franchisee will be responsible for all loss or damage originating in, or incurred in connection with, the operation of the franchise and for all claims or demands for damages to property or for injury, illness, or death of persons directly or indirectly resulting there from. Franchisee will at all times carry the driver's license required by applicable state law and the insurance which may be required by the terms of any lease or financing agreement on the van. Franchisee will carry the following insurance:

A. Commercial business auto liability insurance with limits of $1,000,000 combined single limit for bodily injury and property damage; and physical damage coverage which includes collision, specified perils of fire, lightning, explosion, theft, wind storm, hail or comprehensive coverage in lieu of specified perils;

B. Commercial liability insurance under a comprehensive general liability form that includes coverage for bodily injury and property damage on an occurrence basis with coverage that includes product/completed operations with policy limits not less than $1,000,000; and

C. All risks property coverage for full replacement value of Franchisee's inventory being offered for sale.

Insurance coverages should reflect that Snap-on Incorporated and its subsidiaries are additional insureds under both commercial general liability and commercial business automobile liability coverage and that Snap-on Incorporated and its subsidiaries are loss payees, as their interests may appear, under the all risks property coverage.

Upon Snap-on's request from time to time, Franchisee will submit evidence in writing of having obtained such coverage from an insurance carrier acceptable to Snap-on.

Snap-on may reasonably increase the minimum coverage required under subsections A. and B. above and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards or other relevant changes in circumstances. All such changes will be set forth in the Brand Handbook at least 30 days prior to Franchisee being required to comply. Snap-on will be furnished with certificates of insurance and/or copies of the insurance policies, if it requests.

All policies of insurance required to be maintained by Franchisee must be renewed at least thirty (30) days prior to the respective expiration dates of existing policies of insurance. All such policies will contain endorsements requiring the insurer to give Snap-on at least ten (10) days' prior written notice before terminating, canceling or making changes in any policy. In the event any of Franchisee's policies of insurance required by subsections B. and C. is canceled or not renewed, Snap-on has the right, but not the obligation, to obtain the coverage for Franchisee and invoice Franchisee for the cost of the coverage, which invoice Franchisee shall pay within five (5) business days.

18. Transfers.

A. Transfer by Snap-on. Snap-on has the right to transfer or assign all or any part of its rights and/or obligations under this Agreement to any person or legal entity.

B. Transfer by Franchisee. Franchisee or the owners of the franchise business will not, directly or indirectly, sell, assign, transfer, convey, give away, pledge, mortgage or otherwise

encumber any interest in this Agreement, the Franchisee, or the assets of the franchise business (other than an interest in the van, inventory, or accounts receivable as security for borrowing to finance the operation of the franchise or to Snap-on Credit or its assigns in the ordinary course of

Franchisee's business) without the prior written consent of Snap-on. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Snap-on is null and void.

Snap-on will not unreasonably withhold its consent to a transfer of all of the assets of the franchise business or the entire interest in Franchisee provided the following conditions are met:

(1) Franchisee and each of the owners have first offered to sell all of the assets of the franchise business or the entire interest in Franchisee to Snap-on, pursuant to Section 18.E. of this Agreement, and Snap-on has declined to exercise its right of first refusal.

(2) The terms of the sale, including the price, do not, in Snap-on's reasonable business judgment, jeopardize the ability of the transferee to maintain, operate and promote the franchise and meet the financial obligations to Snap-on, third party suppliers and creditors. This provision will not create any liability on the part of Snap-on to the transferee in the event that Snap-on approves the transfer and the transferee experiences financial difficulties.

(3) All of Franchisee's monetary obligations to Snap-on (and Snap-on's subsidiaries and affiliates) and all other outstanding obligations related to the franchise (including, but not limited to, bills from suppliers, taxes, judgments and any required governmental reports, returns, affidavits or bonds) have been satisfied. Snap-on reserves the right to require that a reasonable sum of money be placed in escrow to ensure that all such obligations will be satisfied. Franchisee shall also be in compliance with all provisions of this Agreement, any amendment to this Agreement or successor agreement, or any other agreement between Franchisee and Snap-on or its subsidiaries and affiliates.

(4) Franchisee, and each of its owners, will execute a general release, in a form satisfactory to Snap-on, of any and all claims against Snap-on and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Snap-on, Snap-on Credit, their subsidiaries and affiliates and Franchisee and Franchisee's operation of the franchise, but excluding any claims the release of which is prohibited by applicable law.

(5) Franchisee and its owners will execute all agreements necessary, in Snap-on's reasonable business judgment, to accomplish the transfer and assumption of obligations under this Agreement. Franchisee will provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on requests and will comply with Snap-on's other reasonable requirements related to the transfer.

(6) Transferee will:

a. Demonstrate to Snap-on's satisfaction that it meets Snap-on's managerial, operational and business standards for a new franchisee; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

b. Execute Snap-on's then-current form of Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by Franchisee and may include a guarantee to be executed by Franchisee’s owner or owners)

as Snap-on may require; and

c. Complete the Snap-on Store Management Training required for all new franchisees and store managers; and

d. Pay Snap-on a transfer fee, in effect at the time of the transfer, to reimburse Snap-on for its legal, training, and other expenses in connection with the transfer of the franchise; and

e. Execute all agreements necessary in Snap-on's reasonable business judgment to accomplish the transfer and assumption of obligations under this Agreement. Transferee will provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on requests and will comply with Snap-on's other reasonable requirements related to the transfer.

Snap-on's consent to a transfer will not constitute a waiver of any claims it may have against Franchisee or its owners, nor will it be deemed a waiver of Snap-on's right to demand exact compliance with any of the terms of this Agreement by transferee, nor will it be deemed a waiver of Snap-on's continuing right to give or withhold consent to any future transfers.

Franchisee will provide transferee with information regarding the franchise being transferred and the customers to be served, as well as take all other steps that may be reasonably required to effect an orderly transition of the franchise.

C. Transfer to Another Corporation, Limited Liability Company, Etc. In the event Franchisee desires to transfer this Agreement to another corporation, limited liability company or other approved entity under common ownership with Franchisee, Franchisee must obtain Snap-on's prior written consent, which Snap-on will not unreasonably withhold. Approval may be conditioned on the following requirements:

(1) The principal owner of Franchisee will own a controlling interest in the transferee and may transfer any stock or interest to a third party only in accordance with Section 18.B.;

(2) The Franchisee and the transferee will execute an assignment document in a form acceptable to Snap-on, which will contain personal guarantees by the principal owner of Franchisee of the obligations contained in this Agreement and all other agreements with Snap-on (including subsidiaries and affiliates);

(3) Copies of the following documents are delivered to Snap-on at least ten (10) days prior to the assignment: (a) the transferee's Articles of Incorporation, by-laws, Articles of Formation, Membership Agreement or other governing documents that Snap-on may request; (b) a copy of the resolution of the transferee's Board of Directors, Board of Members or other governing board authorizing the assumption of this Agreement, which Snap-on may request be certified as correct by the Secretary of a corporation or a Member of a limited liability company or other appropriate party for another legal entity; (c) such other documents that Snap-on may reasonably request; and

(4) The transferee grants Snap-on a security interest to secure its obligations to Snap-on covering the same collateral and with the same priority as the security interest granted Snap-on by the Franchisee and will execute any documents deemed appropriate by Snap-on to perfect such a security interest.

Franchisee agrees that the activities of Franchisee, including any transferee under this subsection C., will be limited to the operation of the Snap-on franchise business.

D. Death or Disability of Principal Owner of Franchisee. If this Agreement is in force and effect at the time of the death or permanent incapacity of the principal owner of Franchisee, the successor in interest, surviving spouse, heirs or estate of the principal owner of Franchisee (collectively, "heir") will have the right to continue operating the franchise for a reasonable period of time, which will not exceed 90 days, following such death or permanent incapacity, during which time the heir either shall make application to Snap-on to become the principal owner of Franchisee, or transfer the heir's entire interest in Franchisee or the assets of the franchise business to a third party.

(1) In the event the heir seeks to become the principal owner of Franchisee, Snap-on will not unreasonably withhold its consent to approval of the heir, provided that the following conditions are met. The heir will:

a. Demonstrate to Snap-on's satisfaction that the heir meets Snap-on's managerial, operational and business standards for a new franchise owner; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

b. Execute Snap-on's then-current form of Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee and may include a guarantee to be signed by the Franchisee's owner or owners), if requested by Snap-on; and

c. Complete Snap-on's Store Management Training required for all new principal owners and store managers; and

d. Execute all agreements necessary in Snap-on's reasonable business judgment to accomplish the transfer and assumption under this Agreement. The heir will also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on reasonably requests.

(2) In the event the heir seeks to transfer the heir's interest in Franchisee or the assets of the franchise business to a third party, the heir may only transfer all of the interest in accordance with the requirements of Section 18.B.

E. Snap-on's Right of First Refusal. If Franchisee and all owners desire to sell, transfer or assign all stock or membership interest in Franchisee or all of the assets of the franchise business and enters into a bona fide agreement with a third-party buyer, Franchisee will deliver a true and complete copy of the same to Snap-on. Snap-on will have the right to purchase such interest by paying Franchisee and owners, if applicable, an amount equal to the current value of the purchase price agreed to between Franchisee and owners, if applicable, and the third-party buyer. Snap-on will have thirty (30) days in which to notify Franchisee that it will exercise its right of first refusal and sixty (60) days to approve Franchisee's sale. This time period begins upon Franchisee's delivery of all information and documentation requested by Snap-on from Franchisee necessary to evaluate the offer and the sale of all interest in Franchisee or assets of the franchise business, including an enforceable contract to purchase all interest in Franchisee or the assets of the franchise business. If Snap-on accepts any such offer, it will be entitled to offset against the purchase price paid any monies owed by Franchisee to Snap-on, Snap-on Credit or their subsidiaries and affiliates.

If Snap-on does not advise Franchisee of its acceptance or rejection of the offer within the specified thirty (30) day period then Snap-on is presumed to have declined to exercise this right of first refusal. If Snap-on fails to advise Franchisee of its approval or disapproval of the sale of Franchisee or the assets of the franchise business within the specified sixty (60) day period then, provided Franchisee and buyer comply with all contractual requirements and conditions required for

a transfer, Franchisee and owners may sell, transfer or assign all of their interest in Franchisee or the assets of the franchise business, but not at a lower price, nor on more favorable terms, than those presented to Snap-on. Franchisee's failure to close any approved sale within 120 days following Franchisee's receipt of a statement acknowledging Snap-on's receipt of an enforceable contract to purchase, as well as any information and documentation requested by Snap-on from Franchisee necessary to evaluate the offer will immediately revive Snap-on's right of first refusal.

19. Termination by Franchisee. Franchisee may terminate this Agreement by written notice to Snap-on if Snap-on fails to cure any default of Snap-on's obligations under this Agreement within thirty (30) days after Franchisee provides Snap-on with written notice of default.

20. Termination by Snap-on.

A. Automatic Termination without Notice. Snap-on may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, terminate this Agreement without notice to Franchisee:

(1) If Franchisee is adjudicated a bankrupt or becomes insolvent, or has a trustee or receiver appointed by a court of competent jurisdiction for all or any part of Franchisee's property; or

(2) If a proceeding is filed under any bankruptcy laws or other similar laws and such proceeding is not dismissed within ninety (90) days after filing; or

(3) If Franchisee makes a general assignment for the benefit of creditors.

B. Termination upon Notice. Franchisee will be in default under this Agreement and Snap-on may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, terminate this Agreement effective upon Franchisee's receipt of written notice of termination, in the following instances:

(1) If Franchisee fails to satisfy any material judgment against Franchisee within thirty (30) days after the judgment is entered and becomes final; or

(2) If Franchisee makes a material misrepresentation in connection with the approval of Franchisee as a franchisee, or engages in conduct involving dishonesty in dealing with Snap-on or Snap-on Credit; or

(3) If Franchisee abandons the franchise business; or

(4) If Franchisee or its principal owner is convicted of, or plead nolo contendere to, a felony charge as defined in applicable law; a crime involving moral turpitude; or any other crime or offense, including any misdemeanor, that is reasonably likely to adversely affect the goodwill associated with the Snap-on brand or any of the Trademarks; or

(5) If, in Snap-on's reasonable determination the continued operation of the franchise by the Franchisee will result in a threat or danger to public health or safety; or

(6) If Franchisee:

a. sells **Products** to a customer located at a stop on another franchisee's list of calls, unless Franchisee agrees, within ten (10) days after request by Snap-on, to credit such sale(s) to the other franchisee or to Snap-on; or

b. after notice from Snap-on to cease such activity, sells or offers for sale by any means any **Products** to any customer not located at a stop on Franchisee's List of Calls, whether or not such sales are subsequently credited to another franchisee or Snap-on and whether or not such customers are located at a stop on any other franchisee's list of calls.

(7) If Franchisee receives a written notice of immediate termination under any other written agreement with Snap-on or Snap-on Credit (or any of their subsidiaries or affiliates) or remains in default beyond the applicable cure period under any other written agreement with Snap-on or Snap-on Credit (or any of their subsidiaries or affiliates); or

(8) If Franchisee discloses or uses the contents of the Snap-on Program or other trade secrets or confidential or proprietary information provided to Franchisee by Snap-on, contrary to the provisions of Section 15; or

(9) If Franchisee has received two (2) or more notices of default within the previous twelve (12) months, Snap-on will be entitled to send Franchisee a notice of termination upon the next default of Franchisee during such twelve (12) month period under this Section 20.B. without providing Franchisee an opportunity to correct the default; or

(10) If any purported assignment or transfer of any interest in this Agreement, Franchisee or the assets of the franchise business (other than an interest in the van, inventory, or accounts receivable as security for borrowing to finance the operation of the franchise or to Snap-on Credit or its assigns in the ordinary course of Franchisee's business) occurs, by operation of law or otherwise, without the prior written consent of Snap-on, as required in Section 18.B.

C. Termination upon Expiration of Cure Period.

(1) Except for those items listed in preceding Sections 20.A.-B., Franchisee will have thirty (30) days after written notice of default from Snap-on within which to remedy any default under this Agreement and if such default is not cured within that time, this Agreement will terminate without further notice to Franchisee effective immediately upon expiration of that time, unless Snap-on notifies Franchisee otherwise in writing.

(2) Notwithstanding the provisions of preceding Section 20.C.(1), if Franchisee defaults in the payment of any monies owed to Snap-on (or any subsidiary or affiliate of Snap-on) when such monies become due and payable, whether pursuant to this Agreement or otherwise, and Franchisee fails to pay such monies within ten (10) days after written notice of default from Snap-on, then, unless Snap-on notifies Franchisee otherwise in writing, this Agreement will terminate without prejudice to any and all other rights and remedies Snap-on may have under this Agreement or under applicable law.

D. Non-waiver. Termination of this Agreement will not prejudice any and all other rights and remedies Franchisee or Snap-on may have under this Agreement or any other agreement between Franchisee and Snap-on or any subsidiary or affiliate of Snap-on under applicable law.

E. Statutory Limitations. Notwithstanding the provisions of preceding Sections 20.A.-D., in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over the franchise granted by this Agreement requires a notice or cure period prior to termination longer than set forth in preceding Sections 20.A.-C., this Agreement is amended to conform to the minimum notice or cure period required by such applicable law or regulation.

21. Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Franchisee will cease to be an authorized Snap-on franchisee and the parties will do the following:

A. Franchisee will immediately cease operating the franchised business (except franchisee may continue collection of its RA) and promptly pay Snap-on all sums due and owing to Snap-on or any subsidiary or affiliate of Snap-on; and

B. Franchisee will continue to abide by the restrictions contained in Section 15 and will not, directly or indirectly, take any action which violates those restrictions; and

C. Franchisee will promptly return to Snap-on all print copies of Brand Handbooks, will delete all electronic copies of Brand Handbooks and any other manuals furnished to Franchisee, together with all other materials containing trade secrets, confidential information, operating instructions or business practices of the Snap-on Program; and

D. Franchisee will immediately discontinue all use of the Trademarks and of any and all signs, paper goods or objects bearing the Trademarks, or any reference whatsoever thereto; remove the Trademarks from materials, motor vehicles and other equipment owned or used by Franchisee in the conduct of the franchise (except **Products**); cancel all advertising that contains the Trademarks (including telephone directory listings); and take such action as may be necessary to cancel any filings or registrations that contain any Trademark; and

E. Franchisee will execute any and all documents reasonably requested by Snap-on that are necessary to effectuate termination of Franchisee's license and interest in and to the use of the Trademarks and the Snap-on Program; and

F. Franchisee will cease to: (i) operate or do business under any name or in any manner that might tend to give the impression that this Agreement is still in force or that Franchisee is connected in any way with Snap-on, or has any right to use the Snap-on Program or the Trademarks or otherwise hold itself out as a Snap-on franchisee; and (ii) make use of, or avail itself of, any of the trade secrets of, or information received from, Snap-on or disclose or reveal any such information or any portion thereof to anyone not employed by Snap-on or its franchisees; and

G. If Franchisee and Snap-on agree in writing to settle all accounts and resolve any outstanding issues between them (which agreement will include a mutual general release, including a general release from all owners of Franchisee, of all claims the release of which is not prohibited by applicable law), Snap-on shall repurchase from Franchisee all **Products** purchased by Franchisee from Snap-on (except for **Products** no longer manufactured and/or distributed by Snap-on and **Products** specially made or ordered for Franchisee or Franchisee's customers) that are in new, unused and saleable condition (as determined by Snap-on in its reasonable business judgment) and delivered to Snap-on within fifteen (15) days after termination of this Agreement. The purchase price for the **Products** will be determined in accordance with the Check-in Valuation Policy published in the Brand Handbook, on the date this Agreement terminates or expires. Snap-on will be entitled to offset against the monies payable to Franchisee for repurchase of any **Products** all monies owed to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, including for up to sixty (60) days: (i) any unpaid Open Account amounts; and (ii) Franchisee's obligations under Extended Credit Contracts assigned to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee as provided in the Franchisee Servicing Agreement between Franchisee and Snap-on Credit (Snap-on may offset amounts due Snap-on Credit and remit same to Snap-on Credit); and

H. Franchisee may offer to sell some or all of Franchisee's Revolving Accounts ("RAs") to Snap-on or its designee. Snap-on or its designee will have the option, but not the obligation, to purchase some or all of the RAs offered by Franchisee. The purchase price for the RAs will be equal to seventy-five percent (75%) of the balance due of each RA being sold unless otherwise agreed to by the parties. Snap-on will be entitled to offset against payments for RA purchases all monies owed to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, including for up to sixty (60) days: (i) any unpaid Open Account amounts; and (ii) Franchisee's obligations under Extended Credit Contracts assigned to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, as provided in the Franchisee Servicing Agreement between the Franchisee and Snap-on Credit (Snap-

on may offset amounts due Snap-on Credit and remit same to Snap-on Credit); and

I. Unless a termination agreement (agreed to between the parties according to Section 21.G.) provides otherwise, Franchisee and Snap-on agree that termination of this Agreement under any circumstances will not impair, release, or extinguish any debt, obligation, or liability of Franchisee to Snap-on that may have accrued during the term of this Agreement, including any debt, obligation, or liability that was the cause of termination or arose out of such cause and that the security interest granted to Snap-on by Franchisee under this Agreement will continue in full force and effect until all such debts, obligations and liabilities of Franchisee to Snap-on have been fully discharged by Franchisee. All promises and agreements of Franchisee that are to be performed after the termination of this Agreement shall survive termination. All provisions in this Agreement which expressly or by implication are intended to survive termination or expiration of this Agreement will so survive; and

J. Franchisee will comply with all of Franchisee's obligations under the Franchisee Servicing Agreement and all other agreements with Snap-on Credit.

22. Covenant Not to Compete.

A. During the term of this Agreement, Franchisee and all owners of Franchisee will not individually, or in conjunction with any other person or in any manner or capacity, directly or indirectly, carry on or be engaged in, concerned with or interested in, financially or otherwise, or advise in the establishment or operation of, any business involved in the sale of (a) tools, equipment, merchandise or services to automobile dealerships, independent repair shops, marinas or body shops, or (b) any other products or merchandise that would compete with the **Products**. Notwithstanding the above, Franchisee and the owners of Franchisee will not be prohibited from owning shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than three percent (3%) of the number of shares of that class of securities issued and outstanding.

B. For a period of twelve (12) months following termination or expiration of this Agreement, Franchisee and the owners of Franchisee will not directly or indirectly solicit or sell any mechanic's tools, automotive service equipment, or related products that would compete with Snap-on **Products** to any customer at any stop listed on Franchisee's List of Calls that was in effect at the time of such termination or expiration.

23. Approvals and Waivers. No waiver by any party of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement or of any subsequent breach by any other party of the same or another provision. Any party's consent to, or approval of, any act will not be deemed to render unnecessary the obtaining of the other party's consent to or approval of any subsequent act. Snap-on and Franchisee will not be deemed to have waived or impaired any right, power or option reserved by this Agreement by virtue of: any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of Snap-on or Franchisee to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including, without limitation, any mandatory specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by Snap-on to exercise any right, power or option, whether of the same, similar or different nature, with respect to any other Snap-on franchisee; or Snap-on's acceptance of any payments from Franchisee after any breach by Franchisee of this Agreement.

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

executed in connection with the franchise.

Snap-on and Franchisee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver.

24. Indemnification.

A. Franchisee will, at all times, indemnify, defend (with counsel selected by Snap-on), and hold harmless (to the fullest extent permitted by law) Snap-on, its affiliates, successors and assigns and their respective past and present directors, officers, employees, agents and representatives (collectively "Indemnitees") from and against all "losses and expenses" (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal) by or against Indemnitees or any settlement thereof (whether or not a formal proceeding or action had been instituted), arising out of or resulting from or connected with operation of the franchise, including, but not limited to compliance with all laws, rules and regulations regarding Franchisee's employees and any claims raised by Franchisee's employees, but not including (i) "losses and expenses" arising from or resulting from or connected with bodily injury or property damage to the extent such "losses and expenses" are caused by a manufacturing, design or warning defect in a **Product** (including any Product packaging) that could not have been discovered by Franchisee prior to sale or (ii) claims for breach of warranty relating to **Products** purchased from Snap-on that are not, in whole or in part, the result of Franchisee's sales, service or repair practices or conduct. Franchisee promptly will give Snap-on notice of any such action, suit, proceeding, claim, demand, inquiry or investigation filed or instituted against Franchisee and, upon request, will furnish Snap-on with copies of any documents from such matters as Snap-on reasonably may request.

B. As used in Section 24.A, the phrase "losses and expenses" shall include, but not be limited to, all losses; compensatory, exemplary and punitive damages; fines; charges; costs; expenses; attorneys' fees; court costs; settlement amounts; judgments; compensation for damages to Snap-on's reputation and goodwill; costs of, or resulting from, delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

C. Snap-on will indemnify, defend (with counsel selected by Snap-on), and hold harmless Franchisee from and against damages; fines; charges; costs; expenses; reasonable attorneys' fees; court costs; settlement amounts; and judgments incurred in connection with any action, suit, proceeding, claim, or demand against Franchisee, arising out of or resulting from claims for bodily injury or property damage to the extent caused (or alleged to be caused) by a manufacturing, design or warning defect in a **Product** (including any Product packaging) that could not have been discovered by Franchisee prior to sale. Franchisee will promptly give Snap-on notice of any such action, suit, proceeding, claim, or demand filed or instituted against Franchisee and, upon request, will furnish Snap-on with copies of any documents from such matters as Snap-on reasonably may request.

25. Dispute Resolution.

A. Mediation. Except as otherwise provided in Section 25.C., the parties agree to attempt to resolve any controversy or disputes arising out of or relating to this Agreement, the franchise business or Franchisee's relationship with Snap-on, or the termination or nonrenewal of this Agreement, including but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, by non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that affect Snap-on franchisees generally. Any such mediation

will be held within 60 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides or a mutually agreeable location. The mediator will be mutually agreed upon by the Franchisee and Snap-on, and Snap-on will pay the costs of the mediator and for the location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

B. Arbitration. Except as otherwise provided in Section 25.C., any controversy or dispute arising out of or relating to this Agreement, the franchise business or Franchisee's relationship with Snap-on, including but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on; any claim of breach of this Agreement; and any claims arising under or relating to state or federal laws, including the common law (for example, tort or contract claims), or any statutes, rules, or regulations, will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute unless prohibited under applicable state law. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event will persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 25.A. will not otherwise affect either party's obligation to arbitrate the dispute or controversy under this Section 25.B. A demand for arbitration must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 25 will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seg.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars ($75,000.00), Snap-on will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars ($7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars ($75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged

by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a significant owner of Franchisee) for the last three (3) tax years; (5) production by Snap-on of Franchisee's statements of account balance with Snap-on for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The award or decision by the arbitrator will be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of, Franchisee, and therefore Franchisee and Snap-on agree that (i) arbitration under this Section 25 will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class, or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this Section 25 is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 25, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 25.

BY SIGNING BELOW, THE PARTIES AGREE THAT THEY ARE REQUIRED TO

ARBITRATE CERTAIN DISPUTES AND CLAIMS AS SET FORTH IN THIS SECTION 25 AND ARE LIMITED IN THE MANNER IN WHICH THEY CAN SEEK RELIEF, INCLUDING THAT THEY EACH SPECIFICALLY WAIVE THEIR RIGHT TO BRING SUCH CLAIMS IN A COURT OF LAW AND TO HAVE A TRIAL BY JURY.

C. Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies will not be deemed to be a waiver of either party's right to compel arbitration. Any such action will be brought by Snap-on or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

26. Entire Agreement. Snap-on and Franchisee each acknowledge and warrant to each other that they wish to have all terms of this business relationship defined in this written Agreement. Neither Snap-on nor Franchisee wishes to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth herein. Accordingly, Snap-on and Franchisee agree that this Agreement, together with any Addendum or other documents or agreements executed by the parties contemporaneously hereto, supersede and cancel any prior and/or contemporaneous discussions (whether described as representations, inducements, promises, agreements or any other term) between Snap-on or anyone acting on its behalf and Franchisee or anyone acting on its behalf, which might be taken to constitute agreements, representations, inducements, promises or understandings (or any equivalent to such terms) with respect to the relationship between the parties, and Snap-on and Franchisee each agree that they have placed, and will place, no reliance on any such discussion. This Agreement, together with any Addendum or other documents or agreements executed by the parties in connection with the franchise, constitutes the entire agreement between the parties and contains all of the terms, conditions, rights and obligations of the parties with respect to any aspect of the relationship between the parties. No further franchise rights or offer of franchise rights have been promised to Franchisee and no such franchise rights or offer of franchise rights will come into existence, except by means of a separate writing, executed by a duly authorized person on behalf of Snap-on or such other entity granting the franchise rights and specifically identified as a modification of this Agreement. Nothing in this Agreement or any related agreement is intended to disclaim the representations made by Snap-on in the Franchise Disclosure Document provided to Franchisee. No change, modification, amendment or waiver of any of the provisions hereof will be effective and binding upon either party unless it is in writing, specifically identified as an amendment hereto and signed by the party to be charged.

27. Governing Law. Except to the extent that the Federal Arbitration Act will apply in accordance with Section 25 above, this Agreement will be governed by, and construed in accordance with, the laws of the state in which the List of Calls is located or if the List of Calls is located in more than one state, the state in which the majority of the stops on the List of Calls is located at the time this Agreement is executed, without giving effect to the choice of law provisions of such state law.

28. Effect of State Laws; Severability. In addition to severability as provided in Section 25, each article, paragraph, subparagraph, term, and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be

invalid, contrary to, or in conflict with, any applicable present or future law, rule, or regulation in a final, unappealable ruling issued by any arbitrator, court, agency, or tribunal with valid jurisdiction in a proceeding to which Snap-on is a party, that ruling will not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the parties and continue to be given full force and effect. Any invalid portion will be deemed not to be a part of this Agreement as of the date upon which the ruling becomes final, if Franchisee is a party to such proceedings, or upon Franchisee's receipt of notice of nonenforcement from Snap-on.

29. Notices. All notices, requests, consents, or approvals required or permitted to be given hereunder will be in writing and will be deemed to be properly delivered immediately, if personally delivered, on the date of receipt if overnight delivery service is used or five (5) business days after having been sent by United States Postal Service registered or certified mail, postage prepaid, return receipt requested: (a) if to Franchisee, addressed to Franchisee at the address first above written or at such other address as Franchisee may have designated from time to time by written notice to Snap-on; and (b) if to Snap-on, addressed to Snap-on at 2801 80th Street, Kenosha, Wisconsin, 53143 (marked Attention: Legal Department), or to such other address as Snap-on may have designated from time to time by written notice to Franchisee.

30. Application of Payments from Franchisee. Notwithstanding any designation by Franchisee, Snap-on will have the sole discretion to apply any payments made by Franchisee to Snap-on (including payments designated by Franchisee for any savings, retirement, stock purchase or similar type of accounts) to any indebtedness owed by Franchisee to Snap-on or any of Snap-on's affiliates.

31. Business Judgment. The parties hereto recognize, and for the purposes of applying and interpreting the agreement of the parties, any mediator, arbitrator or judge is affirmatively advised, that certain provisions of this Agreement describe the right of Snap-on to take (or refrain from taking) certain actions in the exercise of its business judgment based on its assessment of the overall best interests of the Snap-on Program. Where such discretion has been exercised, and is shown to be supported by the business judgment of Snap-on, it is agreed that neither a mediator nor an arbitrator nor a judge will substitute his or her judgment as to the overall best interests of the Snap-on Program for the business judgment which was exercised by Snap-on.

32. Representations by Franchisee. Franchisee represents, acknowledges and warrants to Snap-on that:

A. This agreement involves significant legal and business rights and risks. Franchisee has read this agreement in its entirety, has been thoroughly advised with regard to the terms and conditions of this agreement by counsel or other advisor(s) of franchisee's own choosing, has had ample opportunity to investigate all representations made by or on behalf of Snap-on, and has had ample opportunity to consult with current and former Snap-on franchisees; and

B. Franchisee has not received from Snap-on any representation of franchisee's potential sales, expenses, income, profit or loss, and has not received from either Snap-on, or anyone acting on its behalf, any representation other than those contained in the franchise disclosure document as inducements to enter this agreement; and

C. Franchisee understands that Snap-on makes no express or implied warranties or representations that franchisee will achieve any degree of success in the operation of the franchise, and success in the operation of the franchise depends ultimately on franchisee's efforts and abilities and on other factors, including, but not limited to, market and other economic conditions, franchisee's financial condition, and competition; and

D. All information provided Snap-on by franchisee in connection with the approval of franchisee as a franchisee is truthful and accurate; and

E. Franchisee expressly acknowledges and agrees that Snap-on and its affiliates have the exclusive unrestricted right to sell, or license others to sell, merchandise other than products (as that term is defined in this agreement) at those locations identified on the list of calls; and

F. Franchisee also expressly acknowledges and agrees that Snap-on and its affiliates sell, or may in the future sell, products and merchandise bearing the trademarks, other trademarks owned by Snap-on or its affiliates, and other marks at locations in the geographic area near the stops described on franchisee's list of calls and elsewhere, and that nothing in this agreement will restrict Snap-on or its affiliates from so doing; and

G. Franchisee has the power and authority to enter into this agreement without the consent of any other person and that no other agreement to which franchisee is a party prohibits or in any way restricts franchisee from entering into this agreement or from complying with each and every term and condition of this agreement.

H. Franchisee understands that, in the event of an arbitrable dispute between Snap-on and franchisee, the dispute, after mediation under section 25.a. will be submitted to binding arbitration under section 25.b. and that franchisee and Snap-on have waived any right to a jury trial and a judicial resolution of the dispute.

In witness whereof, the parties hereto have executed this Agreement as of _____ (the "Effective Date").

FRANCHISEE: **[CORPORATE NAME]**	**SNAP-ON:** **SNAP-ON TOOLS COMPANY LLC**
ADDRESS: _____ _____	
By: _____	**By:** _____
Printed Name: _____	**Printed Name:** _____
Title: _____	**Title:** **Regional Manager**

EXHIBIT A

LIST OF CALLS

APPROVED BY: SNAP-ON TOOLS COMPANY LLC

_____

«RegionalManager», Regional Manager

_____

«FullName»

_____

Date Approved

(This List of Calls will remain in effect until superseded by an approved amendment or a new List of Calls.)

Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in California

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and the undersigned Franchisee ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 21.G. of the Franchise Agreement and all references to Section 21.G. are struck.

2. The California Business and Professions Code Sections 20000 through 20043 will control over any conflicting provision in this Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of _____ (the "Effective Date"), and expressly agree to supplement, amend, and modify the Franchise Agreement pursuant to the terms of this Addendum.

FRANCHISEE: [CORPORATE NAME]	**SNAP-ON TOOLS COMPANY LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in California

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and the undersigned Franchisee ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 25.B, the Arbitration Provision, of the Franchise Agreement is supplemented, amended and modified by adding the following voluntary agreement:

Franchisees are not employees of Snap-on and have not entered into an employment relationship with Snap-on and as such are not entitled to recover or seek any wages or assert wage claims of any kind against Snap-on. Nevertheless, in the event any claim alleging a failure by Snap-on or any past or present employee, officer, director, agent or affiliate of Snap-on to comply with California or Federal wage and hours laws including any claim for a failure to comply with obligations under the: Fair Labor Standards Act (including the Equal Pay Act); California Labor Code; California Business & Professions Code Section 17200 -17210; and the California Industrial Wage Orders (hereinafter "Compensation Claim") is asserted by the Franchisee it shall be submitted to binding arbitration under the following procedures:

Any Compensation Claim will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, claims for benefits brought before the Employment Development Department, claims for wages brought before the California Labor Commissioner, or other claims that are not subject to arbitration under law, including but not limited to sexual harassment claims (meaning conduct that is alleged to constitute sexual harassment under applicable and/or related state and federal laws and regulations), sexual assault claims (meaning a nonconsensual sexual act or sexual contact as defined by 18 U.S.C. section 2246 including when the victim lacks the capacity to consent), and/or retaliation for reporting alleged sexual harassment and/or sexual assault brought under state or federal law, unless Franchisee voluntarily elects to submit such claims to arbitration. Moreover, nothing herein shall prevent Franchisee from filing a charge or complaint with the United States Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any local agency that allows Franchisee to file an administrative charge or complaint. Once the agency's proceedings are completed, however, if the Franchisee wishes to pursue the matter further the Franchisee must do so under this agreement.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 25.A. will not otherwise affect either party's obligation to arbitrate the dispute or controversy under this Section 25.B. A demand for arbitration of Compensation Claims must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 25 will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seg.), in

conformity with the procedures of the California Arbitration Act ("Act"), which is found at California Code of Civil Procedure section 1280 and following sections, including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery. In any arbitration proceeding under this agreement, all California rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed, unless the parties mutually agree otherwise. The arbitration will be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

At the beginning of any arbitration process under this agreement, the parties will need to select an arbitrator by mutual agreement. Such an arbitrator shall be a retired California Superior Court Judge, or another qualified and impartial person mutually selected by the Parties. In the event the Parties cannot agree on the selection of an arbitrator, they will mutually select an alternative dispute resolution provider and request from that provider a list of an odd number of potential arbitrators. From that list the Parties will alternatively strike arbitrators, with Snap-on going first, until one arbitrator is left. That arbitrator shall be the arbitrator who will hear the case. If the Parties cannot agree on an alternative dispute resolution provider, an arbitrator will be appointed according to law.

The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with California Civil Code Section 47(b). The arbitrator's award(s) shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

Snap-on will pay the arbitrator's fees and other costs relating to the arbitration forum but the Parties will be responsible for their own costs and for their own attorneys' fees should they choose to be represented by counsel, unless the arbitrator shifts one party's costs and attorneys' fees to the other party in accordance with applicable law.

The award or decision by the arbitrator will be final and binding on the Parties and may be enforced by judgment or order of a court of competent jurisdiction. The Parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The Parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The Parties agree to arbitrate only Compensation Claims that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of, Franchisee, and therefore Franchisee and Snap-on agree that (i) arbitration under this Section 25 will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class, or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the rules of any arbitration provider selected by the parties, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority

to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

Representative actions for civil penalties filed under the California Private Attorney General Act ("PAGA") are included and covered by the Class/Consolidated Action Waiver and may only be brought in an individual capacity if doing so is permitted by applicable law. If applicable law does not permit PAGA claims to be compelled into individual arbitrations then the PAGA claim shall be severed and stayed until the completion of the arbitration of the individual claims.

In any case in which (1) the dispute is filed as a class or consolidated or PAGA action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated, or PAGA action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this Section 25 is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 25, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 25.

2. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of _____ (the "Effective Date"), and expressly agree to supplement, amend, and modify the Franchise Agreement pursuant to the terms of this Addendum. The parties affirm that the decision to enter into this amendment is voluntary and not mandated as a condition of securing the franchise.

FRANCHISEE: [CORPORATE NAME]	**SNAP-ON TOOLS COMPANY LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in Hawaii

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated as of the effective date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and the undersigned Franchisee ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 18.E is hereby replaced in its entirety with the following:

E. Snap-on's Right of First Refusal. If Franchisee and all owners desire to sell, transfer or assign all stock or membership interest in a Franchisee or all of the assets of the franchise business and enters into a bona fide agreement with a third-party buyer, Franchisee shall deliver a true and complete copy of the same to Snap-on. Snap-on shall have the right to purchase such interest by paying Franchisee and owners, if applicable, an amount equal to the current value of the purchase price agreed to between Franchisee and owners, if applicable, and the third-party buyer. Snap-on may accept an offer at any time within thirty (30) days after receipt. This time period begins upon Franchisee's delivery of all information and documentation requested by Snap-on from Franchisee necessary to evaluate the offer and the sale of a Franchisee or assets of the franchise business, including an enforceable contract to purchase all of a Franchisee or the assets of the franchise business. If Snap-on accepts any such offer, it shall be entitled to offset against the purchase price paid any monies owed by Franchisee to Snap-on, Snap-on Credit or their subsidiaries and affiliates.

If Snap-on does not advise Franchisee of its reason for rejecting such sale, transfer or assignment or does not advise Franchisee of its acceptance of the offer within the specified thirty (30) day period then Franchisee and owners, if applicable, may sell, transfer or assign all of their interest in a Franchisee or the assets of the franchise business, but not at a lower price, nor on more favorable terms, than those presented to Snap-on. Franchisee's failure to close any approved sale within 120 days following Franchisee's receipt of a statement acknowledging Snap-on's receipt of an enforceable contract to purchase, as well as any information and documentation requested by Snap-on from Franchisee necessary to evaluate the offer will immediately revive Snap-on's right of first refusal.

2. Section 21.G. is hereby replaced in its entirety with the following:

G. Snap-on shall repurchase from Franchisee all Products purchased by Franchisee from Snap-on that are delivered to Snap-on within fifteen (15) days after termination of this Agreement. The purchase price for all Products in new, unused and saleable condition (as determined by Snap-on in its reasonable business judgment) shall be the price Snap-on charged Franchisee at the time of purchase for such items. The purchase price for Products that are not in new, unused and saleable condition or that were specially made or ordered for Franchisee or specified customers shall be a price separately negotiated with Franchisee. Snap-on shall be entitled to offset against the monies payable to Franchisee for repurchase of any Products all monies owed to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, including for up to sixty (60) days: (i) any unpaid Open Account amounts; and (ii) Franchisee's obligations under Extended Credit Contracts assigned to Snap-on (or any subsidiaries or affiliates of Snap-on) by

Franchisee, as provided in the Franchisee Servicing Agreement between Franchisee and Snap-on Credit (Snap-on may offset amounts due Snap-on Credit and remit same to Snap-on Credit).

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of _____ (the "Effective Date").

FRANCHISEE: [CORPORATE NAME]	**SNAP-ON TOOLS COMPANY LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in Illinois

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and the undersigned Franchisee ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Sections 32.B. and 32.C. are hereby deleted. Pursuant to Illinois Revised Statutes, Chapter 815, Act 705, Section 41 any condition, stipulation or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Franchise Disclosure Act is void. Franchisee is not prevented from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Illinois Franchise Disclosure Act, nor from arbitrating any claim pursuant to the provisions of Title 9 of the United States Code.

2. Section 25.B. is amended to include the following additional provisions: Snap-on and Franchisee acknowledge that (1) they are entering into this Franchise Agreement (with arbitration provisions) knowingly and voluntarily; (2) this Franchise Agreement (with arbitration provisions) is supported by bargained-for consideration; (3) Snap-on, Franchisee, and any person acting in privity of Snap-on or Franchisee (or claiming to do so), their officers, their directors, and their agents retain the right to report any good faith allegation of a purported violation of Article 2 of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, or other related state or federal rule or law that is enforced by the Illinois Department of Human Rights or Equal Employment Opportunity Commission to the appropriate federal, state, or local government agency enforcing discrimination laws; (4) Snap-on, Franchisee, and any person acting in privity of Snap-on or Franchisee (or claiming to do so), their officers, their directors, and their agents retain the right to report any good faith allegation of criminal conduct to any appropriate federal, state, or local official; (5) Snap-on, Franchisee, and any person acting in privity of Snap-on or Franchisee (or claiming to do so), their officers, their directors, and their agents retain the right to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws; (6) Snap-on, Franchisee, and any person acting in privity of Snap-on or Franchisee (or claiming to do so), their officers, their directors, and their agents retain the right to make any truthful statements or disclosures required by law, regulation, or legal process; and (7) Snap-on, Franchisee, and any person acting in privity of Snap-on or Franchisee (or claiming to do so), their officers, their directors, and their agents retain the right to request or receive confidential legal advice.

3. Except to the extent the Franchise Agreement is expressly amended by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

[THIS SPACE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of _____ (the "Effective Date").

FRANCHISEE: [CORPORATE NAME]	**SNAP-ON TOOLS COMPANY LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in Maryland

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and the undersigned Franchisee ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 27 is amended by adding the following at the end of the Section: "This Section shall not be considered a release, assignment, novation, waiver or estoppel by Franchisee of the liability of any person under the Maryland Franchise Registration Law, Md. Code Ann., Bus. Reg. §14-201 et seq."

2. Except to the extent the Franchise Agreement is expressly amended by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of _____ (the "Effective Date").

FRANCHISEE:	**SNAP-ON TOOLS COMPANY LLC**
[CORPORATE NAME]	
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in Massachusetts

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and the undersigned Franchisee ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 25.B, the Arbitration Provision, of the Franchise Agreement is supplemented, amended and modified by adding the following voluntary language:

Any controversy or dispute arising out of or relating to this Agreement, the franchise business or Franchisee's relationship with Snap-on, including but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of, or in the right of Franchisee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement shall be resolved exclusively through final and binding private arbitration as set forth herein. Persons in privity with or claiming through, on behalf of, or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors, and assigns. In no event will persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on.

Without limitation of the foregoing, any and all claims, rights, suits in tort or contract of or relating to, arising out of, based on, or connected with the following shall be subject to final and binding private arbitration as set forth in this Agreement:

(i) compensation, salary, wages, tips, bonuses and/or commissions, including but not limited to any claim under applicable state and/or federal statutes, including but not limited to, the Massachusetts Wage Act, Mass. Gen. Laws c. 149, § 148, *et seq.*; the Massachusetts Overtime Law, Mass. Gen. Laws. C. 151, § 1, *et seq.*; the federal Fair Labor Standards Act (FLSA); and/or related applicable state and federal laws and regulations, each as may be amended from time to time; and/or

(ii) enforcement or breach of an oral or written contract, misrepresentation, defamation and interference with prospective economic advantage, interference with contract, intentional and negligent infliction of emotional distress, negligence, breach of the covenant of good faith and fair dealing; and/or

(iii) unlawful employment discrimination of any kind, including discrimination due to age, gender, religion, sexual orientation, gender identity, disability, medical condition, race, national origin, or any protected class under applicable state or federal law, retaliation, including but not limited to, any claim under applicable state and/or federal statutes, including but not limited to, Mass. Gen. Laws c. 151B, Title VII of the Civil Rights Act of 1964, and/or related applicable state and federal laws and regulations, each as may be amended from time to time; and/or

(iv) claims for violations of any federal, state, local, or other governmental law, statute, regulation, or ordinance; and/or

(v) any claim, dispute, and/or controversy relating to the scope, validity, or enforceability of this Agreement.

The only exceptions to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act, which are brought before the National Labor Relations Board, claims for unemployment compensation benefits, claims for medical and disability benefits under the state workers' compensation law, or as may otherwise be required by state or federal law, including but not limited to sexual harassment claims (meaning conduct that is alleged to constitute sexual harassment under applicable and/or related state and federal laws and regulations), sexual assault claims (meaning a nonconsensual sexual act or sexual contact as defined by 18 U.S.C. section 2246 or Mass. Gen. Laws c. 151B, including when the victim lacks the capacity to consent), and/or retaliation for reporting alleged sexual harassment and/or sexual assault brought under state or federal law, unless Franchisee voluntarily elects to submit such claims to arbitration. Moreover, nothing herein shall prevent Franchisee from filing a charge or complaint with the United States Equal Employment Opportunity Commission, the Massachusetts Commission Against Discrimination, the Massachusetts Attorney General, or other applicable state or federal government authority that allows Franchisee to file an administrative charge or complaint. Once the agency's proceedings are completed, however, if the Franchisee wishes to pursue the matter further the Franchisee must do so under this Agreement.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 25.A. will not otherwise affect either party's obligation to arbitrate the dispute or controversy under this Section 25.B. A demand for arbitration must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and as determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 25 will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seg.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars ($75,000.00), Snap-on will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars ($7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars ($75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a significant owner of Franchisee) for the last three (3) tax years; (5) production by Snap-on of Franchisee's statements of account balance with Snap-on for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The arbitrator shall have exclusive authority to resolve any dispute and shall be permitted to award those remedies that are available under applicable law. The award or decision by the arbitrator will be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

Arbitration of any and all claims and disputes covered by this Agreement shall be submitted and conducted on an individual basis, not a class, collective, or representative basis, and any arbitrable claims or on-going arbitrations between the parties cannot be consolidated with disputes of any third party. No party shall have any right to assert, submit, or pursue any claims subject to this Agreement as, for, or on behalf of a class, and there shall be no joinder or consolidation of parties, nor may an arbitrator order joinder or consolidation of cases or parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction, or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties, and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this Section 25 is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 25, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 25.

BY AGREEING TO THIS BINDING ARBITRATION PROVISION, THE PARTIES AGREE TO GIVE UP THEIR RIGHT TO TRIAL BY JURY OF ANY INDIVIDUAL, CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION OR OTHER CLAIM EITHER MAY HAVE AGAINST THE OTHER, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

2. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of _____ (the "Effective Date") and expressly agree to supplement, amend, and modify the Franchise Agreement pursuant to the terms of this Addendum.

FRANCHISEE:	**SNAP-ON TOOLS COMPANY LLC**
[CORPORATE NAME]	
By: _____	By: _____
Printed Name & Title: _____	Printed Name & Title: _____

Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in Minnesota

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and the undersigned Franchisee ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of Minnesota Statutes Section 80C.14, Subdivision 3, 4, and 5 require, except in certain cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) of the Franchise Agreement. Therefore, these provisions shall apply to Minnesota franchisees.

2. The Minnesota Department of Commerce requires that franchisors indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of Snap-on's trademarks infringes trademark rights of the third party. Therefore, Snap-on will indemnify Minnesota franchisees from these claims, provided that the franchisee gives notice to Snap-on of any such claim within ten (10) days and tenders to Snap-on defense of the claim and management of the defense, including, but not limited to, the right to compromise, settle, or otherwise resolve the claim and to decide whether to appeal any determination including the claim.

3. The sections of the Franchise Agreement covering governing law, jurisdiction and venue and choice of forum are hereby amended to include the following language required by the State of Minnesota:

> "Pursuant to Minn. Stat. 80C.21 and Minn. Rule 2860.4400J, this section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C."

4. Except to the extent the Franchise Agreement is expressly amended by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of _____ (the "Effective Date").

FRANCHISEE: [CORPORATE NAME]	**SNAP-ON TOOLS COMPANY LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in New York

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and the undersigned Franchisee ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 19 is amended by adding the following to the start of the Section: "Franchisee may terminate upon any grounds available under New York law."

2. Section 27 is amended by adding the following at the end of the Section: "This Section shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the New York State General Business Law and the regulations issued thereunder."

3. Except to the extent the Franchise Agreement is expressly amended by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of _____ (the "Effective Date").

FRANCHISEE: [CORPORATE NAME]	**SNAP-ON TOOLS COMPANY LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in North Carolina

This Addendum to the Franchise Agreement (the “Franchise Agreement”) dated as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and the undersigned Franchisee ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

The following information is required to be included in this Agreement by North Carolina law:

1. Snap-on's agent in North Carolina authorized to receive service of process is: North Carolina Secretary of State, 2 South Salisbury Street, Raleigh, North Carolina, 27601-2903.

2. The approximate delivery date for Franchisee’s initial inventory of Products shall be no later than thirty (30) days after Franchisee places the order for the initial inventory with Snap-on.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of _____ (the “Effective Date”).

FRANCHISEE:
[CORPORATE NAME]

By:_____

Printed Name & Title:_____

SNAP-ON TOOLS COMPANY LLC

By:_____

Printed Name & Title:_____

Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in North Dakota

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and the undersigned Franchisee ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The North Dakota Securities Commissioner mandates that a North Dakota franchisee are only subject to covenants not to compete under certain conditions. Therefore, notwithstanding Section 22 of the Franchise Agreement, Snap-on will enforce Section 22 when the conditions of N.D. Cent. Code § 09-08-06 are met.

2. The North Dakota Securities Commissioner mandates that North Dakota franchisees may not be required to consent to the jurisdiction of courts outside of North Dakota. Therefore, notwithstanding Section 25.C. of this Agreement, Snap-on will only bring an action against a North Dakota franchisee in a court within the jurisdiction of the State of North Dakota.

3. The North Dakota Securities Commissioner has held that waiver of trial by jury may not be enforceable. Therefore, notwithstanding Section 25.C, Snap-on will not require the waiver of trial by jury.

4. The North Dakota Securities Commissioner mandates that a North Dakota franchise agreement be governed by the laws of North Dakota. Therefore, notwithstanding Section 27 of the Franchise Agreement, the governing law of this Agreement shall be the laws of the State of North Dakota, except to the extent that the Federal Arbitration Act shall apply in accordance with Section 25 of the Franchise Agreement.

5. Except to the extent the Franchise Agreement is expressly amended by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of _____ (the "Effective Date").

FRANCHISEE:	**SNAP-ON TOOLS COMPANY LLC**
[CORPORATE NAME]	
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in Washington

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and the undersigned Franchisee ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 20.B.(9) is hereby amended to read as follows:

(9) If Franchisee has received three (3) or more notices of default within the previous twelve (12) months, Snap-on shall be entitled to send Franchisee a notice of termination upon the next default of Franchisee under this Section 20.B. without providing Franchisee an opportunity to correct the default; or

2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

4. The Washington Franchise Investment Protection Act, Chapter 19.100.220.(2) RCW provides as follows:

"(2) Any agreement, condition, stipulation or provision, including a choice of law provision, purporting to bind any person to waive compliance with any provision of this chapter or any rule or order hereunder is void. A release or waiver executed by any person pursuant to a negotiated settlement in connection with a bona fide dispute between a franchisee and a franchisor, arising after their franchise agreement has taken effect, in which the person giving the release or waiver is represented by independent legal counsel, is not an agreement prohibited by this subsection."

5. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

6. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of _____ (the "Effective Date").

FRANCHISEE:	**SNAP-ON TOOLS COMPANY LLC**
[CORPORATE NAME]	
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

APPENDIX I.1.B

OWNER'S GUARANTY OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to the execution of that certain Franchise Agreement of even date herewith (the "Franchise Agreement") by Snap-on Tools Company, LLC ("Snap-on"), the undersigned Guarantor (the "Guarantor") hereby personally and unconditionally (1) guarantees to Snap-on and its affiliates and their respective successors and assigns, for the term of the Franchise Agreement and thereafter as provided in the Franchise Agreement, that the Franchisee (defined below) will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement and other agreements between Franchisee and Snap-on or its affiliates and (2) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement and all other agreements between Franchisee and Snap-on or its affiliates, including but not limited to, the punctual payment of all amounts owed to Snap-on and its affiliates, to the same extent as if the Guarantor directly entered into the Franchise Agreement and other agreements with Snap-on or its affiliates. Guarantor hereby waives:

(1) acceptance and notice of acceptance by Snap-on and its affiliates of the foregoing undertakings;

(2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;

(3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

(4) any right Guarantor may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

(5) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

Guarantor consents and agrees that:

(1) Guarantor's direct and immediate liability under this guaranty will be joint and several;

(2) Guarantor will render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so;

(3) such liability will not be contingent or conditioned upon pursuit by Snap-on or its affiliates of any remedies against Franchisee or any other person;

(4) such liability will not be diminished, relieved or otherwise affected by any amendment or modification to the Franchise Agreement or by any extension of time, credit or other indulgence which Snap-on 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 will in any way modify or amend the term of this guaranty, which will be continuing and irrevocable during the term of the Franchise Agreement, including any extensions or renewals of the Franchise Agreement.

GUARANTOR HEREBY AGREES THAT ANY DISPUTES ARISING UNDER OR RELATING TO THIS GUARANTY OR TO THE FRANCHISE AGREEMENT WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION CONDUCTED ACCORDING TO THE PROVISIONS SET FORTH IN SECTION 25 OF THE FRANCHISE AGREEMENT, WHICH ARE HEREBY INCORPORATED BY REFERENCE AS IF SET FORTH IN FULL, AND THAT ALL PROVISIONS OF THE FRANCHISE AGREEMENT RELATING TO ENFORCEMENT OF OBLIGATIONS OF ANY PARTY THERETO WILL LIKEWISE APPLY TO ENFORCEMENT OF THE OBLIGATIONS UNDER THIS GUARANTY AGREEMENT, TO THE SAME EXTENT AS IF THE GUARANTOR WERE THE FRANCHISEE UNDER THE FRANCHISE AGREEMENT.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature, on the same day and year as the Franchise Agreement was executed.

"Franchisee" is _____.

PERCENTAGE OF OWNERSHIP INTERESTS IN FRANCHISEE	**GUARANTOR(S)**
_____	_____
_____	_____
	_____
	DATE OF AGREEMENT

APPENDIX I.1.C.1

ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT
(Renewal Franchise)

THIS ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT ("Addendum") amends that certain Franchise Agreement (the "Franchise Agreement") dated as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on"), and the undersigned Franchisee ("Franchisee").

The Franchise Agreement is hereby amended as follows:

1. Section 2 of the Franchise Agreement is deleted and the following substituted as Section 2:

"Initial Term. The term of this Agreement and the franchise granted by this Agreement shall be five (5) years from the Effective Date unless sooner terminated according to Sections 19 or 20 of this Agreement."

2. Section 3 of the Franchise Agreement is deleted and the following substituted as Section 3:

"Renewal. Franchisee has no further option to renew this Agreement, provided however:

A. After expiration of the term of this Agreement and the franchise granted by this Agreement, Snap-on may, but has no obligation to offer Franchisee one additional five (5) year term on terms and conditions then being offered to other renewing franchisees, which will include the Franchisee and its owners executing a general release in a form satisfactory to Snap-on.

B. If applicable law requires a standard of renewal, this Agreement will be deemed amended to conform to the minimum standard required by such applicable law or regulation. Snap-on intends to deliver any required notice and this Agreement will remain in effect on a month-to-month basis only until Franchisee has received such required notice."

3. Section 4.A of the Franchise Agreement is deleted and the following substituted as Section 4.A:

"Initial License Fee. Franchisee has paid an Initial License Fee of Eight Thousand Dollars ($8,000.00). The Initial License Fee was paid in consideration of Snap-on initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason."

4. Section 7.C of the Franchise Agreement is deleted and of no force or effect.

5. Section 8.H of the Franchise Agreement is modified by deleting the sentence "Snap-on will initially provide Franchisee, without cost to Franchisee, with a technology package including computer hardware and printer meeting the current specifications of the Snap-on Program."

6. Except as provided above, all other terms of the Franchise Agreement will remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum will govern. All terms not defined herein will have the same meaning as in the Franchise Agreement. This Addendum will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of _____ (the "Effective Date") of the Franchise Agreement.

FRANCHISEE: [CORPORATE NAME]	**SNAP-ON:** **SNAP-ON TOOLS COMPANY LLC**
By:_____	By:_____
Printed Name &Title:_____	Printed Name & Title:_____

APPENDIX I.1.C.2

ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT
(Transfer Franchise)

THIS ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT ("Addendum") amends that certain Franchise Agreement (the "Franchise Agreement") as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on"), and the undersigned Franchisee ("Franchisee").

The Franchise Agreement is hereby amended as follows:

1. Section 4.A of the Franchise Agreement is deleted and the following substituted as Section 4.A:

"Initial License Fee. Franchisee has paid an Initial License Fee of Twelve Thousand Dollars ($12,000.00). The Initial License Fee was paid in consideration of Snap-on initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason."

2. Except as provided above, all other terms of the Franchise Agreement will remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum will govern. All terms not defined herein will have the same meaning as in the Franchise Agreement. This Addendum will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE:	**SNAP-ON:**
[CORPORATE NAME]	**SNAP-ON TOOLS COMPANY LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

APPENDIX I.1.C.3

ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT
(Additional Franchise)

THIS ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT FOR ADDITIONAL FRANCHISE ("Addendum") amends that certain Franchise Agreement (the "Franchise Agreement") as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on"), and the undersigned Franchisee ("Franchisee").

The Franchise Agreement is hereby amended as follows:

1. Initial License Fee. Section 4.A of the Franchise Agreement is deleted and the following substituted as Section 4.A:

"Initial License Fee. Franchisee has paid an Initial License Fee of Twelve Thousand Dollars ($12,000.00). This Initial License Fee was paid in consideration of Snap-on initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason."

2. Terms of Addendum Govern, Etc. Except as provided above, all other terms of the Franchise Agreement will remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum will govern. All terms not defined herein will have the same meaning as in the Franchise Agreement. This Addendum will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE: [CORPORATE NAME] [ADDRESS]	**SNAP-ON:** **SNAP-ON TOOLS COMPANY LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

APPENDIX I.1.C.4

ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT
(Veterans Discount)

THIS ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT ("Addendum") amends that certain Franchise Agreement (the "Franchise Agreement") as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on"), and the undersigned Franchisee ("Franchisee").

The Franchise Agreement is hereby amended as follows:

1. Snap-on to Provide Inventory. Snap-on will provide Franchisee, without cost to Franchisee, with inventory, having a franchisee cost of $20,000.00 (the "Veterans Discount") to be used as a portion of the initial inventory requirement under the Franchise Agreement.

2. Terms of Addendum Govern, Etc. Except as provided above, all other terms of the Franchise Agreement will remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum will govern. All terms not defined herein will have the same meaning as in the Franchise Agreement. This Addendum will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE: [CORPORATE NAME]	**SNAP-ON:** **SNAP-ON TOOLS COMPANY LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

APPENDIX I.1.C.5

SBA MANDATED ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT ("Addendum") is made and entered into on _____, _____, by and between SNAP-ON TOOLS COMPANY LLC ("Franchisor"), located at 2801 80th Street, Kenosha, WI, 53143, and _____ ("Franchisee"), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, _____, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for a loan ("Loan") from a lender in which funding is provided with the assistance of the U.S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining the SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor may not record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees.

This Addendum automatically terminates on the earlier to occur of the following: (i) the Loan is paid in full; or (ii) SBA no longer has any interest in the Loan.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

FRANCHISOR:	**FRANCHISEE:**
By:_____	By:_____
Print Name:_____	Print Name:_____

Note to Parties: This Addendum only addresses "affiliation" between Franchisor and Franchisee. Additionally, the applicant Franchisee and franchise system must meet all SBA eligibility requirements.

APPENDIX I.1.C.6

ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT
(Franchisee Owned by Trust)

THIS ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT ("Addendum") amends that certain Franchise Agreement (the "Franchise Agreement") as of the Effective Date below, between SNAP-ON TOOLS COMPANY, LLC ("Snap-on"), and the undersigned Franchisee ("Franchisee").

The Franchisee is owned by_____ Trust dated _____.

The Franchise Agreement is hereby amended as follows:

1. The following Section 1.I. is added to the end of Section 1 of the Franchise Agreement:

I. **Trust Franchisee.** Notwithstanding anything herein to the contrary, if a Franchisee is owned by a trust, references in this Agreement to principal owner(s) or to owner(s) will include the grantor(s) and, if the grantor(s) is/are deceased or otherwise not acting as trustee(s) of the trust, the trustee(s) of the trust. The grantor(s) and the trustee(s) are subject to the same obligations under the Agreement as owners or principal owners and Snap-on, in its discretion may require to execution of the same documents as the principal owner pursuant to this Agreement including but not limited to personal guarantees or other documents. Further, Snap-on may require the trustee to attend its Store Management Training.

2. Section 15 of the Franchise Agreement is deleted and the following is substituted as Section 15:

15. **Confidentiality.** Franchisee acknowledges that Snap-on owns the Snap-on Program, which includes, but is not limited to, Snap-on's trade secrets, the List of Calls, the Operations Manual and all other manuals provided to Franchisee by Snap-on. The Snap-on Program is disclosed to Franchisee in confidence and solely for the purpose of enabling Franchisee to operate the franchise, and Franchisee will not disclose any part of it to anyone other than Franchisee's employees in the Snap-on business, Snap-on employees other Snap-on franchisees, and in the case of a trust Franchisee, the Franchisee's trustee(s), and the Franchisee's beneficiaries entitled to any such information (whether through the Franchisee trust instrument or applicable state laws) or use it for any other purpose than the operation of its franchised business in compliance with this Agreement. Franchisee is responsible for Franchisee's employees, trustees and beneficiaries, as applicable, maintaining the confidentiality of these materials. Franchisee acknowledges that such disclosure would inflict irreparable injury on Snap-on and that Snap-on will be entitled to obtain injunctive relief in addition to any other legal or equitable remedies it may have upon a breach of this Section 15."

3. The following Section 18.F. is added to the end of Section 18 of the Franchise Agreement:

F. **Transfers by Trust Franchisee.** If the Franchisee is owned by a trust, all of the provisions of this Section 18 apply, except that:

(1) If the trustee seeks to terminate the trust and directly or indirectly, distribute, sell, assign, transfer, convey, give away all of the trust's interest in the

Franchisee to the grantor of the trust or the trustee individually, then Section 18.B shall apply.

(2) If the trustee seeks to terminate the trust and directly or indirectly, distribute, sell, assign, transfer, convey, give away all of the trust's interest to the beneficiaries of the trust, the beneficiaries shall be deemed "heirs" and Section 18.D shall apply.

4. The following Sections 20.B.11-13 are added to the end of Section 20 of the Franchise Agreement:

(11) If Franchisee is owned by a trust, if the trustee is convicted of, or pleads nolo contendere to, a felony charge as defined in applicable law; a crime involving moral turpitude; or any other crime or offense, including any misdemeanor, that is reasonably likely to adversely affect the goodwill associated with the Snap-on brand or any of the Trademarks.

(12) If Franchisee is owned by a trust and this Agreement is in force and effect at the time of a change in trustee under the terms of the governing trust document and such new trustee fails to provide to Snap-on a Notice for Change in Trustees (as defined in the Policy for Franchisees Owned by Trust) within thirty (30) days of such change of trustee.

(13) If the Franchisee is owned by a trust, any transfer of the franchise, including but not limited to a transfer to the grantor of the trust, a new trust, a beneficiary or beneficiaries of the trust or to a third-party, that does not comply with the requirements of Section 18.B. For purposes of this subsection 20.B (13), "transfer" includes a direct or indirect, distribution, sale, assignment, transfer, conveyance and gift.

5. The Sections of the Franchise Agreement pertaining to the Covenant Not to Compete and Dispute Resolution shall apply to the trustee of a Franchisee owned by a trust, in addition to the owner of the Franchisee and the Franchisee.

IN WITNESS WHEREOF, the parties have executed this Addendum as of _____ (the "Effective Date") of the Franchise Agreement.

FRANCHISEE:	**SNAP-ON:**
[CORPORATE NAME]	**SNAP-ON TOOLS COMPANY, LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

APPENDIX I.1.D

FRANCHISEE ADOPTION AGREEMENT
FOR POINT SERVICE MERCHANT AGREEMENT
NOTICE TO FRANCHISEES: THIS IS NOT A CONTRACT WITH SNAP-ON

Snap-on Incorporated ("Snap-on") and VeriFone, Inc. ("Verifone") have entered into a Point Service Merchant Agreement, dated as of December 1, 2015 (the "Master Agreement"), pursuant to which Verifone has agreed to provide products and services to Snap-on.

By accepting this Adoption Agreement, you (the undersigned) are entering into an agreement directly with VeriFone, agree to be bound by the terms of, and are entitled to the benefits of, the Master Agreement applicable to Snap-on Franchisees, a copy of which is attached hereto. With respect to each such Master Agreement, all references to Merchant herein shall be deemed to refer to the Franchisee executing this Adoption Agreement, except as otherwise specifically set forth in the Master Agreement.

The Master Agreement sets forth the services that are available for purchase (the "Point Service") and the applicable pricing. Under this Adoption Agreement, you may submit orders to Verifone for the Point Service; provided that all such orders will be subject to the terms and conditions of the Master Agreement, and any terms included in any order that are inconsistent with or in addition to the Master Agreement will not be binding unless expressly agreed in writing by Verifone.

You agree to pay the fees for the Point Service you have elected below and as set forth in the Master Agreement. The options included in the Master Agreement shall not apply to You; only the options You elect below shall apply to You. Please include all options desired, and include the total monthly fee below. You will pay the fees due by ACH in accordance with the ACH Authorization Form attached hereto.

Device Model	**MX915**	**If you wish to select an Option below, insert the price in the column below.** **If you DO NOT wish to select the option below, enter "NA."** **Total the prices in this column and include the Total Monthly Fee below**
Point Classic Services Base Package Monthly Fee	$35.00	$35.00
Options:		Options: (insert price or NA)
Low Contour MX Stand	$3.00	
Wall Mount	$2.75	
Priority Exchange	$1.50	
PCI/SAQ	$3.25	
Total Monthly Fee	$45.50	$

The Master Agreement sets forth certain terms related to dispute resolution that are binding on you. See Section 10 of the Master Agreement. Such terms include without limitation that any Dispute (as defined in the Master Agreement) shall be determined by binding arbitration and that you may not pursue any claim as a class action, class arbitration, private attorney general action or other representative action against Snap-on, its subsidiaries or VeriFone as to any Dispute. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action must be brought on an individual (non-class, non-representative) basis.

This Adoption Agreement will commence on the last date set forth below and will terminate when the Master Agreement terminates, unless terminated earlier as provided in the Master Agreement. You expressly acknowledge and agree that all rights of termination for default as provided in the Master Agreement are granted to Snap-on and not to you with respect to terminating the Master Agreement and only apply to you with respect to terminating your obligations under this Adoption Agreement. Pursuant to Section 3.0 of Exhibit A of the Master Agreement, You may terminate the service term for a Device at any time, including upon store closing or otherwise, by requesting in writing that Verifone deactivate the Device on the Point Service transaction gateway and returning the Device to Verifone in accordance with the Master Agreement. Verifone may also terminate this Adoption Agreement in the event that you fail to comply with the terms of the Master Agreement or this Adoption Agreement.

All notices shall be given to you and Verifone, respectively, in accordance with the Master Agreement, with notices to you provided to the address set forth below.

All capitalized terms not defined in this Adoption Agreement have the definition given in the Master Agreement.

Agreed and Accepted:

_____	VERIFONE, INC.
Franchisee *(Please include full legal entity name, indicating whether a corporation, LLC, or partnership)*	
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

Franchisee Address:

Legal Name:_____

Address:_____

City:_____

State:_____ Zip:_____

Attn:_____

Email:_____

POINT SERVICE MERCHANT AGREEMENT

NOTICE TO FRANCHISEES SIGNING ADOPTION AGREEMENT: THIS IS A CONTRACT BETWEEN VERIFONE AND THE FRANCHISEE. THIS IS NOT A CONTRACT BETWEEN THE FRANCHISEE AND SNAP-ON.

This Point Service Merchant Agreement ("**Agreement**") is being entered into as of the last date set forth below (the "**Effective Date**") by and between Snap-on Incorporated ("**Snap-on**" or "**Merchant**") and VeriFone, Inc. ("**VeriFone**") regarding VeriFone's Point Service. All references to Exhibits A, B and C herein shall mean Exhibits A, B and C attached hereto and incorporated herein by this reference.

1. SCOPE

(a) Point Service. VeriFone shall provide Merchant with the Point service as selected by Merchant in Exhibit A (the "**Point Service**"). The Point Service includes those services and software as set forth in the Exhibit A hereto (the "**Services**" and "**Software**" respectively), which may be bundled with one or more VeriFone payment devices, provided on a rental basis, as set forth in Exhibit A (the "**Devices**"). Merchant acknowledges that VeriFone has contracted with third parties for certain Services and Devices being provided hereunder, as specified in Exhibit A (each, a "**Third Party Product" or "Third Party Service**", respectively).

(b) Supported VeriFone Devices. The Point Service is currently supported on certain VeriFone payment devices, as designated by VeriFone from time to time. Merchant may only use the Point Service with such VeriFone payment devices. VeriFone reserves the right to remove a VeriFone payment device from the list of supported VeriFone payment devices (including in the event VeriFone elects to end of life such VeriFone payment device). Verifone shall use commercially reasonable efforts to provide Snap-on with six (6) months' notice of the end of life of any such Verifone payment device. Snap-on acknowledges that legal, regulatory or PCI changes for which the industry is not given reasonable advance notice may impact Verifone's ability to provide such 6-month prior notice. In addition, notwithstanding the foregoing, a Verifone mobile payment device (currently the e payment device) may be discontinued in the event that the third party product(s) which interface with such Verifone mobile payment device are discontinued and Verifone will use commercially reasonable efforts to promptly provide Snap-on an end of life notice with respect thereto. If Merchant is procuring the Point Service that includes a Device rental, VeriFone shall provide such Device to Merchant as set forth in Exhibit A. Otherwise, Merchant is responsible for separately procuring such VeriFone payment devices from VeriFone or a VeriFone reseller.

(c) License or Service Term. The Point Service is provided to Merchant for each VeriFone payment device for the license term or service term set forth in Exhibit A.

(d) Franchisees. Snap-on Tools Company LLC franchisees ("**Franchisees**") may purchase the Point Service from Verifone in accordance with the terms of this Agreement by entering into an Adoption Agreement with Verifone, the form of which is set forth in Exhibit B attached hereto. Upon execution of the Adoption Agreement by the Franchisee, such Adoption Agreement and the terms of this Agreement become personal to the Franchisee and the Franchisee is solely liable for all obligations thereunder. Each Franchisee is subject to credit approval by Verifone. With respect to each such Adoption Agreement, all references to Merchant herein shall be deemed to refer to the Franchisee executing such Adoption Agreement, except as otherwise specifically set forth herein.

2. FEES; PAYMENT

(a) Fees. Merchant agrees to pay the fees for the Point Service as set forth in Exhibit A or an Adoption Agreement, as applicable. Snap-on is not obligated to pay any fee due by a Franchisee. VeriFone reserves the right to change such fees annually with sixty (60) days prior written notice, commencing with the first Renewal Term (as defined in Section 7 below), to reflect VeriFone's then current standard fees. Such fee changes shall only apply to any Point Service ordered after the date of the fee change.

(b) Payment. (i) Verifone shall invoice Snap-on for the Point Service. Payment terms for all invoiced amounts will be thirty (30) days from the date of invoice as long as the account is current.
(ii) Franchisees shall pay for the Point Service by ACH pursuant to the ACH terms attached hereto as Exhibit C.
(iii) All payments shall be in U.S. dollars, unless a different currency is specified in Exhibit A. All fees are non-refundable.

(c) Taxes; Failure to Pay. All fees are exclusive of applicable taxes, including without limitation sales tax. Applicable taxes will be added to the amount billed to Merchant. If Merchant fails to pay the charges for the Point Service when due: (i) Merchant shall pay VeriFone interest on the overdue payment from the date due until paid at the rate of 18.0% per annum, or the maximum rate permissible by law, whichever is less, and (ii) VeriFone reserves the right to pursue any and all legal remedies to collect the amounts owed by Merchant. In addition, in the event Merchant fails to pay the charges for the Point Service when due, and fails to cure such failure within fifteen (15) days of receipt of written notice from VeriFone thereof, VeriFone shall be entitled to withhold Merchant's access to the Point Service, or any Services therein, until Merchant pays such fees. Merchant shall pay to VeriFone any actual additional expenses incurred by VeriFone in collection efforts.

3. LICENSES

(a) Hosted Point Services. If Exhibit A includes any Hosted Point Services, this Section 3(a) shall apply. Subject to the terms and conditions of this Agreement, and Merchant's payment of the applicable fees, VeriFone hereby grants to Merchant a limited, non-exclusive, non-transferable, non-sublicensable right and license, during the applicable license or service term set forth in the Exhibit A: (i) to access and use the Hosted Point Services set forth in Exhibit A solely for Merchant's internal business purposes; (ii) to execute, download and display the features, functions and graphical interface components of Hosted Point Services to communicate, transfer and collect data; and (iii) to display, download, print and reproduce any documentation provided by VeriFone as reasonably required for the use of the Point Service. VeriFone may modify the Hosted Point Services from time to time in its reasonable discretion, provided that such modifications shall not materially diminish the functionality thereof.

VeriFone conducts routine maintenance to the Hosted Point Services. Maintenance is generally scheduled during time periods when overall end user online activity is limited. VeriFone reserves the right to shut down the Hosted Point Services with no notice should emergency maintenance become necessary. VeriFone reserves the right to remove any user from the Hosted Point Services should VeriFone determine, in its sole discretion, that the Hosted Point Services have been compromised or in any way used inappropriately. In extreme cases, where a user has compromised the security of the Hosted Point Services or otherwise acted in a malicious or damaging manner, removal may occur immediately without prior notification.

(b) Software. If Exhibit A includes any Software, this Section 3(b) shall apply. Subject to the terms and conditions of this Agreement, and Merchant's payment of the applicable fees, VeriFone hereby grants to Merchant a limited, non-exclusive, non-transferable, non-sublicensable right and license, solely for Merchant's internal business purposes in the United States during the applicable license or service term set forth in Exhibit A: (i) to use the Software (in object code form only) on the applicable VeriFone payment device; and (ii) to use any related documentation provided by VeriFone for use with the Software. Additional license terms for certain Software may be set forth in Exhibit A.

(c) Restrictions. Merchant shall have no right to market, distribute, sell, assign, pledge, sublicense, lease, deliver or otherwise transfer the Point Service, any component thereof, including without limitation the Software, to any third party. Merchant shall not reverse engineer, decompile, disassemble, translate, modify, alter or create any derivative works based upon the Software, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Software, without the prior express written consent of VeriFone. Merchant shall not remove from the Devices or the Software, or alter, any of trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Devices or the Software, without the prior express written consent of VeriFone.

(d) Ownership. Merchant acknowledges that the Point Service (including the Devices, Software, Services and any related documentation) and any intellectual property rights relating to or residing therein, including the proprietary electronics, software and technical information of VeriFone

therein (the "**Proprietary Materials**"), are proprietary products of VeriFone and that ownership of all patents, copyrights, trade secrets, trademarks, trade names, mask work rights and other proprietary rights relating to or residing therein shall remain with VeriFone. Except for the license rights set forth in this Section 3 or Exhibit A, Merchant shall have no right, title or interest therein. VeriFone reserves all rights in the Proprietary Materials and any other VeriFone intellectual property not expressly granted herein. Merchant shall promptly notify VeriFone of any actual or threatened misappropriation or infringement of VeriFone's or its suppliers' proprietary rights which comes to Merchant's attention.

(e) Derived Data. For Services where VeriFone is collecting or processing transaction data for Merchant, Merchant acknowledges that VeriFone may collect and share with partners data from Merchant's transactions, with any sharing in aggregate and anonymous form only (for statistical and other business purposes); however, such data shall not include any "cardholder data" under Payment Card Industry Security Standard's Council rules, any of Merchant's or a customer's personally identifiable information, Merchant's or a customer's personal financial information or any other data that VeriFone may be prohibited from collecting or sharing under applicable privacy laws. Merchant agrees that VeriFone may use such data for purposes of data analytics and optimizing or otherwise enhancing its products and services. VeriFone will comply with all applicable laws and regulations with respect to any use, sharing and dissemination of this data. In accordance with VeriFone's use of derived data, VeriFone reserves the right to anonymously track and report Merchant's activity inside of the Point Service components. This paragraph shall survive any expiration or termination of this Agreement.

4. WARRANTIES; DISCLAIMERS

(a) Warranties. VeriFone warrants that (i) the Point Service shall conform to the description thereof set forth in Exhibit A in all material respects, and (ii) VeriFone shall comply with all applicable federal and state laws in its performance of the Point Service. Additional warranties may be set forth in Exhibit A.

(b) Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE POINT SERVICE IS PROVIDED "AS IS." VERIFONE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. VERIFONE DOES NOT WARRANT THAT THE POINT SERVICE, OR ANY COMPONENT THEREOF, WILL MEET THE REQUIREMENTS OF MERCHANT OR THAT THE OPERATION OF THE POINT SERVICE, OR ANY COMPONENT THEREOF, WILL BE UNINTERRUPTED OR ERROR FREE. MERCHANT ACKNOWLEDGES THAT UNDER NO CIRCUMSTANCES DOES VERIFONE REPRESENT OR WARRANT THAT ALL ERRORS IN ANY SOFTWARE CAN BE REMEDIED. VERIFONE SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS. NO ADVICE OR INFORMATION OBTAINED BY MERCHANT FROM VERIFONE OR FROM ANY OTHER THIRD PARTY ABOUT THE POINT SERVICE SHALL CREATE ANY WARRANTY.

5. INFRINGEMENT INDEMNITY

(a) Indemnity. Subject to the provisions of this Section 5 and Section 6 below, VeriFone shall at its expense defend any action against Merchant to the extent such action is based on a claim that the Point Service, or a component thereof, infringes a United States patent, copyright, trademark, or trade secret and VeriFone shall pay those damages and costs awarded against Merchant in such action which are attributable to such claim, provided that Merchant notifies VeriFone promptly in writing of such action, Merchant gives VeriFone sole control of the defense thereof (and any negotiations for settlement or compromise thereof), and Merchant cooperates in the defense thereof at VeriFone's expense. If the Point Service, or a component thereof, becomes, or in VeriFone's opinion is likely to become, the subject of a claim of infringement (the "**Infringing Item**"), then Merchant shall permit VeriFone, at its option and expense, either to (i) procure the right to continue using the Infringing Item, or (ii) replace or modify the Infringing Item so that they become non-infringing. If options (i) or (ii) are not commercially reasonable options for VeriFone, then either party may terminate this Agreement upon written notice to the other party, in which event Merchant's obligation to pay the recurring fees hereunder shall terminate. Merchant shall not incur any costs or expenses for the account of VeriFone under or pursuant to this Section 5 without VeriFone's prior express written consent. THE FOREGOING STATES THE ENTIRE LIABILITY OF VERIFONE FOR INFRINGEMENT CLAIMS AND ACTIONS RELATED TO THE POINT SERVICE, OR ANY COMPONENT THEREOF.

(b) Exceptions. VeriFone shall have no liability to Merchant under this Section 5 or otherwise for any action or claim alleging infringement based upon (1) any use of the Point Service, or a component thereof, in a manner other than as specified by VeriFone in this Agreement; (2) any use of the Point Service in combination with other services, equipment, devices, software, systems or data not supplied by VeriFone (including without limitation any software produced by Merchant for use with the Point Service, if any); (3) any alteration, modification or customization of the Point Service, or a component thereof, by any person other than VeriFone (including without limitation Merchant), or (4) any failure to install an update to the Software provided by VeriFone within a commercially reasonable time after the update is made available by VeriFone to Merchant.

6. LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT TO THE EXTENT PROHIBITED BY LAW: (A) VERIFONE SHALL HAVE NO LIABILITY TO MERCHANT OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS OR REVENUE, GOODWILL OR SAVINGS, DOWNTIME, OR DAMAGE TO, LOSS OF OR REPLACEMENT OF DATA OR TRANSACTIONS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES) RELATING IN ANY MANNER TO THE POINT SERVICE (WHETHER ARISING FROM CLAIMS BASED IN WARRANTY, CONTRACT, TORT OR OTHERWISE), EVEN IF VERIFONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGE; (B) IN ANY CASE, VERIFONE'S ENTIRE LIABILITY RELATING IN ANY MANNER TO THE POINT SERVICE, REGARDLESS OF THE FORM OR NATURE OF THE CLAIM, SHALL BE LIMITED IN THE AGGREGATE TO THE FEES ACTUALLY PAID BY MERCHANT FOR THE POINT SERVICE UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE CLAIM ARISING; AND (C) VERIFONE SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE POINT SERVICE. THE LIMITATIONS ON VERIFONE'S LIABILITY SET FORTH IN CLAUSES "(B)" AND "(C)" OF THIS SECTION 6 SHALL NOT APPLY TO VERIFONE'S OBLIGATIONS UNDER SECTION 5 ABOVE OR LIABILITY FOR DEATH, PERSONAL INJURY OF A PHYSICAL NATURE OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY VERIFONE'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE LIMITATIONS CONTAINED IN SECTIONS 4 AND 5 ABOVE AND THIS SECTION 6 ARE A FUNDAMENTAL PART OF THE BASIS OF VERIFONE'S BARGAIN HEREUNDER, AND VERIFONE WOULD NOT PROVIDE THE POINT SERVICE TO MERCHANT ABSENT SUCH LIMITATIONS.

7. TERM; TERMINATION

(a) Term. This Agreement shall commence on the Effective Date and remain in effect for three (3) years ("**Initial Term**"). Thereafter, this Agreement shall continue in effect for annual renewals (each a "**Renewal Term**") unless one party notifies the other party of non-renewal at least thirty (30) days prior to the renewal date.

(b) Termination. VeriFone may terminate this Agreement (i) upon thirty (30) days written notice to Merchant if Merchant breaches any of the terms in this Agreement, which breach or failure is not cured within such 30-day period, (ii) upon written notice in the event of any termination of Merchant's business or (iii) upon ninety (90) days' notice to Merchant if VeriFone ceases to offer the Point Solution to its customers generally. Merchant may terminate this Agreement upon thirty (30) days written notice to VeriFone if VeriFone breaches any of the terms of this Agreement, which breach is not cured within such 30-day period. VeriFone shall have the right to terminate any Third Party Services that may be included in the Point Service at any time upon written notice to Merchant if VeriFone's agreement with its product supplier or service provider terminates. Upon any such termination, the parties may agree to adjust the pricing to reflect the termination of such Third Party Services.

(c) Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, Merchant may no longer place orders for the Point Service. Additional terms regarding expiration or termination are set forth in Exhibit A.

(d) Certificate. Upon termination of Merchant's right to use the Software under this Agreement, at VeriFone's request, Merchant shall provide VeriFone a certificate certifying that Merchant has ceased all use of the Software on VeriFone payment devices, signed by an authorized representative of Merchant.

(e) Survival. Notwithstanding anything to the contrary contained in this Agreement, Sections 2(until all fees are paid), 3(d), 4(b), 5, 6, 7(c), 7(d),

7(e), 8, 9, 10 and 11, as well as any provisions in Exhibit A regarding effect of expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement.

8. FOREIGN CORRUPT PRACTICES ACT. VeriFone and Merchant shall ensure that its subsidiaries, owners, officers, directors, employees, partners, subcontractors, agents and representatives (collectively, "**Representatives**"), fully comply with all applicable anti-corruption and anti-bribery laws and regulations in connection with this Agreement, including, but not limited to, the United States Foreign Corrupt Practices Act (the "**FCPA**"), as may be amended from time to time. Without limiting the generality of the foregoing obligation, each party specifically understands and agrees that it shall not, and shall take reasonable measures to assure that Representatives shall not, make, authorize, offer or promise to make or give any money or any other thing of value, directly or indirectly, to any government official or employee, political party or candidate for political office, or any other person for the purpose of securing any improper or unfair advantage or obtaining or retaining business in connection with the activities contemplated hereunder. Any breach or violation of any provision contained in this Section 8 shall be grounds for immediate termination of this Agreement by the other party. Each party represents and warrants that such party has not committed and has no information, reason to believe, or knowledge of any Representative having committed or intending to commit, any violation of the FCPA or any act or omission which could cause VeriFone to be in violation of the FCPA with respect to any activities related to this Agreement or the business of VeriFone.

9. EXPORT CONTROL LAWS. Merchant acknowledges that Point Service is designed for use in the United States only and components of the Point Service are subject to the export control laws of the United States. Accordingly, Merchant shall not use or export any component of the Point Service outside of the United States (as used herein, the "United States" excludes all territories of the United States, including Puerto Rico and Guam). In connection with VeriFone's policies to assure compliance with U.S. export control laws and regulations, including embargoes and sanctions, as well as the laws and regulations of countries in which VeriFone products, technology and/or software are sold, Merchant agrees that the following terms and conditions shall apply to VeriFone's sale of the Point Service to Merchant:

(a) Merchant agrees to abide by all applicable U.S. export control laws and regulations for the Point Service. Without limiting the generality of the foregoing:

(i) Merchant, on behalf of itself and Merchant Representatives, represents and warrants that Merchant/they will not use, export or re-export, sell, re-sell, license, distribute, make available or transfer or cause or facilitate the transfer of any component of the Point Service, including any component or part thereof, directly or indirectly to: (x) Cuba, Iran, North Korea, Sudan, or Syria, or any other country for which the U.S. maintains an export embargo or other economic sanctions; or (y) any individual or entity listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Commerce Department's Table of Denial Orders or any other denied parties, as such lists may be updated from time to time; and

(ii) Merchant and Merchant Representatives will not use, export or re-export, sell, re-sell, divert or otherwise transfer the Point Service, including any component or part thereof, for use in activities that involve the development, production, use or stockpiling of nuclear activities of any kind, chemical or biological weapons or missiles, unmanned aerial vehicles, or microprocessors for military use, or any terrorist activities, nor use the Point Service, including any component or part thereof, in any facilities that are engaged in activities relating to such weapons or applications.

(b) Merchant represents and warrants that Merchant has the appropriate policies and procedures in place to ensure compliance with the foregoing, including, without limitation, the prohibition of any re-export of any component of the Point Service to countries subject to a U.S. trade embargo. Such measures shall include, at a minimum, accurate recordkeeping, and are subject to VeriFone's audit rights that may be exercised from time to time by VeriFone in its sole and absolute discretion to confirm compliance.

(c) Merchant agrees that if VeriFone reasonably believes that Merchant is in breach of any of the terms and conditions contained in this Section 9 that alone shall be sufficient grounds for further action by VeriFone, including, without limitation, cancellation of any orders or denial of future business, without any liability or obligation to Merchant. In addition, Merchant hereby indemnifies VeriFone and its affiliates, directors, officers and employees for all costs, expenses, damages, claims, charges, penalties, fines and other losses that arise in connection with any breach by Merchant or Merchant Representatives of the terms and conditions contained in this Section 9.

10. DISPUTE RESOLUTION

(a) Franchisee Dispute. If any dispute arises between Verifone and any Franchisee related to this Agreement or the Adoption Agreement or the breach, termination or validity hereof, Verifone, Franchisee and Snap-on will, within ten (10) business days of receipt of notice of such dispute by Verifone or Franchisee, as applicable, attempt to resolve such dispute. If the dispute has not been resolved within thirty (30) days after receipt of notice of such dispute, or such longer period as agreed to in writing by Verifone, Franchisee and Snap-on, then Verifone, Franchisee and Snap-on will submit such dispute to their respective executive management, who will make reasonable efforts to reach a resolution within sixty (60) days after the receipt of notice of such dispute. If Verifone, Franchisee and Snap-on are unable to resolve such dispute within such 60-day period, then either Verifone or Franchisee may pursue arbitration as set forth in Section 10(b) below.

(b) Arbitration. Notwithstanding anything herein to the contrary, except with respect to enforcing claims for injunctive or equitable relief, any dispute, claim, or controversy arising out of or relating in any way to this Agreement or the interpretation, application, enforcement, breach, termination, or validity thereof (including any claim of inducement of this Agreement by fraud and including determination of the scope or applicability of this agreement to arbitrate) or its subject matter, including any dispute between Verifone and Snap-on and any Dispute between Verifone and a Franchisee (collectively, "Disputes") shall be determined by binding arbitration before one arbitrator. Franchisees may not pursue any claim as a class action, class arbitration, private attorney general action or other representative action against Snap-on, its subsidiaries or VeriFone as to any Dispute. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action must be brought on an individual (non-class, non-representative) basis. The arbitration shall be administered by JAMS conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. The arbitration shall be held in New York, New York, and it shall be conducted in the English language. The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The arbitrator shall have authority to award compensatory damages only and is not empowered to award any punitive, exemplary, or multiple damages, and the parties waive any right to recover any such damages. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding anything to the contrary in this Agreement, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' and experts' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' and experts' fees reasonably incurred by the prevailing party in connection with the arbitration. Judgment on any award in arbitration may be entered in any court having jurisdiction. Notwithstanding the above, each party shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief. Nothing herein shall preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

11. GENERAL. This Agreement, including Exhibits A, B and C, constitutes the entire agreement between VeriFone and Merchant and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, relating to the subject matter hereof. This Agreement will be governed by the laws of the State of New York, without regard to its conflict of law provisions, except the arbitration in Section 10(b) above will be governed by the Federal Arbitration Act. No action, regardless of form, arising out of or in connection with this Agreement may be brought by either party more than one (1) year after the first day that the cause of action first occurred, except for an action for nonpayment. No amendment or waiver of this Agreement will be binding unless it has been agreed to in writing by both parties. Merchant may not assign this Agreement, in whole or in part, without VeriFone's prior written consent. Subject to the preceding sentence, this Agreement shall bind Merchant and its permitted successors and assigns. VeriFone may assign or delegate

this Agreement, or any of its rights or obligations hereunder, in its sole discretion. If any legal action is brought to enforce any obligations hereunder, the prevailing party shall be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give the maximum effect to the parties' intentions as reflected in the provision, and that the other provisions of the Agreement shall remain in full force and effect. VeriFone shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, shortages of materials, transportation delays, fires, floods, labor disturbances, riots or wars. Notices made by VeriFone to Merchant under this Agreement that affect VeriFone customers generally (e.g., notices of amended Agreements, updated fees, etc.) may be posted on the VeriFone Merchant Portal or may be provided upon access to the Point Service. Notices made by VeriFone under this Agreement for Merchant or Merchant account specifically (e.g., notices of breach and/or suspension) will be provided to Merchant via the email address provided to VeriFone in Merchant registration for the Point Service or in any updated email address Merchant provides to VeriFone in accordance with standard account information update procedures VeriFone may provide from time to time. It is Merchant's responsibility to keep Merchant's email address current and Merchant shall be deemed to have received any email sent to any such email address, upon VeriFone's sending of the email, whether or not Merchant actually receive the email. VeriFone may also send notices to Merchant by overnight courier or certified mail to the address in VeriFone's customer database, or such other address as shall have been given to VeriFone in writing. Merchant shall send notices to VeriFone at the address set forth below, or such other address as shall have been given to Merchant in writing. All mailed notices shall be deemed effective upon the earliest to occur of: (a) actual delivery; or (b) three days after mailing, addressed and postage prepaid, return receipt requested. VeriFone may issue a press release, or the parties may mutually agree to issue a joint press release, regarding this Agreement and the transactions contemplated hereby. The form and content of such press release shall be as mutually agreed by the parties. Except for the foregoing, neither party shall issue a press release regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed and delivered this Agreement to be effective as of the Effective Date.

Merchant Name: Snap-on Incorporated

By: ***Snap-on Incorporated signature on file***

Title: ***on file***

Date: ***December 1, 2015***

Merchant Address:
2801 80th Street
Kenosha, WI 53143

VeriFone, Inc.

By: ***VeriFone, Inc. signature on file***

Title: ***on file***

Date: ***December 1, 2015***

VeriFone Address:
88 West Plumeria Drive
San Jose, CA 95134

EXHIBIT A
Point Service: Point Classic
Subscription Includes Device Rental

1.0 Fees: The fees for the Point Service are as follows:

Table 1.0 Overview of Software/Services

Description	Included in Base Package	Optional
Secure Commerce Application	✓	
Transaction Gateway	✓	
Data Encryption and Tokenization	✓	
Shipping & Deployment	✓	
Remote Key Loading	✓	
Estate Management	✓	
Warranty or Repair	✓	
Help Desk	✓	
NFC Payments Enablement	✓	
EMV	✓	
Software Update Services	✓	
Low Contour MX Stand		✓
MX Purple Cable		✓
Priority Exchange		✓
PCI / SAQ		✓

Table 1.1 Base Package Fee

Description	Per Month per Device Fees
Device Model	**MX915**
Point Classic Services Base Package Monthly Fee	$35.00
Options:	
Low Contour MX Stand	$ 3.00
Wall Mount	$ 2.75
Priority Exchange	$ 1.50
PCI/SAQ	$ 3.25
Total Monthly Fee	$48.50

Notes on Fees:
(a) All fees are monthly fees per Device.
(b) Pricing above is for IP transactions only. Dial transactions, when applicable, are subject to an additional surcharge of $0.014 per transaction.
(c) The purple cable includes the removal of the standard cable from the standard Point bundle and the inclusion of the purple cable instead.

Non-Return Fee:
The Non-Return Fee shall vary depending on the year in which the termination occurs during the Service Term for the Device (as defined in Table 1.1 above):
Year 1 $760
Year 2 $560
Year 3 $300
Year 4 and beyond $100

2.0 Payment of Monthly Fee:
The Point Service is billed monthly in advance (at the start of each month) for each Device, starting with the first full month after the Point Service commences. The Point Service commences for a Device when the Device is shipped.

3.0 License/Services Term:

The Point Classic is provided for a minimum thirty-six (36) month service term for each Device, commencing for such Device as set forth in Section 2.0 above. At the termination of the 36 month initial term for each Device, VeriFone shall continue to provide the Point Service for such Device until such time as Merchant requests in writing that Vendor deactivate such Device on the Point Service transaction gateway; any such deactivation shall be effective upon such request. Notwithstanding the foregoing, (1) Merchant may terminate the service term for a Device at any time, including upon store closing or otherwise, by requesting in writing that Verifone deactivate the Device on the Point Service transaction gateway, and (2) VeriFone reserves the right to terminate the Point Service for

a Device after the 36 month initial service term by providing thirty (30) days written notice thereof to Merchant. Upon any termination of the service term for a Device, Merchant shall return the Device to VeriFone under Section 5(c) below, and Merchant may no longer use the Software or Services for such Device.

(b) Package Changes During Service Term. Merchant may, commencing on the one year anniversary of the start of the 36 month service term for a Device, upgrade to a different Device (in which event Merchant may be subject to an increase in fees based on the new Device subscription fee). For such upgrades, Merchant shall be required to commit to a new 36-month service term for such Device and shall be required to return the old Device in accordance with Section 5(c) below.

4.0 Point Service:
The Point Service consists of the following Software and Services. Optional Services are only provided if pricing is included for such Service in Table 1.1 above.

Software	
Secure Commerce Application	VeriFone's Secure Commerce Application is a terminal application designed for payment processing on VeriFone Devices, including credit, debit, gift and other electronic payments. The Secure Commerce Application provided shall be VeriFone's current production version, unless otherwise agreed by the parties. The Secure Commerce Application includes the following features (subject to availability; see Software Update Services): (a) NFC payment acceptance for Google and Apple Pay enabled payment VeriFone payment devices. Merchant represents and warrants that Merchant has contracted with the applicable wallet providers for acceptance and use of their services by Merchant with respect to the applicable NFC payment acceptance, to the extent and as required by such wallet provider. (b) EMV contact and contactless functionality. EMV contactless functionality is provided only for VeriFone designated card brands.
VeriShield Protect Terminal Application	VeriFone's VeriShield Protect Terminal Application provides encryption of the sensitive credit/debit card track data elements on MX and VX Devices.
Services	
Point Portal	Provides administrative access to all Point tools, reporting, configuration and rights management.
Transaction Routing Services	PAYware Connect provides transaction routing to enable various transaction types, as well as online reporting. This is a Hosted Point Service.
Estate Management Services	Snap-on will have access to VeriFone's hosted VHQ or VeriCentre service to make application configuration updates and download content per VeriFone payment device (the "Estate Management Service"). Applications subject to VHQ or VeriCentre shall be designated by VeriFone from time to time. This is a Hosted Point Service. Snap-on will be provided access to the Estate Management Service as follows: • Snap-on will be able to access the Estate Management Service 24 hours per day, 7 days per week, subject to the terms herein. • Snap-on will be entitled to set up its Franchisees under Snap-on's VHQ administrator account so that its Franchisees may access the Estate Management Services under such account; Snap-on is responsible for setting up and training each Franchisee with respect to its access to and use of the Estate Management Service. • VeriFone will use commercially reasonable efforts to ensure a monthly availability for the Estate Management Service at 99.8% or above. The following are not included in the availability calculation: Force Majeure events, planned maintenance, and downtime due to any acts or omission of Snap-on. • VeriFone will monitor the Estate Management Service 24/7 to ensure all systems remain operational and/or address any unforeseen issues that might occur. • VeriFone will maintain commercially reasonable disaster recovery and backup plans. • VeriFone will use commercially reasonable efforts to provide Snap-on with at least two (2) weeks' notice of any planned maintenance. In any event, Snap-on will be notified at least 24 hours in advance of any planned maintenance updates that will cause the Estate Management Service to be unavailable. • VeriFone will provide Snap-on with end user documentation for the Estate Management Service. • VeriFone is not responsible for terminal application software, terminal hardware functionality or communication infrastructure hardware or software (other than as may be separately agreed with Snap-on in writing). • Snap-on is solely responsible for enabling the features in, and setting the parameters it wishes to use for, the applications that it downloads to VeriFone payment devices using the Estate Management Service. • Snap-on is solely responsible for ensuring that it has the proper licenses and rights to the content that it downloads to VeriFone payment devices using the Estate Management Service; Snap-on warrants that Snap-on has the right to download and use such content as contemplated herein. • Snap-on is responsible for retrieving any content provided by Snap-on for the Estate Management Service prior to any expiration or termination date of this Agreement, using the portal made available to Snap-on with the Estate Management Service. VeriFone does not provide content retrieval services.
Key Loading	Provides initial key injection of VeriFone devices prior to shipment as well as access to VeriFone's remote keyloading services, at the merchant's request. The remote key loading is a Hosted Point Service. Separate fees apply for each remote key payload requested.
Data Encryption and Tokenization	Data encryption services provide encryption of the sensitive credit/debit card track data elements from the Device to the PAYware Connect gateway, at which point the data elements are decrypted and sent to the applicable processor. For VX and MX devices, the VeriShield Protect Terminal Application is installed in each Device in order to enable the encryption functionality.

Configuration, Shipment, and Deployment	VeriFone, or designated fulfillment provider, shall provide initial configuration, shipment, and deployment of all VeriFone equipment.
Help Desk	Help Desk Services are available as set forth in Exhibit A-1. For any Third Party Services, VeriFone may extend Help Desk Services to such Third Party Services, or the third party may provide direct support to Merchant. The support terms for such Third Party Services are available from VeriFone upon request.
Warranty and/or Repair	Buyer Protection Plan (BPP) provided for Countertop devices. Repair Services provided for mobile handheld devices.
Software Update Services	VeriFone will make available to Merchant software updates for the Software, including error corrections, feature enhancements, and other compliance and general industry regulation updates, if and when such updates are made generally available by VeriFone to its Point customers ("**Software Updates**"). Snap-on is responsible for deploying/installing Software Updates in the licensed VeriFone payment devices, including for its Franchisees. Any Software Updates provided shall be licensed to Merchant under the applicable license terms set forth in Section 2 of the Agreement. Subject to the foregoing, updates to include EMV specification changes to the Secure Commerce Application. As part of such changes, VeriFone shall provide required EMV Level 2 certifications for the Secure Commerce Application.
Priority Exchange (optional)	A replacement terminal can be expedited to the Merchant location prior to VeriFone receiving the device for which it is intended to replace. Priority Exchange Services are only available to merchants in the United States.
PCI/SAQ	PCI/SAQ Tool is a Third Party Service. Merchant will be required to accept VeriFone's service provider's terms of service or use when accessing PCI/SAQ.
Wireless Service	Wireless Services are included for the VX680 GPRS Device. This is a Third Party Service. See Pass Through Provisions regarding Wireless Services below.

5.0 Devices: The following shall apply to the Devices provided with the Point Service:

(a) VeriFone Property. The Devices shall remain the property of VeriFone. Merchant shall have no right, title or interest therein except as a lessee under this Agreement. Merchant shall keep all Devices free and clear from all liens, including any direct or indirect charge, encumbrance, lien, security interest, legal process or claim against the Devices.

(b) Loss and Damage. Subject to VeriFone's obligation to provide the Services, Merchant assumes and shall bear the entire risk of loss or damage to the Devices from any use whatsoever from the date of delivery of the Devices to the Merchant site, until such Devices are returned to VeriFone. No loss or damage shall relieve Merchant from the obligation to make payments hereunder or to comply with any other obligation under this Agreement. In the event of a loss of a Device (but not damage), Merchant shall immediately notify VeriFone thereof. With respect to any lost Device, Merchant shall be obligated to pay VeriFone the non-return fee applicable to such Device as set forth in Section 1.0 above (the "**Non-Return Fee**"). If Merchant is paying by electronic payment card, upon such payment, a new or refurbished replacement Device will be shipped to Merchant. If Merchant is being invoiced, VeriFone shall invoice Merchant for the Non-Return Fee and ship Merchant a new or refurbished replacement Device. At all times payments for the Point Service for such Device shall continue in effect.

(c) Return for Deactivation/Termination. In the event a Device is deactivated or upon expiration or termination of the service term for such Device as set forth in Section 3.0 above, Merchant shall return such Device to VeriFone. If a Device is not returned within thirty (30) days of such deactivation date or expiration date, Merchant shall be obligated to pay VeriFone the Non-Return Fee such Device. If, upon return of the Device, VeriFone determines that the Device requires repair that is not covered by Services (e.g. out of scope repair services), Merchant shall be required to pay for such services, at VeriFone's standard fees. When returning a Device an MRA # is required.

(d) Substitution/End of Life. Notwithstanding anything to the contrary herein, VeriFone reserves the right to end of life any Device. As of the end of life date, Merchant will no longer be able to place new orders for the Point Service that includes such Device. VeriFone will continue to provide the Services for such Device for the Service Term applicable thereto. However, in connection with providing such Services, VeriFone reserves the right to swap out Devices for new product to address any component supply issues.

(e) Special Power of Attorney. Merchant hereby grants to VeriFone a purchase money security interest in all Devices shipped to Merchant, as security for the performance by Merchant of all of Merchant's obligations arising under this Agreement. VeriFone is hereby authorized by Merchant to cause this Agreement or any other statement or other instrument in respect of this Agreement showing the interest of VeriFone in the Device, including Uniform Commercial Code financing statements, to be filed and recorded, and Merchant grants to VeriFone the right to execute Merchant's name thereto.

(f) Software License. The software included in the Device shall be licensed to Merchant under the terms of Section 2(b) of the Agreement for the service term set forth in Section 3.0 above.

6.0 Additional Warranties

(a) PAYware Connect. VeriFone warrants that, as of the Effective Date, VeriFone PAYware Connect is on the list of service providers that have been certified as compliant with the Payment Card Industry Data Security Standards ("**PCI DSS**") established by PCI SSC. VeriFone shall seek revalidation of PAYware Connect with PCI SSC as required by PCI SSC during the term of the Agreement. As evidence of compliance, VeriFone will provide when requested, a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor). In the event that the PCI DSS requirements applicable to PAYware Connect change during the term of the Agreement, VeriFone shall use commercially reasonable efforts to meet all new applicable PCI DSS requirements. In the event VeriFone is unable to obtain revalidation of PAYware Connect as required by PCI SSC or is unable to meet such new applicable PCI DDS requirements, VeriFone shall promptly notify Merchant and either party may terminate the Agreement immediately upon written notice to the other party.

(b) Devices. VeriFone warrants that: (i) as of the Effective Date, VeriFone has obtained the Payment Card Industry PIN Transaction Security ("**PCI PTS**") approval for the Devices; and (ii) VeriFone will not ship a Device to Merchant where such Device has not received PCI-PTS approval from PCI SSC.

7.0 Effect of Expiration or Termination of the Agreement. Upon any expiration of the Agreement or termination of the Agreement under Section 7(b) of the Agreement (except for termination by VeriFone under Section 7(b)(i) or (ii) or Section 6(a)), Merchant shall continue to use the Software and Services for each Device, and VeriFone shall continue to provide the Services for such Device, until expiration of the then current annual Service term for such Device as set forth in Section 3.0 above. Upon any termination of the Agreement under Section 7(b)(i) or (ii) of the Agreement or Section 6(a) above, Merchant's license rights in the Software and Merchant's use of and VeriFone's obligation to provide the Services shall terminate, and Merchant shall return the Devices to VeriFone as set forth in Section 5(c) above.

Merchant is responsible for retrieving any Merchant Applications and other data or content provided by Merchant for the Hosted Point Service prior to any expiration or termination date of the Agreement, using the portal made available to Merchant with the Hosted Point Service. VeriFone does not provide content or data retrieval services.

EXHIBIT A-1
Help Desk Services

Support Services
Merchant will be given the toll free telephone help line number to be accessed only by Merchant's qualified technicians for help desk support, 24 hours per day, seven days per week (24/7).

Call/Problem Tracking System
Once the VeriFone Call Center receives Merchant's report of program error, VeriFone will document the program error in its call/problem tracking system, with a unique case number, which describes the program error and has a severity level (as described in following section) assigned to it. Each case will be electronically dispatched and assigned to the appropriate resource.

Severity Levels
VeriFone will assign a severity level to each reported program error in accordance with the following criteria.

Severity	Name	Description
1	Critical	Unable to use system, critical impact on operations
2	Major	Able to use system, critical impact on operations.
3	Minor	Able to use system, operations impacted.
4	Procedural	Procedure presently available to circumvent

Response Times
The following times reflect elapsed time from initial notification to VeriFone of support requests, "hours" refer to clock hours and "days" refer to calendar days (Monday- Sunday).

Problem Classification	Initial Response	Initial Action Plan
Severity 1	Immediate or up to 1 hour	4 hours
Severity 2	Immediate or up to 2 hours	1 day
Severity 3	Immediate or up to 8 hours	3 days
Severity 4	Immediate or next day	4 days

Enhancements and Other Services
Enhancements. VeriFone may from time to time apply enhancements. VeriFone will notify Merchant when updated releases are being applied to production servers and will provide Merchant with supplemental information regarding the enhancements.

Other Services. Customization and modification services for the service are not supported or provided under this Agreement. These services shall be provided under a separate Consulting Agreement and Statement of Work at the then current consulting rates.

Obligations of Merchant
Merchant's First Line Support. Merchant shall provide first line support to all its end users. Merchant support must screen out all problems that have causes other than the Point Service.

Primary Merchant. Merchant may not call VeriFone support on behalf of any other party.

Support Contacts. Merchant shall provide VeriFone with support contacts and any other authorized alternates who may be able to contact VeriFone support.

Term of Support Services
VeriFone shall provide the foregoing support services through the term of this Agreement. Notwithstanding the foregoing, VeriFone shall have the right to terminate the foregoing support services immediately if Merchant fails to comply with any support services terms. Upon termination of the Agreement, Merchant shall immediately discontinue any use of support services.

APPENDIX I.1.E

Merchant Application and Agreement

CHASE
J.P.Morgan

Please print clearly.

If you make any corrections to your information in the Application, you MUST initial each change.

THIS SECTION IS FOR INTERNAL USE ONLY	REV. 2019-JAN
Application ID:	Sales Rep:
ECID:	Rep Phone: ( ) -

What is this form? A Customer (you, your) can use this form to apply to establish a merchant account to receive services from Paymentech, LLC and JPMorgan Chase Bank, N.A. ("us", "we", or "our").

How do you complete the form? Complete all 5 parts, then print and sign the final version. Keep a copy for your records.

The Customer section verifies your identity, which is necessary to comply with our policies designed to prevent money laundering and the funding of terrorism. Federal law requires us to obtain, verify and record certain information that identifies each person who opens an account with us.

The Business Profile section provides information about how you do business.

The Ownership section identifies the type of ownership for your business.

The Funding and Payments section provides information related to your accounts for deposit/debit/payment purposes.

The Certification section confirms your IRS information and that the Authorized Representative(s) has read and agreed to this document.

If any of the information provided in this Merchant Application changes, you must promptly notify Merchant Services of such change(s)

Part 1: Customer

Complete all fields below

1.1 "Doing Business As" (DBA) Information

Merchant DBA Name

Business Start Date (MM/DD/YYYY) / /

Primary Contact Name

Merchant DBA Email Address

Address (No PO Box or Paid Mail Box)

City

Business Phone ( ) -

State

ZIP Code

Fax ( ) -

1.2 Legal Information

Merchant Legal Name

State of Formation

Federal Tax ID/EIN

Date of Incorporation / / (MM/DD/YYYY)

Business Type

☐ Individual / Sole Proprietor ☐ Private Corporation ☐ Limited Liability Company ☐ Partnership
☐ Not-for-Profit ☐ Public Corporation – Stock Exchange Ticker Symbol
☐ Government Agency – Website URL:

Business Description (Primary source of revenue for legal entity)

Complete the section below only if different from DBA Information in section 1.1

Address (No PO Box or Paid Mail Box)

City

Business Phone ( ) -

State

ZIP Code

Fax ( ) -

Legal Email Address

1.3 Taxpayer Information

Taxpayer Name (as shown on Merchant's income tax return)

Taxpayer Identification Number

Business Name / Disregarded entity name (if different from above)

Federal tax classification

☐ Individual / Sole Provider or single-member LLC ☐ C Corporation ☐ S Corporation
☐ Limited Liability Company
↳ **If selected:** Enter the tax classification (C=C Corporation, S=S Corporation, P= Partnership)
☐ Partnership ☐ Trust/Estate ☐ Other

Exemptions (if any)

Exempt payee code

Exemption from FATCA reporting code

Address
(No PO Box or Paid Mail Box)

City

State

ZIP Code

Requester's name and address: Paymentech, LLC
8181 Communications Pkwy
Plano, Texas 75024

Part 2: Business Profile

Complete all fields below

2.1 Business Profile

What merchandise do you sell or services do you provide?

Is your business seasonal? ☐ Yes ☐ No

Where does your business operate? ☐ Factory ☐ Home ☐ Office ☐ Storefront / Retail Location ☐ Warehouse

Do you ever charge a Customer on a recurring basis? ☐ Yes ☐ No

↳ **If Yes:** How often will you charge? ☐ 30 Days ☐ 60 Days ☐ 90 Days ☐ Annually ☐ Other:

What is your business industry type? ☐ Retail ☐ Restaurant ☐ Lodging ☐ Auto Rental ☐ Cash Advance ☐ Convenience Store/Gas ☐ Other:

☐ Internet (list all websites on which you accept payments and provide a customer service email address):

↳ URL: www.

↳ Customer Service Email Address:

If Customers are required to pay a deposit, what % of total sale? %

2.2 Reporting and Statements

How do you want to receive your transaction history and monthly statements? ☐ Resource Online

↳ Set up a Resource Online account (use the following email address as the user login):

☐ Email Statements

↳ Send statements to: ☐ Legal email address ☐ DBA email address

2.3 Chargeback and Retrieval Requests

Where do you want Chargeback and Retrieval Requests to be ☐ Legal address ☐ DBA address

2.4 Sales Information

What is the estimated annual breakdown (in %) of your annual Payment Card Transactions?

____ % Via mail or phone order

____ % Payments accepted on your website

____ % Card is Swiped

____ % Card is present but keyed

100 % Total

Part 3: Ownership

If your business is privately owned by one or more individuals (e.g. LLC, Sole Prop, Partnership, or Private Corporation):

- Complete sections 3.1 and 3.2 for the owners with the greatest % of ownership
- All owners listed below must sign the Application and Agreement in Section 5
- Corporate Titles can be found below in Controlling Officer section

If your business is a US publicly traded on NYSE, NASDAQ, or American Stock Exchange or a government entity:

- Complete sections 3.3 (a minimum of one controller is required) and 3.4 only

If your business is owned by another Entity or Parent Company:

- Enter name and address of the legal entity(ies) in section 3.1 or 3.1 and 3.2
- Substitute the owner Entity or Parent Company's Federal Tax ID for the SSN #
- Complete sections 3.3 (a minimum of one controller is required) and 3.4

3.1 Owner # 1

Name (Individual/Sole Proprietor or Entity or Parent Company)

SSN/ EIN*

Corporate Title

Percent of Ownership %

Is the Owner listed above publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

Street Address
(Individual/Sole Provider use home address)
(No PO Box or Paid Mail Box)

City State ZIP Code

Country of Domicile Date of Birth / / Phone ( ) -

*For Non-US Persons: Social Security Number, Passport Number and Country of Issuance (or other similar identification number) may be substituted
(For Canadian individuals, this field is optional)

Government Issued ID #
Type of ID (ex. Passport)
Country of Issuance

3.2 Owner # 2

Name (Individual/Sole Proprietor or Entity or Parent Company)

SSN/ EIN*

Corporate Title

Percent of Ownership %

Is the Owner listed above publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol

Street Address
(Individual/Sole Provider use home address)
(No PO Box or Paid Mail Box)

City State ZIP Code

Country of Domicile Date of Birth / / Phone ( ) -

*For Non-US Persons: Social Security Number, Passport Number and Country of Issuance (or other similar identification number) may be substituted
(For Canadian individuals, this field is optional)

Government Issued ID #
Type of ID (ex. Passport)
Country of Issuance

3.3 Controlling Officer (an individual with significant responsibility for managing the legal entity) A minimum of one controller is required

Name

SSN/EIN*

Date of Birth / /

What is this officer's role?

☐ Key Decision Maker (i.e. Senior Mgr.) ☐ Chief Executive Officer ☐ Chief Financial Officer
☐ Chief Operations Officer ☐ Chairman ☐ President ☐ Other (specify):
↳ Sections above require a Date of Birth and SSN/EIN* (or if you selected "Non-Profit" in section 1.2)

☐ Board of Directors
↳ Select one: ☐ Voting ☐ Non-voting

Street Address
(Provide home address)
(No PO Box or Paid Mail Box)

City

State

Country

ZIP Code

*For Non-US Persons: Social Security Number, Passport Number and Country of Issuance (or other similar identification number) may be substituted
(For Canadian individuals, this field is optional)

Government Issued ID #
Type of ID (ex. Passport)
Country of Issuance

Do you have any additional direct owners not listed above that have 10% or greater ownership?

☐ No
☐ Yes
↳ Owner/Officer Addendum required (Sales Representative will provide)

Do you have any indirect owners not listed above that ultimately have 10% or greater ownership of the applicant? If so, they must be identified.
Indirect ownership occurs when there is more than one level / layer of ultimate ownership regardless of whether an ultimate owner is an individual or an Entity or Parent Company).

☐ No
☐ Yes
↳ Owner/Officer Addendum required (Sales Representative will provide)

Is there anyone not listed above who has authority to make financial decisions or control company policy on behalf of your business?

☐ No
☐ Yes
↳ Owner/Officer Addendum required (Sales Representative will provide)

3.4 Authorized Representative

Name

Street Address
(if individual use home address)
(No PO Box or Paid Mail Box)

City

State

Country

Zip Code

(Application continues on next page)

Part 4: Funding and Payments

Complete all fields below

4.1 Funding and Account Information

The Merchant must own the bank account provided below and it shall be used by Merchant solely for business purposes and shall not be used for consumer, personal, family or household purposes. In accordance with the terms of the Agreement, we may:

- deposit into this account amounts owed to Merchant by us, such as proceeds from your Merchant Transactions
- debit this account for amounts Merchant owes us associated with its Merchant Services, such as fees for processing your Merchant Transactions, and the amount of all Refunds and Chargebacks

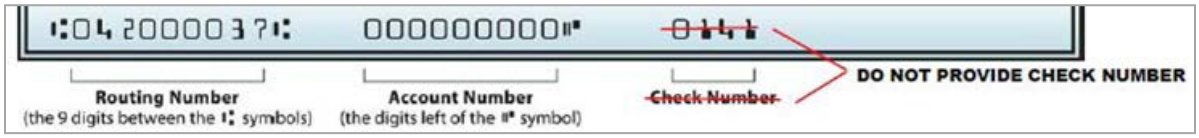
Name of Financial Institution

Designating this bank account for the purposes outlined above must not violate any of your organizational documents or any agreement to which you are a party.

Routing Number
(always 9 digits)

Account Number
(number of digits will vary)

The image below shows where to find your Routing and Account Numbers. (Do not use the internal routing number that begins with a 5)



4.2 Payment and Processing Information

If you have previously accepted payment cards, please include your three (3) most recent monthly processing statements.

Please check all payment methods you wish to accept:

☐ Visa ☐ MasterCard ☐ Discover/JCB
☐ Voyager ☐ Wright Express ☐ PIN Debit

Estimated Annual Visa/MasterCard/Discover/American Express* Sales Volume ** American Express Volume should be included only if electing the OptBlue program in section 4.3*	$	Format as ($12,345,678.)
Estimated Annual PIN Debit Sales Volume	$	Format as ($12,345,678.)
Estimated Average Ticket Amount (for all card types)	$	Format as ($12,345,678.)
Highest Transaction Amount	$	Format as ($12,345,678.)

(Application continues on next page)

4.3 American Express®

A ☐ **Accept American Express (OptBlue Program**). There is no need to contact American Express for an account.

Choose this option if your American Express annual processing volume is $1,000,000.00 or less and you wish to accept American Express Payment Cards, Exhibit 1 of the Terms and Conditions regarding participation in the American Express OptBlue Program will govern your rights and obligations regarding acceptance of the American Express Payment Cards and the settlement of the related Transactions. If you do choose this option, Merchant understands that, by signing below, Merchant agrees to participate in the American Express OptBlue Program, **including consenting to the sharing of Merchant's data with American Express to allow American Express to directly communicate with Merchant as provided in Exhibit 1 of the Terms and Conditions**.

**Please include your expected annual American Express Volume in the Estimated Annual Sales Volume amounts in section 4.2.*

***Your eligibility is subject to Merchant Segment approval and Franchise/Association Relationship review*

B ☐ **Accept American Express**. (Corporate, Franchise, or large relationships with American Express)

Choose this option if your American Express processing volume is greater than $1,000,000.00 (or you are an ineligible Merchant Segment, Franchise or unauthorized to participate in OptBlue as determined by American Express), and you wish to accept American Express Payment Cards, Exhibit 1 of the Terms and Conditions regarding Conveyed Transactions will govern your rights and obligations regarding acceptance of the American Express Payment Cards and the settlement of the related Transactions.

Please enter your American Express SE# here: . If you do not have an American Express SE#, please contact American Express directly using the number provided and then advise us once you have obtained the information. (1-855-TAKE-AXP or 1-855-825-3297)

**When selecting this option do not include your American Express Volume in the Estimated Annual Sales Volume amounts in section 4.2.*

C ☐ **Accept American Express (Not OptBlue)**

Choose this option if the **Merchant qualifies for, but does not desire to participate in the American Express OptBlue Program or does not consent to the sharing of Merchant's data with American Express to allow American Express to directly communicate with Merchant,** but Merchant does wish to accept American Express Cards, *Exhibit 1 of the Terms and Conditions regarding Conveyed Transactions will govern your rights and obligations regarding acceptance of the American Express Payment Cards and the settlement of the related Transactions.*

Please enter your American Express SE# here: . If you do not have an American Express SE#, please contact American Express directly using the number provided and then advise us once you have obtained the information. (1-855-TAKE-AXP or 1-855-825-3297)

**When selecting this option do not include your American Express Volume in the Estimated Annual Sales Volume amounts in section 4.2.*

(Application continues on next page)

Part 5: Certification

5.1 IRS Form W-9 Certification

Under penalty of perjury, I certify that:

1. The number shown on this form (Section 1.3) is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest in dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in IRS Form w-9 instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions:

You must cross out and initial #2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. IRS Form W-9 instructions are available upon request.

5.2 Certification

The first nine pages of this document are the Merchant's Application to establish a Merchant account with Paymentech, LLC ("Chase Paymentech") and JPMorgan Chase Bank, N.A. ("Member"). Once submitted, the Application belongs to Chase Paymentech and Member. Any application or set up fee paid by Merchant is non-refundable. The Application is subject to approval by Chase Paymentech and Member. If the Application is approved, Chase Paymentech will establish one or more Merchant account(s). By signing below Merchant agrees that all Merchant accounts will be governed by the entire Agreement, which includes: the Application, the Terms and Conditions, Schedule A (pricing), and any amendments, supplements or modifications provided to you.

I, the undersigned, certify:

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative") and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.

Furthermore, if I have identified myself as an Owner of Merchant above, by signing below I authorize and instruct Chase Paymentech, Member, or their designees to conduct the following in connection with establishing Merchant's account and maintaining the Agreement:

- obtain and use consumer credit reports (or other information derived therefrom) on me from time to time) and
- investigate and verify personal credit and financial information about me or any other owner identified in the Application or the Agreement (including within any amendment, addenda or attachment thereto).

By submitting this Application and Agreement, Merchant, through the undersigned Authorized Representative:

- represents and warrants that the person submitting this Application is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements;
- represents and warrants that all information contained within the Application as well as any information submitted in conjunction with the Application is true, complete, and not misleading;
- represents and warrants that it owns the bank account provided in Section 4 and the account is being maintained solely for business purposes and not for personal, family or household purposes;
- represents and warrants that it has received a complete copy of the Agreement, including the Terms and Conditions, and Schedule A and agrees to be legally bound by the Agreement;
- understands that any unilateral changes to the pre-printed text of any part of the Agreement may result in Chase Paymentech declining Merchant's Application or terminating the Agreement
- agrees that Chase Paymentech, Member, or their designees, may:
  - investigate and verify the credit and financial information of Merchant; and
  - obtain credit reports on Merchant from time to time and use them in connection with establishing Merchant's account and maintaining the Agreement; and
- agrees that Member and Chase Paymentech may share credit, financial information about Merchant and Chase Paymentech.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding. (See Section 5.1 above.)

5.3 Authorized Representative(s) – Signer's name must appear in Section 3

Signature		Signature	
Print Name		Print Name	
Title		Title	
Date	/ /	Date	/ /

6. Individual Guarantor(s)

The person(s) acting as individual guarantor(s) must have an ownership interest in Merchant and must be listed in Section 3 of this Application.

As an individual(s) who agrees to be personally responsible for Merchant's account with Chase Paymentech (a "Guarantor"), I

- certify I have received and reviewed a complete copy of the Agreement, including the Application, Terms and Conditions, and Schedules
- certify I have read the Agreement, including, without limitation, the "Personal Guaranty"
- agree to be bound as a Guarantor of the Merchant's obligations under the Agreement in accordance with the terms of the "Personal Guaranty"
- certify that I have an ownership interest in Merchant
- agree that Chase Paymentech, Member, or their designees, may investigate and verify the credit and financial information about me and may obtain consumer credit reports on me from time to time
- agree that Chase Paymentech, Member, or their designees, may use such consumer credit reports in connection with establishing and maintaining the Merchant's account and Agreement
- agree that all business references, including financial institutions, may share my credit and financial information with Chase Paymentech

Signature			Signature		
Print Name			Print Name		
Title		Date / /	Title		Date / /

TERMS AND CONDITIONS
Merchant Services Processing

JPMorgan Chase Bank, N.A. Member FDIC
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1 Scope, purpose and interpretation of these Terms and Conditions

1.1 Understanding these Terms and Conditions and Your Agreement	a) These Terms and Conditions govern the Services and are effective on the date you sign your Application and are subject to our approval of you as a customer consistent with our credit underwriting policies and procedures. b) These Terms and Conditions and the other JPMC Documents form the Agreement and represent the entire understanding between the Parties and replace any previous relevant agreements for the Services. c) By using the Services you agree to all terms of the Agreement. d) The Agreement shall continue until it is terminated by you or us. e) You will use the Services for business purposes only and not for personal or consumer purposes. f) You agree that the Agreement governs any use of the Services that may have occurred before the Agreement became effective. g) You agree that in entering this Agreement you have not relied on statements or representations we have made.
1.2 Interpreting this Agreement	a) Capitalized terms are defined throughout and at the end of this Agreement. b) If there is an inconsistency between this Agreement and any JPMC Document, the terms of this Agreement will prevail. c) In each JPMC Document: • section headings are for convenience only and do not affect its meaning • "include" or "including" means "including without limitation" • "can" and "may" have the same meaning and allow a Party to take, or not take, any action in its discretion • "will", "shall" and "must" have the same meaning and require a Party to take, or not take an action • a reference to a document includes all changes, amendments, schedules, exhibits, and supplements to it, and • a word has the same meaning in both its singular and plural forms. d) If this Agreement permits us to make a decision, give consent or approve anything, it will be at our discretion, in good faith and conclusive.
1.3 Changes to the Agreement	a) We can change this Agreement, including suspending or discontinuing any service, by giving you notice and any change is effective from the date indicated on our notice. We will try, but are not required, to give you 30 days' notice before the effective date of any change in a Fee. b) When we give you notice of a change to this Agreement and you continue to use the Services, you accept such change from the date it takes effect. c) We can also notify you about any feature we add, delete or modify. If you use our new or modified features, you agree to any related requirements we tell you about. d) Our failure to exercise or delay exercising a right under the JPMC Documents is neither a waiver of any right nor does it preclude us from further exercise of any right. Any waiver by us is not effective unless it is signed by us.

2 Use of the Services

2.1 Exclusivity for Chase Transactions	a) You agree that for all transactions that originate in the U.S.: • we will be your exclusive provider of payment processing services, and • you will submit all such transactions to us for processing.

2.2 Complying with Card Network Rules and Chase Requirements	a) The Card Network Rules: • are generally available directly from the Card Networks, and • govern the Services and your acceptance of Cards. b) You agree: • to comply with all Card Network Rules, including the Chase Requirements applicable to your Chase Transactions, applicable Legal Requirements and the Security Standards • not to cause us to violate the Card Network Rules or Security Standards, and • to reimburse us for all Card Network Liabilities. c) A Card Network may require, and you will fully cooperate with: • an investigation, review, audit, or inspection of your business (including your premises), directly or through us or an agent, to ensure you are complying with the Card Network Rules and Security Standards, and/or • the engagement of a forensic investigator approved by the Card Network to investigate any known or suspected Security Breach affecting you, your Systems or your Merchant Service Providers.
2.3 User Guides	a) You will comply with our user guides related to the Services.
2.4 Authorizing Transactions	a) Each Transaction must have a valid authorization code. b) The authorization code is not a representation from us, a Card Network, or any card-issuing bank that a Transaction: • is valid or undisputed, or • will not be subject to Chargeback. c) You will not originate any Transaction that violates a Legal Requirement or the Card Network Rules. d) We are not obligated to process a Transaction or follow an Instruction if we have a good faith reason to deny it, such as suspected fraud.
2.5 Transmitting Transaction data	a) We will transmit your Transaction data to the applicable Card Network. If a Transaction involves an Eligible Chase Card, we will process it directly as a Chase Transaction.
2.6 Your Settlement Account	a) You will designate in Proper Form, and maintain, one or more Settlement Accounts to receive settlement funds. b) We will fund your Settlement Account for the amount of your Transactions minus all Fees. We will have no responsibility for any settlement of Transactions involving Card Networks that settle funds directly to you. c) You authorize us to initiate ACH, wire transfer, or other electronic credit and debit entries to your Settlement Account for amounts owed by or to you under this Agreement, regardless of the source of the account's funds. d) Your Settlement Account will remain open while we provide you with our Services and for at least 180 days afterwards (or longer as we may request). During this time you will: • ensure that we are permitted to initiate debit and credit entries to or from the Settlement Account • not do anything that would prevent us from debiting or crediting a Settlement Account, including closing the Account, revoking our authority to debit the account, or imposing a debit block without giving us at least five business days' notice and designating a new Settlement Account for our use, and • ensure the Settlement Account is used for business purposes only, and not for personal or consumer purposes.
2.7 Accepting equipment	a) If we sell or otherwise provide you with terminals or other equipment: • we are the equipment reseller, and not the manufacturer • we will give you pricing and any additional terms (including any manufacturer's warranty) before purchase, and • by accepting the equipment, you agree to any related additional terms.

2.8 Using Chase Pay

a) You may use and accept Chase Pay Transactions:
- at your retail points of sale using our Chase Pay Mobile App (or if we approve, using your Merchant Mobile App), and
- if we approve, on your website with our Chase Pay button.

b) You agree to promote your use of Chase Pay by displaying our approved Chase Pay marks, logos and signage, which we will make available to you.

c) We can name you as a Chase Pay acceptor and specify your locations that accept Chase Pay:
- by address
- within a directory of Chase Pay acceptors
- on a map, or
- in the Chase Mobile App or on Chase's website.

d) If you use fraud screening or protection measures for any of your Transactions, you agree to use these measures for your Chase Pay Transactions if applicable.

2.9 American Express (AMEX) OptBlue

a) If you want to participate in the American Express OptBlue Program then you must comply with the requirements set forth in **Exhibit 1** to this Agreement.

2.10 Transaction restrictions

a) You will not submit any Transaction that:
- originates from a business or store location outside of the U.S.
- you know or should know is illegal, fraudulent, not authorized by the customer or is authorized by a customer colluding with you to commit a fraud, or
- could damage the Card Network's goodwill or reputation.

b) Unless indicated on your Application, you will not submit any Transaction representing an installment sale, a full or partial pre-payment, a deferred payment plan charge, or a recurring billing transaction, or otherwise submit any Transaction until all goods or services are shipped or provided.

c) You will give us at least 30 days' notice of:
- significant changes to your business, products or services, or
- any increase in the average time between taking payment and the shipment or delivery of the goods or services which that payment relates to (where we have previously approved you accepting advance payment).

d) Except as the Card Network Rules allow, you will not give a customer cash as part of a Transaction, including when they are redeeming a prepaid Card.

e) At every point of interaction, you will clearly and explicitly tell your customer who you are, and distinguish yourself from any third party such as a third-party merchant or your supplier.

f) You will not sell, buy, give, exchange or otherwise disclose Card Information or any materials including Card Information to anyone other than us, a Card Network, or for a valid request from a Government Authority.

3 Fees, Chargebacks, Refunds and Reserves

3.1 Paying Fees and other amounts due

a) You will pay all Fees in full and consistent with the JPMC Documents without set-off or counterclaim. We can debit Fees from your Settlement Account without notifying you regardless of whether we previously provided you with invoices for Fees.

b) You will pay or reimburse us for our reasonable attorney fees and other costs in connection with any Claims or disputes under this Agreement.

c) Our Fee Schedule, or any invoice that we provide to you, is the official record of Fees you owe us. If there is a discrepancy between the Fee Schedule and another JPMC Document, we will determine which amount is correct.

d) In addition to any Fees you pay us, we may also receive commissions, rebates, interchange or other compensation from third parties related to any Service.

e) The Fees may be adjusted to reflect (i) increases by Card Networks in interchange, assessments, (ii) other Card Network fees, additional fees imposed by the Card Networks, or (iii) increases in third party fees identified in this Agreement or in the JPMC Documents. You will pay all such adjusted fees and each such adjustment shall become effective on the date the fee is implemented by the Card Network or third party provider.

f) To recover Fees, Chargebacks, Reserves, Card Network Liabilities, and other amounts you owe under this Agreement, we can:
- withhold some or all of your settlement funds (or any other funds that would otherwise be payable to you), and apply them against amounts due
- debit your Settlement Account
- receive prompt payment within five business days after our request
- apply the amount of any Reserve, or
- collect them in any other manner allowed under this Agreement.

3.2 Chargebacks and Refunds

a) You are responsible for all Chargebacks assessed to us under Card Network Rules, except where a Chargeback:
- is reversed in your favor, in which case we will refund the amount, or
- results from a consumer-initiated, fraudulent Chase Pay Transaction using a lost or stolen mobile device or Card, unless you were involved in that fraud.

b) You are responsible for all Refunds submitted for processing, including ones third parties submit using your credentials without your authorization.

3.3 Holding a Reserve

a) We can require a Reserve to protect us against the risks from you using the Service, including Chargebacks, Refunds and Card Network Liabilities.

b) We will notify you of the amount of any required Reserve, which we will determine in good faith.

c) We will hold and control any required Reserve.

d) The Reserve will not bear interest, and we can commingle the Reserve with other funds.

e) You have no interest in any Reserve other than a contingent right to receive any unused funds.

f) We may periodically:
- increase your required Reserve, or
- return Reserve funds we no longer need to manage your risk.

g) When we decide that we no longer need a Reserve, we will return all unused Reserve funds to you.

h) Our right to require a Reserve will survive termination of this Agreement. This means that this section will remain in force even if you or we terminate the Agreement.

4 Statements

4.1 Making Statements available

a) Statements provided electronically are available for you to examine when we:
- send the Statement
- send an email or other notification of its availability, or
- make it available online.

b) We are not responsible for:
- you relying on balance, Transaction or related information that is updated or corrected, or
- the accuracy or timeliness of information supplied to us by any third party.

c) You agree that our Statements are sufficient for you to inspect and review activity and to identify errors and unauthorized or altered Transactions.

4.2 Missing Statements, errors and timeliness of Claims

a) You will promptly:
- examine your entire Statement once it is available, and
- notify us and request a duplicate if you do not receive a Statement.

b) You will promptly, and no later than 60 calendar days after the Statement date, reconcile your Statement with your Settlement Account bank statements from the same period, and notify us of any:
- unauthorized Transactions, including any claims of such activity or requested adjustments
- alterations, errors, discrepancies and irregularities, or
- discrepancies you identify when reconciling with your settlement or other accounts.

c) If you do not act in the timeframes above, you agree that you cannot:
- assert you exercised reasonable care and promptness in reviewing your Statement and identifying errors
- be reimbursed for a Claim refused as a result, and
- make a Claim or otherwise act against us for a subsequent loss that was preventable or caused by the same wrongdoer's repeated act.

5 Confidential Information, Use of Data and Publicity

5.1 Keeping information confidential

a) Each Party will keep all Confidential Information confidential by taking the same reasonable care to prevent unauthorized disclosure as it does for its own Confidential Information.

b) You agree that:
- when you use our Services, you may receive Confidential Information that is solely our property or that of our licensors
- you will keep all Confidential Information in confidence and disclose it only to a Person who needs to access it for their duties related to the Services, and
- you will not disclose the terms of this Agreement, the amount of the Fees or the contents of any JPMC Documents other than as required by Legal Requirements or Card Network Rules.

c) These obligations do not apply to information that:
- is now, or later becomes, available to the public, through no action (or inaction) of a Party in violation of this Agreement
- is disclosed consistent with a Legal Requirement or the Card Network Rules, or to defend or prosecute a claim or legal proceeding
- is obtained from a third party if the receiving Party is not aware that third party was required to keep it confidential
- the disclosing Party agrees can be shared
- the receiving Party independently develops without using the Confidential Information, or
- a Government Authority requests.

5.2 Permitted disclosures and uses

a) We and our Related Persons can disclose your Confidential Information to:
- any of our Related Persons and their officers, directors, employees, agents, attorneys, auditors, consultants and other banks
- proposed assignees and your agents, attorneys, auditors and consultants
- a Referral Partner
- tax authorities (this may include your name and account number), and
- other third parties if the Confidential Information is aggregated or does not directly identify you or your vendors or suppliers.

b) We and our Related Persons can use and disclose your Confidential Information:

- to offer, provide, maintain or service the Services
- to comply with Legal Requirements or the Card Network Rules
- to prevent, investigate or reduce fraud, and for risk management and operational purposes
- to market or sell JPMC products or services to you and your Related Persons
- to analyze, summarize and compile Transaction and other data for business purposes, research, strategic planning, product and service development and promotion, and
- if allowed by another JPMC Document.

c) We can transfer your information to any Affiliate branch or unit, including subsidiaries in other countries where we or our Affiliate does business or has a Service Provider. Some of these jurisdictions may not provide the same level of protection for your information as the laws where you are based.

5.3 Publicity

a) Neither Party shall, without the other Party's prior written permission:
- make press releases or similar public statements regarding the business relationship that is the subject of this Agreement, or
- use the other Party's name or trademarks, except as otherwise provided in this Agreement.

6 System and Information Security

6.1 Your Systems and transmitting data

a) You, and each of your Authorized Persons, are responsible for installing, maintaining and protecting your Systems, no matter who owns them, including:
- keeping data transmitted through your Systems secure and applying Software updates
- complying with all data and system security Legal Requirements (and any of our related policies and procedures that we have made you aware of)
- applying reasonable security standards that evolve to address changes in technology and cybersecurity, and
- defending your Systems against outside threats, unauthorized access and data loss.

b) We can rely on data received from you or on your behalf and we are not liable or responsible for the authenticity, accuracy, corruption, disappearance, theft or damage of, or tampering with, your data, including all Transaction data transmissions, except as provided by Legal Requirements or Card Network Rules.

c) We are not responsible for your Systems, including:
- their errors, malfunctions, failures or compatibility with our systems
- notifying you about upgrades, fixes or enhancements, or
- giving you technical or other support.

d) You will confirm with your advisers that your Systems and the Internet are suitable for the Services.

e) You accept all operating, performance and security risks in using your Systems and an open network.

6.2 Your Internet security

a) You agree that using an open network such as the Internet has security, corruption, transmission error and access availability risks.

b) You will regularly assess and update your Internet security, including your browser, encryption, anti-virus, anti-spyware and Internet security software.

c) You agree that having malware on your computers (including keystroke-logger malware) means you:
- have not maintained proper functioning and security of your Systems
- will be liable for any related Claim, and
- will be precluded from making a Claim against us relating to that malware.

6.3 Protecting against cyberfraud	a) You agree that we are not: • your cybersecurity consultant or adviser, or • liable for any Claim you incur based on cyber information we do or do not give you.
6.4 Using an approved Security Protocol	a) You must use any Security Protocol we issue or approve when using the Internet or other electronic means to: • access account or Transaction information • issue an Instruction, or • originate a Transaction. b) You agree that when any Security Protocol is used, you are responsible for its use and safekeeping and we can enforce an Instruction we have verified. c) You and each of your Authorized Persons will: • safeguard all Security Protocols, and • make sure only Authorized Persons know of and use your Security Protocols.
6.5 Security Breaches	a) You will have: • controls adequate to promptly detect a potential or actual Security Breach of your Systems, and • a response plan for a Security Breach consistent with current cybersecurity practices. b) You agree to: • notify us immediately if there has been, or you suspect there may be, a Security Breach • provide the details of the Security Breach • fully investigate the Security Breach, and • cooperate with us to remediate the Security Breach. c) If you do not notify us immediately about a Security Breach or misuse, you will be precluded from making any subsequent related Claims.
6.6 Keeping information secure	a) You agree to notify us promptly if you use or intend to use a Merchant Service Provider. b) You are responsible for the acts of your Merchant Service Providers, and will: • ensure any Merchant Service Provider you use complies with Security Standards and is registered with the Card Networks • ensure any third-party payment software or applications you use to transmit, store or process Card Information complies with Security Standards, and is registered with or recognized by the relevant Card Networks, and • pay any Card Network Liabilities resulting from the acts of a Merchant Service Provider, including from a Security Breach.
6.7 Using third-party service providers	a) You are solely responsible for your use of third-party service providers, systems, security and communications software and all related costs (including for equipment or software). b) Even if we suggest that you use a third-party service provider or system or offer a third-party site link to download software, we do not endorse any third-party system, software or site and you accept all risks related to their use.

7 Termination

7.1 Mutual Termination	a) Either Party can terminate this Agreement by giving the other at least 30 calendar days' prior notice.

b) In addition to any termination rights under any other JPMC Document, either Party can immediately terminate this Agreement by giving the other Party notice because of:

- failure of the other Party to promptly pay amounts owed to the terminating Party
- failure of the other Party to comply with this Agreement or any other agreement between the Parties
- an inability by the other Party to meet its debts as they become due
- receivership, administration, liquidation, bankruptcy or similar proceeding
- assignment to benefit the other Party's creditors or anything similar
- a good faith belief that the other Party materially breached a representation or warranty or has engaged in fraudulent activity
- a good faith belief that the other Party's finances or business is impaired
- a good faith belief that the other Party's activities are not consistent with the terminating Party's applicable policies
- a good faith belief that any event has significantly increased the risk to the terminating Party or violates its policies or procedures
- a Legal Requirement or Card Network Rule or failing to comply with any of these, or
- a Material Adverse Change to the other Party

7.2 Immediate Termination

a) We can immediately terminate this Agreement or suspend or terminate the Services by giving you notice if:

- a Card Network asks us to, or imposes burdensome, costly or impractical conditions on our dealings with you
- you or any of your principal owners or officers becomes listed on a Card Network database of terminated or high-risk merchants, or
- you are put in a chargeback monitoring or similar Card Network risk-based program, or we determine that you have excessive Chargebacks
- you do not transmit Transactions to us for a period of more than 180 consecutive days

7.3 After Termination

a) After termination of this Agreement, you shall continue to be liable for all Chargebacks, Refunds, Fees, Card Network Liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Agreement.

b) If you submit Transactions to us after the date of termination, we may, but are not required to process such Transactions. Any Transactions we process will be in accordance with and subject to all of the terms of this Agreement.

c) This provision will survive termination of this Agreement. This means that this section will remain in force even if you or we terminate the Agreement.

8 Liability, Set-off, Waiver, Timely Claims, Indemnification, Disclaimers and Representations

8.1 Our Liability

a) Under no circumstances will our financial liabilities arising out of or related to this Agreement exceed the total fees paid to us under this Agreement (net of Card Network and other third party fees such as Interchange, assessments, and Card Network Liabilities) for the six months prior to the time the liability arose.

b) We are only liable for reasonably foreseeable damages directly caused by an act that is within our direct control and are not responsible for your actions, inactions, omissions, delays or failures, or those of third parties.

c) We are not liable for any claim of negligence if we follow our procedures, which you agree constitute our exercise of good faith and ordinary care.

d) We are not liable for:

- Any fraud or forgery (other than by us).

e) We do not guarantee:

- the security, sequence, timeliness, accuracy or completeness of any service, data or technology, or
- access to any service or technology.

8.2 Set-off and grant of security interest

a) We can, without notifying you or making a demand for payment retain, apply or set off any amount we owe you or the value of any of your property in our possession, against any amount you owe us or our Affiliates for any obligation irrespective of whether we have made any related demand (even if it is unmatured).

b) We can exercise our set-off rights by any means we consider appropriate,

c) You assign and grant us a lien and security interest in all your accounts, funds and credits with us to secure your obligations and liabilities to us.

8.3 Waiving Special Damages

The Parties shall not be liable for any Special Damages, regardless of the form of action and even if advised of a possibility of Special Damages. Each Party hereby waives the right to claim or recover Special Damages.

8.4 Timely filing of claims

You must file a Claim in connection with the Services or any Transaction with a tribunal or court of competent jurisdiction within two years of the event that gave rise to the Claim. Failure to do so will mean you have waived that claim against us.

8.5 Indemnification and holding harmless

a) You agree to unconditionally release, indemnify, defend and hold harmless us and our Related Persons for any Claim arising from or related to:
- us providing Services, or accepting or processing a Transaction or Instruction from you, your Authorized Person or on your behalf related to the Services or otherwise consistent with this Agreement
- us paying a Tax, interest or penalty for which you are liable or for which we otherwise have no responsibility
- us taking any action permitted by this Agreement, including defending against a Claim
- you breaching this Agreement or any JPMC Document or a representation or warranty you give in any JPMC Document
- you claiming against a Card Network or payment network relating to the Services or a Transaction
- you or us incurring Fees, fines or penalties arising from you breaching Legal Requirements or the Card Network Rules
- you or anyone else using our Service with your Security Protocol, Access Code or other Security Credentials, and
- a third party claim.

b) This indemnification does not apply to any Claim to the extent it is directly caused by our negligence, recklessness or willful misconduct.

c) Indemnity obligations in this Agreement remain in force after an account closes or this Agreement or any Service terminates.

8.6 We disclaim warranties

a) You agree this Agreement is for commercial services and the Uniform Commercial Code does not apply to the Services.

b) We provide all Services and Software “as is” and “as available,” and disclaim all warranties and representations, whether express, statutory or implied, including warranties of:
- merchantability, satisfactory quality, or fitness for a particular purpose, dealing or trade use, and
- non-infringement.

c) Where Legal Requirements impose an implied warranty by us, our warranty ends 30 days from the date the Service or Software is first available to you.

8.7 Your representations

a) You represent that the JPMC Documents:
- can be enforced against you despite any immunity (sovereign or otherwise) you may have, and
- do not breach your Organizational Documents, Authority Documents or agreements with third parties, or any Legal Requirements.

b) When you give us a Person's information, you represent that you have the right to:
- share their information with us, and
- allow us to make continued use of that information or related records about the Person or any other Related Person for any of our "Know Your Customer", anti-money laundering and compliance procedures or other appropriate business purposes, to provide you or such other Person with the Services.

c) You represent and warrant that:
- only an Authorized Person will submit written information to us and that all written information submitted to us is true, compete and not misleading as of the date that the information is submitted.
- You will comply with all restrictions, requirements, loss mitigants, policies, and procedures that we have made you aware of.
- You will notify us immediately if you have a new beneficial owner of more than 10 percent of the combined voting power of your ownership interests.
- You will not use the Services or any Software for illegal, offensive, malicious or defamatory activities.
- You will give us and our representatives access at reasonable times to your facilities, data and records. We will provide you with reasonable notice before we audit or inspect you or your facilities.
- you have implemented and maintain policies and procedures (including anti-money laundering policies) designed to ensure compliance with Legal Requirements and Card Network Rules.

9 Miscellaneous

9.1 Governing law

a) The internal laws of the State of New York (without reference to its conflict of laws rules) apply to this Agreement, subject to any modifying Legal Requirements.

b) All rights and remedies relating to this Agreement, Legal Requirements and the Card Network Rules are cumulative and do not exclude any other rights or remedies.

c) The maximum amount of pre- and post-judgment interest in connection with any Claim will be the lower of the prime rate and the limit set by the State of New York.

9.2 Venue

a) Disputes relating to any Services will be resolved by an arbitration tribunal or by a court of competent jurisdiction in the State of New York and you agree to submit to this jurisdiction.

b) This section does not prevent us from starting proceedings in a court or tribunal of any state with jurisdiction, including concurrently in any number of states.

9.3 Waiving rights to a jury trial

a) Each Party waives the right to a trial by jury for any matter or Claim relating to:
- this Agreement
- the JPMC Documents and
- the Services or a Transaction.

9.4 Severability

If a court or other tribunal decides a provision of this Agreement or any JPMC Document cannot be enforced, that decision will not affect the remaining provisions.

9.5 Assigning this Agreement

a) We must agree in writing before you transfer or assign this Agreement (including by operation of law or merger). Without our consent, such transfer or assignment is void and may result in us immediately terminating the Agreement. Where we do

	agree, an assignee or transferee is subject to this Agreement and the obligations and liabilities you owed to us before the date it is transferred or assigned. b) We must agree in writing before an assignee can continue, assume or assign this Agreement for the benefit of a creditor, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or court officer, or Person taking charge of your assets or business. c) We can at any time assign or transfer this Agreement, in whole or in part, or any or all of our rights and obligations under this Agreement.
9.6 **Change of control**	a) You will give us notice at least 60 calendar days before: • you sell all or substantially all of your assets, or • a Person becomes a beneficial owner with more than 50 percent of the combined voting power of your ownership interests, or acquires voting control. b) You will give us information we request about a major asset sale or ownership change.
9.7 **Providing information**	a) All information that you give us will be accurate, complete and not misleading, and you will notify us immediately if at any time you learn it is not. b) You will give us, in Proper Form, all documents, financial statements and other information we request related to the JPMC Documents or the Services. c) We will rely on your Authority Documents until you give us notice in Proper Form that you have changed or revoked them, and we have had reasonable time to implement such modification. d) If you send us any documents or Instructions we may make ministerial changes to them as long as we advise you of any such changes. e) We can rely on the information you give us and you agree our reliance is reasonable. We do not need to verify: • any information your Authorized Person gives us • any representations or warranties you give us, or • the accuracy or timeliness of information a third party gives us on your behalf.
9.8 **"Know-Your-Customer" and Sanctions**	a) You will comply with our "Know-Your-Customer" requests, and policies and procedures that we make you aware of, by providing in Proper Form (including certifying it if we require) information that we ask for. b) We can delay, suspend or terminate the Services without notice if you do not: • give us in Proper Form information that we ask for, or • allow us access to your facilities. c) You will use commercially reasonable efforts to ensure neither you nor any Authorized Person is: • on a government list of people designated under Sanctions or otherwise subject to Sanctions, or • operating or located in a country, region or territory that is subject to or a target of Sanctions. d) You will notify us immediately if any of these events occur.
9.9 **Screening Transactions**	a) Consistent with our policies and procedures (including those related to Sanctions), we can screen Transactions, which can cause delays or cancellations, including a delay in your funds being available. b) You agree that our screening benefits you even if it causes a delay or cancellation.
9.10 **Acting as an independent contractor**	a) We are an independent contractor providing commercial services to you. We are not acting as your agent or in a fiduciary, quasi-fiduciary or similar role for you, any Person you represent or any other Person. b) You agree: • you had the opportunity to consult legal counsel about this Agreement and the JPMC Documents

- to exercise your own judgment about your business and your Instructions, and
- we are not advising you on any investment, tax, legal regulatory, accounting or other matters in this Agreement, the other JPMC Documents or your accounts, Services and Transactions.

9.11 Your Authorized Persons

a) You are responsible for:
- the acts of your employees and representatives and their complying with your internal controls, and
- advising each Authorized Person of their obligations under, and ensuring their compliance with, the JPMC Documents.

b) We can follow the Instructions of a Person we reasonably believe is authorized to act on your behalf, even if your Authority Documents do not list that Person.

9.12 Taxes

a) All Fees and other amounts due to us under any JPMC Document are exclusive of Taxes. You are responsible for any applicable state taxes imposed on interchange, assessments or other third-party fees collected by us under this Agreement. You agree we may increase the amount collected from you to reflect such taxes.

b) If we are required to pay Taxes to any Government Authority on your behalf, then:
- you will pay or reimburse us for all amounts we pay
- we will make a deduction for all amounts we pay from payments due to you, or
- we will debit your Settlement Account, even if it creates or increases an overdraft.

c) All payments to us consistent with this section must be made in full, without set-off or counterclaim and free of any deduction unless required by Legal Requirements, in which case you will:
- make the deduction
- increase the payment to us so that the net amount we receive is the same as the amount we would have been entitled to receive without the deduction
- pay the amount of the deduction to the applicable Government Authority, and
- within 30 days after you make this payment, give us a certified copy of the original receipt issued by the Government Authority as proof of payment.

9.13 Unlawful Internet gambling

a) You will not use the Services or any Card, account, Service or Software for unlawful Internet gambling as defined by 12 CFR Section 233.2(bb) of the Code of Federal Regulations and any future amendments, including accepting or receiving credit, services or funds as proceeds of a Transaction.

9.14 Force majeure

a) We are not liable to you for not carrying out, or delaying performance of, any actions caused by:
- an act of God
- a Government Authority or any Card Network
- a Legal Requirement
- a catastrophe
- war or terrorism
- civil or labor disturbance
- fire, flood or other natural disaster, or
- any other cause beyond our reasonable control.

9.15 Survival

a) We will have reasonable time to act on a termination request.

b) Before terminating the Services, we can process a Transaction or Instruction initiated or sent to us before we received your termination request.

c) Closing an account or terminating a Service does not affect any Party's liability to the other for any Claim arising, or related to any Transaction occurring, before or on closure or termination. This liability continues with full effect (including payment and reimbursement obligations) after this Agreement terminates.

	d) The rights and obligations under sections 3, 5, 6.6, 7.4, 8 and 9.1 - 9.3 will survive this termination of this Agreement, along with any other provision that says it does, or that reasonably should survive. e) If we are not able to contact you or do not receive an Instruction from you about an account termination, we can: • mail you a check for a final account balance, or • transfer your funds to an unclaimed-monies account.
9.16 Notices	a) All notices will be effective when given if they are in writing, sent to the specified addresses that the Parties give each other and delivered by: • email, Internet, cloud or other electronic means we permit • hand • regular mail, or • overnight courier. b) We can send notices to any Authorized Person. c) We can send additional or duplicate notices to other addresses we reasonably determine to be appropriate if we are unable to contact you at your specified address.
9.17 Electronic records	a) Each Party can make and keep recordings of phone conversations. b) Each Party can store an electronic or other copy of the JPMC Documents as an original and: • destroy the original paper version consistent with its record-keeping policies, and • use an electronic or other type of copy instead of the original in a legal proceeding.
9.18 Agreeing to terms electronically	a) We can provide you with this Agreement and any other JPMC Document (including amendments) electronically, including posting them on a website. You agree to such JPMC Document by continuing to use the Services after: • we notify you of the terms electronically • you electronically click or e-sign your approval, or • you agree by other means in Proper From. b) Electronically accepting our terms and conditions (including related amendments) has the same effect as you agreeing to them with your handwritten signature.
9.19 Third-party beneficiaries	a) This Agreement is not intended to benefit or to create a right or cause of action for any third-party beneficiary. b) You will not act as a fiduciary or deposit funds, facilitate Transactions or make payments for or on behalf of a third party.
9.20 Disputes and Arbitration	a) If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact us if you have a dispute. If we cannot resolve your concerns, we agree to an informal dispute resolution process requiring individual arbitration. b) You agree that any Claim related to the Agreement or the Services, including claims regarding the applicability of this arbitration clause, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association (“AAA”). We will select another arbitration forum if the AAA ceases operations. c) In the absence of this arbitration clause you may otherwise have had a right or opportunity to litigate any Claim through a court before a judge or jury and to participate or be represented in litigation filed in court by others (including class actions). You are waiving those rights and any Claim you have must now be resolved through arbitration.

d) All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other source of law.

e) Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

f) The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between you and us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section.

g) If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration.

h) Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction.

i) Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. Any arbitration hearing at which Merchant appears will take place at a location within New York County, New York, New York.

j) This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other.

10 Definitions

Access Code	A code that we provide, or your designated Security Administrator or Program Administrator creates, which is used to: • access an online system or application, or • authenticate an Instruction or Transaction.
Affiliate	A Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person. A subsidiary is an Affiliate.
Agreement	These Terms and Conditions, including the Application and all addenda, Fee Schedules, schedules, attachments, supplements and exhibits.
Application	Your application for Services in Proper Form, which may include a statement of your financial condition, business or organizational characteristics, and related credit, financial or other business information.
Authority Document	A document or other evidence in Proper Form evidencing the power and authority of a Person to: • agree to this Agreement and other documents related to the accounts and Services • issue Items or Instructions • access Software or platforms, or • take actions on your behalf. These include certificates of authority to transact business, open accounts, Security Administrator designations, forms, resolutions, delegation of authorities, appointments, officer's certificates, access requests, certificates of incumbency, powers of attorney and implementation forms.
Authorized Person	An: • Authorized User, Program Administrator and Security Administrator, or • any Person (including a third party), that your Authority Documents identify as authorized to act on your behalf, or has authority to bind you under the law of agency or other Legal Requirements.
Authorized User	An individual you, your Program Administrator or your Security Administrator entitled to act on your behalf for any Service or who is permitted to use your account or Services. You, the Program Administrator or the Security Administrator will define the entitlements for each Authorized User.
business day	A day we are open to the public for carrying on substantially all of our banking functions, but not: • a state or federal holiday in the location we maintain an account or deliver Services • a Saturday, Sunday or other day when banks in New York City are authorized by Legal Requirements to remain closed, or • a day on which any Card Network or the Fedwire systems are not operating.
Card	A physical or virtual credit or debit card, device, mobile application or other technology or means used to access an account through which Card Network or alternate payment network services are requested, delivered, authorized and established.
Card Information	Information that is: • specific to a Card, including any Card account number, expiry date, security code, PIN, credit limit and account balance, or • read, scanned, imprinted, or otherwise obtained from a Card, (such as a customer name, address or phone number), even where such information is not specific to the Card.

Card Network	Any payment system or network provider that offers or licenses Cards, including Visa Inc., MasterCard International, Inc., Discover Financial Services, LLC, American Express, Pulse, NYCE and STAR. This includes us for your Chase Transactions.
Card Network Liabilities	A fine, fee, penalty, liability, or other charge or assessment by a Card Network relating to your or your Merchant Service Provider's actions or your Transactions.
Card Network Rules	All rules, programs, regulations, requirements and manuals of the Card Networks. This includes the Chase Requirements applicable to Chase Transactions.
Chargeback	A reversal under the Card Network Rules of a Transaction you previously submitted to us to process, including as a result of a dispute by the Card holder or by the bank that issued the Card.
ChaseNet	Our ChaseNet payment-processing platform where we directly process Transactions made with Eligible Chase Cards.
Chase Pay	Our proprietary "Chase Pay"-branded digital wallet product (together with related software, code, applications, specifications, program interfaces, software development kits, and other tools and materials) that allows our customers to use their Eligible Chase Cards to buy goods or services from merchants with: • the Chase Pay Mobile App at the point of sale • your application, at the point of sale and/or for purchases made within it • our Chase Pay-branded payment button which can be incorporated into your e-commerce websites, or • any third-party mobile applications that may support Chase Pay.
Chase Pay Mobile App	Our mobile application software housing Chase Pay with customer payment options and other loyalty solutions.
Chase Pay Transaction	A Chase Transaction using Chase Pay, which we process under this Agreement.
Chase Requirements	Our rules and requirements for Chase Transactions.
Chase Transaction	A Transaction using an Eligible Chase Card, which we process over the ChaseNet platform. Chase Transactions will not include PIN debit transactions unless we have provided you with pricing specific to PIN debit Chase Transactions.
Claim	An actual or potential action, loss, claim, dispute, controversy, damage, demand, liability, garnishment, lien, levy or other order, cost or expense, including Special Damages, attorney fees and dispute resolution costs.
Confidential Information	Nonpublic information one Party reveals to the other Party or its Affiliates in writing, orally or by other means. Our Confidential Information includes our: • Software, user guides and technology, and • any information about our internal controls and data security practices report (including an SSAE 18, PCI-DSS Attestation of Compliance or Letter of Compliance).
Eligible Chase Card	A Card that we or our Affiliates issue and those we determine is eligible for use in Chase Transactions. Eligible Chase Cards are limited to Visa-branded consumer and small business credit and debit Cards.
Fee	A charge, cost, fee (including reasonable attorney's fees) or expense relating to the Services, including interchange fees and Card Network Liabilities and those obligations payable by you under any JPMC Document, not including interest. Your Fees may be provided on the Fee Schedule or in another JPMC Document.
Fee Schedule	Any JPMC Document that lists the Fees for the Services. For example, the Fee Schedule may be contained in a separate JPMC Document and may also be signed separately, but is subject to the terms of this Agreement.
Government Authority	A U.S. or foreign government authority, a U.S. state and political subdivision, and an agency, regulatory (including self-regulatory) authority, department, commission,

	board, bureau, court or tribunal with jurisdiction over a Person, any of its subsidiaries or Affiliates, or their respective properties.
Instruction	Any kind of instruction you or any Authorized Person gives to us.
JPMC Documents	This Agreement, all Authority Documents, any applications and all other documents relating to the Services.
Legal Requirement(s)	Each applicable law, ordinance, decree, requirement, order, judgment, rule, regulation, directive, circular, interpretive letter, guidance or other official release (or a related interpretation) of a Government Authority or a regulatory (including self-regulatory) organization to which a Party (and/or its Affiliates) is subject, including: • all applicable anti-money laundering laws, rules and regulations • "Know-Your-Customer" and Sanctions laws, rules and regulations • Federal Reserve Board Regulations, and • tax regulations.
Material Adverse Change	A significant negative change in reputation, property, financial condition, business, liabilities, operations, prospects, affairs or the ability to meet obligations under any of the JPMC Documents as determined by us.
Merchant Service Provider	Any third party engaged by you or acting on your behalf that processes, stores, receives, transmits, or can access Card Information.
Merchant Mobile App	Any mobile application software developed by you, or on your behalf, that provides services for your customers, including the ability to pay for your goods or services.
Organizational Document	A document in Proper Form that: • proves your organization exists, or • controls or establishes governance of your organization.
Party/Parties	Individually, you or us, and collectively, you and us.
PCI Council	Payment Card Industry Security Standards Council.
PCI-DSS	Payment Card Industry Data Security Standards, as adopted by the PCI Council.
Person	A natural person, unincorporated sole proprietor, corporation, limited liability company, trust, joint venture, association, company, partnership, Government Authority or other entity.
Program Administrator	A Person you authorize to perform administrative and security functions in connection with your commercial cards.
Proper Form	The time, manner, form (tangible or electronic) or substance, which we solely determine or agree is satisfactory to us, for delivery of requested or required information.
Referral Partner	A third party that has entered into a (i) formal referral relationship with us pursuant to which it referred you to us for payment processing services and/or (ii) preferred pricing program with us. The Referral Partner may be involved in the servicing and maintenance of your account. Referral partners may include, as applicable, without limitation, financial institutions, your franchisor, independent sales organizations, trade associations or groups and service providers.
Refund	Any full or partial refund, credit or adjustment issued to a Card for any reason.

Related Person	A Party's past, present and future direct and indirect parents and Affiliates and any Authorized Person, director, officer, employee, manager, partner, shareholder, beneficial owner, insurer, Service Provider, agent or attorney, including all successors, subrogees and assigns.
Reserve	Funds we may withhold from you or require you to pay us and which we maintain to protect us against a risk that we reasonably anticipate.
Sanctions	Economic or financial sanctions, or trade embargoes that a Government Authority imposes, including the Office of Foreign Assets Control of the U.S. Department of the Treasury.
Security Administrator	Any Person you designate as a System Administrator or Security Administrator, or you otherwise authorize to: • receive, exchange and distribute a Security Protocol • receive and distribute Security Procedure materials, documents and account information • define or grant entitlements relating to your accounts and our Services or Software • administer or receive notices regarding any Software or Service on your behalf, including identifying what Service functions, including the Mobile App, each user can access and accepting the JPMC Document governing a Service, or • give us your list of users, if we ask. You will notify us if your Security Administrator changes and any change will not be effective until you notify us and we have a reasonable time to act.
Security Breach	Any event that impacts the confidentiality, integrity, or availability of a system or information, including Confidential Information, which may need to be investigated to determine if it needs external reporting. Such events may include unauthorized access, use, or disclosure of Confidential Information.
Security Credential	A unique user identification number or name, unique password or unique device.
Security Protocol	Any of the following used to authenticate an Authorized Person's identity or authorize an Instruction: • Access Codes • a Security Credential • identification, authorization or authentication codes, biometric identifiers, passwords or encryption algorithms, and • tangible or intangible security tokens, cookies, digital signatures, and private or public keys we issue or approve.
Security Standards	Card Network and PCI Council rules, regulations, standards, or guidelines for information privacy and data security, and for safeguarding, sharing and handling Card Information, including the: • PCI DSS • PCI PIN Transaction Security Requirements • Visa Cardholder Information Security Program and Visa Payment Application Best Practices • Discover Information Security and Compliance Program • American Express Data Security Operating Policy, and • MasterCard Site Data Protection Program and POS Terminal Security Program.
Settlement Account	A demand deposit account you maintain with us or another financial institution, which you designate to receive settlement funds for Transactions under this Agreement.

Services	The services we provide to you related to your acceptance of Cards as payment for the goods and services you sell, including: • authorizing, conveying and settling Transactions • providing any supporting equipment or terminals, and • any related service.
Service Provider	A non-Affiliate vendor we or our Affiliate engages to perform or help perform any actions for an account, Service or Transaction, and over whom we or they maintain reasonable control. For the avoidance of doubt, Service Providers are not our agents.
Software	A portal, platform, software, application or Internet website we provide for you to: • access the Services and related activity information, Transaction data, and reports • maintain your account and Services, and • transmit Transactions or other documents.
Special Damages	Indirect, special, incidental, speculative, remote, exemplary, punitive or consequential damages, lost profits, loss of business or goodwill, Tax or late payment penalties and damages, including any related to: • systems or equipment issues • access to any online service • Service Providers, and • problems or delays using our Software and Services. For the avoidance of doubt, Special Damages do not include fines, fees, penalties or assessments imposed by any Card Network, and such damages shall be deemed direct damage.
Statement	A report of activities, including Transactions and Fees, relating to the Services.
Systems	Your browsers, software, hardware, telecommunications equipment or other equipment (and all related policies and procedures), that you use to communicate with us, including your: • email, fax, Internet and cloud services • devices, such as a phone, tablet and laptop, and • computers, workstations, browsers, programs, connections, data or other transmission systems.
Taxes	Any taxes (including value-added, sales and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (with related interest, penalties, fines and expenses) in connection with the Fees, accounts or other Services (including payments or receipts) except if such taxes are imposed on our overall net income.
Terms and Conditions	This document.
Transaction	A sale, Refund, Chargeback or other Services related activity in which you and your customer exchange consideration using a Card and which you submit to us for processing.
U.S.	United States of America, excluding its possessions and territories unless specified.
we, our and us	JPMorgan Chase Bank, N.A. in its capacity as a member of several Card Networks and Paymentech, LLC in its capacity as an authorized processor of Transactions.

you, your and yours	Our customer for whom we provide any Services under this Agreement or any other JPMC Document. You may be referred to in other JPMC Documents as our Customer or the “Merchant”.

Exhibit 1: AMEX OPTBLUE

American Express OptBlue

1. American Express OptBlue Provisions

To participate in the American Express OptBlue Program, you must agree to comply with the requirements, acknowledgments and authorizations specific to your acceptance of American Express Payment Cards set forth in this Exhibit. Further, by participating in American Express OptBlue Program, you agree to the limited manner described in this Exhibit by which American Express may directly market and communicate to you, or use and disclose information you provide in connection with your participation in the OptBlue Program. The "OptBlue Program" is a program under which we and other eligible third party acquirers may enable small merchants (defined as merchants that process American Express card transactions where the gross annual sales amount of such American Express card transactions is One Million U.S. Dollars or less) to accept American Express Payment Cards.

2. Acceptance

You hereby agree to accept American Express Payment Cards only in accordance with the terms of this Agreement and the *American Express Merchant Operating Guide*, as may be amended from time to time and which is located at www.americanexpress.com/merchantopguide, provided however that:

(a) any Claim between us and you arising from or relating in any way to this Agreement, even if relating to acceptance of the American Express Payment Card or otherwise involving or relating to American Express (including claims to which American Express is a party or has a right to join), shall be brought in accordance with the Agreement, and not the dispute resolution provisions of the *American Express Merchant Operating Guide*;

(b) American Express's right to provide you information, notify you or otherwise provide you Solicitations (as hereinafter defined) shall be in accordance with Section 5 below and not the *American Express Merchant Operating Guide*; and

(c) American Express's right to use Transaction Data and Merchant Data provided to American Express by us shall be in accordance with Section 6 below and not the *American Express Merchant Operating Guide*.

American Express has asked us to inform you that any claim brought by Merchant against American Express, to which we are not a party, arising from or relating in any way to this Agreement is to be resolved pursuant to the dispute resolution provisions of the *American Express Merchant Operating Guide*, provided that nothing in this Agreement shall provide any grounds for us to be a party to any claim between you and American Express that does not relate to this Agreement. For purposes of the OptBlue Program, **"Merchant Data"** means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of OptBlue Program Merchants and similar identifying information about OptBlue Program Merchants. For clarification, Merchant Data does not include Transaction Data.

3. Authorization

You authorize us to submit Transactions to, and receive settlement from, American Express.

4. Communication with Merchants

By agreeing to use the "OptBlue" service, you understand and agree that American Express may communicate with you to provide information about the OptBlue Program and other programs regarding the American Express network as set forth below, including:

(a) "welcome acceptance" communications;

(b) communications designed to inform you how to increase Customers' usage of the American Express Card (e.g., information regarding posting of the American Express logo);

(c) communications required by law or to comply with directions from American Express regulators;

(d) communications necessary for you to fulfill or comply with offers made by American Express to its Customers;

(e) communications under certain circumstances where American Express seeks to transfer you to direct card acceptance program with American Express because Merchant's American Express transactions are more than $1 million annually or we no longer participate in the OptBlue Program;

(f) communications about programs on the American Express network that are relevant to merchants participating in the OptBlue program, but do not include Solicitations (as defined below); and

(g) communications about the benefits to you of accepting the American Express card, but do not include Solicitations.

5. American Express Programs

Although American Express may send you general information about American Express programs (*e.g.*, notifications about the occurrence of American Express's "Small Business Saturday" program or the availability of American Express's "Pay with Points" program), American Express will not directly solicit you to register for, purchase or otherwise obtain products or services unrelated to the OptBlue Program ("Solicitations"). You may, however, receive solicitations from American Express if it has provided the necessary data or consent directly to American Express outside the scope of this agreement). To register for, purchase or otherwise obtain products or services from American Express unrelated to the OptBlue Program, please contact American Express directly by visiting the website http://www.americanexpress.com/privacy or calling American Express at 1-(800)-528-5200.

6. Disclosure of Transaction Data and Merchant Data

You understand and agree that we will disclose Transaction Data and Merchant Data to American Express, and American Express may use such information to perform its responsibilities in connection with the OptBlue Program, perform analytics and create reports, to communicate with you in the manner permitted above and for any other lawful purposes (other than Solicitations).

7. Protection of Merchant Data

American Express uses reasonable administrative, technical and physical security measures to protect the security and confidentiality of Merchant Data obtained from us under this Agreement. American Express requires industry standard confidentiality and data security measures from third parties who are authorized by American Express to process data on its behalf. American Express only shares data in accordance with its data protection privacy principles, available here: https://www.americanexpress.com/us/content/customer-privacy-principles.html.

8. High CV Merchants

You acknowledge that you may be converted from the OptBlue Program to a direct Payment Card acceptance relationship with American Express if and when you becomes a High CV Merchant. You acknowledge that upon any such conversion, processing of any American Express Payment Card will be governed by American Express's then current card acceptance agreement (and not this Agreement) and American Express will be solely responsible for setting pricing and other fees payable by you for acceptance of any American Express Payment Card. For purposes of this Agreement, a High CV Merchant is defined as a Merchant with greater than $1,000,000 in Charge Volume in a rolling 12 month period**.**

9. No Assignment of Payments

You will not assign to any third party any payments due you under this Agreement. All indebtedness arising from charges will be for bona fide sales of goods or services (or both) at your establishments and free of liens, claims and encumbrances other than ordinary sales taxes. The prohibition on assigning payments due you, however, does not apply to the sale of Transaction receivables to us, our Affiliates or a partner of our or our Affiliates that provides cash advance funding.

10. Refund Policies

You acknowledge that your refund policies for purchases by American Express Payments Cards must be at least as favorable as its refund policy for purchases made on Payment Cards of other Payment Brands. You agree to disclose to holders of American Express Payment Cards the refund policy at the time of purchase and in accordance with Applicable Law.

11. Collection for Cardholders

You may not collect or attempt to collect from any holder of American Express Payment Cards for any purchase or payment on an American Express Payment Card unless: (A) the charge has been charged back to you; (B) you have accepted/paid the charge (i.e., no Chargeback reversal has been processed); and (C) you have a right to collect or attempt to collect funds to recover unpaid amounts lawfully owed to you by such holder American Express Payment Cards.

12. NOTICE REQUIRED BY AMERICAN EXPRESS

American Express requires that we inform you that (i) American Express charges us a wholesale discount rate and not interchange and (ii) American Express operates a non-interchange based network.

13. Waiver of Right to Contest Jurisdiction; Waiver of Jury Trial; Arbitration

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION.

WITH BINDING ARBITRATION YOU ACKNOWLEDGE AND AGREES THAT:

(a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM ALLEGED AGAINST US OR RELATED THIRD PARTIES;

(b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST US OR RELATED THIRD PARTIES; AND

(c) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST US AND RELATED THIRD PARTIES.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY AND TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). BUT, EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

(a) Any claim, dispute, or controversy relating to acceptance of the American Express Payment Card or otherwise involving or relating to American Express ("Claim") by either you or us against the other, or against the officers, directors, employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents, successors, or assigns of the other, arising from or relating in any way to this Agreement or to the relationship formed between the parties as a result of this Agreement, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association (“AAA”).

(b) All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other source of law.

(c) Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. You and us will agree on another arbitration forum if the AAA ceases operations.

(d) The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between you and us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section.

(e) If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration.

(f) Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction.

(g) Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. Any arbitration hearing at which Merchant appears will take place at a location within New York County, New York, New York. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future.

(h) Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other.

14. Conveyed Transactions

If you accepted American Express Payment Cards through the American Express OptBlue Program and no longer can do so because you became a High CV Merchant, in order to accept American Express Payment Cards through Conveyed Transactions, you must enter into a direct relationship with American Express by executing American Express's then current card acceptance agreement.

APPENDIX I.2.A

FRANCHISEE SERVICING AGREEMENT

THIS FRANCHISEE SERVICING AGREEMENT (“Agreement”) is made as of the Effective Date below, by and between SNAP-ON CREDIT LLC ("Snap-on Credit") and the undersigned Franchisee ("Franchisee").

Snap-on Credit has established various programs that allow Snap-on franchisees to offer their qualified customers financing for purchases of Products. These Programs are described more fully in the Program Terms, as it is updated from time to time.

Signing this Agreement is entirely voluntary; however, Snap-on Credit will not purchase Extended Credit Contracts or other receivables from Franchisee unless Franchisee signs this Agreement.

This Agreement sets forth the rights and obligations of Snap-on Credit and Franchisee with regard to Franchisee Paper and Serviced Franchisee Paper.

THE PARTIES AGREE THAT:
In consideration of the agreements set forth below, including without limitation, Snap-on Credit’s purchase of Franchise Paper offered by Franchisee, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions.

(a) *"Affiliate"* means any corporation or other entity that controls, is controlled by or is under common control with Snap-on Credit, including without limitation, Snap-on.

(b) *"Applicable Laws"* means all federal, state and local statutes and regulations applicable to this Agreement and the transactions contemplated by this Agreement, including by way of examples and not as a limitation, and without necessarily recognizing their applicability: usury laws, retail installment or credit sales laws, payment collection laws, anti-money laundering laws, data privacy and security laws, the Uniform Commercial Code and the federal laws (or comparable state laws) applicable to credit transactions, such as (by way of example and not a limitation), Section 5 of the Federal Trade Commission Act, the Fair Credit Reporting Act, Equal Credit Opportunity Act, the USA Patriot Act and Bank Secrecy Act. .

(c) *“Collateral”* means the following property of Franchisee, whether now owned or hereafter acquired, and whether tangible or intangible: inventory, tools, equipment, vans, accounts, cash in any currency, contract rights, general intangibles, chattel paper, revolving accounts, Extended Credit Contracts, credit sales contracts, Open Accounts, leases, insurance policies, documents, deposits, all other accounts, Franchisee's EC Reserve, customer lists, books, records, catalogues, sales aids, computers, computer programs and data, and any replacements, substitutions, additions, accessions or proceeds thereof.

(d) *“Extended Credit Contract”* means a conditional sales contract or similar installment contract, in a form acceptable to Snap-on Credit, representing Product sales financed by Franchisee.

(e) *"Customer"* means the purchaser of Products under any Franchisee Paper or Serviced Franchisee Paper.

(f) *"EC Reserve"* means the reserve maintained by Snap-on to which certain funds are credited and debited, all for the benefit of Snap-on Credit, and as provided in this Agreement and the Program Terms.

(g) *"Franchise Agreement"* means the agreement(s) between Franchisee and Snap-on, authorizing Franchisee to act as a Snap-on franchisee.

(h) *"Franchisee Paper"* means any paper or electronic document and/or other electronic data evidencing a Customer's obligation to pay Franchisee that is sold and assigned to Snap-on Credit.

(i) *"List of Calls"* has the meaning assigned to it in the Franchise Agreement.

(j) "*Net Cash Price*" means an amount equal to the total price, including tax and other charges of the Products sold to a Customer under an Extended Credit Contract, minus the down payment, trade-in allowance or other cost reductions. Net Cash Price only includes new sales set forth on the Credit Sale Contact.

(k) *"Outstanding Balance"* means the total of the remaining payments and other amounts due under any Extended Credit Contract, whether those payments are past due, due, or due in the future together with any other amounts owed at that time (which may include, without limitation, unpaid interest, collection costs, repossession, recovery, remarketing and/or legal fees), except that upon prepayment or after a default of an Extended Credit Contract, the Outstanding Balance will not include unearned finance charges.

(l) *"Products"* means the tools and equipment sold by Franchisee in compliance with the Franchise Agreement and the Program Terms, and otherwise acceptable for inclusion by Snap-on Credit.

(m) *"Program(s)"* means various programs developed by Snap-on Credit that allows Snap-on franchisees the ability to offer their qualified customers financing for purchases of Products. The Program(s) is/are described more fully in the Program Terms.

(n) *"Program Terms"* means the Snap-on Credit "Program Manual", or any procedures or other rules promulgated by Snap-on Credit or an Affiliate, concerning any of the Programs, as amended from time to time.

(o) *"Qualified Transaction"* means a sale of Products pursuant to an Extended Credit Contract to which each of the following criteria apply:

(i) The Customer's obligations are valid and enforceable;

(ii) The transaction is evidenced by all documents and/or electronic data required by Snap-on Credit, in which the signatures, names, addresses, amounts and other statements and facts (such as, the unpaid balance, down payment and trade-in) are in all respects genuine, legible, accurate and complete; and an accurate and complete copy of all Customer documents was given to the Customer at the time of the sale;

(iii) The transaction and accompanying documents comply with the terms and conditions of this Agreement and the Program Terms; and the sale of Products is a bona fide transaction in the ordinary course of business and for a business or commercial purpose and use (and not constituting inventory of Customer); provided, however, that Snap-on Credit will determine to its own satisfaction that any forms provided to Franchisee by Snap-on Credit comply with Applicable Laws;

(iv) The Products have been delivered to the Customer as set forth in the documents evidencing the transaction, are to be used by the Customer, have been delivered in satisfactory condition, have been accepted by the Customer and have not been returned; and

(v) There has been no act or omission by Franchisee involving negligence, fraud or dishonesty including without limitation, any failure by Franchisee to advise Snap-on Credit of a material fact or circumstance regarding a Customer's creditworthiness or identity, commercial status, or other circumstances which could impair the enforceability or collection of the Franchisee Paper, that was known by Franchisee when Snap-on Credit purchased the Franchisee Paper.

(p) *"Recourse Percentage"* means, with respect to any Franchisee Paper, the percentage of net loss liability established at the time of origination that the franchisee agrees to accept in the event such Franchisee Paper is recognized as a loss by Snap-on Credit. Generally, this is 25%, but this percentage can vary up to 100% for special programs.

(q) *"Reserve Requirement"* means an amount up to 15% of the Net Cash Price of the Franchisee Paper as designated by Snap-on Credit from time to time with 30 days written notice.

(r) "*Retail Value*" means the fair resale value of a Product, determined by Franchisee and Snap-on Credit, with reference to the list price of the same or equivalent Product, but also taking into account the condition of the particular item at the time of repossession.

(s) *"Sale Proceeds"* means the price of repossessed or surrendered Products resold by Snap-on Credit, minus Snap-on Credit's costs of repossession, foreclosure and/or resale.

(t) *"Serviced Franchisee Paper"* means Extended Credit Contracts, or other receivables owned by Snap-on Credit that Franchisee did not initiate but which relate to customers on Franchisee's List of Calls.

(u) *"Snap-on"* means Snap-on Tools Company LLC, its successors and assigns.

(v) *"Weekly Invoice"* means the invoice given by Snap-on to Franchisee on a weekly basis detailing amounts Franchisee owes, the Reserve Account and otherwise.

2. Assignment of Franchisee Paper. Franchisee may, in Franchisee's sole discretion, offer to sell and assign Extended Credit Contracts to Snap-on Credit. Snap-on Credit, in its sole discretion, may purchase and accept assignment of Extended Credit Contracts offered by Franchisee. Upon Snap-on Credit's acceptance of the sale and assignment of Extended Credit Contracts, Snap-on Credit shall have sole title to the Franchisee Paper, the sole right to receive payments pursuant to such Franchisee Paper, and holds all rights and remedies available thereunder (including, but not limited to, payments, collateral rights, transactional fees, etc.), and Franchisee has no right, title or interest to or in the same, unless and until the transaction is assigned back to Franchisee in accordance with this Agreement and the Program Terms. Franchisee is deemed to have sold and assigned, and Snap-on Credit is deemed to have accepted and purchased, any Franchisee Paper with respect to which Snap-on Credit causes Franchisee to receive the Net Cash Price (less any applicable Reserve Requirement) pursuant to Section 3 (b).

3. Terms Applicable to Purchases of Franchisee Paper.

(a) Snap-on Credit's purchase or other funding of any Extended Credit Contracts is subject to such terms, conditions and procedures as may be contained in this Agreement and the Program Terms. Snap-on Credit is not required to purchase or otherwise accept assignment of any Extended Credit Contract regardless of any approval until all documentation required by Snap-on Credit is received. Approvals provided before the time of purchase may be rescinded by Snap-on Credit at any time without notice. Required documentation will be on forms supplied by Snap-on Credit and may include among other things, a Customer application, the original Extended Credit Contract, other documents evidencing the transactions and Products sold, and, if requested, a written assignment of the Extended Credit Contract to Snap-on Credit (or a designated Affiliate).

(b) If Snap-on Credit purchases and accepts assignment of any Extended Credit Contracts, then upon receipt of all required documents, Snap-on Credit will pay Franchisee the Net Cash Price (less any Reserve Requirement) for such contracts either by (a) causing Snap-on to credit the amount to Franchisee's Weekly Invoice or (b) by mutual agreement, remitting such amount directly to Franchisee via electronic payment or check.

(c) Franchisee authorizes Snap-on Credit to file a Uniform Commercial Code financing statement and will cooperate with any other reasonable requests of Snap-on Credit in order to help Snap-on Credit secure and perfect its interest in the Franchisee Paper and other Collateral as set forth in this Agreement.

4. Program Terms. Franchisee will observe all applicable requirements contained in this Agreement and in the Program Terms, all of which are intended to preserve the integrity of Franchisee Paper and Serviced Franchisee Paper transactions. The Program Terms may be amended by Snap-on Credit from time to time, and Franchisee will observe each amended requirement from the effective date of each such amendment. All amendments will be provided to Franchisee by delivering a copy to Franchisee by electronic delivery either directly or by notice of posting to a common secure internet location, by first class U.S. mail at the then current address of Franchisee as reflected in the records of Snap-on Credit, or as otherwise set forth in the Program

Terms. Unless otherwise provided in this Agreement, any amendment to the Program Terms will be effective on the date indicated thereon, which will not be less than two (2) business days after the date of electronic delivery or mailing, or, if no effective date is indicated, on the fourth (4^{th}) business day after the date of electronic delivery or mailing.

5. Computer; Electronic Commerce and Communication. Snap-on Credit conducts the majority of its activities via electronic means and over the internet. In order to interface with Snap-on Credit electronically, Franchisee, at Franchisee's expense and effort, will: (i) subscribe to and utilize a reliable and secure internet service provider or other electronic communication service; (ii) obtain and use secure electronic point of sale equipment, electronic signature pad, computer equipment, and other communication services compatible with the Snap-on Credit software programs; and (iii) use the forgoing to communicate, exchange, transmit or receive information and data for invoicing, Franchisee Paper and/or Serviced Franchisee Paper details and other Customer and Franchisee (and Snap-on Credit related) credit operations information and transactional data. Snap-on Credit is not liable for any damage or loss to Franchisee including, but not limited to: lost profits; delayed orders; delayed, inaccurate, or lost credit decisions; contract acceptance; product sales; payment posting; Franchisee's Weekly Invoice posting; or any other transaction transmitted via any means or the like which are the result of any outage or delay related to electronic transmission of information, whether by the internet or otherwise, or as the result of Franchisee's failure to access the information. Franchisee will verify, in a timely manner, the accuracy of any electronic transmission of information. Snap-on Credit may make use of any information furnished to Snap-on Credit to conduct its business, which may include, without limitation, market research and/or analysis.

6. Compliance with Laws; Indemnification.

(a) Franchisee is responsible for complying with all Applicable Laws governing Franchisee's conduct and activities with respect to Franchisee Paper and Serviced Franchisee Paper, the transactions thereunder and under this Agreement, and shall ensure that no person or persons who own a majority of the ownership interests in, or who control, the Franchisee shall be listed on the Specially Designated Nationals and Blocked Person List or other similar list maintained by the U.S. Department of Treasury, Office of Foreign Assets Control. Franchisee is also responsible for ensuring compliance with Applicable Laws by Franchisee's employees and independent contractors acting on behalf of Franchisee. A violation of the Applicable Laws or this Agreement by Franchisee's employees or independent contractor is considered a breach of this Agreement by the Franchisee.

(b) In addition to every other right and remedy of Snap-on Credit in this Agreement or by law, Franchisee agrees to indemnify, defend and hold Snap-on Credit and its Affiliates harmless from and against any liability, claim, loss or expense (including, without limitation, all legal fees and costs) Snap-on Credit or any Affiliate incurs relating to or arising out of:

(i) Any violation or breach by Franchisee of any representation, warranty or provision of this Agreement or the Program Terms;

(ii) Any actual, or if brought by a third party any actual or alleged, violation or breach of any duty or obligation of Franchisee under Applicable Laws;

(iii) Any Franchisee Paper that is not a Qualified Transaction;

(iv) The return of Products, price adjustments, and differences in copies of Franchisee Paper given to Customers that differ from the documents originally assigned to and accepted by Snap-on Credit evidencing the transaction;

(v) Any misrepresentation by Franchisee with respect to any Franchisee Paper or associated documentation;

(vi) The unauthorized use or abuse of any document or any portion of any document which is provided to Franchisee by Snap-on Credit or Snap-on for use with the Program;

(vii) The use of any financing program to extend credit to Customers that is not approved by Snap-on Credit or Snap-on;

(viii) Failure to maintain any status, license or tax obligation that affects Snap-on Credit's ability to recover amounts due under any Franchisee Paper or Serviced Franchisee Paper and/or

(ix) Any of the foregoing events with respect to any action of any employee or agent of Franchisee.

(c) In the event of any breach of this Agreement by Franchisee where such breach negatively effects Snap-on Credit's rights or ability to enforce any Franchisee Paper, Serviced Franchisee Paper or similar contract held by Snap-on Credit, and without limiting any other rights Snap-on Credit may have under this Agreement or by law, Franchisee will pay Snap-on Credit the Outstanding Balance for such transaction. Snap-on Credit may collect the Outstanding Balance by directing Snap-on to charge Franchisee's Weekly Invoice or requiring Franchisee to pay Snap-on Credit directly. Payment to Snap-on Credit under this section does not necessarily result in an assignment of the underlying transaction to Franchisee. Snap-on Credit will make a reassignment decision in its discretion notify Franchisee of its decision.

(d) The indemnification obligations in this Section 6 survive termination of this Agreement.

7. Returns or Adjustments. Unless approved by Snap-on Credit, Franchisee will not accept a return of any Product sold pursuant to any Franchisee Paper or Serviced Franchisee Paper. Franchisee will not alter the terms of any Franchisee Paper or Serviced Franchisee Paper without the express written consent of Snap-on Credit. Within one week of any return, repossession or other adjustment to Products under an Extended Credit contract, Franchisee will notify Snap-on Credit of any returns, substitutions or adjustments for any Products sold pursuant to any Franchisee Paper or Serviced Franchisee Paper.

8. Franchisee Collections.

(a) Except as otherwise agreed in writing by Snap-on Credit, in consideration of this Agreement, Franchisee will collect payments from Customers on Franchisee Paper and Serviced Franchisee Paper (if requested by the Customer or Snap-on Credit) in accordance with the periodic payment terms of the applicable Franchisee Paper or Serviced Franchisee Paper and remit those collections to Snap-on Credit as soon as possible and in any event no later than seven (7) days after receipt. When obtaining payments from Customers, Franchisee is acting as Customer's agent and will hold funds in trust for the benefit of Customer and timely remit them to Snap-on Credit. Franchisee is not Snap-on Credit's agent for any purposes with respect to such collections. Nothing in this Agreement precludes Customers from making payment directly to Snap-on Credit, and Snap-on Credit may at any time require the Customer to make payments directly to Snap-on Credit for obligations owed to Snap-on Credit. Unless otherwise directed by Snap-on Credit, Franchisee will remit the collections belonging to Snap-on Credit via Snap-on Credit's preferred electronic interface. All payments to Snap-on Credit not made by electronic interface will be in United States dollars, by check or money order, or if required by Snap-on Credit, by certified funds, payable to Snap-on Credit, or as otherwise provided in the Program Terms. Third party checks will not be accepted. To the extent permitted by applicable law, Franchisee may be assessed an NSF Check Charge of $25.00 (or the maximum permitted by applicable law if less), for any payment made by Franchisee to Snap-on Credit that is returned for non-sufficient funds.

(b) Franchisee acknowledges that Customers may move among various Snap-on franchisees' Lists of Calls. As it relates to recourse obligations under Section 11, Franchisee agrees that, subject to any special instructions by Customer, credit for collections received by Snap-on Credit with respect to any Customer, or credits to such Customer's obligations under a particular Franchisee Paper or Serviced Franchisee Paper account, (unless otherwise specified by the Customer) will be allocated pro rata by Snap-on Credit based on the total Outstanding Balance and credited to each Snap-on franchisee who originated the Franchisee Paper or Serviced Franchisee Paper. Snap-on Credit reserves the right to round allocations to the nearest dollar.

(c) Franchisee agrees to advise Snap-on Credit, on a weekly basis, of any missed collections, deficiencies or late payments by any Customer related to Franchisee Paper and Serviced Franchisee Paper.

(d) Franchisee will maintain delinquency standards for all Franchisee Paper and Serviced Franchisee Paper in accordance with the Program Terms. Failure to maintain and sustain minimum requirements or failure to remit collections from Customers on a timely basis, may result in Snap-on Credit restricting Franchisee's access to certain programs and promotions or termination of this Agreement.

9. Franchisee's Responsibilities. In addition to the obligations of Franchisee stated in this Agreement, Franchisee will:

(a) Pay when due all applicable taxes (including but not limited to sales tax) arising out of any sale under Franchisee Paper;

(b) Preserve all records of Franchisee Paper and Serviced Franchisee Paper transactions, if not delivered to Snap-on Credit, for the longer of: (i) the term of the applicable agreement plus seven years, or (ii) seven years from the date of the last transaction (or such other period as may be specified in the Program Terms) and permit Snap-on Credit to examine and verify same at any reasonable time;

(c) Permit Snap-on Credit, in Franchisee's name, to endorse all notes, checks and other remittances from Customers with respect to Franchisee Paper or Serviced Franchisee Paper;

(d) Execute and file such statements and notices as Snap-on Credit may request to preserve or perfect its interests hereunder and under Franchisee Paper; and

(e) Promptly notify Snap-on Credit of any Customer complaint concerning Products, Franchisee's or Snap-on Credit's performance under this Agreement, Customer's statements concerning the removal of or imminent sale of any collateral under any Franchisee Paper or Serviced Franchisee Paper, or other concerns about the Snap-on Credit programs recognized or identified as a complaint..

10. Representations and Warranties, Materiality.

(a) Originations: As to any Franchisee Paper, and the transaction evidenced thereby, Franchisee represents and warrants to Snap-on Credit at all applicable times that:

1. With respect to all credit applications submitted by Franchisee, Franchisee has obtained valid signed authorization and permissible purpose for Snap-on Credit to make an inquiry on such Customer's credit bureau reports, and has made all communications required by Applicable Law regarding any credit decisions to such Customers.
2. The transaction arose from the sale of the Products described on the face of the Franchisee Paper.
3. Franchisee has performed or will perform all of its obligations to Customer in connection with the Franchisee Paper.
4. The transaction did not involve a sale, lease, advance of cash or other form of loan, other than the credit sale of the Products on the Franchisee Paper.
5. Franchisee conveyed clear title to the Products at the time of the sale to the Customer, free of any liens or claims, except liens in favor of Snap-on Credit or an Affiliate.
6. At the time of assignment to or acceptance by Snap-on Credit, Franchisee had valid title to the Franchisee Paper, free of any liens or claims.
7. The Franchisee Paper constitutes in all respects and at all times a Qualified Transaction.
8. The products sold to Customer are Products, as defined by this Agreement.
9. Customer has not made any payments for the Products except as stated on the face of the Franchisee Paper or otherwise remitted to Snap-on Credit.
10. Franchisee has provided a copy of the signed Franchisee Paper to the Customer.
11. Customer has acquired the Products for Customer's primary use in their business or trade and not for personal, family or household use, nor for use by another party.

(b) Servicing: As to any Franchisee Paper or Serviced Franchisee Paper:

1. Franchisee has remitted and shall remit to Snap-on Credit, on a timely basis, all payments made by Customers for applicable Franchisee Paper and has not made payments on behalf of any Customers that have not authorized such payment.

2. Franchisee has not accepted any and will not accept Products in trade or for credit, nor accepted a voluntary surrender, nor made a repossession from any Customer, except as allowed in this Agreement and the Snap-on Credit Program Manual.

3. Franchisee has not misrepresented the status of Franchisee's delinquencies or collections nor misleads Snap-on Credit when qualifying for any promotional opportunity being offered by Snap-on Credit.

4. Franchisee has provided a copy to customer of all receipts for each payment made.

5. Franchisee will ensure that all individuals that work with the Snap-on Credit programs on behalf of Franchisee or have access to data related to such program have received appropriate training to enable franchisee to comply with all Applicable Laws and this Agreement.

6. Franchisee shall maintain all its other representations, warranties and obligations in this Agreement.

(c) Each of the representations and warranties in subsection (a) and (b) hereof is material to Snap-on Credit's agreements hereunder. If any of them is breached or is erroneous, Franchisee unconditionally promises to pay Snap-on Credit, on demand, the full amount of the Outstanding Balance of that Franchisee Paper at issue and to otherwise indemnify Snap-on Credit and Affiliates pursuant to Section 6(b) above. Franchisee authorizes Snap-on Credit to cause Snap-on to charge all such amounts on Franchisee's Weekly Invoice. Franchisee's representations and warranties in this Agreement survive the delivery or acceptance of the Franchisee Paper by Snap-on Credit, and at no time will Snap-on Credit or any Affiliate be deemed to have waived its right to strict compliance with Franchisee's obligations in this Agreement and the Program Terms, even after its purchase of such Franchisee Paper in accordance with Section 3(b). Additionally, if Franchisee breaches any Program Terms, Snap-on may limit, suspend, or end Franchisee's use of promotional programs related to Franchisee Paper.

11. Default, Repossession, and Recourse Obligations.

(a) Repossession Assistance. Upon request, Franchisee will assist Snap-on Credit in repossessing or recovering Products after the Customer defaults under Franchisee Paper or Serviced Franchisee paper, if the Customer is in or near Franchisee's List of Calls. Franchisee will conduct and record an inventory of any such repossession. The repossession will be without additional charge to Snap-on Credit and in accordance with the procedures for repossession in the Program Terms and any Applicable Laws. Franchisee will hold any repossessed or recovered Product for the benefit of Snap-on Credit and will not sell or otherwise dispose of it until directed by Snap-on Credit in writing. Franchisee will provide Snap-on Credit an estimation of the Retail Value of any repossessed or surrendered Product on a timely basis in accordance with the Program Terms. At the request of Snap-on Credit, Franchisee will provide photographs and a written description of any repossessed Products.

(b) Sale of Repossessed Products by Snap-on Credit. Franchisee agrees to offer to repurchase from Snap-on Credit all repossessed Products relating to any Franchisee Paper or Serviced Franchisee Paper, subject to the terms of this section.

1) Surrendered Products. Snap-on Credit may, in its reasonable discretion and in accordance with Applicable Laws, agree to permit a Customer to surrender one or more Products to Snap-on Credit in full, or partial, satisfaction of that Customer's obligations under any Franchisee Paper or Serviced Franchisee Paper. At the request of Snap-on Credit, Franchisee will offer to purchase such Products for a price equal to the greater of: (A) the Customer's Outstanding Balance,

but not to exceed the Retail Value of such Products; or (B) 75% of the Retail Value of such Products.

2) UCC Foreclosure Sales. Snap-on Credit may conduct a public or private foreclosure sale with respect to its security interest in repossessed Products owned by a Customer who has defaulted on obligations to Snap-on Credit under any Franchisee Paper or Serviced Franchisee Paper.

(i) Public foreclosure sales. If Snap-on Credit conducts a public sale of the repossessed Products under the Uniform Commercial Code of any state, Franchisee will be deemed to have submitted an irrevocable bid at the public sale equal to the greater of: (A) the Customer's Outstanding Balance, but not to exceed the Retail Value of such Products; or (B) 75% of the Retail Value of such Products.

(ii) Private foreclosure sales. If Snap-on Credit elects to sell the repossessed Products in a private sale under the Uniform Commercial Code of any state, Franchisee will submit to Snap-on Credit a written offer to purchase such Products for an amount equal to the greater of: (A) the Customer's Outstanding Balance, but not to exceed the Retail Value of such Products; or (B) 75% of the Retail Value of such Products. Any such offer to purchase will be submitted within the time period and in the manner provided in the Program Terms. Snap-on Credit may reject any such offer to purchase in its sole and absolute discretion. To the extent that any purchase by Franchisee under this section would be deemed a transfer of collateral under 9-618 of the Revised Uniform Commercial Code, Franchisee acknowledges that after such sale, Franchisee will have all of the rights and obligations of a secured party with respect to the Customer and the repossessed Products, including the duty of giving to the Customer notices and an accounting as to any excess proceeds realized by Franchisee on subsequent resale of the Products.

3) No Warranties. All purchases of Products by Franchisee pursuant to this section will be on an "AS IS" and "WHERE IS" basis.

(c) Authorization for Charges. Franchisee authorizes Snap-on Credit to cause Snap-on to credit or charge Franchisee's Weekly Invoice or the Reserve Account for all amounts payable under this Section 11.

12. Further Recourse and Loss-Sharing Obligation of Franchisee, Recovery Proceeds.

(a) If Customer defaults under Franchisee Paper, Franchisee will pay, if demanded by Snap-on Credit, 25% (or up to 100% for special Programs depending on the Recourse Percentage for that Franchisee Paper) of the Outstanding Balance of Franchisee Paper and: (1) Snap-on Credit, if Snap-on Credit determines, in its sole discretion, that repossession or recovery of Products or other collateral securing a Customer's obligations is impractical or uneconomical; or (2) the Sale Proceeds in connection with resale of repossessed Products are less than the Outstanding Balance.

Franchisee authorizes Snap-on Credit to cause Snap-on to charge Franchisee's Weekly Invoice or the Reserve Account for any amount due under this Section 12, or, on demand, will pay Snap-on Credit directly.

(b) In the event Snap-on Credit collects any portion of the defaulted Franchisee Paper after Franchisee makes the required payments under this Section 12, Snap-on Credit will pay or cause Snap-on to credit Franchisee's Weekly Invoice 25% (or up to 100% for special Programs depending on the Recourse Percentage paid by Franchisee) for Franchisee Paper of the amounts received, after deducting all costs of collection, up to the total recourse amount paid to Snap-on Credit by Franchisee in relation to the defaulted Franchisee Paper. Nothing herein will be deemed to impose on Snap-on Credit any duty whatsoever to collect amounts outstanding on any Franchisee Paper.

13. Security Requirement - EC Reserve.

(a) To secure Franchisee's performance of obligations under this Agreement, Franchisee will deliver to Snap-on Credit (or Snap-on Credit may retain) the Reserve Requirement for each Franchisee Paper purchased by Snap-on Credit. The Reserve Requirement will be credited to the Reserve Account and deducted from the payments or credits issued by Snap-on Credit to

Franchisee. Franchisee authorizes Snap-on Credit to cause Snap-on to charge and show the credits of these amounts on Franchisee's Weekly Invoice. Amounts credited to the Reserve Account may be commingled with Snap-on's general funds and there is no obligation to pay interest on such amounts. If Snap-on chooses to pay interest on such amounts, Snap-on Credit will cause Snap-on to credit Franchisee with interest on the total amount in the Reserve Account as of the month-end closing date at the rate of interest that Snap-on may determine from time to time.

(b) To secure Franchisee's performance of obligations under this Agreement, Franchisee further grants Snap-on Credit a security interest in the Collateral. This provision survives termination of this Agreement. On execution of this Agreement, and as otherwise reasonably required by Snap-on Credit, Franchisee will sign any documents reasonably requested by Snap-on Credit for the purpose of evidencing or perfecting its security interest and will cooperate with Snap-on Credit in making appropriate UCC filings to perfect that security interest. Further, to the extent permitted by and subject to Applicable Law, Franchisee hereby grants Snap-on Credit or its agent or assigns the power of attorney and right to sign on behalf of Franchisee and file or record, any and all such financing statements and related documents as may be necessary to perfect or maintain the security interest granted by Franchisee under this Agreement. Franchisee authorizes Snap-on Credit the right to describe the Collateral in any financing statement as, among other things: “all business assets.” This statement in any financing statement will not expand or limit the property given as security for performance of obligations under this Agreement.

(c) If Franchisee fails to timely perform any financial obligation contained in this Agreement, Snap-on Credit will have the immediate right (and may cause Snap-on) to set-off and deduct the amount of that obligation on the Franchisee's Weekly Invoice and/or to deduct the amount from any other moneys Snap-on Credit, Snap-on or an Affiliate may hold or owe Franchisee. If the amount in the Reserve Account and/or the Weekly Invoice balance is not sufficient to cover the amount of any obligation, then Franchisee will pay to Snap-on Credit on demand any remaining amounts owed.

(d) Provided that Franchisee is not in default under the Franchise Agreement or this Agreement, Snap-on may direct that the amount of the Reserve Account that exceeds 15% (or such lesser amount as Snap-on Credit may designate from time to time) of the total Outstanding Balance of all Franchisee Paper collected or serviced by Franchisee, be returned to Franchisee or credited to Franchisee's Weekly Invoice.

(e) Snap-on Credit may apply the Reserve Account to any indebtedness due or which may become due from Franchisee to Snap-on Credit or an Affiliate up to 120 days after termination of the Franchisee Agreement or for such longer period as may be reasonably necessary to properly compute such indebtedness. Any application or release of the Reserve Account by Snap-on Credit shall not relieve Franchisee of the obligations described in Section 22 of this Agreement.

(f) Snap-on Credit may create or support a special Program that may require a permanent holdback of a certain amount of the Net Cash Price, for the benefit of Snap-on Credit. The permanent holdback amount will be designated by Snap-on Credit in writing at the time the special Program is created or otherwise presented.

14. <u>Approvals and Waivers</u>. No waiver by either party of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement or of any subsequent breach by the other party of the same. Any party's consent to, or approval of, any act is not consent to or approval of any subsequent act.

15. <u>Dispute Resolution</u>.

(a) <u>Mediation</u>. Except as otherwise provided in Section 15(c), the parties agree to attempt to resolve any controversy or dispute arising out of, or relating to this Agreement or Franchisee’s relationship with Snap-on Credit, or the termination of this Agreement, including, but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee must be submitted to non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to

Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 60 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides or a mutually agreeable location. The mediator will be selected by mutual agreement between Franchisee and Snap-on Credit, and Snap-on Credit will pay the costs of the mediator and location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

(b) Arbitration. Except as otherwise provided in Section 15(c), any controversy or dispute arising out of, or relating to this Agreement, Franchisee's franchise business or Franchisee's relationship with Snap-on Credit, including but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on Credit; any claim of breach of this Agreement; and any claims arising under or relating to state or federal laws, including the common law (for example, tort or contract claims), or any statutes, rules, or regulations, will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute unless prohibited under applicable state law. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event will persons in privity include other Snap-on franchisees who have signed separate franchisee servicing agreements with Snap-on Credit.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 15(a) will not affect either party's obligation to arbitrate the dispute or controversy under this Section 15(b). A demand for arbitration must be made within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 15 will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seg.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars ($75,000.00), Snap-on Credit will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars ($7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars ($75,000.00) or

more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a significant owner of Franchisee) for the last three (3) tax years; (5) production by Snap-on of Franchisee's statements of account balance with Snap-on and Snap-on Credit for three (3) years prior to the filing of the arbitration, except the three (3) year limit will not apply to statements related at any Franchisee Paper or Serviced Franchisee Paper outstanding at the time the arbitration is filed; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The award or decision by the arbitrator will be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Franchisee or any person in privity with or claiming through, on behalf of or in the right of Franchisee, and therefore Franchisee and Snap-on Credit agree that (i) arbitration under this Section 15 will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration will be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event will the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this Section 15 is determined to be invalid or unenforceable as a matter of law , then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 15, to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision or provisions had not been included in this Section 15.

BY SIGNING BELOW, THE PARTIES AGREE THAT THEY ARE REQUIRED TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AS SET FORTH IN THIS SECTION 15 AND ARE LIMITED IN THE MANNER IN WHICH THEY CAN SEEK RELIEF, INCLUDING THAT THEY

EACH SPECIFICALLY WAIVE THEIR RIGHT TO BRING SUCH CLAIMS IN A COURT OF LAW AND TO HAVE A TRIAL BY JURY.

(c) Provisional Remedies. Each party will have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies will not be deemed to be a waiver of either party's right to compel arbitration. Any such action will be brought by Snap-on Credit or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

16. Waiver of Notice of Nonpayment, Protest; Default and Demands. Franchisee waives notice of default or nonpayment, protest or notice of protest, demand for payment and any other demand or notice in connection with any Franchisee Paper, Serviced Franchisee Paper or this Agreement. Franchisee agrees that so long as Snap-on Credit in good faith believes that it is appropriate to do so under the circumstances, Snap-on Credit may waive, compromise, settle, or vary any terms of any Franchisee Paper purchased by Snap-on Credit, or permit these events to occur by operation of law, without limiting or otherwise affecting Franchisee's obligations under this Agreement. Without limiting the generality of the foregoing, Franchisee's recourse obligations set forth in Sections 11 and 12 will not be terminated, modified or affected in any way by such actions, and Franchisee hereby consents to all such actions. No termination of this Agreement will affect Franchisee's recourse or indemnity obligations with respect to any Franchisee Paper or Serviced Franchisee Paper purchased by Snap-on Credit prior to such termination.

17. Program Manual Receipt, Care, and Return. Franchisee acknowledges that Franchisee is receiving access to the Program Manual which may be provided to Franchisee in paper format, electronic format (including posting on a Snap-on sponsored intranet site) or any combination thereof. Franchisee agrees to ensure that the Program Manual is kept confidential and Franchisee keeps up-to-date with all modifications provided by Snap-on, agrees not to reproduce the Program Manual or any part of it, and agrees not to disclose the contents of the Program Manual to anyone other than Franchisee's employees. Snap-on (and its subsidiaries or affiliates as applicable) will make available to Franchisee in a format or formats designated by Snap-on Credit periodic updates, additions, and deletions to the Program Manual. Upon termination of this Agreement, Franchisee will return to Snap-on Credit all print copies and delete all electronic copies of Program Manuals and other manuals Franchisee has received and/or copied.

18. Successors and Assigns. All or any portion of this Agreement, or of any Franchisee Paper, and all or any portion of the rights under the foregoing, may be assigned or transferred in whole or in part by Snap-on Credit or an Affiliate at any time. In the event that Snap-on Credit does assign any Franchisee Paper, the rights and obligations of Franchisee under this Agreement that apply to such Franchisee paper shall also be assigned to such assignee (including, but not limited to remarketing, the recourse percentage, and offering to purchase repossessed products from such Franchisee paper, provided, further, Snap-on Credit will have no obligation to assign the EC Reserve even though franchisee's recourse obligations will be assigned). Franchisee may not assign or delegate any rights or duties hereunder without the express written consent of Snap-on Credit. Unless otherwise authorized by Snap-on Credit in writing, Franchisee may not assign this Agreement or any rights or duties hereunder. A change in the controlling interest of Franchisee is considered an assignment requiring the prior approval of Snap-on credit. Franchisee will remain responsible for the actions and omissions of any employees of Franchisee. This Agreement inures

to the benefit of and binds the respective heirs, executors, administrators, representatives, and permitted successors and assigns of Snap-on Credit and Franchisee.

19. Sales Tax Recoveries on Customer Accounts Written Off as Bad Debt by Snap-on Credit. Snap-on Credit shall have the right, but not the obligation, to attempt to recover state and local sales or use tax, or any similar tax, for its portion of the loss on Franchisee Paper purchased and held by Snap-on Credit which are recognized as bad debt by Snap-on Credit, in any jurisdiction where Snap-on Credit has standing to recover the tax, whether with or without Franchisee's assistance. Because (a) Franchisee would have been funded the full amount of the taxes on the Franchisee Paper at the time it was purchased, and (b) any tax recovery for bad debt is subject to being returned to the taxing authority if additional funds are recovered from the customer or their collateral and applied against the defaulted Franchisee Paper, the parties agree that any such tax recovery will be held by Snap-on Credit to mitigate its loss and to be refunded to relevant taxing authorities in the event of applicable recoveries. The Franchisee and Snap-on Credit further agree:

a. As of the date of this Agreement and surviving the termination of this Agreement:
    i. Franchisee agrees to allow and elects to allow Snap-on Credit to request refunds of state and local sales tax on their accounts, held as Snap-on Credit, and written off as bad debt by Snap-on Credit, which originated from the Franchisee's retail sales.
    ii. Franchisee waives any rights to refunds, credits or deductions of state and local sales tax on EC Contracts held by Snap-on Credit for the portion of the loss recognized as bad debt by Snap-on Credit,
    iii. Franchisee assigns all rights to state and local sales tax refunds, credits or deductions on EC contracts held by Snap-on Credit for the portion of the loss written off by Snap-on Credit as bad debt,
    iv. Franchisee agrees not to request refunds for state or local sales tax or take credits or deductions on tax returns for the portion of the loss on contracts written-off as bad debt by Snap-on Credit,
    v. Franchisee agrees that it is relinquishing all rights to any state or local sales tax refunds for retail purchases on EC contracts purchased by Snap-on Credit for where Snap-on Credit recognizes a loss, and agrees that this is a blanket election for all accounts helped by Snap-on Credit without recourse.
b. Franchisee agrees to provide Snap-on Credit or any relevant taxing authority any and all documentation reasonably necessary to support the deductions or refund claims, including but not limited to the Franchisee's name (as registered) and sales tax seller's permit number or similar registration number.
c. Franchisee shall execute any assignments, consents, elections, waivers, or other similar documents, required by a taxing authority to support Snap-on Credit's claims, as applicable in the jurisdiction where the recovery is being pursued.
d. Snap-on Credit and Franchisee mutually agree that the taxing authority may disclose relevant confidential information to all parties involved to support and confirm any credits, deductions or refund claims.
e. Franchisee also agrees that any relevant information, which may otherwise be considered confidential, can be shared with a tax authority for the limited purpose of substantiating the refunds claims.
f. This election, waiver and assignment may not be amended or revoked unless revised in writing, signed and retained by both parties. If required,

such revocation will also be provided by Snap-on Credit to the appropriate taxing authorities.

20. Term and Renewal of this Agreement. The term of this Agreement is 10 years from the Effective Date or for the remaining term of the Franchise Agreement, whichever is less, unless terminated sooner according to Sections 21 or 22 of this Agreement. If Franchisee renews, updates, or converts a Franchise Agreement with Snap-on in accordance with their agreement with Snap-on, the Franchisee will also execute the then-current form of this Agreement.

21. Termination by Franchisee. Franchisee may terminate this Agreement without cause by providing Snap-on Credit thirty (30) days' advance written notice of Franchisee's intent to terminate.

22. Termination by Snap-on Credit.

(a) Automatic Termination without Notice. Snap-on Credit at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, may terminate this Agreement without notice to Franchisee in the following instances:

(i) If Franchisee is adjudicated as bankrupt or becomes insolvent, or has a trustee or receiver appointed by a court of competent jurisdiction for all or any part of Franchisee's property; or

(ii) If a plan of liquidation, reorganization, composition or arrangement of Franchisee's affairs is sought to be instituted for or against Franchisee, whether or not the same is subsequently approved by a court of competent jurisdiction; or

(iii) If a proceeding is filed under any bankruptcy laws or other similar laws and such proceeding is not dismissed within ninety (90) days after filing; or

(iv) If Franchisee makes a general assignment for the benefit of creditors; or

(v) If Franchisee will cease to be an authorized Snap-on franchisee because of the termination of, or the transfer or assignment of rights under, the Franchise Agreement between Franchisee and Snap-on (or an Affiliate).

(b) Termination upon Notice. Franchisee will be deemed in default under this Agreement and Snap-on Credit may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, terminate this Agreement effective upon Franchisee's receipt of written notice of termination, in the following instances:

(i) If Franchisee falsifies any report, Franchisee Paper, credit application, or any customer-facing document, or engages in conduct involving fraud or dishonesty in dealing with Snap-on Credit or Snap-on; or

(ii) If any representation or warranty of Franchisee contained in this Agreement or in any document or instrument delivered pursuant to this Agreement is untrue or incorrect; or

(iii) If Franchisee remains in default beyond the applicable cure period under any other written agreement with Snap-on Credit or Snap-on (or an Affiliate); or

(iv) If Franchisee has received two (2) or more notices of default under Section 22 (c) below within the previous twelve (12) months or within the previous six months Franchisee submits two or more collection remittances that are returned for insufficient funds, Snap-on Credit will be entitled to send Franchisee a notice of termination upon the next default of Franchisee without providing Franchisee an opportunity to correct the default and/or require that all Franchisee remittance hereunder be on certified funds; or

(v) If Franchisee defaults by failing to maintain the delinquency standards established under Section 8(d) of this Agreement and fails to cure such default within 60 days after notice of the default.

(c) Termination upon Expiration of Cure Period. Except for those items listed in Sections 22(a) and (b) above, Franchisee will have thirty (30) days (or longer, if such default cure period is specifically provided for in the Program Terms) after written notice of default from Snap-on Credit within which to remedy any default or breach under this Agreement, or any other written agreement

with Snap-on Credit, and provide evidence of that remedy to Snap-on Credit. If any such default is not cured within that time, this Agreement will terminate without further notice to Franchisee effective immediately upon expiration of that time, unless Snap-on Credit will notify Franchisee otherwise in writing. Without limiting the foregoing, the following defaults are within this Section 22(c):

(i) Failure by Franchisee to comply with any of the requirements imposed by this Agreement, as supplemented by the Program Terms from time to time to which Snap-on Credit may contribute Program procedures, or to carry out the terms of this Agreement in good faith; or

(ii) Failure of Franchisee to submit when required any reports; or

(iii) Failure to adhere to the electronic commerce requirements of Snap-on Credit (including, but not limited to, electronic remittance of collections and utilization of electronic Extended Credit Contracts);

(d) Notwithstanding the provisions of preceding Section 22(c), if Franchisee defaults in the payment of any monies owed to Snap-on Credit when such monies become due and payable, whether pursuant to this Agreement or otherwise, and Franchisee fails to pay such monies within ten (10) days after receiving written notice of default, then, unless Snap-on Credit will notify Franchisee otherwise in writing, this Agreement will terminate without prejudice to any and all other rights and remedies Snap-on Credit may have under this Agreement or under applicable law.

23. <u>Effect of Termination on Franchisee's Rights and Obligations</u>. If Franchisee is in default as stated in Section 22 above, (an "Event of Default") or Termination occurs, then Snap-on Credit may, at its option, exercise any one or more of the following rights and remedies:

(a) Snap-on Credit will not purchase Extended Credit Contracts from Franchisee hereunder after termination of this Agreement.

(b) All obligations, warranties and agreements with respect to any Franchisee Paper delivered to Snap-on Credit by Franchisee before such termination will remain in full force and effect, including, without limitation, the provisions of Section 12 above, and Franchisee will remain liable for the performance of all obligations to Customer and Snap-on Credit incurred while this Agreement was in effect notwithstanding such termination, including but not limited to, collection repossession and purchase requirements.

(c) In the event the Franchisee's franchise business is terminated for any reason, Franchisee will immediately pay Snap-on Credit all sums due and owing hereunder.

(d) Except as may otherwise be required by law, in the event the Franchisee's franchise business is terminated for any reason or if an Event of Default occurs, and Franchisee fails to immediately pay Snap-on Credit all sums due and owing hereunder, Snap-on Credit (a) may sell all or any of the Collateral at public or private sale or sales upon such terms and conditions as Snap-on Credit deems proper (and Snap-on Credit may purchase any or all of the Collateral at any such sale), and apply the net proceeds of such sale, after deducting all costs, expenses and attorneys' fees incurred at any time in the collection of Franchisee's obligations under this Agreement and in the protection and sale of the Collateral, first to the payment of Franchisee's obligations under this Agreement and then to the payment of any other liabilities of Franchisee to Snap-on Credit; any remaining proceeds will be returned to Franchisee; provided that Franchisee will remain liable for Franchisee's obligations or other amounts remaining unpaid after such application thereon; and (b) may take such other actions as it may deem appropriate or in its interest with respect to the Collateral including, without limitation, (i) transferring the whole or any part of the Collateral into its name or the name of a nominee, (ii) collecting any amounts due on the Collateral directly from the persons obligated thereon, (iii) exercising any voting or other rights with respect to any Collateral consisting of securities, (iv) taking possession and control of the Collateral and any proceeds thereof and (v) suing or making any compromise or settlement with respect to any of the Collateral.

(e) Snap-on Credit may exercise from time to time any rights and remedies available to it under all applicable laws, including, without limitation, the UCC and the commercial code of any other applicable state. In addition to and not in limitation of all rights of offset that Snap-on Credit

may have under applicable law, Snap-on Credit will, upon the occurrence of an Event of Default or Termination of this Agreement, have the right to appropriate and apply to the payment of, and to set-off against Franchisee's obligations, any and all balances, credits, accounts or money of Franchisee then or thereafter received or held by or under the control of Snap-on Credit. Except as may otherwise be required by law, including with respect to notice of any sale of Collateral, Franchisee hereby waives, in connection with this Agreement and Franchisee's obligations under this Agreement, any right under or benefit of any law (whether or not intended for its advantage or protection) that would restrict or limit the right or ability of Snap-on Credit to obtain payment of Franchisee's obligations under this Agreement, including any law that would restrict or limit Snap-on Credit in the exercise of right to appropriate at any time hereafter any indebtedness owing from Snap-on Credit to Franchisee and any property of Franchisee in the possession or control of Snap-on Credit and apply the same toward or set-off the same against the payment of Franchisee's obligations under this Agreement. All rights of Snap-on Credit under this Agreement are cumulative.

24. Amendment or Modification. This Agreement may only be amended by a writing executed by Franchisee and Snap-on Credit; provided, however, that the Program Terms may be amended by Snap-on Credit as provided in Section 4 above. Snap-on Credit reserves the right in its sole and absolute discretion to amend, terminate or supplement all or any part of its Programs at any time, and specifically reserves the right to cease making further purchases of Franchisee Paper.

25. Franchisee Option to Participate. **It is Franchisee's sole and absolute decision whether to enter into this Agreement and participate in the Programs. Entering into this Agreement is not required for Franchisee to continue as an authorized Snap-on franchisee. Franchisee understands that Franchisee is free to secure financing of Customer purchases of Products or extend credit to Customers through other means.** Franchisee acknowledges that Snap-on Credit's purchase of any Franchisee Paper is good and sufficient consideration for all of Franchisee's obligations under this Agreement and the Program Terms. Franchisee authorizes and agrees that Snap-on Credit may obtain credit information about Franchisee, franchise operations information from Snap-on and, that Snap-on Credit may provide Franchisee credit information to Snap-on from time to time.

26. Governing Law. Except to the extent that the Federal Arbitration Act applies in accordance with Section 15 above, this Agreement is governed by, and construed in accordance with, the laws of the State of Illinois without regard to its conflicts of law provisions, provided, however, that in the event local law is applied it will be the laws of the state in which Franchisee resides at the time this Agreement was executed.

27. Severability. In addition to severability as provided in Section 15, each article, section, subsection, paragraph, subparagraph, term, and condition of this Agreement and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future laws in a final, non-appealable ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Snap-on Credit is a party, that ruling will not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the parties and continue to be given full force and effect. Any invalid portion will be deemed not to be a part of this Agreement as of the date upon which the ruling becomes final, if Franchisee is a party to such proceedings, or upon Franchisee's receipt of notice of non-enforceability from Snap-on Credit.

28. Notices. All notices, requests, consents, or approvals required or permitted to be given hereunder will be in writing and will be deemed to be properly delivered immediately, if personally delivered, on the date of receipt if overnight delivery service is used or five (5) business days after

having been sent by United States Postal Service registered or certified mail, postage prepaid, return receipt requested: (a) if to Franchisee, addressed to Franchisee at the address first above written or at such other address as Franchisee may have designated from time to time by written notice to Snap-on Credit; and (b) if to Snap-on Credit, addressed to Snap-on Credit at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 (marked Attn: President), or to such other address as Snap-on Credit may have designated from time to time by written notice to Franchisee.

29. Effect of Other Agreements. This Agreement supersedes any prior agreement and any similar agreement, understanding, or negotiations between Franchisee and Snap-on Credit or Snap-on regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____ (the "Effective Date").

Franchisee	**Snap-on Credit LLC**
[CORPORATE NAME] [ADDRESS]	
By:_____	By:_____
Printed name:_____	Printed name:_____
Title:_____	Title:_____

APPENDIX I.2.B

ADDENDUM TO SNAP-ON CREDIT FRANCHISEE SERVICING AGREEMENT
(Franchisee Owned by Trust)

THIS ADDENDUM TO SNAP-ON CREDIT FRANCHISEE SERVICING AGREEMENT ("Addendum") amends that certain Franchisee Servicing Agreement (the "Servicing Agreement") as of the Effective Date below, between SNAP-ON CREDIT LLC ("Snap-on"), and the undersigned Franchisee ("Franchisee"). The Franchisee is a Trust Franchisee, as defined herein.

The Servicing Agreement is hereby amended as follows:

1. Section 1(w) of the Servicing Agreement is amended by inserting:

(w) "*Trust Franchisee*" means Franchisee is a trust or is owned by a trust, and as such, the provisions of this Agreement will apply to the grantor(s) of the trust and, if the grantor(s) is/are deceased or otherwise not acting as trustee(s) of the trust, the trustee(s) of the trust.

2. Section 3(c) of the Servicing Agreement is amended by inserting the following at the end of the paragraph:

(c) If Franchisee is a Trust Franchisee, Snap-on Credit may at any time request that the grantor(s) and/or trustee(s) and/or beneficiary(ies) of the trust sign and deliver such financing statements and other documents as requested by Snap-on Credit, in order to secure or perfect Snap-on Credit's interest in the Franchisee Paper and other Collateral as set forth in this Agreement.

3. Section 6(a) of the Servicing Agreement is amended to also include the grantor(s) and trustee(s) of a trust for a Trust Franchisee are not listed on the Specially Designated Nationals and Blocked Person List or other similar list maintained by the U.S. Department of Treasury, Office of Foreign Assets Control.

4. The following Section 6(e) is added to the end of Section 6 of the Servicing Agreement:

(e) For a Trust Franchisee, the provisions in this Section 6 shall apply to the grantor(s) and trustee(s) of the trust.

5. The following Section 9(f) is added to the end of Section 9 of the Servicing Agreement:

(f) Promptly notify, if the Franchisee is a Trust Franchisee, Snap-on Credit of a change in trustee under the terms of the governing trust document by a Notice for Change in Trustee (as defined in the Policy for Trust-Owned Franchises) within thirty (30) days of such change of trustee.

6. Section 10(b)(5) of the Servicing Agreement is deleted, in its entirety, and the following is substituted as a new Section 10(b)(5), in its place and stead:

(5) Franchisee will ensure that all individuals that work with the Snap-on Credit programs on behalf of Franchisee or have access to data related to such program have received appropriate training to enable franchisee to comply with all Applicable Laws and

this Agreement, including the grantor(s) and trustee(s) of a trust which is a Trust Franchisee.

7. Section 13(b) of the Servicing Agreement is amended to also include the following sentence:

If Franchisee is a Trust Franchisee, Snap-on Credit may at any time request that the grantor(s) and/or trustee(s) and/or beneficiaries of the trust sign and deliver such financing statements and other documents, for the purpose of evidencing and perfecting Snap-on Credit's security interest.

8. Section 15(a) of the Servicing Agreement is amended to also include the following sentence:

The mediation will be conducted in the state in which Franchisee resides provided however, that if Franchisee is a Trust Franchisee, the mediation will be conducted in the state where here any property that may be the subject of the action is located.

9. Section 15(b) of the Servicing Agreement is amended to also include the following:

Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors, assigns and grantor(s) and trustee(s) and beneficiaries of trusts. In no event will persons in privity include other Snap-on franchisees who have signed separate franchisee servicing agreements with Snap-on Credit.

The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator, provided further, that if Franchisee is a Trust Franchisee, the arbitration will be conducted in the state where any property that may be the subject of the action is located.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following for a Franchisee that is a Trust Franchisee: trust returns for the grantor(s) of the trust) for the last three (3) tax years.

10. Section 15(c) of the Servicing Agreement is amended to also include the following:

Any such action will be brought by Snap-on Credit or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located, provided however, that if Franchisee is a Trust Franchisee, any such action will be brought by Snap-on Credit or Trust Franchisee in the county (or similar political unit) where any property that may be the subject of the action is located.

11. Section 15 of the Servicing Agreement is amended by inserting the following subsection (d):

(d) Application to Trustees. Notwithstanding anything herein to the contrary, if Franchisee is a Trust Franchisee, the provisions of Section 15 shall apply to the trustee(s) of such trust.

12. Section 17 of the Servicing Agreement is amended to also include the following:

Franchisee agrees not to disclose the contents of the Program Manual to anyone other than Franchisee's employees, or if Franchisee is a Trust Franchisee, to the grantor(s) and trustee(s) of the trust.

13. Section 18 of the Servicing Agreement is amended to also include the following:

For a Trust Franchisee, a change in trustee or if the trustee seeks to terminate the trust and directly or indirectly, distribute, sell, assign, transfer, convey, give away all of the trust's interest in the Trust Franchisee to the grantor(s) of the trust or the trustee(s) individually or to the beneficiaries of the trust is considered an assignment requiring the prior approval of Snap-on credit. If a Trust Franchisee, Trust Franchisee will remain responsible for the actions and omissions of any grantor(s) or trustee(s) of Trust Franchisee.

14. Section 22(a) of the Servicing Agreement is amended by adding the following subsections (vi) and (vii):

… or

(vi) If Franchisee is a Trust Franchisee and the trustee of the trust, in Snap-on Credit's sole and absolute discretion, is not in compliance with any terms of this agreement; or

(vii) If Franchisee is a Trust Franchisee and any of the above instances in Sections 22.a.i-v occur with respect to the grantor(s) or trustee(s) of the trust.

15. Section 22(b) of the Servicing Agreement is amended by adding the following subsections (vi), (vii) and (viii):

… or

(vi) If Franchisee is a Trust Franchisee and any of the above instances in Sections 22.b.i-v occur with respect to the grantor(s) or trustee(s) of the trust; or

(vii) If Franchisee is a Trust Franchisee, and this Agreement is in force and effect at the time of a change in trustee under the terms of the governing trust document and such new trustee fails to provide to Snap-on Credit a Notice for Change in Trustee (as defined in the Policy for Trust-Owned Franchises) within thirty (30) days of such change of trustee; or

(viii) If the Franchisee is a Trust Franchisee, any transfer of the Franchise, including but not limited to a transfer to the grantor of the trust, a new trust, a beneficiary or beneficiaries of the trust, or to a third-party, that does not comply with the requirements of Section 18.B. of the Franchise Agreement. For purposes of this subsection, "transfer" includes a direct or indirect, distribution, sale, assignment, transfer, conveyance and gift.

16. Section 22(d) of the Servicing Agreement is added as follows: Notwithstanding the provisions of preceding Section 22(c), if Trust Franchisee dissolves the Trust without notice to Snap-on Credit, then, unless Snap-on Credit will notify Franchisee otherwise in writing, this Agreement will terminate without prejudice to any and all other rights and remedies Snap-on Credit may have under this Agreement or under applicable law.

17. Section 26 of the Servicing Agreement is amended to also include the following:

If Franchisee is a Trust Franchisee and local law is applied, it will be the laws of the state where any property that may be the subject of the action is located.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Servicing Agreement.

FRANCHISEE: [CORPORATE NAME] [ADDRESS]	**SNAP-ON CREDIT LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

APPENDIX I.3.A

Snap-on Credit

LOAN AND SECURITY AGREEMENT

This LOAN AND SECURITY AGREEMENT (this "Agreement") is made as of the Effective Date below, between Snap-on Credit LLC, a Delaware limited liability company, with its principal place of business at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 ("Lender"), and the undersigned Borrower ("Borrower").

WHEREAS, Borrower has entered into a Franchise Agreement with Snap-on Tools Company LLC (“Snap-on”), an affiliate of Lender, pursuant to which Borrower will operate a Snap-on franchise ("Franchise"); and

WHEREAS, in order to finance certain costs associated with the Borrower's Franchise and to provide working capital for such Franchise, Borrower desires to borrow, and Lender is willing to lend money to Borrower upon the terms and conditions herein (the “Franchise Finance Program”).

NOW, THEREFORE, the Lender and Borrower hereby agree as follows:

1. THE LOAN. Subject to the terms and conditions of this Agreement, Lender will lend to Borrower the sum of _____, and such additional amounts as agreed by addendum by the parties from time to time (the "Loan"). The Loan shall be evidenced by Borrower's promissory note (or in the case of a continuing or revolving line of credit, one or more notes), in form and substance acceptable to Lender, in or up to the principal amount specified in the preceding sentence (the "Note"). The Note shall be executed and delivered to Lender before or concurrently with Lender's disbursement of any amount under the Loan. The unpaid principal amount of the Loan shall bear interest and shall be due and payable as provided in the Note. As used in this Agreement, the term "Borrower's Liabilities" shall include principal and interest under the Note and any additional notes or other financial obligations to Lender, together with all costs and expenses (including reasonable attorney’s fees) to be paid by Borrower as provided in this Agreement together with any other amount owed under any other agreement between Borrower and Lender or its Assignees or under any Lender sponsored van lease program ("Van Lease Program").

2. GENERAL TERMS.

a. Default Rate. After the occurrence of an Event of Default under this Agreement and so long as such Event of Default continues, the Note and all other Borrower's Liabilities shall (subject to any limitations of applicable law) bear interest at rates per annum equal to the respective rate applicable to such Note and other Borrower's Liabilities prior to such Event of Default plus four percent (4%), or the maximum rate permitted by applicable law.

b. Payments. All payments under this Agreement and with respect to the Note and any additional notes shall be made in immediately available funds by Borrower to Lender (noting that Lender’s preferred method is by debiting Borrower's bank account, pursuant to instructions duly executed by Borrower and delivered to Borrower's bank) on the date when payments are due. Prepayments, if permitted hereunder or under a Note, may be made at Lender's offices at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 ("Lender's Principal Office"), or at such other location as Lender may designate. Lender may, at its option and upon notice to Borrower, require Borrower to make all payments in immediately available funds to Lender at Lender's Principal Office.

c. Mandatory Prepayment for Cessation of Additional Van. In the event Borrower receives Loan

funds for one or more additional vans and Borrower ceases operating or fails to begin operation of such additional van(s), Borrower shall be required to prepay a portion of the Loan in an amount equal to the amount loaned for the respective additional van.

d. Van Lease Requirement. Borrower acknowledges that Borrower is obligated under his Franchise Agreement to acquire a van meeting certain specifications. Borrower acknowledges that the van is an integral part of Borrower's business operations. Borrower shall be obligated under this Agreement to meet said van requirements through a purchase or lease of a designated van from a designated source. However, if Borrower acquires a van with no continuing financial obligations by Borrower, then this specified van requirement shall not apply provided that it otherwise meets the requirements of Snap-on. Van leasing may be with a third party unrelated to Lender ("Lessor"). Borrower agrees to permit any information regarding the van lease to be obtained from Lessor at any time during the term of this Agreement. In the event Borrower elects to participate under this Franchise Finance Program and enters into this Agreement, Lender may designate both the van and the source. Payment for said van lease or purchase shall be made through Lender on behalf of Borrower in accordance with Section 2.b above and the van lease or purchase documents. Lender shall forward payments to Lessor or lender of the van; provided, however, that in no event shall Lender be obligated to make payments on behalf of Lessee/Borrower when such payment has not been paid to Lender by Borrower. No portion of Borrower's payments to Lender with respect to any van lease shall be retained by Lender beyond the period necessary for transmittal on a monthly basis to Lessor or Lessor's agent.

e. Application of Payments. Lender will apply against Borrower's Liabilities, on the date of receipt all payments received thereon, including cash, collections of Accounts Receivable, proceeds of Collateral (as hereinafter defined) and any other amounts; provided that (i) Lender shall charge back to Borrower any payments that may be required to be returned to the entity making such payment and Borrower shall continue to pay interest on the amount charged back from the date that such payment was applied against Borrower's Liabilities; (ii) Lender shall have the exclusive right to determine how, when and in what amounts application of such payments and such credits shall be made on Borrower's Liabilities, and such determination shall be conclusive and binding upon Borrower. Lender's decision with respect to payment of Borrower's Liabilities shall in no way relieve Borrower from its obligation for payments under Borrower's van lease or under this Agreement or any other agreement. Partial prepayments by Borrower, if permitted, shall not relieve Borrower from Borrower's obligation to make weekly payments. Prepayments may be subject to a prepayment premium and partial prepayments may be prohibited as provided under the Note. Notwithstanding the foregoing or the terms of any note, in the event the Borrower's Franchise is terminated, unless termination is due to the relocation to another Franchise, Borrower shall not be obligated to pay a prepayment premium or penalty. If Borrower's Franchise is relocated, provided Borrower is not in default under this Agreement or any note, Borrower may elect to continue the existing Loan and, thus, avoid a prepayment penalty. If upon relocation, Borrower elects to repay the Loan in full, then Borrower may be subject to a prepayment premium as provided under the Note.

f. Late Charges and NSF Check Charges**.** To the extent permitted by and subject to applicable law, if Borrower fails to make payments under the Loan within 10 days after the due date, Borrower may be assessed a Late Charge of $10.00 or 5% of the amount due, whichever is greater (or the maximum permitted by applicable law if less). To the extent permitted by and subject to applicable law, if Borrower makes payments by check under the Loan and Borrower's check is not paid because of non-sufficient funds in Borrower's checking account or a closed account, Borrower may be assessed an NSF Check Charge of $25.00 (or the maximum permitted by applicable law if less).

g. Statement of Account. All of Borrower's Liabilities shall constitute one loan secured by the Collateral and by all security interests, liens, claims and encumbrances heretofore, now or from

time to time hereafter granted by Borrower to Lender. In determining Borrower's Liabilities, the books and records of Lender shall be controlling. All statements of accounts rendered by Lender to Borrower concerning Borrower's Liabilities hereunder, including all statements of principal, interest, fees, expenses and costs owing to Lender by Borrower, shall be presumed correct and accurate and shall constitute an account stated between Lender and Borrower unless Borrower, within 180 days after receipt of the statement, delivers to Lender written objection, specifying the error or errors, if any, contained in such statement. Lender may request Borrower to certify as to the accuracy of Lender's records relative to Borrower's Liabilities and Borrower shall comply within 30 days of such request.

3. COLLATERAL.

a. Description. Borrower hereby grants and assigns to Lender, and agrees that Lender shall have, a security interest in the following business property, assets, rights and interests of Borrower, whether now owned or existing or hereafter acquired or arising (collectively, the "Collateral"):

i. All of Borrower's Accounts (the term "Accounts" as used herein includes, without limitation, all of Borrower's accounts receivable arising out of the sale or lease of Inventory or other goods or out of the rendering of services), whether or not specifically assigned to Lender;

ii. All of Borrower's Inventory (the term "Inventory" as used herein includes, without limitation, all of Borrower's goods held for sale or lease or being processed for sale or lease, including all materials, work-in-process, finished goods, supplies and other goods customarily classified as inventory), including Inventory at any time in the possession of any bailee;

iii. All of Borrower's business equipment (the "Equipment");

iv. All of Borrower's goods, vehicles, (including Borrower's van or truck) used by Borrower in the operation of Borrower’s business, and further including without limiting the foregoing, to the extent of any interest owned by Borrower in that specific truck with a Vehicle Identification Number of _____, furnishings and fixtures wherever located but only to the extent that such items are used primarily in connection with Borrower's Franchise;

v. All of Borrower's cash, negotiable instruments, documents of title, warehouse receipts, chattel paper, general intangibles, securities, leases, contract rights, certificates of deposit, deposit accounts, cash equivalents, interest or dividends on any of the foregoing, insurance claims, patents, trademarks, good will and other property of any kind or description, wherever now or hereafter located, but only to the extent that such items are used primarily in connection with Borrower's Franchise; and

vi. Without limiting the foregoing, all substitutions, renewals, improvements and replacements of, and additions and accessions to, the foregoing, and all products and proceeds of the foregoing, including, without limitation, all of the proceeds in any form of Borrower's Accounts and Inventory, whether specifically assigned to Lender or not. Notwithstanding the foregoing, if Borrower is an individual, Borrower's residence, personal, family or household goods and assets not related to or used primarily in connection with Borrower's Franchise are specifically excluded from the definition of "Collateral." The terms used herein to identify the Collateral shall have the respective meanings assigned to such terms as of the date hereof in the Uniform Commercial Code, as amended, in effect in the state listed in the introductory paragraph as Borrower's address (the "UCC"). The security interest granted hereby shall continue to attach to the Collateral notwithstanding any sale, exchange or other disposition of the Collateral by Borrower, except for Inventory sold in the ordinary course of business. The security interest herein granted is to secure the payment of all of Borrower's Liabilities and the performance of all of Borrower's obligations to Lender hereunder and any and all other obligations of Borrower to Lender of every kind and description, direct or indirect, absolute or contingent, due or about to become due, now existing or hereafter arising.

b. Financing Statements. Borrower shall sign and deliver such financing statements and other documents, in form satisfactory to Lender, as Lender may at any time reasonably request in order to effectuate or perfect Lender's security interest in the Collateral hereunder, or facilitate the realization by Lender upon the Collateral, or any part thereof, and shall reimburse Lender for the costs of preparing and filing the same. Further, to the extent permitted by and subject to applicable law, Borrower hereby grants Snap-on or its agent or assigns the power of attorney and right to sign on behalf of Borrower and file or record, any and all such financing statements and related documents as may be necessary to perfect or maintain the security interest granted by Borrower under this Agreement. Borrower authorizes Lender the right to describe the collateral in any financing statement as "all business assets." This statement in any financing statement shall not expand or limit the property given as security for performance of obligations under this Agreement as described above.

c. Inspection. Lender or its agents may at any reasonable time conduct a physical audit of Borrower's Inventory and inspect the Collateral and the books and records of Borrower pertaining to the Collateral, or any part thereof, and may make or require Borrower to furnish copies or extracts from such books and records. Borrower, at its sole cost and expense, shall keep and maintain satisfactory and complete books and records of the Collateral until all of Borrower's Liabilities shall have been fully paid and discharged. Lender shall have a special property interest in and to any and all books and records of Borrower pertaining to the Collateral, including any books and records retained by Snap-on or its subsidiaries or affiliates, and upon the occurrence of an Event of Default Borrower shall deliver such books and records to Lender at the demand of Lender. At the request of Lender, Borrower shall duly cause its accounts receivable ledger and other books and records relating to the Collateral to be stamped, in form and manner satisfactory to Lender, with a proper reference to the fact that the Collateral has been assigned to Lender.

d. Preservation. Lender may, but shall not be obligated to, take such action from time to time as it may in its sole judgment deem appropriate to maintain or protect the Collateral, and for that purpose may, among other things, at its option (i) pay or obtain the removal of any tax, lien, security interest, claim or encumbrance that may be levied or placed on or with respect to any of the Collateral; (ii) pay the costs of insurance on any of the Collateral; or (iii) make any payment under any lease or contract to which Borrower is a party in order to cure or avoid a default thereunder. Borrower shall reimburse Lender, promptly upon demand by Lender, for any costs or expenses incurred by Lender in the protection or maintenance of the Collateral, including the expenditures described herein and any costs to move the Collateral to another location. Lender shall have exercised reasonable care in the custody and preservation of any Collateral in its possession or control if it takes such action for that purpose as Borrower shall request in writing, but the failure to comply with any such request shall not be deemed a failure to exercise reasonable care. Borrower shall have the sole responsibility for taking such steps as may be necessary from time to time to preserve all rights of Borrower and Lender in the Collateral against other parties. Borrower shall keep the Collateral in good condition and repair and shall not waste, destroy, hide, misappropriate any of the Collateral.

e. Insurance. Borrower shall maintain in effect at all times policies of insuring against loss of or damage to all tangible property constituting Collateral. Such insurance shall, except as may otherwise be agreed to in writing by Lender, (i) cover all risks, (ii) be in amounts equal to the full value of the Collateral, (iii) be provided by such companies as are satisfactory to Lender, (iv) contain a lender's loss payable clause naming Lender as payee as its interest may appear, and (v) provide at least 10 days' prior written notice to Lender of any cancellation. Borrower shall cause a certificate of insurance evidencing the insurance coverage required under this Agreement to be delivered to Lender prior to the closing of the Loan under this Agreement. In the event any of Franchisee's policies of insurance required by subsections 3.d and 3e is canceled or not renewed, Lender has the right, but not the obligation, to obtain the coverage for Franchisee and invoice Franchisee for

the cost of the coverage Franchisee will pay the invoice within five (5) business days. Borrower specifically authorizes Lender to share Borrower's information and the information of any principal owners of Borrower with potential insurers (subject to appropriate confidentiality protections from the insurer or potential insurer) and any prior insurer of Borrower in order to determine existing or potential insurance coverages and costs of any coverages that may be placed by Lender under this section. After an Event of Default, as hereinafter defined, Lender may act as attorney for Borrower in obtaining and canceling such insurance and in adjusting and settling any claims with respect thereto and endorsing any drafts received as a result thereof.

f. Liens. Borrower represents and warrants that the Collateral is, and covenants and agrees that it will keep the Collateral free from, any lien, security interest (other than the security interest herein granted; other security interests granted to Lender, Snap-on Tools Company LLC, or their affiliates; and other liens permitted under Section 5.a.ii below), claim or encumbrance, and agrees to defend the Collateral against any and all claims and demands of all persons at any time claiming the same or any interest therein.

g. Use. Borrower shall not sell, assign, lease, transfer or convey any of the Collateral or any interest therein; provided that, so long as no Event of Default, as hereinafter defined, has occurred under this Agreement, Borrower may sell Inventory in the ordinary course of business (not including any transfer in connection with or in satisfaction of any debt) and may sell or assign Accounts and equipment leases to Lender, Snap-on, or their affiliates in the ordinary course of business. Borrower may use and consume any supplies, the use and consumption of which is necessary in order to carry on Borrower's business, may use and operate any Equipment and may otherwise use the Collateral in any lawful manner not inconsistent with this Agreement, so long as no Event of Default has occurred under this Agreement.

h. Locations. Borrower represents and warrants that all Collateral shall be kept at the location indicated in the first paragraph of this Agreement or other location pre-approved by Lender; provided that Borrower may move its business vehicles and their contents, including Inventory and Equipment, so long as they are routinely returned to the referenced location. Borrower shall notify Lender promptly in writing of any change in Borrower's address or in the location of any Collateral or use of any other names under which it is doing business.

i. Collection of Accounts. The collection of the Accounts and the application of the proceeds received therefrom shall be subject to the following:

i. Borrower is authorized to collect the Accounts or any part thereof, but such authorization may be restricted or terminated by Lender at any time in the Event of Default, as hereinafter defined. Borrower shall not, without the prior written consent of Lender (i) grant any extension of time for the payment of the Accounts; (ii) compromise, compound or settle the Accounts or any part thereof for less than the full amount thereof; (iii) release, in whole or in part, any person liable for the payment of the Accounts or any part thereof, or allow any credit, discount or allowance whatsoever upon the Accounts or any part thereof, unless such activity shall be deemed to be in the ordinary course of Borrower's business and will not occasion or threaten a material adverse change in the financial condition or results of Borrower's business operations.

ii. Upon the occurrence of an Event of Default (as hereinafter defined) Lender may, without notice to or assent of Borrower, extend the time of payment or compromise, settle for cash or credit or otherwise settle, upon any terms or conditions, any part of the Accounts and thereby discharge or release the person or persons liable for the payment of the Accounts or any part thereof without affecting Borrower's Liabilities to Lender. Lender may, but shall not be obliged to, demand or enforce payment of the Accounts or any part thereof and shall not be liable for its failure to collect or enforce the payment thereof or for the negligence of its agents or attorneys with respect thereto.

iii. Upon the occurrence of an Event of Default, Lender, without notice to Borrower, may notify any person, corporation or partnership (the "Obligor") liable for the payment of any Account

of the fact that the Account has been assigned to Lender and may direct that payment of such Account be made directly to Lender. If Lender so requests after the occurrence of an Event of Default, all bills and statements rendered by Borrower to the Obligor shall state that the same has been assigned to Lender and is payable solely to Lender. When requested by Lender after the occurrence of an Event of Default, Borrower will notify or cause to be notified the Obligor to pay directly to Lender any sum or sums then due or to become due on account of the Accounts or any part thereof.

4. REPRESENTATIONS AND WARRANTIES OF BORROWER.

a. Borrower represents and warrants to Lender that, except as may have been previously disclosed in writing to Lender:

i. Borrower is a sole proprietor of an unincorporated business or is a duly organized, validly existing corporation limited liability company or other legal entity in good standing under the laws of its jurisdiction of organization, and, if a corporation, a limited liability company or other legal entity, is duly qualified and in good standing and authorized to do business in each other jurisdiction where, because of the nature of Borrower's activities or properties, such qualification is required;

ii. The execution and delivery of this Agreement, the borrowings hereunder, the execution and delivery of the Note, and the performance by Borrower of its obligations under this Agreement and the Note are within Borrower's powers and have been duly authorized by all necessary action (corporate or other), and do not and will not contravene or conflict with any provision of any organizational documents (including, without limitation, any articles of incorporation or by-laws) of Borrower or of any agreement or other document binding upon Borrower or to which its assets are subject;

iii. This Agreement is, and the Note, when executed and delivered will be legal, valid and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms, subject only to bankruptcy, insolvency and other similar laws generally relating to or affecting the enforceability of creditors' rights;

iv. There are no legal, governmental, arbitration or other actions or proceedings which are pending or threatened against Borrower which might result in (a) any material adverse change in Borrower's financial condition, or results of Borrower's business operations; or (b) materially and adversely affect Borrowers' use of Borrower's property or assets, including the Collateral;

v. Except as disclosed in the financial statements of Borrower most recently delivered to Lender pursuant to or in connection with this Agreement, Borrower has no indebtedness or other liabilities;

vi. Borrower is solvent and generally paying its debts as they mature, and Borrower has capital sufficient to carry on its current and proposed business and transactions;

vii. The financial statements, schedules and other information furnished to Lender prior to and after the execution and delivery of this Agreement fairly and accurately present the financial condition and, if applicable, results of operations of Borrower (and any other persons described therein) as of and for the period ending on the date as of which such financial statements are presented; and since the date of the financial statements of Borrower most recently furnished to Lender, there has been no material adverse change in the financial condition or results of business operations of Borrower;

viii. Borrower has timely filed all material tax returns and reports required to be filed by Borrower with any governmental entity, and has timely paid all taxes, assessments, fees and other charges upon Borrower and upon Borrower's properties, assets and income due and payable;

ix. None of Borrower's Liabilities violates the provisions of the usury laws or any other laws governing interest rates of any state having jurisdiction over Borrower's Liabilities, this Agreement

or any transaction contemplated hereby; and the Loan is a loan to a business and each of Borrower's Liabilities under this Agreement is primarily for a business or commercial purpose and does not consist of or involve any credit offered or extended to a consumer primarily for personal, family or household purposes;

x. The Borrower is not in violation of any applicable law, regulation or ordinance of the United States of America or any state, city, town, municipality, county or other jurisdiction, or of any agency or instrumentality of any of the foregoing, in any respect materially and adversely affecting its financial condition, results of operations of Borrower's business, or its property or assets, including, without limitation, any law, regulation or ordinance relating to occupational health or safety or protection of the environment, including hazardous substances; and

xi. The Borrower continues to operate any additional van if such additional van operation was the basis for all or a portion of the Loan.

b. Borrower further represents and warrants that as of the date of this Agreement and as of the disbursement of the Loan, Borrower is in full compliance with all of Borrower's covenants under this Agreement and there does not exist any Event of Default or other event which, but for the passage of time or giving of notice would be an Event of Default.

5. COVENANTS OF BORROWER.

a. Negative Covenants. Borrower shall not:

i. Sell, assign, lease, transfer or convey any of Borrower's property or assets or any interest therein except sales of Inventory, sales or assignments of Accounts and equipment leases to Snap-on Tools Company LLC, Lender, or their affiliates, and use of cash in the ordinary course of business; and Borrower shall at all times have good title to and ownership of its property and assets, including the Collateral, and shall, except as permitted in Section 5.a.ii below, not allow, suffer or cause to exist thereon any lien, claim, security interest or encumbrance (including, without limitation, any lien or encumbrance of any governmental entity or agency or with respect to any taxes or debts owed thereto); provided that Borrower shall have the right to contest, in good faith, with reasonable diligence and by appropriate proceedings, the validity of any lien or encumbrance or claim thereof, but only if none of the property or assets of Borrower is subject to sale or foreclosure during such contest, and Borrower shall promptly pay any judgment rendered against Borrower in connection with any such contest;

ii. Incur any indebtedness or guarantee or otherwise become liable with respect to the obligation or indebtedness of any other person or entity, whether for borrowed money or otherwise, except for (a) indebtedness incurred in connection with the lease or purchase of Borrower's van, computer system and other business equipment, provided Lender consents in its sole discretion to such loan or lease, (b) Borrower's Liabilities and any other indebtedness owed to Lender, (c) extensions of the maturities of existing indebtedness and interest thereon, (d) indebtedness which is unsecured and is to persons who execute and deliver to Lender (in form and substance acceptable to Lender) agreements subordinating such indebtedness and their claims against Borrower in connection therewith to the payment of Borrower's Liabilities, (e) indebtedness for personal, family or household purposes that is either unsecured or secured by assets other than the Collateral, and (f) trade payables and other obligations arising in the ordinary course of business;

iii. Enter into any transaction which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or any other indebtedness of Borrower;

iv. Close or deplete the bank account from which payments on the Note are to be debited pursuant to Section 2.b above, unless suitable arrangements are made upon 30 days' written notice to Lender prior to such closure or depletion for Lender to debit a different bank account; and

v. Use the Loan or any portion thereof to make any payment to Snap-on or its affiliates (other than Lender) except payments for the purchase of Inventory, Accounts or other assets for use in Borrower's Franchise.

b. Affirmative Covenants. Borrower shall:

i. Operate Borrower's business and properties and always conform Borrower's conduct in accordance with and comply in all respects with all applicable laws, regulations and ordinances of the United States of America, of any state, city, town, municipality, county or other jurisdiction, and of any agency or instrumentality of any of the foregoing;

ii. Timely file all tax returns and reports required to be filed by Borrower with any governmental entity, and timely pay all taxes, assessments, fees and other charges upon Borrower and upon Borrower's properties, assets and income;

iii. Maintain sufficient funds in the bank account to be debited pursuant to Section 2.b above to make each payment on the Note and under this Agreement when and as due;

iv. Maintain levels of Inventory (at Borrower's cost) and Accounts (excluding Accounts or equipment leases sold or assigned to Snap-on, Lender or their affiliates in exchange for consideration other than the Loan) at least equal to the original principal amount of the Loan less any mandatory prepayments as required herein;

v. Use the Loan solely to acquire Inventory, Accounts and other assets and for working capital in connection with the commencement and operation of Borrower's Franchise;

vi. Prepare and deliver to Lender, from time to time as requested, financial statements and other information regarding the financial condition and results of operations of Borrower's Franchise; and

vii. Comply with all terms of the van lease and any van maintenance agreement.

6. DEFAULT AND ACCELERATION BY LENDER.

a. Automatic Acceleration Without Notice. Borrower shall be deemed in default under this Agreement and Lender may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, accelerate the Loan and declare the entire unpaid amount of Borrower's Liabilities to be immediately due and payable under this Agreement without notice to Borrower in the following instances each of which shall be considered an Event of Default:

i. If Borrower is adjudicated a bankrupt or becomes insolvent, or has a trustee or receiver appointed by a court of competent jurisdiction for all or any part of Borrower's property; or

ii. If a plan of liquidation, reorganization, composition or arrangement of Borrower's affairs is sought to be instituted for or against Borrower, whether or not the same is subsequently approved by a court of competent jurisdiction; or

iii. If a proceeding is filed under any bankruptcy laws or other similar laws and such proceeding is not dismissed within ninety (90) days after filing; or

iv. If Borrower makes a general assignment for the benefit of creditors; or

v. Upon the death or incapacity of Borrower (or a significant owner of Borrower if Borrower is a corporation, limited liability company or other legal entity); or

vi. If Borrower shall cease to be an authorized Snap-on Franchisee because of the termination of, or the transfer or assignment of rights under, the Franchise Agreement between Borrower and Snap-on (or an affiliate thereof).

b. Acceleration Upon Notice. Borrower shall be deemed in default under this Agreement and Lender may, at its option, without prejudice to any and all other rights and remedies it may have

under this Agreement or under applicable law, accelerate the Loan and declare the entire unpaid amount of Borrower's Liabilities to be immediately due and payable under this Agreement effective upon Borrower's receipt of written notice of acceleration in the following instances each of which shall be considered an Event of Default:

i. If Borrower fails to satisfy any material judgment against Borrower within thirty (30) days after the judgment is entered and becomes final; or

ii. If any representation or warranty of Borrower contained in this Agreement or in any document or instrument delivered pursuant to this Agreement is untrue or incorrect; or

iii. If Borrower falsifies any report or document required to be furnished Lender, or has made a material misrepresentation in connection with the approval of Borrower under this Agreement, or engages in conduct involving dishonesty in dealing with Lender; or

iv. If Borrower has any obligations outstanding to Lender under this Agreement and Borrower's equity, as determined in accordance with a physical inventory, and review of RA balances has declined from the previous inventory and review of RA balances (or, if no physical inventory has yet been conducted, since Borrower began operations) and Borrower's equity in Borrower's Franchise is not restored by the next physical inventory and review of RA balances (which may be taken thirty (30) days or more after the previous inventory); or

v. If Borrower remains in default beyond the applicable cure period, if any, under any other written agreement with Lender or Snap-on (or any subsidiary or affiliate of Snap-on) or under any van lease for vans used in Borrower’s business; or

vi. If any guarantee of any of Borrower's Liabilities is terminated or limited for any reason, including, without limitation, because of revocation or the death of any guarantor.

c. Acceleration Upon Expiration of Cure Period.

i. Except for those items listed in preceding Sections 6.a - b, Borrower shall have thirty (30) days after written notice of default from Lender within which to remedy any Event of Default under this Agreement, including but not limited to, those items set forth below as (1) through (3) of this Section 6.c, and provide evidence of that remedy to Lender. If any such default is not cured within that time, Lender may accelerate all Loans and declare the entire unpaid amount of Borrower's Liabilities to be immediately due and payable without further notice to Borrower effective immediately upon expiration of that time, unless Lender shall notify Borrower otherwise in writing.

(1) Failure by Borrower to comply with the provisions of this Agreement or any vehicle lease for vehicles used in Borrower’s business or any other written agreement with Lender (or any subsidiary or affiliate including Snap-on) or to carry out the terms of this Agreement in good faith; or

(2) Failure of Borrower to observe or to comply with any of the covenants set forth in this Agreement, or

(3) Failure of Borrower to submit when required any reports pertaining to the Franchise.

ii. Notwithstanding the provisions of preceding Section 6.c.i, if the Event of Default consists of Borrower's failure to pay any monies owed to Lender when such monies become due and payable, whether pursuant to this Agreement, any Loan, or otherwise (whether upon maturity, acceleration or otherwise), and Borrower fails to pay such monies within ten (10) days after receiving written notice of default, then, unless Lender shall notify Borrower otherwise in writing, the entire amount of Borrower’s Liabilities and all balances due under this Agreement shall be accelerated and shall be immediately due and payable in full without prejudice to any and all other rights and remedies Lender may have under this Agreement or under applicable law.

7. EFFECT OF DEFAULT AND ACCELERATION ON BORROWER'S RIGHTS. If an Event of Default under this Agreement shall occur, then Lender may, at its option, exercise any one or more of the following rights and remedies:

a. If no Loan has been disbursed, Lender may terminate and cancel this Agreement, or if an additional Loan has not been disbursed, Lender may refuse to disburse the additional Loan amount;

b. Lender may accelerate all Loans and declare the entire unpaid amount of Borrower's Liabilities to be immediately due and payable;

c. Except as may otherwise be required by law, Lender (a) may sell all or any of the Collateral at public or private sale or sales upon such terms and conditions as Lender deems proper (and Lender may purchase any or all of the Collateral at any such sale), and apply the net proceeds of such sale, after deducting all costs, expenses and attorneys' fees incurred at any time in the collection of Borrower's Liabilities and in the protection and sale of the Collateral or Lender's assignee or vendors under any Van Lease Program, first to the payment of Borrower's Liabilities and then to the payment of any other liabilities of Borrower to Lender, and shall return any remaining proceeds to Borrower; provided that Borrower shall remain liable for any Borrower's Liabilities or other amounts remaining unpaid after such application and interest thereon; and (b) may take such other actions as it may deem appropriate or in its interest with respect to the Collateral including, without limitation, (i) transferring the whole or any part of the Collateral into its name or the name of a nominee, (ii) collecting any amounts due on the Collateral directly from the persons obligated thereon, (iii) exercising any voting or other rights with respect to any Collateral consisting of securities, (iv) taking possession and control of the Collateral and any proceeds thereof and (v) suing or making any compromise or settlement with respect to any of the Collateral; and

d. Lender may exercise from time to time any rights and remedies available to it under all applicable laws, including, without limitation, the UCC and the commercial code of any other applicable state. In addition to and not in limitation of all rights of offset that Lender may have under applicable law, Lender shall, upon the occurrence of an Event of Default, have the right to appropriate and apply to the payment of and to set-off against Borrower's Liabilities any and all balances, credits, accounts or money of Borrower then or thereafter received or held by or under the control of Lender. Except as may otherwise be required by law, including with respect to notice of any sale of Collateral, Borrower hereby waives, in connection with this Agreement and Borrower's Liabilities, any right under or benefit of any law (whether or not intended for its advantage or protection) that would restrict or limit the right or ability of Lender to obtain payment of Borrower's Liabilities, including any law that would restrict or limit Lender in the exercise of right to appropriate at any time hereafter any indebtedness owing from Lender to Borrower and any property of Borrower in the possession or control of Lender and apply the same toward or set-off the same against the payment of Borrower's Liabilities. All rights of Lender under this Agreement are cumulative.

8. INDEMNIFICATION BY BORROWER. Borrower shall indemnify and hold Lender, its officers, directors, agents and employees from and against any and all loss, liability or damage (including attorney's fees) arising out of or related to (i) Borrower's violation of applicable law, including, without limitation, any law, regulation or ordinances relating to taxation, employment, the environment or hazardous substances; and (ii) any hazardous substances disposed of or located, released or transported from any property owned, leased or used by Borrower, or (iii) any claim of any of the foregoing.

9. MEDIATION; ARBITRATION; CERTAIN WAIVERS; MISCELLANEOUS.

a. Mediation. Except as otherwise provided in Section 9.e., the parties agree to attempt to resolve any controversy or dispute arising out of, or relating to this Agreement or Borrower's relationship with Lender including, but not limited to, any claim by Borrower, or any person in privity

with or claiming through on behalf of or in the right of Borrower, by non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Borrower or any person in privity with or claiming through on behalf of or in the right of Borrower and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 60 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Borrower resides or a mutually agreeable location. The mediator will be selected by mutual agreement between Borrower and Lender. Lender will pay the costs of the mediator and location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

b. Agreement to Arbitrate. Except as otherwise provided in Section 9.e., any controversy or dispute arising out of, or relating to this Agreement or Borrower's relationship with Lender, including, but not limited to, any claim by Borrower, or any person in privity with or claiming through, on behalf of or in the right of Borrower, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Lender; any claim of breach of this Agreement or any agreement between the parties or their respective affiliates (whether existing before or after this Agreement); and any claims arising under or relating to state or federal laws, including the common law (for example, tort or contract claims), or any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute unless prohibited under applicable state law. Persons in privity with or claiming through, on behalf of or in the right of Borrower include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event shall persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 9(a) shall not affect either party's obligation to arbitrate the dispute or controversy under this Section 9(b). A demand for arbitration must be made within the applicable statute of limitation period; otherwise, the right to any remedy shall be forever barred, as provided by applicable law and determined by the arbitrator.

c. Procedures for Arbitration. Notwithstanding any other provision of this Agreement, arbitration under this Section 9 shall be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seg.), and arbitration shall take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration shall be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Borrower was assigned prior to the dispute; provided, however, if such office is outside the state in which the Borrower resides, Borrower may cause the arbitration to be held within the Borrower's state of residence at a place mutually convenient to the parties and the arbitrator. The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen in accordance with the AAA Rules If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars ($75,000.00), Lender shall pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). Any amount in excess of Seven Thousand Five

Hundred Dollars ($7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars ($75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Borrower demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs shall be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Borrower of tax returns filed by Borrower (including tax returns for a significant owner of Borrower if Borrower is a corporation or limited liability company) for the last three (3) tax years; (5) Statements of Borrower's account balance(s) with Lender for three (3) years prior to the filing of the arbitration (or if any Loans are open or active within three years of the time of the filing, history for the term of such Loan) and (6) not more than two depositions per side.

d. Limitation on Damages, Enforceability. Each party further agrees that, unless such a limitation is prohibited by applicable law as determined by the arbitrator, a, the other party shall not be liable for punitive or exemplary damages and that the arbitrator shall have no authority to award the same. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same. The parties agree to arbitrate only controversies and disputes that are specific to Borrower or any person in privity with or claiming through, on behalf of or in the right of, Borrower and therefore Borrower and Lender agree that (i) arbitration under this Section 9 shall be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to arbitration, or as otherwise provided by applicable law or this Agreement . In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable shall be enforced in arbitration.

In addition, in the event any other provision in this Section 9 is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 9, to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision or provisions had not been included in this Section 9.

BY SIGNING BELOW, THE PARTIES AGREE THAT THEY ARE REQUIRED TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AS SET FORTH IN THIS SECTION 9 AND ARE LIMITED IN THE MANNER IN WHICH THEY CAN SEEK RELIEF, INCLUDING THAT THEY EACH SPECIFICALLY WAIVE THEIR RIGHT TO BRING SUCH CLAIMS IN A COURT OF LAW AND TO HAVE A TRIAL BY JURY.

e. Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration. Any such action shall be brought by Lender or Borrower in the county (or similar political unit) or federal judicial district where Borrower resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

f. Waiver of Demand, Etc. Borrower hereby waives demand, presentment and protest, and notice of demand, presentment, protest, nonpayment or dishonor, with respect to the Note and Borrower's Liabilities, and with respect to any notes, checks or other negotiable instruments which may be included in the Collateral or held by Lender with respect to which Borrower is an endorser, drawer, surety or other responsible party, and Borrower hereby consents to any and every renewal or extension of time that may be granted with respect to such instruments.

g. Collection Costs. Except as provided under Section 9.c. above Borrower shall pay all reasonable costs of collection of Borrower's Liabilities, all reasonable costs in connection with the use, custody, protection and sale of the Collateral and all reasonable costs paid or incurred in enforcing or preserving any of Lender's rights hereunder or in connection with any transaction or proceeding in which Lender may become concerned or involved by reason of its interest in this Agreement or any of Borrower’s Liabilities or any action by Borrower, in each case including reasonable attorneys' fees, all promptly on demand of Lender or other person incurring the same. Borrower shall also pay interest on the foregoing amounts at the highest default rate provided under Section 2.a. Any such costs may be deducted by Lender from any money received under this Agreement or on the Note.

h. No Waiver by Lender. Lender shall not (by act, delay, omission or otherwise) be deemed to have waived any of its rights or remedies hereunder, or provision hereof, unless such waiver is in writing and signed by Lender, and any such waiver shall be effective only to the extent specifically set forth therein; and a waiver by Lender of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to or waiver or any such right or remedy which Lender would otherwise have had on any future occasion.

i. Further Acts. Borrower shall do and perform all further acts and deeds and shall execute and deliver to Lender all instruments, documents, assignments, assurances or other writings that may be necessary or desirable to Lender to carry out the terms and intent of this agreement or effectuate the rights of Lender hereunder.

j. Limitation of Lender's Liability. Borrower agrees that Lender shall not be liable to Borrower for (i) any failure of Lender to protect, enforce or collect in whole or in part any of the Collateral; (ii) Lender's notification to any Obligor of Lender's security interest in the Accounts; (iii) Lender's directing any Obligor to pay any sums owing to Borrower directly to Lender; and (iv) any other act

or omission to act on the part of Lender, its officers, agents or employees, except for gross negligence or willful misconduct.

k. Severability. In addition to severability as provided in Section 9, each article, section, subsection, paragraph, subparagraph, term, and condition of this Agreement and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future laws in a final, non-appealable ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Snap-on Credit is a party, that ruling shall not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which shall remain binding on the parties and continue to be given full force and effect. Any invalid portion shall be deemed not to be a part of this Agreement as of the date upon which the ruling becomes final, if Borrower is a party to such proceedings, or upon Borrower's receipt of notice of non-enforceability from Snap-on Credit.

l. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Borrower and Lender, provided that this Agreement may not be assigned by Borrower without the prior written consent of Lender.

m. Notices. All notices, requests, consents, or approvals required or permitted to be given hereunder shall be in writing and shall be deemed to be properly delivered immediately, if personally delivered, on the date of receipt if overnight delivery service is used or five (5) business days after having been sent by United States Postal Service registered or certified mail, postage prepaid, return receipt requested: (a) if to Borrower, addressed to Borrower at the address first above written or at such other address as Borrower may have designated from time to time by written notice to Snap-on Credit; and (b) if to Lender, addressed to Snap-on Credit LLC at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 (marked Attn: President), or to such other address as Lender may have designated from time to time by written notice to Borrower.

n. Amendments. This Agreement may be amended from time to time by amendments duly executed by Borrower and Lender; provided that any amendment hereto signed by Borrower shall be binding upon Borrower.

o. Multiple Borrowers. If this Agreement (including any counterpart hereof) is signed by more than one Borrower, the liability of each Borrower shall be joint and several, and each reference herein to Borrower shall be deemed to refer to each such Borrower. No release, discharge or modification of the obligations of, or the Collateral provided by, any person liable under this Agreement shall affect the obligations of any other person under this Agreement.

p. Entire Agreement. This Agreement and the Note and the other documents delivered or to be delivered in connection with or pursuant to this Agreement contain all of the agreements of Lender and Borrower with respect to the subject matter hereof.

q. Governing Law. Except to the extent that the Federal Arbitration Act shall apply in accordance with Section 9 above, this Agreement and the relationship of the parties shall be construed in accordance with the laws (without regard to the conflicts of laws provisions) of the State Illinois in which the Lender's office is located.

FOR CALIFORNIA RESIDENTS: This Agreement is made pursuant to Section 22500 of the California Financial Code. California Finance Lenders License No. 603-6880.

NOTICE TO SOUTH DAKOTA RESIDENTS: Any concerns regarding improprieties may be reported to the South Dakota Division of Banking, 1601 N. Harrison Avenue, Suite 1, Pierre, South Dakota, 57501, or call 605.773.3421

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed as of _____ (the "Effective Date")**.**

BORROWER	**SNAP-ON CREDIT LLC**
[CORPORATE NAME]	
[ADDRESS]	
_____	_____
_____	_____
(Print Name and Title)	(Print Name and Title)

Send notices to attention of:

_____

_____
(Title)

APPENDIX I.3.A.1

OFFER SUMMARY – Initial Loan (CA)

Funding Provided	«TotAmtFin»	This is how much funding Snap-on Credit LLC will provide. Due to deductions or payments to others, the total funds that will be provided to you directly is «AmtGivenToYou». For more information on what amounts will be deducted, please review the attached document "Itemization of Amount Financed." «LangWithPayoff»
Annual Percentage Rate (APR)	«APR»%	APR is the cost of your financing expressed as a yearly rate. APR includes the amount and timing of the funding you receive, interest and fees you pay and the payments you make. Your APR is not an interest rate. Your interest rate is «ContractIntRt»%. Your APR may be higher than your interest rate because APR incorporates interest costs and other finance charges.
Finance Charge	«FinChrg»	This is the dollar cost of your financing.
Total Payment Amount	«TotPmtAmt»	This is our estimate of the total dollar amount of payments you will make during the term of the contract.
Average Monthly Cost	«EstAvgMonPmtTerm»/month	Although this financing does not have monthly payments, this is our calculation of your average monthly cost for comparison purposes.
Payment	«PmtStream»	This is how much you will pay each week beginning on your first payment due date.
Term	«Displayed_Term»	
Prepayment	If you pay off the financing early, you will still need to pay all or a portion of the finance charge, up to $XXXXXX	
	If you pay off the financing early, you will not pay additional fees.	

Applicable law requires this information to be provided to you to help you make an informed decision.

You are confirming that you have received this information.

_____ _____

Recipient Signature Date

ITEMIZATION OF AMOUNT FINANCED	
1. Amount Given Directly to You	«AmtGivenToYou»
2. This is the amount paid to Snap-on Tools for amounts owed to them by you	«AmtPdSOT»
3. Amounts paid to Snap-on Credit to pay off existing loans as of the date of this disclosure under account numbers: «AllAccts»	«SOC1_Payoff» «SOC2_Payoff» «SOC3_Payoff»
4. Amounts paid to «M_3rdParty_Name»	«M_3rdParty_Payoff»
5. Amount Provided To You on Your Behalf (1+2+3+4)	«FundProvPg2»
6. Prepaid Finance Charges	$0.00
7. Amount Financed (5 minus 6) = Funding Provided on page 1	«TotAmtFin»

APPENDIX I.3.A.2

OFFER SUMMARY – Initial Loan (UT)

Total Amount of Funds Provided	**«TotAmtFin»**	Subject to further definition under the rules this box must say "The total amount of funds provided to the business under the terms of the commercial financing transaction"
Total Amount of Funds Disbursed	**«FundingRecd»**	The funds disbursed are less than the financing provided.
Total Amount to be paid to Provider	**«TotPmtAmt»**	This is the total amount paid to the provider under the terms of the commercial financing transaction.
Total Dollar cost of the Transaction	**«FinChrg»**	This cost is calculated by finding the difference of box 1 and box 3 above.
Manner, Frequency and Amount of each Payment	**ACH Debit, Monthly, «RegPmtAmt»**	This describes how the payments will be made, when the payments will be made and the amount of each payment. Subject to further clarification once the rules are released.
Costs or Discounts Associated with Prepayment	**Costs** **Discounts**	There are no costs associated with prepayment of your financing. If you pay off your financing early and there are no defaults, you will only pay the then current principal balance plus any accrued interest that remains unpaid.

By signing, you are confirming that you have received this form.

_____ _____

Applicant Signature Date

APPENDIX I.3.B

ADDENDUM TO SNAP-ON CREDIT LOAN AND SECURITY AGREEMENT
(Franchisee Owned by Trust)

THIS ADDENDUM TO SNAP-ON CREDIT LOAN AND SECURITY AGREEMENT ("Addendum") amends that certain Loan and Security Agreement (the "Loan Agreement") as of the Effective Date below, between SNAP-ON CREDIT LLC ("Snap-on Credit"), and the undersigned corporation or limited liability company ("Company"), the majority of the stock of which, or the majority membership interest in which is owned by the undersigned trust ("Borrower").

The Loan Agreement is hereby amended as follows:

1. Section 3(b) of the Loan Agreement is amended to also include the following:

If Borrower is held in trust, Lender may at any time request that the grantor(s) and/or trustee(s) and/or beneficiaries of the trust sign and deliver such financing statements and other documents, in order to effectuate or perfect Lender's security interest in the Collateral hereunder.

2. Section 4(a)(vii) of the Loan Agreement is deleted, in its entirety, and the following new Section 4(a)(vii) is inserted in lieu thereof:

(vii) The financial statements, schedules and other information furnished to Lender prior to and after the execution and delivery of this Agreement fairly and accurately present the financial condition and, if applicable, results of operations of Borrower (and any other persons described therein, including the grantor(s) or trustee(s) of a trust) as of and for the period ending on the date as of which such financial statements are presented; and since the date of the financial statements of Borrower most recently furnished to Lender, there has been no material adverse change in the financial condition or results of business operations of Borrower;

3. The following Section 5(b)(viii) is added to the end of Section 5(b) of the Loan Agreement:

(viii) If the Borrower is held in trust and this Agreement is in force and effect at the time of a change in trustee under the terms of the governing trust document, provide Lender with a Notice for Change in Trustee (as defined in the Policy for Trust-Owned Franchises) within thirty (30) days of such change of trustee.

4. Section 6(a)(v) of the Loan Agreement is deleted, in its entirety, and the following is substituted as a new Section 6(a)(v), in its place instead:

(v) Upon the death or incapacity of Borrower (or a significant owner of Borrower if Borrower is a corporation, limited liability company or other legal entity, or if Borrower is held in trust, the grantor(s) or trustee(s) of the trust), or dissolution or transfer of the Trust without prior notice to Lender which results in a material adverse change I the assets of the trust. For purposes of this subsection, "transfer" includes a direct or indirect, distribution, sale, assignment, transfer, conveyance and gift; or

5. Section 6(b)(vi) of the Loan Agreement is deleted, in its entirety, and the following is substituted as a new Section 6(b)(vi-viii), in its place instead:

(vi) If any guarantee of any of Borrower's Liabilities is terminated or limited for any reason, including, without limitation, because of revocation or the death of any guarantor, or if Borrower is held in trust, the grantor(s) or trustee(s) of the trust); or

(vii) If the Borrower is held in trust and this Agreement is in force and effect at the

time of a change in trustee under the terms of the governing trust document and such new trustee fails to provide to Lender a Notice for Change in Trustee (as defined in the Policy for Trust-Owned Franchises) within thirty (30) days of such change of trustee; or

(viii) If the Borrower is held in trust, any transfer of the Franchise, including but not limited to a transfer to the grantor of the trust, a new trust, a beneficiary or beneficiaries of the trust, or to a third-party, that does not comply with the requirements of Section 18.B. of the Franchise Agreement. For purposes of this subsection, "transfer" includes a direct or indirect, distribution, sale, assignment, transfer, conveyance and gift.

6. Section 9(a) of the Loan Agreement is amended to also include the following:

If Borrower is held in trust, the mediation will be conducted in the state where here any property that may be the subject of the action is located.

7. Section 9(b) of the Loan Agreement is amended to also include the following:

For purposes of this Agreement, persons in privity with or claiming through, on behalf of or in the right of Borrower include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors, assigns and trustees and grantors of trusts.

8. Section 9(c) of the Loan Agreement is amended to also include the following:

If Borrower is held in trust, the arbitration will be conducted in the state where any property that may be the subject of the action is located.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to tax returns for the grantor(s) and/or trustees of the trust, if Borrower is held in trust, for the last three (3) tax years.

9. Section 9(e) of the Loan Agreement is amended to also include the following:

If Borrower is held in trust, any such action shall be brought by Snap-On Credit or Borrower in the county (or similar political unit) where any property that may be the subject of the action is located.

10. Section 9(l) of the Loan Agreement is amended to also include the successor trustees of a trust to the successors and assigns.

11. Section 9 of the Loan Agreement is amended to also include the following:

Notwithstanding anything herein to the contrary, if Borrower is held in trust, the provisions of Sections 9.a. to 9.e. shall apply to the trustee(s) of such trust.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Loan Agreement.

BORROWER: [CORPORATE NAME] [ADDRESS]	**SNAP-ON CREDIT LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

APPENDIX I.3.C

Snap-on Credit

CONTINUING UNCONDITIONAL GUARANTEE

(FOR CORPORATE or LIMITED LIABILITY COMPANY)

FOR VALUE RECEIVED, and to induce Snap-on Credit LLC, (the "Snap-on Credit") to lease, lend money, extend credit or provide other financial accommodation, or agree to accept assignment of certain contracts or rights, or to enter into other contractual relationships or to continue any of the foregoing, to or with _____, a _____ corporation or limited liability company [strike one] ("Company") the majority of the stock of which or the majority membership interest in which [strike one] is owned by the Guarantor or Guarantors, and in consideration thereof, the undersigned Guarantor or Guarantors (hereafter collectively the "Guarantor") hereby unconditionally absolutely guarantees: (A) the full and prompt payment when due (whether at maturity or by declaration, amortization, acceleration or otherwise) and at all times thereafter of all indebtedness, obligations and liabilities of every kind and nature whatsoever of Company to Snap-on Credit howsoever created, arising, acquired, held or evidenced, and whether direct or indirect, primary or secondary, absolute or contingent, joint or several, now or hereafter existing, due or to become due; and (B) the full, prompt and faithful performance and discharge by Company of each and every term, condition, agreement, representation and warranty on the part of Company contained in any agreement (including any amendment, modification or supplement thereof) relating to any loan, credit or other financial accommodation from Snap-on Credit to Company or any other contractual relationship between Snap-on Credit and Company (all such obligations referred to in (A) and (B) above being hereinafter collectively referred to as the "Liabilities"). The Guarantor further agrees to pay to Snap-on Credit, upon demand, all costs and expenses, including attorneys' fees, paid or incurred by Snap-on Credit in collecting or obtaining payment or performance of any Liabilities or in enforcing Snap-on Credit's rights under or with respect to any agreement or collateral or other security in connection with any Liabilities, or in enforcing this Continuing Unconditional Guarantee (this "Guarantee").

In the event that Company fails to pay, perform or discharge the Liabilities when such Liabilities become due and payable (whether by default, acceleration or otherwise), or in the event of the death, incompetency, dissolution, insolvency or bankruptcy of Company or the Guarantor or the inability of Company to pay its debts as they mature, or in the event of an assignment by Company for the benefit of creditors, or the institution of any proceeding by or against Company alleging that Company is insolvent or unable to pay its debts as they mature, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, the Guarantor agrees to pay to Snap-on Credit, immediately upon demand, the full amount which would be payable hereunder by the Guarantor if all of the Liabilities were then due and payable and to otherwise perform and discharge such Liabilities.

This Guarantee shall be a continuing, absolute and unconditional guarantee, and shall remain in full force and effect until written notice of its discontinuance shall be actually received by Snap-on Credit, and also until any and all of said Liabilities created before receiving such notice of discontinuance shall be fully paid, performed or discharged. The death of the Guarantor shall not terminate this Guarantee until written notice of such death shall have been actually received by Snap-on Credit, and also until all of said Liabilities created before receiving such notice shall be fully paid, performed or discharged.

The liability of the Guarantor under this Guarantee shall not be affected, impaired, reduced, released, limited or modified by any of the following (any or all of which may be done or omitted by Snap-on Credit in its sole discretion and without notice): (a) any act or failure to act by Snap-on Credit with respect to Company, the Liabilities or any collateral or security therefore; (b) any sale, pledge, surrender, compromise, release, renewal, extension, indulgence, alteration, disposition, exchange, change or modification in or of any of the Liabilities (including, without limitation, any renewal note), any collateral or security for the Liabilities or any agreement or instrument relating to the Liabilities; (c) the acceptance, rejection or release by Snap-on Credit of any collateral or security for, any obligor with respect to, or any other guarantee of, any of the Liabilities; (d) any failure, neglect or omission by Snap-on Credit to realize upon any of the Liabilities or upon any collateral or security therefore (including any failure to protect or insure or to perfect any lien on any such collateral or security); (e) the invalidity or unenforceability of or any irregularity with respect to any Liability; (f) the bankruptcy or insolvency of Company or the application to Company or its estate of any provision of the United States Bankruptcy Code or any other bankruptcy or insolvency law; (g) the extension of additional loans, credits or other financial accommodations made to Company without notice to or approval of the Guarantor; (h) any change in Company's name or any merger, acquisition or consolidation involving Company; or (i) any other act or failure to act of any kind by Snap-on Credit, other than the execution and delivery by Snap-on Credit to the Guarantor of a written document clearly and expressly amending, releasing or canceling this Guarantee.

The Guarantor hereby waives: (a) notice of the acceptance of this Guarantee; (b) notice of the existence, creation, extension or modification of any of the Liabilities, any collateral or other security therefore or any agreement relating thereto; (c) demand, presentment, protest and notice of demand, presentment, protest, nonpayment, dishonor or default, and all other notices whatsoever; and (d) all diligence in collection or protection of or realization upon any Liabilities, any obligation of the Guarantor hereunder or any collateral or other security for any of the foregoing.

This Guarantee is a guaranty of payment and not of collection. There shall be no conditions to the obligation of the Guarantor to pay, perform and discharge any Liabilities upon failure by Company to pay, perform or discharge such Liabilities when due (whether at maturity or by declaration, acceleration or otherwise), and Snap-on Credit shall be under no obligation to seek to obtain payment, performance or discharge from Company or any other person or entity or to resort to or seek to realize upon any collateral or any other security or property whatsoever prior to obtaining payment, performance or discharge by the Guarantor on this Guarantee. Snap-on Credit shall have the exclusive right to determine how, when and what application shall be made of any payments and credits on the Liabilities or under this Guarantee.

Until all of the Liabilities are fully paid, performed and discharged, the Guarantor hereby:

(a) assigns to Snap-on Credit as security for the Guarantor's obligations under this Guarantee, and subordinates to the Liabilities, any liabilities, indebtedness and obligations of Company held by or owed to the Guarantor, including any collateral or other security therefore,

(b) assigns to Snap-on Credit, and agrees that Snap-on Credit shall have, a security interest in the following business property, assets, rights and interests of Company or Guarantor (as applicable), whether now owned or existing or hereafter acquired or arising:

> **(1)** Any collateral, including, but not limited to, any goods, equipment, chattel paper, accounts, general intangibles, or any other assets it may now own or hereafter acquire which may constitute Collateral (as such term is defined in (b) (1) through (6), infra), or proceeds of

Collateral of Company or Guarantor (as applicable) for any amounts owed to Snap-on Credit by Company;

(2) All of Company's or Guarantor's (as applicable) Accounts (the term "Accounts" as used herein includes, without limitation, all of Guarantor's accounts receivable arising out of the sale or lease of Inventory or other goods or out of the rendering of services), whether or not specifically assigned to Snap-on Credit;

(3) All of Company's or Guarantor's (as applicable) Inventory (the term "Inventory" as used herein includes, without limitation, all of Company's or Guarantor's goods held for sale or lease or being processed for sale or lease, including all materials, work-in-process, finished goods, supplies and other goods customarily classified as inventory), including Inventory at any time in the possession of any bailee;

(4) All of Company's or Guarantor's (as applicable) business equipment (the "Equipment");

(5) All of Company's or Guarantor's (as applicable) goods, vehicles, (including Company's or Guarantor's van or truck, and to the extent allowed by law without requirement to specify particular VIN numbers of such vehicles) furnishings and fixtures wherever located but only to the extent that such items are used primarily in connection with Company's or Guarantor's (as applicable) Snap-on Business;

(6) All of Company's or Guarantor's (as applicable) cash, negotiable instruments, documents of title, warehouse receipts, chattel paper, general intangibles, securities, leases, contract rights, certificates of deposit, deposit accounts, cash equivalents, interest or dividends on any of the foregoing, insurance claims, patents, trademarks, good will and other property of any kind or description, wherever now or hereafter located, but only to the extent that such items are used primarily in connection with Company's or Guarantor's (as applicable) Snap-on Business; and

Without limiting the foregoing, all substitutions, renewals, improvements and replacements of, and additions and accessions to, the foregoing, and all products and proceeds of the foregoing, including, without limitation, all of the proceeds in any form of Company's or Guarantor's (as applicable) Accounts and Inventory, whether specifically assigned to Snap-on Credit or not. Notwithstanding the foregoing, if Guarantor is an individual, Guarantor's residence, personal, family or household goods and assets not related to or used primarily in connection with Company's or Guarantor's (as applicable) Snap-on Business are specifically excluded from the definition of "Collateral." The terms used herein to identify the Collateral shall have the respective meanings assigned to such terms as of the date hereof in the Uniform Commercial Code, as amended, in effect in the state listed in the introductory paragraph as Company's address (the "UCC"). The security interest granted hereby shall continue to attach to the Collateral notwithstanding any sale, exchange or other disposition of the Collateral by Company or Guarantor (as applicable), except for Inventory sold in the ordinary course of business. The security interest herein granted is to secure the payment of all of Guarantor's obligations to guarantee payment and/or performance to Snap-on Credit of all of the Liabilities; all costs and expenses, including attorneys' fees, paid or incurred by Snap-on Credit in collecting or obtaining payment or performance of any Liabilities or in enforcing Snap-on Credit's rights under or with respect to any agreement or collateral or other security in connection with any Liabilities, or in enforcing this Guarantee and the performance of all of Guarantor's obligations to Snap-on Credit hereunder; and any and all other obligations of Company or Guarantor to Snap-on Credit of every kind and description, direct or indirect, absolute or contingent, due or about to become due, now existing or hereafter arising.

(c) waives any rights that the Guarantor may have against Company or with respect to the Liabilities or any collateral or other security therefore by reason of any one or more payments or acts in compliance with the obligations of the Guarantor under this Guarantee.

Snap-on Credit may, without notice, sell, assign or transfer all or any of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of, or any participant in, any of the Liabilities shall have the rights, powers and benefits granted to Snap-on Credit in this Guarantee, including the right to enforce this Guarantee by suit or otherwise.

In the event that a claim (a "repayment claim") shall be made upon Snap-on Credit at any time for repayment of any amount received by Snap-on Credit in payment of any of the Liabilities, whether received from Company or the Guarantor, or received as the proceeds of collateral, or otherwise, by reason of: (a) any judgment, decree or order of any court or administrative body having jurisdiction over Snap-on Credit or any of its property; or (b) any settlement or compromise of any such repayment claim effected by Snap-on Credit with the claimant (including Company), the Guarantor shall remain liable to Snap-on Credit for any amount repaid pursuant thereto to the same extent as if such amount had never originally been received by Snap-on Credit, notwithstanding any termination hereof or the cancellation of any note or other instrument evidencing any of the Liabilities.

Mediation. Except as otherwise provided in the provisional remedies below the parties agree to attempt to resolve any controversy or disputes arising out of or relating to this Guarantee including, but no limited to by non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides. The mediator will be mutually agreed upon by the Franchisee and Snap-on Credit, and Snap-on Credit will pay the costs of the mediator and for the location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

Arbitration. Except as otherwise provided in the provisional remedies below, any controversy or dispute arising out of or relating to this Guarantee including, but not limited to, any claim by Guarantor, or any person in privity with or claiming through, on behalf of or in the right of Guarantor, concerning the entry into, performance under, or termination of, this Guarantee; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on Credit; any claim of breach of this Guarantee or any agreement between the parties or their respective affiliates (whether existing before or after this Guarantee); and any claims arising under state or federal laws, including any statutes, rules, or regulations, will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members,

successors and assigns. In no event will persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on Credit.

A party's failure or refusal to resolve the controversy or dispute through mediation under mediation provision above will not otherwise affect either party's obligation to arbitrate the dispute or controversy under this arbitration provision. A demand for arbitration must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this arbitration provision will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seg.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars ($75,000.00), Snap-on Credit will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars ($7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars ($75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a significant owner of a Corporate Franchisee) for the last three (3) tax years; (5) production by Snap-on Credit of Franchisee's statements of account balance with Snap-on Credit for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The award or decision by the arbitrator will be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of, Franchisee, and therefore Franchisee and Snap-on Credit agree that (i) arbitration under this arbitration provision will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this arbitration provision is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this arbitration provision, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this arbitration provision.

Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies will not be deemed to be a waiver of either party's right to compel arbitration. Any such action will be brought by Snap-on Credit or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

This Guarantee shall be deemed to have been delivered and made and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws (without regard to the conflicts of laws provisions) of the State of Illinois in which the Snap-on Credit's office is located, except to the extent the Federal Arbitration Act governs the provisions of any arbitration agreement herein. Whenever possible, except as otherwise provided above, each provision of this Guarantee shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guarantee shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the

remainder of such provision or the remaining provisions of this Guarantee. This Guarantee shall be binding upon the Guarantor and upon the heirs, legal representatives and successors of the Guarantor, and shall inure to the benefit of Snap-on Credit, its legal representatives, successors and assigns.

If this Guarantee (including any counterpart hereof) is signed by more than one Guarantor, the liability of each Guarantor shall be joint and several, and each reference herein to the Guarantor shall be deemed to refer to each such Guarantor. In furtherance and not in limitation of the rights and remedies of Snap-on Credit hereunder or at law, Snap-on Credit may proceed under this Guarantee against any or all Guarantors in its absolute and sole discretion for any Liabilities or other obligations of Company arising hereunder. No release, discharge or modification of the obligations of, or the collateral provided by, any party liable on this Guarantee shall affect the obligations of any other party on this Guarantee.

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be executed and delivered:

_____

(Individual Signature of Guarantor)

Printed Name: _____, an individual Dated _____

APPENDIX I.3.D

Snap-on Credit

Easy and Convenient Payment Method
Automated Payment Plan

I (we) (hereafter, the "Account Holder") authorize Snap-on Credit LLC hereafter called (SOC"), to initiate debit entries to my (our) account as set forth below (the "Account"). Account Holder authorizes the financial institution named on the attached voided check, or otherwise identified below, hereafter called "Bank", to honor entries initiated by SOC and debit the same to such Account and/or to correct any errors. This authority is to remain in force and effect until the schedule of payments is completed or until SOC and/or Bank have received notification of its termination. To terminate this authority, Account Holder must call or write Bank, or call or write SOC at 1-888-846-8122 or the address shown below, in time to receive the request 3 business days or more before the payment is scheduled to be made. If Account Holder calls the Bank, they may also require the request be made in writing and to provide it within 14 days after the call.

Account Holder hereby authorizes Bank to pay and charge to the Account, electronic fund transfers or other forms of pre-authorized check or withdrawal order transfers initiated by SOC and its assigns to its own order in the amount of the Weekly Deduction set forth below or in such other authorized amounts as may be due from time to time, which may be more than the weekly Deduction and may include interest or fees charged to my account. If SOC charges the Account authorized amounts in excess of the authorized Weekly Deduction, SOC will tell Account Holder 10 days before each payment, when it will be made and how much it will be.

Account Holder understands that regardless of this Direct Debit authorization, liability to SOC and its assigns continues for any sums due under any agreement with them which are not otherwise available for automatic withdrawal from the Account. In addition, should the Bank assess any charges, fees, or penalties due it as a result of SOC's withdrawal requests from the Account for the purposes set forth in this Agreement, or should SOC assess fees and charges to my account (such as late fees or NSF fees for dishonored payments). Account Holder confirms responsibility for and shall pay such charges, fees, or penalties directly to the Bank or SOC as applicable. If the balance owed on a final payment is less than the specified Weekly Deduction, SOC may reduce such payment withdrawal request accordingly.

Weekly Deduction: **$«AmtRegPmt»**

Fill in your bank information to Authorize Direct Debit payments:
Bank Name _____

Routing Number: _____ **Routing Number:** _____

Account Number: **Account Number:** ____ _____

Anticipated Starting Date: **«FirstPmtDueDT»***

*This date is approximate. The actual start date is determined when your loan is funded, at that time you will be sent a notification as to what day we will start to initiate debits to your account.

ACCOUNT HOLDER
«FFLLCName»

_____
«DesignatedOwner», «FFTitle»

APPENDIX I.3.E

ASSIGNMENT OF LOAN AND FRANCHISEE SERVICING AGREEMENT

THIS ASSIGNMENT is made as of the Effective Date below, by and between the undersigned Individual Franchisee ("**Individual Franchisee**") and the Franchisee Entity ("**Franchisee Entity**").

RECITALS

On _____ Individual Franchisee entered into a Snap-on Tools Franchise Agreement with Snap-on Tools Company LLC, its predecessor Snap-on Tools Company, or Snap-on Incorporated or its predecessor ("**Snap-on**").

Individual Franchisee has assigned or will contribute, sell, or assign its business assets to Franchise Entity, and on _____, Franchise Entity entered or will enter into a new franchise agreement with Snap-on.

Individual Franchisee desires to assign to Franchise Entity all of Individual Franchisee's rights and obligations in any and all of the following agreements, to the extent Individual Franchisee has entered into such agreements: (a) a Franchisee Servicing Agreement with Snap-on Credit LLC ("**Snap-on Credit**") or a Credit Agreement or a Credit and Lease Agreement with Snap-on (which agreement was subsequently assigned by Snap-on to Snap-on Credit); (b) an Easy and Convenient Payment Method Automated Payment Plan; and (c) a Loan and Security Agreement and a Promissory Note of even date therewith, together with any amendment and replacement Promissory Notes or additional Promissory Notes. The agreements referred to in the preceding sentence are hereinafter referred to as the "**Credit Agreements**".

The Credit Agreements may be assigned only upon Snap-on Credit's prior written consent.

Individual Franchisee and Franchise Entity are executing this Assignment in order to obtain Snap-on Credit's approval.

AGREEMENT

1. ***Assignment***. Individual Franchisee assigns to Franchise Entity all of Individual Franchisee's rights and obligations in the Credit Agreements. Franchise Entity assumes and agrees to perform all duties of Individual Franchisee under the Credit Agreements, including, without limitation, payment of all monies owed, or that become owed, to Snap-on Credit. Franchise Entity grants Snap-on Credit a security interest to the same extent Individual Franchisee has done so in any of the Credit Agreements.

2. ***Individual Franchisee's Continuing Responsibilities; Guarantee***. Notwithstanding the assignment of the Credit Agreements to Franchise Entity: (a) Individual Franchisee agrees that the term "Franchisee" as used in the Credit Agreements shall include Individual Franchisee as well as Franchise Entity; and (b) Individual Franchisee agrees that the provisions contained in the Credit Agreements shall be binding upon Individual Franchisee (both during the term of, and after termination or expiration of, the Credit Agreements) to the same extent as if Individual Franchisee continued as Franchisee under the Credit Agreements. In addition, in consideration of the execution of this Assignment by Snap-on Credit, Individual Franchisee unconditionally and irrevocably guarantees the performance of each and every covenant and agreement of Franchise Entity contained in each of the Credit Agreements (both during the term of, and after termination or

expiration of, the Credit Agreements), including, without limitation, all obligations to pay monies to Snap-on Credit.

Individual Franchisee agrees that Snap-on Credit may seek to enforce the terms of this guarantee against Individual Franchisee without instituting suit against Franchise Entity and without joining Franchise Entity in any suit against Individual Franchisee. Individual Franchisee further agrees that the obligations under this guarantee shall remain in full force and effect and shall not be altered or released by: (a) assignment or other transfer of any of the Credit Agreements by either party; or (b) amendment of any of the Credit Agreements; or (c) termination or expiration of the Credit Agreements; or (d) any release, accommodation or waiver granted by Snap-on Credit to Franchise Entity or any successor of Franchise Entity.

3. ***Representations***. Individual Franchisee and Franchise Entity represent to Snap-on Credit that (a) Franchise Entity is newly organized; (b) that Individual Franchisee owns more than 50% of the outstanding stock or membership interests of Franchise Entity; (c) that the person signing on behalf of Franchise Entity is duly authorized; and (d) that neither this Assignment, nor Snap-on Credit's consent to this Assignment, shall modify any provisions of any of the Credit Agreements, except as specifically provided herein.

4. ***Effective Date***. This Assignment shall not be effective until signed by Snap-on Credit. Snap-on Credit shall not sign this Assignment and this Assignment shall not be effective until Individual Franchisee and Franchise Entity deliver all of the following to Snap-on Credit: (a) Originally executed copy of this Assignment duly signed by Franchise Entity and Individual Franchisee; (b) a copy of the resolution of Franchise Entity's governing body, Board of Directors, members, or manager, as applicable, authorizing assumption of the Credit Agreements, which shall be certified as correct; (c) all documentation requested by Snap-on Credit to protect the security interest granted Snap-on Credit by Franchise Entity; (d) satisfactory evidence from Snap-on Tools Company LLC of its approval of the entry into the Franchise Agreement by Franchise Entity; and (e) any other documentation reasonably requested by Snap-on Credit.

The parties have duly executed this Assignment as of _____ (the “Effective Date”).

FRANCHISE ENTITY:

[CORPORATE NAME]

By: _____

Name: _____

Its: _____

INDIVIDUAL FRANCHISEE:

[OWNER NAME]

By: _____

Name: _____

Snap-on Credit consents to this Assignment on _____.

SNAP-ON CREDIT LLC

By: _____

Name: _____

Its: _____

APPENDIX I.4

Snap-on Credit

PROMISSORY NOTE

For value received, the undersigned ("Borrower") hereby promises to pay to the order of Snap-on Credit LLC ("Lender") the principal sum of $_____, together with interest thereon at the rate of ____% per annum (calculated on the basis of a 365-day year), with interest accrual beginning on the date Lender advances funds hereunder. Principal and interest shall be payable in _____ weekly installments consisting of principal and interest of $_____, commencing on the first Monday following the passing of ninety (90) calendar days from the date Lender advances funds hereunder (the “Payment Start Date”). Borrower will continue to make installment payments on the same day of each successive week thereafter. The last installment shall be an amount equal to any remaining unpaid balance, together with all accrued and unpaid interest and any and all other sums due hereunder (if not sooner due or paid), and shall be immediately due and payable in full on the first Monday occurring _____ weeks after the Payment Start Date (the “Final Payment Date”).

Following the advancement of funds by Lender, Lender shall issue a Final Repayment Confirmation (a “Final Confirmation”) specifying (1) the date the funds were advanced, (2) the principal balance of this Note, (3) the Payment Start Date, and (4) the Final Payment Date.

After the occurrence of an Event of Default and for so long as such Event of Default continues, Borrower promises to pay Lender interest on the unpaid principal amount hereof and on all other Borrower's Liabilities at a rate per annum that is equal to the interest rate specified above plus four percent (4%); provided, however, such rate shall not exceed the highest rate permitted by applicable law.

This Note is issued pursuant to, secured by and is subject to all of the terms and provisions of, the Loan and Security Agreement dated as of _____ between Borrower and Lender, as such Loan and Security Agreement may be amended from time to time (the "Loan and Security Agreement), the terms and provisions of which are hereby incorporated by reference.

A mandatory acceleration and/or prepayment may be required in accordance with the terms of the Loan and Security Agreement. For a statement of the terms and conditions under which the maturity of this Note may be accelerated, reference is made to the Loan and Security Agreement. Capitalized terms used herein and not otherwise defined herein are used with the meanings attributed to them in the Loan and Security Agreement.

Borrower may prepay this Note in full or in part without penalty at any time. Prepayments will be applied first to any accrued but unpaid fees or interest and the remainder, if any, will be applied to reduce principal in inverse order to maturity.

Borrower represents, warrants and covenants that (a) this Note evidences a Loan for business and commercial purposes; (b) the proceeds of the Loan evidenced by this Note have not and will not be used for personal, family or household purposes; (c) neither this Note nor any other Borrower's Liabilities violates the provisions of the usury laws or any other applicable laws governing interest rates of any state having jurisdiction over this Note, Borrower's Liabilities or the Loan and Security Agreement; (d) neither this Note nor any other Borrower's Liabilities is subject to Regulation Z of the Board of Governors of the Federal Reserve System.

Borrower hereby waives demand, presentment, protest, and notice of demand, nonpayment or dishonor with respect to this Note. Borrower agrees to pay all reasonable costs of collection of this Note and any other Borrower's Liabilities, all reasonable costs in connection with the use, custody, protection and sale of the Collateral and all reasonable costs paid or incurred in enforcing or preserving any of Lender's rights hereunder or in connection with any transaction or proceeding in which Lender may become concerned or involved by reason of its interest in this Note or any other Borrower's Liabilities or any action by Borrower, in each case including reasonable attorneys' fees and costs, all promptly on demand of Lender or other person incurring the same. Lender shall not (by act, delay, omission or otherwise) be deemed to have waived any of its rights or remedies hereunder, or any provision hereof, unless such waiver is in writing signed by Lender, and any such waiver shall be effective only to the extent specifically set forth therein; and a waiver by Lender of any right or remedy under this Note on any one occasion shall not be construed as a bar to or waiver of any such right or remedy which Lender would otherwise have had on any future occasion.

All payments under this Note shall be made in immediately available funds by Borrower to Lender at Lender's offices at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 ("Lender's Principal Office") or at such other location as Lender may designate.

This Note shall be deemed to have been delivered and made at Libertyville, Illinois, shall not be effective until received and accepted by Lender in Libertyville, Illinois, and it is the intent of the parties that this Note shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws (without regard to the conflicts of laws provisions) of the State of Illinois. Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. Whenever in this Note reference is made to Lender or Borrower, such reference shall be deemed to include, as applicable and to the extent permitted by the Loan and Security Agreement, a reference to their respective successors and assigns, and the provisions of this Note shall be binding upon and shall inure to the benefit of such successors and assigns, including, without limitation, a receiver, trustee or debtor in possession of or for Borrower.

Lender may at any time transfer this Note and Lender's rights in any or all of the Collateral. Any transfer by Lender of its rights in any Collateral shall relieve Lender from all liability with respect to such Collateral.

BORROWER
{Name of Borrower}

By:_____

_____
(Print Name and Title)

Date: _____

APPENDIX I.5

SNAP-ON TOOLS
SOFTWARE LICENSE, MAINTENANCE AND DEVELOPMENT AGREEMENT

THIS SOFTWARE LICENSE, MAINTENANCE AND DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into by Snap-on Tools Company LLC ("**Snap-on**") and Licensee (defined below). This Agreement also refers to Snap-on and Licensee individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

Snap-on has developed and owns a point of sale computer software application with encryption functionality used for transmitting sales and other franchise business information to Snap-on ("**Licensed Products**," as further described below).

Licensee wishes to use the Licensed Products in operating its business and Snap-on is willing to license the Licensed Products to Licensee for Licensee's use in transmitting sales information to Snap-on.

AGREEMENT

1. DEFINITIONS.

1.1 "Affiliate" means an entity controlled by, under the control of or under common control with a Party. For purposes of this definition, "control" means having the direct or indirect beneficial ownership of a voting interest of at least fifty (50) percent.

1.2 "Licensed Location" means the mobile store identified in Schedule A.

1.3 "Licensed Products" means the computer software programs identified in Schedule A (as Schedule A is supplemented or amended from time to time by the Parties), any software updates supplied by Snap-on, the media in which the programs are delivered, and the associated documentation (including published product specifications and user manuals, whether available in hard copy or available on a website).

1.4 "Licensee" means the Snap-on Affiliate or Snap-on franchisee identified in Schedule A.

1.5 "Third Party Packages" means the third party software programs and libraries distributed with the Licensed Products.

2. SOFTWARE LICENSE.

2.1 Grant. Subject to the terms and conditions of this Agreement, Snap-on grants to Licensee a limited, non-exclusive, non-transferable license to install, run, access and otherwise use the Licensed Products at the Licensed Locations for Licensee's internal business purposes. Nothing in this Agreement grants Licensee any other rights to use, distribute or sublicense the Licensed Products.

2.2 Restrictions.

A. The Licensed Products may only be used by the Licensee and Licensee's authorized personnel and independent contractors solely for Licensee's own internal business purposes;

B. Licensee may not modify, reverse engineer, disassemble, decompile, recompile, sell, lease, sublicense, assign or otherwise transfer the Licensed Products;

C. The Licensed Products may not be used for the operation of any timesharing, service bureau, rental service, subscription service, hosting, outsourcing or similar activity for the benefit of a third party;

D. Licensee acknowledges that the laws and regulations of the United States may restrict the export and re-export of certain commodities and technical data of United States origin, including the Licensed Products in any medium. Licensee will not export or re-export the Licensed Products in any form without the appropriate United States or foreign government licenses. If Licensee becomes aware of any violation of applicable export laws related to the Licensed Products, Licensee must promptly report the details of such violations to Snap-on. Licensee's obligations pursuant to this section will survive and continue after any termination or expiration of rights under this Agreement;

E. Licensee must ensure the Licensed Products are installed on hardware in accordance with Snap-on's specifications, and maintain an internet connection to allow Snap-on remote access to the Licensed Products. Snap-on may access the Licensed Products remotely as deemed reasonably necessary by Snap-on, including to retrieve data, provide support and maintenance, and suspend or terminate Licensee's access to the Licensed Products as permitted under this Agreement;

F. Licensee may not remove any of Snap-on's or any other third party's copyright, trademark and other proprietary notices on or in the Licensed Products;

G. Licensed Products may not be transferred to another device, except for a temporary transfer in the event of a computer malfunction or to a replacement device;

H. Licensed Products may not be duplicated except for a sufficient number of copies for Licensee's licensed use;

I. Licensee may not disclose, or allow access to, the Licensed Products to any third party, except as provided in Section 2.2.A.; and

J. Licensee may not publish the results of any benchmark tests run on the Licensed Products.

3. OWNERSHIP.

3.1 Licensed Products. Snap-on, and its licensors, own the Licensed Products and reserve ownership and all intellectual property rights in the Licensed Products and any metadata generated by the use of the Licensed Products. To the extent Licensee has or later obtains any intellectual property rights in or to the Licensed Products, or any update, upgrade, modification or enhancement, by operation of law or otherwise, Licensee hereby disclaims those rights and hereby assigns all right, title and interest in and to those rights to Snap-on. Licensee will provide reasonable assistance to Snap-on to give effect to such assignment.

3.2 Licensee Data. Licensee will own any customer information it places into the Licensed Products ("**Licensee Data**"). Licensee grants Snap-on a nonexclusive, perpetual, world-wide license to view, use and modify the Licensee Data for Snap-on's business purposes, including without limitation, to create reports, improve the Licensed Products, and to use, modify and incorporate the Licensee Data in business intelligence or development, or in connection with the development of other products and services. Snap-on may transfer Licensee Data to third parties that provide services to Snap-on, provided that the third party may only view, use or modify

the data for Snap-on's business purposes and for Snap-on's or Licensee's benefit. This Section 3.2 survives termination or expiration of this Agreement.

3.3 Third-Party Packages. The Licensed Products are distributed with Third Party Packages. Licensee's use of the Third Party Packages is subject to the terms and conditions of

their specific license agreements, including any disclaimers of warranties and limitations of liability, and, if specified in the Third Party license agreement, the terms in Schedule B.

3.4 Services. During the term of this Agreement, Snap-on will provide the following support for the Licensed Products: (i) a commercially reasonable amount of technical advice on the Licensed Products, which will be provided via a toll-free telephone number during Snap-on's regular business hours or other reasonable hours as determined by Snap-on; (ii) updates and upgrades for the Licensed Products if and when updates and upgrades become generally available; and (iii) training on the use of the Licensed Products, which will be provided at times and in manner determined by Snap-on.

4. FEES.

4.1 Fee Payment. In consideration for the rights granted under this Agreement, the Licensee will pay to Snap-on the fees set forth in Schedule A. Amounts are payable in U.S. dollars. All fees are invoiced on a monthly basis and will be payable in accordance with Snap-on's then-current standard terms of payment. Licensee will not have, and hereby waives, any right to set off amounts claimed from Snap-on against amounts due under this Agreement. Snap-on reserves the right to charge interest on any past due amounts no higher than the highest interest rate permitted by applicable law.

4.2 Fee Updates. Snap-on reserves the right to prospectively change the fees set forth in Schedule A upon thirty (30) days prior notice to Licensee, which may be provided electronically and without sending a confirmation copy in another form. Snap-on also reserves the right to change the fees set forth in Schedule A if Licensee requests any additional Licensed Products or services from Snap-on under this Agreement.

5. AUDIT. Snap-on has the right to inspect the Licensee's relevant records to verify Licensee's compliance with Section 2 of this Agreement. Any audit will be at Snap-on's cost.

6. WARRANTIES.

6.1 Licensee Warranties. Licensee will comply with all applicable local, state, federal and other governmental laws, rules, regulations and ordinances, including without limitation any export control laws, rules and regulations, and any applicable cybersecurity and data privacy laws, rules and regulations. Licensee is not in violation of any applicable laws or regulations, excluding those violations that alone or in the aggregate do not, and will not, have a material adverse effect on its business or assets or its ability to perform its obligations under this Agreement. Licensee will use the Licensed Products as set forth in this Agreement solely for lawful purposes. Licensee has and will maintain industry standard software to protect the Licensed Products from viruses, Trojan horses, and other malicious code and will use firewall and other reasonable security measures to protect the Licensed Products from unauthorized access.

6.2 Snap-on Warranties.

A. Licensed Products. For a period of ninety (90) days following the date of delivery of the Licensed Products (the "**Warranty Period**") to Licensee, the Licensed Products will perform in all material respects in accordance with Snap-on's documentation for the Licensed

Products in effect as of the date of delivery of the Licensed Products. The use of Licensee Data is further subject to Snap-on's privacy policy available at https://www.snapon.com/en/us-can/privacypolicy/franchisee, as it may be updated from time to time.

B. Services. Any services provided under this Agreement will be performed in a professional and workmanlike manner.

C. Remedies. If the foregoing warranties are breached, Licensee will provide written notice of the alleged breach to Snap-on within the Warranty Period and, as Licensee's sole and exclusive remedy and Snap-on's sole and exclusive obligation, Snap-on, at Snap-on's option and at no additional charge to the Licensee, will (A) use commercially reasonable efforts to correct any non-conformity; (B) provide a mutually acceptable plan for correction within sixty (60) days following the receipt of Licensee's notice to Snap-on; or (C) terminate this Agreement and refund the amounts paid by Licensee under this Agreement for the non-conforming Licensed Products or services.

D. Exclusions. The above warranties will not apply to Licensed Products that have been altered or modified or used in a manner that does not conform to Snap-on's written instructions, documentation or the provisions of this Agreement.

6.3 Disclaimer. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SNAP-ON DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. SNAP-ON DOES NOT WARRANT THAT LICENSEE'S USE OF THE LICENSED PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR UNINTERRUPTED.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL SNAP-ON, OR ITS LICENSORS, BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF BUSINESS, OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF SNAP-ON HAS BEEN ADVISED OF THOSE DAMAGES OR THOSE DAMAGES WERE FORESEEABLE. SNAP-ON'S LIABILITY ON ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE IN ANY DEGREE), WARRANTY, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO ANY LICENSED PRODUCTS OR ANY SERVICES HEREUNDER WILL IN NO CASE EXCEED THE LESSER OF (I) FEES ALLOCABLE TO THE LICENSED PRODUCTS GIVING RISE TO THE CLAIM OR (II) AMOUNTS PAID OR DUE TO SNAP-ON IN ACCORDANCE WITH THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE OCCURRENCE GIVING RISE TO THE CLAIM.

8. FORCE MAJEURE. The Parties are excused from non-performance under this License Agreement (except as to any payment obligations), to the extent the non-performance is caused by an act of nature, war, terrorism, public enemy, or civil disobedience; epidemic, or quarantine restriction; blockade; strike, labor disputes; sabotage; explosion; or a change in law, rule, or regulation or other situation beyond the affected Party's reasonable control.

9. INFRINGEMENT.

9.1 Indemnity. Subject to Section 7 (Limitation of Liability), Snap-on will defend and indemnify Licensee from any costs, damages, liabilities, or expenses (including reasonable attorneys' fees) suffered or incurred by Licensee as a result of third-party claims that Licensee's authorized use of the Licensed Products infringes any third party patent, copyright or trade secret rights if (A) Licensee notifies Snap-on without undue delay in writing of the claim; (B) Snap-on has sole control of the defense, compromise or settlement of the claim; and (C) Licensee provides

Snap-on, at Snap-on's expense, all available information, assistance and authority to enable Snap-on to do so. If Snap-on reasonably anticipates claim or the Licensed Products are found to be infringing, then, at Snap-on's option, it will promptly either (i) secure for Licensee, at Snap-on's expense, the right to continue to use the Licensed Products; (ii) replace or modify the Licensed Products, at Snap-on's expense, so that the Licensed Products become non-infringing; or (iii) terminate this Agreement and return any prepaid license fees, if any.

9.2 Exclusions. Snap-on will have no liability for any claims of infringement that arise from or are the result of (i) the use of Licensed Products in a manner that does not conform to Snap-on's written instructions, documentation or the provisions of this Agreement, (ii) the use of software, hardware or other products in combination with the Licensed Products, or (iii) modifications of the Licensed Products not expressly authorized in writing by Snap-on.

9.3 Sole Remedy. The remedies in this Section 9 are Licensee's sole and exclusive remedies and Snap-on's sole and exclusive obligations with respect to any claim by a third party that licensed products infringe a patent, copyright or trade secret.

10. TERM AND TERMINATION.

10.1 Term. The term of this Agreement will begin on the date set forth in Schedule A, and will remain in effect until terminated as provided herein.

10.2 Termination – In General. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party.

10.3 Termination for Cause – Change in Relationship. If Licensee is no longer a Snap-on franchisee, this Agreement will automatically terminate with the termination of the Franchise Agreement that was signed by the Parties. If Snap-on no longer offers or supports the Licensed Products and the Third Party Packages, Snap-on may terminate this Agreement effective upon thirty (30) days prior written notice to Licensee.

10.4 Termination for Cause – Bankruptcy. Snap-on may terminate this Agreement effective immediately and without any prior notice to Licensee, if any of the following occur: (A) Licensee files a petition in bankruptcy or is adjudicated a bankrupt; (B) a petition in bankruptcy is filed against Licensee and Licensee does not have the petition dismissed within thirty (30) days of its filing; (C) Licensee becomes insolvent or makes an assignment for the benefit of its creditors or makes an arrangement pursuant to any bankruptcy law; (D) Licensee discontinues all or substantially all of its business; or (E) a receiver is appointed for Licensee or its business.

10.5 Effect of Termination. Upon termination of this Agreement, Licensee will immediately discontinue use of the Licensed Products and will at its own expense, within five (5) calendar days after termination of this Agreement: (A) return to Snap-on the original and all copies of the Licensed Products in any form that Licensee has in its possession, custody or control, with a certification by the Licensee, or officer of Licensee (if Licensee is a corporation, limited liability company or other legal entity), attesting that none of the foregoing has been retained by Licensee; or (B) destroy the same and provide Snap-on with a written certification from Licensee, or officer of Licensee (if Licensee is a corporation, limited liability company or other legal entity) attesting to the destruction, as Snap-on requests. In addition, upon termination of this Agreement, Snap-on may remotely disable Licensee's access to the Licensed Products.

11. DISPUTE RESOLUTION.

11.1 Mediation. Except as otherwise provided in Section 11.3, the parties agree to attempt to resolve any controversy or disputes arising out of or relating to this Agreement, including but not limited to, any claim by Licensee, or any person in privity with or claiming through, on behalf of or in the right of Licensee, by non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Licensee, or any person in privity with or claiming through, on behalf of or in the right of Licensee and not to issues that affect Snap-on franchisees generally. Any mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Licensee resides. The mediator will be agreed upon by the Licensee and Snap-on, and Snap-on will pay the costs of the mediator and for the location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

11.2 Arbitration. Except as otherwise provided in Section 11.3., any controversy or dispute arising out of or relating to this Agreement, the franchise business or Franchisee's relationship with Snap-on, including but not limited to, any claim by Licensee, or any person in privity with or claiming through, on behalf of or in the right of Licensee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on; any claim of breach of this Agreement; and any claims arising under or relating to state or federal laws, including the common law (for example, tort or contract claims), or any statutes, rules, or regulations, will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute unless prohibited under applicable state law. Persons in privity with or claiming through, on behalf of or in the right of Licensee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event will persons in privity include other Snap-on licensees who have signed separate license agreements with Snap-on.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 11.1. will not otherwise affect either party's obligation to arbitrate the dispute or controversy under this Section 11.2. A demand for arbitration must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 11 will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seg.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Licensee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Licensee resides, Licensee may cause the arbitration to be held within Licensee's state of residence at a place mutually convenient to the

parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars ($75,000.00), Snap-on will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars ($7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars ($75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Licensee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Licensee of tax returns filed by Licensee (including tax returns for a significant owner of Licensee) for the last three (3) tax years; (5) production by Snap-on of Licensee's statements of account balance with Snap-on for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The award or decision by the arbitrator will be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Licensee, or any person in privity with or claiming through, on behalf of or in the right of, Licensee, and therefore Licensee and Snap-on agree that (i) arbitration under this Section 11 will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class, or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the

Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this Section 11 is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 11, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 11.

BY SIGNING BELOW, THE PARTIES AGREE THAT THEY ARE REQUIRED TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AS SET FORTH IN THIS SECTION 11 AND ARE LIMITED IN THE MANNER IN WHICH THEY CAN SEEK RELIEF, INCLUDING THAT THEY EACH SPECIFICALLY WAIVE THEIR RIGHT TO BRING SUCH CLAIMS IN A COURT OF LAW AND TO HAVE A TRIAL BY JURY.

11.3 Provisional Remedies. Each Party will have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after mediation or arbitration. Neither Party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies will not be deemed to be a waiver of either Party's right to compel arbitration. Any such action will be brought by Snap-on or Licensee in the county (or similar political unit) or federal judicial district where Licensee resides, or where any property that may be the subject of the action is located. The Parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

12. GOVERNING LAW. Except to the extent that the Federal Arbitration Act may apply in accordance with Section 11 above, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Licensee's List of Calls (as defined under Licensee Franchise Agreement) is located or if the List of Calls is located in more than one state in which the majority of the stops on the List of Calls is located at the time the Franchise Agreement is executed. The Uniform Computer Information Transaction Act, as adopted by various states, will not apply to this Agreement. The Parties expressly disclaim the application of the United Nations Convention for the International Sale of Goods.

13. INDEPENDENCE. The relationship created by this Agreement is that of licensor and licensee. Nothing in this Agreement creates or will be construed to create or constitute a partnership, joint venture, agency or employment relationship between the Parties.

14. ASSIGNMENT. This Agreement is personal to Licensee and may not be assigned or delegated by Licensee without the prior written consent of Snap-on. If Licensee grants a security interest in the Licensed Products, the secured Party has no right to use or transfer the Licensed Products. Any assignment made without such consent is void.

15. NOTICE. Except as otherwise stated in this Agreement as to specific notices, any other notices, reports, approvals, or other communications under this Agreement ("**Notices**") must be in writing and sent by one of the following methods to Snap-on or Licensee at the appropriate address set forth in Schedule A: (A) personal delivery; (B) mail, with postage prepaid; (C) nationally or internationally recognized overnight courier service (e.g., UPS), with all fees prepaid; or (D) facsimile or e-mail, provided that a confirmation copy is sent by mail. A Party may change its address for Notices (or that of its designated recipient) by written notice to the other Party. Notices are effective as follows: actual receipt after sending by personal delivery; three (3) days after sending by mail; the next day after sending by overnight courier; and the same day if sending by facsimile or e-mail.

16. AGREEMENT. This Agreement includes the Schedules and Exhibits and contains the entire understanding between the Parties and supersedes all prior agreements and understanding relating to the subject matter of this Agreement. This Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party, except for those that are expressly contained in this Agreement.

17. AMENDMENT. This Agreement may not be amended or modified orally and no provision may be waived except by a further instrument in writing, signed by the Party against whom enforcement of any waiver, amendment, modification or discharge is sought.

18. SEVERABILITY. In additional to severability as provided in Section 11, if any part of this Agreement is determined to be invalid, illegal or unenforceable, that part will be deemed omitted and the remainder of this Agreement will continue in full force in a manner that gives effect to the Parties' intent.

19. THIRD PARTY BENEFICIARIES. Oracle America, Inc., a licensor to Snap-on under this agreement, is a third party beneficiary to Snap-on's rights and remedies (but not obligations) under this Agreement.

20. INTERPRETATION. The headings and subheadings used in this Agreement are for convenient reference only and do not constitute a part of this Agreement. The headings and sub-headings are not for use in construing or interpreting this Agreement. The word "including" means "including but not limited to."

IN WITNESS THEREOF, the Parties hereby execute this Agreement by their duly authorized representatives.

SNAP-ON TOOLS COMPANY LLC	**LICENSEE:**
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE A

Additional Software License and Licensed Products Terms

Licensee: _____

Licensed Products / Number of Licenses / License Fee:

Licensed Products	Number	Fee (note if one-time or recurring)
Snap-on point of sale suite of products, including CHROME, CHROME EXPRESS and CHROME EXPRESS PLUS		$2,400.00 license fee (one time, per license)

Snap-on will provide the support services under Section 3.4 to Licensee during the term of this Agreement, provided that Licensee has paid Snap-on a maintenance and development fee in the amount of **$85.00 per month per license**.

Licensed Locations-Mobile Store:

_____

_____

_____

Term of Agreement:

Begins: _____

Notices should be sent to:

Snap-on Tools Company LLC
2801 80th Street
Kenosha, WI, 53143
Attn: Franchise Administration
Fax: 262.656.6404
E-mail: FranchiseAdministration@snapon.com

Licensee: _____
_____
_____
Attn: _____
Fax: _____
E-mail: _____

SCHEDULE B

Third Party Packages
GNU GENERAL PUBLIC LICENSE

Version 2, June 1991

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a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third Parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program and can be reasonably considered independent and separate works in themselves, then this License and its terms do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole, which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

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b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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APPENDIX I.6.A.1

RA FINANCING AGREEMENT

This RA Financing Agreement ("Agreement") is made as of the Effective Date below, between Snap-on Credit LLC, a Delaware Limited Liability Company with its principal place of business at at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 ("Snap-on Credit"), and the undersigned Franchisee ("Franchisee").

Snap-on Credit and Franchisee have entered into a FRANCHISE AGREEMENT dated as of _____ (the "Franchise Agreement"); and

In order to finance certain RA Acquisition (defined below) and/or the acquisition of additional inventory to further develop Franchisee's RA Sales, Franchisee desires to have credit extended and Snap-on Credit has agreed to extend credit for the acquisition of RA and/or purchase of additional inventory upon the terms and conditions herein.

In consideration of the Agreement set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties intending to be legally bound agree as follows:

1. Credit. From time to time for a period of six (6) months after the Effective Date of this Agreement, Snap-on Credit will extend credit to Franchisee in accordance with the terms of this Agreement for the purchase of RA Acquisition and/or the purchase of inventory from Franchisor in a total amount not to exceed the *RA Financing Program Cap* stated on the FIW, Financing Itemization Worksheet ("Credit Cap").

2. Maturity. Franchisee will repay the entire outstanding amount of such credit on the "Termination Date", which will be the earlier of (i) six (6) months after the Effective Date or (ii) the date on which the Franchise Agreement terminates for any reason.

3. Extensions of Credit. Credit for RA Acquisition in the amount of 75% of the RA accounts purchased by Franchisee will be extended at the time Franchisee purchases RA Acquisition if Franchisee did not finance the RA Acquisition through a separate loan. Additional credit will be granted weekly at 75% of the excess, if any, of RA Sales over RA Collections as recorded by Franchisee in the point of sale system and will be reflected on Franchisee's Statement. At no time, however, will the total amount of credit extended exceed the Credit Cap.

4. Repayments.

a) In the event the Franchisee's RA Sales are less than the Franchisee's RA Collections in any given week, Franchisee will be charged for 75% of the difference between RA Collections and RA Sales as recorded by Franchisee in the point of sale system and will be reflected on Franchisee's Statement as a repayment of any credit previously extended.

b) If Franchisee makes adjustments to reduce his total RA balance, Franchisee will be charged 75% of the amount of the reduction in the total RA balance made by the Franchisee, and such amount will be reflected on Franchisee's Statement as a repayment of any credit previously extended.

5. Books and Records. Franchisee will provide Snap-on Credit with an RA audit report from Franchisee's computer upon the request of Snap-on Credit. Snap-on Credit has a right to inspect Franchisee's books and records at reasonable times on twenty-four (24) hours prior notice to verify the accuracy of information submitted to Snap-on Credit. Notice under this Section 5 may be given electronically, orally or by any kind of writing.

6. Additional Definitions:

a) "RA Sales" means those sales of Products by Franchisee on which Franchisee extends credit to the customer, not including sales under any Credit or Lease Program offered by Snap-on Credit or Open Account Program offered by Snap-on Tools Company LLC ("Snap-on").

b) "RA" means the receivable arising out of an RA Sale.

c) "RA Collections" means those monies collected from customers who were sold Products as an RA Sale.

d) "RA Acquisition" means RA purchased from a predecessor franchisee or Snap-on.

7. Security Interest. The credit extended hereunder is secured by all security agreements, now or hereafter in effect, between the Franchisee and Snap-on Credit.

8. Defined Terms. Defined terms used in this Agreement and not defined herein shall have the definitions ascribed to them in the Franchise Agreement.

9. Miscellaneous.

a) This Agreement is binding upon and inures to the benefit of the respective successors, assigns, heirs, executors, administrators and legal personal representatives of Franchisee and Snap-on Credit, provided that this Agreement may not be assigned by Franchisee without the prior written consent of Snap-on Credit.

b) All notices or other communications hereunder will be in writing and will be provided in accordance with the notice provisions contained in the Franchise Agreement.

c) Any disputes arising under or relation to this Agreement will be resolved in accordance with the Dispute Resolution provisions set forth in the Franchise Agreement, which are hereby incorporated by reference as if set forth in full in this Agreement.

d) Except to the extent that the Federal Arbitration Act applies in accordance with Paragraph 9.C, this Agreement will be governed by and construed in accordance with the laws (without regard to the conflicts of laws provisions) of the state in which the List of Calls under the Franchise Agreement is located, or if the List of Calls is located in more than one state, the state in which the majority of the stops on the List of Calls is located at the time this Agreement is executed.

In witness whereof, the parties have executed this Agreement as of _____ (the "Effective Date").

FRANCHISEE
[CORPORATE NAME]

By:_____
Printed Name & Title:_____

SNAP-ON CREDIT LLC

By:_____
Printed Name & Title:_____

APPENDIX I.6.A.1

OFFER SUMMARY – RA FINANCING LOAN (CA)

<table>
<tr><td colspan="3">The calculations below assume that the amount you use the entire amount at origination, you maintain an outstanding balance of that amount for the term of this loan (6 months, unless you choose to pay it off earlier), and the amount owed to us is paid off thereafter according to the terms of the contract. Your actual costs may differ substantially.</td></tr>
<tr><td>Funding Provided</td><td>«TotAmtFin»</td><td>This is the maximum amount of funding Snap-on Credit LLC will provide. Due to deductions or payments to others, the total funds that will be provided to you directly is «AmtGivenToYou». For more information on what amounts will be deducted, please review the attached document “Itemization of Amount Financed.” «LangWithPayoff»</td></tr>
<tr><td>Estimated Annual Percentage Rate (APR)</td><td>«APR»%</td><td>APR is the cost of your financing expressed as a yearly rate. APR includes the amount and timing of the funding you receive, interest and fees you pay and the payments you make.

APR is not an interest rate. Your interest rate is 0%.</td></tr>
<tr><td>Estimated Finance Charge</td><td>«FinChrg»</td><td>This is the dollar cost of your financing.</td></tr>
<tr><td>Payment</td><td colspan="2">«TotPmtAmt»

This is our estimate of the total dollar amount of payments you will make. You will make one payment at the end of the term in accordance with your contract.</td></tr>
<tr><td>Draw Period</td><td>«PmtStream»</td><td>This is how much you will pay at the end of the Term.</td></tr>
<tr><td>Term</td><td>«Displayed_Term»</td><td></td></tr>
<tr><td rowspan="2">Prepayment</td><td colspan="2">If you pay off the financing faster than required, you will not be required to pay any portion of the finance charge other than unpaid interest accrued.</td></tr>
<tr><td colspan="2">If you pay off the financing faster than required, you will not pay additional fees.</td></tr>
</table>

Applicable law requires this information to be provided to you to help you make an informed decision. You are confirming that you have received this information.

_____ _____

Recipient Signature Date

ITEMIZATION OF AMOUNT FINANCED	
1. Amount Given Directly to You	«AmtGivenToYou»
2. This is the amount paid to Snap-on Tools for amounts owed to them by you	«AmtPdSOT»
3. Amounts paid to Snap-on Credit to pay off existing loans as of the date of this disclosure under account numbers: «AllAccts»	«SOC1_Payoff» «SOC2_Payoff» «SOC3_Payoff»
4. Amounts paid to «M_3rdParty_Name»	«M_3rdParty_Payoff»
5. Amount Provided To You on Your Behalf (1+2+3+4)	«FundProvPg2»
6. Prepaid Finance Charges	$0.00
7. Amount Financed (5 minus 6) = Funding Provided on page 1	«TotAmtFin»

APPENDIX I.6.A.1

OFFER SUMMARY – RA FINANCING LOAN (UT)

Total Amount of Funds Provided	**«TotAmtFin»**	Subject to further definition under the rules this box must say "The total amount of funds provided to the business under the terms of the commercial financing transaction"
Total Amount of Funds Disbursed	**«FundingRecd»**	The funds disbursed are less than the financing provided.
Total Amount to be paid to Provider	**«TotPmtAmt»**	This is the total amount paid to the provider under the terms of the commercial financing transaction.
Total Dollar cost of the Transaction	**«FinChrg»**	This cost is calculated by finding the difference of box 1 and box 3 above.
Manner, Frequency and Amount of each Payment	**ACH Debit, Monthly, «RegPmtAmt»**	This describes how the payments will be made, when the payments will be made and the amount of each payment. Subject to further clarification once the rules are released.
Costs or Discounts Associated with Prepayment	**Costs** **Discounts**	There are no costs associated with prepayment of your financing. If you pay off your financing early and there are no defaults, you will only pay the then current principal balance plus any accrued interest that remains unpaid.

By signing, you are confirming that you have received this form.

_____ _____

Applicant Signature Date

APPENDIX I.6.A.2

RA FINANCING AGREEMENT
(Transfers)

This RA Financing Agreement ("Agreement") is made as of the Effective Date below, between Snap-on Credit LLC, a Delaware Limited Liability Company with its principal place of business at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 ("Snap-on Credit"), and the undersigned Franchisee ("Franchisee").

Snap-on Tools Company LLC ("Snap-on") and Franchisee have entered into a FRANCHISE AGREEMENT dated as of _____ (the "Franchise Agreement"); and

In order to finance certain RA Acquisition (defined below) and/or the acquisition of additional inventory to further develop Franchisee's RA Sales, Franchisee desires to have credit extended and Snap-on Credit has agreed to extend credit for the acquisition of RA and/or purchase of additional inventory upon the terms and conditions herein.

In consideration of the Agreement set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties intending to be legally bound agree as follows:

1. Credit. From time to time for a period of six (6) months after the Effective Date of this Agreement, Snap-on Credit will extend credit to Franchisee in accordance with the terms of this Agreement for the purchase of RA Acquisition and/or the purchase of inventory from Franchisor in a total amount not to exceed $85,000 less the amount of RA Acquisition financed through Franchisee's Franchise Finance Loan ("Credit Cap").

2. Maturity. Franchisee will repay the entire outstanding amount of such credit on the "Termination Date", which will be the earlier of (i) six (6) months after the Effective Date or (ii) the date on which the Franchise Agreement terminates for any reason.

3. Extensions of Credit. Credit for RA Acquisition in the amount of 75% of the RA accounts purchased by Franchisee will be extended at the time Franchisee purchases RA Acquisition if Franchisee did not finance the RA Acquisition through a separate loan. Additional credit will be granted weekly at 75% of the excess, if any, of RA Sales over RA Collections as recorded by Franchisee in the point of sale system and will be reflected on Franchisee's Statement. At no time, however, will the total amount of credit extended exceed the Credit Cap.

4. Repayments.

a) In the event the Franchisee's RA Sales are less than the Franchisee's RA Collections in any given week, Franchisee will be charged for 75% of the difference between RA Collections and RA Sales as recorded by Franchisee in the point of sale system and will be reflected on Franchisee's Statement as a repayment of any credit previously extended.

b) If Franchisee makes adjustments to reduce his total RA balance, Franchisee will be charged 75% of the amount of the reduction in the total RA balance made by the Franchisee, and such amount will be reflected on Franchisee's Statement as a repayment of any credit previously extended.

5. Books and Records. Franchisee will provide Snap-on Credit with an RA audit report from Franchisee's computer upon the request of Snap-on Credit. Snap-on Credit has a right to inspect

Franchisee's books and records at reasonable times on twenty-four (24) hours prior notice to verify the accuracy of information submitted to Snap-on Credit. Notice under this Section 5 may be given electronically, orally or by any kind of writing.

6. Additional Definitions:

a) "RA Sales" means those sales of Products by Franchisee on which Franchisee extends credit to the customer, not including sales under any Credit or Lease Program offered by Snap-on Credit or Open Account Program offered by Snap-on.

b) "RA" means the receivable arising out of an RA Sale.

c) "RA Collections" means those monies collected from customers who were sold Products as an RA Sale.

d) "RA Acquisition" means RA purchased from a predecessor franchisee or Snap-on.

7. Security Interest. The credit extended hereunder is secured by all security agreements, now or hereafter in effect, between the Franchisee and Snap-on Credit.

8. Defined Terms. Defined terms used in this Agreement and not defined herein shall have the definitions ascribed to them in the Franchise Agreement.

9. Miscellaneous.

a) This Agreement is binding upon and inures to the benefit of the respective successors, assigns, heirs, executors, administrators and legal personal representatives of Franchisee and Snap-on Credit, provided that this Agreement may not be assigned by Franchisee without the prior written consent of Snap-on Credit.

b) All notices or other communications hereunder will be in writing and will be provided in accordance with the notice provisions contained in the Franchise Agreement.

c) Any disputes arising under or relation to this Agreement will be resolved in accordance with the Dispute Resolution provisions set forth in the Franchise Agreement, which are hereby incorporated by reference as if set forth in full in this Agreement.

d) Except to the extent that the Federal Arbitration Act applies in accordance with Paragraph 9.C, this Agreement will be governed by and construed in accordance with the laws (without regard to the conflicts of laws provisions) of the state in which the List of Calls under the Franchise Agreement is located, or if the List of Calls is located in more than one state, the state in which the majority of the stops on the List of Calls is located at the time this Agreement is executed.

In witness whereof, the parties have executed this Agreement as of _____ (the "Effective Date").

FRANCHISEE [CORPORATE NAME]	**SNAP-ON CREDIT LLC**
By:_____	By:_____
_____ (Print Name and Title)	_____ (Print Name and Title)

APPENDIX I.6.A.2

OFFER SUMMARY – RA FINANCING LOAN (CA)

<table>
<tr><td colspan="3">The calculations below assume that the amount you use the entire amount at origination, you maintain an outstanding balance of that amount for the term of this loan (6 months, unless you choose to pay it off earlier), and the amount owed to us is paid off thereafter according to the terms of the contract. Your actual costs may differ substantially.</td></tr>
<tr><td>Funding Provided</td><td>«TotAmtFin»</td><td>This is the maximum amount of funding Snap-on Credit LLC will provide. Due to deductions or payments to others, the total funds that will be provided to you directly is «AmtGivenToYou». For more information on what amounts will be deducted, please review the attached document “Itemization of Amount Financed.” «LangWithPayoff»</td></tr>
<tr><td>Estimated Annual Percentage Rate (APR)</td><td>«APR»%</td><td>APR is the cost of your financing expressed as a yearly rate. APR includes the amount and timing of the funding you receive, interest and fees you pay and the payments you make.

APR is not an interest rate. Your interest rate is 0%.</td></tr>
<tr><td>Estimated Finance Charge</td><td>«FinChrg»</td><td>This is the dollar cost of your financing.</td></tr>
<tr><td>Payment</td><td colspan="2">«TotPmtAmt»

This is our estimate of the total dollar amount of payments you will make. You will make one payment at the end of the term in accordance with your contract.</td></tr>
<tr><td>Draw Period</td><td>«PmtStream»</td><td>This is how much you will pay at the end of the Term.</td></tr>
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</table>

Applicable law requires this information to be provided to you to help you make an informed decision. You are confirming that you have received this information.

_____ _____

Recipient Signature Date

ITEMIZATION OF AMOUNT FINANCED	
1. Amount Given Directly to You	«AmtGivenToYou»
2. This is the amount paid to Snap-on Tools for amounts owed to them by you	«AmtPdSOT»
3. Amounts paid to Snap-on Credit to pay off existing loans as of the date of this disclosure under account numbers: «AllAccts»	«SOC1_Payoff» «SOC2_Payoff» «SOC3_Payoff»
4. Amounts paid to «M_3rdParty_Name»	«M_3rdParty_Payoff»
5. Amount Provided To You on Your Behalf (1+2+3+4)	«FundProvPg2»
6. Prepaid Finance Charges	$0.00
7. Amount Financed (5 minus 6) = Funding Provided on page 1	«TotAmtFin»

APPENDIX I.6.A.2

OFFER SUMMARY – RA FINANCING LOAN (UT)

Total Amount of Funds Provided	**«TotAmtFin»**	Subject to further definition under the rules this box must say "The total amount of funds provided to the business under the terms of the commercial financing transaction"
Total Amount of Funds Disbursed	**«FundingRecd»**	The funds disbursed are less than the financing provided.
Total Amount to be paid to Provider	**«TotPmtAmt»**	This is the total amount paid to the provider under the terms of the commercial financing transaction.
Total Dollar cost of the Transaction	**«FinChrg»**	This cost is calculated by finding the difference of box 1 and box 3 above.
Manner, Frequency and Amount of each Payment	**ACH Debit, Monthly, «RegPmtAmt»**	This describes how the payments will be made, when the payments will be made and the amount of each payment. Subject to further clarification once the rules are released.
Costs or Discounts Associated with Prepayment	**Costs** **Discounts**	There are no costs associated with prepayment of your financing. If you pay off your financing early and there are no defaults, you will only pay the then current principal balance plus any accrued interest that remains unpaid.

By signing, you are confirming that you have received this form.

_____ _____

Applicant Signature Date

APPENDIX I.6.B

Snap-on Credit

RA LOAN ADDENDUM
TO LOAN AND SECURITY AGREEMENT

Amendment No. ____

This Addendum is made to the LOAN AND SECURITY AGREEMENT is made as of the Effective Date below, between Snap-on Credit LLC, a Delaware limited liability company with its principal place of business at 950 Technology Way, Libertyville, Illinois, 60048 ("Lender") and the undersigned Borrower ("Borrower").

WHEREAS, the parties have entered into a LOAN AND SECURITY AGREEMENT dated as of _____ (the "LOAN AND SECURITY AGREEMENT") in order to finance the acquisition of inventory and certain costs associated with the Borrower's Snap-on Business and to provide working capital for such Snap-on Business; and

WHEREAS, in order to finance the acquisition of additional inventory and/or to further develop Borrower's RA sales, Borrower desires to borrow, and Lender is willing to lend additional money to Borrower upon the terms and conditions herein.

NOW THEREFORE, the Lender and Borrower hereby agree as follows:

1. THE RA LOAN.

a. Loan. Subject to the terms and conditions of this Addendum, Lender will lend to Borrower the sum of _____ (the "RA Loan"). The RA Loan shall be evidenced by Borrower's promissory note, in form and substance acceptable to Lender (the "RA Note"). The RA Note shall be executed and delivered to Lender before or concurrently with Lender's disbursement of the RA Loan. The unpaid principal amount of the RA Loan shall bear interest and shall be due and payable as provided in the RA Note. In the event Borrower has an existing Loan under the LOAN AND SECURITY AGREEMENT and is entering into the RA Loan as an additional Loan, then both shall be repaid in accordance with their respective terms and shall be secured under the LOAN AND SECURITY AGREEMENT. A default under any existing or future NOTE shall be a default under this RA Note and a default under this RA Note shall be a default under any existing or future NOTE.

This RA NOTE shall be in addition to any existing promissory note or other Borrower's Liabilities outstanding under the terms of the LOAN AND SECURITY AGREEMENT.

b. Inventory Levels. Borrower's covenant to maintain levels of Inventory (at Borrower's cost) and Accounts shall be increased so that the levels of Inventory and Accounts shall be at least equal to the new principal aggregate amount of the Loan under any RA NOTE, until such time as any RA NOTE is repaid.

2. GENERAL TERMS. Except as provided above, all other terms and conditions of the LOAN AND SECURITY AGREEMENT shall remain in full force and effect. If the terms of this Addendum conflict with the terms of the LOAN AND SECURITY AGREEMENT, the terms of this Addendum prevail. All terms not defined herein shall have the same meaning as in the LOAN AND SECURITY AGREEMENT. This Addendum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

FOR CALIFORNIA RESIDENTS: This Addendum is made pursuant to Section 22500 of the California Financial Code.

In witness whereof, the parties have executed this Addendum on the Effective Date.

BORROWER	**SNAP-ON CREDIT LLC**
[CORPORATE NAME]	
By:_____	By:_____
_____	_____
(Print Name and Title)	(Print Name and Title)

APPENDIX I.6.B

OFFER SUMMARY – RA Loan (CA)

Funding Provided	«TotAmtFin»	This is how much funding Snap-on Credit LLC will provide. Due to deductions or payments to others, the total funds that will be provided to you directly is «AmtGivenToYou». For more information on what amounts will be deducted, please review the attached document "Itemization of Amount Financed." «LangWithPayoff»
Annual Percentage Rate (APR)	«APR»%	APR is the cost of your financing expressed as a yearly rate. APR includes the amount and timing of the funding you receive, interest and fees you pay and the payments you make. Your APR is not an interest rate. Your interest rate is «ContractIntRt»%. Your APR may be higher than your interest rate because APR incorporates interest costs and other finance charges.
Finance Charge	«FinChrg»	This is the dollar cost of your financing.
Total Payment Amount	«TotPmtAmt»	This is our estimate of the total dollar amount of payments you will make during the term of the contract.
Average Monthly Cost	«EstAvgMonPmtTerm»/month	Although this financing does not have monthly payments, this is our calculation of your average monthly cost for comparison purposes.
Payment	«PmtStream»	This is how much you will pay each week beginning on your first payment due date.
Term	«Displayed_Term»	
Prepayment	If you pay off the financing early, you will still need to pay all or a portion of the finance charge, up to $XXXXXX	
	If you pay off the financing early, you will not pay additional fees.	

Applicable law requires this information to be provided to you to help you make an informed decision.

You are confirming that you have received this information.

_____ _____

Recipient Signature Date

ITEMIZATION OF AMOUNT FINANCED	
1. Amount Given Directly to You	«AmtGivenToYou»
2. This is the amount paid to Snap-on Tools for amounts owed to them by you	«AmtPdSOT»
3. Amounts paid to Snap-on Credit to pay off existing loans as of the date of this disclosure under account numbers: «AllAccts»	«SOC1_Payoff» «SOC2_Payoff» «SOC3_Payoff»
4. Amounts paid to «M_3rdParty_Name»	«M_3rdParty_Payoff»
5. Amount Provided To You on Your Behalf (1+2+3+4)	«FundProvPg2»
6. Prepaid Finance Charges	$0.00
7. Amount Financed (5 minus 6) = Funding Provided on page 1	«TotAmtFin»

APPENDIX I.6.B

OFFER SUMMARY – RA Loan (UT)

Total Amount of Funds Provided	**«TotAmtFin»**	Subject to further definition under the rules this box must say "The total amount of funds provided to the business under the terms of the commercial financing transaction"
Total Amount of Funds Disbursed	**«FundingRecd»**	The funds disbursed are less than the financing provided.
Total Amount to be paid to Provider	**«TotPmtAmt»**	This is the total amount paid to the provider under the terms of the commercial financing transaction.
Total Dollar cost of the Transaction	**«FinChrg»**	This cost is calculated by finding the difference of box 1 and box 3 above.
Manner, Frequency and Amount of each Payment	**ACH Debit, Monthly, «RegPmtAmt»**	This describes how the payments will be made, when the payments will be made and the amount of each payment. Subject to further clarification once the rules are released.
Costs or Discounts Associated with Prepayment	**Costs** **Discounts**	There are no costs associated with prepayment of your financing. If you pay off your financing early and there are no defaults, you will only pay the then current principal balance plus any accrued interest that remains unpaid.

By signing, you are confirming that you have received this form.

_____ _____

Applicant Signature Date

APPENDIX I.6.C

Snap-on Credit

RA LOAN PROMISSORY NOTE

For value received, the undersigned ("Borrower") hereby promises to pay to the order of Snap-on Credit LLC ("Lender") the principal sum of _____, together with interest thereon at the rate of _____% per annum (calculated on the basis of a 365-day year). Principal and interest shall be payable in _____ weekly installments consisting of principal and interest of _____, commencing on _____, and continuing on the same day of each successive week thereafter until _____ with the last installment equal to the remaining **balance** due _____. The entire unpaid balance, together with all accrued and unpaid interest and all other sums due hereunder, if not sooner due or paid, shall be immediately due and payable in full on _____.

After the occurrence of an Event of Default and for so long as such Event of Default continues, Borrower promises to pay Lender interest on the unpaid principal amount hereof and on all other Borrower's Liabilities at a rate per annum that is equal to the interest rate specified above plus four percent (4%); provided, however, such rate shall not exceed the highest rate permitted by applicable law.

This Note is issued pursuant to, secured by and is subject to all of the terms and provisions of, the Loan and Security Agreement dated as of _____ between Borrower and Lender, as such Loan and Security Agreement may be amended from time to time (the "Loan and Security Agreement), the terms and provisions of which are hereby incorporated by reference.

A mandatory prepayment may be required in accordance with the terms of the Loan and Security Agreement. For a statement of the terms and conditions under which the maturity of this Note may be accelerated, reference is made to the Loan and Security Agreement. Capitalized terms used herein and not otherwise defined herein are used with the meanings attributed to them in the Loan and Security Agreement.

Borrower may prepay this Note in full or in part without penalty at any time. Prepayments will be applied first to any accrued but unpaid fees or interest and the remainder, if any, will be applied to reduce principal in inverse order to maturity.

Borrower represents, warrants and covenants that (a) this Note evidences a Loan for business and commercial purposes; (b) the proceeds of the Loan evidenced by this Note have not and will not be used for personal, family or household purposes; (c) neither this Note nor any other Borrower's Liabilities violates the provisions of the usury laws or any other applicable laws governing interest rates of any state having jurisdiction over this Note, Borrower's Liabilities or the Loan and Security Agreement; (d) neither this Note nor any other Borrower's Liabilities is subject to Regulation Z of the Board of Governors of the Federal Reserve System. Borrower hereby waives demand, presentment, protest, and notice of demand, nonpayment or dishonor with respect to this Note. Borrower agrees to pay all reasonable costs of collection of this Note and any other Borrower's Liabilities, all reasonable costs in connection with the use, custody, protection and sale of the Collateral and all reasonable costs paid or incurred in enforcing or preserving any of Lender's rights hereunder or in connection with any transaction or proceeding in which Lender may become concerned or involved by reason of its interest in this Note or any other Borrower's Liabilities or any action by Borrower, in each case including reasonable attorneys' fees and court costs, all promptly on demand of Lender or other person incurring

the same. Lender shall not (by act, delay, omission or otherwise) be deemed to have waived any of its rights or remedies hereunder, or any provision hereof, unless such waiver is in writing signed by Lender, and any such waiver shall be effective only to the extent specifically set forth therein; and a waiver by Lender of any right or remedy under this Note on any one occasion shall not be construed as a bar to or waiver of any such right or remedy which Lender would otherwise have had on any future occasion.

This Note shall be deemed to have been delivered and made at Libertyville, Illinois, shall not be effective until received and accepted by Lender in Libertyville, Illinois, and it is the intent of the parties that this Note shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws (without regard to the conflicts of laws provisions) of the State of Illinois. Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. Whenever in this Note reference is made to Lender or Borrower, such reference shall be deemed to include, as applicable and to the extent permitted by the Loan and Security Agreement, a reference to their respective successors and assigns, and the provisions of this Note shall be binding upon and shall inure to the benefit of such successors and assigns, including, without limitation, a receiver, trustee or debtor in possession of or for Borrower.

Lender may at any time transfer this Note and Lender's rights in any or all of the Collateral. Any transfer by Lender of its rights in any Collateral shall relieve Lender from all liability with respect to such Collateral.

BORROWER

[CORPORATE NAME]

By: _____

_____

(Print Name and Title)

Date: _____

APPENDIX I.7

Snap-on Credit

VEHICLE LEASE AGREEMENT

Lease No.:

LESSOR		LESSEE	
Name:	Snap-on Credit LLC	Name:	
Addresses:	950 Technology Way, Suite 301, Libertyville, IL, 60048 2801 80th Street, Kenosha, WI, 53143	Address:	
Phone:	(888) 846-8122	Phone:	
Salesperson Name & LIC#:		Vehicle Location:	

DESCRIPTION OF LEASED VEHICLE: New ___ Used ___

Year / Make	Model/Body Type	Vehicle I.D.	Vehicle Supplier	Maintenance Contract

AMOUNT DUE AT SIGNING**	REQUIRED INSURANCE (for each Vehicle)	
$_____ itemized on invoices. **Some amounts may be due at the time of delivery which may differ from the signing of the lease.	Minimum Limits of Liability: $1,000,000 bodily injury to 1 person $1,000,000 bodily injury any 1 accident $1,000,000 property damage, plus uninsured motorist	All Risk: 1. Full comprehensive (fire and theft) with $1,000 max. deductible. 2. Full collision, with $1,000 max. deductible.

LEASE TERM	RENT PAYMENTS	ADVANCE RENT AND SECURITY DEPOSIT	PURCHASE OPTION
___ calendar months, plus any interim period	**$**_____ in advance for the first month, followed by **$**_____ monthly for the next _____ months. Total rental payments for the Term are **$**_____. Monthly sales tax expected at current rates is **$**_____ but may change over time.	An amount equal to one (1) monthly rent payment being payable at the time of signing this Lease in the total amount of **$**_____, together with a security deposit equal to _____ (__) monthly rent payments.	❑**$**_____ Plus any taxes that may be due

FINANCIAL DISCLOSURES

1. Total Cash Price of Equipment		$
2. A. Down Payment	$	
B. Trade-in Allowance given by vehicle Provider	$	
C. Total Reduction (Line 2A + 2B)		$
3. Unpaid Cash Balance (Line 1 - 2C)		$
4. Other Charges—Specify Item & Amount		
A. Upfront Taxes	$	
B. Delivery Fees	$	
C. Display Aids	$	
D. Existing Lease Pay Off	$	
E. Proceeds Payable to Lessee	$	
F. Extended Warranty	$	
G. Total Other Charges (Line 4A + 4B + 4C + 4D + 4E + 4F)		$
5. Lease (Principal) Balance (Line 3 + 4G)		$
6. Lease Charges (Finance Charge)		$
7. Total Amount Payable by Lessee (Line 1 + 4G + 6)		$
8. Total Amount Payable by Lessee Excluding Down Payment & Trade Allowance (Line 7 - 2C)		$

WARRANTY INFORMATION:
Check applicable boxes. Refer to separate document for coverages and exclusions.

Dealer Warranty:

☐ **AS IS – NO WARRANTY** Dealer disclaims all warranties including implied warranties of merchantability and fitness for a particular purpose. See Section 6 for additional disclaimers and disclosures. ☐ **Limited Warranty** Refer to separate warranty document for coverages and exclusions.	Term: (If Known) _____ (Months) _____ (Miles) Whichever comes first
Percent of retail repair costs to be paid by You _____%	Deductible to be paid by You $ _____

Manufacturer Warranty:

☐ New Vehicle Warranty ☐ Expired ☐ Not known ☐ Cancelled due to salvage or other vehicle history. ☐ Remaining vehicle mfr warranty − Call the mfr or refer to warranty booklet for details	Expiration: (If Known) _____ (Months) _____ (Miles) Whichever comes first
Percent of retail repair costs to be paid by You _____%	Deductible to be paid by You $ _____
Transfer fee to be paid by You $ _____	Pay to: ☐ Mfr ☐ Dealer

Service Contract Information:

☐ Service Contract
Term: _____ (months) _____ (miles), whichever comes first.
Percent of retail repair costs to be paid by You: _____%
Deductible to be paid by You $_____

ANTICIPATED VEHICLE DELIVERY DATE: _____ REGARDLESS OF REASON, IF THE VEHICLE ORDERED BY THE LESSEE IS NOT AVAILABLE FOR DELIVERY WITHIN 15 CALENDAR DAYS AFTER ANTICIPATED DELIVERY DATE, THE LESSEE MAY CANCEL THIS LEASE AND SHALL WITHIN ONE BUSINESS DAY, RECEIVE A FULL REFUND OF ANY DOWN PAYMENT AND RETURN OF TRADE−IN VEHICLE, OR TITLE FOR TRADE−IN VEHICLE, OR BOTH. IF THE TRADE−IN IS NOT AVAILABLE, THE LESSEE SHALL RECEIVE THE TRADE−IN ALLOWANCE. UNLESS DELIVERY DATE IS OTHERWISE QUALIFIED ON THIS CONTRACT BY THE LESSOR, IF THE ORDERED VEHICLE BECOMES AVAILABLE FOR DELIVERY PRIOR TO THE STATED ANTICIPATED DELIVERY DATE, THE DEALER LICENSEE MAY REQUIRE ACCEPTANCE NOT LESS THAN 21 CALENDAR DAYS AFTER HAVING NOTIFIED THE LESSEE OF AVAILABILITY OF DELIVERY AND MAY SUBSEQUENTLY VOID THE CONTRACT IF THE LESSEE REFUSES TO TAKE DELIVERY, IN WHICH CASE NO PENALTY SHALL BE ASSESSED BY THE DEALER LICENSEE FOR NON−ACCEPTANCE OF DELIVERY PRIOR TO THE STATED ANTICIPATED DELIVERY DATE.

BUSINESS PURPOSE: *LESSEE WARRANTS THAT THE DESCRIBED EQUIPMENT IS BEING LEASED FOR USE PRIMARILY AS EQUIPMENT IN THE COMMERCIAL CONDUCT AND OPERATION OF LESSEE'S TRADE AND BUSINESS AND NOT FOR PERSONAL, FAMILY OR*

HOUSEHOLD PURPOSES. LESSEE HAS KNOWLEDGE OF, AND HAS BEEN OFFERED THE EQUIPMENT AT, ITS CASH PRICE AND HAS ELECTED TO LEASE THE EQUIPMENT IN LIEU THEREOF. LESSEE ACKNOWLEDGES ITS SIGNATURE HERETO CAN BE CONSIDERED BINDING BY LESSOR UPON ACCEPTANCE.

INSURANCE: Physical Damage Insurance covering the Equipment is required under the terms of this Lease and Liability Insurance coverage for bodily injury and property damage caused to others is required under the terms of this Lease. Lessee may obtain Physical Damage Insurance coverage and Liability Insurance coverage from any source acceptable to Lessor.

CREDIT INSURANCE IS NOT REQUIRED by this Agreement.

OFFICIAL AND/OR SERVICE FEES are not required by law, but may be charged to vehicle lessees for services or reimbursements related to perfection of security or ownership interests or for services related to state and federal laws, verification requirements, public safety concerns, and must be reasonable.

Contact the selling motor vehicle dealer to discuss any questions or problems about your vehicle or this contract. If you are unable to resolve any disputes with the dealer, you may contact: Division of Motor Vehicles, Dealer Section, Wisconsin Department of Transportation, P.O. Box 7909, Madison, Wisconsin, 53707. The Dealer Section licenses motor vehicle dealers and administers the administrative regulations governing consumer protection in vehicle sale transactions, Ch. Trans 139, Wis. Admin. Code.

TERMS AND CONDITIONS

1. Purchase; Lease. Lessee hereby requests Lessor to purchase the motor vehicle and other equipment (the "Vehicle") described in the above Schedule from the supplier listed in the above Schedule and to lease the Vehicle to Lessee on the terms and conditions of this Lease. Lessor hereby leases to Lessee, and Lessee leases from Lessor, the Vehicle.

2. Term. The term of this Lease (the "Term") shall commence on the date on which Lessee executes the acceptance certificate attached hereto (the "Acceptance Certificate") and end on the same day of the month as the commencement day of the last month of the number of calendar months stated in the above Schedule, unless extended by agreement of the parties. Notwithstanding the foregoing, this Lease shall continue until the earlier of (a) the scheduled expiration of the Term or any extended Term, (b) the date this Lease is terminated under Section 16 or Section 24, (c) the date that Lessee makes the payment described in Section 11, or (d) the date this Lease is prepaid under Section 22 of this Lease. All provisions of this Lease shall apply during any extended Term except as may be otherwise specifically provided in this Lease, in a schedule to this Lease or in any subsequent written agreement of the parties.

3. Rent. Lessee shall pay Lessor or Lessor's designee the total rent for the Term of this Lease, which shall be the total amount of all rent payments stated in the above Schedule, plus such additional rent as may arise. All monthly rent payments shall be payable in advance, in cash or by check, commencing on the date on which Lessee executes the Acceptance Certificate and on the same day of each month thereafter, whether or not Lessor has rendered an invoice therefore, at the office of Lessor set forth herein or to such other place as Lessor may from time to time designate in writing. Lessor may designate an assignee or other designee for receipt of payment of rent. Provided Lessee has paid both the Advance Rent and the Security Deposit, and thereafter agrees and pays Lessor through a weekly automatic deduction from Lessee's bank account an amount calculated to equal the annual rent paid in weekly installments together with any maintenance fees, Lessor will

agree to accept 23.0769% of the monthly rent payment each and every week of the Term commencing with the first week of the first month of the Term of this Lease, and payable each and every week of the Term thereafter on the same day of the week. Weekly payments of rent are payments in advance; however, provided Lessee is paying through automatic deduction Lessor will permit even weekly payments and not require the full monthly payment to be paid in advance each month. In the event Lessee terminates the automatic deduction method of payment, Lessee shall immediately owe the amount due to equal the monthly rent due in advance and shall thereafter resume payments as provided above. In the event Lessee requests, and Lessor grants, a payment extension, Lessee shall pay, as additional rent, and extension fee of $50.00 per month (or $11.54 per week) for each month (or week) of the applicable extension.

4. Advance Rent. Lessor acknowledges receipt of any "Advance Rent" and any “Security Deposit” set forth in the above Schedule. In no event shall any Advance Rent or any other payments that are due be refunded to Lessee.

5. Security Deposit. Lessee agrees to pay Lessor on the date hereof an amount equal to _____ (__) monthly rent payment(s) as set forth in the above Schedule (“Security Deposit”), which sum, if any, shall be held by Lessor, without obligation for interest, as security for the full, timely and faithful performance of your covenants and obligations under this Lease, it being expressly understood and agreed that such payment is not a measure of Lessor’s damages in the event of Lessee’s default. Upon the occurrence of any default by Lessee, Lessor may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rent payments or other payments due us hereunder, and any other damage, injury, expense or liability caused by any event of Lessee’s default. Lessee is responsible for payment of any shortfall in rent payments.

6. Lease Supersedes Purchase Order; Selection Of Vehicle; Disclaimer Of Warranties. Upon execution hereof by Lessee, this Lease supersedes any purchase order of Lessee with respect to the Vehicle, Lessee agrees that its interest in the Vehicle is the interest of a Lessee and not of an owner, and Lessee assigns to Lessor Lessee's rights under any purchase order with respect to the Vehicle but not the Lessee’s obligation to pay for the Vehicle unless Lessee furnishes Lessor with the Acceptance Certificate, supplied by Lessor, in accordance with Section 6. Lessee has selected both the Vehicle and the supplier from which Lessor may purchase the Vehicle. **LESSEE ACKNOWLEDGES THAT LESSOR HAS NO EXPERTISE OR SPECIAL FAMILIARITY WITH RESPECT TO THE VEHICLE. LESSEE AGREES THAT THE VEHICLE LEASED HEREUNDER ARE LEASED "AS IS, WHERE IS," AND ARE OF SPECIFICATIONS SELECTED BY LESSEE. LESSEE IS SATISFIED THAT THE VEHICLE ARE SUITABLE FOR LESSEE'S PURPOSES. LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING PATENT INFRINGEMENT, CONDITION, QUALITY OR DESIGN OF THE VEHICLE, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE SUITABILITY OF THE VEHICLE IN ANY RESPECT OR IN CONNECTION WITH, OR THE PURPOSES AND USES OF, LESSEE, THE CONFORMITY OF THE VEHICLE TO ANY LAW, RULE, REGULATION, SPECIFICATION, CONTRACT OR PURCHASE ORDER RELATING THERETO, OR AS TO LESSOR'S TITLE THERETO, LESSEE'S RIGHT TO THE QUIET ENJOYMENT THEREOF OR AS TO THE EXISTENCE OF ANY CLAIM OF ANY OTHER PERSON THERETO. LESSEE HEREBY WAIVES ANY CLAIM AGAINST LESSOR IN CONNECTION WITH OR ARISING OUT OF THE OWNERSHIP, LEASING, FURNISHING, PERFORMANCE OR USE OF THE VEHICLE AND LESSOR SHALL HAVE NO LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE WHATSOEVER RELATING THERETO, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Any warranty with respect to the Vehicle has been made in writing by the supplier and/or manufacturer separate from, and is not a part of, this Lease and shall be for the benefit of

Lessor, Lessee and, if any, Lessor's purchaser or secured party. If any Vehicle is damaged in transit, is not timely delivered, does not operate as represented or warranted by the supplier and/or manufacturer, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the supplier and/or manufacturer and shall, nevertheless, pay Lessor all rent payable under this Lease and shall not set up against Lessee's obligations any such claims as a defense, counterclaim, set-off or otherwise. As long as Lessee is not in breach or default of this Lease, Lessor hereby assigns to Lessee, solely for the purpose of making and prosecuting any such claim, any rights which Lessor may have against the supplier and/or manufacturer for breach of warranty or other misrepresentation respecting the Vehicle. All proceeds of any warranty recovery by Lessee from the supplier and/or manufacturer of the Vehicle shall first be used to repair or replace the affected Vehicle; any excess shall be paid to Lessor or, if any, to Lessor's purchaser or secured party. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE SUPPLIER IS AN AGENT OR REPRESENTATIVE OF LESSOR, AND THAT NONE OF THE ABOVE IS AUTHORIZED TO WAIVE OR ALTER ANY TERM, PROVISION OR CONDITION OF THIS LEASE, OR MAKE ANY REPRESENTATION OR WARRANTY FOR LESSOR WITH RESPECT TO THIS LEASE OR THE VEHICLE LEASED HEREUNDER. Lessee further acknowledges and agrees that Lessee, in executing this Lease, has relied solely upon the terms, provisions and conditions contained herein, and any other statements, warranties or representations, if any, by the supplier, or any salesperson, employee, representative or agent of the supplier, have not been relied upon and shall not in any way affect Lessee's obligation to pay rent and otherwise perform as set forth in this Lease.

7. Delivery; Acceptance. Lessee acknowledges that, for purposes of receiving or accepting the Vehicle from the supplier thereof, Lessee is acting on Lessor's behalf. Upon delivery of each Vehicle to Lessee and Lessee's inspection thereof, Lessee shall furnish Lessor with the Acceptance Certificate with respect to such Vehicle; provided, however, that the parties agree that five days is a reasonable period of time for Lessee to inspect the Vehicle. Therefore, unless Lessee notifies Lessor to the contrary, Lessee shall be deemed to have unconditionally accepted each Vehicle five days after physical delivery thereof to the Vehicle location as may be noted on the supplier's or manufacturer's invoice. Lessee agrees to hold Lessor harmless from specific performance of this Lease and from damages if for any reason any Vehicle is not delivered as ordered or if any Vehicle is unsatisfactory for any reason whatsoever. Lessee agrees that any delay in delivery of any Vehicle shall not affect the validity of this Lease.

8. Location; Inspection; Use. The Vehicle shall be delivered to Lessee and thereafter parked at the location specified on the Schedule at the beginning of this Lease or at such other location as is authorized by the Lessor which Lessee shall report to Lessor. Lessee shall use the Vehicle solely for business purposes and in a careful and proper manner, and shall comply with all laws, regulations and ordinances, all conditions and requirements of the insurance required to be maintained hereunder and all manufacturer's instructions and warranty requirements Lessee shall affix and maintain Lessor's labels, if supplied by Lessor, upon a visible place on the Vehicle. Lessor shall have the right from time to time, during reasonable business hours, to enter upon Lessee's premises for the purpose of inspecting the Vehicle.

9. Maintenance; Alterations. Lessee shall, at Lessee's expense, maintain the Vehicle in good operating condition, repair and appearance and properly serviced and lubricated, furnish all parts and labor required to keep the Vehicle in such condition, protect the same from deterioration, other than normal wear and tear, and only use the Vehicle in the regular course of Lessee's business and within normal capacity. Lessee shall not make any modification, alteration or addition to the Vehicle without the prior written consent of Lessor, and then all such modifications, alterations and additions shall belong to Lessor and shall be returned to Lessor with the Vehicle upon the expiration or earlier termination of this Lease. If so indicated in the Schedule at the beginning of this Lease, Lessee shall

enter into a Van Maintenance Agreement and cause the Vehicle to be maintained pursuant to the Van Maintenance Agreement.

10. Insurance. Lessee agrees to maintain the insurance described in the Schedule at the beginning of this Lease AT ALL TIMES in full force and effect and written by an insurance company acceptable to Lessor, which insurance shall provide full breach of warranty protection to Lessor and be primary insurance coverage, protecting the interests of Lessor and Lessee. Lessor, its successors and assigns, must be named "ADDITIONAL INSURED" as to liability insurance up to $1,000,000 if required by Lessor and "LOSS PAYEE" as to all risk insurance. All policies shall provide 30 days' advance written notice to Lessor of cancellation, change or non-renewal. Lessee shall pay all premiums for such insurance and shall deliver to Lessor the original policy or policies of insurance or other evidence satisfactory to Lessor of the insurance required hereby and the renewal thereof; provided, however, that Lessor shall be under no duty to ascertain the existence of or to examine such insurance policy or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. If Lessee shall fail to procure, maintain or pay for such insurance, Lessee agrees that Lessor shall have the right, but not the obligation, to obtain such insurance on behalf of, and at the expense of, Lessee and Lessee agrees to pay all costs thereof together with any taxes due thereon, with the next rent payment.

11. Loss or Damage. Lessee shall bear the entire risk of loss, theft, destruction or damage to each Vehicle (herein, "Loss or Damage") from any cause whatsoever, from and after the earliest of the date on which (a) such Vehicle is ordered, (b) Lessor pays the purchase price of the Vehicle, or (c) title to the Vehicle passes to Lessor, and continuing until such Vehicle is returned to Lessor. No Loss or Damage shall relieve Lessee of the obligation to pay rent or of any other obligation under this Lease. In the event of Loss or Damage, Lessee shall promptly notify Lessor in writing and, at the option of Lessor, shall (i) place the same in good condition and repair; (ii) replace the same with a like Vehicle of equivalent value, in good condition and acceptable to Lessor with clear title thereto in Lessor, whereupon such Vehicle shall be subject to this Lease and be deemed a Vehicle for all purposes hereof; or (iii) pay to Lessor on the rent payment date next following such event the total of the following amounts: (1) the total rent and other amounts due and owing at the time of such payment, plus (2) an amount calculated by Lessor which is the present value (using a discount rate equal to the implicit Lease rate of this Lease, as determined by Lessor in Lessor’s reasonable discretion (the "Discount Rate")) of all rent and other amounts payable by Lessee with respect to such Vehicle from the date of such payment to the date of the scheduled expiration of the Term, plus (3) Lessor's estimate of the Vehicle's residual value as determined by Lessor in Lessor’s reasonable discretion as of the scheduled expiration of the Term which in no event shall be less than the amount set forth in the Purchase Option box at the beginning of this Lease (“Residual Value”). All proceeds of insurance received by Lessor as a result of such Loss or Damage shall, where applicable, be applied toward the replacement or repair of the Vehicle or the payment of the obligations of Lessee hereunder.

12. Taxes; Expenses; Compliance with Law, Environmental/DOT Compliance. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, sales taxes, franchise taxes, use and property taxes, assessments, charges and other taxes, municipal, state and federal, which may now or hereafter be imposed upon the ownership, titling, possession, leasing, renting, operation, control, use, maintenance, location, delivery and/or redelivery of, the Vehicle and prepare and/or file, upon request by Lessor, any schedules required by taxing authorities in connection therewith. In addition, Lessee agrees to pay all costs, expenses, fees and charges incurred in connection with the titling, licensing and registration

of the Vehicle, and in connection with the use and operation thereof during the Term, including, but not limited to: fuel, oil, lubricants, repairs, maintenance, tires, tubes, storage, parking costs, tolls, fines, parking and traffic violations, required repairs, towing and servicing together with any fees or interest charged on any of the foregoing. In the event Lessee does not pay all sums specified above, Lessor has the right, but not the obligation, to pay the same (a "Convenience Payment"). If Lessor shall so pay any of the aforementioned, then Lessee agrees that: Lessee shall remit such Convenience Payment amount with the next rent payment. Lessee is and will remain in full compliance with all laws and regulations applicable to it, including, without limitation, the USA Patriot Act and Bank Secrecy Act and shall ensure that no person or persons who own a majority of the ownership interests in, or control, the Lessee shall be listed on the Specially Designated Nationals and Blocked Person List or other similar list maintained by the U.S. Department of Treasury, Office of Foreign Assets Control. Lessee is responsible for compliance with, and any costs, materials, parts, services that relate to any Federal or State transportation and/or environmental rules, regulations, restrictions or reporting requirements for the geographies in which Lessee stores or operates the Vehicle.

13. Return. Unless Lessee has renewed this Lease or purchased the Vehicle pursuant to the terms and conditions of this Lease, upon the termination of this Lease, Lessee shall, at Lessee's own expense and risk, promptly return the Vehicle by delivering such Vehicle, prepared for shipment, to such location in the continental United States as Lessor may specify, fully serviced and in the same condition as received, reasonable wear and tear excepted. In the event Lessee does not return any Vehicle as provided herein, Lessee shall pay to Lessor the rent specified herein on a prorated basis for each day Lessee fails to return such Vehicle. The acceptance of said rent by Lessor shall not waive Lessor's right to have such Vehicle promptly returned to Lessor pursuant to the provisions hereof, nor shall the acceptance of said rent be deemed to be an extension of the Term of this Lease. In the event such vehicle is re-sold or placed under a new lease results in proceeds that would be required by law to be paid to Lessee, then Lessor prior to any such payment shall be entitled to collect (in addition to any amounts due for wear & tear, refurbishment, out of pocket costs, fees, etc.) a remarketing fee of up to 2.5% of the total present resale value realized for such Vehicle.

14. General Indemnity. Lessee shall, and does hereby, indemnify and save Lessor, its agents, employees, successors and assigns, harmless from any and all liability, obligations, losses, damages, penalties, claims, suits, strict liability in tort, cost and expenses, including attorney's fees, arising out of the ownership, selection, location, possession, leasing, renting, operation, control, use, maintenance, repair, delivery and/or redelivery of the Vehicle, including, without limitation, any claim alleging latent and other defects, whether or not discoverable, and any other claim arising out of strict liability in tort, and any claim for patent, trademark or copyright infringement. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of this Lease. Any indemnity payment hereunder shall be adjusted to preserve Lessor's anticipated net after-tax economic return with respect to the leasing of the Vehicle.

15. Default. Any of the following events or conditions shall constitute an event of default hereunder: (a) if Lessee fails to pay any rent or other monies or charges, or fails to observe any other term or condition of this Lease, on the due date, without notice or demand by Lessor; (b) if Lessee shall cease doing business as a going concern; (c) if Lessee becomes insolvent or makes an assignment for the benefit of creditors; (d) if a petition is filed by or against Lessee under any applicable bankruptcy laws; (e) if Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or such receiver, trustee, conservator or liquidator is appointed without the application or consent of Lessee; (f) if Lessee ceases to be an authorized Snap-on Franchisee, and does not contemporaneously thereafter enter into another Snap-on Franchise Agreement; (g) if any statement, representation or warranty heretofore or hereafter furnished by

Lessee shall be untrue or unperformed in any material respect; (h) if a creditor of Lessee or any other person or entity attaches or levies execution against Lessee and the attachment or levy is not released within 48 hours; (i) if Lessee makes a bulk transfer of its furniture, fixtures, furnishings or other equipment or inventory; (j) if Lessee breaches any of the terms of any loan or credit agreement, or defaults thereunder, or if the condition of Lessee's affairs shall so change as to, in Lessor's opinion, materially increase the credit risk involved; (k) if any guarantor dies or any event described above occurs with respect to any guarantor; (l) Lessee operates the Vehicle or conducts activities in the vehicle in violation of applicable law; or (m) if Lessee shall default under any other Lease, contract or agreement with Lessor or Snap-on Tools Company LLC or any of its affiliates.

16. Remedies. Upon the happening of any one or more events or conditions of default, Lessor shall have the right to exercise any one or more of the following remedies: (a) to declare all unpaid rent immediately due and payable and to recover the balance of rent and other charges reserved under this Lease, discounted to present value as of the date paid using the Discount Rate, with Lessor retaining title to the Vehicle; (b) to sue for all rent payments due under this Lease as they shall accrue; (c) with or without notice, demand or legal process, to retake possession of the Vehicle under this Lease (Lessee hereby authorizes and empowers Lessor to enter upon the premises wherever each Vehicle may be found) and (i) repossess the Vehicle and retain all rent payments paid hereunder and recover from Lessee the amount of unpaid rent and other charges for the balance of the Term, discounted to present value as of the date paid using the Discount Rate; (ii) re-Lease the Vehicle and recover from Lessee the amount by which the balance of rent and other charges reserved in this Lease for the balance of the Term exceeds the net amount to be received by Lessor for such re-leasing for the same period, discounted to present value as of the date paid using the Discount Rate; or (iii) sell the Vehicle and recover from Lessee the amount by which the balance of the rent and charges reserved in this Lease for the balance of the Term and the Residual Value of the Vehicle, exceeds the net amount received by Lessor from such sales. Lessor may specifically enforce this provision, which is a material inducement to Lessor in entering into this Lease; or (d) to pursue any other remedy permitted by law. No failure on the part of Lessor to exercise, and no delay in exercising any right or remedy hereunder, shall operate as a waiver thereof.

17. Assignment. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer or pledge or otherwise dispose of its interest in this Lease, the Vehicle or any interest therein, or (b) sublet or lend the Vehicle or permit any Vehicle to be used by anyone, other than Lessee or Lessee's employees. Lessor may grant a security interest in or sell or assign this Lease or the rents due under this Lease or grant a security interest in or sell the Vehicle in whole or in part without notice to Lessee, and Lessor's purchaser or secured party may then grant a security interest in or sell this Lease or the rents due under this Lease or the Vehicle, without notice to Lessee. Each such secured party shall have all the rights but none of the obligations of Lessor under this Lease. Lessee shall recognize such sales or security interests, shall not assert against such purchasers or secured parties any defense, counterclaim or set-off Lessee may have against Lessor and shall, at Lessor's request, pay to such purchasers or secured parties all sums due or to become due or owing under this Lease. Notwithstanding any such assignment, Lessee shall quietly enjoy use of the Vehicle, subject to the terms and conditions of this Lease. Lessee will promptly execute and deliver any acknowledgment of the forgoing furnished by Lessor.

18. Ownership; Personal Property. The Vehicle is, and shall at all times remain, owned solely by Lessor or its successors and assigns, and all titles thereto and registrations thereof shall be in the name of Lessor or its successors and assigns. Lessee shall have no right, title or interest in or to the Vehicle, except as to the use thereof subject to the terms and conditions of this Lease.

19. Late Charges. If Lessee fails to pay any rent or other sum to be paid by Lessee to Lessor within ten days after the due date thereof, Lessee shall pay Lessor (a) an amount calculated at the

rate of five cents ($.05) per one dollar ($1.00) of each such delayed payment, and shall make such payment within ten days after the original due date, as compensation for Lessor's internal operating expenses arising as a result of such failure; (b) amounts paid by Lessor to others relevant to the collection thereof; and (c) interest on such unpaid rent or other amount, at the rate of 10% per annum or such lesser maximum rate as may be fixed by law, computed from and including the due date to the date paid. If any amount is paid by check, ACH or similar instrument from Lessee and it is dishonored for any reason, Lessee agrees to pay the Lessor the costs paid by the Lessor to others because of the dishonor, plus a fee to Lessor of $25.00, provided, however, the fee paid to Lessor shall not be greater than the highest amount permitted by applicable law.

20. No Offset. This Lease may not be canceled or terminated for any reason whatsoever, except as expressly provided herein. Lessee agrees that its obligation to pay all rents and other sums payable hereunder and the right of Lessor in and to such rents are absolute and unconditional and are not subject to any abatement, reduction, set-off, defense, counterclaim or recoupment due or alleged to be due to, or by reason of, any circumstance, happening or event whatsoever.

21. End of Term Options. Provided that no event of Default has occurred and is continuing, Lessee shall elect one of the following three options by giving Lessor at least thirty (30) days prior written notice of such election: (a) return the Vehicle(s) in accordance with the Agreement; (b) purchase the Vehicle(s) for the price set forth in the Purchase Option box at the beginning of this Lease; or (c) enter into a lease renewal with Lessor. If Lessee elects to purchase the Vehicle(s), Lessee shall pay Lessor the price set forth in the Purchase Option box at the beginning of this Lease prior to the expiration of the initial Term (plus any applicable taxes and titling fees) and Lessor shall transfer the Vehicle(s) to Lessee on an "AS IS, WHERE AS" basis without representation or warranty of any kind. If Lessee elects to return the Vehicle(s), Lessee shall comply with all provisions of this Lease, including Section 13, and ensure that the Vehicle(s) is returned to the location designated by Lessor prior to the expiration of the initial Term. If Lessee desires to enter into a lease renewal, Lessor and Lessee shall use their good faith efforts to determine an acceptable rental term, payment and end of term option during such thirty (30) day period. If Lessee does not give the thirty (30) day prior written notice of its election or if Lessee and Lessor cannot agree on the terms of a lease renewal, then unless the Lessor elects to terminate the Lease, the Term of the Lease shall automatically extend on a month-to-month basis, at the Rent in effect at the expiration of the initial Term, for a period beginning on the last day of the initial Term and ending on the earlier of the day that Lessee and Lessor agree on the terms of a lease renewal or the thirtieth (30^{th}) day after Lessee delivers to Lessor notice that Lessee is electing Option (a) or Option (b) above.

22. Early Purchase Option: If Lessee is not in default of any term or provision of the Lease, Lessee may pay and satisfy this Lease in full and purchase, "AS IS, WHERE IS" with no warranty from Lessor of any kind, all but not less than all of the Vehicle leased hereunder, provided that Lessee has given Lessor written notice of its intention to exercise such purchase option not later than 30 days prior to the purchase date by paying to Lessor: (a) the then present value of the unpaid balance of the remaining rent payments and all other amounts due under the Lease, all discounted at the Discount Rate; plus (b) the amount set forth in the Purchase Option box at the beginning of this Lease; plus (c) in the event Lessor, in its sole discretion, chooses to use a service to retitle the vehicle in the name of Franchisee, a Title Service Fee equal to $190; plus (d) plus all applicable sales, use or other taxes of applicable fees. In no event shall the aforementioned prepayment premium exceed the highest amount allowable under applicable law. Such prepayment premium represents the costs of prepayment incurred by Lessor, including but not limited to, the Lessor's loss of gross profits. Upon such payment, the Lease shall terminate and Lessee shall become entitled to the Vehicle as owner thereof.

23. Retention of Lien. If Lessee purchases or otherwise obtains ownership of the Vehicle from Lessor, and still owes other amounts to Lessor under any other outstanding obligations or agreements, then, at time of acquisition of the Vehicle hereunder, Lessee hereby grants a continuing security interest in the Vehicle to Lessor and authorizes Lessor to retain and file a lien on the Vehicle at the time Lessor processes the vehicle title to transfer ownership to Lessee. This grant and authorization to Lessor shall survive any termination of this Lease and shall continue until all amounts owed by Lessee to Lessor under any other obligations or agreements are paid in full.

24. Early Termination Option at Termination of Snap-on Business. If Lessee terminates its Snap-on Business for any reason then the Lessee may terminate this Lease upon satisfaction of the following conditions: (a) Lessee is not in default under the terms of this Lease; (b) Lessee gives Lessor written notice fourteen (14) days prior to the termination date; (c) Lessee pays all monthly rent payments, fees, taxes or charges through the end of the month in which the early termination option is elected; (d) Lessee pays costs to ship the Vehicle(s) to a location designated by Lessor at costs not to exceed **$4,100**; (e) Lessee pays any damages for repair to the Vehicle(s) above ordinary wear and tear; and (f) Lessee pays an early termination charge equal to one (1) monthly rent payment. Notwithstanding the foregoing, (i) this early termination option is not available if Lessee remains an authorized Snap-on Franchisee under a different Snap-on Franchise Agreement, and (ii) Lessee shall remain responsible for all tax bills and other amounts due (such as property taxes) that accrue during the term of this Lease and remain unpaid at its termination.

25. Further Assurances; Security Interest. Lessee shall provide Lessor with such resolutions, opinions, financial statements and other documents (including title and Vehicle registration documents and documents for filing or recording) as Lessor may request from time to time. **LESSEE HEREBY APPOINTS LESSOR OR ITS ASSIGNEE ITS TRUE AND LAWFUL ATTORNEY-IN-FACT TO EXECUTE ON BEHALF OF LESSEE ALL FINANCING STATEMENTS, SECURITY DOCUMENTS AND VEHICLE REGISTRATION AND LIEN DOCUMENTS WHICH, IN LESSOR'S DETERMINATION, ARE NECESSARY TO SECURE LESSOR'S INTEREST IN SAID VEHICLE.** Lessee hereby grants Lessor a security interest in the Vehicle and other property Leased hereunder and proceeds thereof, including all proceeds of the re-lease, sale or disposition of the Vehicle and other property. Further, to the extent permitted by and subject to applicable law, Lessee hereby grants Lessor or its agent or assigns the power of attorney and right to sign on behalf of Lessee and file or record any and all such financing statements or security documents and vehicle registration and lien documents as may be necessary to perfect and maintain Lessor’s security interest granted under this Lease.

26. Miscellaneous. All obligations of Lessee, if more than one, shall be joint and several. Lessee shall provide Lessor with a copy of Lessee's annual financial statements, including balance sheet and profit and loss statement, within 90 days after the close of Lessee's business year, in addition to any other information normally provided by Lessee to the public and/or any other financial data or information relative to this Lease and the Vehicle as Lessor may from time to time reasonably request. This Lease shall be binding upon the parties, their successors, legal representatives and assigns, and is a valid and subsisting legal instrument, and no provision which may be deemed unenforceable shall in any way invalidate any other provision or provisions, all of which shall remain in full force and effect. All section headings are inserted for reference purposes only and shall not affect the interpretation or meaning of this Agreement. This instrument constitutes the entire contract between the parties hereto, and no representation, oral or written, shall constitute an amendment hereto unless signed in writing by Lessor. Any amendment, modification, waiver or extension hereunder must be in writing and signed by the parties hereto. Time is of the essence in this Lease and each and all of its provisions.

27. Uniform Commercial Code Article 2A Provisions. Lessee agrees that if this Lease is a "Finance Lease" under Article 2A of the Uniform Commercial Code, Lessee acknowledges that: (i) Lessor did not select, manufacture or supply the Vehicle, but Lessor did purchase the Vehicle for lease to Lessee; and (ii) Lessor has given Lessee the name of the supplier of the Vehicle. Lessor hereby notifies Lessee that Lessee may have rights under the supply contracts and that Lessee may contact the supplier for a description of those rights or any warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE UNDER UNIFORM COMMERCIAL CODE SECTIONS 2A-303 AND 2A-508 THROUGH 522, AS IN EFFECT FROM TIME TO TIME.

28. Alternative Dispute Resolution.

(a) Mediation. Except as otherwise provided below in Section 28(c), the parties agree to attempt to resolve any controversy or dispute arising out of, or relating to this Agreement or Lessee's relationship with Lessor, or the termination of this Agreement, including, but not limited to, any claim by Lessee, or any person in privity with or claiming through, on behalf of or in the right of Lessee must be submitted to non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Lessee, or any person in privity with or claiming through, on behalf of or in the right of Lessee and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 60 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Lessee resides or a mutually agreeable location. The mediator will be selected by mutual agreement between the parties, and Lessor or Snap-on will pay the costs of the mediator and location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

(b) Arbitration. Except as otherwise provided in Section 28(c), any controversy or dispute arising out of, or relating to this Agreement, including but not limited to, any claim by Lessee, or any person in privity with or claiming through, on behalf of or in the right of Lessee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Lessor; any claim of breach of this Agreement; and any claims arising under or relating to state or federal laws, including the common law (for example, tort or contract claims), or any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute unless prohibited under applicable state law. Persons in privity with or claiming through, on behalf of or in the right of Lessee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event shall persons in privity include other Snap-on franchisees who have signed separate van lease agreements or similar agreements with Lessor.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 28(a) shall not affect either party's obligation to arbitrate the dispute or controversy under this Section 28(b). A demand for arbitration must be made within the applicable statute of limitation period; otherwise, the right to any remedy shall be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 28(b) shall be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seg.), and arbitration shall take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration shall be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Lessee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Lessee resides, Lessee may cause the arbitration to be held within Lessee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars ($75,000.00), Lessor shall pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars ($7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars ($75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Lessee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs shall be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Lessee of tax returns filed by Lessee (including tax returns for a significant owner of Lessee if the Lessee is a corporation or limited liability company) for the last three (3) tax years; (5) production by Lessor of Lessee's statements of account balance with Lessor for three (3) years prior to the filing of the arbitration or if the Lease is active within three (3) years of the time of the filling, then for the term of the Lease; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party shall not be liable for punitive or exemplary damages and the arbitrator shall have no authority to award the same. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Lessee or any person in privity with or claiming through, on behalf of or in the right of Lessee, and therefore Lessee and Lessor agree that (x) arbitration under this Section 28(b) shall be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (y) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes

regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable shall be enforced in arbitration.

In addition, in the event any other provision in this Section 28(b) is determined to be invalid or unenforceable as a matter of law , then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 28, to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision or provisions had not been included in this Section 28.

BY SIGNING BELOW, THE PARTIES AGREE THAT THEY ARE REQUIRED TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AS SET FORTH IN THIS SECTION 28 AND ARE LIMITED IN THE MANNER IN WHICH THEY CAN SEEK RELIEF, INCLUDING THAT THEY EACH SPECIFICALLY WAIVE THEIR RIGHT TO BRING SUCH CLAIMS IN A COURT OF LAW AND TO HAVE A TRIAL BY JURY.

(c) Provisional remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions, repossession (including seeking an order on whether the Lessor may exercise the remedy in Section 16(c), only relief shall be a judgment or order regarding repossession of the Vehicle and the only evidence admissible in the court proceeding shall be whether any one or more of the events or conditions default specified in Section 15, above, have occurred and all other issues, claims and evidence shall be subject to arbitration) or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration. Any such action shall be brought by Lessor or Lessee in the county (or similar political unit) or federal judicial district where Lessee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

29. Notices. Any written notice or demand under this Lease may be given to a party by mailing it to the party at its address set forth herein, or at such address as the party may provide in writing from time to time. Notice or demand so mailed shall be effective when deposited in the United States mail duly addressed and with postage prepaid.

30. Expenses of Enforcement. Lessee shall pay to Lessor all costs and expenses, including reasonable attorneys' fees and fees of collection agencies, incurred by Lessor in exercising any of

its rights or remedies hereunder or in enforcing any of the terms or provisions hereof, whether or not suit is brought.

31. Effect of State Laws; Severability. It is agreed that the rights of the parties under this Lease shall be governed by the laws of the State of Illinois, excluding its conflict of laws principles except to the extent the Federal Arbitration Act governs Section 28, above. In addition to the severability provisions in Section 28, each article, Section, subsection, term, and condition of this Lease, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Lease is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule, or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Lessor is a party, that ruling shall not impair the operation of, or have any other effect upon, any other portions of this Lease; all of which shall remain binding on the parties and continue to be given full force and effect. Any invalid portion shall be deemed not to be a part of this Lease as of the date upon which the ruling becomes final, if Lessee is a party to such proceedings, or upon Lessee's receipt of notice of nonenforcement from Lessor.

32. Considerations Regarding Trade-in Title, or Clearing Title. This transaction is voidable at the option of Lessor if the certificate of title to any trade-in vehicle, or to the leased vehicle, respectively, contains information which materially affects the value of such vehicle and is not disclosed in writing prior to this Lease. If any lien or lease payoff on an owned or leased trade-in is estimated, the net amount of any trade-in will be adjusted to reflect the total all-in cost of obtaining clear title, and Lessee will accept the change in capitalized costs and change in payment amounts based on the implicit rate in this Lease.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS LEASE. YOU MAY OBTAIN INSURANCE FROM ANY SOURCE ACCEPTABLE TO LESSOR.

NOTICE TO LESSEE: 1. DO NOT SIGN THIS LEASE BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES; 2. YOU ARE ENTITLED TO AN EXACT AND COMPLETELY FILLED-IN COPY OF THE LEASE YOU SIGN; 3. KEEP IT TO PROTECT YOUR LEGAL RIGHT; 4. DO NOT SIGN IF THERE ARE ANY BLANK SPACES.

NOTE: THE UNDERSIGNED LESSEE REPRESENTS AND WARRANTS THAT IT HAS READ ALL DOCUMENTS WHICH ARE PART OF THIS LEASE, THAT IT IS FULLY AWARE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND THEREIN, THAT ALL REQUIRED ACTION HAS BEEN TAKEN AND THAT ALL DOCUMENTATION HAS BEEN AUTHORIZED TO BE EXECUTED BY THE FOLLOWING SIGNATORIES:

This Lease shall not be binding upon Lessor or become effective until and unless Lessor accepts the same in writing.

LESSEE HEREBY ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS LEASE

LESSEE: [CORPORATE NAME]		**LESSOR: SNAP-ON CREDIT LLC**	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date & Time:	_____	Date & Time:	_____

APPENDIX I.7

OFFER SUMMARY FOR VAN LEASE (CA)

Funding Provided:	«EquipCost»	This is how much funding Snap-on Credit LLC will provide.
Annual Percentage Rate (APR)	«APR»%	APR is the cost of your financing expressed as a yearly rate. APR incorporates the amount and timing of the funding you receive, fees you pay, the periodic payments you make, and the anticipated cost for you to acquire the property at the end of the lease term. Your APR is not an interest rate.
Finance Charge	«TotalFCAmt»	Documentation Fee: «PrePayDocFee» Lease Finance Charge: «NetFinChrg» Purchase Option: «PurOptAmt» Maintenance Payments: «TotMaintInv»
Total Payments	«TotPmtAmt»	This is the total dollar amount of payments you will make during the term of the contract (including the cost of the purchase option).
Payment	Payment Month 1: «FirstPmtAmtWOMaint» «MaintWithFirstPmt» «SecurityDepositLang1» Payment 2 – «PmtLine2End»: «RegPmtAmtWOMaint»/month plus maintenance of «MthlyMaintFee»/month Purchase Price Payment «PmtLine3Start»: «PurOptAmt» «SecurityDepositLang2»	
Term	«Displayed_Term»	
Prepayment	If you pay off the financing before the end of the term, you will be required to pay all or a portion of the finance charge other than accrued and unpaid interest, up to «PrePayDocFee»	
	If you pay off the financing before the end of the term, you will not be required to pay additional fees or charges.	

Applicable law requires this information to be provided to you to help you make an informed decision.

By signing, you are confirming that you have received this information.

_____ _____

Recipient Signature Date

APPENDIX I.7

OFFER SUMMARY – VAN LEASE (UT)

Total Amount of Funds Provided	**«TotAmtFin»**	Subject to further definition under the rules this box must say "The total amount of funds provided to the business under the terms of the commercial financing transaction"
Total Amount of Funds Disbursed	**«FundingRecd»**	The funds disbursed are less than the financing provided.
Total Amount to be paid to Provider	**«TotPmtAmt»**	This is the total amount paid to the provider under the terms of the commercial financing transaction.
Total Dollar cost of the Transaction	**«FinChrg»**	This cost is calculated by finding the difference of box 1 and box 3 above.
Manner, Frequency and Amount of each Payment	**ACH Debit, Monthly, «RegPmtAmt»**	This describes how the payments will be made, when the payments will be made and the amount of each payment. Subject to further clarification once the rules are released.
Costs or Discounts Associated with Prepayment	**Costs** **Discounts**	There are no costs associated with prepayment of your financing. Any documentation fee you pay as part of your lease is non-refundable. If you pay off your financing early and are not otherwise in default of your lease, your stream of lease payments will be discounted to the then present value using the rate in your lease.

By signing, you are confirming that you have received this form.

_____ _____

Applicant Signature Date

APPENDIX I.7

Snap-on Credit

AMENDMENT TO VEHICLE LEASE AGREEMENT NO.
BETWEEN SNAP-ON CREDIT LLC as Lessor
AND _____
as Lessee

This Amendment is attached to and forms part of that certain Vehicle Lease Agreement No. _____ (the "Lease"), between **Snap-on Credit LLC** ("Lessor") and the undersigned Lessee ("Lessee"). Lessor and Lessee agree as follows:

A. Definitions. Capitalized terms appearing in this Amendment that are defined in the Lease shall have the same meaning as that given in the Lease unless the term is given a special definition in this Amendment.

B. Changes to Section 22 titled EARLY PURCHASE OPTION. Section 22 of the lease shall be replaced in its entirety with the following:

"22. Early Purchase Option: If Lessee is not in default of any term or provision of the Lease, Lessee may pay and satisfy this Lease in full and purchase, "AS IS, WHERE IS" with no warranty from Lessor of any kind, all but not less than all of the Vehicles leased hereunder, provided that Lessee has given Lessor written notice of its intention to exercise such purchase option not later than 30 days prior to the purchase date by paying to Lessor: (a) the then present value of the unpaid balance of the remaining rent payments and all other amounts due under the Lease, all discounted at the Discount Rate; plus (b) the amount set forth in the Purchase Option box at the beginning of this Lease; plus (c) a prepayment premium, if not prohibited by law, for a 48 month or longer lease, equal to (i) two (2) monthly rent payments if prepaid on or before the end of the 24th month of this Lease, or (ii) one (1) monthly rent payment if prepaid after month 24th of the Lease; or for leases having a term of less than 48 months, one (1) monthly rent payment if prepaid on or before the end of the term; plus (d) plus all applicable sales, use or other taxes. In no event shall the aforementioned prepayment premium exceed the highest amount allowable under applicable law. Such prepayment premium represents the costs of prepayment incurred by Lessor, including but not limited to, the Lessor's loss of gross profits. Upon such payment, the Lease shall terminate and Lessee shall become entitled to the Vehicle as owner thereof."

C. Changes to Section 23 titled EARLY TERMINATION OPTION AT TERMINATION OF DEALERSHIP. Section 23 shall not apply to this Lease. Lessee's obligations under this lease shall be unconditional and continuing without setoff.

D. Except as expressly provided in this Amendment, the Lease shall remain unchanged and in full force and effect.

LESSEE: [CORPORATE NAME]

By: _____

Title: _____

Date: _____

LESSOR: SNAP-ON CREDIT LLC

By: _____

Title: _____

Date: _____

APPENDIX I.7

ADDENDUM TO SNAP-ON CREDIT VEHICLE LEASE AGREEMENT
(Franchisee Owned by Trust)

THIS IS THE ADDENDUM TO SNAP-ON CREDIT VEHICLE LEASE AGREEMENT ("Addendum") amends that certain Vehicle Lease Agreement ("Lease Agreement") is made as of the Effective Date below, between SNAP-ON CREDIT LLC ("Snap-on Credit"), and the undersigned Lessee ("Lessee").

The Vehicle Lease Agreement is hereby amended as follows:

1. Section 12 of the Vehicle Lease Agreement is amended to delete the last two sentences and replace it with the following in lieu thereof:

Lessee is and will remain in full compliance with all laws and regulations applicable to it, including, without limitation, the USA Patriot Act and Bank Secrecy Act and shall ensure that no person or persons who own a majority of the ownership interests in, or control, the Lessee (and, in the case of a Lessee held in trust, the grantor(s) and trustee(s) of a trust for Lessee), shall be listed on the Specially Designated Nationals and Blocked Person List or other similar list maintained by the U.S. Department of Treasury, Office of Foreign Assets Control. Lessee is responsible for compliance with, and any costs, materials, parts, services that relate to any Federal or State transportation and/or environmental rules, regulations, restrictions or reporting requirements for the geographies in which Lessee stores or operates the Vehicle.

1. Section 15 of the Vehicle Lease Agreement is amended by adding the following at the end thereof:

…Or

(n) If Lessee is held in trust and any of the above instances in Sections 15 (a) through 15(m) occur with respect to the grantor(s) or trustee(s) of the trust;

(o) If Lessee is held in trust, and this Agreement is in force and effect at the time of a change in trustee under the terms of the governing trust document and such new trustee fails to provide to Snap-on Credit a Notice for Change in Trustee (as defined in the Policy for Trust-Owned Franchises) within thirty (30) days of such change of trustee;

(p) If the Lessee is held in trust, any transfer of the Lease, including but not limited to a transfer to the grantor of the trust, a new trust, a beneficiary or beneficiaries of the trust, or to a third-party, or dissolution of the trust, that does not comply with the requirements of Section 15 of the Vehicle Lease Agreement. For purposes of this subsection, "transfer" includes a direct or indirect, distribution, sale, assignment, transfer, conveyance and gift.

2. Section 17 of the Vehicle Lease Agreement is amended to insert the following immediately after the first sentence of such section:

For a Lessee held in trust, a change in trustee or if the trustee seeks to terminate the trust and directly or indirectly, distribute, sell, assign, transfer, convey, give away all of the trust's interest in the Lease to the grantor(s) of the trust or the trustee(s) individually or to

the beneficiaries of the trust, such action is considered an assignment requiring the prior approval of Snap-on Credit. If Lessee is held in trust, Lessee will remain responsible for the actions and omissions of any grantor(s) or trustee(s).

3. Section 25 of the Vehicle Lease Agreement is amended to insert the following immediately after the first sentence:

If Lessee is held in trust, Snap-on Credit may at any time request that the grantor(s) and/or trustee(s) and/or beneficiaries of the trust sign and deliver such financing statements and other documents, for the purpose of evidencing and perfecting Snap-on Credit's security interest.

4. The first paragraph of Section 28(a) of the Vehicle Lease Agreement is amended to delete the last two sentences and replace them with the following in lieu thereof:

The mediation will be conducted in the state in which Lessee resides provided however, that if Lessee is held in trust, the mediation will be conducted in the state where here any property that may be the subject of the action is located. The mediator will be selected by mutual agreement between Lessee and Snap-on Credit, and Snap-on Credit will pay the costs of the mediator and location at which the mediation takes place.

5. The first paragraph of Section 28(b) of the Vehicle Lease Agreement is amended to delete the last sentence and replace it with the following in lieu thereof:

Persons in privity with or claiming through, on behalf of or in the right of Lessee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors, assigns and grantor(s) and trustee(s) and beneficiaries of trusts. In no event will persons in privity include other Snap-on franchisees who have signed separate vehicle lease agreements with Snap-on Credit.

6. The third paragraph of Section 28(b) of the Vehicle Lease Agreement is amended to delete the last sentence and replace it with the following in lieu thereof:

The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Lessee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Lessee resides, Lessee may cause the arbitration to be held within Lessee's state of residence at a place mutually convenient to the parties and the arbitrator, provided further, that if Lessee is held in trust, the arbitration will be conducted in the state where any property that may be the subject of the action is located.

7. Item (4) of the fifth paragraph of Section 28(b) of the Vehicle Lease Agreement is amended to delete such item (4) and replace it with the following in lieu thereof:

(4) production by Lessee of tax returns filed by Lessee (including tax returns for a significant owner of Lessee) for the last three (3) tax years, provided, further, that if Lessee is held in trust, Lessee will also produce trust returns for the grantor(s) of the trust) for the last three (3) tax years.

8. The fourth (4^{th}) sentence of the first paragraph of Section 28(c) of the Vehicle Lease Agreement is amended to delete such sentence and replace it with the following in lieu

thereof:

Any such action will be brought by Snap-on Credit or Lessee in the county (or similar political unit) or federal judicial district where Lessee resides, or where any property that may be the subject of the action is located, provided however, that if Lessee is held in trust, any such action will be brought by Snap-on Credit or Lessee held in trust in the county (or similar political unit) where any property that may be the subject of the action is located.

9. Section 28 of the Vehicle Lease Agreement is amended by inserting the following subsection (d):

(d) Application to Trustees. Notwithstanding anything herein to the contrary, if Lessee is held in trust, the provisions of Section 28 shall apply to the trustee(s) of such trust.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Servicing Agreement _____ ("Effective Date")

LESSEE: [CORPORATE NAME]

the address of which is _____

By:_____

Title:_____

SNAP-ON CREDIT LLC

By:_____

Title:_____

APPENDIX I.7

Snap-on Credit

CONTINUING UNCONDITIONAL GUARANTEE
(FOR CORPORATE or LIMITED LIABILITY COMPANY)

FOR VALUE RECEIVED, and to induce Snap-on Credit LLC, (the "Snap-on Credit") to lease, lend money, extend credit or provide other financial accommodation, or agree to accept assignment of certain contracts or rights, or to enter into other contractual relationships or to continue any of the foregoing, to or with _____., a _____ corporation or limited liability company [strike one] ("Company") the majority of the stock of which or the majority membership interest in which [strike one] is owned by the Guarantor or Guarantors, and in consideration thereof, the undersigned Guarantor or Guarantors (hereafter collectively the "Guarantor") hereby unconditionally absolutely guarantees: (A) the full and prompt payment when due (whether at maturity or by declaration, amortization, acceleration or otherwise) and at all times thereafter of all indebtedness, obligations and liabilities of every kind and nature whatsoever of Company to Snap-on Credit howsoever created, arising, acquired, held or evidenced, and whether direct or indirect, primary or secondary, absolute or contingent, joint or several, now or hereafter existing, due or to become due; and (B) the full, prompt and faithful performance and discharge by Company of each and every term, condition, agreement, representation and warranty on the part of Company contained in any agreement (including any amendment, modification or supplement thereof) relating to any loan, credit or other financial accommodation from Snap-on Credit to Company or any other contractual relationship between Snap-on Credit and Company (all such obligations referred to in (A) and (B) above being hereinafter collectively referred to as the "Liabilities"). The Guarantor further agrees to pay to Snap-on Credit, upon demand, all costs and expenses, including attorneys' fees, paid or incurred by Snap-on Credit in collecting or obtaining payment or performance of any Liabilities or in enforcing Snap-on Credit's rights under or with respect to any agreement or collateral or other security in connection with any Liabilities, or in enforcing this Continuing Unconditional Guarantee (this "Guarantee").

In the event that Company fails to pay, perform or discharge the Liabilities when such Liabilities become due and payable (whether by default, acceleration or otherwise), or in the event of the death, incompetency, dissolution, insolvency or bankruptcy of Company or the Guarantor or the inability of Company to pay its debts as they mature, or in the event of an assignment by Company for the benefit of creditors, or the institution of any proceeding by or against Company alleging that Company is insolvent or unable to pay its debts as they mature, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, the Guarantor agrees to pay to Snap-on Credit, immediately upon demand, the full amount which would be payable hereunder by the Guarantor if all of the Liabilities were then due and payable and to otherwise perform and discharge such Liabilities.

This Guarantee shall be a continuing, absolute and unconditional guarantee, and shall remain in full force and effect until written notice of its discontinuance shall be actually received by Snap-on Credit, and also until any and all of said Liabilities created before receiving such notice of discontinuance shall be fully paid, performed or discharged. The death of the Guarantor shall not terminate this Guarantee until written notice of such death shall have been actually received by Snap-on Credit, and also until all of said Liabilities created before receiving such notice shall be fully paid, performed or discharged.

The liability of the Guarantor under this Guarantee shall not be affected, impaired, reduced, released, limited or modified by any of the following (any or all of which may be done or omitted by Snap-on Credit in its sole discretion and without notice): (a) any act or failure to act by Snap-on Credit with respect to Company, the Liabilities or any collateral or security therefore; (b) any sale, pledge, surrender, compromise, release, renewal, extension, indulgence, alteration, disposition, exchange, change or modification in or of any of the Liabilities (including, without limitation, any renewal note), any collateral or security for the Liabilities or any agreement or instrument relating to the Liabilities; (c) the acceptance, rejection or release by Snap-on Credit of any collateral or security for, any obligor with respect to, or any other guarantee of, any of the Liabilities; (d) any failure, neglect or omission by Snap-on Credit to realize upon any of the Liabilities or upon any collateral or security therefore (including any failure to protect or insure or to perfect any lien on any such collateral or security); (e) the invalidity or unenforceability of or any irregularity with respect to any Liability; (f) the bankruptcy or insolvency of Company or the application to Company or its estate of any provision of the United States Bankruptcy Code or any other bankruptcy or insolvency law; (g) the extension of additional loans, credits or other financial accommodations made to Company without notice to or approval of the Guarantor; (h) any change in Company's name or any merger, acquisition or consolidation involving Company; or (i) any other act or failure to act of any kind by Snap-on Credit, other than the execution and delivery by Snap-on Credit to the Guarantor of a written document clearly and expressly amending, releasing or canceling this Guarantee.

The Guarantor hereby waives: (a) notice of the acceptance of this Guarantee; (b) notice of the existence, creation, extension or modification of any of the Liabilities, any collateral or other security therefore or any agreement relating thereto; (c) demand, presentment, protest and notice of demand, presentment, protest, nonpayment, dishonor or default, and all other notices whatsoever; and (d) all diligence in collection or protection of or realization upon any Liabilities, any obligation of the Guarantor hereunder or any collateral or other security for any of the foregoing.

This Guarantee is a guaranty of payment and not of collection. There shall be no conditions to the obligation of the Guarantor to pay, perform and discharge any Liabilities upon failure by Company to pay, perform or discharge such Liabilities when due (whether at maturity or by declaration, acceleration or otherwise), and Snap-on Credit shall be under no obligation to seek to obtain payment, performance or discharge from Company or any other person or entity or to resort to or seek to realize upon any collateral or any other security or property whatsoever prior to obtaining payment, performance or discharge by the Guarantor on this Guarantee. Snap-on Credit shall have the exclusive right to determine how, when and what application shall be made of any payments and credits on the Liabilities or under this Guarantee.

Until all of the Liabilities are fully paid, performed and discharged, the Guarantor hereby:

(a) assigns to Snap-on Credit as security for the Guarantor's obligations under this Guarantee, and subordinates to the Liabilities, any liabilities, indebtedness and obligations of Company held by or owed to the Guarantor, including any collateral or other security therefore,

(b) assigns to Snap-on Credit, and agrees that Snap-on Credit shall have, a security interest in the following business property, assets, rights and interests of Company or Guarantor (as applicable), whether now owned or existing or hereafter acquired or arising:

(1) Any collateral, including, but not limited to, any goods, equipment, chattel paper, accounts, general intangibles, or any other assets it may now own or hereafter acquire which may constitute Collateral (as such term is defined in (b) (1) through (6), infra), or proceeds of

Collateral of Company or Guarantor (as applicable) for any amounts owed to Snap-on Credit by Company;

(2) All of Company's or Guarantor's (as applicable) Accounts (the term "Accounts" as used herein includes, without limitation, all of Guarantor's accounts receivable arising out of the sale or lease of Inventory or other goods or out of the rendering of services), whether or not specifically assigned to Snap-on Credit;

(3) All of Company's or Guarantor's (as applicable) Inventory (the term "Inventory" as used herein includes, without limitation, all of Company's or Guarantor's goods held for sale or lease or being processed for sale or lease, including all materials, work-in-process, finished goods, supplies and other goods customarily classified as inventory), including Inventory at any time in the possession of any bailee;

(4) All of Company's or Guarantor's (as applicable) business equipment (the "Equipment");

(5) All of Company's or Guarantor's (as applicable) goods, vehicles, (including Company's or Guarantor's van or truck, and to the extent allowed by law without requirement to specify particular VIN numbers of such vehicles) furnishings and fixtures wherever located but only to the extent that such items are used primarily in connection with Company's or Guarantor's (as applicable) Snap-on Business;

(6) All of Company's or Guarantor's (as applicable) cash, negotiable instruments, documents of title, warehouse receipts, chattel paper, general intangibles, securities, leases, contract rights, certificates of deposit, deposit accounts, cash equivalents, interest or dividends on any of the foregoing, insurance claims, patents, trademarks, good will and other property of any kind or description, wherever now or hereafter located, but only to the extent that such items are used primarily in connection with Company's or Guarantor's (as applicable) Snap-on Business; and

Without limiting the foregoing, all substitutions, renewals, improvements and replacements of, and additions and accessions to, the foregoing, and all products and proceeds of the foregoing, including, without limitation, all of the proceeds in any form of Company's or Guarantor's (as applicable) Accounts and Inventory, whether specifically assigned to Snap-on Credit or not. Notwithstanding the foregoing, if Guarantor is an individual, Guarantor's residence, personal, family or household goods and assets not related to or used primarily in connection with Company's or Guarantor's (as applicable) Snap-on Business are specifically excluded from the definition of "Collateral." The terms used herein to identify the Collateral shall have the respective meanings assigned to such terms as of the date hereof in the Uniform Commercial Code, as amended, in effect in the state listed in the introductory paragraph as Company's address (the "UCC"). The security interest granted hereby shall continue to attach to the Collateral notwithstanding any sale, exchange or other disposition of the Collateral by Company or Guarantor (as applicable), except for Inventory sold in the ordinary course of business. The security interest herein granted is to secure the payment of all of Guarantor's obligations to guarantee payment and/or performance to Snap-on Credit of all of the Liabilities; all costs and expenses, including attorneys' fees, paid or incurred by Snap-on Credit in collecting or obtaining payment or performance of any Liabilities or in enforcing Snap-on Credit's rights under or with respect to any agreement or collateral or other security in connection with any Liabilities, or in enforcing this Guarantee and the performance of all of Guarantor's obligations to Snap-on Credit hereunder; and any and all other obligations of Company or Guarantor to Snap-on Credit of every kind and description, direct or indirect, absolute or contingent, due or about to become due, now existing or hereafter arising.

(c) waives any rights that the Guarantor may have against Company or with respect to the Liabilities or any collateral or other security therefore by reason of any one or more payments or acts in compliance with the obligations of the Guarantor under this Guarantee.

Snap-on Credit may, without notice, sell, assign or transfer all or any of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of, or any participant in, any of the Liabilities shall have the rights, powers and benefits granted to Snap-on Credit in this Guarantee, including the right to enforce this Guarantee by suit or otherwise.

In the event that a claim (a "repayment claim") shall be made upon Snap-on Credit at any time for repayment of any amount received by Snap-on Credit in payment of any of the Liabilities, whether received from Company or the Guarantor, or received as the proceeds of collateral, or otherwise, by reason of: (a) any judgment, decree or order of any court or administrative body having jurisdiction over Snap-on Credit or any of its property; or (b) any settlement or compromise of any such repayment claim effected by Snap-on Credit with the claimant (including Company), the Guarantor shall remain liable to Snap-on Credit for any amount repaid pursuant thereto to the same extent as if such amount had never originally been received by Snap-on Credit, notwithstanding any termination hereof or the cancellation of any note or other instrument evidencing any of the Liabilities.

Mediation. Except as otherwise provided in the provisional remedies below the parties agree to attempt to resolve any controversy or disputes arising out of or relating to this Guarantee including, but not limited to by non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 60 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides or a mutually agreeable location. The mediator will be mutually agreed upon by the Franchisee and Snap-on Credit, and Snap-on Credit will pay the costs of the mediator and for the location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

Arbitration. Except as otherwise provided in the provisional remedies below, any controversy or dispute arising out of or relating to this Guarantee including, but not limited to, any claim by Guarantor, or any person in privity with or claiming through, on behalf of or in the right of Guarantor, concerning the entry into, performance under, or termination of, this Guarantee; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on Credit; any claim of breach of this Guarantee or any agreement between the parties or their respective affiliates (whether existing before or after this Guarantee); and any claims arising under state or federal laws, including any statutes, rules, or regulations, will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute unless prohibited under applicable state law. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event will

persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on Credit.

A party's failure or refusal to resolve the controversy or dispute through mediation under mediation provision above will not otherwise affect either party's obligation to arbitrate the dispute or controversy under this arbitration provision. A demand for arbitration must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this arbitration provision will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seg.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars ($75,000.00), Snap-on Credit will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars ($7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars ($75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a significant owner of a Corporate Franchisee) for the last three (3) tax years; (5) production by Snap-on Credit of Franchisee's statements of account balance with Snap-on Credit for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The award or decision by the arbitrator will be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of, Franchisee, and therefore Franchisee and Snap-on Credit agree that (i) arbitration under this arbitration provision will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this arbitration provision is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this arbitration provision, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this arbitration provision.

BY SIGNING BELOW, THE PARTIES AGREE THAT THEY ARE REQUIRED TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AS SET FORTH IN THIS SECTION AND ARE LIMITED IN THE MANNER IN WHICH THEY CAN SEEK RELIEF, INCLUDING THAT THEY EACH SPECIFICALLY WAIVE THEIR RIGHT TO BRING SUCH CLAIMS IN A COURT OF LAW AND TO HAVE A TRIAL BY JURY.

Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies will not be deemed to be a waiver of either party's right to compel arbitration. Any such action will be brought by Snap-on Credit or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

This Guarantee shall be deemed to have been delivered and made and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws (without regard to the conflicts of laws provisions) of the State of Illinois in which the Snap-on Credit's office is

located, except to the extent the Federal Arbitration Act governs the provisions of any arbitration agreement herein. Whenever possible, except as otherwise provided above, each provision of this Guarantee shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guarantee shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guarantee. This Guarantee shall be binding upon the Guarantor and upon the heirs, legal representatives and successors of the Guarantor, and shall inure to the benefit of Snap-on Credit, its legal representatives, successors and assigns.

If this Guarantee (including any counterpart hereof) is signed by more than one Guarantor, the liability of each Guarantor shall be joint and several, and each reference herein to the Guarantor shall be deemed to refer to each such Guarantor. In furtherance and not in limitation of the rights and remedies of Snap-on Credit hereunder or at law, Snap-on Credit may proceed under this Guarantee against any or all Guarantors in its absolute and sole discretion for any Liabilities or other obligations of Company arising hereunder. No release, discharge or modification of the obligations of, or the collateral provided by, any party liable on this Guarantee shall affect the obligations of any other party on this Guarantee.

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be executed and delivered:

_____

(Individual Signature of Guarantor)

Printed Name: _____, an individual Dated _____

APPENDIX I.7

Snap-on Credit

VEHICLE LEASE AGREEMENT ACCEPTANCE CERTIFICATE

Lease No.

LESSOR	LESSEE
Name: **Snap-on Credit LLC** Address: **950 Technology Way** **Libertyville, IL 60048**	Name: Address:

DESCRIPTION OF VEHICLES

Year / Make	Model/Body Type	Vehicle I.D.

Lessee hereby acknowledges receipt in good condition of all the Vehicles listed above and in any schedule made a part hereof, accepts the same in accordance with the above-described Lease between Lessor and Lessee, and agrees that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease. Lessee and Lessor hereby acknowledge and agree that the above-described Lease is hereby amended as follows:

1. **DELIVERY DATE**. Lessee acknowledges that the Vehicle(s) were delivered to Lessee **as dated below.**
2. **AMENDMENTS**. Lessee hereby acknowledges and agrees that neither the Lease nor this Acceptance Certificate may be amended, rescinded, modified, waived or extended, except in a writing signed by each of Lessee and Lessor.
3. **WEAR AND TEAR SPECIFICATIONS UPON RETURN**. The following listed specifications are to be interpreted as reasonable wear and tear requirements and any exceptions thereto shall be considered damage for the purposes of the Lease. Lessee is responsible for the repair of damage to the Vehicles not meeting these requirements before returning the Vehicles to Lessor at Lessee's cost, to the location to be designated by Lessor.
   Tires: to have not less than one-half of the original manufacturer's tread depth specifications when sold as new. Recaps or damaged side walls are not acceptable on the front. Vehicles returned with unacceptable tires will be charged the cost of new and acceptable tires.
   Brakes: to be operating in a safe condition and in any event brake pads not less than 50% of original specifications when new.
   Engine: including cooling system must be functional and running normally. Cracked block or engine, rod or bearing knocks are not acceptable.
   Power and Mechanical Accessories: all such items must be fully operating in a functional manner, including but not limited to batteries, heating/air systems, lift gates (including any remotes and shoreline adaptor), power inverter(s) or other power assist or power adaption equipment (Note: if your van has/had a generator, this includes any generators that were a part of your vehicle at the time you accepted it or if installed thereafter).
   Interior: Interior should meet original manufacture specifications with original equipment (or appropriately specified replacements) and be fully functional, including but not limited to: layout, displays and sales aids, shelving/racks/ pegboard, lacing (intact), power tool adapters, alarm, lights, keys, key fob remote, power systems, E-track straps, safety equipment (wheel chock, passenger jump seat, etc.) and similar types of items.
   Body Exterior: must be free from scratches, dings, accident or wind damage, significant corrosion (that in Snap-on's reasonable opinion would have to be repaired in order to meet the requirements of the Snap-on Program), and all decals/logos must be current and in good condition sufficient to meet the requirements of the Snap-on Program.
   Window Glass: must be free from cracks, pitting, and rock chips, sandblasting damage or wiper scratches.

This Lease shall not be binding upon Lessor unless Lessor accepts the same in writing. **Note**: The undersigned Lessee represents and warrants that it has read all documents which are part of this Lease, that it is fully aware of all the terms and conditions contained herein and therein, that all required action has been taken and that all documentation has been authorized to be executed by the following signatories:

Do not sign this document unless you have taken delivery of the aforementioned Vehicle.

LESSEE:	**LESSOR: SNAP-ON CREDIT LLC**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX I.7

Snap-on Credit

VAN MAINTENANCE AGREEMENT

This Agreement is made by and between Snap-on Credit LLC, a Delaware limited liability company ("Snap-on Credit") and the undersigned Franchisee ("Franchisee") with respect to the following Van:

Year / Make	Model/Body Type	Vehicle I.D.	Vehicle Supplier

R E C I T A L S

WHEREAS, Franchisee is an authorized franchisee of Snap-on Tools Company LLC and has been approved by Snap-on Credit or another Leasing Company for participation in the Franchise Finance Program and/or the Van Leasing Program; and

WHEREAS, as a condition of approval, the Franchise Finance Program and/or the Snap-on Credit Van Lease Program and/or Lease require Franchisee to participate in a Van Maintenance Program facilitated by Snap-on Credit in order to provide records of Franchisee's compliance with the maintenance requirements under the Lease; and

WHEREAS, Franchisee recognizes and acknowledges the benefit to the Franchisee of having a Van Maintenance Program which provides a method for regular inspection and maintenance of Franchisee's leased van and record retention of any maintenance.

NOW THEREFORE, based upon the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions**. As used in this Agreement the following terms shall have the meanings set forth or as referenced below:

a. "Account Balance" means the total sum paid by Franchisee pursuant to Paragraph 2(a) less any amounts paid out pursuant to Paragraphs 2(c) and 2(d).

b. "Administrator" means the entity designated by Snap-on Credit as the Van Maintenance Program Administrator from time to time.

c. "Agreement" means this Van Maintenance Agreement.

d. "Franchisee" means an individual or corporation authorized by Snap-on as an independent dealer or franchisee.

e. "Franchise Finance Program" means the Financing Program made available by Snap-on Credit through which qualifying franchisees are able to obtain financing of a portion of their initial investment from Snap-on Credit.

f. “Lease” means an Agreement between a Franchisee and Snap-on Credit or another third-party leasing company governing the lease of the Van.

g. “Leasing Company” means the company which is the lessor on the Lease.

h. “Maintenance Fee” has the meaning set forth in Paragraph 2(a).

i. “Snap-on” means Snap-on Tools Company LLC, and its parents, successors and assigns.

j. “Van” means a display van as identified on page one of this Agreement, or any substitutions thereto, that meets the specifications of the Franchise Finance Program or Snap-on.

k. “Van Maintenance Vendor” means the garage or vehicle dealership which provides regular maintenance service to the Van, that has been approved by the Administrator.

2. **Obligations of Franchisee**.

a. Each week during the term of the Lease, Franchisee shall pay to Snap-on Credit the sum of Seventy-Five dollars ($75.00) per week or such other amount as may be agreed to by the parties (the “Maintenance Fee”). This weekly Maintenance Fee shall be paid to Snap-on Credit by weekly direct debit (withdrawal) of Franchisee’s bank account, pursuant to instructions duly executed by Franchisee and delivered to Franchisee’s bank. Such withdrawal shall be due on the same day that Snap-on Credit withdraws the weekly payment under the Lease and ACH Agreement between Franchisee and Snap-on Credit. In the event Franchisee refuses to enter into or otherwise terminates the ACH arrangement, Franchisee shall pay the Maintenance fee monthly in advance, in the amount of Three Hundred Twenty Five dollars (**$325.00)** on the first day of each month. Snap-on Credit shall periodically forward such funds to the Administrator, who shall administer the funds pursuant to the terms and conditions of this Agreement specifically designating an account identifying the Franchisee, the Lease and the Van. The funds may be commingled with other funds of either Snap-on Credit or the Leasing Company or the Administrator. The funds may be forfeited if Franchisee breaches the Lease or terminates his Lease in advance of the scheduled Lease termination date and does not exercise the lease purchase option at the end of the lease term. The funds may not be used by Franchisee to pay a termination fee or early purchase option fee without Snap-on Credit’s prior written permission.

b. Within ten (10) days of delivery of the Van, Franchisee shall notify the Administrator of the Franchisee’s Van Maintenance Vendor which shall be a vendor providing regular maintenance to the Van selected at Franchisee’s discretion, subject to approval by the Administrator, which approval shall not be unreasonably withheld.

c. On a quarterly basis, Franchisee shall arrange to have the Van inspected and the oil and filter changed by the Van Maintenance Vendor and shall forward to the Administrator the statement from the Van Maintenance Vendor for payment. At least once a year, or more often as required in writing by Snap-on Credit, the Administrator shall supply the Van Maintenance Vendor with an inspection report to be completed and returned to the Administrator. Upon Administrator’s receipt of proof of payment of the oil and filter change or the invoice from the Van Maintenance Vendor or the completed inspection report, the Administrator shall pay the Van Maintenance Vendor or reimburse Franchisee, the lesser

of: (i) the Account Balance of the Maintenance Fee collected from Franchisee, or (ii) the amount shown in the Van Maintenance Vendor's invoice. Franchisee shall be responsible for any payments owed to the Van Maintenance Vendor or other third party vendors which are not paid by the Administrator.

d. In addition to the oil and filter change and inspections, the Administrator may pay or reimburse for repairs it approves in its sole discretion. Following any repair or maintenance, whether provided by the Van Maintenance Vendor or other service provider, Franchisee shall forward to the Administrator copies of the repair order and receipt. Customization work and repairs arising out of accidents or damage which are routinely covered by insurance shall not be paid out of the Maintenance Fee or Account Balance. Franchisee shall be responsible for any payments owed to the Van Maintenance Vendor or other third party vendors which are not paid by the Administrator.

e. If the amount of the Maintenance Fee collected from Franchisee exceeds the amount paid by the Administrator to the Van Maintenance Vendor, Snap-on Credit shall retain any excess until same is paid in accordance with this Paragraph 2 and/or Paragraph 3 below.

3. **Administrator's Obligations**.

a. The Administrator shall maintain copies of all maintenance records provided to the Administrator by Franchisee. Upon request from the Franchisee and with reasonable notice, the Administrator shall provide the Franchisee with copies of all maintenance records. Requests for copies of records shall be limited to a reasonable number.

b. The Administrator shall pay, upon receipt from the Franchisee and Snap-on Credit, the Van Maintenance Vendor's quarterly statement for an oil change and inspection of the Van up to the amount of funds paid to the Administrator or Snap-on Credit by Franchisee as the Maintenance Fee.

c. In the event the Lease is terminated prior to its scheduled termination date with the consent of Snap-on Credit, so long as Franchisee is not in default of, or in process of terminating, any agreement with Snap-on Credit or Snap-on and if Franchisee does not exercise the option to purchase the Van early, the Account Balance of the Maintenance Fees held by the Administrator or Snap-on Credit shall be: (i) first, paid to Snap-on Credit to pay for any out-of-pocket costs incurred by Snap-on Credit as a result of the early termination of the lease, (ii) second, paid to the Leasing Company to pay any costs associated with refurbishing the Van for subsequent sale or lease to others; (iii) third, retained by the Administrator or Snap-on Credit and held for subsequent lessees of the Van identified in the Lease, provided however that if the Van is sold rather than leased, any remainder will be forwarded to Franchisee instead of being retained by the Administrator under this subsection 3 (c) (iii).

d. In the event of a default by Franchisee under the Van Lease or any Franchise Finance Program Loan, or in the event Franchisee is terminating Franchisee's Snap-on Franchise, then, in the sole discretion of Snap-on Credit, the Administrator shall forward as much of the Account Balance of the Maintenance Fees as needed (i) first, to the Leasing Company (or its agent), to pay the Leasing Company for any other amounts owing, due, or to become due under the Lease (including, but not limited to, any rent, taxes, termination or other charges specified in the Lease) or any amounts due under any other agreement between the Leasing Company and the Franchisee; (ii) second, paid to Snap-on Credit to pay for any

out-of-pocket costs incurred by Snap-on Credit as a result of the early termination of the lease, (iii) third, paid to the Leasing Company to pay any costs associated with refurbishing the Van for subsequent sale or lease to others; (iv) fourth, to Snap-on Credit, to pay any amounts owed by the Franchisee to Snap-on Credit; (v) fifth, to Snap-on to pay any amounts owed by Franchisee to Snap-on; and (vi) finally, any remainder to be retained by the Administrator and held for subsequent lessees of the Van identified in the Lease, provided however, that if the Van is sold rather than leased, any remainder will be forwarded to Franchisee instead of being retained by the Administrator under this subsection 3 (d) (iv).

e. In the event the Lease is terminated prior to its scheduled termination date and if Franchisee **does** exercise the option to purchase the van in full and satisfies all lease obligations (including any end of term purchase option) and is not otherwise in default of, or is terminating any agreement with Snap-on Credit, the remaining Account Balance after such purchase, if any, may be forwarded to franchisee upon Snap-on Credit's confirmation of release.

f. The costs to refurbish shall be determined at the sole discretion of Leasing Company.

g. Neither the Administrator, Snap-on Credit nor any Leasing Company shall be obligated to accrue or pay interest on the Maintenance Fee retained during the term of the Lease and/or during the period in which the Van is being refurbished.

4. **Leasing Company Beneficiary**. The parties acknowledge that if the Leasing Company is not Snap-on Credit, then it is a third party beneficiary to this Agreement and to the rights and benefits of Snap-on Credit under this Agreement. Snap-on Credit may assign its rights and obligations under this Agreement to the Leasing Company at its sole discretion.

5. **General Matters**.

a. Nothing in this Agreement shall be construed to relieve Franchisee of Franchisee's obligations under the Lease or to relieve Franchisee of Franchisee's obligations to maintain the Van in accordance with the terms of the Lease.

b. Franchisee acknowledges the right of the Administrator to distribute maintenance records to Snap-on Credit and the Leasing Company, and to provide information regarding the condition of the Van to Snap-on Credit and the Leasing Company.

c. All notices permitted or required by this Agreement shall be in writing and shall be personally delivered, mailed by first class mail, or transmitted by facsimile to the respective party at the address listed below the signatures of the party unless and until a different address or facsimile telephone number has been designated by written notice to the other party. Snap-on Credit shall notify Franchisee of changes to the Administrator as provided under this Paragraph 5(c).

d. This Agreement contains the entire understanding and agreement between the parties and supersedes all prior or contemporaneous written or oral agreements and understandings relating to the subject matter hereof. Neither party is entitled to rely on any representation of any officer, employee or agent of the other party which is not expressly set forth in this Agreement. This Agreement may not be modified except by writing evidencing such a modification and signed by both parties.

e. Any failure by any party to enforce at any time any term or condition under this Agreement shall not be construed as a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

f. In addition to the severability as provided in Section 5(i) below, the provisions of this Agreement shall be considered severable. If for any reason any provision of this Agreement, including, but not limited to, any provision relating to the termination of this Agreement, shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law, and in its modified form, that provision shall then be enforceable and enforced.

g. Except to the extent that the Federal Arbitration Act shall apply in accordance with Section 5(i) below, this Agreement, shall be governed by, and interpreted in accordance with the laws (other than the conflict of laws rules) of the State of Illinois, including all matters of construction, validity, enforcement and performance.

h. The language of this Agreement shall be construed as a whole and in accordance with the fair meaning of the language used. The language of this Agreement shall not be strictly construed for or against either of the parties hereto based upon who drafted or was principally responsible for drafting the Agreement or any specific term of condition hereof. This Agreement shall be deemed to have been drafted by each party hereto, and no party may urge otherwise.

i. Alternative Dispute Resolution

(1) Mediation. Except as otherwise provided below in Section 5(i)(3), the parties agree to attempt to resolve any controversy or dispute arising out of, or relating to this Agreement or Franchisee's relationship with Snap-on Credit, or the termination of this Agreement, including, but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee must be submitted to non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 60 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides or a mutually agreeable location. The mediator will be selected by mutual agreement between the parties, and Snap-on Credit will pay the costs of the mediator and location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

(2) Arbitration. Except as otherwise provided in Section 5(i)(3), any controversy or dispute arising out of, or relating to this Agreement, Franchisee's franchise business or Franchisee's relationship with the other parties, including but not limited to, any claim by

Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on Credit; any claim of breach of this Agreement; and any claims arising under or relating to state or federal laws, including the common law (for example, tort or contract claims), or any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute unless prohibited under applicable state law. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event shall persons in privity include other Snap-on franchisees who have signed separate franchisee servicing agreements with Snap-on Credit or separate franchise agreements with Snap-on.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 5(i)(1) shall not affect either party's obligation to arbitrate the dispute or controversy under this Section 5(i)(2). A demand for arbitration must be made within the applicable statute of limitation period; otherwise, the right to any remedy shall be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 5(i) shall be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seg.),, and arbitration shall take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration shall be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars ($75,000.00), Snap-on Credit shall pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars ($7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars ($75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs shall be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing;

(3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a significant owner of Franchisee if the Franchisee is a corporation or limited liability company) for the last three (3) tax years; (5) production by Snap-on Credit of Franchisee's statements of Lease account balance(s) with Snap-on Credit for three (3) years prior to the filing of the arbitration (6) Production of records maintained by Administrator with respect to Franchisee for three (3) years prior to the filling of the arbitration; and (7) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party shall not be liable for punitive or exemplary damages and the arbitrator shall have no authority to award the same. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Franchisee or any person in privity with or claiming through, on behalf of or in the right of Franchisee, and therefore Franchisee and Snap-on Credit agree that (x) arbitration under this Section 5(i) shall be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (y) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable shall be enforced in arbitration.

In addition, in the event any other provision in this Section 5(i) is determined to be invalid or unenforceable as a matter of law , then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 5(i), to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision or provisions had not been included in this Section 5(i).

BY SIGNING BELOW, THE PARTIES AGREE THAT THEY ARE REQUIRED TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AS SET FORTH IN THIS SECTION (i)

AND ARE LIMITED IN THE MANNER IN WHICH THEY CAN SEEK RELIEF, INCLUDING THAT THEY EACH SPECIFICALLY WAIVE THEIR RIGHT TO BRING SUCH CLAIMS IN A COURT OF LAW AND TO HAVE A TRIAL BY JURY.

(3) Provisional remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration. Any such action shall be brought by Snap-on Credit or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

FRANCHISEE:	**SNAP-ON CREDIT LLC:**
[CORPORATE NAME]	
By: _____	By: _____
Print Name: _____	Print Name: _____
Title _____	Title _____
Date: _____	Date: _____

Acknowledgement of Administrator*:

By: _____

Title: _____

Date: _____

*Note, this may be acknowledged by Administrator by signature or other electronic affirmation or acceptance

APPENDIX I.7

Snap-on Credit

EASY AND CONVENIENT PAYMENT METHOD
AUTOMATED PAYMENT PLAN TO VEHICLE LEASE AGREEMENT

Sign the form below and ATTACH AN UNSIGNED AND VOIDED CHECK from this account to assist us in verifying data.

I (we) (hereafter, the "Account Holder") authorize Snap-on Credit LLC hereafter called (SOC"), to initiate debit entries to my (our) account as indicated on the attached voided check or set forth below (the "Account"). Account Holder authorizes the financial institution named on the attached voided check, or otherwise identified below, hereafter called "Bank", to honor entries initiated by SOC and debit the same to such Account and/or to correct any errors. This authority is to remain in force and effect until the schedule of payments is completed or until SOC and/or Bank have received notification of its termination. To terminate this authority, Account Holder must call or write Bank, or call or write SOC at 1-888-846-8122 or the address shown below, in time to receive the request 3 business days or more before the payment is scheduled to be made. If Account Holder calls the Bank, they may also require the request be made in writing and to provide it within 14 days of the call.

Account Holder hereby authorizes Bank to pay and charge to the Account, electronic fund transfers or other forms of pre-authorized check or withdrawal order transfers initiated by SOC and its assigns to its own order in the amount of the Weekly Deduction set forth below or in such other authorized amounts as may be due from time to time, which may be more than the weekly Deduction and may include interest or fees charged to my account. If SOC charges the Account authorized amounts in excess of the authorized Weekly Deduction, SOC will tell Account Holder 10 days before each payment, when it will be made and how much it will be.

Account Holder understands that regardless of this Direct Debit authorization, liability to SOC and its assigns continues for any sums due under any agreement with them which are not otherwise available for automatic withdrawal from the Account. In addition, should the Bank assess any charges, fees, or penalties due it as a result of SOC's withdrawal requests from the Account for the purposes set forth in this Agreement, or should SOC assess fees and charges to my account (such as late fees or NSF fees for dishonored payments). Account Holder confirms responsibility for and shall pay such charges, fees, or penalties directly to the Bank or SOC as applicable. If the balance owed on a final payment is less than the specified Weekly Deduction, SOC may reduce such payment withdrawal request accordingly.

Fill in the following or attach blank voided check here:
Bank Name _____ **Bank Telephone #** _____
Bank Address _____
Bank Routing# _____ **Bank Account #** _____

Lease No: <Lease No.>
Initial Invoice: The total fees of $<Total Due in Advance> (description of fees listed below) will be collected via Direct Debit with the Initial Invoice Deduction (unless a separate check in this amount is attached).

QUANTITY	DESCRIPTION		LINE TOTAL
1	First Monthly Rental Payment	$	<1st Mntly Pmt>
1	Tax on First Monthly Rental Payment	$	<Tax on Mnthly>
1	Security Deposit	$	0.00
1	Down Payment	$	<Down Pymt>
1	Tax on Down Payment	$	<Tax on Dwn>
1	Documentation Fee	$	350.00
1	Down Payment Collected by LDV	$	(<Dwn Pmt Revd by LDV>)
	Total	**$**	**<Total Due in Advance>**

INITIAL INVOICE DEDUCTION: $<Total Due in Advance> (Including any fee listed above) unless a separate check in this amount has already been received.
WEEKLY DEDUCTIONS: $<Weekly ACH>. (Including your weekly installment, Maintenance Fee, and Tax, if applicable) beginning with the ACH Starting Date. I authorize changes to the ACH amount to allow for changes in the monthly sales/use/rental tax rate, if any, under my lease.

ACH Starting Date: The first Monday after van delivery and each Monday thereafter.

ACCOUNT HOLDER
<LEGAL CORPORATE NAME>

By:_____
<PRINTED NAME>
Title: **<TITLE>**

950 Technology Way, Suite 301, Libertyville, IL 60048
Telephone: 888-846-8122 / Fax: 847-782-7880

APPENDIX I.7

Snap-on Credit

Salesperson Name & LIC#: «UATBDEALERNAME» - «UATBDLRLICENSENO»

VEHICLE LEASE ASSUMPTION AGREEMENT

This VEHICLE LEASE ASSUMPTION AGREEMENT is made between the undersigned Assignee ("Assignee") and Snap-on Credit LLC and its successors and assigns (collectively "Lessor") the Assignor (defined below) has leased from Lessor a van under that certain Vehicle Lease No: _____ dated _____ together with all accompanying documents, collectively referred to as the "Lease" (copies of which are attached hereto and incorporated herein as Exhibit A). Assignee is obligated to pay Lessor the monthly Lease Payment of $_____. With the next monthly payment due on _____, and on the first day of each month thereafter until a total of _____ additional Monthly Lease Payments are made plus taxes, fees or other amounts due or to become due under the Lease from time to time.

Assignor has relinquished the van, which is the subject of the Lease to Lessor.

Assignee has requested Lessor consent to the assumption by Assignee of Assignor's interest in the Lease, and Lessor has expressed its willingness to give its written consent to such assumption; provided however, that Assignee execute and deliver this Assumption Agreement and that the undersigned Guarantor(s) (if any) consent(s) to and execute(s) the Guaranty section of this Assumption Agreement.

Therefore, for good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Assignee hereby accepts the assignment of the Lease and van and assumes, covenants and agrees to fully and faithfully perform and discharge each and every covenant, duty, obligation, liability and term on the part of Lessee/Assignor to be performed in the Lease arising on and after the date hereof, including but not limited to the obligation to pay Lessor the monthly Rent Payment and other amounts owed as required under the Lease. Any capitalized terms contained in this Agreement but not defined herein shall have the same meaning as the term has in the Lease.
2. Assignee shall execute a Delivery and Acceptance Certificate in conjunction with this Assumption Agreement. **ANTICIPATED VEHICLE DELIVERY DATE:**_____.
3. Lessee agrees to pay Lessor an amount equal to ____ monthly rent payments to constitute the Security Deposit, which may or may not reflect the same amount on the "Lease." Any sections in the Lease referring to the calculation of the Security Deposit are hereby amended to reflect this new calculation equivalent to two monthly payments as the required Security Deposit.
4. If the Lease was previously subject to a maintenance agreement, Assignee hereby accepts the foregoing assignment of the benefit of the accumulated Van Maintenance Fees. Regardless of whether or not the Lease was previously subject to a maintenance contract, as a condition of Lessor entering into this Assumption Agreement, Lessor requires, and Assignee agrees, that Assignee shall enter into a Van Maintenance Agreement with LDV, Inc. controlling the use thereof in the form attached hereto.
5. The title to the van which is the subject of the Lease remains with the Lessor. Invoices pertaining to the Lease shall be sent to Assignee at the address of Assignee, which Lessor will presume is the van location unless otherwise consented to in writing by Lessor.
6. This Assumption Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois. This Assumption Agreement shall not become effective until it is executed on behalf of Lessor.
7. Assignee declares the asset location is _____, and will be registered with the state of _____ according to Assignee's state law.
8. "Assignor" is _____.

ASSIGNEE: [CORPORATE NAME]	**LESSOR: SNAP-ON CREDIT LLC**
By: _____	By: _____
Printed Name &Title: _____	Printed Name & Title: _____
Date: _____	Date: _____

950 Technology Way, Suite 301 Libertyville, IL 60048
Telephone: 888-846-8122 / Fax: 847-782-7880

APPENDIX I.8

Credit Programs
Automated Payment Remittance Program

Snap-on Credit offers the Automated Remittance Plan for remitting payments received from customers under the Credit Sales Programs. This plan utilizes electronic funds transfer to provide Franchisees and their customer a timely, accurate, and convenient method of remittance.

With Automated Payment, you eliminate the hassle of mailing checks. Automated Payment offers you:

A. Assurance of timely application of payment to customer accounts
B. Efficient remittance of customer payments
C. Current customer balance information
D. Eliminate time consuming check writing and balancing remittances

Snap-on Credit LLC
950 Technology Way
Suite 301
Libertyville, IL 60048
877-777-8455

- The Automated Payment Plan will ensure payments from the Franchisee's eECCR are immediately posted and processed to avoid duplicate or erroneous billings.
- The Automated Payment Plan will help ensure payments are processed timely.
- EC payments identified by the Franchisee to remit are debited directly from Franchisee's business bank account, eliminating time-consuming check writing.

Instructions: Complete the form below. Attach an unsigned and voided check from this account to assist us in verifying data.

I (the "Remitter") authorize Snap-on Credit LLC hereafter called "SOC", to initiate debit entries to my business account indicated below based on my transmittal of my eECCR record to SOC or Snap-on Tools, where I will specify the amount of, and thereby authorize the specific debit to be processed the same or next business day and the amount of same. I authorize the financial institution named below (the "Institution"), to charge the amount of such entries to my account and to correct any errors. Institution is authorized to deposit any such corrections to my account. This authority is to remain in full force and effect until I revoke the agreement as hereafter provided. Any revocation is effective only if written or verbal notice from me to terminate this agreement is received by SOC or Institution in such time and manner to afford a reasonable opportunity to act upon the notice (at least 3 business days prior to the debit). Remitter understands that liability to SOC and its assigns continues for any sums due which are not otherwise available for automatic withdrawal from the Account, and should Institution assess any charges, fees, or penalties due it as a result of SOC's authorized withdrawal requests from the Account, or should SOC assess fees and charges to my account (such as NSF fees for dishonored payments). Remitter shall pay such items. A copy of this form is available from Snap-on Credit at the address listed above.

Remitter Name	**Remitter's Business Account Number**
Address	**Institution Routing Number (Bank Routing Number)**
City, State, Zip	**Institution Name (Bank)**
Phone Number	**Institution Address (Bank)**
Date	**Institution Phone Number (Bank)**
Remitter Signature & Title: _____	

APPENDIX I.9

FRANCHISEE WEB PAGE PARTICIPATION AGREEMENT

THIS FRANCHISEE WEB PAGE PARTICIPATION AGREEMENT (this "**Agreement**") is made as of the Effective Date below, by and between Snap-on Tools Company LLC, a Delaware Limited Liability Company ("**Snap-on**") and the undersigned Franchisee ("**Franchisee**").

BACKGROUND

Franchisee has entered into a Franchisee Agreement with Snap-on pursuant to which Franchisee operates a Snap-on franchise (the "**Franchise Agreement**"). Snap-on has a website located at www.snapon.com. This website or any substitute or replacement website that Snap-on makes available for Franchisee Web Pages (defined below) is referred to as the **"Snap-on Website"**. Franchisee is interested in having its own web page on the Snap-on Website (the "**Franchisee Web Page**"). Snap-on is willing to host the Franchisee Web Page on the Snap-on Website, on the terms and subject to the conditions set forth below. Any terms used in this Agreement but not defined herein have the definition ascribed to them in the Franchisee Agreement.

NOW, THEREFORE, in consideration of the mutual premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Creation and Maintenance of Franchisee Web Page**. Snap-on will create, provide and maintain a Franchisee Web Page for Franchisee's Snap-on franchise, with such features and functionality as Snap-on may determine, subject to the terms and conditions set forth in this Agreement, the Franchisee Agreement, the Snap-on Brand Handbook and in writing by Snap-on from time to time. Snap-on may update or modify the Franchisee Web Page from time to time to include new or different features and functionality. Snap-on may offer Franchisee the chance to customize certain portions of the Franchisee Web Page and add features and information (e.g., a photo of Franchisee's business, hours of business) in its reasonable discretion. All content, modifications and additional features, if any, must be approved by Snap-on. Snap-on reserves the right to terminate, suspend and/or change the Snap-on Website and/or Franchisee Web Page at any time for any reason. Such termination, suspension or modification does not impact Franchisee's right to use the internet as provided in the Franchise Agreement and Brand Handbook.

2. **Hosting the Franchisee Web Page**. Snap-on will use commercially reasonable efforts to host the Franchisee Web Page available on the internet, at such uniform resource location ("URL") as Snap-on may determine, on a 24 hour a day, 7 day a week basis, subject to any needed downtime for maintenance purposes, and maintenance and system outages, whether scheduled or unscheduled. Franchisee acknowledges and agrees that Snap-on can make no guarantee that any given user will be able to access the Snap-on Website and/or Franchisee Web Page at any given time. Franchisee also acknowledges and agrees that there are no assurances that access and service will be available at all times or be uninterrupted, and Snap-on will not be liable to Franchisee or to any third party for any damage or loss, including any loss of sales opportunity, revenue or goodwill, for failure of accessibility to the Snap-on Website and/or the Franchisee Web Page, including due to failures of the internet or for any other causes, whether or not within Snap-on's control.

3. **Franchisee Computer System Requirements**. Franchisee must maintain a computer system that meets the specifications and requirements that Snap-on requires of its franchisees from time to time. Franchisee must also subscribe, at Franchisee's expense, to a reliable internet service provider or other electronic communication provider or service. Franchisee will be responsible for any incidental expenses Franchisee incurs with respect to obtaining and maintaining such service. Snap-on may require Franchisee, at Franchisee's expense, to update Franchisee's computer system and internet or electronic communication connection from time to time for technology advancements and upgrades, changes in features and functionality and similar reasons.

4. **Fees and Payments**. The basic standardized format Franchisee Web Page is currently provided to Franchisee by Snap-on without a separate fee or charge. Snap-on may require that Franchisee pay a monthly fee, which may be changed from time to time by Snap-on, provided that Snap-on gives Franchisee not less than thirty (30) days prior notice specifying the amount of the fee or modified fee and the effective date of such change. Franchisee may also be provided the option, however, either at the time of signing this Agreement or in the future, of selecting other Franchisee web page formats made available by Snap-on for Franchisee's Franchisee Web Page. These web pages (**"Premium Web Pages"**) may have additional features, options or functionality, and will be offered for a separate monthly fee to be determined by Snap-on. Any such fees will be in addition to any costs or expense related to computer hardware or software or Franchisee's connectivity with the web pages. Any fees to be paid by Franchisee in connection with the Franchisee Web Page and Premium Web Page may be changed from time to time by Snap-on in its sole discretion. Such fees will be invoiced to Franchisee on Franchisee's statement. If Franchisee has a Premium Web Page, the Premium Web Page shall be considered a "Franchisee Web Page" for the purposes of this Agreement. Franchisee acknowledges that Franchisee has no right to any Premium Web Page or Franchisee Web Page. Any fee is considered fully earned when invoiced.

5. **Franchisee Restrictions**.

5.1 **No Other Website**. Franchisee may not create, post, maintain or operate, directly or through a third party, unless approved by Snap-on, a website or any web pages for Franchisee's franchise business. Also any such website or web page other than the Franchisee Web Page may be deemed unapproved advertising under the terms of the Franchisee Agreement or otherwise prohibited by the Franchisee Agreement or the Snap-on Program. Notwithstanding the forgoing, Franchisees may create a business page on social media sites, or similar sites, if permitted in the Brand Handbook and any policies relating to websites, webpages, social media and/or digital communication. Any such social media pages, or similar such pages, must at all times be in compliance with the Franchise Agreement, Brand Handbook and Snap-on policies as such are amended or revised from time to time.

5.2 **Advertising**. Franchisee will only advertise the Franchisee Web Page to customers at stops on Franchisee’s List of Calls. Snap-on is under no obligation to provide any advertising for the Franchisee Web Page.

5.3 **No Links or Advertising**. Franchisee may not directly or indirectly create or authorize any links or other references or affiliate relationships to the Franchisee Web Page or Snap-on Website, unless approved by Snap-on. Franchisee may not redirect any Website, URL or other internet address or location to the Franchisee Web Page or Snap-on Website.

6. **Terms of Use**. The Franchisee Web Page and any content provided by Snap-on will be subject to terms and conditions of use. These terms and conditions of use may be provided by Snap-on and may, among other things: (a) disclaim any and all express or implied warranties by Snap-on in connection with the Franchisee Web Page or content; (b) notify the user that the Franchisee Web Page or content is provided "as is" without any warranties of any kind; (c) disclaim any and all liability by Snap-on for consequential, direct, indirect, special, exemplary or punitive damages whatsoever incurred in connection with the use of the Franchisee Web Page or content; and (d) require the user to consent to the use of electronic signatures and electronic records in conducting any transaction on or through the Franchisee Web Page. The terms and conditions of use will be between Franchisee and the authorized users of the Franchisee Web Page. Snap-on will not be a party to such terms and conditions of use. Franchisee will be responsible for enforcing the terms and conditions of use. If provided by Snap-on, these terms and conditions of use may be modified by Snap-on from time to time.

7. **Intellectual Property; Proprietary Rights; Privacy Notices**.

7.1 **Franchisee Content**. To the extent Franchisee provides Snap-on with any content, information or other material to be incorporated into the Franchisee Web Page, social media or other digital presence, Franchisee warrants and represents that Franchisee will not provide Snap-on, or use in conjunction with the Franchisee Web Page, social media or other digital presence, or any content, information or other materials on the Franchisee Web Page, social media or other digital presence, any, content, information or other materials that infringe or violate any intellectual property rights of any third party, or any rights of publicity or privacy. In addition, Franchisee agrees that such content or content posted to the Franchisee Web Page, social media or other digital presence by others, including users, will not contain any material which is objectionable, inappropriate or inconsistent with a business selling tools and equipment, including, without limitation, content which is defamatory, disparaging, profane, vulgar, obscene or pornographic, contains confidential information or trade secrets, or which casts Snap-on or any other party, including competitors or other Snap-on franchisees, in a negative light. Franchisee acknowledges and agrees that Franchisee does not have any right under this Agreement to post content on the Franchisee Web Page or to maintain any content on the Franchisee Web Page and that Snap-on has the right to delete any content on the Franchisee Web Page that violates this Agreement.

7.2 **Privacy and Other Notices**. Franchisee may be required by law to use privacy and other notices in connection with Franchisee's Franchisee Web Page or digital content. These notices may be provided by Snap-on and may, among other things, state that all customer information submitted will be used by both Snap-on and Franchisee. These notices may be modified from time to time by Snap-on.

7.3 **Rights Regarding Data**. All rights in and to any information or data relating to the Snap-on Website and the Franchisee Web Page, including the log of “hits” by visitors, use tracking, the web pages they visited, and customer information (including any personal or business data they voluntarily supply), will be owned by Snap-on. Franchisee agrees to keep all such information confidential and secure and in accordance with the Snap-on Program and the privacy policy set forth on the Snap-on Website as revised from time to time.

8. **Compliance with Policies and Applicable Laws**.

8.1 **Compliance with Policies**. Franchisee will comply with all then-current Snap-on policies relating to the use of the Franchisee Web Page and digital content related to Snap-on, including, without limitation, any privacy policy, the Franchise Agreement and the Snap-on Brand

Handbook. If Franchisee has created any business pages on social media sites, Franchisee will comply with all policies associated with Franchisee's use of such social media site(s).

8.2 **Compliance with Applicable Laws**. Franchisee will comply with all applicable laws, statutes, ordinances, rules and/or regulations applicable to the use of the Franchisee Web Page, any Snap-on related or provided digital content provided or approved by Snap-on, and Franchisee's business page(s) on social media site(s), including without any limitation any laws, rules and regulations applicable cybersecurity and data privacy.

9. **Disclaimer by Snap-on**. As to the Franchisee Web Page, the Snap-on Website, any digital content provided by Snap-on, Snap-on disclaims all warranties, guarantees, and conditions of any kind, whether express, implied or statutory, including, without limitation, the warranties of merchantability, fitness for a particular purpose, title and non-infringement. Snap-on does not warrant that the Franchisee Web Page, or the Snap-on Website will be uninterrupted, error-free or completely secure, or that errors or defects will be corrected. Digital content may be provided on a continuous or intermittent basis. The continued provision of digital content by Snap-on shall be at Snap-on's discretion.

10. **Limitation on Liability**. In no event shall Snap-on have any liability to Franchisee or to any third party for consequential, exemplary, special, incidental or punitive damages arising from or related to this Agreement, even if Snap-on or any of its affiliated companies have been advised of the possibility of such damages. The total, aggregate liability of Snap-on arising from or related to this Agreement, for any reason, shall be limited to Franchisee's direct damages not to exceed the fees actually paid to Snap-on under this Agreement, or $120, whichever is higher. The parties agree that Snap-on will be liable for direct damages only if it fails to exercise ordinary care, and that it shall be deemed to have exercised ordinary care if its action or failure to act is in conformity with commercially reasonable practices in the industry.

The foregoing limitations apply to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. Each of the parties acknowledges that it understands the legal and economic ramifications of the foregoing limitations, and that the foregoing limitations form an essential part of the Agreement of the parties.

11. **Default or Breach**. Snap-on may, in its sole discretion, a) discontinue or delete Franchisee's Franchisee Web Page, b) discontinue Franchisee's use of a Premium Web Page, c) display only minimal information on Franchisee's Franchisee Web Page or d) terminate this Agreement if Franchisee (i) does not adhere to Snap-on's rules and policies relating to Franchisee's Franchisee Web Page and the Snap-on Website as set forth in this Agreement, the Franchise Agreement, the Snap-on Brand Handbook, Snap-on terms and conditions of use or privacy policy; or (ii) if Franchisee is otherwise in default or breach under this Agreement.

12. **Term and Termination**.

12.1 **Term of Agreement**. This Agreement will commence on the date first set forth above and shall continue during the term of the Franchise Agreement, unless terminated as set forth below.

12.2 **Termination**. This Agreement will terminate upon the earlier to occur of any one or more of the following:

(i) upon 30 days written notice of termination by Franchisee to Snap-on;

(ii) expiration or termination of the Franchise Agreement;

(iii) at such time as Snap-on discontinues the Snap-on Website or the Franchisee web pages, and/or

(iv) in the event of any default or breach by Franchisee under this Agreement after seven (7) days prior written notice of termination.

13. **General**.

13.1 **Dispute Resolution**.

A. **Mediation.** Except as otherwise provided in Section 13.1.C., the parties agree to attempt to resolve any controversy or disputes arising out of or relating to this Agreement, the franchise business or Franchisee's relationship with Snap-on, or the termination or nonrenewal of this Agreement, including but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, by non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 60 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides or a mutually agreeable location. The mediator will be mutually agreed upon by the Franchisee and Snap-on, and Snap-on will pay the costs of the mediator and for the location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

B. **Arbitration**. Except as otherwise provided in Section 13.1.C., any controversy or dispute arising out of or relating to this Agreement, the franchise business or Franchisee's relationship with Snap-on, including but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on; any claim of breach of this Agreement; and any claims arising under or relating to state or federal laws, including the common law (for example, tort or contract claims), or any statutes, rules, or regulations, will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute unless prohibited under applicable state law. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event will persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 13.1.A. will not otherwise affect either party's obligation to arbitrate the dispute or controversy under this Section 13.1.B. A demand for arbitration must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 13 will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seg.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars ($75,000.00), Snap-on will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars ($7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars ($75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a significant owner of Franchisee) for the last three (3) tax years; (5) production by Snap-on of Franchisee's statements of account balance with Snap-on for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The award or decision by the arbitrator will be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of, Franchisee, and therefore Franchisee and Snap-on agree that (i) arbitration under this Section 13 will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class, or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this Section 13 is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 13, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 13.

BY SIGNING BELOW, THE PARTIES AGREE THAT THEY ARE REQUIRED TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AS SET FORTH IN THIS SECTION 13 AND ARE LIMITED IN THE MANNER IN WHICH THEY CAN SEEK RELIEF, INCLUDING THAT THEY EACH SPECIFICALLY WAIVE THEIR RIGHT TO BRING SUCH CLAIMS IN A COURT OF LAW AND TO HAVE A TRIAL BY JURY.

C. **Provisional Remedies**. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies will not be deemed to be a waiver of either party's right to compel arbitration. Any such action will be brought by Snap-on or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

13.2 **Entire Agreement; Assignment**. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. No amendment or modification of this Agreement will be binding unless in writing and duly executed by both parties.

This Agreement and all rights and obligations hereunder may be assigned by Snap-on without notice or consent.

13.3 **Governing Law**. Except to the extent that the Federal Arbitration Act applies in accordance with Section 13.1 above, this Agreement will be governed by, and construed in accordance with, the laws of the state in which the List of Calls is located, or if the List of Calls is located in more than one state, the state in which the majority of the stops on the List of Calls is located at the time this Agreement was executed.

13.4 **Severability**. In addition to severability as provided in Section 13.1, if any provision contained in this Agreement is determined to be invalid, illegal or unenforceable, that part will be deemed omitted and the remainder of this Agreement will continue in full force in a manner that gives effect to the parties' intent.

13.5 **Waiver**. A waiver of any breach of this Agreement will not constitute a waiver of any other breach or covenant of this Agreement, current or future. A waiver will not be effective unless made in writing.

13.6 **Counterparts**. This Agreement may be signed in counterparts and, when so signed, will constitute a single Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____ (the "Effective Date").

FRANCHISEE: [CORPORATE NAME]	**SNAP-ON:** **SNAP-ON TOOLS COMPANY LLC**
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

APPENDIX I.10.A

Release (Additional)

The undersigned Franchisee ("Franchisee") has requested that Snap-on Tools Company LLC ("Snap-on") grant Franchisee the right to add an additional franchise.

In consideration of Snap-on granting Franchisee such expansion rights and other good and valuable consideration, the receipt and sufficiency of which, is hereby acknowledged, Franchisee and if Franchisee is a corporation, limited liability company or other legal entity, its individual shareholders or members (collectively the Franchisee and individual shareholders and members, if applicable, are referred to collectively as "Releasing Party") does hereby make this Release as follows:

1. Releasing Party (for Releasing Party and any person in privity with or claiming through, on behalf of or in the right of Releasing Party, including but limited to spouses and other family members, heirs, executors, representatives, successors and assigns) Fully and Unconditionally RELEASES and DISCHARGES Snap-on and its affiliates (and their respective past and current officers, directors, shareholders, employees, agents, spouses, heirs, executors, successors and assigns) from and against any and all claims, allegations, causes of action, obligations, losses, damages or liabilities of every kind (collectively "Claims"), relating to or arising out of any action, omission or representation or other basis of liability, tort or contract or under any federal, state or local laws, rules, ordinances or regulations including, but not limited to, claims arising under any agreement or understanding between the Franchisee and Snap-on or any of its affiliates or Franchisee's operation of his Snap-on Franchise from the beginning of time to the date of this Release. Nothing contained herein shall release any Claim, the release of which is prohibited by applicable law.

   [For California Franchisees only:

   Each releasing party pursuant to the foregoing general release acknowledges that they may have sustained damages, expenses and losses in connection with the released Claims which are presently unknown or not suspected and that such damages, expenses and losses, if any, may give rise to additional damages, expenses and losses in the future which are not now anticipated by them. EACH RELEASING PARTY ACKNOWLEDGES THAT THIS AGREEMENT AND THE FOREGOING RELEASE HAVE BEEN AGREED UPON IN LIGHT OF THIS REALIZATION. BEING FULLY ADVISED THEREOF, EACH RELEASING PARTY HEREBY AGREES THAT THIS AGREEMENT AND THE FOREGOING RELEASE APPLY TO ALL UNKNOWN OR UNANTICIPATED DAMAGES, EXPENSES AND LOSSES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT THEY MAY HAVE UNDER ANY STATE OR COMMON LAW PRINCIPLE WHICH WOULD LIMIT THE EFFECT OF THE FOREGOING RELEASE TO THOSE CLAIMS ACTUALLY KNOWN OR SUSPECTED TO EXIST AT THE TIME OF EXECUTION OF THIS AGREEMENT, INCLUDING THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, TO THE EXTENT APPLICABLE, WHICH PROVIDES AS FOLLOWS:

   "1542. GENERAL RELEASE EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Each releasing party understands, acknowledges and agrees that the significance and consequence of this waiver of Section 1542 of the California Civil Code is that even if they, or any of them, should eventually suffer additional damages arising out of or relating to the released Claims, they will not be able to make any claim for those damages. Furthermore, each releasing party acknowledges and agrees that they, and each of them, intend theses consequences even as to claims for damages that may exist as of the date of this release but which they do not know exist, and which, if known, would materially affect their decision to execute this release, regardless of whether releasing parties' lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.]

2. Nothing in this Release or any related document is intended to disclaim the representations Snap-on made in the Disclosure Document Snap-on furnished in connection with the purchase of the additional franchise by Franchisee.

3. Releasing Party acknowledges that Releasing Party is aware that Releasing Party may hereafter discover facts in addition to or different from those that Releasing Party now knows or believes to be true with respect to the subject matter of this Release, but that Releasing Party intends to and does hereby, fully release and discharge all Claims referenced in this Release without regard to the subsequent discovery or existence of different or additional facts.

Releasing Party has entered into this Release in favor of Snap-on as of _____, freely and voluntarily, without duress and coercion, and having read and understood each provision set out above.

FRANCHISEE:

By:_____

Printed Name & Title:_____

and individually

APPENDIX I.10.B

Release (Renewal)

The undersigned Franchisee ("Franchisee") has notified Snap-on Tools Company LLC ("Snap-on") that Franchisee is exercising Franchisee's option to renew under the conditions specified in Section 3 of the Franchise Agreement (the "Franchise Agreement") dated **(Franchise Agreement Date)** between Franchisee and Snap-on.

In accordance with the conditions of Section 3 of the Franchise Agreement, in consideration of Snap-on granting Franchisee such renewal and other good and valuable consideration, the receipt and sufficiency of which, is hereby acknowledged, Franchisee and if Franchisee is a corporation, limited liability company or other legal entity, its individual shareholders or members (collectively the Franchisee and individual shareholders and members, if applicable, are referred to collectively as "Releasing Party") does hereby make this Release as follows:

1. Releasing Party (for Releasing Party and any person in privity with or claiming through, on behalf of or in the right of Releasing Party, including but limited to spouses and other family members, heirs, executors, representatives, successors and assigns) Fully and Unconditionally RELEASES and DISCHARGES Snap-on and its affiliates (and their respective past and current officers, directors, shareholders, employees, agents, spouses, heirs, executors, successors and assigns) from and against any and all claims, allegations, causes of action, obligations, losses, damages or liabilities of every kind (collectively "Claims"), relating to or arising out of any action, omission or representation or other basis of liability, tort or contract or under any federal, state or local laws, rules, ordinances or regulations including, but not limited to, claims arising under the Franchise Agreement or any other agreement or understanding between the Franchisee and Snap-on or any of its affiliates or Franchisee's operation of his Franchise pursuant to the Franchise Agreement from the beginning of time to the date of this Release. Nothing contained herein shall release any Claim, the release of which is prohibited by applicable law.

[For California Franchisees only:

Each releasing party pursuant to the foregoing general release acknowledges that they may have sustained damages, expenses and losses in connection with the released Claims which are presently unknown or not suspected and that such damages, expenses and losses, if any, may give rise to additional damages, expenses and losses in the future which are not now anticipated by them. EACH RELEASING PARTY ACKNOWLEDGES THAT THIS AGREEMENT AND THE FOREGOING RELEASE HAVE BEEN AGREED UPON IN LIGHT OF THIS REALIZATION. BEING FULLY ADVISED THEREOF, EACH RELEASING PARTY HEREBY AGREES THAT THIS AGREEMENT AND THE FOREGOING RELEASE APPLY TO ALL UNKNOWN OR UNANTICIPATED DAMAGES, EXPENSES AND LOSSES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT THEY MAY HAVE UNDER ANY STATE OR COMMON LAW PRINCIPLE WHICH WOULD LIMIT THE EFFECT OF THE FOREGOING RELEASE TO THOSE CLAIMS ACTUALLY KNOWN OR SUSPECTED TO EXIST AT THE TIME OF EXECUTION OF THIS AGREEMENT, INCLUDING THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, TO THE EXTENT APPLICABLE, WHICH PROVIDES AS FOLLOWS:

"1542. GENERAL RELEASE EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR

AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Each releasing party understands, acknowledges and agrees that the significance and consequence of this waiver of Section 1542 of the California Civil Code is that even if they, or any of them, should eventually suffer additional damages arising out of or relating to the released Claims, they will not be able to make any claim for those damages. Furthermore, each releasing party acknowledges and agrees that they, and each of them, intend theses consequences even as to claims for damages that may exist as of the date of this release but which they do not know exist, and which, if known, would materially affect their decision to execute this release, regardless of whether releasing parties' lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.]

2. Nothing in this Release or any related document is intended to disclaim the representations Snap-on made in the Disclosure Document Snap-on furnished in connection with the renewal franchise agreement which Franchisee is entering into with Snap-on.

3. Releasing Party acknowledges that Releasing Party is aware that Releasing Party may hereafter discover facts in addition to or different from those that Releasing Party now knows or believes to be true with respect to the subject matter of this Release, but that Releasing Party intends to and does hereby, fully release and discharge all claims referenced in this Release without regard to the subsequent discovery or existence of different or additional facts.

Releasing Party has entered into this Release in favor of Snap-on as of _____, freely and voluntarily, without duress and coercion, and having read and understood each provision set out above.

FRANCHISEE:

By:_____

Printed Name & Title:_____

and individually

APPENDIX I.10.C

SNAP-ON TOOLS COMPANY LLC
CONSENT TO TRANSFER AGREEMENT

This Consent to Transfer Agreement, made and effective the latter of the dates signed below, is between Snap-on Tools Company LLC ("Snap-on"), and the undersigned Corporate Seller ("Seller"), and the undersigned Corporate Buyer, ("Buyer").

R E C I T A L S

A. Snap-on and Seller are parties to the Snap-on Franchise Agreement, Snap-on Standard Franchise Agreement, Dealer Franchise Agreement or Conversion Dealer Franchise Agreement dated _____ (the "Franchise Agreement");

B. Seller wishes to transfer to Buyer certain franchise business assets and terminate the relationship created by the Franchise Agreement;

C. Buyer wishes to purchase certain assets of the Seller's franchise business and enter into a new franchise agreement with Snap-on;

D. Pursuant to the provisions of the Franchise Agreement, such transfer is subject to the consent of Snap-on and Snap-on's right of first refusal on the same terms; and

E. Snap-on is willing to consent to the transfer and waive its Right of First Refusal to purchase the assets being transferred subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this agreement agree as follows:

1. **Representations**.

A. Seller represents to Snap-on that it owns all right, title, and interest in and to the assets being transferred to Buyer and that the purchase price paid by the Buyer for the assets being acquired from the Seller and the terms regarding payment are identical to the purchase price and terms contained in the right of first refusal previously extended to Snap-on by Seller.

B. Buyer represents to Snap-on that it has inspected the assets being transferred by Seller and agrees to employ those assets only in conjunction with the operation of a Snap-on franchise pursuant to a new Snap-on Franchise Agreement.

C. Seller and Buyer represent and warrant to Snap-on that they each have the authority to execute this Agreement.

2. **Consent**. Snap-on consents to the transfer by Seller to Buyer of all right, title, and interest in and to the inventory, equipment, customer receivables, and goodwill being transferred to the Buyer, and waives its Right of First Refusal under the terms of the Franchise Agreement, under the following circumstances:

A. Seller has paid in full or made other arrangements acceptable to Snap-on to make payment in full of all ascertained or liquidated debts of Seller to Snap-on and Snap-on’s affiliates as of the date of transfer;

B. Buyer executes the current form of Snap-on franchise agreement and all ancillary agreements Buyer is entering into with Snap-on or its affiliates upon the date of transfer, and grants Snap-on a security interest in the assets being transferred as required by the Snap-on franchise agreement;

C. On the date of transfer, Buyer pays Snap-on a transfer fee of **$(Franchise Fee)**; and

D. Seller agrees to continue complying with the confidentiality provisions of the franchise agreement, notwithstanding its termination under this Agreement.

3. **Termination of the Franchise Agreement, Etc**. Seller and Snap-on mutually agree that the Franchise Agreement and all ancillary agreements between Seller and Snap-on or Snap-on's affiliates will be terminated and will have no further force and effect as of the time that all conditions of this Agreement have been met by the parties. All provisions regarding Seller's activities after termination of the Franchise Agreement, set forth in the Franchise Agreement, will continue in full force and effect after the execution of this Agreement.

4. **Indemnification and Warranties**. Seller and Buyer and their successors, assigns, subsidiaries, divisions and agents, will indemnify and hold harmless Snap-on and any of its subsidiaries, successors, assigns, officers, directors, employees and agents, and each of them, against:

A. Any and all liabilities, losses, damages, deficiencies, claims, costs, or expenses of any nature resulting, directly or indirectly, from:

1. Any misrepresentations or breach of warranty or covenant on the part of Seller or Buyer under this Agreement or otherwise;

2. The nonfulfillment of any conditions under this Agreement or otherwise; and

3. The transfer of the assets used in the franchise business.

B. Any and all actions, suits (third party or otherwise), proceedings, investigations, demands, assessments, judgments, costs and expenses incident to the foregoing, including but not limited to, reasonable legal and accounting fees.

5. **General Release by Seller**. PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS. Seller (for Seller and any person in privity with or claiming through, on behalf of, or in the right of Seller, including but not limited to, spouses and other family, representatives, successors and assigns) RELEASES and FULLY DISCHARGES Snap-on (itself and its affiliates, and all of their respective past and current parent companies, subsidiaries, affiliates, agents, employees, officers, directors, partners, principals, members, shareholders, representatives, attorneys, insurers, reinsurers, estates, executors, administrators, heirs, successors and assigns, if any, and any persons acting by or through, under or in concert with them) from and against any and all claims, allegations, causes of action, obligations, losses, damages or liabilities of every kind, relating to or arising out of any action, omission or representation or other basis of liability in tort or contract or under any state or federal law or regulation, that Seller may have against Snap-on, whether known or unknown, whether currently existing or hereafter asserted, including, but not limited to claims based upon or relating to the entry into, performance (or failure to perform) under the Franchise Agreement or any other agreement or understanding between Seller and Snap-on or any of Snap-on's affiliates.

Notwithstanding anything above to the contrary, this Agreement will not impair, release or extinguish the representations, warranties and agreements made or affirmed in this Agreement.

6. **Waiver of Rights**. Seller hereby expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of any statute or law of the jurisdiction in which Seller resides at the time of signing this Agreement and any and all provisions, rights and benefits of any similar statute or law of any other jurisdiction. Seller does hereby further acknowledge that Seller is aware that Seller may hereafter discover facts in addition to or different from those which Seller now knows or believes to be true with respect to the subject matter of this Agreement, but Seller intends to, and does hereby, fully, finally and forever settle, release and discharge all claims referenced in this Agreement without regard to the subsequent discovery or existence of different or additional facts.

7. **Transfer**. This Agreement is not transferable by Seller or Buyer.

8. **Dispute Resolution.**

A. **Mediation**. Except as otherwise provided in Section 8.C, the parties agree to attempt to resolve any controversy or disputes arising out of or relating to this Agreement, the franchise business or Franchisee's relationship with Snap-on, or the termination or nonrenewal of this Agreement, including but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, by non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 60 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides or a mutually agreeable location. The mediator will be mutually agreed upon by the Franchisee and Snap-on, and Snap-on will pay the costs of the mediator and for the location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

B. **Arbitration**. Except as otherwise provided in Section 8.C., any controversy or dispute arising out of or relating to this Agreement, the franchise business or Franchisee's relationship with Snap-on, including but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on; any claim of breach of this Agreement; and any claims arising under or relating to state or federal laws, including the common law (for example, tort or contract claims), or any statutes, rules, or regulations, will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute unless prohibited under applicable state law. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event will persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 8.A. will not otherwise affect either party's obligation to arbitrate the dispute or controversy under this Section 8.B. A demand for arbitration must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 8 will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seg.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars ($75,000.00), Snap-on will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars ($7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars ($75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a significant owner of Franchisee) for the last three (3) tax years; (5) production by Snap-on of Franchisee's statements of account balance with Snap-on for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The award or decision by the arbitrator will be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of, Franchisee, and therefore Franchisee and Snap-on agree that (i) arbitration under this Section 8 will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class, or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this Section 8 is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 8, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 8.

BY SIGNING BELOW, THE PARTIES AGREE THAT THEY ARE REQUIRED TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AS SET FORTH IN THIS SECTION 8 AND ARE LIMITED IN THE MANNER IN WHICH THEY CAN SEEK RELIEF, INCLUDING THAT THEY EACH SPECIFICALLY WAIVE THEIR RIGHT TO BRING SUCH CLAIMS IN A COURT OF LAW AND TO HAVE A TRIAL BY JURY.

C. **Provisional Remedies.** Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies will not be deemed to be a waiver of either party's right to compel arbitration. Any such action will be brought by Snap-on or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

9. **Joint and Several Liability**. If Seller or Buyer consists of more than one individual or entity, their liability under this Agreement will be deemed to be joint and several.

10. **Governing Law**. Except to the extent that the Federal Arbitration Act applies in accordance with Paragraph 8, this Agreement will be governed by and construed in accordance with the law of the state in which the List of Calls is located, or if the List of Calls is located in more than one state, the state in which the majority of the stops on the List of Calls is located at the time this Agreement is executed.

11. **Severability and Substitution**. In addition to severability in Paragraph 8, in the event any provision of this Agreement is determined by a court of competent jurisdiction to be legally invalid or unenforceable under the law applicable in a particular case, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Agreement, to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision had not been included in this Agreement.

12. **Legal Counsel**. Buyer and Seller acknowledge that Buyer and Seller have had the opportunity to be advised by their own legal counsel regarding all aspects of this Consent to Transfer Agreement, including the enforceability of this Consent to Transfer Agreement and the release given by Seller herein, and intend to be bound by this Consent to Transfer Agreement.

13. **Integrated Agreement**. This Agreement represents the entire understanding between the parties and supersedes any previous understanding relating to the subject of this Agreement. This Agreement may be modified only by a writing signed by all parties.

14. **Waiver**. A waiver by any party to this Agreement will not be considered as a waiver of any subsequent default or breach of the same or other provisions of this Agreement. The failure by any party to this Agreement to object to or to take affirmative action with respect to, any conduct of the other which is in violation of this Agreement will not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

15. **Execution in Counterparts**. This Agreement will be considered enforceable even if separate copies are executed, so long as both parties receive an executed copy from the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown, intending to be legally bound.

SELLER:
Corporate Seller

_____

By: _____
Printed Name & Title: _____
Date: _____

BUYER:
Corporate Buyer

_____

By: _____
Printed Name & Title: _____
Date: _____

Individual Seller

_____
Printed Name: _____
Date: _____

SNAP-ON:
Snap-on Tools Company LLC

By: _____
Printed Name: _____
Title: Regional Manager
Date: _____

Addendum to the
Snap-on Tools Company LLC
Consent to Transfer Agreement
For California Sellers Only

This Addendum to the Consent to Transfer Agreement (the "Consent Agreement") dated as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and the undersigned Seller ("Seller") is entered into simultaneously with the execution of the Consent Agreement.

1. Section 5 of the Consent Agreement is deleted in its entirety and replaced with the following:

5. **General Release by Seller**. PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS. Seller (for Seller and any person in privity with or claiming through, on behalf of, or in the right of Seller, including but not limited to, spouses and other family, representatives, successors and assigns) RELEASES and FULLY DISCHARGES Snap-on (itself and its affiliates, and all of their respective past and current parent companies, subsidiaries, affiliates, agents, employees, officers, directors, partners, principals, members, shareholders, representatives, attorneys, insurers, reinsurers, estates, executors, administrators, heirs, successors and assigns, if any, and any persons acting by or through, under or in concert with them) from and against any and all claims, allegations, causes of action, obligations, losses, damages or liabilities of every kind, relating to or arising out of any action, omission or representation or other basis of liability in tort or contract or under any state or federal law or regulation, that Seller may have against Snap-on, whether known or unknown, whether currently existing or hereafter asserted, including, but not limited to claims based upon or relating to the entry into, performance (or failure to perform) under the Franchise Agreement or any other agreement or understanding between Seller and Snap-on or any of Snap-on's affiliates.

Notwithstanding anything above to the contrary, this Agreement will not impair, release or extinguish the representations, warranties and agreements made or affirmed in this Agreement.

Each releasing party pursuant to the foregoing general release acknowledges that they may have sustained damages, expenses and losses in connection with the released Claims which are presently unknown or not suspected and that such damages, expenses and losses, if any, may give rise to additional damages, expenses and losses in the future which are not now anticipated by them. EACH RELEASING PARTY ACKNOWLEDGES THAT THIS AGREEMENT AND THE FOREGOING RELEASE HAVE BEEN AGREED UPON IN LIGHT OF THIS REALIZATION. BEING FULLY ADVISED THEREOF, EACH RELEASING PARTY HEREBY AGREES THAT THIS AGREEMENT AND THE FOREGOING RELEASE APPLY TO ALL UNKNOWN OR UNANTICIPATED DAMAGES, EXPENSES AND LOSSES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT THEY MAY HAVE UNDER ANY STATE OR COMMON LAW PRINCIPLE WHICH WOULD LIMIT THE EFFECT OF THE FOREGOING RELEASE TO THOSE CLAIMS ACTUALLY KNOWN OR SUSPECTED TO EXIST AT THE TIME OF EXECUTION OF THIS AGREEMENT, INCLUDING THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, TO THE EXTENT APPLICABLE, WHICH PROVIDES AS FOLLOWS:

"1542. GENERAL RELEASE EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS

FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Each releasing party understands, acknowledges and agrees that the significance and consequence of this waiver of Section 1542 of the California Civil Code is that even if they, or any of them, should eventually suffer additional damages arising out of or relating to the released Claims, they will not be able to make any claim for those damages. Furthermore, each releasing party acknowledges and agrees that they, and each of them, intend theses consequences even as to claims for damages that may exist as of the date of this release but which they do not know exist, and which, if known, would materially affect their decision to execute this release, regardless of whether releasing parties' lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

2. Section 8.B, the Arbitration Provision, of the Consent Agreement is supplemented, amended and modified by adding the following voluntary agreement:

Franchisees are not employees of Snap-on and have not entered into an employment relationship with Snap-on and as such are not entitled to recover or seek any wages or assert wage claims of any kind against Snap-on. Nevertheless, in the event any claim alleging a failure by Snap-on or any past or present employee, officer, director, agent or affiliate of Snap-on to comply with California or Federal wage and hours laws including any claim for a failure to comply with obligations under the: Fair Labor Standards Act (including the Equal Pay Act); California Labor Code; California Business & Professions Code Section 17200 -17210; and the California Industrial Wage Orders (hereinafter "Compensation Claim") is asserted by the Seller it shall be submitted to binding arbitration under the following procedures:

Any Compensation Claim will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, claims for benefits brought before the Employment Development Department, claims for wages brought before the California Labor Commissioner, or other claims that are not subject to arbitration under law, including but not limited to sexual harassment claims (meaning conduct that is alleged to constitute sexual harassment under applicable and/or related state and federal laws and regulations), sexual assault claims (meaning a nonconsensual sexual act or sexual contact as defined by 18 U.S.C. section 2246 including when the victim lacks the capacity to consent), and/or retaliation for reporting alleged sexual harassment and/or sexual assault brought under state or federal law, unless Seller voluntarily elects to submit such claims to arbitration. Moreover, nothing herein shall prevent Seller from filing a charge or complaint with the United States Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any local agency that allows Seller to file an administrative charge or complaint. Once the agency's proceedings are completed, however, if the Seller wishes to pursue the matter further the Seller must do so under this agreement.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 8.A. will not otherwise affect either party's obligation to arbitrate the dispute or controversy under this Section 8.B. A demand for arbitration of Compensation Claims must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 8 will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seg.), in conformity with the procedures of the California Arbitration Act ("Act"), which is found at California Code of Civil Procedure section 1280 and following sections, including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery. In any arbitration proceeding under this agreement, all California rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution

of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed, unless the parties mutually agree otherwise. The arbitration will be held within Seller's state of residence at a place mutually convenient to the parties and the arbitrator.

At the beginning of any arbitration process under this agreement, the parties will need to select an arbitrator by mutual agreement. Such an arbitrator shall be a retired California Superior Court Judge, or another qualified and impartial person mutually selected by the Parties. In the event the Parties cannot agree on the selection of an arbitrator, they will mutually select an alternative dispute resolution provider and request from that provider a list of an odd number of potential arbitrators. From that list the Parties will alternatively strike arbitrators, with Snap-on going first, until one arbitrator is left. That arbitrator shall be the arbitrator who will hear the case. If the Parties cannot agree on an alternative dispute resolution provider, an arbitrator will be appointed according to law.

The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with California Civil Code Section 47(b). The arbitrator's award(s) shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

Snap-on will pay the arbitrator's fees and other costs relating to the arbitration forum but the Parties will be responsible for their own costs and for their own attorneys' fees should they choose to be represented by counsel, unless the arbitrator shifts one party's costs and attorneys' fees to the other party in accordance with applicable law.

The award or decision by the arbitrator will be final and binding on the Parties and may be enforced by judgment or order of a court of competent jurisdiction. The Parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The Parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The Parties agree to arbitrate only Compensation Claims that are specific to Seller, or any person in privity with or claiming through, on behalf of or in the right of, Seller, and therefore Seller and Snap-on agree that (i) arbitration under this Section 8 will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class, or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the rules of any arbitration provider selected by the parties, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

Representative actions for civil penalties filed under the California Private Attorney General Act ("PAGA") are included and covered by the Class/Consolidated Action Waiver and may only be brought in an individual capacity if doing so is permitted by applicable law. If applicable law does not permit PAGA claims to be compelled into individual arbitrations then the PAGA claim shall be severed and stayed until the completion of the arbitration of the individual claims.

In any case in which (1) the dispute is filed as a class or consolidated or PAGA action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated, or PAGA action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this Section 8 is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 8, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 8.

3. Except as expressly modified by this Addendum, the Consent Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of _____ (the "Effective Date"), and expressly agree to supplement, amend, and modify the Consent Agreement pursuant to the terms of this Addendum. The parties affirm that the decision to enter into this amendment is voluntary and not mandated as a condition of securing the franchise.

SELLER: [CORPORATE NAME]	**SNAP-ON TOOLS COMPANY LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

Addendum to the
Snap-on Tools Company LLC
Consent to Transfer Agreement
For Illinois Sellers Only

This Addendum to the Consent to Transfer Agreement (the "Consent Agreement") dated as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and the undersigned Seller ("Seller") is entered into simultaneously with the execution of the Consent Agreement.

1. Section 8, the Arbitration Provision, of the Consent Agreement is amended to include the following additional provisions:

Snap-on and Seller acknowledge that (1) they are entering into this Franchise Agreement (with arbitration provisions) knowingly and voluntarily; (2) this Franchise Agreement (with arbitration provisions) is supported by bargained-for consideration; (3) Snap-on, Seller, and any person acting in privity of Snap-on or Seller (or claiming to do so), their officers, their directors, and their agents retain the right to report any good faith allegation of a purported violation of Article 2 of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, or other related state or federal rule or law that is enforced by the Illinois Department of Human Rights or Equal Employment Opportunity Commission to the appropriate federal, state, or local government agency enforcing discrimination laws; (4) Snap-on, Seller, and any person acting in privity of Snap-on or Seller (or claiming to do so), their officers, their directors, and their agents retain the right to report any good faith allegation of criminal conduct to any appropriate federal, state, or local official; (5) Snap-on, Seller, and any person acting in privity of Snap-on or Seller (or claiming to do so), their officers, their directors, and their agents retain the right to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws; (6) Snap-on, Seller, and any person acting in privity of Snap-on or Seller (or claiming to do so), their officers, their directors, and their agents retain the right to make any truthful statements or disclosures required by law, regulation, or legal process; and (7) Snap-on, Seller, and any person acting in privity of Snap-on or Seller (or claiming to do so), their officers, their directors, and their agents retain the right to request or receive confidential legal advice.

2. Except as expressly modified by this Addendum, the Consent Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of _____ (the "Effective Date"), and expressly agree to supplement, amend, and modify the Consent Agreement pursuant to the terms of this Addendum. The parties affirm that the decision to enter into this amendment is voluntary and not mandated as a condition of securing the franchise.

SELLER: [CORPORATE NAME]	**SNAP-ON TOOLS COMPANY LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

Addendum to the
Snap-on Tools Company LLC
Consent to Transfer Agreement
For Massachusetts Sellers Only

This Addendum to the Consent to Transfer Agreement (the "Consent Agreement") dated as of the Effective Date below, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and the undersigned Seller ("Seller") is entered into simultaneously with the execution of the Consent Agreement.

1. Section 8.B, the Arbitration Provision, of the Consent Agreement is supplemented, amended and modified by adding the following voluntary language:

Any controversy or dispute arising out of or relating to this Consent Agreement, the franchise business or Seller's relationship with Snap-on, including but not limited to, any claim by Seller, or any person in privity with or claiming through, on behalf of, or in the right of Seller, concerning the entry into, performance under, nonrenewal of, or termination of, this Consent Agreement shall be resolved exclusively through final and binding private arbitration as set forth herein. Persons in privity with or claiming through, on behalf of, or in the right of Seller include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors, and assigns. In no event will persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on.

Without limitation of the foregoing, any and all claims, rights, suits in tort or contract of or relating to, arising out of, based on, or connected with the following shall be subject to final and binding private arbitration as set forth in this Consent Agreement:

(i) compensation, salary, wages, tips, bonuses and/or commissions, including but not limited to any claim under applicable state and/or federal statutes, including but not limited to, the Massachusetts Wage Act, Mass. Gen. Laws c. 149, § 148, *et seq.*; the Massachusetts Overtime Law, Mass. Gen. Laws. C. 151, § 1, *et seq.*; the federal Fair Labor Standards Act (FLSA); and/or related applicable state and federal laws and regulations, each as may be amended from time to time; and/or

(ii) enforcement or breach of an oral or written contract, misrepresentation, defamation and interference with prospective economic advantage, interference with contract, intentional and negligent infliction of emotional distress, negligence, breach of the covenant of good faith and fair dealing; and/or

(iii) unlawful employment discrimination of any kind, including discrimination due to age, gender, religion, sexual orientation, gender identity, disability, medical condition, race, national origin, or any protected class under applicable state or federal law, harassment or sexual harassment, including but not limited to, any claim under applicable state and/or federal statutes, including but not limited to, Mass. Gen. Laws c. 151B, Title VII of the Civil Rights Act of 1964, and/or related applicable state and federal laws and regulations, each as may be amended from time to time; and/or

(iv) claims for violations of any federal, state, local, or other governmental law, statute, regulation, or ordinance; and/or

(v) any claim, dispute, and/or controversy relating to the scope, validity, or enforceability of this Consent Agreement.

The only exception to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act, which are brought before the National Labor Relations Board, claims for unemployment compensation benefits, claims for medical and disability benefits under the state workers'

compensation law, or as may otherwise be required by state or federal law. Moreover, nothing herein shall prevent Seller from filing a charge or complaint with the United States Equal Employment Opportunity Commission, the Massachusetts Commission Against Discrimination, the Massachusetts Attorney General, or other applicable state or federal government authority that allows Seller to file an administrative charge or complaint. Once the agency's proceedings are completed, however, if the Seller wishes to pursue the matter further the Seller must do so under this Consent Agreement.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 8.A. will not otherwise affect either party's obligation to arbitrate the dispute or controversy under this Section 8.B. A demand for arbitration must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and as determined by the arbitrator.

Notwithstanding any other provision of this Consent Agreement, arbitration under this Section 8 will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seg.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Seller was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Seller resides, Seller may cause the arbitration to be held within Seller's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars ($75,000.00), Snap-on will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars ($7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars ($75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Seller demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Seller of tax returns filed by Seller (including tax returns for a significant owner of Seller) for the last three (3) tax years; (5) production by Snap-on of Seller's statements of account balance with Snap-on for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The arbitrator shall have exclusive authority to resolve any dispute and shall be permitted to award those remedies that are available under applicable law. The award or decision by the arbitrator will be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

Arbitration of any and all claims and disputes covered by this Consent Agreement shall be submitted and conducted on an individual basis, not a class, collective, or representative basis, and any arbitrable claims or on-going arbitrations between the parties cannot be consolidated with disputes of any third party. No party shall have any right to assert, submit, or pursue any claims subject to this Consent Agreement as, for, or on behalf of a class, and there shall be no joinder or consolidation of parties, nor may an arbitrator order joinder or consolidation of cases or parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Consent Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction, or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Consent Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties, and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this Section 8 is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Consent Agreement that such provision be deemed inoperative and stricken from this Consent Agreement, and that the remainder of this Section 8, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 8.

BY AGREEING TO THIS BINDING ARBITRATION PROVISION, THE PARTIES AGREE TO GIVE UP THEIR RIGHT TO TRIAL BY JURY OF ANY INDIVIDUAL, CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION OR OTHER CLAIM EITHER MAY HAVE AGAINST THE OTHER, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

2. Except as expressly modified by this Addendum, the Consent Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of _____ (the "Effective Date"), and expressly agree to supplement, amend, and modify the Consent Agreement pursuant to the terms of this Addendum. The parties affirm that the decision to enter into this amendment is voluntary and not mandated as a condition of securing the franchise.

SELLER: [CORPORATE NAME]	**SNAP-ON TOOLS COMPANY LLC**
By:_____	By:_____
Printed Name & Title:_____	Printed Name & Title:_____

APPENDIX J

List of State Administrators

California

California Department of
Financial Protection and
Innovation
One Sansome Street
Suite 600
San Francisco, CA 94104-4428

Hawaii

Department of Commerce and
Consumer Affairs
Business Registration Division
335 Merchant Street
Room 205
Honolulu, HI 96813

Illinois

Office of the Attorney General
Franchise Division
500 South Second Street
Springfield, IL 62701

Indiana

Indiana Securities Division
Secretary of State
302 West Washington Street
Room E-111
Indianapolis, IN 46204

Iowa

Director of Regulated Industries
Unit
Iowa Securities Bureau
1963 Bell Avenue, Suite 100
Des Moines, IA 50315

Maine

Department of Professional &
Financial Regulation
Banking Bureau, Securities
Division
76 Northern Avenue
Gardiner, ME 04345

Maryland

Office of the Attorney General
Division of Securities
200 St. Paul Place
25th Floor
Baltimore, MD 21202-2020

Michigan

Michigan Attorney General
Consumer Protection Division
Attention: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building
1st Floor
Lansing, MI 48913

Minnesota

Commissioner of Commerce
Minnesota Department of
Commerce
Securities Unit
85 7th Place East
Suite 280
St. Paul, MN 55101

Nebraska

Department of Banking and
Finance
1526 K Street, Suite 300
Lincoln, NE 68508

New York

New York State Dept. of Law
Investor Protection Bureau
28 Liberty Street-21st Floor
New York, NY 10005

North Carolina

Department of the Secretary of
State
2 South Salisbury Street
Raleigh, NC 27601-2903

North Dakota

North Dakota Securities
Commissioner
600 East Boulevard, 14th Floor
Bismarck, ND 58505-0510

Oregon

Department of Consumer and
Business Services
Division of Finance and
Corporate Securities
Labor and Industries Building
350 Winter Street NE-2nd Floor
P.O. Box 14480
Salem, OR 97309-0405

Rhode Island

Rhode Island Department of
Business Regulation
Division of Securities
1511 Pontiac Avenue, Bldg 68-2
Cranston, RI 02920

South Dakota

Division of Insurance
Securities Regulation
124 S. Euclid Avenue, 2nd Floor
Pierre, SD 57501

Texas

Statutory Document Section
Secretary of State
P.O. Box 13550
Austin, TX 78711

Utah

Department of Commerce
Division of Consumer Protection
160 East 300 South, 2nd Floor
SM Box 146704
Salt Lake City, UT 84114-6704

Virginia

State Corporation Commission
Director, Division of Securities
and Retail Franchising
1300 East Main Street
Tyler Building
9th Floor
Richmond, VA 23219

Washington

Director of the Department of
Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501

Wisconsin

Commissioner of Securities
Securities and Franchise
Registration
P.O. Box 1768
Madison, WI 53701-1768

APPENDIX K

List of Agents for Service of Process for Snap-on

Alabama

CT Corporation System
2 North Jackson Street
Suite 605
Montgomery, AL 36104

Alaska

CT Corporation System
8585 Old Dairy Road
Suite 208
Juneau, AK 99801

Arizona

CT Corporation System
3800 N. Central Avenue
Suite 460
Phoenix, AZ 85012

Arkansas

CT Corporation System
124 West Capitol Avenue
Suite 1900
Little Rock, AR 72201-3736

California

CT Corporation System
330 N. Brand Blvd.
Suite 700
Glendale, CA 91203-2336

and

California Commissioner of the
Department of Financial
Protection and Innovation
One Sansome Street
Suite 600
San Francisco, CA 94104-4428

Colorado

CT Corporation System
7700 E. Arapahoe Road
Suite 220
Centennial, CO 80112-1268

Connecticut

CT Corporation System
67 Burnside Ave
East Hartford, CT 06108-3408

Delaware

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

District of Columbia

CT Corporation System
1015 15th Street NW
Suite 1000
Washington, D.C. 20005

Florida

CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

Georgia

CT Corporation System
289 S. Culver Street
Lawrenceville, GA 30046-4805

Hawaii

The Corporation Company, Inc.
900 Fort Street Mall, Suite 1680
Honolulu, HI 96813

and

Commissioner of Securities of
the State of Hawaii
Department of Commerce and
Consumer Affairs
Business Registration Division
335 Merchant Street
Room 205
Honolulu, HI 96813

Idaho

CT Corporation System
1555 W. Shoreline Drive
Suite 100
Boise, ID 83702

Illinois

CT Corporation System
208 S. LaSalle Street
Suite 814
Chicago, IL 60604

and

Illinois Attorney General
500 South Second Street
Springfield, IL 62701

Indiana

CT Corporation System
334 N. Senate Avenue
Indianapolis, IN 46204-1708

Iowa

CT Corporation System
400 East Court Avenue
Des Moines, IA 50309

Kansas

CT Corporation System
112 SW 7th Street, Suite 3C
Topeka, KS 66603

Kentucky

CT Corporation System
306 W. Main Street, Suite 512
Frankfort, KY 40601

Louisiana

CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816-4378

Maine

CT Corporation System
128 State St #3
Augusta, ME 04330

and

Securities Administrator
76 Northern Avenue
Gardiner, ME 04345

Maryland

The Corporation Trust Incorporated
2405 York Road, Suite 201
Lutherville Timonium, MD 21293-2264

and

Securities Commissioner
Division of Securities
200 St. Paul Place
25th Floor
Baltimore, MD 21202-2020

Massachusetts

CT Corporation System
155 Federal Street
Suite 700
Boston, MA 02110

Michigan

The Corporation Company
40600 Ann Arbor Road E
Suite 201
Plymouth, MI 48170-4675

and

Corporations Division Director
Corporations, Securities & Licensing Bureau/LARA
P.O. Box 30054
Lansing, MI 48909

Minnesota

CT Corporation System, Inc.
1010 Dale Street N
Saint Paul, MN 55117-5603

and

Commissioner of Commerce
85 7th Place East
Suite 280
St. Paul, MN 55101

Mississippi

CT Corporation System
645 Lakeland East Drive
Suite 101
Flowood, MS 39232

Missouri

CT Corporation System
120 South Central Avenue
Clayton, MO 63105

Montana

CT Corporation System
3011 American Way
Missoula, MT 59808

Nebraska

CT Corporation System
5601 South 59th Street
Lincoln, NE 68516

Nevada

CT Corporation System
701 S. Carson Street
Suite 200
Carson City, NV 89701

New Hampshire

CT Corporation System
2 ½ Beacon Street
Concord, NH 03301-4447

New Jersey

CT Corporation System
820 Bear Tavern Road
West Trenton, NJ 08628

New Mexico

CT Corporation System
206 S. Coronado Ave.
Espanola, NM 87532-2792

New York

CT Corporation System
28 Liberty Street
New York, NY 10005

North Carolina

CT Corporation System
160 Mine Lake Ct, Suite 200
Raleigh, NC 27615-6417

and

North Carolina Secretary of State
2 South Salisbury Street
Raleigh, NC 27601-2903

North Dakota

CT Corporation System
120 W Sweet Avenue
Bismarck, ND 58504-5566

and

North Dakota Securities Commissioner
600 East Boulevard, 14th Floor
Bismarck, ND 58505-0510

Ohio

CT Corporation System
4400 Easton Commons Way
Suite 125
Columbus, OH 43219

Oklahoma

The Corporation Company
1833 South Morgan Road
Oklahoma City, OK 73128

Oregon

CT Corporation System
780 Commercial Street SE
Suite 100
Salem, OR 97301-3465

Pennsylvania

CT Corporation System
600 N. 2nd Street, Suite 401
Harrisburg, PA 17101-1071

Puerto Rico

CT Corporation System
361 San Francisco Street,
4th Floor
Old San Juan, PR 00901

Rhode Island

CT Corporation System
450 Veterans Memorial Highway
Suite 7A
East Providence, RI 02914

and

Rhode Island Director of Business Regulation
Division of Securities
1511 Pontiac Avenue, Bldg 68-2
Cranston, RI 02920-4407

South Carolina

CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223

South Dakota

CT Corporation System
319 South Coteau Street
Pierre, SD 57501

and

Director of the Division of Insurance
124 S. Euclid Avenue
2nd Floor
Pierre, SD 57501

Tennessee

CT Corporation System
300 Montvue Road
Knoxville, TN 37919-5546

Texas

CT Corporation System
1999 Bryan Street
Suite 900
Dallas, TX 75201

Utah

CT Corporation System
1108 East South Union Avenue
Midvale, UT 84047

Vermont

CT Corporation System
17 GW Tatro Drive
Jeffersonville, VT 05464-9919

Virginia

CT Corporation System
4701 Cox Road
Suite 285
Glen Allen, VA 23060-6802

and

Clerk of the State Corporation Commission
1300 East Main Street
1st Floor
Richmond, VA 23219

Washington

CT Corporation System
711 Capitol Way S
Suite 204
Olympia, WA 98501-1267

and

Director of the Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501

West Virginia

CT Corporation System
5098 Washington Street W.
Suite 407
Charleston, WV 25313-1561

Wisconsin

CT Corporation System
301 S. Bedford Street
Suite 1
Madison, WI 53703

and

Commissioner of Securities
Securities and Franchise Registration
Wisconsin Securities Commission
P.O. Box 1768
Madison, WI 53701-1768

Wyoming

CT Corporation System
2232 Dell Range Blvd
Suite 200
Cheyenne, WY 82009

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APPENDIX M

Worksheet

This is a sample worksheet for you to use in your evaluation of the franchise business. The references to this disclosure document items are meant to aid you in your due diligence. Appendix E is a list of all franchisees of Snap-on as of December 31, 2022, and you may want to contact one or more of them as an additional source of information in determining your estimates. You should not assume your route will have the same numbers or types of customers, or be located in a similar area to that of any franchisee you elect to contact. You need to conduct your own investigation about the business and the route you will operate in conjunction with your personal business and legal advisor.

Paid Sales	If referencing Annual Paid Sales information (FDD Item 19) then deduct estimated sales tax		**$** _____
Discount %	Discount %: FDD Item 19		_____ **%**
Gross Profit			**$** _____
Operating Expense			
License Fee	Annualize: Disclosed as a monthly fee in FDD Item 6	$ _____	
Computer Software Maintenance and Development Fee	Annualize: Disclosed as a monthly fee in FDD Item 6	$ _____	
Franchise Finance Program Loan Payment	Annualize: Disclosed as a monthly payment range in FDD Item 6	$ _____	
RA Loan Payment	Annualize: Disclosed as a monthly payment range in FDD Item 6	$ _____	
Insurance and other coverage	Annualize: Disclosed as an annual payment range in FDD Item 6	$ _____	
Van Lease Payment	Annualize: Disclosed as a monthly payment range in FDD Item 6	$ _____	
Van Maintenance	Annualize: Disclosed as a monthly fee in FDD Item 6	$ _____	
Fuel and propane	See Additional Funds – 3 month range description: FDD Item 7, Note 12	$ _____	
Telephone and other communications	See Additional Funds – 3 month range description: FDD Item 7, Note 12	$ _____	
Sales Materials	See Additional Funds – 3 month range description: FDD Item 7, Note 12	$ _____	
Bank and credit card service charges	See Additional Funds – 3 month range description: FDD Item 7, Note 12	$ _____	
Miscellaneous expenses [1]	Such as professional fees, travel, bad debt allowance, etc.	$ _____	
Payroll	Wage and associated costs for employees	$ _____	
Estimated Operating Expenses			**$** _____
Owner's Operating Income	Before tax		**$** _____

[1] Please understand that this may not be an exhaustive list of miscellaneous expenses as certain franchisees may have additional types of expenses.

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	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.

RECEIPT

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Snap-on offers you a franchise, Snap-on must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. However, the state of New York requires that Snap-on provide this disclosure document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Snap-on 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 Appendix J to this disclosure document.

Appendix K contains a list of our registered agents authorized to receive service of process.

Disclose the name, principal business address and telephone number of each franchise seller offering the franchise.

_____ is a Regional Manager whose address is _____ _____ and whose telephone number is _____ _____. _____ is a Business Manager whose address is _____ and whose telephone number is _____. _____ is a Regional Franchise Manager, whose address is _____ _____ and whose telephone number is _____. _____ _____ is a third party franchise broker or sales agent, whose address is _____ _____ and whose telephone number is _____ _____.

I have received a disclosure document with the issuance date of February 10, 2023. This disclosure document included the following Exhibits: Pending Litigation as of February 10, 2023; Litigation Filed by Snap-on Against Franchisees in the Fiscal Year Ending December 31, 2022 (Appendix A); Concluded Litigation (Appendix B); Trademarks (Appendix C); Patents (Appendix D.1); Copyrights (Appendix D.2); Franchisees as of December 31, 2022 (Appendix E); Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business under the Franchise Agreement in the Twelve-Month Period Ended December 31, 2022 (Appendix F); Audited Consolidated Financial Statements of Snap-on Incorporated as of December 31, 2022 (Appendix G); Guarantee of Snap-on Incorporated (Appendix H); Franchise Agreement (Appendix I.1.A); Owner's Guaranty of Franchisee's Obligations (Appendix I.1.B); Addendum to the Snap-on Tools Franchise Agreement (Renewal Franchise) (Appendix I.1.C.1); Addendum to the Snap-on Tools Franchise Agreement (Transfer Franchise) (Appendix I.1.C.2); Addendum to the Snap-on Tools Franchise Agreement for Additional Franchise (Additional Franchise) (Appendix I.1.C.3); Addendum to the Snap-on Tools Franchise Agreement (Veterans Discount) (Appendix I.1.C.4); SBA Mandated Addendum to Franchise Agreement (Appendix I.1.C.5); Addendum to the Snap-on Tools Franchise Agreement (Franchisee Owned by Trust) (Appendix I.1.C.6); Verifone Franchisee Adoption Agreement (Appendix I.1.D); Paymentech

Merchant Application and Agreement; (Appendix I.1.E); Franchisee Servicing Agreement (Appendix I.2.A); Addendum to Franchisee Servicing Agreement (Franchisee Owned by Trust) (Appendix I.2.B); Loan and Security Agreement (Appendix I.3.A); Addendum to Loan and Security Agreement (Franchisee Owned by Trust) (Appendix I.3.B); Continuing Unconditional Guarantee (Appendix I.3.C), Snap-on Credit Automated Payment Plan (Appendix I.3.D), Assignment of Loan and Franchisee Servicing Agreement (Appendix I.3.E); Promissory Note (Appendix I.4); Snap-on Tools Software License, Maintenance and Development Agreement (Appendix I.5); RA Financing Agreement (Appendix I.6.A.1); RA Financing Agreement (Transfer Franchise) (Appendix I.6.A.2); RA Loan Addendum to Loan and Security Agreement (Appendix I.6.B); and RA Loan Promissory Note (Appendix I.6.C); Vehicle Lease Agreement, Amendment to Vehicle Lease Agreement, Addendum to Vehicle Lease Agreement (Franchisee Owned by Trust), Continuing Unconditional Guarantee, Acceptance Certificate, Van Maintenance Agreement, Snap-on Credit Automated Payment Plan for Van Payments, Vehicle Lease Assumption Agreement (Appendix I.7); Snap-on Credit Automated Payment Plan for Extended Credit Payments (Appendix I.8); Franchisee Web Page Participation Agreement (Appendix I.9); Release (Additional) (Appendix I.10.A); Release (Renewal) (Appendix I.10.B); Consent to Transfer Agreement (Appendix I.10.C); List of State Administrators (Appendix J); List of Agents for Service of Process (Appendix K); Franchise Brand Handbook Table of Contents (Appendix L.1); Snap-on Credit Program Manual Table of Contents (Appendix L.2); and Worksheet (Appendix M); State Effective Dates Page.

Date	Prospective Franchisee and/or on behalf of the legal entity to be formed
	Printed Name
	Address
	City, State, ZIP Code

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