FRANCHISE DISCLOSURE DOCUMENT

TIRE PROS FRANCORP, LLC
A California limited liability company
12200 Herbert Wayne Court, Suite 150
P.O. Box 1251
Huntersville, North Carolina 28070-1251
(704) 992-2000
cahenderson@atd.com
www.tirepros.com

This Disclosure Document is for the offer of a new franchise for a TIRE PROS Center or for the conversion of an existing retail tire sales and service store to a TIRE PROS Center.

The estimated total investment necessary to convert an existing retail tire center to a TIRE PROS Center is $11,995 to $136,745. The estimated total investment necessary to begin operation of a start-up TIRE PROS Center is $278,975 to $482,725. This includes $7,000 to $27,000 in various costs that must be paid to us or our affiliate.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14-calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 Carmi Henderson at 12200 Herbert Wayne Court, Suite 150, P.O. Box 1251, Huntersville, North Carolina 28070-1251 and (704) 805-6860.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or accountant.

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

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

Issuance Date: April 30, 2023

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 and losses. You should also try to obtain this information from others, like current and former franchisees. You can also find their names and contact information in Item 20 or Exhibit G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F 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 TIRE PROS business in my area?	Item 12 and "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 TIRE PROS franchisee?	Item 20 or Exhibit G list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising In General

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with us by arbitration and litigation only in the State of North Carolina. Out-of-state arbitration and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitration and litigation with us in North Carolina than in your own state.

2. **Mandatory Minimum Payments**. You must make minimum royalty, advertising and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

3. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provider services and support to you.

4. **Going Concern**. The auditor's report on the franchisor's financial statements expresses substantial doubt about the franchisor's ability to remain in business. This means that the franchisor may not have the financial resources to provide services or support to you.

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.

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES 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 PROVISIONS 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 FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO

PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

* * * *

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

* * * *

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN $100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF COMMERCE, CORPORATIONS AND SECURITIES BUREAU, 6546 MERCANTILE WAY, P.O. BOX 30222, LANSING, MICHIGAN 48910.

* * * *

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

STATE OF MICHIGAN
DEPARTMENT OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
G. MENNEN WILLIAMS BUILDING, 7TH FLOOR
ATTN: FRANCHISE SECTION
525 OTTAWA STREET
LANSING, MICHIGAN 48909
TELEPHONE NUMBER: (517) 373-7117

TABLE OF CONTENTS

ITEM **PAGE**

ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES 1
ITEM 2. BUSINESS EXPERIENCE 3
ITEM 3. LITIGATION.....5
ITEM 4. BANKRUPTCY 5
ITEM 5. INITIAL FEES 5
ITEM 6. OTHER FEES.....5
ITEM 7. ESTIMATED INITIAL INVESTMENT.....7
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 12
ITEM 9. FRANCHISEE'S OBLIGATIONS 15
ITEM 10. FINANCING 16
ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING 17
ITEM 12. TERRITORY 23
ITEM 13. TRADEMARKS.....24
ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION 26
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 27
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 27
ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP.....28
ITEM 18. PUBLIC FIGURES.....30
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS 30
ITEM 20. OUTLETS AND FRANCHISEE INFORMATION.....31
ITEM 21. FINANCIAL STATEMENTS.....41
ITEM 22. CONTRACTS.....41
ITEM 23. RECEIPT 42

EXHIBITS

Exhibit A: Tire Pros Francorp, LLC Franchise Agreement, Schedules A-F (including State Specific Addendums to Franchise Agreement)
Exhibit B: Confidentiality Agreement
Exhibit C: 2023 GOLD Dealer Participation Agreement
Exhibit D: TireBuyer.com Dealer Agreement
Exhibit E: State Specific Addenda
Exhibit F: Financial Statements
Exhibit G: List of Current Franchisees
Exhibit H: List of Franchisees Who Have Left the System

Exhibit I: State Agencies and Administrators & Franchisor's Agents for Service of Process
Exhibit J: Franchisee Disclosure Questionnaire
Exhibit K: Operations Manual Table of Contents
Exhibit L: General Release
Exhibit M: State Effective Dates
Exhibit N: Receipt(s)

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

To simplify the language in this Disclosure Document, "**we**", "**us**" or "**our**" refers to the Franchisor, Tire Pros Francorp, LLC. "**You**" or "**your**" refers to the person, corporation, partnership or other legal entity buying a franchise from us. We sell franchises for TIRE PROS retail outlets that (i) operate under the name "TIRE PROS" and other service marks, trademarks, trade names, logos, emblems, signs, slogans, insignia and other commercial symbols we may designate (collectively, the "**Marks**") and (ii) feature tire and related automotive products and services ("**TIRE PROS Centers**" or "**Centers**"). Centers operate under the TIRE PROS franchise system (the "**System**"). We commenced selling franchises in June 1988, and we have no predecessors. Over the years, we have entered into franchise and license agreements to operate franchised Centers which Centers operate in the same manner. Our previous franchise and license agreements had similar contract terms but not identical contract terms. For purposes of this Disclosure Document, franchisees that have executed a franchise or license agreement are referred to as franchisees operating under the System.

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

We conduct business under the name Tire Pros Francorp, LLC. We are a single member California limited liability company. Prior to this time, we were known as Tire Pros Francorp, Inc., a California corporation. We converted our California corporation to the California limited liability company on December 18, 2018. Our former California corporation was organized on June 16, 1988. The principal business address and telephone number for us and AMPAC is 12200 Herbert Wayne Court, Suite 150, P.O. Box 1251, Huntersville, North Carolina 28078; (704) 992-2000.

Agent for Service of Process

Our agents for service of process are disclosed on Exhibit I to this Disclosure Document.

Predecessor in Interest

We have no predecessors in interest.

Parents and Affiliates

We are a wholly owned subsidiary of Am-Pac Tire Dist. Inc. ("**AMPAC**"). AMPAC previously operated tire centers as "Company Outlets," but as of the date of this Disclosure Document AMPAC does not operate any Company Outlets.

In December 2008, American Tire Distributors, Inc. ("**ATD**") completed the acquisition of AMPAC, which resulted in ATD becoming the parent of AMPAC and we became an indirect subsidiary of ATD. ATD commenced business in 1935 and is a supplier of tires to the replacement tire market in the United States. ATD's principal business address and telephone number is 12200 Herbert Wayne Court, Suite 150, P.O. Box 1251, Huntersville, North Carolina 28070-1251; (704) 992-2000. ATD has never offered franchises in any line of business. It operates more than 100 distribution centers in the United States servicing tire dealers across the United States and more than 25 distribution centers in Canada.

ATD sells tires, wheels and related products and services to TIRE PROS Centers and to non-tire pros centers and, therefore, as a TIRE PROS franchisee, you may face competition from one or more dealers who purchase

tires and services from ATD. ATD administers many manufacturer-based programs that assist dealers in marketing specific tire brands. Some of these manufacturer-based programs offer participating dealers (including both TIRE PROS Centers and non-Tire Pros centers) the ability to earn additional revenues and other rewards. You should be aware that your purchase of a TIRE PROS franchise does not necessarily limit the number or quality of retailer dealers you are likely to compete against.

We are affiliated with Tirebuyer.com, LLC ("**TireBuyer**"), which is owned by our parent ATD. TireBuyer operates a website that sells tires, wheels, and suspension parts directly to consumers over the Internet. The products sold through TireBuyer are shipped to and installed by dealers that have signed-up for the TireBuyer program (the "**TireBuyer Program**"). TireBuyer establishes prices based on competitive internet pricing and the dealer sets the prices for the dealer's installation services. TireBuyer permits non-TIRE PROS Centers and TIRE PROS franchisees that meet certain qualifications, to participate as dealers in the TireBuyer Program. Through TireBuyer's online portal, dealers participating in the TireBuyer Program must agree to the terms of the TireBuyer.com Dealer Agreement attached as Exhibit D to this Disclosure Document (the "**TireBuyer Agreement**"). Each consumer purchasing through TireBuyer will select a dealer participating in the TireBuyer Program who will receive and install the products. The dealer selected by the consumer will receive fees in connection with any installation services the consumer purchases through TireBuyer. A third-party vendor is used to collect payments from consumers using TireBuyer and the vendor is also responsible for paying franchisees any compensation they have qualified for in connection with the TireBuyer Program. You may participate in the TireBuyer Program, if you meet certain qualifications, and sign the TireBuyer Agreement.

For purposes of this Disclosure Document, affiliates mean AMPAC, ATD, TireBuyer, and any other affiliate of ours. Neither we nor our affiliates have sold franchises for any other lines of business.

The Business

We commenced business as Tire Pros in June 1988 and began selling franchises after that. TIRE PROS Centers are designed and decorated according to distinctive plans and specifications (usually with red, white and black colors) and are operated under a specified marketing system. We recommend advertising and promotion plans for TIRE PROS Centers for common advertising and promotions within given areas.

The tire and related automotive retail industries are extremely competitive. TIRE PROS Centers compete with other businesses, brands and systems which may be larger and have more marketing and purchasing power than us. You will also face competition with other national and local tire store chains, manufacturers that operate retail tire stores under their names, independent operators, service stations, specialty automotive repair and maintenance centers, warehouse clubs, department stores with automotive departments, and other TIRE PROS Centers. As described above, you may face competition from tire dealers who purchased their supply of tires at the wholesale level from ATD.

The Franchise Being Offered

We offer franchises for either converting existing retail tires stores or opening new facilities for TIRE PROS Centers operating under the System. The Initial Franchise Fee is $7,000 ("Initial Franchise Fee"). You must also pay for the cost of converting your store to a TIRE PROS Center and for any additional equipment, supplies and inventory which you may need. Our form of Franchise Agreement is attached as Exhibit A.

TIRE PROS Centers must carry certain brand products required by us to be offered by all TIRE PROS Centers ("Required Product Offering"). TIRE PROS Centers are also required to offer certain tire and services warranty programs ("Required Warranty Programs"). If authorized under the applicable Required Warranty Program, your Center may include products that are not included in the Required Product Offering within the Required Warranty Program, as long as other TIRE PROS Centers are not obligated to provide warranty services for those products.

Applicable Regulations

There are federal laws and regulations specific to the operation of a business that offers and sells tires and automotive services. Generally, you must comply with certain Department of Transportation rules and regulations concerning transportation safety; Environmental Protection Agency rules and regulations concerning handling, storage and disposal of hazardous substances and solid waste disposal; the Occupational Safety and Health Act of 1970 concerning workplace safely; the Americans with Disabilities Act concerning employment and the public access to goods and services offered by a business; and rules and regulations established by the National Highway Traffic Safety Administration under the Transportation Recall Enhancement Accountability and Documentation Act concerning the labeling, testing, monitoring, and recall of tires. There may also be some state and local laws and regulations (including the requirements of the Bureau of Automotive Repair in California) that may apply to your Center. Because you will accept credit cards, you must also comply with any laws and regulations relating to the acceptance of credit cards, including the Payment Card Industry ("PCI") Data Security Standard ("DSS"). Additionally, you are responsible for compliance with those laws that apply to all businesses including employment, worker's compensation, insurance, corporate, tax and licensing laws. Compliance with all laws and regulations relevant to the operation of your business is your responsibility.

You should consult an attorney to advise you on these laws and other federal, state or local laws of a more general nature, which may affect the operation of your Center.

ITEM 2. BUSINESS EXPERIENCE

President, Director and Chief Executive Officer: Stuart Schuette

Mr. Schuette became our President in July 2016, and our Director in January 2016, and serves in his present capacities in Huntersville, NC. Mr. Schuette became Chief Executive Officer of our Parent company, ATD, in December 2015.

President: Gregory Bell

Mr. Bell was appointed President of Tire Pros Francorp, LLC in July 2019, and serves in his present capacities in Huntersville, NC. Mr. Bell also served in various capacities with our Parent company, ATD, including Vice President Inside Sales (April 2019 - July 2019) and ATD Region President (September 2015 – April 2019), in Charlotte and Huntersville, NC.

Vice President and Assistant Treasurer: Ryan Walsh

Mr. Walsh became our Vice President and Assistant Treasurer in July 2022 and serves in his present capacities in Huntersville, NC. Mr. Walsh is also the Senior Vice President, Finance at our parent company ATD. Mr. Walsh joined ATD in November 2015.

Vice President and Assistant Secretary: Rebecca Sinclair

Ms. Sinclair became our Vice President and Assistant Secretary in March 2017, and the Chief People Officer for our Parent company, ATD, in February 2017. She serves in her present capacities in Huntersville, NC. From June 2016 to Present, Ms. Sinclair has been President and CEO of Perceptive Management Consulting, LLC, located in Ponte Vedra Beach, FL.

Executive Vice President Treasurer and Secretary: William Thomas More (Bill) Williams

Mr. Williams became our Vice President and Treasurer in March 2017, Mr. Williams became our Executive Vice President in March 2019 and our Secretary in July 2022 and has been the Chief Financial Officer for our Parent company, ATD, since March 2017. He serves in his present capacities in Huntersville, NC.

Director of Franchise Operations: Brent Nix

Mr. Nix became our Director of Franchise Operations in November 2019, and serves in his present capacities in Huntersville, NC. From October 2018 to November 2019, Mr. Nix served as a Senior Retail Account Manager for Tire Pros.

Franchise Development Manager: Benjamin (Ben) Anderson

Mr. Anderson became our Franchise Development Manager in April 2022 and serves in his present capacities in Parkville, MD. From October 2019 to April 2022, Mr. Anderson served as an Operations Manager for JE Import Performance located in Rosedale, MD. From October 2018 to October 2019 Mr. Anderson served as Retail Account Manager for Tire Pros Francorp.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

In Re: ATD, Corp, Tire Pros Fran., Corp., et. Al; 18-12221 (KJC); In the Federal Bankruptcy Court for the Western District of North Carolina; filed 10/04/2018. Our parent company, and us along with other affiliates of our ultimate parent company, ("ATD Corp") filed for bankruptcy protection under Chapter 11 of the Bankruptcy Code. The debtors sought a financial reorganization of the companies. On December 26, 2018, the Bankruptcy Court entered a final decree accepting the chapter 11 reorganization plan. The bankruptcy plan that was approved by the court did not affect our relationship with our franchisees nor did it change in any material manner how we do business with our franchisees.

ITEM 5. INITIAL FEES

Initial Franchise Fee

The Initial Franchise Fee for a Tire Pros franchise is $7,000 ("Initial Franchise Fee"). You must pay us this fee when you sign the Franchise Agreement, EXCEPT for the states listed in Exhibit E (State Specific Addenda to FDD), which require deferral of the Initial Franchise Fees and payments owed by franchisees to franchisor to be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement.. If you purchase multiple franchises, we will reduce the Initial Franchise Fee to $2,000 for each additional franchise you purchase after your initial TIRE PROS Center. During 2021, our standard Initial Franchise Fee was $7,000. During 2021, our standard Initial Franchise Fee for an additional Center was $2,000. During 2021 we waived the Initial Franchise Fee 2 times. If you are a United States military veteran who received at least a general discharge ("Veteran") we will discount the Initial Franchise Fee by 50% ($3,500), and if you are purchasing an additional Tire Pros Center we will discount the $2,000 Initial Franchise Fee for each additional Tire Pros franchise by 50% ($1,000). The Initial Franchise Fee(s) are not refundable under any circumstance

Pre-Opening Purchases

If you have been operating a retail tire store prior to becoming a Tire Pros franchisee, you are not required to purchase products from us and/or our affiliates prior to opening as a TIRE PROS Center. However, you may want to alter your existing product lines to align more closely with the brands and products associated with a TIRE PROS Center, although you are not required to do so in order to begin operating a Center. Therefore, we estimate that your pre-opening expenditures related to purchasing products from us and/or our affiliates will be $0 to $20,000.

ITEM 6. OTHER FEES

(Column 1) Type of Fee (Note 1)	(Column 2) Amount	(Column 3) Due Date	(Column 4) Remarks
Franchise Fee (Notes 2 & 3)	Currently $695 per month for the first Center (Note 2)	20th of each month (Note 4)	If you operate multiple Centers, we will reduce the Monthly Franchise Fee ("Monthly Franchise Fee") as described in Note 3.
National Advertising Fund Contribution (Note 5)	Currently $200 per month	20th of each month (Note 4)	
Marketing contribution	Mutually agreed amount,	As incurred	

(Column 1) Type of Fee (Note 1)	(Column 2) Amount	(Column 3) Due Date	(Column 4) Remarks
based on Ad Plan (Note 6)	but not less than $250 per month		
Tire Pros Warranty Fee (Note 7)	Currently $85 per month	20th of each month (Note 4)	
Required Materials	Reasonable Cost	As required by us	
Training Fees for training after the Program Overview Training Course & the New Dealer Onboarding	Varies by training event.	Prior to training	
Training Materials	Varies	As required by us	
Late Fees and Interest	$25 late fee plus interest if late at 18% or highest legal rate	Immediately upon demand	
Attorney's Fees and Costs	Reasonable amount to prevailing party in any legal proceeding	Upon conclusion of proceeding	
Transfer Fee	Then-current Transfer Fee not to exceed $2,000	Before actual transfer	If the transfer is between one Tire Pros franchisee to another Tire Pros franchisee then in the Tire Pros Franchise system then the transfer fee will be waived.
Reimbursement for Failure to De-identify (Note 9)	Our costs of entering the Center to remove, repaint or alter the premises to remove any use of our Marks or trade dress, if applicable	Upon invoice	We have the right to take action at your expense to stop your continued unauthorized use of our Marks, elements of the System, or any of our intellectual property after the termination of the Franchise Agreement, whether within the Center's premises or in any digital marketing or social media.
Indemnification (Note 10)	Will vary under the circumstances	Upon invoice	
Bank Transfer Fees (insufficient funds)	Our out-of-pocket costs and Administrative Fee	Upon invoice	If we draft money from your account under our electronic funds transfer or draft system, and there are insufficient funds to cover the draft, we will charge you the return costs charged by our bank and an administrative fee to cover our costs of addressing the nonpayment. This fee is in addition to interest on the amount due.

NOTE 1: All fees listed in this table are imposed and collected by and payable to us or our affiliates. All fees currently are uniformly imposed. None of these fees are completely refundable, but we will refund any overpayments made in error. We endeavor to impose these fees uniformly but reserve the right to permit variances in special circumstances.

NOTE 2: We may increase the current Monthly Franchise Fee up to a maximum monthly amount of $1,000. We waive the first month's Monthly Franchise Fee.

NOTE 3: If you operate multiple Centers, we will reduce the Monthly Franchise Fee to (i) an amount between $695 and $525 for the second Center through the ninth Center you own and operate and (ii) an amount between the amount charged under subpart (i) and $450 for the tenth Center and any additional Centers you own and operate after the tenth Center.

NOTE 4: We have the right under the Franchise Agreement to require you to pay some or all monthly fees due under the Franchise Agreement by direct transfers of funds to our bank accounts.

NOTE 5: After the initial 12-month period of the initial franchise agreement term for a Tire Pros Center, we have the right to increase the National Advertising Fund contribution on an annual basis thereafter, but not by more than $100/month from the amount due during the preceding 12-month period. We agree that the maximum monthly National Advertising Fund contribution will not exceed $500.

NOTE 6: This is not a fee nor is this amount paid to us. This is the minimum out-of-pocket amount you must utilize as part of your monthly marketing and promotional activities as per your Ad Plan. You must agree to the amount (a minimum $250 per month required). You may spend additional amounts for approved advertising outside of the approved Ad Plan, but our approval of all advertising is required.

NOTE 7: We have established a Roadside Assistance Plan which you are required to offer to your customers. There are program terms associated with this Plan which govern the customer's use of the Plan.

NOTE 8: You have no right to renew or extend the term of the Franchise Agreement without our consent. At our discretion, and without any obligation to do so, we may offer you a renewal term of 5 additional years. If we offer you a renewal term, we will do so during the last 6 months of the term and you will have 30 days to accept the renewal term, sign our then-current Franchise Agreement.

NOTE 9: If your Franchise Agreement is terminated and you fail to de-identify the Center, we may remove the Center's signs and any item bearing the Marks, and you must reimburse us for the cost of removal. Your failure to de-identify your Center properly may also require you to reimburse us for other expenses we incur related to ensuring your Center no longer has any elements of our System or use of our Marks, in any form. Additionally, we have the right to seek reimbursement of the expenses we incur to stop your continued use of our Marks or intellectual property with any website or social media without our prior consent.

NOTE 10: You indemnify us from certain losses and expenses we incur as a result of, among other things, your actions in operating the Center.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR CONVERTING AN EXISTING TIRE CENTER WHETHER OWNED OR LEASED				
(Column 1)	(Column 2) **AMOUNT**	(Column 3)	(Column 4)	(Column 5) **TO WHOM**

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	PAYMENT IS TO BE MADE
INITIAL FRANCHISE FEE (Note 1)	$7,000	$7,000	Lump Sum	Signing of Franchise Agreement	Us
PRE-OPENING PURCHASES (Note 2)	$0	$5,000	As Incurred	As Incurred	Us and/or our affiliates
COMPUTER EQUIPMENT/POINT OF SALE SYSTEM (Note 3)	$0 to	$7,500	Lump Sum	As incurred	Tire Guru or other Approved Suppliers
SHOP EQUIPMENT (Note 3)	$0 to	$50,000	As Incurred	As Incurred	Various Suppliers
SIGNS (Note 4)	$1,500 to	$25,000	Lump Sum	As Incurred	Signs Unlimited or local provider
MISCELLANEOUS OPENING COSTS (Note 5)	$500 to	$5,000	As Incurred	As Incurred	Suppliers, Utilities, etc.
OPENING INVENTORY (Note 6)	$0	$20,000	Lump Sum	Before Opening	Approved Supplier or one of our affiliates
ADDITIONAL FUNDS – (3 MONTHS) (Note 7)	$2,995 to	$17,245	As Incurred	As Incurred	Employees, Suppliers, Utilities
TOTAL (Notes 6 & 8)	**$11,995**	**$136,745**	**(excludes real estate)**		

These figures are based on the typical costs associated with a conversion of an existing retail tire center containing 6 bays to one operating under the TIRE PROS brand. Accordingly, certain expenses normally associated with the opening of a new retail outlet are not relevant to a conversion facility, so they have not been included in this table.

NOTE 1: Initial Franchise Fee. Among other things, the Initial Franchise Fee covers (i) the New Dealer Onboarding and Program Training (defined below in Item 11), The Initial Franchise Fee and other payments made to us are non-refundable under any circumstances.

NOTE 2: Pre-opening Purchases. In the conversion of your existing retail store to a Center, it is possible that your existing product lines may need to be aligned more closely with the brands and products associated with a Tire Pros Center. We estimate the pre-opening expenditures related to purchasing products from us and/or our affiliates to be between $0 to $20,000.

NOTE 3: Computer & Shop Equipment. You must have a computer system that is (i) inclusive of point-of-sale ("POS") software, (iii) capable of communicating with our computer system over the Internet, and (iv) capable of communicating by e-mail. Currently, we do not specify specific computer hardware or software, but your computer must be in good repair and must be able to carry out ordinary business functions as provided in the Manual (Section 2.16 of Franchise Agreement). We estimate that the current initial cost of a computer system for the Center will range from $0 to $7,500, depending on whether you have an existing computer system. You are responsible for any and all repairs, maintenance, modifications, and Upgrades/Updates (including Software & Hardware) to conform to our specifications. We estimate that the cost

of support service is around $125 to $375 per month, but you will need to contact a vendor to determine the scope of the services they offer and the actual cost of those services.

You may wish to purchase additional shop equipment or upgrade existing shop equipment such as lifts, tire machine(s), wheel balancer(s) and alignment equipment.

NOTE 4: Signs. Signs include interior and exterior signs. Local code restrictions may restrict the signage available for a Center and, accordingly, affect the costs you will incur. Unless we agree otherwise, we expect all existing signage at your outlet to be changed to reflect the TIRE PROS brand.

NOTE 5: Miscellaneous Opening Costs. This category estimates additional costs likely to be incurred in obtaining additional insurance (one year's estimated insurance premium) and additional utility expenses associated with the conversion or opening a new tire facility. Since you will be converting an existing center that already has its own location, we do not estimate your costs of obtaining either a lease for the location or the cost or purchasing the location. We do not provide you with assistance in locating or evaluating your location. Notwithstanding that we do not represent the costs of your real estate, our recommended parameters for a Tire Pros location will be a building of between 8,000-10,000 square feet that can fit 6-10 service bays, and a stand-alone location will likely provide you with greater visibility. The shop should be located in a retail abundant area of a city or town, such as a strip center or auto-mall.

NOTE 6: Opening Inventory. This category estimates your possible purchase of opening or additional tire inventory in order for your product offerings to be consistent with the TIRE PROS brand. Other than the requirement that you must be a Continental GOLD dealer to be part of the System, there are no minimum inventory requirements, so the purchase of tire inventory is totally within your control. The Continental GOLD program requires an opening order of 24 units, which will cost approximately $3,000. We do not offer any financing to you in connection with your purchase of inventory from our affiliate

NOTE 7: Additional Funds. This category estimates the funds needed to cover your expenses during the first 3 months of operation after the conversion of your existing business to a Tire Pros facility. The minimum of two months of Franchise Fees, three months of National Advertising Fund Contributions, three months of Nationwide Warranty Coverage, three months of (minimum) local Marketing Contributions based on Ad Plan, additional advertising and marketing expenses costs. We cannot guarantee that you will not have additional expenses starting your TIRE PROS Center. All of these expenses are paid to third parties.

NOTE 8: The information in this table is based on our experiences. We do not offer direct or indirect financing to franchisees for any of these items. The availability and terms of financing will depend on factors like the availability of financing generally, your credit worthiness, collateral you pledge, policies of your lending institution, and economic conditions in your area. You should review this information, including these notes, carefully, conduct your own investigation and seek the help of qualified advisors before purchasing a franchise.

YOUR ESTIMATED INITIAL INVESTMENT FOR A START-UP LOCATION				
(Column 1) **TYPE OF EXPENDITURE**	(Column 2) **AMOUNT**	(Column 3) **METHOD OF**	(Column 4) **WHEN DUE**	(Column 5) **TO WHOM PAYMENT IS**

			PAYMENT		TO BE MADE
	LOW AMOUNT	HIGH AMOUNT			
INITIAL FRANCHISE FEE (Note 1)	$7,000	$7,000	Lump Sum	Signing of Franchise Agreement	Us
PRE-OPENING PURCHASES (Note 2)	$0	$20,000	As Incurred	As Incurred	Us and/or our affiliates
LEASE DEPOSIT (Note 3)	$0	$15,000	Lump Sum	Signing of Lease	Lessor
REMODELING COSTS (Note 4)	$0	$25,000	As Incurred	Before Opening	Contractors
COMPUTER EQUIPMENT/POINT OF SALE SYSTEM AND FURNITURE (Note 5)	$7,500	$35,000	Lump Sum	Before Opening	Tire Guru or other Approved Suppliers
SHOP EQUIPMENT (Note 6)	$150,000	$175,000	As Incurred	Before Opening	Various Suppliers
SIGNS (Note 7)	$1,500	$25,000	Lump Sum	Before Opening	Signs Unlimited or local provider
MISCELLANEOUS OPENING COSTS (Note 8)	$500	$5,000	As Incurred	As Incurred	Suppliers, Utilities, etc.
OPENING INVENTORY (Note 9)	$10,000	$50,000	Lump Sum	Before Opening	Approved Supplier or one of our affiliates
RENT FOR FIRST 3 MONTHS	$15,000	$24,000	As Incurred	Monthly	Lessor
ADDITIONAL FUNDS – (3 MONTHS) (Note 10)	$87,475	$101,725	As Incurred	As Incurred	Employees, Suppliers, Utilities
TOTAL (Notes 6 & 8)	**$278,975**	**$482,725**	**(excludes real estate)**		

The charts above provide an estimate of your initial investment for one TIRE PROS Center, based upon our experience franchising the Tire Pros brand. The charts should be read in conjunction with the following notes.

NOTE 1: Initial Franchise Fee. Among other things, the Initial Franchise Fee covers (i) the New Dealer Onboarding and Program Training (defined below in Item 11). All fees paid to us are non-refundable under any circumstances.

NOTE 2: Pre-opening Purchases. We estimate the pre-opening expenditures related to purchasing products from us and/or our affiliates, excluding inventory, to be between $0 to $20,000.

NOTE 3: Lease Deposit. The lease deposit for your location will usually equal first month's rent and perhaps last month's rent as well. The landlord may require you to replenish the lease deposit if any portion of the lease deposit is used to pay for any costs to fix or repair the location for which you did not pay, or for triple net expenditures (taxes, insurance, and common area charges) for which you did not pay.

NOTE 4: Remodeling Costs. These costs will include the amount you will need to upfit an existing location. These costs do not include building a Tire Pros center from scratch.

NOTE 5: Computer Equipment and Furniture. You must have a computer system that is (i) inclusive of point-of-sale ("POS") software, (iii) capable of communicating with our computer system over the Internet, and (iv) capable of communicating by e-mail. Currently, we do not specify specific computer hardware or software, but your computer must be in good repair and must be able to carry out ordinary business functions as provided in the Manual (Section 2.16 of Franchise Agreement). We estimate that the current initial cost of a computer system for the Center will range from $0 to $7,500 depending on whether you have an existing computer system. You are responsible for any and all repairs, maintenance, modifications, and Upgrades/Updates (including Software & Hardware) to conform to our specifications. We estimate that the cost of support service is around $125 to $375 per month, but you will need to contact a vendor to determine the scope of the services they offer and the actual cost of those services. The costs in this section also include your indoor furniture that you will put in your waiting room.

NOTE 6: Shop Equipment. You will need to outfit your Tire Pros Center with lifts, tire mounting machines, wheel balance machines, and an assortment of other equipment used in the tire repair and replacement business and more particularly described in the operations manual. You can either purchase or lease the equipment. If you finance the equipment, the lender will require the shop equipment be secured by a UCC lien, which must be superior to any landlord's lien.

NOTE 7: Signs. Your signage will include interior and exterior signs. Local code restrictions may restrict the signage available for a Center and, accordingly, affect the costs you will incur.

NOTE 8: Miscellaneous costs. This category estimates additional costs likely to be incurred in obtaining additional insurance (one year's estimated insurance premium) and additional utility expenses associated with the conversion or opening a new tire facility. These costs may include certain legal expenses in organizing your legal entity you decide to use in the operation of your business.

NOTE 9: Inventory costs. This category estimates your possible purchase of opening or additional tire inventory in order for your product offerings to be consistent with the TIRE PROS brand. Other than the requirement that you must be a Continental GOLD dealer to be part of the System, there are no minimum inventory requirements, so the purchase of tire inventory is totally within your control. The Continental GOLD program requires an opening order of 24 units, which will cost approximately $3,000. We do not offer any financing to you in connection with your purchase of inventory from our affiliate.

NOTE 10: Additional Funds. This category estimates the funds needed to cover your expenses during the first 3 months of operation after the conversion or opening of your new tire facility. These expenses include estimated payroll (excluding any wage or salary paid to you), other miscellaneous expenses, vendor payments, the minimum of two months of Franchise Fees, three months of National Advertising Fund Contributions, three months of Nationwide Warranty Coverage, three months of (Minimum) local Marketing Contributions based on Ad Plan, additional advertising and marketing expenses costs and working capital. We cannot guarantee that you will not have additional expenses starting your TIRE PROS Center. Your costs will depend on factors like how much you follow our suggested procedures, the local market for tire and automotive services, the prevailing wage rate, competition, and the sales level reached during the initial period. All of these expenses are paid to third parties.

The information in this table is based on our experiences. Except for security deposits, none of these costs are refundable. We do not offer direct or indirect financing to franchisees for any of these items. The availability and terms of financing will depend on factors like the availability of financing generally, your credit worthiness, collateral you pledge, policies of your lending institution, and economic conditions in your area.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Brands and Products

You must follow any rules we establish related to what products and services TIRE PROS Centers should offer, which may include one or more requirements as to the products and services required by us to be offered at all TIRE PROS Centers ("Required Product Offering"). You will, at all times, carry the Required Product Offering, unless you have our written consent not to carry a product in the Required Product Offering. All other products and brands that you carry at your Center must be consistent with our standards and specifications in our confidential operations manual ("Manual") or in other written directives issued by us to the System as a whole, and the quality of products offered by other TIRE PROS Centers operating under the System. We may, at any time, change, delete, add to or modify any of our standards and specifications. While not mandated in our Franchise Agreement, our preference would be that all Centers should offer the same or similar products and services.

Approval of Alternative Suppliers

If you want to use any product or material or render any service that does not comply with the standards of the System or is to be purchased from a supplier that has not yet been approved, you must first submit to us a written request for approval of the proposed product or supplier and obtain our approval of the product or supplier before purchasing the product or purchasing from this supplier. We will, within a reasonable time (within 30 days), and at no charge to you, notify you of our decision. We may periodically establish procedures for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and suppliers. Approval of a supplier may be conditioned on requirements relating to product quality, production and delivery capabilities, ability to meet our supply commitments, financial stability, integrity of standards of service, familiarity with our System and ability to negotiate favorable terms for our franchisees. We do not generally make available to you or any supplier our criteria for approval. We may revoke any of our approvals for alternative suppliers if we believe that the products from such suppliers do not meet our standards. If we revoke any alternative supplier, we will give you written notice of such revocation.

Product and Support Programs Offered to Franchisees

By becoming a TIRE PROS franchisee, you will have access to our TIRE PROS product and advertising/marketing programs that we or our affiliates develop and/or facilitate with the major tire manufacturers and suppliers like Continental/General Brands (GOLD Program for Conti Gold dealers), Michelin/BF Goodrich, Uniroyal (MAST for Alliance dealers), Hercules Brands (Hercules Power program) and Cooper Tire & Rubber Company (Tire Pros Cooper Medallion Enhancement Program) ("**Supplier Marketing Programs**"). Currently, you must (i) participate through ATD (as your primary distributor) in the GOLD Program, (ii) use funds these manufacturers and suppliers allocate, provide or rebate to you based on your purchases for the Center in accordance with the terms of the Supplier Marketing Programs, and (iii) execute any documents required by us and/or the manufacturer or supplier to participate in the Supplier Marketing Programs. We also structure exclusive TIRE PROS programs with suppliers of ancillary products that are typically sold through Centers like batteries, lubricants, automotive parts and accessories and similar products. The Supplier Marketing Programs are designed to provide direct or indirect benefits to our franchisees, our System and us, often through attractive pricing of products like tires, enhanced co-op dollars or rebates. Supplier Marketing Programs may require you to make certain purchases from certain sources we

designate. During the term of your Franchise Agreement, as a TIRE PROS franchisee, you may not align yourself with, enroll in, or convert existing enrollment of any manufacturer marketing or supply programs offered by ATD to tire manufacturers or ATD's competing suppliers. Should you fail to comply with this restriction, you will be in breach of your Franchise Agreement with us.

Co-op dollars are monies provided by tire manufacturers to franchisees or co-ops for the System to advertise and market Centers. Not all manufacturers provide co-op opportunities. Further, the guidelines and structure associated with the Supplier Marketing Programs are defined by the suppliers with the assistance and advice of us and our affiliates. We reserve the right to change, modify, alter or eliminate Supplier Marketing Programs and/or suppliers as we deem appropriate or necessary. If you want additional information on the Supplier Marketing Programs, you may talk with us and/or our current franchisees to answer any of your questions on the Supplier Marketing Programs.

We and our affiliates like ATD also currently offer franchisees purchase discount enhancements in the form of financial rebates or enhanced co-op dollars tied to a franchisee attaining certain program purchase requirements or volume purchase requirements or incremental sales volume increases. We and our affiliates reserve the right to change, modify, alter or eliminate programs and/or suppliers as we deem appropriate or necessary.

No Franchisor Officer owns an interest in any supplier.

Revenue from Franchisee Purchases

We, ATD and other affiliates of ours may sell or distribute products (including tires) to you. During 2022, ATD sold products to our franchisees which generated revenues of approximately $385,913,798.63 based on the internal unaudited financial information of American Tire Distributors Holdings, Inc. and subsidiaries (which subsidiaries include American Tire Distributors, Inc., and us).

In 2022, we received revenues totaling approximately $374,572.77 from certain suppliers of batteries, uniform rentals, lubricants, computer/POS systems, private label credit cards using our Marks, automotive parts and accessories, insurance and similar products and programs designed to increase rebates and payments from suppliers based on purchases by our franchisees, or approximately .0971% of our total 2022 revenues of approximately $385,913,798.63 based on our audited financial statements. These revenues were 2.5% or less of the purchase prices paid by our franchisees for these products.

There are various third-party vendors that provide supply product(s) and supplies to you and other franchisees for which we receive a percentage rebate based on the amount that you and other franchisees purchase from these third-party suppliers.

We and our affiliates have (i) the right to receive payments or other benefits like rebates, allowances or other forms of remuneration from manufacturers and suppliers based upon their dealings with you and other franchisees and (ii) use these payments and benefits as we or they deem appropriate. In the past, and in all likelihood for the foreseeable future, these payments and benefits have been and will continue to be, distributed to our affiliates and not to us. Typically, our affiliates use certain of these payments or benefits for the benefit of our franchisees, although that is not required. These payments and benefits help fund the purchase discount enhancements or enhanced coop dollars that are part of our franchise offering (see above). The range and level of rebates, allowances and other forms of compensation are dictated by the suppliers, most typically by the major tire manufacturers, and often there are volume requirements and promotional and advertising activities that must be met or undertaken before these benefits are distributed to our affiliates. Also, if these rebates, allowances and other forms of compensation are available to our affiliates, their sale of products or marketing activities to non-TIRE PROS franchisees will also be a factor in the level of payments or benefits they receive.

As described above, we or our affiliates have negotiated purchase arrangements (such as marketing arrangements) with various suppliers for the benefit of you and the System. You are obligated to participate in the GOLD Program Supplier Marketing Program. You must sign the GOLD Program 2023 Dealer Participation Agreement attached as Exhibit C to this Disclosure Document.

We do not provide any material benefits (such as renewal or granting additional franchises) to you based upon your use of designated or approved sources or your purchase of particular products or services. There are no purchasing or distribution cooperatives for the System. Except as disclosed in this Item 8, there are no approved suppliers in which any of our officers own an interest.

Standards and Specifications

We have established selected standards and specifications for the TIRE PROS System which you must comply with and which we publish online in our Manual, our Tire Brand Standards, or otherwise distribute in writing to our franchisees, including by means of electronic directives or newsletters. These standards and specifications could cover areas such as guidelines in the use of our intellectual property including our trademarks, inventory, product education and training, approval of suppliers or Supplier Marketing Programs, and advertising and marketing guidelines. We may, at any time, in our discretion, change, delete or add to any of our standards or specifications.

Computer System

We do not require you to purchase specific computer hardware or software to operate the Center. However, we require that you utilize a computer system to operate the Center and your computer system must be (i) inclusive of point-of-sale ("POS") software, (ii) capable of communicating with our computer system over the Internet, and (iii) capable of communicating through e-mail.

Insurance

At your own expense, you must maintain at all times during the term of the Franchise Agreement an insurance policy or policies protecting you, us and our affiliates. At the current time you must maintain the following minimum insurance coverages: commercial general liability insurance in the amount of $1,000,000,00 per occurrence, and workers' compensation in the amount of $1,000,000.00. You must name us as an additional insured in all of your insurance policies. We may modify these insurance requirements at any time that we believe it is in the best interests of our franchise system. Any modifications to the insurance requirements will be set forth in Manual. You must, on January 1 of each year during the term of the Franchise Agreement and at other times upon our request, provide evidence of the required insurance to us. The policies must provide protection against all loss, liability or occurrence arising out of the condition, operation, use or occupancy of the Center or Center's premises. All policies must be written by a responsible insurance company or companies satisfactory to us, and the policies must be in a form and contain the minimum types and coverage amounts as we specify in the Manual. The cost of your insurance will vary depending on the insurance carriers' charges, the terms of payment and your insurance history

.

Warranty Programs

You must participate in all required warranty programs that we designate ("Required Warranty Programs") and offer the Required Warranty Programs to your customers. You must follow the requirements of all Required Warranty Programs at all times, including (i) using the required warranty forms, (ii) having all salespeople provide at the time of sale any required oral disclosures to customers, and (iii) making sure the Center's employees fully understand each warranty program and truthfully represent them to all customers of

the Center. If authorized under the applicable Required Warranty Program, you may include products or services that are not included in the Required Product Offering within the Required Warranty Program, so long as (a) we and other franchisees under the System are not obligated in regard to the warranty of those items, and (b) disclaimers of any obligation of ours and other franchisees under the System are clearly communicated by your salespeople to all customers at the time of the sale. This must be clearly stated to the consumer at the time of purchase.

Leases/Subleases

If you are or become a lessee of the Center's premises, upon request you must provide us with a true, correct, and complete copy of your lease, and you must (i) have the De-Identification Rider attached as Schedule E to the Franchise Agreement ("Lease Rider") signed by the landlord and you, or (ii) have the lease include the provisions contained in the Lease Rider, in a form satisfactory to us.

* * *

The following chart contains our estimate of the percentage of your total purchases and leases which you must obtain from approved suppliers (including us and any of our affiliates) or in accordance with our standards and specifications in establishing your Center and in the continuing operation of your Center.

ESTIMATED PROPORTION OF YOUR PURCHASES AND LEASES FROM APPROVED SUPPLIERS (INCLUDING US AND ANY OF OUR AFFILIATES) OR ACCORDING TO OUR STANDARDS AND SPECIFICATIONS TO ALL OF YOUR PURCHASES AND LEASES	
In Establishing the Center	In the Continuing Operation of the Center
Approximately 25% for a Center	Approximately 75% for a Center

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site Selection and acquisition/lease	Section 1.3	Items 1, 11
b. Pre-opening purchases/leases	Section 1.3	Items 5, 7, 8, 11, 16
c. Site development and other pre-opening requirements	Sections 1.3 and 4	Items 1, 5, 7, 8, 11, 12, 15
d. Initial and ongoing training	Section 3	Items 1, 7, 11, 17
e. Opening	Section 1.2	Items 7, 11
f. Fees	Sections 3, 6, 8.1, 9.4, 10.6 and 10.7	Items 1, 5, 6, 7
g. Compliance with standards and policies/ Operating Manual	Section 1.3 and 2	Items 8, 11, 13, 14, 16
h. Trademarks and proprietary information	Section 2 and 5	Items 13, 14

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
i. Restrictions on products/services offered	Section 2	Items 8, 16
j. Warranty and customer service requirements	Section 2	Item 1
k. Territorial development and sales quotas	Not Applicable	Items 12
l. Ongoing product/service purchases	Section 2	Items 8, 16
m. Maintenance, appearance and remodeling requirements	Sections 2 and 8.2	Item 11, 17
n. Insurance	Section 4	Item 7, 8
o. Advertising	Section 5	Items 1, 6, 7, 11, 12
p. Indemnification	Section 2.10	Item 6, 13
q. Owner's participation/management/staffing	Section 2	Item 15
r. Records/Reports	Section 7	Items 6, 11
s. Inspections/audits	Section 2.8	Items 17
t. Transfer	Section 8	Items 6, 17
u. Renewal	Section 1	Items 17
v. Post-termination obligations	Section 9.4	Item 15, 17
w. Non-competition covenants	Section 2.6	Items 15, 17
x. Dispute resolution	Section 10	Item 17
y. Personal Guarantees	Section 2.11, Schedule D to Franchise Agreement (Guaranty & Assumption of Obligations)	Item 15

ITEM 10. FINANCING

Neither we, nor any affiliate, offers directly or indirectly, any financing to you. Neither we, nor any affiliate, receives direct or indirect payments from placing financing. We do not guarantee any of your notes, leases or obligations.

Neither we nor any affiliate offers financing that requires you to waive notice, confess judgment, or waive a defense against us or the lender.

Commercial paper from franchisees has not been and is not sold or assigned to anyone and neither we nor any affiliate has any plans to do so.

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

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

Pre-Opening

Upon signing your Franchise Agreement and before you commence operation as a TIRE PROS franchisee, we will:

(1) At your request, perform a local market study which analyzes buyer trends (Section 2.1(b) of Franchise Agreement); and

(2) At your request, perform an operational business analysis which analyzes your business against industry standards and benchmarks for potential improvements (Section 2.1(b) of Franchise Agreement).

We do not provide assistance with obtaining equipment, signs, fixtures, opening inventory, and supplies prior to opening but we do provide an allowance to you after you open your TIRE PROS Center (see Post-Opening #4 below).

(3) We do not provide you with assistance in locating or evaluating your location. However, we recommend that your site be between 8,000 – 10,000 square feet, but some sites are bigger, such that the building can house 6-10 service bays, and that the shop be located in a retail abundant are of the city or town where you locate your shop. We find that stand-alone locations will provide you with more visibility than a location that is in a strip center or auto-mall.

Post-Opening

During the operation of your TIRE PROS Center, we will:

1) Provide you with online access to our Manual and Tire Pros Standards (Section 2.1(c) of Franchise Agreement);

2) Provide our New Dealer Onboarding and *Program Training* at your Center (the "New Dealer Onboarding and Program Training") which explains our marketing philosophy, product lines, warranty programs and general information concerning our System (Section 2.1(c) of Franchise Agreement). This is usually provided within the initial 90 days after you commence operation as a Tire Pros franchisee;

3) Authorize you to use the Marks in operating your Center (Section 2.1(d) of Franchise Agreement);

4) Reimburse you up to $3,500 for approved expenditures for identification of the first retail outlet you are converting to a TIRE PROS Center. Reimbursements are primarily for exterior signage and painting and include interior displays (Section 2.1(c) of Franchise Agreement). Our current practice is to only reimburse you $1,000 for any additional Centers you open and operate after opening your first Center. We currently do not have approved vendors/suppliers for obtaining exterior and/or interior signage. It is your responsibility to secure a local vendor of your choice to obtain the signage. Prior to ordering any signage for your TIRE PROS Center, you will need to get approval from our marketing team to use the TIRE PROS logo. Reimbursements are only available during the first year after the Effective Date of the Franchise Agreement unless approved by us in writing no less than 30 days prior

to the end of the first year. Once the one-year period expires, you are no longer eligible for these reimbursements even if you have not used the entire $3,500 reimbursement amount.

5) Provide information on the Required Warranty Programs (Section 2.1(d) of Franchise Agreement);

6) Develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all TIRE PROS' Centers ("System Promotion Programs") (Section 2.1(d) of Franchise Agreement);

7) Review your proposed advertising copy and materials in advance of publication (Section 2.1(d) of Franchise Agreement);

8) Provide a New Dealer Rollout Kit to you (Section 2.1(b) of Franchise Agreement); and

Site Selection

Your site in which to operate your TIRE PROS Center must be approved by us. In approving your site, we look at the following criteria: the size and physical characteristics of the existing building, parking at the location, traffic patterns around the site, zoning requirements, competitive businesses located in the market, population density, household income, and the material terms of your proposed lease, if you are leasing the location. Locations for any additional Centers you wish to open require our prior written approval, which will not be unreasonably withheld. Failure to obtain location approval for initial or additional Centers could give us the right to terminate your Franchise Agreement (Section 2.1(b) of Franchise Agreement).

Time Before Opening

The length of time following the signing of the Franchise Agreement and opening of the TIRE PROS Center is expected to be less than 30 days. Unless we agree otherwise, you must commence operation of the Center within 30 days after the effective date of the Franchise Agreement or we may terminate the Franchise Agreement. The length of time may be affected by factors such as completing the New Dealer Onboarding and Program Training, difficulties in obtaining building or sign permits, weather conditions, conversion delays, product shortages and delayed installation of new signage. However, we expect that you are unlikely to experience these types of delays (other than signage issues) because we have only a few mandatory actions that need to be completed in converting your existing retail tire store to a TIRE PROS Center (Section 1.2 of Franchise Agreement).

Training Programs

New Dealer Onboarding and Program Training

Within 60 days of commencing operation of your center as a TIRE PROS Center, both (i) the Designated Operator(s) (defined below) and (ii) you (or an owner of yours if you are a legal entity) or a manager for the Center, must permit trainers at your TIRE PROS Center. We may terminate the Franchise Agreement if your trainees fail to successfully complete the *New Dealer Onboarding and Program Training* within the required timeframe. We do not charge a fee for the *New Dealer Onboarding and Program Training* (which is available to all Center employees). If, in the event an additional *New Dealer Onboarding and Program Training* is required, we may charge you for such course. All training will take place at your center in order to avoid the expenses of airline travel, lodging and meals to attend the *New Dealer Onboarding and Program Training*. The *New Dealer Onboarding and Program Training* will cover the TIRE PROS marketing philosophy, product lines and warranty programs and general information. Various trainers from certain suppliers like Continental and Michelin may participate in the *New Dealer Onboarding and Program Training. New Dealer Onboarding*

and Program Training is conducted by us on a regular basis and consists of the listed hours of training under the following general outline (Sections 3.1 & 3.3 of Franchise Agreement):

DEALER ONBOARDING AND PROGRAM TRAINING

Subject	Hours of On-the-Job Training	Location
TirePros.com and Podium onboarding and interfaces (NPS)	1.5	At your Center
TireProsOnline.com navigation and quote set-up features	1.5	At your Center
Tire Pros Synchrony enrollment and dashboard training +Easy Pay secondary	1.5	At your Center
Welcome Kit	.5	At your Center
Warranties (Tire Protection, National Roadside Assistance, Service Warranty)	2.0	At your Center
Spark Enrollment and Managing the Tool	1.0	At your Center
Conti Gold Program and Compliancy	1.0	At your Center
Cooper Medallion Programs	1.0	At your Center
Category Compass Tool	1.0	At your Center
Profit Expert Tool	1.0	At your Center
Market Price Explorer	1.0	At your Center
Franchisee Purchase Incentives Program	1.5	At your Center
Tire Pros Playbook	1.5	At your Center
Advertising/Operations Audit	4.0	At your Center
Determine Preferred Methods of Communication	.5	At your Center
Set Up Tire Pros Communication	1.5	At your Center
Owner Q&A Session	2.0	At your Center
Operations Audit	2.0	At your Center
Review Tire Pros Toolbox	2.0	At your Center
Financial Analysis	4.0	At your Center
Marketing Review Strategies, tactics and execution plan	4.0	At your Center
Total	**36**	

All Other Training Courses/Sessions

For all training courses and sessions other than the *New Dealer Onboarding and Program Training*, you are responsible for the costs of attendance for you, your owner and/or manager, including travel, lodging, meals and other related and incidental expenses, and you may be required to pay for your share of course materials and related training costs. TPF reserves the right to charge you additional fees if you want to have additional individuals attend either of these programs/courses.

Training Instructors

We do not require that our trainers have a minimum amount of experience as trainers. However, our training programs are supervised by our Director of Franchise Operations, Brent Nix who has 35 years of experience. In addition to Mr. Nix, we have several trainers for the New Dealer Onboarding and Program Training whose information and experience is listed in the below table:

Instructor Name	Subjects Taught	Years of Experience	Years with Franchisor
Brent Nix	Tire Pros Operations	38	16
Ben Anderson	Tire Pros Francorp Program	15	2
Angie Cox	Tire Pros Marketing	18	4
Scott Doles	Tire Pros – Retail Field Operations	36	6

Marketing and Advertising

We have the right to make the final decision regarding System Promotion Programs, including, without limitation, type, quantity, timing, placement and choice of media, market areas and advertising agencies. Each year during the term of the Franchise Agreement, an "Advertising Plan" ("Ad Plan") will be developed by you and us for your Center. The Ad Plan will layout and track all advertising to be placed for your Center for the calendar year. For your first calendar year, the Ad Plan must be approved in writing within 90 days of when you join the System. You must participate fully and completely in the System Promotions Programs adapted by us for the Center in accordance with the Ad Plan. In addition to the System Promotion Programs and Supplier Marketing Programs, you must participate in any other regional and national promotional programs developed by us for the System ("Supplemental Programs") (Section 5.1 of Franchise Agreement).

National Advertising Fund

We will maintain and administer a marketing fund (the "National Advertising Fund"). You must contribute the amounts that we periodically require, which is currently $200 per month, payable in the same manner as the monthly Franchise Fee. We will direct all programs that the National Advertising Fund finances, with oversight and authority over the concept developments, materials, testing, and endorsements used and their geographic, market, and media placement and allocation. The National Advertising Fund may be utilized for any advertising, promotion, marketing and brand-related activities, including preparing, producing and placing video, audio and written materials and electronic media; developing, maintaining and administering one or more System Websites, other online presence, and digital media; creating and administering national, regional, multi-regional and local marketing, advertising including in-home and out-of-home promotional advertising, and including purchasing trade journal, direct mail, digital (e.g. internet, social media and mobile) and other digital and traditional media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public and customer relations, market research, and other advertising, promotion, marketing and brand-related activities. The National Advertising Fund also may reimburse Tire Pros center operators for expenditures consistent with the National Advertising Fund's purposes that we periodically specify (Section 5.3 of Franchise Agreement).

We will account for the National Advertising Fund separately from our other funds and will not use the National Advertising Fund for any of our general operating expenses, except for reasonable salaries, administrative costs, travel expenses, and overhead we and our affiliates incur in administering the National Advertising Fund and its programs, including conducting market research, travel, preparing advertising, promotion, and marketing materials (including shipping costs), implementing social responsibility initiatives, maintaining and administering the System Websites and other forms of online presence, and collecting and accounting for National Advertising Fund contributions. The National Advertising Fund is not a trust, and we have no fiduciary obligation to you. We will hold National Advertising Fund contributions for the benefit of the contributors and use contributions only for their intended purpose. In any fiscal year, the National Advertising Fund may be utilized above or below the total National Advertising Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future

use. We will use all interest earned on National Advertising Fund contributions to pay costs before using the National Advertising Fund's other assets. We currently do not plan to audit the National Advertising Fund. We will prepare an unaudited, annual statement of the National Advertising Fund's collections and costs and give it to you upon written request (Section 5.3 of Franchise Agreement).

During fiscal year 2022 the National Advertising Fund spent 93.4 % of its total expenditures on media placement, conferences, and sponsorships, 0% on point-of-sale marketing materials, 0% on sweepstakes fulfillment, 5.6% on production, 0% on media management services and 1% on miscellaneous expenses. We currently do not intend to use National Advertising Fund contributions for advertising that principally is a solicitation of new franchise sales.

The goal of the National Advertising Fund is to maximize recognition of the Marks, brand, Tire Pro Centers products and services, and patronage of Tire Pros centers. Although we will try to use the National Advertising Fund to develop advertising and marketing materials and programs and to place advertising and marketing that will benefit all Tire Pros centers, we need not ensure that National Advertising Fund expenditures in or affecting any geographic area are proportionate or equivalent to National Advertising Fund contributions by Tire Pros centers operating in that geographic area or that any Tire Pros center benefits directly or in proportion to its National Advertising Fund contribution from the development of advertising and marketing materials or the placement of advertising. We have the right, but no obligation, to use collection agents and institute legal proceedings to collect National Advertising Fund contributions at the National Advertising Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the National Advertising Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the National Advertising Fund.

We may defer or reduce a franchisee's contributions to the National Advertising Fund and, upon 30 days' prior written notice to a franchisee(s), reduce or suspend National Advertising Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the National Advertising Fund. If we terminate the National Advertising Fund, we will distribute all unspent monies to franchisees and us and our affiliates in proportion to their respective National Advertising Fund contributions during the preceding 12-month period (Section 5.3 of Franchise Agreement).

Marketing Council

We may designate a geographical area to be served by a marketing council whose members will be representatives of our franchisees in that area. The council may include ATD representatives. The marketing council will advise us about System Promotion Programs. We will make the final decision about all System Promotion Programs. On request, you may obtain an unaudited accounting of how the monies were spent for programs (Section 5.4 of Franchise Agreement).

Marketing Program

The following is a summary of our Marketing Program that applies to Centers operating under the System. You must participate in the Marketing Program including each of the following which constitute our "Core Program Elements":

1. Have the minimum signage and interior display identification requirements for a TIRE PROS Center.

2. Achieve the monthly objectives of two or more of our manufacturers' purchasing programs.

3. Fund at least the minimum monthly required contribution to your annual Ad Plan.

4. Meet all credit history requirements.

If you meet all the Core Program Elements you may select and participate in any combination of these programs that apply to purchases of the manufacturers' products from ATD, however, all Centers must participate in the GOLD Program. Below is a general summary of the programs currently in progress for 2023 and there are additional requirements and terms that apply to the programs which are contained in the Manual and other program information prepared by us, ATD, and/or the manufacturers. These programs may change at any time at our, ATD's, and/or the particular manufacturer's discretion.

1. MAST: Based on your purchases of Michelin, Uniroyal, and BF Goodrich products from ATD, MAST marketing funds from Michelin of 3% will be earned by the Business Development Fund that will be used by ATD to implement the Program and your Ad Plan for 2023. MAST will issue these funds directly to ATD to be used in connection with your Ad Plan for 2023 established by us for local media or approved marketing. You may contact us for updates regarding your Business Development Fund.

2. Continental/General: As a TIRE PROS Gold Dealer on the GOLD Program (minimum initial order of 24 units and 800 units per year or higher), you will earn credits of 3% towards Co-op spending on your purchases of all Continental and General Brand products. We will maintain information regarding your credits for this program.

You must include the Marks in all advertising copy and other materials promoting or advertising tires. These materials must be approved by us, which we will approve or disapprove materials within 30 days. You must submit proposed advertising copy and materials to us for approval in advance of publication. Your advertising must never contain any statement or material which may be considered in bad taste or offensive to the public or to any group of persons or defamatory of any person or an attack on any competitor. There is no fiduciary relationship or trust relationship created by our advertising and marketing activities and we do not provide any annual financial statements devoted to advertising and marketing activities.

We may operate an Internet website for the System ("System Website") to promote and advertise the System. We will have the exclusive right to modify, enhance, suspend or discontinue the System Website and all features of the System Website (including the domain name, features, procedures, links, content and format) will be determined by us, in our sole discretion. At our option, we may permit you to either have a website for your Center ("Center Website") or make available to you a sub-page on the System Website that will be located at a sub-domain of the System Website to be specified by us ("Subpage"). Any Center Website or Subpage must (i) be approved by us, (ii) not reference any other business other than the Center unless approved by us, and (iii) be in the format of our template for Center Websites or Subpages as specified by us in any guidelines, directives or specification in the Manual. Once the initial content of any Center Website or Subpage has been approved by us, you must submit any changes to the content to us for our prior written approval. We will permit you to upload content onto the Center Website or Subpage solely to promote and promote the Center and provide prospective customers with information related to the Center. Except as permitted by us, you may not develop, maintain, or authorize any website that mentions or describes you or the Center or that displays any of the Marks. Upon termination or expiration of the Franchise Agreement, you must immediately and permanently remove any and all content related to us, the System and the Center operating as a TIRE PROS from any authorized Center Website. Upon the termination or expiration of the Franchise Agreement for any reason or your default under the Franchise Agreement for any reason, your right to upload content onto, or use, the Subpage will immediately cease, and we may cease to make the Subpage available to you (Section 5.6 of Franchise Agreement).

Local or Regional advertising Cooperative

You are not required to participate in any local or regional cooperative, and we have no plans to establish one.

Advertising Cooperative

We currently do not have a local or regional advertising cooperative, and you are currently not required to participate in one. (Section 5.5 of Franchise Agreement).

Pricing

From time-to-time we may suggest retail pricing to you for the authorized products and services that you sell at your Tire Pros. We may also advertise suggested prices. While we recommend that you follow our pricing structure that we may set up, you are not required to follow those prices; you are free to charge the prices that makes the most sense in your specific market, and which are the most competitive.

Computer Programs

We do not require you to purchase from us computer hardware or software to operate the Center, but we have approved suppliers that offer these items for sale. You must have a computer system that is (i) inclusive of point-of-sale ("POS") software, (ii) capable of communicating with our computer system over the Internet and (iii) capable of communicating by e-mail. Currently, we do not specify specific computer hardware or software. Your computer must be in good repair and must be able to carry out ordinary business functions as provided in the Manual (Section 2.16 of Franchise Agreement). You agree, to replace, repair and maintain as necessary, at our request and at your sole cost and expense, the Computer Systems, Software, and Cash Registers, and to obtain such upgrades or modifications to conform to our specifications (Section 2.14 & 2.16 of Franchise Agreement).

We estimate that the current initial cost of a computer system for the Center will range from $0 to $5,000 depending on whether you have an existing computer system. We estimate that the cost of support service is around $125 to $375 per month, but you will need to contact a vendor to determine the scope of the services they offer and the actual cost of those services. You are not required to give us independent access to poll your computer system to retrieve and compile information concerning your Center, however, certain reward incentives may require limited data sharing as a condition for participation.

You also are required to comply with our standards for processing electronic payments including the Tire Pros private label credit card (currently by Synchrony) and all other standards, laws, rules and regulations applicable to electronic payments that may be published by payment card companies and applicable to electronic payments, including the Payment Card Industry ("PCI") Data Security Standards, Fair and Accurate Credit Transactions Act. All costs of complying with such electronic payment requirements are at your expense (Section 2.17 of Franchise Agreement).

Operations and Other Manuals

We will make available to you a soft copy of our Manual for use once your Center commences operation as a Tire Pros Location. The Manual contains proprietary information, and the Manual may not be copied. Exhibit K to this Disclosure Document contains the current Table of Contents for the Manual.

ITEM 12. TERRITORY

The Franchise Agreement does not give you any territorial rights or protections in any geographic area. The Franchise Agreement grants you the right to operate a Center at retail only from a specific location. We do not grant you any exclusive territory or other territorial rights under these agreements other than the right to operate the Center. Unless approved by us, you may not sell products and services through the Internet using the Marks.

You have no right to relocate the Center and you have no right under the Franchise Agreement to open

additional Centers without our prior written approval, which will not be unreasonably withheld.

There is no provision in the Franchise Agreement that prohibits you from soliciting business in another franchisee's territory.

There is no provision in the Franchise Agreement that permits us to modify any territorial rights granted to you.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we or our affiliates own, or from other channels of distribution or competitive brands that we or our affiliates control (including TireBuyer discussed in Item 1).

You may compete with Centers operating under the System, company-owned centers and other centers, stores and outlets we and our affiliates operate in and near your Center. We may open or franchise new Centers near your Center without consulting you or giving you the first right to open them. These Centers may compete directly with you. There is no mechanism for resolving any conflict that may arise between your Center, other Centers operated by other franchisees and/or our and our affiliates' centers, stores and outlets.

Neither the Franchise Agreement nor the Manual prevents us from soliciting or accepting orders from consumers wherever located, even those in close proximity to your Center. This means that we and our affiliates have the right to use other channels of distribution, such as the Internet, catalogs, telemarketing or other direct marketing sales initiatives to make sales to consumers located near your Center, whether using our principal trademarks or under trademarks different from the ones you will use under the Franchise Agreement. We are not required, nor will we, pay any compensation to you for soliciting or accepting orders from consumers located near your Center.

We do not operate, or have present plans to operate, or franchise, any business under a different trademark that will sell goods or services that are the same as or similar to those that you will sell, but we reserve the right to do so in the future.

The Franchise Agreement does not grant you any options, rights of first refusal or similar rights to acquire additional franchises within your area.

ITEM 13. TRADEMARKS

Under the Franchise Agreement, we grant you the non-exclusive right to operate your Center under the name "TIRE PROS" and to use the other Marks we authorize you to use. The following principal Marks are registered on the Principal Register of the U.S. Patent and Trademark Office ("**USPTO**"):

MARK	Registration Number	Registration Date	Renewed
TIRE PROS & Design	1592463	04/17/1990	5/26/2020
TIRE PROS (Word Mark)	2918717	01/18/2005	01/29/2015
TIRE PROS & Design	2920561	01/25/2005	01/29/2015
TIRE PROS & Design	2920542	01/25/2005	02/06/2015
TIRE PROS (Word Mark)	2922427	02/01/2005	02/17/2015
TIRE PROS & Design	2922520	02/01/2005	02/12/2015
TIRE PROS (Word Mark)	2922503	02/01/2005	02/12/2015
TIRE PROS & Design	2922397	02/01/2005	02/24/2015
TIRE PROS & Design	2922338	02/01/2005	02/06/2015
TIRE PROS & Design	2922337	02/01/2005	02/06/2015

TIRE PROS & Design	2959164	06/07/2005	02/17/2015
TIRE PROS & Design -INSTALLING PEACE OF MIND	4174264	07/17/2012	N/A
TIRE PROS & Design	5197052	05/02/2017	N/A
TIRE PROS. HASSLE-FREE. GUARANTEED. (Word Mark)	5734959	04/23/2019	N/A

We have filed with the USPTO all required affidavits of use and renewal applications.

In addition to the principal Marks listed above, there are other Marks that we may authorize you to use, and those Marks may vary depending on where your Center is located.

There are no agreements in place that limit our right to use or license the Marks to you.

You must follow our rules as stated in the Manual when using the Marks, including using the Marks in all advertising and promotions for the Center (including advertising through print, radio, television and electronic media). You cannot use any Marks as part of a corporate entity name or with modifying words, designs or symbols. You may not use the Marks in connection with the sale of an unauthorized product or service or in a manner we do not authorize in writing.

You must notify us immediately when you learn about any infringement of or challenge to your use of the Marks. We will take the action we think is appropriate to protect the integrity and validity of the Marks. We are not required to take any specific action in regard to infringements involving the Marks. We have the sole right to control administrative proceedings or litigation regarding any trademark infringements involving the Marks. We are not obligated to participate in your defense or to indemnify you for damages in any legal proceeding involving the Marks or if the proceeding is resolved against you. We have no obligation to protect you against any claims of infringement of your use of the Marks, but we do have the right at our discretion to protect the Marks as we determine. We have no obligation to indemnify you against any infringement claims against you regarding your use of the Marks.

You must modify or discontinue the use of a Mark and you must adopt or use additional or substituted marks, if we instruct you to do so. If this happens, you are responsible for your tangible costs of compliance (i.e., changing signs) and we do not have to reimburse you for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute Mark. You waive any claim against us for changing, modifying or discontinuing a Mark. We may also develop or acquire additional Marks and make them available for your use. There are no rights granted to you in the Franchise Agreement if we determine it is necessary to modify, discontinue or change the Marks.

We are aware that (i) The Tire Pros, Inc. was incorporated in Utah in 1987 and has a location in St. George, Utah that operates under its corporate name, (ii) Tire Pros, Inc. was incorporated in Georgia in 1989 and has locations in LaGrange, Georgia and Columbia, Georgia that operate under that corporate name, (iii) Tire Pros & Service, Inc. was incorporated in South Dakota in 2006 and operates a location in Sioux Falls, South Dakota under that corporate name, (iv) there is a business in Leavenworth, Kansas operating under the name “Tire Pros of Leavenworth”, (v) D&C Tire Pros, Inc. was incorporated in New Jersey in 2003 and operates as Champion Tire in Ringoes, New Jersey, (vi) Glendale Tire Co. of Glendale, California has used “Tire Pros” without our authorization, (vii) there is business in Murfreesboro, Tennessee operating under the name “Tire Pro Auto Service”, and (viii) Tire Pros of Lyman LLC was formed in South Carolina in 2006 and operates under its company name in Layman, South Carolina. In addition to the above, there are a small number of former franchisees who continue to use our Marks without our consent, and we are taking action against them. Except as noted in this paragraph, we have no knowledge when these other uses started.

Except as disclosed in this Item 13, (i) we do not know of any prior rights or infringing uses that could materially affect your use of the Marks and (ii) there are no pending infringement, opposition or cancellation proceedings involving the Marks. Currently, no effective material determinations regarding the Marks have been issued by the USPTO, the trademark administrator of any state or any court or any pending material litigation involving the principal Marks that are material to your Center. Except as disclosed above, there are no agreements currently in effect which significantly limit our right to use or license the use of the Marks in any manner material to the franchise.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or registered copyrights that are material to your Center.

We claim common law rights and copyright protection in a number of items you will use in the operation of your Center, including the Manual, and in certain other materials and information related to the TIRE PROS Centers, like our advertising and marketing materials, specifications, architectural drawings, TIRE PROS Center designs, marketing techniques, advertising programs, advertising strategies, supplier lists, expansion plans, and other information we create or use. We have not registered any of these copyrighted materials with the United States Registrar of Copyrights, although we may do so. We also treat all of this information as trade secrets.

All materials or information of any kind that are designated "confidential" orally or in writing or which, under the circumstances surrounding disclosure, ought to be treated as confidential, are deemed confidential and are loaned to you only under and during the term of the Franchise Agreement. All confidential materials and the information contained in them must be treated by you as confidential and you must use your best efforts to keep them confidential during and after the terms of the Franchise Agreement. This means that you cannot make copies in any medium of any confidential information or use any confidential information outside of the scope of the Franchise Agreement or disclose any confidential information to any third party or other persons identified by us as not having authorization to receive disclosure of confidential information. You may disclose confidential information contained in the Manual only to your employees who have a business need to have access to the confidential information, but only if you first secure from them a confidentiality agreement in the form attached as Exhibit B to this Disclosure Document.

All copyrighted materials and confidential information are owned exclusively by us. Your right to use copyrighted materials and confidential information is derived solely from the Franchise Agreement and is limited to the conduct of the business under and in compliance with the Franchise Agreement and all applicable specifications, standards, and operating procedures we prescribe during the term of the Franchise Agreement. Any unauthorized use of our copyrighted materials or any unauthorized use or disclosure of confidential information will constitute an infringement of our rights in and to the copyrighted materials and confidential information.

We may claim copyright protection in certain techniques we create and may patent certain processes and equipment we develop. If we do, we will notify you and, if the copyrights and patents are material to your obligations under the Franchise Agreement, we will authorize you to use them at no additional charge.

You must promptly notify us of any unauthorized use of our copyrighted materials or any unauthorized use or disclosure of confidential information, including by your employees. You must notify us of any challenge to your right to use or the ownership of any copyrighted materials or confidential information. We are not required to protect or defend our copyrights, although we intend to do so when it is in our best interest. We have the exclusive right to control any copyright litigation. We have the right to keep all sums obtained in settlement or as a damages award in any proceeding or litigation without any obligation to share any portion of the settlement sums or damages award with you. We are not required to participate in your defense or to indemnify you for damages or expenses you incur if you are a party to any administrative or judicial proceeding involving our

confidential information or other information in which we claim common law rights and copyright protection.

We will have the right at any time, on notice to you, to make additions to, deletions from, and changes in any item in which we claim common law copyright or registered copyright protection including the Manual. You must adopt and use all additions, deletions, and changes as we direct at your expense.

There is currently no litigation pending involving the copyrighted materials or confidential information. We do not know of any effective material determinations of the U.S. Copyright Office or any court regarding any of the copyrighted materials or confidential information. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials or confidential information.

We do not know of any superior rights or infringing uses that could materially affect your use of our confidential information or copyright materials.

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

We do not require that you personally supervise your TIRE PROS Center. However, the day-to-day operations of your Center must be directly supervised on a full-time basis by designated operator(s) ("Designated Operator(s)") who have successfully completed our New Dealer Onboarding and Program Training and have been approved by us. The Designated Operator(s) must devote his or her full time, best efforts and constant personal attention to the day-to-day operation of the Center. The Designated Operator(s) cannot have an interest or business relationship with any of our business competitors. The Designated Operator(s) need not have an ownership interest in your business, but he or she must have substantial operating experience, demonstrate strong management abilities and promote the positive image of the System. The Designated Operator(s) must sign a written agreement to maintain confidentiality of the trade secrets described in Item 14 and to conform with the in-term covenants not to compete described in Item 17.

Each individual who has a financial interest in your business must sign a personal guaranty covering the franchisee's obligations under the Franchise Agreement. (See Schedule D to the Franchise Agreement). We and ATD reserve the right to evaluate and alter the personal guaranty requirement for corporate entities with high net worth and superior credit ratings. Unless your spouse has an equity interest in your franchise, he/she will not be required to sign the personal guaranty. If your spouse is required to sign a personal guaranty your spouse will be liable for all of the financial obligations under the franchise agreement in the same manner you will be. The spousal guaranty will place yours and your spouse's marital and personal, perhaps including your house at risk if the franchise fails.

You shall be responsible for the compliances of the Center's operations with the standards, methods, techniques and material taught at TPF's courses and sessions, and will cause the Center's employees to be trained in those standards, methods and techniques that are relevant to the performance of their respective duties.

You must attend all TIRE PROS National Dealer meetings and conferences unless TPF excuses your absence.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must conduct the business operated at your Center as required by the Manual and the Franchise Agreement. You will, at all times, carry the Required Product Offering unless TPF has given you its prior written consent otherwise. In addition to the Required Product Offering, you may also carry other brands and products without our prior approval provided all other products and brands that you carry at the Center shall be consistent with our standards detailed in the Manual and the quality of products offered by other TIRE PROS Center operating under the System.

We have the right to change the types of authorized brands, products, and services, and there are no limits on our right to make changes in the Manual or by another form of written directive.

We will not restrict you from soliciting any customers, no matter who they are or where they are located. However, you may not sell products and services through the Internet using the Marks, unless you have our written approval.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

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

Provision	Section	Summary
a. Length of the franchise term	Section 1.2	Initial term of Franchise Agreement is 5 years.
b. Renewal or extension	Section 1	If you are in compliance with this Franchise Agreement and all other agreements with us or any of our affiliates, we may, at our own discretion and without any obligation to do so, offer you a renewal term of 5 additional years by completing the requirements listed below in 17(c) of this table, and Section 1.2 of the Franchise Agreement.
c. Requirements for franchisee to renew or extend	Section 1.2	If you are in compliance with this Franchise Agreement and all other agreements with us or any of our affiliates, we may, at our own discretion and without any obligation to do so, offer you a renewal term of 5 additional years by signing the then-current Franchise Agreement, which must be accepted or denied within 30 days of receipt from us and signing our current General Form of Release. You may be asked to sign an agreement with terms and conditions that are materially different from those in your original agreement.
d. Termination by franchisee	Section 9.3	At any time, with or without cause, after delivering notice at least 30-days before. At the time that you terminate your franchise with us, you must execute our general form of release.
e. Termination by franchisor without cause	Section 9.3	At any time, with or without cause, after delivering notice at least 30-days before.
f. Termination by franchisor with cause	Sections 9.1 and 9.2	We can terminate, if you default or if certain events (described in (g) and (h) below) occur. In some instances, we may give you an opportunity to cure the default.
g. “Cause” defined – curable defaults	Section 9.2	You have 10 days to cure a default in payment and 30 days to cure other curable defaults.
h. “Cause” defined – non-curable defaults	Section 9.1	Non-curable defaults: Bankruptcy or similar action, loss of possession of premises, material misrepresentation to us,

Provision	Section	Summary
		conviction of felony or crime involving moral turpitude, failure to comply with laws, complete mandatory training, maintain mandatory insurance, allow inspection, failure to comply with the confidentiality provisions or non-competition covenants, and others.
i. Franchisee's obligations on termination/non-renewal	Section 9.4	Obligations include no more use of Marks or proprietary information, return the Manual with a written certificate stating that no unauthorized copying or disclosure of the Manual or any part of its contents, and de-identification of the Center.
j. Assignment of contract by franchisor	Section 8.4	No restriction on our right to assign.
k. "Transfer" by franchisee defined	Section 8.1	Includes transfer of rights under Franchise Agreement and any equity interest in you, if you are an entity or any equity interest in any owners of you if any of your owners are an entity.
l. Franchisor approval of transfer by franchisee	Section 8.1	We have the right to approve all transfers.
m. Conditions for Franchisor approval of transfer	Section 8.1	No default, Center in standard condition, payment of all amounts owed to us and our affiliates, payment of transfer fee, transferee qualifies and passes training, current agreement signed by transferee, release (see current form of general release attached as Exhibit L to this Disclosure Document) and other documents signed by you and others.
n. Franchisor's right of first opportunity and right of first refusal to acquire franchisee's business	Sections 8.5 and 8.6	At anytime during the term of the franchise agreement if you are intending to sell your franchise you must offer it to an approved third party purchaser designated by us. If we elect not to exercise this purchase option at your stated price then you may sell it to another party for the same price and on the same terms. If you intend to sell it to such party for less than the price and terms that you offered it to us then we have the right of first refusal for our designated purchaser, and to match the price and terms of the offer made to the third party.
o. Franchisor's option to purchase franchisee's business	Sections 8.5 and 8.6	Only if franchisee seeks to transfer their franchise to a third party then we have the right of first opportunity and right of first refusal in accordance with Sections 8.5 and 8.6 of the franchise agreement set forth above..
p. Death or disability of franchisee	Section 8.3	Approval by us and transfer of interest within 6-months to an approved successor.
q. Non-competition covenants during the term of the franchise	Section 2.6	No involvement in any business engaged in the retail or wholesale sale of tires and automotive products and services.

Provision	Section	Summary
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable.
s. Modification of agreement	Section 10.9	Only written and signed modifications but Manual subject to change.
t. Integration/ merger clause	Section 10.9	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 10.3	We and you must arbitrate disputes in North Carolina.
v. Choice of forum	Sections 10.3 and 10.4	Subject to arbitration requirements, litigation generally must be in courts in North Carolina (subject to state law).
w. Choice of law	Section 10.1	Except for Federal Arbitration Act and other federal law, North Carolina law governs (subject to state law).

Applicable State law may require additional disclosures related to the information in this Disclosure Document. These additional disclosures appear in Exhibit E attached to this Disclosure Document.

ITEM 18. PUBLIC FIGURES

We do not use any public figure 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: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representation either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's the franchisor's General Counsel, Carol Genis at 12200 Herbert Wayne Court, Ste. 150, P.O. Box 1251, Huntersville, NC, 28070-1251 and (704) 992-2000, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

All year-end numbers appearing in the tables below are as of December 31.

Table No. 1
Systemwide Outlet Summary
For Fiscal Years 2020 to 2022

(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	618	615	-3
	2021	615	615	0
	2022	615	623	+8
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	**2020**	**618**	**615**	-3
	2021	**615**	**615**	0
	2022	**615**	**623**	+8

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Fiscal Years 2020 to 2022

(Column 1) **STATE**	(Column 2) **YEAR**	(Column 3) **NUMBER OF TRANSFERS**
Alabama	2020	0
	2021	3
	2022	2
Arizona	2020	0
	2021	0
	2022	1
Arkansas	2020	0
	2021	2
	2022	1
California	2020	1
	2021	2
	2022	2
Colorado	2020	0
	2021	0
	2022	1
Florida	2020	0
	2021	0
	2022	3

(Column 1) **STATE**	(Column 2) **YEAR**	(Column 3) **NUMBER OF TRANSFERS**
Georgia	2020	1
	2021	1
	2022	4
Idaho	2020	0
	2021	0
	2022	1
Louisiana	2020	0
	2021	0
	2022	1
Maryland	2020	0
	2021	0
	2022	1
Missouri	2020	0
	2021	1
	2022	0
Nevada	2020	1
	2021	0
	2022	0
New Jersey	2020	0
	2021	0
	2022	1
New Mexico	2020	0
	2021	0
	2022	1
New York	2020	1
	2021	1
	2022	0
North Carolina	2020	0
	2021	0
	2022	1
Oregon	2020	0
	2021	0
	2022	2
Pennsylvania	2020	0
	2021	1
	2022	0
South Carolina	2020	0
	2021	1
	2022	0

(Column 1) **STATE**	(Column 2) **YEAR**	(Column 3) **NUMBER OF TRANSFERS**
Texas	2020	0
	2021	1
	2022	0
Utah	2020	3
	2021	0
	2022	1
Totals	**2020**	**7**
	2021	**14**
	2022	**23**

Table No. 3
Status of Franchised Outlets
For Fiscal Years 2020 to 2022

(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**
Alabama	2020	38	1	13	0	0	0	26
	2021	26	4	3	0	0	0	27
	2022	27	4	6	0	0	0	25
Arizona	2020	25	3	0	0	0	0	28
	2021	28	0	8	0	0	0	20
	2022	20	2	2	0	0	0	20
Arkansas	2020	9	0	0	0	0	0	9
	2021	9	2	2	0	0	0	9
	2022	9	1	2	0	0	0	8
California	2020	85	4	7	0	0	0	82
	2021	82	5	13	0	0	0	74
	2022	74	11	5	0	0	0	80
Colorado	2020	14	1	0	0	0	0	15
	2021	15	6	10	0	0	0	11
	2022	11	6	1	0	0	0	16
Connecticut	2020	1	0	0	0	0	0	1

(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**
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Delaware	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	1	0	0	0	2
Florida	2020	25	0	3	0	0	0	22
	2021	22	1	0	0	0	0	23
	2022	23	4	3	0	0	0	24
Georgia	2020	28	1	2	0	0	0	27
	2021	27	3	1	0	0	0	29
	2022	29	13	6	0	0	0	36
Idaho	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	2	2	0	0	0	8
Illinois	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
Indiana	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	1	1	0	0	0	2
Iowa	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	3	0	0	0	5
Iowa	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6

(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**
Kentucky	2020	7	0	0	0	0	0	7
	2021	7	1	0	0	0	0	8
	2022	8	2	1	0	0	0	9
Louisiana	2020	6	1	0	0	0	0	7
	2021	7	1	1	0	0	0	7
	2022	7	1	1	0	0	0	7
Maryland	2020	15	1	0	0	0	0	16
	2021	16	0	0	0	0	0	16
	2022	16	1	1	0	0	0	16
Massachusetts	2020	6	0	0	0	0	0	6
	2021	6	0	1	0	0	0	5
	2022	5	0	1	0	0	0	4
Maine	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Michigan	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Minnesota	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	1	0	0	0	3
Mississippi	2020	12	1	0	0	0	0	13
	2021	13	1	0	0	0	0	14
	2022	14	0	0	0	0	0	14
Missouri	2020	10	0	0	0	0	0	10
	2021	10	1	1	0	0	0	10

(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**
	2022	10	0	1	0	0	0	9
Montana	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	1	0	0	0	1
Nebraska	2020	12	1	0	0	0	0	13
	2021	13	1	0	0	0	0	14
	2022	14	3	0	0	0	0	17
Nevada	2020	5	1	1	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
New Mexico	2020	5	1	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	4	2	0	0	0	8
New Jersey	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	1	1	0	0	0	3
New York	2020	10	1	2	0	0	0	9
	2021	9	3	1	0	0	0	11
	2022	11	0	0	0	0	0	11
North Carolina	2020	33	1	1	0	0	0	33
	2021	33	8	0	0	0	0	41
	2022	41	1	2	0	0	0	40
Ohio	2020	16	6	0	0	0	0	22
	2021	22	5	0	0	0	0	27
	2022	27	2	0	0	0	0	29
Oklahoma	2020	9	0	0	0	0	0	9

(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**
	2021	9	0	1	**0**	**0**	**0**	8
	2022	8	1	1	**0**	**0**	**0**	8
Oregon	2020	19	2	1	0	0	0	20
	2021	20	0	1	**0**	**0**	**0**	19
	2022	19	3	4	**0**	**0**	**0**	18
Pennsylvania	2020	13	0	0	0	0	0	13
	2021	13	2	1	**0**	**0**	**0**	14
	2022	14	1	1	**0**	**0**	**0**	14
Rhode Island	2020	3	0	0	0	0	0	3
	2021	3	0	0	**0**	**0**	**0**	3
	2022	3	0	3	**0**	**0**	**0**	0
South Carolina	2020	9	2	1	0	0	0	10
	2021	10	1	1	**0**	**0**	**0**	10
	2022	10	0	0	**0**	**0**	**0**	10
South Dakota	2020	5	0	0	0	0	0	5
	2021	5	0	0	**0**	**0**	**0**	5
	2022	5	0	0	**0**	**0**	**0**	5
Tennessee	2020	19	1	0	0	0	0	20
	2021	20	0	0	**0**	**0**	**0**	20
	2022	20	1	2	**0**	**0**	**0**	19
Texas	2020	47	2	1	0	0	0	48
	2021	48	12	3	**0**	**0**	**0**	57
	2022	57	4	2	**0**	**0**	**0**	59
Utah	2020	27	5	3	0	0	0	29
	2021	29	0	1	**0**	**0**	**0**	28
	2022	28	1	5	**0**	**0**	**0**	24

(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**
Virginia	2020	22	0	0	0	0	0	22
	2021	22	2	2	**0**	**0**	**0**	22
	2022	22	1	2	**0**	**0**	**0**	21
Washington	2020	20	0	2	0	0	0	18
	2021	18	2	3	**0**	**0**	**0**	17
	2022	17	1	2	**0**	**0**	**0**	16
West Virginia	2020	10	0	2	0	0	0	8
	2021	8	0	0	**0**	**0**	**0**	8
	2022	8	2	0	**0**	**0**	**0**	10
Wisconsin	2020	3	0	0	0	0	0	3
	2021	3	2	0	**0**	**0**	**0**	5
	2022	5	0	0	**0**	**0**	**0**	5
Wyoming	2020	9	0	0	0	0	0	9
	2021	9	0	9	**0**	**0**	**0**	0
	2022	0	0	0	**0**	**0**	**0**	0
Totals	**2020**	**618**	**36**	**39**	**0**	**0**	**0**	**615**
	2021	**615**	**63**	**63**	**0**	**0**	**0**	**615**
	2022	**615**	**74**	**66**	**0**	**0**	**0**	**623**

NOTE:

For purposes of this Table No. 3, the category "Terminations" is intended to cover two categories of franchisees: (i) those who have voluntarily left the TIRE PROS franchise program under the terms of their Franchise Agreement with us and continued to operate an independent retail tire outlet and (ii) those who have been terminated by us under the terms of their Franchise Agreement. The category "Ceased Operations Other Reasons" is intended to cover those franchisees who abandoned the franchise program and ceased operating their retail tire outlet.

Table No. 4
Status of Company Outlets
For Fiscal Years 2020 to 2022

(Col. 1) **State**	(Col. 2) **Year**	(Col. 3) **Outlets at Start of Year**	(Col. 4) **Outlets Opened**	(Col. 5) **Outlets Reacquired From Franchisee**	(Col. 6) **Outlets Closed**	(Col. 7) **Outlets Sold to Franchisee**	(Col. 8) **Outlets at End of Year**
All States	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	**2020**	**0**	**0**	**0**	**0**	**0**	**0**
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Table No. 5
Projected Openings As of December 31, 2022
For following 12-month period

(Col. 1) **State**	(Col. 2) **Franchise Agreement Signed But Center Not Open**	(Col. 3) **Projected New Centers in the Next Fiscal Year**	(Col. 4) **Projected New Company-Owned Centers in the Next Fiscal Year**
Alabama	0	1	0
Alaska	0	0	0
Arizona	0	4	0
Arkansas	0	1	0
California	0	5	0
Colorado	0	4	0
Connecticut	0	1	0
Delaware	0	1	0
Florida	0	3	0
Georgia	0	4	0
Idaho	0	1	0
Illinois	0	1	0

(Col. 1) **State**	(Col. 2) **Franchise Agreement Signed But Center Not Open**	(Col. 3) **Projected New Centers in the Next Fiscal Year**	(Col. 4) **Projected New Company-Owned Centers in the Next Fiscal Year**
Indiana	0	2	0
Kansas	0	1	0
Kentucky	0	1	0
Louisiana	0	1	0
Maine	0	1	0
Maryland	0	3	0
Michigan	0	2	0
Minnesota	0	1	0
Mississippi	0	1	0
Missouri	0	1	0
Montana	0	1	0
Nebraska	0	2	0
Nevada	0	1	0
New Hampshire	0	1	0
New Jersey	0	2	0
New Mexico	0	1	0
New York	0	2	0
North Carolina	0	1	0
North Dakota	0	1	0
Oklahoma	0	2	0
Ohio	0	2	0
Oregon	0	1	0
Pennsylvania	0	2	0
South Carolina	0	2	0
South Dakota	0	1	0
Tennessee	0	2	0

(Col. 1) **State**	(Col. 2) **Franchise Agreement Signed But Center Not Open**	(Col. 3) **Projected New Centers in the Next Fiscal Year**	(Col. 4) **Projected New Company-Owned Centers in the Next Fiscal Year**
Texas	0	2	0
Utah	0	2	0
Virginia	0	2	0
Washington	0	1	0
Wisconsin	0	1	0
Wyoming	0	3	0
Totals	**0**	**75**	**0**

The names, addresses and telephone numbers of our franchisees as of December 31, 2021 are set forth in Exhibit G. The name, last known address and telephone number of every franchisee within the most recently competed fiscal year who has had a franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement or who has not communicated with us within 10 weeks of the date of this Disclosure Document, are set forth in Exhibit H. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We have one National Dealer Council, five Mission Based Councils, and numerous local Owner Think Tank ("OTT") groups to which all dealers are assigned (collectively, the "Councils"). The Councils currently serve us as a sounding board on issues that affect the System in the areas of marketing, products, and operations. We manage the Councils. The council members are recommended by us and approved by the existing members of each council. We select the franchisee members of each Council, and each member must be in good standing to serve on each Council. OTTs meet 4 times annually and the National Council usually meets 2 to 3 times each year, but may meet more often. Mission Based Councils serve as advisory boards to the National Dealer Council and meet as often as needed but at least 3 times annually. Franchisees generally serve on a Council for a term between 1 and 3 years and serve until the selection of their successors.

To our knowledge, there are no trademark-specific franchisee organizations associated with the System.

During our last three fiscal years, no current or former franchisees have signed settlement agreements containing confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our System.

ITEM 21. FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit F are the audited financial statements for fiscal years ending December 31, 2020, 2021, and 2022.

ITEM 22. CONTRACTS

Attached are the following contracts:

Exhibit A:	Tire Pros Francorp, LLC Franchise Agreement, Schedules A-F
Exhibit B:	Confidentiality Agreement
Exhibit C:	2023 Dealer Participation Agreement
Exhibit D:	TireBuyer.com Dealer Agreement
Exhibit J:	Franchisee Disclosure Questionnaire
Exhibit L:	General Release
Exhibit N:	Receipt(s)

ITEM 23. RECEIPT

The last two pages of this Disclosure Document are detachable documents acknowledging your receipt of this Disclosure Document. You must sign each Receipt. If you are missing these Receipts, please contact us at this address or telephone number:

TIRE PROS FRANCORP, LLC
12200 Herbert Wayne Court, Suite 150
P.O. Box 1251
Huntersville, North Carolina 28070-1251
(704) 992-2000

EXHIBIT A
TIRE PROS FRANCORP, LLC FRANCHISE AGREEMENT

(see attached)

TIRE PROS FRANCORP, LLC

FRANCHISE AGREEMENT

TABLE OF CONTENTS

Paragraph **Page**

ARTICLE 1: GRANT OF FRANCHISE; TERM; IDENTIFICATION 1

1.1 Grant 1

1.2 Term 1

1.3 Identification 2

ARTICLE 2: OPERATING SYSTEM AND PROCEDURES 2

2.1 Services to Franchisee 2

2.2 Operation of the Center 3

2.3 Products and Services; Required Warranty Programs 3

2.4 Confidentiality; Non-disclosure 3

2.5 TPF Property 4

2.6 Your Covenants 4

2.7 Approved Products and Brands; Manufacturers and Suppliers 5

2.8 Inspections; Books and Records 5

2.9 Relationship 5

2.10 Indemnification 5

2.11 Ownership 6

2.12 Standards 6

2.13 Taxes 6

2.14 Repairs and Maintenance 6

2.15 Modernization 6

2.16 Computer 6

2.17 Non-Cash Payment Systems 7

ARTICLE 3: TRAINING 7

3.1 Initial Training 7

3.2 Continuing Training 7

3.3 Fees; Expenses 7

3.4 Optional Advice and Guidance 8

ARTICLE 4: INSURANCE 8

4.1 Mandatory Insurance 8

4.2 Certificates 8

ARTICLE 5: ADVERTISING; TRADEMARKS 8

5.1 Advertising and Promotion Programs 8
5.2 Funding of System Promotion Programs for the Center 9
5.3 National Advertising Fund 9
5.4 Marketing Council 10
5.5 Advertising Cooperatives 10
5.6 Approval of Advertising and Websites 11
5.7 The Marks 11
ARTICLE 6: FEES 12
6.1 Fees 12
6.2 Payment of Monthly Fees 12
6.3 Late Fees 13
ARTICLE 7: RECORDS AND REPORTS 13
7.1 Business Records 13
7.2 Business Reports 13
ARTICLE 8: SALE AND ASSIGNMENT 13
8.1 Personal Contract 13
8.2 Written Consent 13
8.3 Death and Disability 14
8.4 Transfer or Assumption by TPF 14
8.5 Our Right of First Opportunity to Purchase your Franchise 14
8.6 Our Right of First Refusal 15
ARTICLE 9: EXPIRATION AND TERMINATION 15
9.1 Immediate Termination 15
9.2 Termination After Notice 16
9.3 Termination Without Cause 16
9.4 Requirements Upon Termination 16
ARTICLE 10: MISCELLANEOUS 17
10.1 Governing Law 17
10.2 Compliance with Laws 17
10.3 Arbitration 18
10.4 CONSENT TO JURISDICTION 19
10.5 WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL 20
10.6 LIMITATION OF CLAIMS 20

10.7 Costs and Attorneys' Fees 20
10.8 Notices 20
10.9 Miscellaneous 21

SCHEDULES

Schedule A - OWNERSHIP INFORMATION
Schedule B - IDENTIFICATION WORK LIST
Schedule C - NON-DISCLOSURE AGREEMENT
Schedule D - GUARANTY AND ASSUMPTION OF OBLIGATIONS
Schedule E - DE-IDENTIFICATION RIDER
Schedule F - STATE ADDENDA

TIRE PROS FRANCORP, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "**Agreement**") is made as of _____ 20___ (the "**Effective Date**"), by and between **TIRE PROS FRANCORP, LLC**, a California limited liability company ("**TPF**" or "**our**"), and _____ ("y**ou**" or "y**our**").

RECITALS:

A. TPF has developed (and continues to develop and modify) a system of retail centers selling tires and other automotive products and services ("**TIRE PROS Centers")** under trade names, service marks, trademarks, logos, emblems, and indicia of origin, including the mark "Tire Pros" (the "**Marks**").

B. TIRE PROS Centers are operated under a distinctive style and image following established procedures developed by TPF during many years of experience in the tire and automotive accessories business.

C. TPF offers franchises to operate TIRE PROS Centers using the Marks as part of a system of TIRE PROS Centers following operating, marketing and other procedures (the "**System**").

D. You want to operate a TIRE PROS Center on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

ARTICLE 1: GRANT OF FRANCHISE; TERM; IDENTIFICATION

1.1 Grant. TPF grants you a franchise to use the Marks designated by TPF in connection with the sale of tires and other automotive products and services from your TIRE PROS Center located at the following address:

TIRE PROS Center No. _____

_____

_____

(the "**Center**")

You expressly acknowledge and agree that the Center is non-exclusive, and that this Agreement does not grant or imply any protected area, territory or customers for the Center. You may not relocate the Center without our prior written approval.

1.2 Term. Unless terminated earlier, this Agreement has a term of 5 years, commencing on the Effective Date. You must commence operating the Center as a TIRE PROS Center within 30 days of the Effective Date. Prior to commencing operation of the Center as a TIRE PROS Center, you must notify TPF of the date you plan to commence operating the Center as a TIRE PROS Center and receive TPF's prior approval. You have no right to renew or extend the term of this Agreement without our consent. At our discretion, and without any obligation to do so, we may offer you a renewal term of 5 additional years. If we offer you a renewal term, we will do so during the last 6 months of the term and you will have 30 days to accept the renewal term, and sign our then-current franchise agreement. Failure to complete these conditions will mean you have declined our offer of a renewal term.

1.3 Identification. At all times, you must identify the Center as a TIRE PROS Center and, in connection therewith, comply with TPF's specifications and the System standards for TIRE PROS Centers as set forth in the Manual (defined below). The identification of the Center as a TIRE PROS Center will require you to undertake the work and to make the changes set forth on the Identification Work List attached to this Agreement as Schedule B ("**Work List**"). The items on the Work List (i) must be completed within the timeframes set forth on the Work List and (ii) are not an exhaustive list of items that must be completed to identify the Center as a TIRE PROS Center. Your failure to comply with the Work List shall be a default under this Agreement. The identification obligations under this Section 1.3 are in addition to your general obligations to follow the requirements of the System which may require changes to the Center during the term of this Agreement. As part of your obligations related to identifying the Center, if you lease or sublease the premises where the Center is located, you and your landlord must sign the De-Identification Rider attached to this Agreement as Schedule E (the "**De-Identification Rider**"), which will become a rider to your lease/sublease. It is your obligation to submit to TPF the fully-executed De-Identification Rider within 60 days of the Effective Date.

ARTICLE 2: OPERATING SYSTEM AND PROCEDURES

2.1 Services to Franchisee.

(a) You acknowledge and agree that any duty or obligation imposed on TPF by this Agreement may be performed by a designee, employee, or agent of TPF, as TPF may direct.

(b) Your site in which to operate your TIRE PROS Center must be approved by us. In approving your site we look at the following criteria: the size and physical characteristics of the existing building, parking at the location, traffic patterns around the site, zoning requirements, competitive businesses located in the market, population density, household income, and the material terms of your proposed lease, if you are leasing the location. Locations for any additional Centers you wish to open require our prior written approval, which will not be unreasonably withheld. Failure to obtain location approval for initial or additional Centers could give us the right to terminate your Franchise Agreement.

(c) After you commence operation as a TIRE PROS franchisee, TPF will (i) provide you with access to, and use of, the confidential TIRE PROS Operations Manual available online to our franchisees, which includes the TPF Brand Standards (collectively, "**Manual**"); (ii) provide you with TPF's new dealer onboarding and program training course to, in part, explain TPF's marketing philosophy, product lines and warranty programs as well as general information concerning our System ("New Dealer Onboarding and **Program Training**"), (iii) and provide a New Dealer Rollout Kit to you.

(d) In accordance with our then-current policies, procedures and reimbursement cap identified in the Manual, we will reimburse you for certain approved expenditures you incur in connection with identifying the Center as a TIRE PROS facility according to the schedule set forth on Schedule B, including the interior displays, exterior signage and painting. If you already operate a TIRE PROS Center, then the reimbursement is set at a lower amount for each additional TIRE PROS Center you own and operate. Reimbursement funds are only available for the one-year period after the Effective Date and, unless TPF agrees otherwise, any unused reimbursement funds will expire at the end of such one-year period.

(e) During the term of this Agreement, TPF will provide you the following:

(i) use of the Marks in the operation of the Center;

(ii) information on tire and services warranty programs required for franchisees operating TIRE PROS Centers under the System as specified by TPF in the Manual ("**Required**

Warranty Programs");

(iii) copies of TPF's point of sales materials, such as consumer information, road hazard and tire package programs;

(iv) develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all TIRE PROS Centers; and

(v) review and approve your proposed advertising copy and materials in advance of publication.

2.2 Operation of the Center. You agree to operate the Center pursuant to all of TPF's written instructions and requirements, as set forth in the Manual, which may be amended and supplemented by TPF from time to time. You understand, acknowledge and agree that strict conformity with the System, including the standards, specifications, systems, procedures, requirements and instructions contained in this Agreement and in the Manual, is important for the System and having uniformity in products, identity, quality, appearance, facilities and service among all TIRE PROS Centers benefits the TIRE PROS brand. Any failure to adhere to the standards, specifications, requirements or instructions contained in this Agreement or in the Manual shall constitute a material breach of this Agreement.

2.3 Products and Services; Required Warranty Programs.

(a) You agree to follow any rules TPF establishes related to what you should offer, which may include offering certain products required by TPF to be offered by all TIRE PROS Centers ("**Required Product Offering**"). You acknowledge and agree that in order to participate in some discount or rebate incentive programs, you may be required to purchase certain minimum amounts of products.

(b) You may participate through our affiliate, American Tire Distributors, Inc., in a number of manufacturer or supplier advertising/marketing programs established, designed or facilitated by us (e.g., Cooper Tire & Rubber Company (Tire Pros Cooper Medallion), Continental/General Brands-GOLD Program, Michelin/BF Goodrich, Uniroyal (MAST for Alliance dealers), and Hercules/Ironman Brands (Hercules Power program), use any funds these manufacturers and suppliers allocate, provide or rebate to you based upon your purchases for the Center in accordance with the terms of such advertising/marketing programs and execute any documents required by us, manufacturers and/or suppliers in order to participate in the programs ("**Supplier Marketing Programs**").

(c) You agree to participate in all Required Warranty Programs and offer such Required Warranty Programs. You must strictly observe the obligations and requirements of all Required Warranty Program at all times, including (i) using the required warranty forms, (ii) having all salespeople provide at the time of the sale any required oral disclosures to customers, and (iii) making sure that the Center's employees fully understand each warranty program and truthfully represent them to all customers of the Center. If authorized under the applicable Required Warranty Program, you may include products or services that are not included in the Required Product Offering within such Required Warranty Program so long as (1) TPF and franchisees under the System are not obligated in regard to the warranty of those items and (2) disclaimers of any obligation of TPF and other franchisees under the System are clearly communicated by your salespeople to all customers at the time of the sale.

2.4 Confidentiality; Non-disclosure.

(a) You acknowledge and agree that the System contains trade secrets of TPF, and other information revealed to you confidentially and that you will have no right to disclose, duplicate,

license, sell or reveal any portion of these trade secrets and confidential information to any person, other than your employees who need to be familiar with this information to do his or her job. You agree to sign and deliver to TPF a Non-Disclosure Agreement in the form attached hereto as Schedule C and to obtain from each of your owners, Designated Operator(s) (defined below) and each Center manager a signed copy of such Non-Disclosure Agreement. For purposes of this Agreement, your "**owners**" shall include all persons with any ownership interest in you or the Center.

(b) You specifically acknowledge that confidential information will include highly confidential pricing information which is important to the System as a whole and must be kept strictly confidential.

2.5 TPF Property. The Manual and all other confidential materials furnished to you hereunder will remain the property of TPF. Any hard copies of confidential materials must be returned to TPF immediately upon the expiration or termination of this Agreement for any reason.

2.6 Your Covenants. You specifically acknowledge that, under this Agreement, you will receive substantive rights as a franchisee of TPF. You also recognize that you will receive valuable specialized training, favorable program benefits and confidential information including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of TPF and the System. In recognition of and in consideration for these and other benefits and to protect TPF's goodwill and the confidentiality information of TPF, you covenant and agree to the following undertakings as an integral part of the sale of this franchise to you:

(a) You and your owners will use their personal best efforts to assure compliance at all times with this Agreement and the System.

(b) The individual(s) named below will devote his or her full time and best efforts to the operation of the Center and has full authority to act on your behalf in regard to the Center's operation: _____ ("**Designated Operator(s)**").

(c) During the term of this Agreement, unless TPF agrees otherwise in writing, neither you, the Designated Operator(s) nor any of your owners will, directly or indirectly, engage in or have any interest whatsoever in any Similar Business (as defined below) without the prior express written consent of TPF or do or perform, directly or indirectly, any other act which is injurious or prejudicial to the goodwill associated with the System or the value of the Marks. For this purpose, a "**Similar Business**" is any business which is engaged primarily in the retail sale of tires and related automotive products and services. Additionally, whether associated with the Center or through another business operated, directly or indirectly, by you, during the term of this Agreement, you may not align yourself with, enroll in or convert an existing enrollment in ATD's Supplier Marketing Programs to any competitive advertising/marketing programs offer by other manufacturers or suppliers. Nor shall you participate in any tire manufacturer marketing programs through any distributor other than ATD. Finally, you may not participate in any other competing retail tire franchise system, whether or not operated by a tire distributor.

(d) You agree that any violation of this Section 2.6 would result in irreparable injury to TPF and the System and that TPF would be without an adequate remedy at law. You therefore agree that in the event of a breach or threatened breach of this Section, TPF shall be entitled, in addition to any other remedies which it may have hereunder or at law or in equity, to a temporary restraining order and/or temporary or permanent injunction as provided in Section 10.3 without the necessity of showing actual or threatened damage.

(e) The parties agree that each of the foregoing covenants shall be construed as

independent of each other and of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 2.6 is held unenforceable by an arbitrator or court having valid jurisdiction in a final decision between the parties hereto and from which no appeal has or may be taken, you expressly agree to be bound by the remaining portion of such covenant.

2.7 Approved Products and Brands; Manufacturers and Suppliers. You will at all times carry the Required Product Offering unless TPF has given you its prior written consent otherwise. All other products and brands that you carry at the Center shall be consistent with TPF's standards detailed in the Manual and the quality of products offered by other TIRE PROS Center operating under the System. TPF and its affiliates may receive payments from manufacturers and suppliers on account of the manufacturer/suppliers' dealings with TIRE PROS Centers that operate under the System.

2.8 Inspections; Books and Records. You agree that TPF's representatives may enter the Center's premises to inspect its condition and operation for compliance with the requirements of this Agreement and for any other reasonable purpose connected with the operation of the Center. These inspections may include the financial reports for you and the Center.

2.9 Relationship. You are an independent contractor. Nothing in this Agreement is intended to or does in fact or law make either party a general or special agent, joint venturer, partner, or employee of the other for any purpose. This Agreement does not create a fiduciary relationship between the parties. Further, you and TPF are not and do not intend to be partners, associates, or joint employers in any way, and TPF shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. Although TPF retains the right to establish and modify the System that you must follow, you retain the responsibility for the day-to-day management and operation of the Center. To the extent that the Manual or TPF's guidelines or standards contain employee-related policies or procedures that might apply to your employees, those standards, policies and procedures are provided for informational purposes only and do not represent mandatory policies and procedures to be implemented by you. You must determine to what extent, if any, these standards, policies and procedures may be applicable to your operations at the Center. You recognize that TPF neither dictates nor controls labor or employment matters for TIRE PROS franchisees and that you, and not TPF, are solely responsible for dictating the terms and conditions of employment for your employees including, but not limited to wages, training, promotions, hirings, firings, vacations, safety, work schedules, and specific tasks. We have no relationship with your employees, and you have no relationship with our employees. You shall not use the Marks (including the name TIRE PROS) or any marks similar to the Marks as part of or in association with any corporate name or name of any business entity directly or indirectly associated with you unless you obtain the prior written consent of TPF.

2.10 Indemnification. You agree to exonerate and indemnify TPF and its officers, directors, employees, agents, affiliates, successors and assigns from and against, and to reimburse any one or more of the indemnified parties hereunder for, all Losses incurred as a result of any and all claims based upon, arising out of, or in any way related to (i) the operation or condition of any part of the Center or Center's premises, (ii) the conduct of business at the Center, (iii) the ownership or possession of real or personal property, (iv) the business you conduct under this Agreement, (v) any breach by you under this Agreement, (vi) your noncompliance or alleged noncompliance with any law, ordinance, rule or regulation including, without limitation, any allegation that TPF or any indemnified party under this Section 2.10, is a joint employer or otherwise responsible for your acts or omissions relating to your employees, and (vii) any negligent act, misfeasance or nonfeasance by you or any of your owners, agents, contractors, servants or employees, and including, without limitation, all your obligations incurred under this Agreement. For purposes of this indemnification and exoneration obligation, "Losses" include all obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that any indemnified party incurs such as, without limitation, arbitrators', attorneys', and expert witness fees, costs of investigation

and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An indemnified party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you under this Section 2.10. You agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an indemnified party may recover from you under this Section 2.10.

2.11 Ownership. Schedule A to this Agreement completely and accurately describes all of your owners and their interests in you as of the Effective Date. In addition to your obligations in Section 8, you and your owners agree to notify TPF in writing whenever there is any change in your organizational structure or if there is a proposed transfer of controlling ownership interest in you such that the ownership information presented on Schedule A would no longer be accurate. "Controlling ownership interest" for these purposes is intended to mean, whether directly or indirectly, either the ownership of, or right to control, 50% or more of the equity ownership of a legal entity or the control of power to direct or cause the direction of the entity's management and policies. At TPF's request, you shall provide to TPF a copy of all your governing and/or organizational documents and any amendments thereto. Attached as Schedule D is TPF's form of Guaranty and Assumption of Obligations which, unless not required by TPF, must be signed by your owners in connection with signing this Agreement.

2.12 Standards. You must adhere strictly to the System and the mandatory and suggested specifications, standards, operating procedures, and rules that TPF periodically prescribes for operating a TIRE PROS Center. TPF specifically reserves the right and privilege, as TPF considers to be best, to vary the standards for any franchisee based upon the peculiarities of the market and any condition that TPF considers important to that franchisee's successful operation. You have no right to require that TPF grant you a similar variation or accommodation. The Manual contains these specifications, standards, operating procedures, and rules that TPF periodically specify and TPF may modify the Manual periodically to reflect changes in the System and in such specifications, standards, operating procedures, and rules.

2.13 Taxes. You agree to promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by you in the operation of the Center.

2.14 Repairs and Maintenance. You shall, at your sole cost and expense, maintain the Center in conformity with the standards, specifications and requirements of the System, as the same may be designated by TPF from time to time. You specifically agree to replace equipment as necessary or desirable at your cost and expense and to obtain at your cost and expense any new or additional equipment as may be reasonably required by TPF for operation of the Center or new products, services or procedures. Except as may be expressly provided in the Manual, no alterations or improvements, or changes of any kind in design, signage, or decor shall be made in, on or about the Center or on the Center's premises without the prior written approval of TPF in each instance. You shall repair, maintain and replace all equipment, signs and other Center items at your cost.

2.15 Modernization. In order to assure the continued success of the Center, you shall, from time to time as reasonably required by TPF (taking into consideration the cost and then remaining term of this Agreement), modernize the Center's building, premises and equipment to TPF's then current, reasonable standards and specifications. Your obligations under this Section are in addition to, and shall not relieve you from, any of your other obligations under this Agreement, including those contained in the Manual.

2.16 Computer. You agree to purchase a computer system and/or point of sale system that meets any specifications that TPF may establish, as set forth in the Manual, including such software, peripheral

devices and equipment as TPF may specify in the Manual, or otherwise in writing, as reasonably necessary for the efficient management and operation of the Center and the transmission of data to and from TPF (the "**Computer System**"). TPF may require you to establish and maintain internet and/or web access for the Computer System as specified in the Manual through service providers. At TPF's request, you agree to obtain such upgrades, or other modifications to the Computer System and software to conform to TPF's specifications.

2.17 Non-Cash Payment Systems. You must comply with TPF's standards for processing credit cards, debit cards and other electronic payments and any costs to do so are at your expense. You agree to abide by: (a) the Payment Card Industry Data Security Standards ("**PCIDSS**") enacted by the applicable Card Associations (as they may be modified from time to time or as successor standards are adopted); (b) the Fair and Accurate Credit Transactions Act ("**FACTA**"); and (c) all other standards, laws, rules, regulations or any equivalent thereof applicable to electronic payments that may be published from time to time by payment card companies and applicable to electronic payments ("**Electronic Payment Requirements**"). If required by TPF or by one of the credit card companies, you shall provide TPF with evidence of compliance with PCIDSS, FACTA, or applicable Electronic Payment Requirements and provide, or make available, to TPF copies of an audit, scanning results or related documentation relating to such compliance. Any costs associated with an audit or to gain compliance with PCIDSS, FACTA or any Electronic Payment Requirements shall be borne by you. If you know or suspect a security breach, you must immediately notify TPF. You will promptly identify and remediate the source of any compromise or security breach. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transaction concerning customers of the Center. Unless precluded by the Tire Pros then-current credit card provider, you must accept at the Center the Tire Pros private label credit card.

ARTICLE 3: TRAINING

3.1 Initial Training. Within 60 days of commencing operation of a TIRE PROS Center, both (i) the Designated Operator(s) and (ii) you (or an owner of yours if you are a legal entity) or a manager for the Center must attend and complete the New Dealer Onboarding and Program Training to TPF's reasonable satisfaction. Until the New Dealer Onboarding and Program Training has been successfully completed by all required individuals, certain elements of the System may not be available to you as determined solely by TPF. If you fail to successfully complete the New Dealer Onboarding and Program Training, TPF may terminate this Agreement upon written notice to you.

3.2 Continuing Training. Both (i) the Designated Operator(s) and (ii) you (or an owner of yours if you are a legal entity) or a manager for the Center will, as reasonably required by TPF, personally attend and complete satisfactorily refresher training courses in TIRE PROS Center operations and any training sessions held for the purpose of introducing new products or procedures that may be required by TPF. You shall be responsible for the compliances of the Center's operations with the standards, methods, techniques and material taught at TPF's courses and sessions, and will cause the Center's employees to be trained in those standards, methods and techniques that are relevant to the performance of their respective duties. You must attend all TIRE PROS National Dealer meetings and conferences unless TPF excuses your absence.

3.3 Fees; Expenses. TPF will not charge a fee for the initial New Dealer Onboarding and Program Training (which is available to all Center employees) In the event that an additional New Dealer Onboarding and Program Training is required, TPF may charge for such courses. You will be responsible for any incidental expenses in connection with the New Dealer Onboarding and Program Training. If we conduct the New Dealer Onboarding and Program Training at any other facility other than your TIRE PROS Center, it will be at a facility located within the city of your TIRE PROS Center location to avoid the

expenses of airline travel, lodging and meals to attend the New Dealer Onboarding and Program Training. For all training courses and sessions other than the New Dealer Onboarding and Program Training, you are responsible for the costs of attendance for you, your owner and/or manager, including travel, lodging, meals and other related and incidental expenses, and you may be required to pay for your share of course materials and related training costs.

3.4 Optional Advice and Guidance. At your request, TPF may from time to time offer advice and guidance related to your operation of the Center and such advice and guidance is optional. Notwithstanding the previous sentence, you must adhere strictly to the System and the mandatory and suggested specifications, standards, operating procedures, and rules that TPF periodically prescribes for operating a TIRE PROS Center which shall not be optional advice and guidance from TPF. Any such optional advice and guidance given by TPF is based solely on experience with other TIRE PROS Centers operating under the System and not based on the individual circumstance of your Center. If you chose to take any optional advice and guidance, TPF provides no representations, warranties or guarantees related to such optional advice and guidance and TPF shall have no liability associated with providing any optional advice and guidance.

ARTICLE 4: INSURANCE

4.1 Mandatory Insurance.

(a) You must obtain and maintain in full force and effect during the entire term hereof, at your sole cost and expense, an insurance policy or policies required by the Manual protecting you and TPF and TPF's affiliates against any and all loss, liability or occurrence, arising out of or in connection with the condition, operation, use or occupancy of the Center or Center's premises as well as any vehicles used in connection with the Center. In all such policies (except workers' compensation policies), (i) TPF and its affiliates must be named as an additional insured for liability arising out of or in connection with the condition, operation, use or occupancy of the Center or the Center's premises including, without limitation, any policies covering owned, non-owned and hired vehicles (ii) the policies must be written by a responsible insurance company or companies satisfactory to TPF, and (iii) the policies must be in such form and contain such minimum coverage as specified by TPF from time to time in the Manual. These policies must include workers' compensation insurance as required by applicable laws and commercial general liability and property damage insurance, including garage keepers' coverage for products, premises and injury.

(b) You must insure your operations of the Center, the Center building and other improvements, equipment, furnishings, and other fixtures and any additions thereto in accordance with the requirements in the Manual. You must, on January 1 of each year during the term of this Agreement and at other times upon TPF's request, provide evidence of such insurance to TPF.

4.2 Certificates. Prior to commencing operating the Center as a TIRE PROS Center, you must deliver to TPF Certificates of Insurance showing compliance with the requirements of Section 4.1. These certificates must state that the policy or policies shall not be canceled or altered without at least 30 days' prior written notice to TPF. Maintenance of insurance under this Section 4 shall not relieve you of any liability under the indemnity provisions of this Agreement or limit such liability.

ARTICLE 5: ADVERTISING; TRADEMARKS

5.1 Advertising and Promotion Programs. TPF will develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all TIRE PROS Centers ("**System Promotion Programs**"). You agree that TPF has the right to make the final decision regarding System Promotion Programs, including, without limitation, type, quantity, timing, placement and

choice of media, market areas and advertising agencies. You agree to participate actively in all System Promotion Programs designated by TPF as part of the ad plan TPF establishes for the Center ("**Ad Plan**") and you must participate in fully and completely the System Promotions Programs adapted by TPF for the Center in accordance with the Ad Plan. You must (i) participate in all manufacturer or supplier advertising/marketing programs Supplier Marketing Programs established or designated by TPF, (ii) use funds such manufacturers or suppliers allocate, provide or rebate to you based on your purchases for the Center in accordance with the terms of the Supplier Marketing Programs, and (iii) execute any documents required by TPF and/or the manufacturer or supplier to participate in the Supplier Marketing Programs. Supplier Marketing Programs may require you to make certain purchases from certain sources TPF designates. In addition to the System Promotion Programs and Supplier Marketing Programs, you must participate in any other regional and national promotional programs developed by TPF for the System from time to time, in the manner directed by TPF in the Manuals or otherwise in writing ("**Supplemental Programs**").

5.2 Funding of System Promotion Programs for the Center. You agree to fund at least the minimum monthly required contribution in order to ensure you can comply with your Ad Plan described above in Section 5.1. The amount of the monthly marketing fee will be decided by mutual agreement between you and us, with a minimum of $250 to $2,000 or more, as agreed among the parties. The purpose of the monthly marketing fee is to cover your cost of System Promotion Programs for the Center. You agree to pay the monthly marketing fees to TPF in accordance with Section 6.2.

5.3 National Advertising Fund. We have established, and (subject to this Section 5.3) will administer and control, a marketing fund (the "**National Advertising Fund**") for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials for all or a group of TIRE PROS Centers that we deem appropriate. You agree to contribute to the National Advertising Fund each month as set forth in Section 6.2 below. The National Advertising Fund contribution is $200.00 per month per Center for the initial 12-month period of your initial franchise agreement for this Tire Pros Center and is subject to annual increase thereafter of no more than $100.00/month, with a maximum monthly National Advertising Fund contribution of $500.00. These escalations and the limits thereon shall apply to the Franchisee for all renewals of its Tire Pros franchise relationship, notwithstanding any language to the contrary in Franchisee's renewal form of the Franchise Agreement provided to it at the time of its renewal.

TPF, with guidance of the National Dealer Council, will designate and direct all programs that the National Advertising Fund finances, with oversight and authority over the creative and business concept developments, materials and endorsements used and their geographic, market and media placement and allocation. The National Advertising Fund may be utilized for any advertising, promotion, marketing and brand-related activities, including preparing, producing and placing video, audio and written materials and electronic media; developing, maintaining and administering one or more System Websites, other online presence, and digital media; creating and administering national, regional, multi-regional and local marketing, advertising including in-home and out-of-home promotional advertising, and including purchasing trade journal, direct mail, digital (e.g. internet, social media and mobile) and other digital and traditional media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public and customer relations, market research, and other advertising, promotion, marketing and brand-related activities. The National Advertising Fund also may reimburse TIRE PROS Center operators for expenditures consistent with the National Advertising Fund's purposes that we periodically specify.

TPF will account for the National Advertising Fund separately from its other funds and not use the Advertising Fund to pay any of its general operating expenses, except to compensate it and its affiliates for the reasonable salaries, administrative costs, travel expenses, overhead and other costs it and they incur in

connection with activities performed for the National Advertising Fund and its programs, including conducting market research, travel and lodging, preparing advertising, promotion and marketing materials (including shipping costs), implementing social responsibility initiatives, maintaining and administering the System Websites and other forms of online presence, collecting and accounting for National Advertising Fund contributions, and paying taxes on contributions. The National Advertising Fund is not a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the National Advertising Fund or any other reason. In any fiscal year, the National Advertising Fund may be utilized above or below the total National Advertising Fund contributions in that year, borrow from TPF or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. TPF will use all interest earned on National Advertising Fund contributions to pay costs before using the National Advertising Fund's other assets. TPF will prepare an annual, unaudited statement of National Advertising Fund collections and expenses and give you the statement upon written request. TPF may incorporate the Advertising Fund or operate it through a separate entity whenever it deems appropriate. The successor entity will have all of the rights and duties specified in this Section 5.3.

TPF intends to utilize the National Advertising Fund to maximize recognition of the Marks, brand, TIRE PROS Centers' products and services and patronage of TIRE PROS Centers. Although TPF will try to use the National Advertising Fund to develop and/or implement advertising and marketing materials and programs and for other uses (consistent with this Section 5.3) that will benefit all contributing TIRE PROS Centers, TPF need not ensure that National Advertising Fund expenditures in or affecting any geographic area are proportionate or equivalent to the National Advertising Fund contributions from TIRE PROS Centers operating in that geographic area, or that any TIRE PROS Center benefits directly or in proportion to the National Advertising Fund contributions that it makes. TPF has the right, but no obligation, to use collection agents and institute legal proceedings at the National Advertising Fund's expense to collect National Advertising Fund contributions. TPF also may forgive, waive, settle and compromise all claims by or against the National Advertising Fund. Except as expressly provided in this Section 5.3, TPF assumes no direct or indirect liability or obligation to you for maintaining, directing or administering the National Advertising Fund.

TPF may at any time defer or reduce a TIRE PROS Center's operator's contributions to the National Advertising Fund and, upon at least 30 days' written notice to you, reduce or suspend National Advertising Fund contributions and/or operations for one or more periods of any length and terminate (and, if terminated, reinstate) the National Advertising Fund. If TPF terminates the National Advertising Fund, TPF will (at its option) either spend the remaining National Advertising Fund assets in accordance with this Section 5.3 or distribute the unspent assets to TIRE PROS Center operators then contributing to the National Advertising Fund in proportion to their contributions during the preceding twelve (12)-month period.

5.4 Marketing Council. TPF may establish a Marketing Council for the Center's market area ("**Marketing Council**") whose members will be representatives of TPF and TIRE PROS franchisees selected by TPF who are actively involved and interested in System Promotion Programs. The members selected for the Marketing Council shall be at TPF's discretion, and TPF may change such members on a rotating or other basis. The Marketing Council will meet from time to time in order to consult with and advise TPF in regards to System Promotion Programs. However, you acknowledge and agree that TPF will make the final decision in regard to all System Promotions Programs. You must abide by TPF's determination of the System Promotion Programs that you and the System must follow, and you must fully participate in the System Promotion Programs.

5.5 Advertising Cooperatives.

We currently do not have any local or regional advertising cooperatives.

5.6 Approval of Advertising and Websites.

(a) You must use the Marks in all advertising and promotions for the Center (including advertising through print, radio, television, and electronic media). In order to protect its Marks, all advertising copy and other materials must strictly conform to TPF's standards, formats and specimens. If you want to depart from these requirements, you must submit the proposed advertising copy and materials to TPF for approval in advance of publication and use only the approved advertising copy and materials. Your advertising must never contain any statement or material which may be considered (a) in bad taste or offensive to the public or to any group of persons; or (b) defamatory of any person or an attack on any competitor.

(b) TPF may operate an Internet website for the System ("**System Website**") to promote and advertise the System. TPF will have the exclusive right to modify, enhance, suspend or discontinue the System Website and all features of the System Website (including the domain name, features, procedures, links, content and format) will be determined by TPF, in its sole discretion. At TPF's option, TPF may permit you to either have a website for your Center ("**Center Website**") or make available to you a sub-page on the System Website that will be located at a sub-domain of the System Website to be specified by TPF ("**Subpage**"). Any Center Website or Subpage must (i) be approved by TPF, (ii) not reference any other business other than the Center unless approved by TPF, and (iii) be in the format of TPF's template for Center Websites or Subpages as specified by TPF in any guidelines, directives or specification in the Manual. Once the initial content of any Center Website or Subpage has been approved by TPF, you must submit any changes to the content to TPF for TPF's prior written approval. TPF will permit you to upload content onto the Center Website or Subpage solely to promote and promote the Center and provide prospective customers with information related to the Center. Except as provided in this Section, you may not develop, maintain, or authorize any website that mentions or describes you or the Center or that displays any of the Marks. Upon termination or expiration of this Agreement, you must immediately and permanently remove any and all content related to TPF, the System and the Center operating as a TIRE PROS from any authorized Center Website. Upon the termination or expiration of this Agreement for any reason or your default under this Agreement for any reason, your right to upload content onto, or otherwise use, the Subpage shall immediately cease and TPF may cease to make the Subpage available to you.

(c) You must comply with the rules and procedures developed by us for the System, in the manner directed by us in the Manuals or otherwise, with regard to our authorization to use, and use of, blogs, common social networks (including "Facebook"), professional networks (including "LinkedIn"), live blogging tools (including "Twitter"), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools, applications, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, "**Digital Marketing**") that are intended to promote or that in any way references the Marks, or involves the System. We have the sole right to control all aspects of any Digital Marketing, including those related to our Marks and franchise. Unless we consent otherwise in writing, you may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Marks.

5.7 The Marks.

(a) TPF represents with respect to the Marks that TPF has the right to use, and to license others to use, the Marks. You expressly understand and acknowledge that TPF and/or its affiliates (or licensor) are the owners of all right, title, and interest in and to the Marks and the goodwill associated with and symbolized by them, and TPF has the right to use, and license others to use, the Marks (both within and outside the Center's trading area). The franchise granted to you under this Agreement to use the

Marks is nonexclusive and TPF, in its sole and absolute discretion, has the right to (i) grant other licenses in and to the Marks (in addition to those licenses already granted) both within and outside the Center's trading area, and (ii) develop and license other names and marks on any such terms and conditions as TPF deems appropriate. During the term of this Agreement and after its expiration or termination, you agree not to directly or indirectly contest the validity of, or TPF's ownership of, or right to use and license others to use, the Marks. Nothing in this Agreement shall be considered as vesting in you any right, title or interest in or to the Marks or the goodwill associated with the Marks.

(b) You agree to use the Marks only in accordance with the requirements of TPF regarding usage of the Marks. You must obtain any fictitious or assumed name registrations required under applicable law.

(c) TPF has the right at any time and from time to time upon notice to you to make changes in the Marks, or any of them, all of which changes shall be as effective as if they were incorporated in this Agreement. All such additions, deletions and changes shall be made in good faith, on a reasonable basis and with a view toward the overall best interest of the System. TPF will protect and preserve the integrity and validity of the Marks by taking the actions deemed by TPF in its discretion to be appropriate in the event of any apparent infringement of the Marks.

(d) You must notify TPF promptly of any claims or charges of trademark infringement against TPF or you, as well as any information you may have of any suspected infringement of the Marks. You will take no action with regard to such matters without the prior written approval of TPF and shall cooperate in a manner expressly directed by TPF.

ARTICLE 6: FEES

6.1 Fees. You agree to pay TPF:

(a) An initial franchise fee in the total amount of $7,000 for your first Tire Pros franchise and an initial franchise fee in the amount of $2,000 for each additional franchise you purchase thereafter. If you are a United States military veteran who received an honorable discharge ("Veteran"), we will discount the Initial Franchise Fee by 50% ($3,500), and if you are purchasing an additional Tire Pros Center during the term of your Franchise Agreement we will discount the $2,000 Initial Franchise Fee for each additional Tire Pros franchise by 50% ($1,000). The Initial Franchise Fee(s) are not refundable under any circumstance.

(b) A monthly franchise fee ("**Monthly Franchise Fee**"), the initial amount of which shall be $695 each month, as payment for your continuing right to use the System and Marks. If you operate multiple Centers, we may reduce the monthly Franchise Fee to (i) an amount between $695 and $525 for the second Center through the ninth Center you own and operate and (ii) an amount between the amount charged under subpart (i) and $450 for the tenth Center and any additional Centers you own and operate after the tenth Center. You agree that TPF at its sole discretion may increase the Monthly Franchise Fee at any time during the term of this Agreement up to a maximum monthly amount of $1,000. You agree that all fees due under Section 6 of this Agreement are not refundable under any circumstances except for errors. TPF agrees to waive the payment of the Monthly Franchise Fee for the first month in the term of this Agreement.

6.2 Payment of Monthly Fees. The monthly marketing fee and National Advertising Fund contribution referred to in Sections 5.2 and 5.3 above is billed in arrears and must be paid by you and received by TPF on or before the 10th day of each calendar month. The Monthly Franchise Fee referred to in Section 6.1(b) is billed in arrears and must be paid by you and received by TPF on or before the 10th day

of each calendar month. You agree that TIME IS OF THE ESSENCE regarding payment of the fees due under Section 6 of this Agreement. You agree to pay all fees due under this Agreement either by timely mailing or delivering a check, or if requested by TPF, by automatic direct transfer of funds.

6.3 Late Fees. Fees due under Sections 5.2, 5.3 and 6 which are not paid when due will bear interest from and after their respective due dates at the rate of 18% per annum or the highest rate permitted by law, whichever is less. Any late payment of fees due under Sections 5.2 and 6 shall be accompanied by a late payment administrative charge of $25.

ARTICLE 7: RECORDS AND REPORTS

7.1 Business Records. TPF may provide you with TIRE PROS Center record keeping forms and you shall employ such forms, at your option, in connection with the business of the Center. As requested by TPF or as designated in the Manual, you must complete and submit to TPF the following information related to the Center on a regular basis:

(a) Profit and Loss Statements from time to time as requested by TPF; and

(b) Annual Reports, on or before 90 days following the end of your fiscal or calendar year, including a balance sheet dated as of the end of your fiscal year or calendar year and a profit and loss statement for such year, together with such additional financial information as TPF may reasonably request, all prepared in accordance with generally accepted accounting principles.

7.2 Business Reports. You agree to complete and submit to TPF a monthly benchmarking report (the "**Monthly Benchmarking Report**") in the event these reports are required. You agree to submit the Monthly Benchmarking Report to TPF by email in a format designated by TPF. The Monthly Benchmarking Report will include the Center's (i) payroll, sales and services information, and (ii) other operational data specified in the Manual. Additionally, you may be required to provide sales data to facilitate participation in retail benchmarking and to earn or collect rebates or incentives TPF may offer based upon sellout data or other criteria established by TPF.

ARTICLE 8: SALE AND ASSIGNMENT

8.1 Personal Contract. You agree that a material part of the consideration for TPF's entering into this Agreement is the personal confidence vested in you, and no person or legal entity shall succeed to any of your rights under this Agreement through any voluntary or involuntary proceeding in bankruptcy, receivership, attachment, execution, assignment for the benefit of creditors or other legal process.

8.2 Written Consent. Your rights and interests under this Agreement and any ownership interests in you if you are a legal entity shall not be subject to sale, assignment, transfer or encumbrance (all of which are hereinafter included within the term "**transfer**") in whole or in part in any manner whatsoever without the prior express written consent of TPF. TPF will not unreasonably withhold its consent. In considering a request for transfer, TPF will consider, among other things, the qualifications, apparent ability, financial condition and credit standing of the proposed transferee as if he or she were a prospective direct purchaser of a franchise from TPF. TPF may require as a condition precedent to the granting of its consent related to any transfer that (i) there shall be no existing default in your obligations under this Agreement or any other agreement with TPF and the Center shall be in condition and appearance satisfactory to TPF and meet TPF's then-current standards for new TIRE PROS Centers; (ii) you shall have settled all outstanding accounts with TPF and its affiliates; (iii) you shall have paid TPF the then-current transfer fee as set by TPF but not greater than $2,000; (iv) you and the transferee shall sign such documentation required by TPF in connection with the transfer (which may include having the transferee

sign a new franchise agreement and you and/or transferor signing our form of general release) and (v) TPF may terminate the Franchise upon 30 days prior notice during the next 3 years if the purchaser does not maintain or exceed the Center's monthly sales and purchases as compared to the same months of the last 12 months prior to the transfer. Neither this Agreement, any of the rights granted to you hereunder nor any ownership interests in the purchaser shall be retained by the transferor as security for the payment of any obligation that may arise by reason of any such transfer.

8.3 Death and Disability.

(a) In the event of the death or legal incapacity of you or any owner if you are a legal entity, such person's executor, administrator, conservator, guardian, or other personal representative ("**legal representative**") must immediately notify TPF of the death or disability and within 30 days after such notice further notify TPF of a proposed successor to the individual's interests in this Agreement or you if you are a legal entity (the "**Successor**"). If TPF approves the Successor, he or she will replace the decedent or incapacitated person and such transfer must be completed within 2 months of such approval. A failure to transfer an interest as required under this Section will be a default under this Agreement.

(b) If TPF does not approve the Successor, the legal representative will use his or her best efforts within the 6 months from the date of written notice from TPF to sell the individual's interests in this Agreement to a bona fide purchaser in accordance with and subject to all of the provisions of this Section 8. If by the end of such six-month period, a transfer of such interest or stock has not been made in a transaction which meets the requirements of this Section 8, this Agreement may be terminated by you or TPF.

8.4 Transfer or Assumption by TPF. TPF has the right to transfer or assign its rights, interest and obligations under this Agreement to any person or entity and TPF's interest will bind and inure to the benefit of any transferee, successor or assignee. After TPF's transfer or assignment of this Agreement to a person or entity who expressly assumes the obligations under this Agreement, TPF will have no further obligation under this Agreement. You further agree and affirm that TPF may sell itself, its assets, the Marks and/or the System to a third-party; may go public, may engage in private placement of some or all of its securities; may merge, acquire other corporations or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. You further agree and affirm that TPF has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or noncompetitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate or franchise those businesses as TIRE PROS Centers operating under the Marks or any other marks following TPF's purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which you acknowledge may be proximate to any TIRE PROS Center. With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of TPF's name, the Marks (or any variation thereof) and the System and/or the loss of association with or identification of TPF under this Agreement.

8.5 Our Right of First Opportunity to Purchase your Franchise. At any time during the term of the Franchise Agreement including the 30 day notice period prior to the effective date of termination of your franchise set forth in Section 9.2, if you are considering the sale or transfer of your franchise to a third party, before offering the franchise to such third party you must send us an offer in writing ("Offer Notice") containing the exact terms and conditions on which you are willing to transfer the Franchise and the right to use your current location. The offer shall also include (a) financial statements of your business and (b) an accurate copy of your then current lease for the Premises of your Tire Pros business or your terms for sale of the underlying real estate if applicable. Upon receipt of the Offer Notice we will have the option, exercisable by notice ("Response Notice") delivered to you within 30 business days thereafter, to find a

suitable purchaser that is approvable by us to purchase your business for the price and terms contained in the Offer Notice. The third party candidate will have the right to investigate and analyze the business, assets and liabilities and all other matters it deems necessary or desirable in order for such third party to make an informed investment decision with respect to the fairness of the terms described in the Offer Notice. Such third party candidate may conduct such investigation and analysis in any manner it deems reasonably appropriate, and you and your owners agree to provide them with all information requested and to cooperate fully with them in connection therewith.

If we deliver a Response Notice, our third party candidate will enter into a purchase agreement with you and/or your owners reasonably satisfactory to both parties, containing such agreements, representations, warranties, covenants, indemnities and customer warranty reserve funds, and requiring such documents at closing, as is reasonably necessary to protect each party's interests. The closing shall occur not more than 90 days after the date of the Response Notice, unless the closing is delayed for reasons beyond our reasonable control.

If we do not deliver a Response Notice, as provided above, you and/or your owners may solicit offers to transfer the Franchise from other parties at the exact same price and on the exact same terms as presented in the Offer Notice. Thereafter, you must immediately deliver to us a complete and accurate copy of any offer that you receive from any such third party that you and/or your owners are willing to accept ("Third Party Offer").

If the terms of the Third Party Offer are the same as those contained in the Offer Notice, then you or your Owners may accept such offer and complete the sale to such offeror pursuant to and on the exact terms of such offer, subject to our approval of the transfer as provided in Section 8.22 of this Agreement.

8.6 Our Right of First Refusal. If the terms of the Third Party Offer pursuant to Section 8.5 are different in any material respect (including price and/or payment terms) from those contained in the Offer Notice pursuant to Section 8.5, we will have the option, exercisable by notice delivered to you within 15 business days from the date of delivery to us of a complete and accurate copy of the Third Party Offer, to cause the acceptance of such Third Party Offer to a party approved by us for the price and on the terms and conditions contained in such Third Party Offer.

If we exercise our option to have the approvable third party purchase it pursuant to the terms of the Third Party Offer such third party and you and/or your owners will enter into a purchase agreement reasonably satisfactory to you and them, containing such agreements, representations, warranties, covenants, indemnities and customer warranty reserve funds, and requiring such documents at closing, as are reasonably necessary to protect each party's interests. The closing shall occur not more than 90 days after the date of our response to the Third Party Offer or Right of First Refusal Offer, as applicable, unless the closing is delayed for reasons beyond our reasonable control.

If we do not exercise this option to purchase pursuant to the terms of the Third Party Offer or the Right of First Refusal Offer, as provided in this Section 8.6, you or your owners may complete the sale to such offeror pursuant to and on the exact terms of such offer.

ARTICLE 9: EXPIRATION AND TERMINATION

9.1 Immediate Termination. TPF will have the right to terminate this Agreement immediately upon written notice to you:

(a) in the event of any breach or default under Sections 2.4 (Confidentiality; Non-disclosure), 2.6 (Your Covenants), 2.8 (Inspection), 3.1 (Initial Training), 4 (Insurance), 8.2 (Written Consent), or 10.2 (Compliance with Laws);

(b) if a petition in bankruptcy, an arrangement for the benefit of creditors, a petition for reorganization is filed by or against you, or if you shall make any assignment for the benefit of creditors, or if a receiver or trustee is appointed for the Center, unless such condition or conditions are remedied to the satisfaction of TPF within 20 days;

(c) if you for any reason lose your right to possession of the Center's premises;

(d) if TPF discovers that you have made any material misrepresentation or omitted any material fact in the information furnished by you in connection with the grant of this franchise; or

(e) if you are (or any owners is, if you are a legal entity) are convicted of any felony or any crime involving moral turpitude.

9.2 Termination After Notice. This Agreement will terminate without further notice if within 10 days after written notice to you if you have failed to pay when due any amounts owed TPF hereunder or are delinquent in payment to any of your suppliers (including TPF's affiliates). This Agreement will terminate without further notice if within 30 days after written notice to you of your default in performing or observing of any of the material obligations hereunder or under any other TIRE PROS franchise agreement in which you or anyone holding an interest in you also has an interest. A repetition within a 1-year period of any default shall justify TPF in terminating this Agreement upon written notice to you without allowance for any curative period. If for reasons beyond your control a default cannot be cured within 30 days, you shall have a reasonable time to cure such default after written notice has been given. The provisions of Sections 9.1 and 9.2 are subject to the provisions of any local statutes or regulations which may prohibit TPF from terminating this agreement without good cause or without giving you additional written notice of termination and opportunity to cure any default.

9.3 Termination Without Cause. Either party may terminate this Agreement at any time without cause by delivering written notice of termination to the other party at least 30 days prior to the date of termination.

9.4 Requirements Upon Termination. Upon the expiration or earlier termination of this Agreement for any reason, you agree to:

(a) immediately discontinue the use of the System and Marks, which includes but is not limited to advertisements (e.g. radio, television, print, etc.), internet web sites, social media pages such as Facebook, Twitter, etc., point of sale materials (e.g. displays, banners, posters, etc.), and other ancillary items (e.g. invoices, business cards, uniforms, etc.) used in the operation of the Center.

(b) if the Center's premises are owned by you or leased from a third party, upon demand by TPF, remove the Marks from all buildings, signs, fixtures and furnishings, and alter and paint all buildings and other improvements maintained pursuant to this Agreement a design and color which is different from TPF's authorized building design and painting scheme. In addition to and without limiting the generality of the foregoing, you agree to make the following building alterations wherever such building contains the items referred to:

(i) All interior and exterior signs or sign inserts bearing the Marks must be permanently removed to TPF's satisfaction;

(ii) If requested by TPF, the colors of the Center must be changed by repainting or otherwise to remove the current or past color themes for the System;

(c) not thereafter use Marks or any other trademark, trade name, service mark, logo, insignia, slogan, emblem, symbol, design or other identifying characteristic that is in any way associated with TPF or similar to those associated with TPF, or operate or do business under any name or in any manner that might tend to give the public the impression that you are or were a franchisee of, or otherwise associated with, TPF and/or the System;

(d) return all copies of the Manual to TPF with a written certificate stating that there has been no unauthorized copying or disclosure of the Manual or any part of its contents; and

(e) pay to us within fifteen (15) days after this Agreement expires or is terminated, or on any later date that the amounts due are determined, all amounts owed to us or our affiliates under this Agreement including unpaid Monthly Franchise Fees, National Advertising Fund contributions and other damages arising from this Agreement's termination.

(f) If Franchisee is terminating this Agreement pursuant to Section 9.3 thereof, then it must execute our form of general release.

Your Initials: _____

ARTICLE 10: MISCELLANEOUS

10.1 Governing Law. ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN TPF AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY NORTH CAROLINA LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.

10.2 Compliance with Laws.

(a) You must at your own cost and expense, promptly comply with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards, and offices thereof. Without limiting the generality of the foregoing, you shall abide by all applicable rules and regulations of any Bureau of Automotive Repair or similar consumer protection agency in the state where the Center is located. You must, at your own cost and expense, obtain all required building, utility, sign, health, sanitation, business and other permits and licenses required to operate the Center. You must comply with all laws and regulations relating to privacy and data protection and must comply with any privacy policies or data protection and breach response policies we may periodically publish. You must notify us immediately of any suspected data breach at or in connection with the Center.

(b) You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United

States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement, as provided in Section 9.1(a) above.

10.3 Arbitration. TPF and you agree that all controversies, disputes, or claims between TPF and TPF's affiliates, and TPF's and their respective Equity holders, officers, directors, agents, and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) arising out of or related to:

(a) THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND TPF;

(b) TPF'S RELATIONSHIP WITH YOU;

(c) THE SCOPE AND VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND TPF OR ANY PROVISION OF SUCH AGREEMENTS (INCLUDING, BUT NOT LIMITED TO, THE VALIDITY AND SCOPE OF THE ARBITRATION OBLIGATIONS UNDER THIS SECTION, WHICH THE PARTIES ACKNOWLEDGE IS TO BE DETERMINED BY AN ARBITRATOR AND NOT A COURT); OR

(d) ANY STANDARDS FOR THE SYSTEM;

MUST BE SUBMITTED FOR BINDING ARBITRATION, ON DEMAND OF EITHER PARTY, TO THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDINGS WILL BE CONDUCTED BY ONE ARBITRATOR AND, EXCEPT AS THIS SECTION OTHERWISE PROVIDES, ACCORDING TO THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ALL PROCEEDINGS WILL BE CONDUCTED AT A SUITABLE LOCATION CHOSEN BY THE ARBITRATOR IN NORTH CAROLINA. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO SELECT A DIFFERENT LOCALE FOR THE ARBITRATION. THE ARBITRATOR SHALL HAVE THE POWER TO RULE ON HIS OR HER OWN JURISDICTION, INCLUDING BUT NOT LIMITED TO THE ISSUE OF JURISDICTION OVER NON-SIGNATORIES TO THIS AGREEMENT. ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). JUDGMENT UPON THE ARBITRATOR'S AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

THE PARTIES INITIALLY SHALL SHARE EQUALLY ALL FEES AND COSTS OF THE ARBITRATOR IN ANY ARBITRATION PROCEEDING CONDUCTED PURSUANT TO SECTION 10.3 OF THIS AGREEMENT, BUT AT THE CONCLUSION OF SUCH ARBITRATION PROCEEDING, THE PREVAILING PARTY SHALL BE ENTITLED TO BE REIMBURSED BY THE LOSING PARTY FOR ALL SUCH FEES AND COSTS.

THE ARBITRATOR HAS THE RIGHT TO AWARD OR INCLUDE IN HIS OR HER AWARD ANY RELIEF WHICH HE OR SHE DEEMS PROPER INCLUDING, BUT NOT LIMITED TO, MONEY DAMAGES (WITH INTEREST ON UNPAID AMOUNTS FROM THE DATE DUE), SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF, AND ATTORNEYS' FEES AND COSTS, TO THE PREVAILING PARTY PROVIDED THAT THE ARBITRATOR MAY NOT DECLARE ANY MARK GENERIC OR OTHERWISE INVALID OR, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.5 BELOW, AWARD ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST EITHER PARTY (YOU

AND TPF HEREBY WAIVING TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.5 BELOW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER).

YOU AND TPF AGREE TO BE BOUND BY THE PROVISIONS OF ANY LIMITATION ON THE PERIOD OF TIME IN WHICH CLAIMS MUST BE BROUGHT UNDER APPLICABLE LAW OR THIS AGREEMENT, WHICHEVER EXPIRES EARLIER. YOU AND TPF FURTHER AGREE THAT, IN ANY ARBITRATION PROCEEDING, EACH MUST SUBMIT OR FILE ANY CLAIM WHICH WOULD CONSTITUTE A COMPULSORY COUNTERCLAIM (AS DEFINED BY RULE 13 OF THE FEDERAL RULES OF CIVIL PROCEDURE) WITHIN THE SAME PROCEEDING AS THE CLAIM TO WHICH IT RELATES. ANY CLAIM WHICH IS NOT SUBMITTED OR FILED AS REQUIRED IS FOREVER BARRED. THE ARBITRATOR MAY NOT CONSIDER ANY SETTLEMENT DISCUSSIONS OR OFFERS THAT MIGHT HAVE BEEN MADE BY EITHER YOU OR TPF. TPF RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO ADVANCE YOUR SHARE OF THE COSTS OF ANY ARBITRATION PROCEEDING IN ORDER FOR SUCH ARBITRATION PROCEEDING TO TAKE PLACE AND BY DOING SO WILL NOT BE DEEMED TO HAVE WAIVED OR RELINQUISHED TPF'S RIGHT TO SEEK THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH SECTION 10.7.

YOU AND TPF AGREE THAT ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE, BASIS AND THAT AN ARBITRATION PROCEEDING BETWEEN TPF AND TPF'S AFFILIATES, AND TPF'S AND THEIR RESPECTIVE EQUITY HOLDERS, OFFICERS, DIRECTORS, AGENTS, AND/OR EMPLOYEES, AND YOU (AND/OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND/OR EMPLOYEES) MAY NOT BE CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING BETWEEN TPF AND ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY IN THIS SECTION OR SECTION 10.9, IF ANY COURT OR ARBITRATOR DETERMINES THAT ALL OR ANY PART OF THE PRECEDING SENTENCE IS UNENFORCEABLE WITH RESPECT TO A DISPUTE THAT OTHERWISE WOULD BE SUBJECT TO ARBITRATION UNDER THIS SECTION 10.3, THEN THE PARTIES AGREE THAT THIS ARBITRATION CLAUSE SHALL NOT APPLY TO THAT DISPUTE AND THAT SUCH DISPUTE WILL BE RESOLVED IN A JUDICIAL PROCEEDING IN ACCORDANCE WITH THIS SECTION 10 (EXCLUDING THIS SECTION 10.3).

DESPITE YOUR AND TPF'S AGREEMENT TO ARBITRATE, YOU AND TPF EACH HAVE THE RIGHT IN A PROPER CASE TO SEEK TEMPORARY RESTRAINING ORDERS AND/OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION; PROVIDED, HOWEVER, THAT YOU AND TPF MUST CONTEMPORANEOUSLY SUBMIT SUCH DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED IN THIS SECTION.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO BENEFIT AND BIND CERTAIN THIRD-PARTY NON-SIGNATORIES AND WILL CONTINUE IN FULL FORCE AND EFFECT SUBSEQUENT TO AND NOTWITHSTANDING THIS AGREEMENT'S EXPIRATION OR TERMINATION.

10.4 CONSENT TO JURISDICTION.

SUBJECT TO SECTION 10.3 ABOVE AND THE PROVISIONS BELOW, YOU AND YOUR OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND TPF MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN NORTH CAROLINA AND YOU

(AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION YOU (OR YOUR OWNERS) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, YOU AND YOUR OWNERS AGREE THAT TPF MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR THE CENTER IS LOCATED.

10.5 WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.

EXCEPT FOR YOUR INDEMNIFICATION OBLIGATION FOR THIRD PARTY CLAIMS UNDER SECTION 2.10, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, TPF AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN TPF AND YOU, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

YOU AND TPF IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR TPF.

10.6 LIMITATION OF CLAIMS.

EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE TPF, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TPF'S RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN 18 MONTHS FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS.

10.7 Costs and Attorneys' Fees. In the event that either party initiates any legal proceeding to construe or enforce the terms, conditions and provisions of this Agreement, including its termination provisions, or to obtain damages or other relief to which either may be entitled by virtue of this Agreement the prevailing party shall be paid its reasonable attorneys' fees and costs by the other party.

10.8 Notices. All notices and other communications required or permitted to be given hereunder shall be deemed given when delivered in person or mailed by registered or certified mail addressed to the Center if sent to you or if to TPF, at the address set forth below:

TPF: Tire Pros Francorp, LLC
12200 Herbert Wayne Court
Suite 150
Huntersville, NC 28070-3145
Attn: President

With a copy to (which shall not constitute notice):

TPF: William Thomas More (Bill) Williams
American Tire Distributors, Inc.
12200 Herbert Wayne Court
Suite 150
Huntersville, NC 28070-3145

You: _____
_____
_____
_____

10.9 Miscellaneous.

(a) The waiver of any breach or default, or series of breaches or defaults, if any term, covenant or condition herein or of any same or similar term, covenant or condition in any other agreement between TPF and any franchisee shall not be deemed a waiver of any subsequent or continuing breach or default of the same or any other terms, covenant or condition contained in this Agreement, or in any other agreement between TPF and any franchisee.

(b) All rights and remedies shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement. The rights and remedies shall be continuing and not exhausted by any one or more uses thereof and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration or earlier termination of this Agreement shall not discharge or release you from any liability or obligation then accrued or any liability or obligation continuing beyond or arising out of the expiration or earlier termination of this Agreement.

(c) If any part of this Agreement shall for any reason be declared in any way, unenforceable or impaired in any way, the validity of the remaining portions shall not be affected thereby and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including therein any such portions which might be declared invalid; provided, however, that in the event any part hereof relating to the payment of fees to TPF, or the preservation of the Marks, trade secrets or secret formulae licensed or disclosed hereunder is for any reason declared invalid or unenforceable, then TPF shall have the option of terminating this Agreement upon written notice to you.

(d) All terms used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement may require, the same as if such words had been written in this Agreement themselves. The headings inserted in this Agreement are for reference purposes only and shall not affect the construction of this Agreement or limit the generality of any of its provisions. Terms set forth in bold face are done so for ease of reference only.

(e) This Agreement and the documents referred to herein constitute the entire agreement between the parties and supersedes and cancels any and all prior and contemporaneous agreements, understandings, representations, inducements and statements, oral or written, of the parties in connection with the subject matter hereof. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that TPF made in TPF's most recent disclosure document (including its exhibits and amendments) that TPF delivered to you or your representative. Notwithstanding anything stated to the contrary, no Statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor,

franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

(f) Except as expressly authorized herein, no amendment or modification of this Agreement shall be binding unless signed in writing by both TPF and you.

(g) You acknowledge that you received a complete copy of this Agreement, the attachments hereto, and agreements relating thereto, if any, as well as a copy of TPF's current franchise disclosure document ("**FDD**"), at such time(s) as required by the applicable federal and state franchise laws and regulations.

Your Initials: _____

* * * * * * *

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

YOU:

By:_____
Name:_____
Title:_____

DO NOT SIGN UNLESS ALL BLANKS
HAVE BEEN FILLED IN

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, LLC

By:_____
Name:_____
Title:_____

SCHEDULE A

OWNERSHIP INFORMATION

1. **Form of Ownership**. (Choose (i) or (ii)) Are you a(n):

(i) **Individual Proprietorship**. List individual(s):

_____

_____

_____

(ii) **Corporation, Limited Liability Company, or Partnership.** (CIRCLE ONE) You were incorporated or formed on _____, under the laws of the State of _____. You have not conducted business under any name other than your corporate, limited liability company, or partnership name. The following is a list of your directors, if applicable, and officers as of the effective date shown above:

Name of Each Director/Officer	Position(s) Held

2. **Owners**. The following list includes the full name of each person who is one of your owners, or an owner of one of your owners, and fully describes the nature of each owner's interest.

	Owner's Name	Percentage/Description of Interest
(a)		
(b)		
(c)		
(d)		

SCHEDULE B

IDENTIFICATION WORK LIST

You agree to perform all work and install the items specified below, in addition to satisfying all other requirements set forth in the Agreement as of the dates specified below. All work, including furniture, fixtures, equipment and signs shall conform to TPF's specification and standards set forth in the Manual or otherwise specified or agreed to in writing by TPF.

The purpose of this Identification Work List is to specify the scope of work to be accomplished and the timing for such work.

1. Re-identify interior and showroom as reasonably agreed to meet Tire Pros standards.
2. Re-identify the exterior of the facility as reasonably agreed to meet Tire Pros standards and as allowed by local ordinances.
3. Any other renovation or rehabilitation to the facility as reasonable agreed to meet Tire Pros standards.
4. Add exterior Tire Pros signage to Center or sign pole for Center within 90 to 120 days of date of Franchise Agreement.
5. Utilize the Tire Pros logo with your marks (if any) in all marketing efforts according to the TPF's Brand Standards which is part of the Manual. The Brand Standards provides for the Tire Pros logo to be: (i) affixed to an existing dealer mark or logo; or (ii) a new logo of yours will be created by TPF consistent with Brand Standards. Any new dealer logo must be approved by both you and TPF and must be in place before any marketing of the new Center location takes place.

IN WITNESS WHEREOF, the parties have reviewed and agreed upon the Identification Work List as of the Effective Date.

YOU:

_____

By:_____
Name:_____
Title:_____
Date:_____

TPF:

TIRE PROS FRANCORP, LLC

By:_____
Name:_____
Title:_____
Date:_____

SCHEDULE C

TIRE PROS NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement ("**Agreement**") dated as of _____, 20__ is entered into by the undersigned individual, who is employed by or otherwise affiliated with a TIRE PROS Franchisee (the "**Undersigned**"), in order to protect the tire and related products business conducted by Tire Pros Francorp, LLC ("**TPF**") and its affiliates, based on the following Recitals:

A. TPF has developed and owns business information and know-how which relate to TPF's TIRE PROS Centers, the system that TIRE PROS Centers operate under (the "**System**"), and the products offered under the System and such information and know-how are proprietary and confidential and have commercial value to TPF and its franchisees operating within the System.

B. The Undersigned is (i) a franchisee of TPF, (ii) an owner or designated operator of a franchisee of TPF, and/or (iii) employed by a franchisee of TPF.

C. In connection with such relationship, TPF may provide the Undersigned with certain proprietary and confidential information, in whatever form, oral, written, or electronic data, regarding TPF's sale, distribution of tires and tire-related products by TPF and/or its affiliates and other business information and know-how concerning the business, finances and operations of TPF and/or its affiliates (hereinafter "**Confidential Information**"), including the examples set forth on Schedule 1 attached hereto.

D. The Undersigned recognizes the need to control and manage the dissemination of the Confidential Information and is willing to receive Confidential Information under the conditions hereinafter set forth and comply fully with such conditions.

E. This Agreement is being executed in connection with _____'s TIRE PROS Center located at _____.

NOW, THEREFORE, in consideration of the mutual benefits in furthering the business relationship of the parties, the parties agree as follows:

1. The Undersigned agrees to keep in strict confidence and protect accordingly the Confidential Information that he or she receives (i) from TPF as contemplated by this Agreement and/or (ii) through his or her position. In addition, the Undersigned agrees that he or she will not disclose to any third parties, duplicate, or use such Confidential Information for any purpose other than that for which it was intended under this Agreement without the prior written consent of TPF.

2. The Undersigned, if an employer, will Inform individuals in its organization of the confidential and proprietary nature of the Confidential Information and of the provisions of and obligations of the Undersigned under this Agreement.

3. As used in this Agreement, Confidential Information shall not include:

a. Information which at the time of the disclosure is in the public domain or was demonstrably known to the Undersigned prior to the receipt thereof from the disclosing party pursuant to this Agreement; or

b. Information which, after disclosure, is published or otherwise becomes part of the public domain through no fault of the Undersigned, including sales literature, point of sale materials, warranty

booklets, claims forms and promotional or sales support materials intended for distribution to the public; or

c. Information disclosed to the Undersigned by a third party (not a franchisee of TPF or affiliate of TPF) not under an obligation of confidence to the disclosing party and who to the best knowledge of the receiving party did not acquire it, directly or indirectly, from the disclosing party.

4. All Confidential Information disclosed by TPF remains the property of TPF. No rights to use, license or otherwise exploit the Confidential Information are hereby granted by TPF to the Undersigned, by implication or otherwise except as may be specifically provided for by written agreement of the parties. At the conclusion of the business relationship between TPF and the Undersigned, TPF may require the return of all such Confidential Information and all copies thereof. Notwithstanding the return of the Confidential Information, the obligations of the Undersigned hereunder, including the obligation to keep in confidence and protect the Confidential Information, shall survive the termination of this Agreement or the termination of the business relationship between TPF and the Undersigned.

5. North Carolina law shall apply to this Agreement. The Undersigned agrees that any violation or threat of violation hereof will result in irreparable harm to TPF for which damages would be an inadequate remedy, and therefore, in addition to its rights and remedies otherwise available at law, TPF will be entitled to equitable relief, including both temporary and permanent injunction without the necessity of posting any bond, to prevent any unauthorized use or disclosure and to such other and further equitable relief as the court may deem proper under the circumstances. If an action is instituted to enforce this Agreement, the prevailing party shall be entitled to its costs of suit, including reasonable attorneys' fees.

6. This is the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended or modified only in writing and signed by authorized representatives of the parties.

* * * * * * * * * * * *

IN WITNESS WHEREOF, the Undersigned has signed this Agreement in consideration of the disclosure of the above-mentioned Confidential Information.

Company Name: _____

Signature _____

Printed Name: _____

Title: _____

Signatures of Designated Operator(s) and each Owner

_____

_____

_____

_____

_____

Schedule 1 To Non-Disclosure Agreement

As examples and without limitation, Confidential Information includes any and all TPF information concerning the following (whether or not such information is originated by TPF or by manufacturers or other suppliers):

1. Franchise and License programs and manuals;
2. Product pricing to Franchisees;
3. Dealer rebate, support, and cooperative advertising programs
4. Sales support materials and manuals;
5. Specifications, processes, formulas, products and proposed products;
6. Processing techniques;
7. Packaging, innovations, inventions, discoveries, improvements, research or development and test results;
8. Specifications, data, know-how, formats, marketing and business plans, strategies and forecasts;
9. Unpublished financial statements and other financial information, prices, budgets and projections; and
10. Customer and Supplier identities, characteristics and agreements.

SCHEDULE D

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____ _____, 20 ____, by the undersigned.

In consideration of, and as an inducement to, the signing of that certain Franchise Agreement (the "**Agreement**"), dated as of the date written above, by TIRE PROS FRANCORP, LLC, a California corporation ("**TPF**"), each of the undersigned personally and unconditionally (a) guarantees to TPF and TPF's successors and assigns, for the term of the Agreement (including, but not limited to, extensions) and afterward as provided in the Agreement, that _____ ("**Franchisee**") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including, but not limited to, any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including, but not limited to, any amendments or modifications of the Agreement), both (i) monetary obligations, excluding monetary obligations to TPF and its affiliates solely for payments for products for the Center, and (ii) obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities including, but not limited to, the non-competition, confidentiality, transfer, and arbitration requirements.

The undersigned acknowledges that he, she or it is either an owner (whether direct or indirect) of Franchisee or otherwise has a direct or indirect relationship with Franchisee or its affiliates; that he, she or it will benefit significantly from TPF entering into the Agreement with Franchisee; and that TPF would not enter into the Agreement unless the undersigned agreed to sign and comply with the terms of this Guaranty.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon TPF's pursuit of any remedies against Franchisee or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which TPF may from time to time grant to Franchisee or to any other person including, but not limited to, the acceptance of any partial payment or performance or the compromise or release of any claims (including, but not limited to, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including, but not limited to, extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or its owners, and for so long as TPF has any cause of action against Franchisee or its owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to TPF; (ii) all rights to require TPF to proceed against Franchisee for any payment required under the Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (iii) any benefit of, any right to participate in, any security now or hereafter held by TPF; and (iv) acceptance and notice of

acceptance by TPF of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. TPF shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to TPF. Without affecting the obligations of the undersigned under this Guaranty, TPF may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Agreement, assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

If TPF is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, TPF shall be entitled to reimbursement of TPF's costs and expenses including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If TPF is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse TPF for any of the above-listed costs and expenses TPF incurs.

Subject to the arbitration obligations in the Agreement, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between TPF and the undersigned, must be commenced in the state or federal court of general jurisdiction in North Carolina, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of, or venue in, those courts. Nonetheless, each of the undersigned agrees that TPF may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature as of the date set forth above.

Name of Guarantor	**Signature**	**Ownership Percentage in Franchisee**
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

SCHEDULE E

DE-IDENTIFICATION RIDER

This Rider ("**Rider**") to that certain Lease/Sublease dated _____, 20___ (the "**Form Lease**") between _____, a(n) _____ as Landlord and _____, a(n) _____ as Tenant for the Premises ("**Premises**") located at _____. In the event of a conflict between the terms and conditions set forth within this Rider and the terms and conditions set forth in the Form Lease to which this Rider is attached, the terms and conditions set forth within this Rider shall govern and control.

R.1. De-Identification. Landlord and Tenant hereby acknowledge that trademarked and/or logoed fixtures (including signage, boards, and awnings) (collectively "**Trade Dress Materials**") are being used under the term of a Franchise Agreement between Tire Pros Francorp, LLC ("**TPF**") and Tenant (the "**Franchise Agreement**"). In the event the Franchise Agreement expires or is terminated, Tenant is obligated under the Franchise Agreement to take certain steps to de-identify the Premises as a TIRE PROS Center operated by Tenant and is required to remove the Trade Dress Materials. Landlord agrees to cooperate fully with TPF in enforcing such provisions of the Franchise Agreement against Tenant, including allowing TPF, its employees and agents, upon 5 days prior written notice, to enter and remove the Trade Dress Materials and any other signs, decor and materials bearing or displaying any marks, designs or logos of TPF. As between TPF and Landlord, TPF shall bear all costs and expenses of such de-identification activities in the event it undertakes such work, as aforesaid, and shall repair any damage to the Premises caused as a result of such entry and de-identification activities taken by TPF. Tenant agrees that if Tenant fails to de-identify the Premises promptly upon termination or expiration as required under the Franchise Agreement, TPF may cause all required de-identification to be completed at Tenant's sole cost and expense.

LANDLORD:	TENANT:
By:_____	By:_____
Its: _____	Is:_____

SCHEDULE F

TIRE PROS FRANCORP, LLC
ADDENDUM TO FRANCHISE AGREEMENT
(California)

The following Addendum modifies and supersedes Tire Pros Francorp, LLC Franchise Agreement (the "Agreement") with respect to TPF franchises offered or sold to either a resident of the State of California or a non-resident who will be operating a TPF franchise in the State of California pursuant to the California Franchise Investment Law §§ 31000 through 31516, and the California Franchise Relations Act, California Business and Professions Code §§ 20000 through 20043, as follows:

1. The initial franchise fee described in Section 6.1 of this Agreement is deferred until your TIRE PROS Center opens for business and TPF has completed its initial obligations to you under this Agreement.

2. If any of the provisions of the Agreement concerning termination and non-renewal of a franchise are inconsistent with either the California Franchise Relations Act or with the federal bankruptcy law (11 U.S.C. §101, et seq.) (concerning termination of the Agreement on certain bankruptcy-related events), then such laws will apply.

3. The Agreement requires that it be governed by North Carolina law. This requirement may be unenforceable under California law.

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

5. The Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. The Agreement requires binding arbitration. The arbitration will occur at a suitable location chosen by the arbitrator in North Carolina, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

7. You and TPF agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.

8. The franchise agreement contains a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporations Code section 31512, these provisions may not be enforceable in California for any claims you may have under the California Franchise Investment Law.

9. No statement, questionnaire, or acknowledgment signed by a franchisee in connection with the commencement of the franchise relationship shall be construed as waiving any claims under any applicable state franchise law, including fraud in the inducement, or as 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.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

[Signatures Appear on Following Page]

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

YOU:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

_____

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, LLC

By: _____
Print Name: _____
Title: _____

TIRE PROS FRANCORP, LLC
ADDENDUM TO FRANCHISE AGREEMENT
(Illinois)

The following Addendum modifies and supersedes Tire Pros Francorp, LLC Franchise Agreement (the "Agreement") with respect to TPF franchises offered or sold to either a resident of the State of Illinois or a non-resident who will be operating a TPF franchise in the State of Illinois pursuant to the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 through 705/44, as follows:

Illinois law governs the Franchise Agreement(s).

Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to Franchisee, and Franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Illinois law prohibits a prospective general release of claims subject to the Illinois Franchise Disclosure Act of 1987.

You and TPF agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.

To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

YOU:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

_____

By: _____
Name: _____
Title: _____

DO NOT SIGN UNLESS ALL BLANKS
HAVE BEEN FILLED IN

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, LLC

By: _____
Print Name: _____
Title: _____

TIRE PROS FRANCORP, LLC
ADDENDUM TO FRANCHISE AGREEMENT
(Indiana)

The following Addendum modifies and supersedes Tire Pros Francorp, LLC Franchise Agreement (the "Agreement") with respect to TPF franchises offered or sold to either a resident of the State of Indiana or a non-resident who will be operating a TPF franchise in the State of Indiana pursuant to the Indiana Deceptive Franchise Practices Law, Indiana Code §§ 23-2-2.7-1 through 23-2-2.7-10, and the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2-2.5-1 through 23-2-2-2.5-51, as follows:

1. Under Section 2.10 of the Agreement, you will not be required to indemnify TPF for any liability imposed on TPF as a result of your reliance on or use of procedures and materials which TPF required, if such procedures were utilized by you in the manner required by TPF.

2. Sections 8 of the Agreement contain a provision requiring a general release as a condition of transfer of the franchise. Each provision is inapplicable under the Indiana Deceptive Franchise Practices Law, IC § 23-2-2.7-1(5).

3. Section 10.3 of the Agreement is amended to provide that arbitration between you and TPF will be conducted at a mutually agreed-on location.

4. Section 10.1 of the Agreement is amended to provide that in the event of a conflict of law, the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law will prevail.

5. Nothing in the Agreement will abrogate or reduce any rights you have under Indiana law.

6. You and TPF agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.

7. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Act are met independently without reference to this Addendum.

8. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

YOU:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

_____

By: _____
Name: _____
Title: _____

YOU:

If an Individual:

Signature: _____
Print Name: _____
If other than an Individual:
_____

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, LLC

By: _____
Print Name: _____
Title: _____

TIRE PROS FRANCORP, LLC
ADDENDUM TO FRANCHISE AGREEMENT
(Maryland)

The following Addendum modifies and supersedes Tire Pros Francorp, LLC Franchise Agreement (the "Agreement") with respect to TPF franchises offered or sold to either a resident of the State of Maryland or a non-resident who will be operating a TPF franchise in the State of Maryland pursuant to the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. §14-201 et. seq. (2010 Repl. Vol. and Supp. 2012), as follows:

1. Notwithstanding anything contained in this Agreement to the contrary, all initial fees and payments due under this Agreement, including the initial franchise fee described in Section 6.1 of this Agreement, are deferred until your TIRE PROS Center opens for business and TPF has completed its initial obligations to you under this Agreement.

2. The general release language required as a condition of renewal, sale and/or assignment or transfer shall apply except for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of your franchise. Any limitation on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.

5. Your acknowledgments or representations made in Section 10 of this Agreement, which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law, are not intended to nor shall they act as release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

7. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

YOU:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

_____

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, LLC

By: _____
Print Name: _____
Title: _____

TIRE PROS FRANCORP, LLC
ADDENDUM TO FRANCHISE AGREEMENT
(Minnesota)

The following Addendum modifies and supersedes the Tire Pros Francorp, LLC Franchise Agreement (the "Agreement") with respect to TPF franchises offered or sold to either a resident of the State of Minnesota or a non-resident who will be operating a TPF franchise in the State of Minnesota pursuant to the Minnesota Franchise Law, Minn. Stat. §§ 80C.01 through 80C.22, as follows:

1. The initial franchise fee described in Section 6.1 of this Agreement is deferred until your TIRE PROS Center opens for business and TPF has completed its initial obligations to you under this Agreement.

2. Section 5 of the Agreement, under the heading "ADVERTISING; TRADEMARKS", shall be supplemented by the addition of the following paragraph, which shall be considered an integral part of the Agreement:

> 5.6 TPF's Indemnity. TPF will protect your right to use the Marks and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks in accordance with TPF's instructions.

3. Section 8.2 of the Agreement each contains a provision requiring a general release as a condition of renewal and transfer of the franchise. Each release will exclude claims arising under the Minnesota Franchise Law.

4. Section 9 of the Agreement is amended to add the following:

> With respect to franchises governed by Minnesota law, TPF will comply with Minn. Stat. Sec. 80C.14, Subds, 3, 4 and 5, which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the Agreement.

5. Section 10.4 of the Agreement is amended to add the following:

> Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit TPF from requiring litigation or arbitration to be conducted outside Minnesota. In addition, nothing in the Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

6. Section 10.5 of the Agreement is amended to add the following:

> Minn. Rule Part 2860.4400J prohibits TPF from requiring you to waive your rights to a jury trial or waive your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.

7. TPF and you agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.

8. Each provision of this Agreement will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this Addendum to the Agreement.

9. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

YOU:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

_____

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, LLC

By: _____
Print Name: _____
Title: _____

TIRE PROS FRANCORP, LLC
ADDENDUM TO FRANCHISE AGREEMENT
(New York)

The following Addendum modifies and supersedes the Tire Pros Francorp, LLC Franchise Agreement (the "Agreement") with respect to TPF franchises offered or sold to either a resident of the State of New York or a non-resident who will be operating a TPF franchise in the State of New York pursuant to the General Business Law of the State of New York, Article 33, Sections 680 through 695, as follows:

1. Notwithstanding any provision of the Agreement to the contrary, TPF will not make any assignment of the Agreement except to an assignee who, in TPF's good faith judgment, is willing and able to assume TPF's obligations under the Agreement.

2. Notwithstanding any provision of the Agreement to the contrary, all rights enjoyed by you 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 will remain in force, it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

3. Section 2.10 of the Agreement is amended by adding the following to the end of such section:

> The indemnification contained in this Section 2.10 shall not apply to any claim by any third party arising out of a breach of this Agreement by TPF or any other civil wrong of TPF.

4. No new or different requirements imposed on you as a result of any changes made by TPF to TPF's Manual or otherwise shall place an unreasonable economic burden on You.

5. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the General Business Law of the State of New York are met independently without reference to this Addendum.

6. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

YOU:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

_____

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, LLC

By: _____
Print Name: _____
Title: _____

TIRE PROS FRANCORP, LLC
ADDENDUM TO FRANCHISE AGREEMENT
(North Dakota)

The following Addendum modifies and supersedes the Tire Pros Francorp, LLC Franchise Agreement (the "Agreement") with respect to TPF franchises offered or sold to either a resident of the State of North Dakota or a non-resident who will be operating a TPF franchise in the State of North Dakota pursuant to the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, as follows:

1. The initial franchise fee described in Section 6.1 of this Agreement is deferred until your TIRE PROS Center opens for business and TPF has completed its initial obligations to you under this Agreement.

2. Although Section 10.3 of the Agreement provides that the place of arbitration will be held in North Carolina, TPF agrees that the place of arbitration will be a location that is in close proximity to the site of the Center.

3. Section 10.4 of the Agreement requires that you consent to the jurisdiction of a court located in North Carolina. This provision may not be enforceable under North Dakota law because North Dakota law precludes you from consenting to jurisdiction of any court outside of North Dakota.

4. Although Section 10.1 of the Agreement provides that the Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, TPF agrees that the laws of the State of North Dakota will govern the Agreement.

5. To the extent any provision of the Agreement requires you to consent to a waiver of exemplary or punitive damages, the provision will be deemed null and void.

6. Provisions requiring you to consent to a limitation of claims within one year have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is modified to read that the statute of limitations under North Dakota Law will apply.

7. Notwithstanding anything contained in the Agreement to the contrary, each party shall bear its owns costs and expenses in connection with any enforcement action brought by either party under the Agreement.

8. Provisions requiring you to consent to a waiver of trial by jury have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. You should note that any waiver of your right to a jury trail, as set for the Agreement, may not be enforceable under North Dakota law.

9. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum.

10. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

YOU:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

_____

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, LLC

By: _____
Print Name: _____
Title: _____

TIRE PROS FRANCORP, LLC
ADDENDUM TO FRANCHISE AGREEMENT
(Rhode Island)

The following Addendum modifies and supersedes the Tire Pros Francorp, LLC Franchise Agreement (the "Agreement") with respect to TPF franchises offered or sold to either a resident of the State of Rhode Island or a non-resident who will be operating a TPF franchise in the State of Rhode Island pursuant to the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, as follows:

1. Section 8.2 of the Agreement contains a provision requiring a general release as a condition of renewal and transfer of the franchise. Such release will exclude claims arising under the Rhode Island Franchise Investment Act.

2. This Agreement requires that it be governed by North Carolina law. To the extent that such law conflicts with Rhode Island Franchise Investment Act, it is void under § 19-28.1-14.

3. Section 10.4 of the Agreement will be amended by the addition of the following, which will be considered an integral part of this Agreement:

> § 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."

4. TPF and you agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.

5. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of Rhode Island Franchise Investment Act are met independently without reference to this Addendum.

6. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

YOU:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

_____

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, LLC

By: _____
Print Name: _____
Title: _____

TIRE PROS FRANCORP, LLC
ADDENDUM TO FRANCHISE AGREEMENT
(South Dakota)

The following Addendum modifies and supersedes the Tire Pros Francorp, LLC Franchise Agreement (the "Agreement") with respect to TPF franchises offered or sold to either a resident of the State of South Dakota or a non-resident who will be operating a TPF franchise in the State of South Dakota pursuant to the South Dakota Franchise Investment Law, SDCL §§ 37-5B-1 through 37-5B-53, as follows:

1. The initial franchise fee described in Section 6.1 of this Agreement is deferred until your TIRE PROS Center opens for business and TPF has completed its initial obligations to you under this Agreement.

2. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

YOU:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

_____

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, LLC

By: _____
Print Name: _____
Title: _____

TIRE PROS FRANCORP, LLC
ADDENDUM TO FRANCHISE AGREEMENT
(Virginia)

The following Addendum modifies and supersedes the Tire Pros Francorp, LLC Franchise Agreement (the "Agreement") with respect to TPF franchises offered or sold to either a resident of the State of Virginia or a non-resident who will be operating a TPF franchise in the State of Virginia pursuant to the Virginia Code Sections 13.1-557 to 13.1-574, as follows:

1. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires TPF to defer payment of the initial franchise fee and other initial payments owed by you to TPF until TPF has completed its pre-opening obligations under the Agreement.

2. Section 9.3, Termination Without Cause, of the Franchise Agreement may not be enforceable under Section 13.1-564 of the Virginia Retail Franchising Act.

3. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchise Act, are met independently without reference to this Addendum.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

Each of the undersigned hereby acknowledges having read, understood, and executed this Addendum on _____, 20____.

YOU:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

_____

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, LLC

By: _____
Print Name: _____
Title: _____

TIRE PROS FRANCORP, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT, FRANCHISEE DISCLOSURE QUESTIONNAIRE, AND RELATED AGREEMENTS
(Washington)

The following Addendum modifies and supersedes the Tire Pros Francorp, LLC Franchise Agreement (the "Agreement") with respect to TPF franchises offered or sold to either a resident of the State of Washington or a non-resident who will be operating a TPF franchise in the State of Washington pursuant to the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, as follows:

1. Section 6.1 of the Franchise Agreement shall be revised to add the following language at the end of this section, "Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business."

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

3. 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.

4. 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.

5. 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.

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

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

8. 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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this_____day of _____20_____.

YOU:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

_____

By: _____
Name: _____
Title: _____

TPF:

TIRE PROS FRANCORP, LLC

By: _____
Print Name: _____
Title: _____

EXHIBIT B
CONFIDENTIALITY AGREEMENT

(FOR EMPLOYEES)

The undersigned employee of _____ (the "Owner"), a franchisee of TIRE PROS FRANCORP, LLC, hereby agrees that he or she shall not, while employed by the Owner or following such employment, communicate, or use for the benefit of any other person, persons, partnership, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of the TIRE PROS Center's business; provided, however, that the foregoing does not include information which the undersigned can demonstrate came to his or her attention prior to employment by the Franchisee or which has become a part of the public domain through publication or communication by others.

The undersigned acknowledges that any failure to comply with the requirements of this Confidentiality Agreement will cause the Owner and TIRE PROS FRANCORP, LLC irreparable injury, and the undersigned agrees that in addition to any other right or remedy provided by law, the Owner and TIRE PROS FRANCORP, LLC shall be entitled to specific performance of, or an injunction against violation of, the requirements of this Confidentiality Agreement.

The employee agrees that upon termination of his or her employment with the Owner for any reason, he or she will return all copies of documents containing confidential information or trade secrets to the Owner, including without limitation the TIRE PROS Manual.

IN WITNESS WHEREOF, the undersigned has executed this document in consideration of his or her employment by the Owner.

DATED: _____

PRINT NAME: _____

SIGNATURE: _____

EXHIBIT C

GOLD RETAILER PROGRAM
2022 DEALER PARTICIPATION AGREEMENT

(see attached)

Continental GOLD Dealer Information Sheet

Nominators Information

Distributor Representative Name:_____

Distributor Name:_____

Servicing DC City & State:_____

Servicing DC Account Number:_____

GOLD Prospect's Business Information

Dealer Name:_____

DBA Name:_____

Dealer Address:_____

Dealer City:_____

Dealer State:_____

Dealer Zip Code:_____

Dealer Phone:_____

Dealer Fax:_____

Dealer Email: _____

Dealer Websites:_____

Has this prospect been a GOLD dealer previously? ☐ Yes ☐ No

If yes, please list previous account numbers (85# or prospect number):_____

Is this location a Stand Alone, Child, or Parent account? ☐ SA ☐ Child ☐ Parent

If a child account, what GOLD account will be its Parent? Parent Account #_____

GOLD Prospect's Owner Information

Owner's First Name:_____

Owner's Last Name:_____

Owner's Phone:_____

Owner's E-mail: _____

Brands to be carried: ☐ Continental ☐ General

Continental Tire the Americas, LLC. (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

Continental Tire the Americas, LLC. (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

GOLD

RETAILER PROGRAM

2023 Dealer Participation Agreement

Please check the appropriate box below

☐ New Dealer	☐ Existing GOLD Dealer 85_ _ _ _ _

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

2023 Dealer Participation Agreement

The GOLD Program is designed by Continental Tire the Americas, LLC ("CTA") to enhance distribution of Continental and General Tire brand passenger and light truck tires listed on the enclosed GOLD Program Products & Rewards page, attached as Exhibit A, ("Tires") to independent dealers. The GOLD Program Distributor will develop new GOLD Dealer business and thereby increase retail distribution of those Tires.

This Dealer Participation Agreement is entered into between:

GOLD Program Distributor: 74 __ __ __ __ __

Name: _____

and

GOLD Program Dealer:

Name: _____

(hereafter "GOLD Distributor" and "GOLD Dealer") which shall be effective upon a fully executed Agreement (defined below) and shall expire December 31, 2023. To be enrolled in the GOLD Program:

1. GOLD Dealer must execute a GOLD Dealer Participation Agreement (which includes the attached Exhibits A, B, C & D, collectively the "Agreement") with a GOLD Distributor, and the Agreement must be submitted to CTA GOLD Program Headquarters by the GOLD Distributor along with (i) a copy of the required minimum opening order of twenty-four (24) Tires purchased within 30 days of the effective date of the fully executed Agreement; (ii) a voided check; and (iii) completed W-9. <u>It is mandatory for a GOLD Dealer to complete and submit Exhibit C (GOLD Dealer Information Form) for every dealer-owned Retail Location (as defined in the Agreement).</u>

2. GOLD Distributor must obtain written approval by CTA GOLD Program Headquarters to activate a GOLD Dealer account(s).

3. Each approved GOLD Dealer owned Retail Location will receive a GOLD Dealer account number from the GOLD Distributor.

CTA may decline to approve any GOLD Dealer at its sole discretion. CTA may withdraw its approval of a Dealer Participation Agreement at any time by written notice to GOLD Distributor. GOLD Distributor will immediately give written notice to GOLD Dealer to terminate GOLD Dealer's participation in the GOLD Program and the applicable Dealer Participation Agreement.

Changes to the GOLD Dealer Participation Agreement cannot be made without the prior written consent of CTA. The parties to this Agreement will abide by the provisions of the GOLD Dealer Program and the GOLD Dealer Participation Terms and Conditions.

GOLD DISTRIBUTOR

_____
(Signature - Authorized Representative)

Name: _____

Title: _____

Date: _____

GOLD DEALER

_____
(Signature - Authorized Representative)

Name: _____

Title: _____

Date: _____

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

GOLD DEALER PARTICIPATION TERMS AND CONDITIONS

Eligibility and Requirements of GOLD Dealer

A GOLD Dealer is any designated retail customer of a GOLD Distributor who agrees to all of the following conditions:

1. A "Retail Location" shall be defined as a brick and mortar location that sells to consumers and performs onsite mount and balance services. Car dealers and direct PLT customers of CTA are not eligible to participate in the GOLD Program.

2. On an annual basis, GOLD dealers must commit to purchase a minimum of 400 Continental and General brand Tires for a single Retail Location or a minimum of 800 Continental and General brand Tires combined across linked Retail Locations.

3. Sell Tires only from the Retail Location(s) designated in this Agreement (or additional GOLD Retail Location(s) as approved in writing by CTA in its sole discretion) and only directly to end consumers who purchase Tires at the Retail Location(s).

4. Tires wholesaled are not authorized for any GOLD Dealer Program benefits.

5. Identify each Retail Location with Continental and General Tire brand identification.

6. Purchase, inventory and display a minimum of two marketing lines of Tires listed on Exhibit A.

7. Participate in, at the request of CTA, training programs including self-study and certification.

8. Offer high quality, professional passenger and light truck service to the consumer.

9. Administer and service all CTA warranty and adjustment policies (including OE customers).

10. Disclose all owned Retail Locations using Exhibit C. A GOLD Dealer with owned Retail Locations identified on Exhibit C that share a federal tax identification number, and have been approved by CTA GOLD Program Headquarters, will be considered single ownership with Linked Retail Location accounts. Each Retail Location will have its own GOLD Dealer Account Number. The address provided on the W9 will be considered the GOLD Dealer Main Retail Location. GOLD Rewards and Volume Bonus (as defined below) achieved by the GOLD Dealer Main Retail Location and its linked Retail Locations will be paid to the GOLD Dealer Main Retail Location.

11. A GOLD Dealer with owned Retail Locations identified on Exhibit C that operate under the same ownership, but do not operate under the same federal tax identification number, must contact CTA GOLD Program Headquarters at pltgold@conti-na.com or 833-421-9584 to provide the required information for approval to establish linked GOLD Dealer accounts. Each Retail Location will have its own GOLD Dealer Account Number. The GOLD Dealer will designate its Main Retail Location. GOLD Rewards and Volume Bonus (as defined below) achieved by the GOLD Dealer Main Retail Location and its Linked Retail Locations will be paid to the GOLD Dealer Main Retail Location.

12. GOLD Dealer must notify GOLD distributor and CTA GOLD Program Headquarters (pltgold@conti-na.com) within 10 days of any changes in ownership of Retail Locations (additions or reductions).

13. Make available, at the request of the GOLD Distributor or CTA, all sales and purchase information necessary to verify performance pursuant to the terms of this GOLD Dealer Program.

14. GOLD Dealer may utilize websites to support consumer sales and advertise Continental and General brand Tires. Any Tires sold through websites must be installed at the GOLD Dealer Retail Location listed in the Agreement. GOLD Dealers must disclose any and all websites to be used for online sales and/or marketing of Continental or General Tire brand Tires in the GOLD Dealer Information section on Exhibit C of the Agreement. Websites not disclosed to CTA GOLD Program Headquarters are not allowed and will result in termination from the GOLD Program.

15. Any sales obtained via any marketplace, any online aggregator or any online only retailer are not allowed and will result in termination from the GOLD Program.

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

Selection of GOLD Distributor

For the purposes of earning and calculating GOLD Rewards and Volume Bonus as further defined below, GOLD Dealer shall choose one Primary GOLD Distributor. GOLD Dealer has the option to have a Secondary GOLD Distributor. Secondary GOLD Distributors may be requested by contacting CTA GOLD Program Headquarters at pltgold@conti-na.com or 833-421-9584. All linked GOLD Dealer accounts must sign with the same GOLD Distributor, including Secondary GOLD Distributor, if applicable. A minimum of ninety percent (90%) of GOLD Dealer's purchases must be from the Primary GOLD Distributor in order for GOLD Dealer to earn GOLD Rewards and Volume Bonus on purchases from their authorized Secondary GOLD Distributor.

In order for a GOLD Dealer to request a change to their Primary and/or Secondary GOLD Distributor, the GOLD Dealer must have participated in the GOLD Program with their current Primary and/or Secondary GOLD Distributor at least 365 days and be in good standing (financially current) with its current Primary and/or Secondary GOLD Distributor. GOLD Dealer must contact CTA GOLD Program Headquarters at 833-421-9584 to determine eligibility and request a GOLD Distributor Change Request form. All GOLD Distributor Change Requests are subject to approval by CTA GOLD Program Headquarters. Approved GOLD Distributor changes go into effect fourteen (14) days after the GOLD Distributor Change Request is received by CTA GOLD Program Headquarters unless the request is withdrawn by the GOLD Dealer before the 14th day.

GOLD Rewards and Volume Bonus

1. Quarterly, GOLD Dealer will earn cash rewards ("GOLD Rewards") on all qualified Tire purchases from its approved GOLD Distributor pursuant to Exhibit A. The quarterly GOLD Rewards are paid by CTA directly to GOLD Dealer that attains its quarterly purchase objectives, via direct deposit. At GOLD Dealer's request, a check can be mailed to the business for a fee of $15.00 per check. All checks/deposits will be made payable to the GOLD Dealer at either the Retail Location or the Main Retail Location, if applicable.

2. The quarterly GOLD Rewards will be calculated for all GOLD Dealer accounts who attain their quarterly objective to be paid pursuant to the table listed on Exhibit A. Quarterly GOLD purchase objective is set at 100 tires per Retail Location. GOLD Dealers with linked GOLD Dealer accounts will have a combined quarterly purchase objective based upon the number of Retail Locations multiplied by 100 Tires (e.g., GOLD Dealer has three Retail Locations, the combined quarterly purchase objective is 300 Tires, if Retail 1 Location purchases 150 Tires, Retail 2 Location purchases 100 Tires, and Retail 3 Location purchases 50 Tires, the GOLD Dealer's quarterly purchase objective is satisfied).

3. Quarterly GOLD Rewards and annual purchase objectives will be reduced for any Tire purchases that are returned for any reason.

4. Tires delivered to a National Account, authorized car dealer, and/or Government entities must be claimed via CONTILINK. Tires will count towards annual volume bonus rate attainment and will receive a flat $2.00 payment.

5. A Volume Bonus will be paid to GOLD Dealer who is tracking to its annual objective as provided in Exhibit B. The Volume Bonus will be paid quarterly for GOLD Dealer who is tracking to the minimum objective of 800 units annually with a year end "true up". A GOLD Dealer with linked Retail Locations will receive the Volume Bonus on total Tires. For an example of the Volume Bonus calculation, refer to Exhibit B for the GOLD Program Volume Bonus schedule.

6. At the end of the current calendar year, a reconciliation payment for GOLD Rewards will be made to GOLD Dealer that may have missed a quarterly objective, but has attained its annual purchase objective and/or purchased minimum of ninety (90%) from its Primary GOLD Distributor.

7. New GOLD Dealers will be enrolled on the first of the month with a prorated quarterly objective. Twenty-four (24) unit opening orders may be applied toward the first month's prorated objective.

8. The GOLD Program offers additional benefits to GOLD Dealers which include, but are not limited to: Dealer Marketing Suite, inclusion into the Dealer Locator on Continental managed websites, and is eligible to participate in the Continental RPM program if approved by the GOLD Dealer owner in Exhibit C. GOLD Dealers not meeting their quarterly purchase objective are not eligible for these additional program offerings. Further information on these additional benefits may be found in ContiLink.

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

2023 GOLD Program Rules and Guidelines

1. The GOLD Dealer Program applies to the purchase of Tires from an authorized GOLD Distributor and delivered directly to a GOLD Dealer Retail Location listed in the Agreement (no drop ship). GOLD Distributor will report the Tire purchases daily by each GOLD Dealer Retail Location. The Tire purchases must be reported by article number.

2. To be eligible to use current Continental and/or General Tire logos on any website, GOLD Dealer and GOLD Distributor who have any online Marketing/Sales site must be disclosed with CTA. CTA has the right to decline any GOLD Dealer or GOLD Distributor from using CTA logos for any reason.

3. Enrollment Schedule:

5th day of the last month of the quarter	Last day to nominate a dealer in ContiLink
15th day of the last month of the quarter	Last day to submit documents: Executed GOLD Dealer Agreement W9 Voided Check 24 unit opening order

Additional Terms and Conditions

1. GOLD Distributor and GOLD Dealer have each read and understand the GOLD Dealer Program and agree to abide by all its terms and conditions.

2. GOLD Distributor and GOLD Dealer will use their best efforts to promote sales of the Continental and General brand Tires.

3. GOLD Distributor and GOLD Dealer will use CTA trademarks only as authorized by CTA.

4. GOLD Program Distributor and GOLD Program Dealer shall not disclose the terms of this Agreement or the GOLD Dealer Program to any other party without the consent of CTA, except as required by law.

5. Active GOLD Dealers may participate in CTA's Dealer Business Suite via ContiLink which provides GOLD Dealers with access to discounts with CTA's third party vendors participating in its Dealer Business Suite. **GOLD Dealer hereby consents that CTA may provide its Dealer Business Suite third party vendors with GOLD Dealer's name and address.** GOLD Dealer agrees to: (i) release CTA from any and all damages relative to its participation in the Dealer Business Suite and (ii) indemnify and hold CTA harmless from and against any and all third party vendor claims, damages, liabilities, costs or expense (including legal fees) made or brought against, or suffered or incurred by, CTA in connection with the Dealer Business Suite.

6. The GOLD Dealer Program and this Agreement shall be governed by the laws of the State of North Carolina and any dispute involving this Agreement will be brought before a court located in Charlotte, North Carolina.

7. GOLD Dealer agrees to adhere to Continental's Business Partner Code of Conduct located at: https://www.continental.com/en/sustainability/sustainable-corporate-governance/business-partner.

8. CTA reserves the right to terminate this Agreement at any time, without cause or liability. GOLD Dealer and GOLD Distributor may terminate this Agreement with thirty (30) days written notification to CTA GOLD Program Headquarters.

9. This Agreement represents the entire agreement and supersedes any and all previous agreements and understandings between the parties relating to the subject matter hereof, and may be amended only in writing, signed by both parties.

10. CTA is not a party to this Dealer Participation Agreement, but is a third party beneficiary of certain obligations of the parties to such Agreement.

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

EXHIBIT A

2023 GOLD PROGRAM PRODUCTS & REWARDS

All Continental and General Tire brand products, as listed in Exhibit A, are eligible for GOLD Rewards. The GOLD Distributor will report daily all qualified Tire purchases by article number for each GOLD Dealer Retail Location.

GOLD Dealers are required to purchase and inventory with a minimum of two (2) marketing lines of Tires.
PLEASE CHECK THE BOXES BELOW TO IDENTIFY THE PRODUCT LINES YOU WILL CARRY.

Please check the product lines to be carried	Continental Tire	
	SportContact 6 (CLZ)	$10.00 per Tire
	SportContact 7 (A1T)	
	ContiSportContact5P (C44)	
	ContiSportContact5 (C1F)	
	ContiSportContact3 (CIL)	
	ContiSportContact2 (CAV)	
	CrossContact UHP (CB2)	
	ExtremeContactSport (CP9)	
	ExtremeContact Sport 02 (A25)	
	TerrainContact A/T (CPL)	
	TerrainContact H/T (TIP)	
	TrueContact Tour (TIF)	
	ExtremeContact DWS-06 Plus (A06)	
	PureContact LS (TIE)	
	CrossContact LX25 (CSE)	
	VikingContact 7 (V1B)	
	ContiProContact (CCH)	
	ProContact RX (C9T)	
	ProContact GX (C9U)	
	ProContact TX (C9V)	
	CrossContact LX Sport (CA0)	
	VanContact A/S (CPP)	
	VanContact Winter (CW3)	
	VancoFourSeason (CCG)	
	Continental Other (CZZ)	Counts toward annual purchase objective
	General Tire	
	Grabber APT (TK5)	$7.00 per Tire
	Grabber HD (TIJ)	
	Grabber HD Van (TZL)	
	G-MAX AS-05 (T2Z)	
	Grabber HTS60 (TBL)	
	G-MAX RS (T2M)	
	Grabber Arctic LT (TBM)	
	Grabber Arctic (T1K)	
	Grabber A/T X (T6X)	
	Grabber X3 (TK0)	
	AltiMAX RT43 (TK6)	$5.00 per Tire
	AltiMAX RT45 (T3U)	
	AltiMAX 365 AW (TKA)	
	AltiMAX Arctic 12 (T0Y)	
	General other (TZZ)	Counts toward annual purchase objective

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

EXHIBIT B

Volume Bonus Schedule*

	Express	Select	Elite**	Premier**
Year Tires	800	1,400	2,200	3,800+
Per Tire bonus	$2.00	$3.00	$4.00	$5.00

2023 Volume Bonus Tracking Schedule

Level	*Payment*	*END OF Q1*	*END OF Q2*	*END OF Q3*	*END OF Q4*
Express	**$2.00**	**200**	**400**	**600**	**800**
Select	**$3.00**	**350**	**700**	**1,050**	**1400**
Elite	**$4.00**	**550**	**1,100**	**1,650**	**2,200**
Premier	**$5.00**	**950**	**1,900**	**2,850**	**3,800**

Volume Bonus Examples

(Example for illustration based on 1 full year enrollment)

	800 Tires reported	1,400 Tires reported	2,200 Tires reported	3,800 Tires reported
Per Tire bonus	$2.00	$3.00	$4.00	$5.00
Year End Payment	$1,600	$4,200	$8,800	$19,000

GOLD Incentive Trip Opportunity**

	Elite	Premier			
Annual Units Purchased	2,200	3,800	4,400	6,000	7,600+
Single GOLD Retail Location	1 Elite Trip Earned	1 Premier Trip Earned maximum			
GOLD Dealer with Linked Retail Locations	1 Elite Trip Earned	1 Premier Trip Earned	1 Premier Trip OR 2 Elite Trips Earned	1 Premier Trip maximum AND 1 Elite Trip Earned	

*Yearly Objective will not be prorated. GOLD Dealers will have to reach the minimum Volume Bonus target of 800 units, regardless of sign up date.

**Each GOLD Dealer listed in the GOLD Dealer Participation Agreement that meets the minimum level of Elite (Volume Bonus Schedule above) and meets the minimum combined annual purchase objective (see GOLD Reward and Volume Bonus Section 2 above), may qualify for the GOLD Dealer incentive trip. GOLD Dealer with linked Retail Locations accounts may qualify for a maximum of two (2) GOLD Dealer incentive trips. GOLD trip example opportunities are shown above. GOLD Dealer incentive trips have no cash value and the trip details are defined and cannot be altered.

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

EXHIBIT C
GOLD DEALER INFORMATION FORM

GOLD Dealer MUST provide the following information for EVERY owned Retail Location:

Dealer Name	
Dealer Address	
City, State, Zip	
Contact Name	
E-mail address	
Your websites	
Federal Tax ID#	
Promotional Kit Type	☐ Large-Stand ☐ Small-Counter Card
Location Type	☐ Main Retail Location Linked Location Request
List any existing GOLD account numbers:	

Vendor Banking Information	
Payment Type	☐ ACH (direct deposit)* ☐ Check**
Name on Account	
Bank Name	
Address	
City, State, Zip	
County	
Branch Name	
Bank Key Routing #	
Bank Account #	

RPM Program (Retail Performance Motivation is CTA's individual employee incentive program)	
☐ Yes, I agree to allow my store employees to participate in CTA's RPM Program ☐ No, I do not agree to allow my store employees to participate in CTA's RPM Program	
Owners Signature	

GOLD Dealer must provide Tax ID #, vendor banking information and W9 form in order to receive cash rewards.
***A copy of a voided check is required for direct deposit payment.**
**** A $15.00 check processing fee will be deducted from your quarterly rewards.**

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

EXHIBIT C
GOLD DEALER INFORMATION FORM

Dealer Name	
Dealer Address	
City, State, Zip	
County	
Dealer Phone	
Dealer Fax	
Contact Name	
E-mail address	
Your websites	
Federal Tax ID#	
Promotional Kit Type	☐ Large-Stand ☐ Small-Counter Card
List any existing GOLD account numbers:	

Dealer Name	
Dealer Address	
City, State, Zip	
County	
Dealer Phone	
Dealer Fax	
Contact Name	
E-mail address	
Your websites	
Federal Tax ID#	
Promotional Kit Type	☐ Large-Stand ☐ Small-Counter Card
List any existing GOLD account numbers:	

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

EXHIBIT C
GOLD DEALER INFORMATION FORM

Dealer Name	
Dealer Address	
City, State, Zip	
County	
Dealer Phone	
Dealer Fax	
Contact Name	
E-mail address	
Your websites	
Federal Tax ID#	
Promotional Kit Type	☐ Large-Stand ☐ Small-Counter Card
List any existing GOLD account numbers:	

Dealer Name	
Dealer Address	
City, State, Zip	
County	
Dealer Phone	
Dealer Fax	
Contact Name	
E-mail address	
Your websites	
Federal Tax ID#	
Promotional Kit Type	☐ Large-Stand ☐ Small-Counter Card
List any existing GOLD account numbers:	

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

EXHIBIT D
GOLD PROGRAM PRIVACY NOTICE

Continental Tire the Americas, LLC and its affiliates and subsidiaries (collectively "CTA") are committed to protecting your personal information. This notice informs you of the CTA's practices concerning the collection, use, and disclosure of your personal information in connection with your enrollment and participation in the GOLD Program.

MODIFICATIONS

We may modify this Notice from time-to-time as the GOLD Program and applicable laws change. If we change this Notice, we will inform you by e-mail or by some other method of communication and, if necessary, obtain your consent to the extent required by applicable law.

QUESTIONS REGARDING THE GOLD PROGRAM, THIS NOTICE, AND SUPPLEMENTAL MATERIALS

For questions regarding your personal information, please contact pltgold@conti-na.com. CTA may make available specific websites, mobile applications, and other electronic resources in order to administer the GOLD Program and facilitate your participation in the GOLD Program. Your access to and use of such websites and mobile applications is governed by their respective terms of use and privacy policies.

SOURCES OF YOUR PERSONAL INFORMATION

To enroll in the GOLD Program, you must provide the information requested in the Agreement to which this Notice is attached. We do not collect information from other sources in connection with your enrollment in the GOLD Program.

CATEGORIES OF PERSONAL INFORMATION CTA COLLECTS

In providing the GOLD Program, CTA may collect, process, transfer, or otherwise have access to various information and data, including your personal information. As used in this Notice, "personal information" refers to any information relating to an identified or identifiable natural person or household, and includes the definition of "personal data", "personal information", or the substantial equivalent under applicable data protection laws and regulations.

In order to complete your enrollment in and administer the GOLD Program, CTA collects, processes, and uses the following types of personal information:

- **Identifiers,** such as legal name, alias, postal address, unique personal identifier, online identifier, IP address, email address, account name, driver's license number, passport number, or other similar identifiers.
- **Records about you and financial information**, such as your bank account number, credit card number, debit card number, government-issued Tax ID, or any other financial information.
- **Commercial information,** including records of creditworthiness, business transactions, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- **Professional and employment information,** such as your job title, business address, employment history, or other professional information.
- **Inferences** drawn from any of the above information to create a profile.
- **"Sensitive Personal Information"**, as such term is defined under applicable data protection laws, including:
  - Government-issued identification number, including Social Security Number.

HOW CTA USES YOUR PERSONAL INFORMATION

- **To Administer the GOLD Program and Enable Interactions Between You and CTA.**
- **For Our Internal Business Purposes.** CTA may use your personal information for our internal business purposes related to providing the GOLD Program. This includes, but is not limited to, maintaining internal business records; evaluating or auditing the GOLD Program and its associated technologies; evaluating and improving the quality of your interactions with CTA; designing new services; processing and cataloging your responses to surveys or questionnaires (e.g., customer satisfaction reviews); performing internal research for technological development and demonstration; conducting data analysis and testing; maintaining proper business records and other relevant records.
- **For Legal and Compliance Purposes.** Legal compliance requirements, compliance training, investigating and responding to claims against CTA and its agents and personnel, due diligence purposes (like in connection with a corporate transaction), and other related purposes.

Continental Tire the Americas, LLC (CTA) reserves the right to change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

- **For Safety and Security Purposes**. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity, environmental, health and safety, including monitoring and maintaining the security of the working environment with security cameras, maintenance of medical and sickness records and occupational health programs, keeping emergency contacts, behavioral safety, and statutory reporting obligations.
- **To Enable Performance of Services**. CTA may use your information to allow it and certain 3rd parties to perform services its behalf, or in relation to the administration of our relationship with you. This may include logistics, promotional and marketing services, development and training, IT administration of our technologies, network, and intranet, and IT security management and tasks.
- **For Marketing Purposes**. CTA may use your information to market our goods and services. Where required by applicable law, CTA will seek your consent prior to initiating such marketing campaigns, and CTA will make available opt-out and unsubscribe options as required.
- **For CTA's Legitimate Interests and/or Those of a 3rd Party**. A legitimate interest is when CTA has a business or commercial reason to use your information, so long as this is not overridden by your own rights and interests

WITH WHOM CTA SHARES YOUR PERSONAL INFORMATION

In providing the GOLD Program, CTA may share your personal information with the following recipients:

- **Affiliates and Subsidiaries.** CTA may share your personal information within the CTA group of companies, which includes parents, corporate affiliates, subsidiaries, business units and other companies that share common ownership for the purposes described above.
- **Service Providers.** CTA may share your personal information with 3rd party service providers working on behalf of us to provide the GOLD Program, support in our provision of the GOLD Program, or otherwise facilitate an interaction with CTA that you request or support our relationship with you (including, but not limited to Business Suite participants, hosting service providers, IT providers, operating systems and platforms, internet service providers, analytics companies, and marketing providers). CTA may contract with other companies to provide certain services, including shipping, identity verification, email distribution, market research, promotions management and payment processing. CTA provide these companies with only the information they need to perform their services and work with them to ensure that your privacy is respected and protected. These companies are prohibited by contract from using this information for their own marketing purposes or from sharing this information with anyone other than CTA.
- **Contractors and Business Partners.** CTA may also provide your personal information or provide access to your personal information to our contractors and business partners, including for third party marketing or as a sale. If legally required, CTA will seek your consent before engaging in such sharing activities.
- **For Legal, Security and Safety Purposes.** CTA may share your personal information with third parties such as law enforcement or other government agencies to comply with law or legal requirements; to enforce or apply the terms of the GOLD Program Participation Agreement and other agreements; and to protect our rights and the property or safety of CTA and CTA's employees, agents, and/or third parties.
- **In Connection with a Transaction.** If CTA sells some or all of our assets, or merge with or are acquired by another entity, including through a sale or in connection with a bankruptcy, CTA will share your personal information with that entity.
- **Any Other 3rd Party to Whom You Have Authorized or Requested the Disclosure.**

CHANGES TO PERSONAL INFORMATION

You may change any of the personal information you provide to us by contacting us at pltgold@conti-na.com. You may request deletion of your personal information, but please note that we may be required to keep this information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). When we delete any information, it will be deleted from the active database, but may remain in our archives or as otherwise permitted by applicable law.

YOUR RIGHTS

Please note that under applicable data protection laws and regulations you may have the following rights in connection with CTA's processing and use of your personal information as a controller of such personal information:

- **Right of Information.** You may receive information about your ability to refuse consent and the consequences associated with such refusal.
- **Right to Notice.** CTA provides this Notice, detailing how personal information is processed, including the third parties with which CTA has shared your personal information. CTA will provide updated notice and information any time the types of personal information processed and/or CTA's use and sharing of your personal information materially change.

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

- **Right to Revoke Consent.** You may withdraw consent at any time, and the CTA will stop processing and delete your personal information, subject to the CTA's right to retain the data as allowed for lawful purposes, including to comply with its legal obligations and to use it exclusively on an anonymized basis. Consent must be withdrawn in writing to privacy@continental.com.
- **Right of Access.** You may obtain from the CTA confirmation regarding whether personal information is being processed and, if it is, access to the personal information and additional information about the processing of such personal information.
- **Right to Correction/Rectification.** You may have inaccurate personal information corrected and have incomplete personal information made complete.
- **Right to Deletion.** You may have personal information deleted in certain circumstances.
- **Right to Restrict Processing.** You may have additional processing of personal information restricted and/or temporarily blocked while the sufficiency, necessity, accuracy, or legality of processing of the personal information is contested.
- **Right to Data Portability.** You may be able to receive personal information for the purpose of providing that personal information to another controller, either through you as our business customer or directly by CTA.
- **Right to Object.** You may object, at any time and on grounds relating to their particular situation, that processing of personal information is unnecessary or excessive.
- **Right to complain to a Supervisory Authority.** If you have a complaint about our privacy practices, you have the right to submit a complaint to a relevant supervisory authority.

Please e-mail Us at privacy@continental.com, or call Us at (833) 656-0555 to exercise the foregoing rights. We may request additional information from you as necessary to allow you to exercise your rights, and We may deny your request where we have a legitimate basis to do so. In the event that you request deletion of your personal information, please note that We may be required to keep this information and not delete it (or to keep this information for a certain time, in which case We will comply with your deletion request only after We have fulfilled such requirements). When We delete any information, it will be deleted from the active database, but may remain in our archives or as otherwise permitted by applicable law.

RETENTION

We will retain your personal information for as long as is necessary to provide the GOLD Program, to fulfill the purposes outlined in this Notice, and as otherwise required or permitted by applicable law. This includes retaining your personal information to provide you with the products or services you have requested and interact with you; maintain our business relationship with you; improve our business over time; ensure the ongoing legality, safety and security of our services and relationships; or otherwise in accordance with our internal retention procedures. Once you have terminated your relationship with us, we may retain your personal information in our systems and records to ensure adequate fulfillment of surviving provisions in terminated contracts, or for other legitimate business purposes, such as to enable easier future user onboarding, demonstrate our business practices and contractual obligations, or provide you with information about our products and services in case of interest.

In some circumstances you can ask us to delete your personal information. See **Your Rights** section above for additional information (**California residents, see also the Supplement for California Users below**).

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

SUPPLEMENTAL INFORMATION FOR CALIFORNIA RESIDENTS

If you are a California resident, this section applies. Pursuant to the California Consumer Privacy Act of 2018 and the California Privacy Rights Act of 2020 (collectively, California Privacy Laws), in the sections above CTA has provided a summary of the personal information that CTA has collected about you, the sources from which CTA has collected the personal information, the business or commercial purpose for which the personal information was collected, and the categories of third parties with whom CTA shares your personal information. Under California Privacy Laws, you may have specific rights.

WITH RESPECT TO YOUR ENROLLMENT IN THE GOLD PROGRAM, CTA DOES NOT "SELL" OR "SHARE" YOUR PERSONAL INFORMATION, AS THOSE TERMS ARE DEFINED UNDER CALIFORNIA PRIVACY LAWS.

Your Rights and Exercising Such Rights

California residents have certain rights, subject to legal limitations, regarding the collection, use, and sharing of personal information. California residents may exercise the following rights via emailing CTA at privacy@continental.com, or by calling (833) 656-0555.

- **Right to Know**. You have the right to request information about the categories of personal information CTA has collected about you, the categories of sources from which CTA has collected the personal information, the purposes for collecting the personal information, the categories of third parties with whom CTA has shared your personal information, and the purpose for which CTA has shared Your personal information ("Categories Report"). You may also request information about the specific pieces of personal information CTA has collected about you ("Specific Pieces Report").
- **Right to Correct.** You may have the right to request that CTA correct inaccurate personal information that CTA maintains about you.
- **Right to Delete**. You have the right to request that CTA delete your personal information.

We will not discriminate against You, in any manner prohibited by applicable law, for exercising these rights. Notwithstanding the foregoing, the foregoing rights may not apply in all instances, and CTA may deny your request where we have a legitimate basis to do so.

Verification

In order to exercise your rights, CTA will need to obtain information to locate you in CTA's records and/or verify your identity depending on the nature of the request. If you are submitting a request on behalf of a household, CTA will need to verify each member of the household in the manner set forth above. CTA will use commercially reasonable verification techniques, designed to balance the need to ensure that CTA does not provide your information to someone pretending to be you, while at the same time not making it too difficult for you to exercise your rights.

Authorized Agents

You may use an authorized agent to exercise you rights on your behalf. If you are making any of the requests above through an authorized agent, We will request written authorization from you and will seek to verify you as described above or CTA will accept a legal Power of Attorney under the California Probate Code to the authorized agent.

Timing

We will respond to Requests to Delete and Requests to Know within 45 days, unless CTA needs more time, in which case CTA will notify you and may take up to 90 days total to respond to your request.

Appeal

If CTA denies your rights request, you may have the right to appeal. To submit an appeal, privacy@continental.com. CTA will inform you in writing our response to your appeal

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

How We Disclose Your Personal Information

In the main body of the Notice above, CTA disclosed all of the categories of personal information that CTA collects, how it is used, with whom it is shared, and from what sources we receive it. The chart below provides supplemental information whom CTA has shared certain categories of personal information during the preceding 12 months for a business or commercial purpose related to the Agreement.

Categories of Personal Data We Collect	Categories of Third Parties With Whom We Disclose Personal Data for a Business or Commercial Purpose	Categories of Third Parties to Whom Personal Data is Sold or Shared
Identifiers	• Affiliates and Subsidiaries • Service Providers • Contractors and Business Partners • For legal, security, and safety purposes • In connection with a corporate transaction • Entities to which you have consented to the disclosure	• Not sold or shared
Records About You and Financial Information (Personal information subject to the California Customer Records Act)	• Affiliates and Subsidiaries • Service Providers • Contractors and Business Partners • For legal, security, and safety purposes • In connection with a corporate transaction • Entities to which you have consented to the disclosure	• Not sold or shared
Commercial information	• Affiliates and Subsidiaries • Service Providers • Contractors and Business Partners • For legal, security, and safety purposes • In connection with a corporate transaction • Entities to which you have consented to the disclosure	• Not sold or shared
Professional and employment information	• Affiliates and Subsidiaries • Service Providers • Contractors and Business Partners • For legal, security, and safety purposes • In connection with a corporate transaction • Entities to which you have consented to the disclosure	• Not sold or shared
Inferences	• Affiliates and Subsidiaries • Service Providers • Contractors and Business Partners • For legal, security, and safety purposes • In connection with a corporate transaction • Entities to which you have consented to the disclosure	• Not sold or shared

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

Sensitive Personal Information	• Affiliates and Subsidiaries • Service Providers • Contractors and Business Partners • For legal, security, and safety purposes • In connection with a corporate transaction • Entities to which you have consented to the disclosure	• Not sold or shared

Special Note Regarding Sensitive Personal Information

We only use and disclose your "sensitive" personal information (as the term "sensitive" is defined under California Privacy Laws) for the following purposes: (i) administering the GOLD Program and performing services or providing goods reasonably expected by an average consumer in relation to the Agreement; (ii) detecting security incidents; (iii) resisting malicious, deceptive, or illegal actions; (iv) ensuring the physical safety of individuals; (v) for short-term, transient use, including non-personalized advertising; (vi) performing or providing internal business services; or (vii) verifying or maintaining the quality or safety of a service or device. Where required by applicable law, we will obtain your consent prior to collecting or processing your sensitive personal information.

Continental Tire the Americas, LLC (CTA) reserves the right to: change or cancel this program at any time; disqualify any distributor or dealer from the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the right to audit all distributor and dealer sales and program records, including individual store locations.

EXHIBIT D

TIREBUYER AGREEMENT

(see attached)

Tirebuyer.com, LLC
Dealer Agreement

This Dealer Agreement, including all agreements, exhibits, Dealer programs and policies referenced herein ("**Agreement**"), is by and between Tirebuyer.com, LLC, a Delaware limited liability company ("**Tirebuyer**") and each retail tire dealer and installer of Tirebuyer who is determined to be eligible, qualified and in good standing by Tirebuyer in its discretion and satisfies the terms and conditions of this Agreement ("**Dealer**" or "**you**"). The relationship between Tirebuyer and the participating Dealer related to the subject matter hereof is governed by this Agreement and any operational policies adopted by Tirebuyer from time to time, which policies will be made available to the Dealer on request ("**Operational Policies**"). By selecting "I ACCEPT" you hereby agree to comply with and be bound by this Agreement in all respects without modification. This Agreement is effective as of the date of Dealer's acceptance, governs your relationship as a Dealer with Tirebuyer, and supersedes any previous dealer agreement, whether online or in tangible written form, between Tirebuyer and you but does not supersede any agreement you may have with American Tire Distributors, Inc. or its other affiliates ("**ATD**") which remain in full force and effect. Tirebuyer requests that you print and carefully read this Agreement in its entirety. IF ANY OF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE TO YOU FOR ANY REASON, YOU MUST SELECT "I DECLINE" AND WILL NOT BE ELIGIBLE TO ENROLL OR PARTICIPATE AS A DEALER UNDER THIS AGREEMENT.

Tirebuyer reserves the right to update and modify the terms and conditions of this Agreement from time to time without prior notice. Any change to this Agreement is effective immediately. You are responsible for regularly reviewing this Agreement. Your use of any Services following any such modification constitutes your agreement to follow and be bound by this Agreement as modified. Any updates or modifications to this Agreement will be reflected in a new version number and date of last update as indicated above. If you do not agree to any future modification of this Agreement, your sole and exclusive remedy is to cancel this Agreement as set forth below.

Table of Contents

Overview
Dealer Eligibility
Dealer Enrollment
Order Processing
Pricing
Receipt of Orders
Dealer Services
Customer Service: Returns and Warranty Claims
Dealer Website Terms of Service and Privacy Policy
Data and Privacy Laws
Cancellation and Termination
Dealer Warranties
Disclaimer
Indemnification
Insurance
Governing Law
Miscellaneous

Overview

Tirebuyer offers, sells and distributes from time to time certain automotive tires and related automotive products and services (the "**Products**") through certain websites owned or controlled by Tirebuyer such as www.tirebuyer.com (the "**Tirebuyer Websites**") and certain websites owned or controlled by third party commercial partners of Tirebuyer ("**Third Party Partners**" and "**Third Party Websites**") (collectively the Tirebuyer Websites and Third Party Websites, each a "**Website**" and together the "**Websites**"). Tirebuyer sells Products to end-user consumers and business to business clients (each a "**Customer**") through the Website and through special portals and/or telephone concierge with the option to have the Products provided fully installed on a vehicle (the "**Tirebuyer Online Network**"). Via the Tirebuyer Online Network, Customers may research, order and purchase Tirebuyer Products and may be offered the ability to select a participating Dealer to install, mount, balance and provide related services with respect to the purchased Tirebuyer Products on the Customer's vehicle at one of the Dealer's designated locations or via mobile install (the "**Dealer Services**"). As a qualified Dealer, you will be eligible to list your store location(s) on the Dealer locator page of the Websites (the "**Dealer Locator**") and offer the Dealer Services to Customers. You may also qualify for enhanced benefits as a VIP Partner of Tirebuyer, as further described below. The Customer may voluntarily search and select an alternative dealer to send the Tirebuyer Product and to perform installation, mounting, balancing and related services if they choose.

As determined by Tirebuyer, a Customer will either purchase the Dealer Services (a) from Tirebuyer who will subcontract those Dealer Services to be performed by Dealer, or (b) directly from the Dealer based on the referral from Tirebuyer through the Tirebuyer Online Network. Dealers acting as sub-contractors will be paid for Dealer Services from Tirebuyer, whereas those providing Dealer Services directly on their own behalf to Customer will be paid directly by the Customer.

Although Dealers must agree to certain terms, conditions and operational requirements as defined in this Agreement to be eligible to offer Dealer Services and participate in certain promotions and dealer programs that may be offered by Tirebuyer from time to time, participation and enrollment as a Dealer is completely voluntary on your part.

Tirebuyer has also established this Agreement (a) in an effort to deliver or exceed the expectations of the Customers visiting and buying on the Websites, (b) to set forth the minimum compliance and performance standards of all Dealers participating in the Dealer Services to ensure the most consistent and reliable service to our Customers, and (c) to govern an array of Dealer Program offerings which contain additional terms and may be detailed in an Exhibit to this Agreement or a related document (the "**Dealer Program**").

Dealer Eligibility

Tirebuyer and its partners have invested significant resources into the development of the Tirebuyer Online Network, both in terms of site development and substantial marketing to drive Customer traffic. In light of this investment and the importance of Customer satisfaction with the purchase process, Tirebuyer reserves the right to add or remove a Dealer from an Agreement in its sole discretion at any time.

Without limiting the foregoing, to be eligible to become and remain a Dealer, a Dealer must satisfy the following minimum criteria in addition to the other terms of this Agreement:

- First, a Dealer must be determined to be eligible and qualified by Tirebuyer in its discretion based on criteria that may be established by Tirebuyer from time to time and Dealer must be in good standing with Tirebuyer.

- Second, Dealer must operate an automobile-related business, and have the ability to install, mount and balance tires and wheels. Tirebuyer reserves the right to request references and a copy of your business license.

- Third, a Dealer must meet certain specific performance requirements established by Tirebuyer from time to time to be eligible for listing their store(s) on the Dealer Locator of the Websites. For instance, Customers ordering through the Websites may have the ability to rate their experience with the Dealer Services. Ratings may be based on a series of fixed questions with a numerical scale of one-star to five-stars. Dealer's average rating and any written comments may be published on the Dealer Locator and Dealer page(s) of the Websites. Dealers that receive inferior ratings, may be subject to removal by Tirebuyer in its sole discretion.

Tirebuyer reserves the right to establish additional eligibility criteria from time to time and to offer certain promotions and programs in connection with the Services based on qualification criteria determined by Tirebuyer in its discretion.

Dealer Enrollment

Each prospective Dealer is required to accurately and promptly complete an enrollment form and questionnaire made available by Tirebuyer or otherwise, to establish a Tirebuyer Dealer Account. Dealer will be required to verify its identity and accuracy of information through single sign-on authentication, two factor authentication, email confirmation or as otherwise determined by Tirebuyer. If you are an existing Dealer of ATD, all or a portion of your current ATD profile information from such Dealer's ATDOnline.com account or any other account maintained between Dealer and ATD may be imported into your Tirebuyer Dealer Account and Dealer is responsible for the accuracy of all such information on such account(s). The Tirebuyer Dealer Account may include but not limited to, all profile information, point of contact, participating dealer locations, hours of operation, contact information, terms, prices and tax information for services offered by the Dealer at each location, pictures of your stores, etc. Dealers are required to maintain accurate and complete updated information in its Tirebuyer Dealer Account at all times. A Dealer is responsible for all of its participating locations enrolled in the Tirebuyer Dealer Account by such Dealer.

Each Dealer may be issued a unique username and password upon completing the enrollment process. You are responsible for maintaining the confidentiality of your account and your password. By establishing a Tirebuyer Dealer Account, you represent that you are an authorized agent of the Dealer you are enrolling and that all information therein is correct. You also agree to accept responsibility for all activities that occur at the Website or your Tirebuyer Dealer Account under your account username and password. You hereby agree that Tirebuyer may publish and disclose the information provided by you on your Tirebuyer Dealer Account unless otherwise agreed by you and Tirebuyer in a signed writing after the date hereof.

Dealer shall provide such details as are required by Tirebuyer of all of the fixed locations at which it or any company or other organization owned, operated or controlled by it provides Dealer Services (the "**Dealer Network**"). Tirebuyer may (but is not required) to list the Dealer's entire Dealer Network of all the fixed locations at which it provides Dealer Services as an available installation center, on the Websites and Third Party Websites, including but not limited to, Dealer Services for Product supplied by Tirebuyer or alternative product supplied by a Third Party Partner, provided that the Dealer Network complies with the terms below.

Tirebuyer may list Dealers who as part of the Dealer Services operate mobile installation services ("**Mobile Dealer Services**") on the Websites and Third Party Websites, including but not limited to, Dealer Services for Product supplied by Tirebuyer or alternative product supplied by a Third Party Partner, provided they comply with this Agreement, the Operational Policies and any eligibility requirements established from time to time by Tirebuyer (any such Dealer satisfying such eligibility requirements being referred to as, "**Mobile Dealers**"). Mobile Dealers will be eligible to provide their Mobile Dealer Services at various locations selected by the Customer other than at the Dealer Network. Mobile Dealers must provide details to Tirebuyer of all ZIP codes at which they are prepared to offer their Mobile Dealer Services.

At the discretion of Tirebuyer, certain Dealers may be eligible to participate in the Tirebuyer VIP Program (the "**VIP Program**") which grants such eligible VIP Dealers additional rights and benefits. Any Dealer selected by Tirebuyer and desiring to participate in the VIP Program must enter into a VIP Partner Agreement in the form provided by Tirebuyer in addition to the terms of this Agreement.

Order Processing

As part of the Website experience, Customers will review, select and place an order ("**Order**") to purchase Tirebuyer Products and checkout through the Website. Customer credit card payments for the Tirebuyer Products will be processed and validated before the Customer's Order is processed and the Products purchased by the Customer are shipped to Dealer.

Customers will also be able to select from among participating Dealer locations as the ship to or mobile installation location for the Tirebuyer Products Ordered. The Dealer Services will be published for the Customer to review and select on the Website. Tirebuyer has total discretion as to the appearance of the Websites and the positioning of any listings or promotions relating to the Dealer Network or Dealer Services. Customers on the Website will be presented Dealer profile information based on the zip code and the type and availability of Dealer Services selected by the Customer.

At Tirebuyer's election, Tirebuyer may decide whether or not to collect payment for such Dealer Services from the Customer. Tirebuyer will identify in each order sent to the Dealer for the Dealer Services whether: (i) the Dealer is appointed to provide the Dealer Services on its own account, or (ii) the Dealer is appointed to provide the Dealer Services as a subcontractor of Tirebuyer. If the Dealer is appointed to provide the Dealer Services on its own account, unless we notify you otherwise, the the Dealer will be solely responsible for collecting payment for the Dealer Services at the time the Dealer Services are provided to the Customer, and Tirebuyer will have no liability or responsibility whatsoever for the payment or performance of the Dealer Services.

If, however, Tirebuyer elects to collect payment from a Customer for Dealer Services at the time of Order, Tirebuyer will communicate this to Dealer prior to implementation. Upon collection of such amounts, Tirebuyer will notify Dealer of the Dealer Services purchased by the Customer and remit the Dealer Fees for the Dealer Services included in the Order upon receipt of documentation requested by Tirebuyer evidencing the proper completion of such services to the satisfaction of the Customer. If Dealer does not timely submit such evidence to Tirebuyer, Dealer waives any right to such payment from Tirebuyer or the Customer, and agrees that Tirebuyer may retain such payment, as a liquidated damage and not as a penalty, and refund such amount to the Customer and may terminate Dealer's status as a dealer.

Once the Order has cleared, the Dealer will receive an email or similar communication indicating an Order has been processed and that the Tirebuyer Products have been shipped and delivered to the Dealer's physical location designated by the Customer. All Order confirmations and status updates will be communicated to the Dealer through either (i) email; (ii) SMS communication to a phone number; or (iii) any other reasonable Order confirmation method deemed appropriate by Tirebuyer. Dealer is responsible for maintaining the accuracy of the email address and general contact information in their profile and is responsible for checking its emails. Furthermore, Dealer agrees to process and maintain in real time, all calendar appointments for Dealer Services, including Mobile Dealer Services, using software as designated by Tirebuyer in writing.

The order and payment procedures for product and Dealer Services ordered through a Third Party Website or through a Third Party Partner in connection with a Dealer Program may vary. Tirebuyer, in its discretion, may inform Dealer of the terms of such Third Party procedures.

Dealer hereby grants to Tirebuyer a non-exclusive, perpetual, royalty free, worldwide license to use any trademarks, service marks, or logos belonging or licensed to the Dealer for the purpose of (a) the listing of the location of the Dealer Network and availability of Dealer

Services, (b) general reference and/or publication of the use of, or involvement with, the Tirebuyer Online Network by the Dealer; and (c) the provision of aggregated data packs to such persons as Tirebuyer may determine.

Tirebuyer grants to Dealer a non-exclusive, revocable, limited license for the duration of this Agreement to use designated trademarks, service marks or logos belonging to Tirebuyer as a general reference and/or publication of the involvement of the Dealer in the Tirebuyer Online Network. Dealer may not use the Tirebuyer name, logo, trademark or other brand assets to gain preferential listings on Google or other search engines for the Dealer's direct ecommerce sales.

Pricing

Tirebuyer's pricing for the Tirebuyer Products will be as communicated by Tirebuyer from time to time and subject to change in Tirebuyer's discretion. Each party which owns and controls the applicable Website may set the retail pricing for the Tirebuyer Products in its discretion, subject to any minimum advertised pricing policy as may be established by Tirebuyer or the manufacturer of the Tirebuyer Products.

Dealer is responsible for entering and maintaining pricing for its specified Dealer Services (the "**Dealer Fees**") via its Tirebuyer Dealer Account. Dealer must adhere to its specified Dealer Fee pricing at all times and any instructions provided by Tirebuyer with respect to such pricing. If Dealer wishes to amend its Dealer Fees, then it must give Tirebuyer at least seven (7) days' notice of such amendment in such format as Tirebuyer shall require.

Where the Dealer is providing the Dealer Services to the Customer directly as its own customer, the Customer will pay the Dealer Fees to the Dealer on completion of the Dealer Services. It is the Dealer's sole responsibility to collect that amount from the Customer and they shall have no recourse for that amount to Tirebuyer. Dealer will not charge the Customer any amount in respect of the supply of the Product.

Where Tirebuyer has appointed the Dealer as a sub-contractor, Tirebuyer will be providing the Dealer Services to Customer and sub-contracting them to the Dealer and Tirebuyer shall be liable for the Dealer Fees (and for the avoidance of doubt may elect to charge a Customer a different amount to that notified by the Dealer, provided it pays the Dealer the amount agreed with Dealer for the Install Services). Unless agreed otherwise in writing with the Dealer (including pursuant to a VIP Partner Agreement), Tirebuyer will pay to the Dealer any applicable Dealer Fees (plus any sales tax that is chargeable and not subject to exemption) no later than three business days following the day on which the installation to which they relate occurred (provided Tirebuyer have been able to verify that the installation did take place and have not received notice from the Customer of any unresolved dispute with the Dealer Services provided). Dealer agrees not to separately charge Customers for the supply of Dealer Services unless agreed otherwise with Tirebuyer.

In the event the Customer purchases a Tirebuyer Product that requires shipping using a third party such as UPS or FedEx, either Tirebuyer or the Customer will pay those applicable fees.

Customers will be charged local and state sales tax applicable for retail transactions for the Tirebuyer Products only based on the tax rate(s) maintained by the Website and any applicable mandated tire disposal fees based on the sale of the Tirebuyer Products. Dealer is responsible for charging, collecting and remitting any applicable taxes and any applicable labor taxes to the appropriate state and/or local government agencies based on the Dealer Services in the ordinary course of its business.

The Dealer agrees: (a) to comply with any and all applicable tax laws and regulations; (b) to accurately and timeously pay and report any sales tax liability on any Dealer Services or other sales that arise as a result of a Customer purchasing Products through the Tirebuyer Online Network; and (c) that Tirebuyer may at any time share information relating to Dealer Services by the Dealer and its Dealer Fees with any taxation authority for the purposes of the taxation authority ascertaining the liability of the Dealer and/or Tirebuyer for sales tax.

Where Tirebuyer has appointed a Dealer as a subcontractor, Tirebuyer is providing the Dealer Services to Customer and Tirebuyer shall be responsible for reporting and remitting sales tax on those Dealer Services and as between Tirebuyer and the Dealer (as a subcontractor). Sales tax shall be applied if required and only if an exemption is unavailable.

Receipt of Orders

Tirebuyer will arrange delivery of the Products purchased by the Customer to the Dealer's premises or will enable a Mobile Dealer to collect the tires from the distribution center of its tire supplier, for the sole purpose of installation for the Customer. Dealer shall take custody of the Products on delivery, hold them to the order of Tirebuyer until fitted to the Customer's vehicle and keep them separate from other Dealer stock (with labelling attached to identify them).

Dealer shall inspect Products received from Tirebuyer (the "**Inspection**") and Dealer acknowledges that Tirebuyer is relying on Dealer to do so. The Inspection shall be made: (a) prior to fitting Products, for any fault or defect in order to ensure that they are of a satisfactory

quality (the "**Pre-Fitting Inspection**") set by Tirebuyer and/or the relevant manufacturer of the Products from time to time; and (b) immediately after installing Products, to inspect such Products for any fault or defect in the Products, whether arising from the installation process or becoming apparent on fitting or otherwise (the "**Post-Fitting Inspection**").

Dealer will notify Tirebuyer immediately if the Products have such a fault or defect and shall not fit them to the Customer's vehicle (or, if already fitted, shall remove them). Tirebuyer will dispatch, or arrange a collection time for, a replacement Product upon notice they have failed the Inspection, and Dealer shall return the failed Product to Tirebuyer, all in accordance with the Operational Policies. Dealer will liaise with Tirebuyer and, if requested, will contact the Customer to rearrange the Dealer Services appointment and, if necessary, refit the Customer's original tires until the replacement tires are available.

In addition, it is agreed and acknowledged that:

- the Products provided by Tirebuyer for Dealer Services are not at any time during, or as a result of, any processes forming part of this Agreement, the property of the Dealer;

- in the event that Products that have been installed by the Dealer under this Agreement are returned by a Customer to the Dealer for any reason and are required (by the Customer or otherwise) to be removed from the Customer's vehicle, to promptly make available for inspection or pick up by or on behalf of Tirebuyer any and all such Products (and if any fault with the Product was discoverable at the Pre-Fitting Inspection or Post-Fitting Inspection but was not so discovered, leading to a Customer returning the Product, Dealer shall not be due any Dealer Fees for such installation and shall provide any Dealer Services required in respect of removal and/or replacement of the defective Product free of charge);

- in the event that duplicate Products are provided by Tirebuyer in relation to any Order, the unused duplicate Products: (i) will remain the property of Tirebuyer; (ii) shall not be used or sold by the Dealer and shall be made available for collection by Tirebuyer during business hours or, in the case of a Mobile Dealer who collected the tires from a distribution center, will be returned by Dealer to the relevant distribution center as soon as possible and within 5 days of pick up; (iii) the Dealer shall be liable for any duplicate Products that are used by it or damaged or lost whilst at its premises or in its custody;

- in the event that any Products provided by Tirebuyer pursuant to this Agreement are not suitable for the Customer's vehicle, Dealer will contact Tirebuyer for assistance and not source alternative Products other than via Tirebuyer; and

- in the event that the Dealer fails to retain and make available for collection (or, return in relation to Products collected by a Mobile Dealer from a distribution center, the Products to that distribution center) by or on behalf of Tirebuyer, the Dealer shall be liable for the full retail cost of each such Product and shall fully and effectively indemnify Tirebuyer against all costs, losses and expenses it may suffer as a result of the Dealer's failure to observe such terms.

Valid and completed Orders will be made available for pick-up (as applicable) or shipped to the selected Dealer's location via Tirebuyer's or its distribution partner's truck and/or common ground carrier (e.g. UPS, FedEx, etc.) and may include the following:

- Order delivery invoice or packing slip identifying the shipment as a Tirebuyer Order, the contents of the Tirebuyer Products shipped and the Customer's supplied contact information,
- DOT registration card(s), if applicable, and
- Special stickers or other marking on products indicating that they are pre-sold.

Unless stipulated otherwise by the Operational Policies, Dealer is required to contact the Customer within one (1) business day of receipt of Order confirmation to schedule their installation appointment based on the estimated time of product delivery. It is the responsibility of the Dealer to provide a completed DOT registration card(s) to the Customer at the time of installation.

The Dealer may not reject delivery of a pre-sold Website Order. If the Dealer refuses delivery of a pre-sold Website Order for any reason, the Dealer will be charged, and hereby agrees to pay, for the shipping costs incurred by Tirebuyer on both the inbound and return delivery.

Dealer Services

The Dealer will provide the Customer with all basic services associated with the installation of Products to a vehicle (including mounting, balancing and disposal of the original Product, as applicable) and will offer the Customer such other services as Dealer has informed Tirebuyer are available at the Dealer's location(s). Tirebuyer may through their Operational Policies determine that certain minimum services must be included in each Dealer Service. The Dealer Services will be carried out to a professional standard by properly trained technicians capable of safely performing damage-free installations. For the avoidance of doubt, the same standards are required in respect of Dealer Services whether carried out by a Mobile Dealer or a fixed location Dealer. Notwithstanding anything herein or in the

Operational Policies or any act, omission, standard or minimum service established by Tirebuyer, Dealer is solely and exclusively responsible for all of its Dealer Services.

All rights under this Agreement are non-exclusive and Tirebuyer provides no guarantees as to the volume of Dealer Services referred.

Tirebuyer will identify in each Order sent to the Dealer for the Dealer Services whether the Dealer is appointed to provide the Dealer Services on their own account, or whether the Dealer is appointed to provide the Dealer Services as a subcontractor of Tirebuyer. Dealers acting as subcontractors will be paid for Dealer Services by Tirebuyer, whereas those providing Dealer Services on their own behalf to the Customer will be paid directly by the Customer.

Tirebuyer shall notify the Dealer by electronic means that a Customer requires Dealer Services at a specific location, and the type and quantity of Products to be Installed. Dealer undertakes to: (a) confirm to Tirebuyer whether they accept or reject the Dealer Services; and (b) confirm to Tirebuyer (or, if required by the Operational Policies, to Customer) an appointment time for Dealer Services, each in accordance with the Operational Policies.

Each Dealer agrees to perform all Dealer Services in a timely, professional and workmanlike manner, using personnel reasonably skilled and trained in performance of such services, and exactly as described on the Website. The Website may allow the Dealer to communicate with the Customer via email, SMS messaging or similar communications. All interaction with the Customer by Dealer shall be in a professional and respectful manner that increases the goodwill of the Dealer, Website and Tirebuyer. Dealer is not an agent of Tirebuyer and shall not take any actions or make any statements on behalf of or intended to bind Tirebuyer. Tirebuyer may determine that certain minimum services must be included in each installation.

At the time of Ordering, a consumer's selection of the Dealer is largely factored on the scope of Dealer Services offered by such Dealer and, if applicable, the published Dealer Fees, each as provided by the Dealer in its Tirebuyer Dealer Account. A Dealer shall not refuse to provide the Dealer Services offered to the Customer on any Website or charge the Customer any amounts in excess of the Dealer Fees for such Dealer Services quoted on the applicable Website.

The Dealer may not re-sell any pre-sold Tirebuyer Products subject to a Website Order or use them for any purpose other than to perform the Dealer Services with respect to such Tirebuyer Products for the designated Customer.

Dealer shall require each Customer to sign or initial a purchase order or other writing (paper or electronic) acknowledging that the Tirebuyer Products and Dealer Services have been installed and accepted by Customer to Customer's satisfaction. Dealer shall retain such written acknowledgements for at least 90 days following completion of the Dealer Services and provide a copy to Tirebuyer immediately upon request. If requested by Tirebuyer, Dealer shall also certify to Tirebuyer that it has provided and performed the Dealer Services accurately and completely. Dealer shall install the tires purchased by the Customer at Dealer's location and shall not allow the Customer to remove the tires without being installed by Dealer.

In the event Dealer refuses or fails to perform the Dealer Services for the Customer, charges or attempts to charge the Customer amounts for such Dealer Services in excess of the quoted prices therefor, re-sells the Ordered Tirebuyer Products, installs different products on the Customer's vehicle than the Tirebuyer Products ordered by such Customer or otherwise violates its obligations under this Agreement, to the greatest extent permitted by applicable law, Tirebuyer reserves the right to charge the Dealer, and Dealer hereby agrees to pay Tirebuyer, as a liquidated damage and not as a penalty, the full amount of the Order, plus all shipping and restocking fees. In any such event, Tirebuyer may also immediately terminate this Agreement, remove Dealer from the Dealer Locator, remove the Dealer page, re-route all pending Orders to other Dealers and/or take such other action as it deems appropriate.

Dealer acknowledges and agrees that it is solely responsible for providing the Dealer Services, and hereby waives, discharges and releases, and agrees to indemnify, defend and hold harmless Tirebuyer and its designated third-party service providers, ("**Service Providers**") and their respective affiliates, employees, officers, directors, representatives and assigns, from and against any and all claims, losses, damages, expenses, costs (including attorneys' fees) arising from or related to Dealer's acts or omissions, any breach of this Agreement, the performance or nonperformance of the Dealer Services or any violation of applicable laws, rules or regulations, including without limitation, any claim by a Customer relating to the foregoing.

For Mobile Dealer Services, Tirebuyer will deliver the Products to a place of business of the Mobile Dealer or the Mobile Dealer will be required to collect the Products from Tirebuyer's distributor, all in accordance with the Operational Policies and the instructions in the Order. Mobile Dealer will provide a complete "contactless" experience whereby the Customer can receive Mobile Dealer Services without having to come into physical contact with, visit the premises of or enter into the mobile van with, the Dealer's operatives (including, to the extent necessary, availability of contactless payment services).

Customer Service; Returns and Warranty Claims

Tirebuyer is primarily responsible for all Customer service interactions and shall manage all disputes or issues with Customers. Dealer should provide reasonable assistance to any Customer in relation to issues arising with any Product supplied by Tirebuyer, including notifying Tirebuyer of the issue. Dealer will not be entitled to any fee or other reimbursement for providing such assistance.

Dealer agrees that Tirebuyer may contact each Customer and request feedback on the Products purchased and the Dealer Services. Dealer agrees that Tirebuyer may use that data to rank the Dealer against other dealers and may publish details of Customer feedback on its site or otherwise publish it to third parties.

Unless expressed otherwise in a Dealer Program, if a Customer requests a return prior to installation, Dealer shall facilitate the return through the Tirebuyer customer service department. If such return is appropriate, Tirebuyer customer service will create a RMA number and communicate to the Customer and the Dealer. The Dealer or Customer will return the Tirebuyer Product with the RMA number using the prescribed shipping method and call tag. Once Tirebuyer receives the correct, undamaged, uninstalled product from the Customer or Dealer, Tirebuyer will take the steps necessary to refund the Customer's purchase price, less any applicable restocking fee(s).

In the event that any Products provided by Tirebuyer are not suitable for the Customer's vehicle, Dealer will contact Tirebuyer for assistance and not source alternative Products other than via Tirebuyer.

Once the Tirebuyer Products are installed on a Customer vehicle, no product returns will be accepted except through an approved warranty return, unless permitted otherwise in accordance with a Dealer Program. Warranty claims for Tirebuyer Products sold through the Website and installed on a vehicle will be coordinated with Tirebuyer and handled by the Dealer in the same manner as they would for any other retail sale at their establishment.

Dealer Website Terms of Service and Privacy Policy

Dealer will post terms of service ("**Dealer Website Terms**") and a privacy policy ("**Dealer Website Privacy Policy**") in a reasonably prominent manner on any websites owned, controlled or operated by Dealer ("**Dealer Website**"), applicable to Customers of the Dealer Website. The content of the Website Terms and Website Privacy Policy must be in compliance with applicable laws in Dealer's jurisdiction, and must include notice to users of the Dealer Website that information submitted by users to the Dealer Website will be transmitted to and shared with third parties that may be located in other countries, in order to provide services to such users, including but not limited to transaction processing and fraud prevention. Such Dealer Website Terms and Dealer Website Privacy Policy must include terms and conditions as may be required by Tirebuyer and/or any Service Provider to address the provision of the Services.

Dealer is solely responsible for all of the terms and conditions of the transactions conducted on or through Dealer Website, including, without limitation, terms regarding payment, returns, warranties, shipping, handling, transportation, storage, insurance, fees, applicable taxes, title and licenses, all of which must be in accordance with applicable law.

Data and Privacy Laws

Tirebuyer is the owner of the data that it receives and collects from Customers on its Website or otherwise including Personal Information, as defined below ("**Customer Data**"). On referring or subcontracting a Customer to the Dealer for Dealer Services, Tirebuyer will provide to the Dealer the Customer Data that the Dealer reasonably requires to fulfil the order. Tirebuyer takes its obligations regarding security of, and access to, Customer Data very seriously. The Dealer agrees to: (a) abide by any policies of Tirebuyer regarding Customer Data in full; (b) comply in full with all applicable laws regarding security, access and prevention of loss of Customer Data; and (c) not use Customer Data for any purpose other than providing the Customer with the Dealer Services instructed by Tirebuyer. Failure to comply with this Cause will be a material breach of this Agreement.

Dealer agrees to provide full and accurate data to Tirebuyer in respect of the following ("**Dealer Data**"): (a) Dealer Fees based on size/type of Products, and cost of other Dealer Services; (b) Dealer Network location, opening hours and calendar of availability to carry out installation work; (c) Contact details at each part of the Dealer Network for referral of Customers and a responsible management member; and (d) additional services available at each part of the Dealer Network. Dealer undertakes to keep such Dealer Data up to date in such manner as stipulated by Tirebuyer in the operational policies or otherwise. Tirebuyer may engage third parties (each a "**Data Partner**") to liaise with Dealers in respect of the onboarding process and ongoing data acquisition process. Dealer authorizes Tirebuyer to share the Data with each Data Partner and agrees to liaise with each Data Partner in providing Dealer Data. Tirebuyer or its Data Partner will advise of the required data file format for the provision of Dealer Data and provide ongoing support in relation to capture of Dealer Data.

Dealer shall comply with all applicable federal, state, and local laws, rules and regulations, including all federal or state privacy and data protection laws including, without limitation, the California Customer Privacy Act of 2018, Cal. Civ. Code § 1798.80, *et seq*. ("**CCPA**"), and any implementing regulations relating to the same ("**Applicable Laws**").

Dealer agrees that with respect to any "personal information" of consumers or other individuals, as defined by Applicable Laws, disclosed by Tirebuyer to Dealer pursuant to or in connection with this Agreement (collectively, "**Personal Information**"), Dealer will not "sell" such Personal Information, as that term is defined by the CCPA.

Both parties agree that any Personal Information disclosed by Tirebuyer to Dealer in connection with this Agreement is at the direction of the consumer to whom such Personal Information relates and, as such, the disclosure of such information to Dealer does not qualify as a "sale," as that term is defined by the CCPA.

In the event Dealer learns of or has reason to believe that any suspected or actual unauthorized access, disclosure, misuse, manipulation, transmission, disclosure, viewing, destruction, or use of Tirebuyer' systems or information, including Tirebuyer' confidential information (a "**Security Event**") has occurred, Dealer shall: (a) provide immediate written notice to Tirebuyer, and in any event not later than twenty-four (24) hours with a written notification to follow within twenty-four (24) hours; (b) promptly investigate the Security Event; (c) obtain written consent from Tirebuyer, not to be unreasonably withheld, prior to disclosing any Tirebuyer confidential information to any third party in connection with the Security Event; (d) only to the extent required by law, or in Tirebuyer's sole discretion, notify the individuals whose information was disclosed that a Security Event has occurred; (e) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Security Event; (f) remain solely liable for all costs and claims that may arise from the Security Event, including, but not limited to: litigation (including attorney's fees) and reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Security Event); and (g) provide all proposed third-party notification materials to Tirebuyer for review and approval prior to distribution. In the event of a Security Event, Tirebuyer may, in its sole discretion, take immediate action, including suspension or termination of all or parts of this Agreement, without further obligation or liability of any kind.

Upon termination or expiration of this Agreement, or upon the request of Tirebuyer, Dealer shall promptly return all Tirebuyer confidential information of Tirebuyer (whether in hard copy or electronic form, and including any copies, extracts, descriptions and summaries thereof) or, with Tirebuyer' written consent, Dealer shall promptly destroy it (including any copies, extracts, descriptions and summaries thereof) and will further provide Tirebuyer with written certification of destruction. Notwithstanding the foregoing, Dealer shall be permitted to keep a copy of such information on an archived or backup system in accordance with its usual practices, and for no other use, commercial or otherwise.

Dealer agrees that for the duration of this Agreement and for two (2) years after its termination, it will keep in confidence any confidential information of Tirebuyer, including the terms of this Agreement, and will not disclose that confidential information to any person without the written consent of the other party. The duty of confidentiality under this Agreement will not extend to a matter which either party can show (i) has become part of the public domain (ii) was lawfully in the possession of the recipient before the disclosure (iii) was independently known by a third party that was entitled to disclose the information (iv) is required to be disclosed under any applicable law.

Cancellation and Termination

Dealers may cancel their Tirebuyer Dealer Account, this Agreement and the Dealer Services on any Website by giving not less than three (3) months' written notice to Tirebuyer or by any other means specified in writing by Tirebuyer. Dealer shall remain obligated under this Agreement with respect to any pending Orders until Dealer provides all Dealer Services with respect thereto; provided, that upon receipt of such cancellation notice, Tirebuyer may reassign pending Orders to other Dealers. Dealer pages will be removed within approximately ten business day(s) of receipt of written notice. Unless otherwise directed in writing, notice to cancellation should be sent to:

Tirebuyer.com, LLC
Attention: Tirebuyer Dealer Locator
Copy: Dealer's Tirebuyer Relationship Contact
P.O. Box 3145 (via U.S. Mail)
[12200 Herbert Wayne Ct., Suite 150 (via UPS/Fed Ex)
Huntersville, North Carolina 28070-3145]

Tirebuyer may suspend or terminate Dealer's eligibility, status as a Dealer, participation in any Tirebuyer Website or Third Party Website, the Dealer Services and this Agreement at any time in Tirebuyer's sole discretion, with or without cause, with or without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party. Unless cancelled or terminated, this Agreement (as may be modified from time to time) shall continue in effect indefinitely.

Upon any termination of this Agreement, (i) Tirebuyer and Dealer will be released from all obligations and liabilities to the other party occurring or arising after the date of such termination or the transactions contemplated hereby, except with respect to those obligations which by their nature are designed to survive termination as provided herein; provided that no such termination will relieve Dealer from any liability arising from any breach of this Agreement occurring prior to termination; (ii) Tirebuyer's acceptance of additional referrals obtained through Dealer shall not constitute a continuation or renewal of this Agreement or a waiver of such termination, (iii) all rights and licenses granted to Dealer hereunder shall immediately terminate (for purposes of clarification, this does not affect any franchise or license agreements with Tirebuyer); (iv) Dealer shall immediately cease all uses of any Tirebuyer Content and shall immediately remove same from the Website and (v) any rights granted under this Agreement will automatically terminate, and Dealer must destroy, delete and remove all physical and electronic copies of all of Tirebuyer and Tirebuyer's intellectual property and confidential information conveyed under the Agreement and certify such destruction, deletion and removal in writing to Tirebuyer. Any outstanding and undisputed credit balance shall be paid by Tirebuyer to Dealer within fifteen (15) days of the termination date, and an outstanding debit balance shall be paid by Dealer to Tirebuyer within fifteen (15) days of termination of this Agreement.

Tirebuyer may assign its rights and obligations under this Agreement. Dealer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Tirebuyer. Any assignment without prior written consent is invalid and not binding.

No waiver of any rights or obligations under this Agreement shall be (i) implied, whether by course of dealing or a failure or delay to exercise a right or power or (ii) effective unless in writing and signed by the party holding such right or power.

Dealer Warranties

Dealer hereby represents, warrants and covenants that: (a) it is the legal beneficial owner of all of the intellectual property rights (including Dealer Data) of any kind or nature ("**IPR**"), and/or that it possesses a valid license to use any and all such IPR, provided to Tirebuyer in relation to the listing of the Dealer Network and/or Dealer Services on the Website or otherwise through the Tirebuyer Online Network; (b) use by Tirebuyer of the IPR provided will not infringe any IPR owned by any third party, and there is and will be no claim against Tirebuyer by any third party arising in relation to the use of such IPR; (c) it is properly authorized and licensed in each territory in which it does business to provide Dealer Services; (d) the person signing or otherwise agreeing the Dealer Pledge Agreement on their behalf has authority to enter into agreements on their behalf; and (e) it will not induce or encourage in any way any Customer to cancel an Order placed as a result of the Tirebuyer Online Network.

DISCLAIMER

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TIREBUYER, ATD, THEIR AFFILIATES, THIRD PARTY PARTNERS AND SERVICE PROVIDERS AND THEIR RESPECTIVE AFFILIATES AND SERVICE PROVIDERS (THE "**PROVIDING PARTIES**") MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF ANY WEBSITE, THIRD PARTY WEBSITE, TIREBUYER ONLINE NETWORK, ECOMMERCE SERVICES, TIREBUYER CONTENT, TIREBUYER CONTENT PAGES, INTERNET SERVICES AND INTERNET PRODUCTS CONTAINED ON OR ACCESSIBLE THROUGH ANY OF THEM FOR ANY PURPOSE. ALL INFORMATION, PRODUCTS AND SERVICES BY ANY PROVIDING PARTY ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. THE PROVIDING PARTIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THEIR WEBSITES, PRODUCTS AND SERVICES, AND PRODUCTS INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS, AND FREEDOM FROM ERRORS, VIRUSES, BUGS, OR OTHER HARMFUL COMPONENTS, AND DO NOT GUARANTY ANY LEVEL OF BUSINESS OR TRANSACTION VOLUME BY BEING A DEALER. NOTWITHSTANDING ANY TERM OR PROVISION CONTAINED IN THIS AGREEMENT AND EXCEPT WHERE OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WHATSOEVER SHALL ANY PROVIDING PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, ANY THIRD PARTY WEBSITE WITH THE DELAY OR INABILITY TO USE THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY PRODUCTS AND SERVICES AVAILABLE OR OBTAINED ARISING OUT OF THE USE OF THE WEBSITE OR ECOMMERCE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE PROVIDING PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. NO PROVIDING PARTY WARRANTS THAT THE WEBSITES OR ECOMMERCE SERVICES WILL MEET DEALER'S OR CONSUMER'S EXPECTATIONS, BE SECURE, TIMELY, UNINTERRUPTED OR FREE FROM DEFECTS OR ERRORS, OR THAT DEFECTS OR ERRORS WILL BE CORRECTED, OFFERS A WARRANTY OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OF USING THE WEBSITES OR ECOMMERCE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CUSTOMER BASE, COMMERCIAL ADVANTAGE, OR RISK OF INJURY TO DEALER'S, CUSTOMER'S OR ANY USER'S SYSTEMS OR NETWORK AND SHALL BE LIABLE TO DEALER, CUSTOMER, ANY USER OR ANY THIRD PARTY FOR ANY USE OF OR INACCURACY IN ANY MATERIALS OR FOR ANY TRANSACTIONS PROCESSED THROUGH THE WEBSITES OR ECOMMERCE SERVICES. TIREBUYER'S TOTAL LIABILITY TO THE DEALER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER CAUSED IN

ANY CALENDAR YEAR, WILL BE LIMITED TO A MAXIMUM OF THE DEALER FEES RECEIVED BY DEALER FROM TIREBUYER (EITHER DIRECTLY OR BY CUSTOMERS WHO ATTEND FOR DEALER SERVICES ARRANGED BY TIREBUYER) UNDER THE AGREEMENT IN THE CALENDAR YEAR IN WHICH THE LIABILITIES OR LIABILITY AROSE (OR, IF LESS, $100,000). BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING SHALL NOT LIMIT ANY MANUFACTURER WARRANTIES APPLICABLE TO THE PRODUCTS, WHICH ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITES OR ECOMMERCE SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DECLINE ACCEPTANCE OF THIS AGREEMENT OR CANCEL YOUR DEALER STATUS.

This section shall survive termination or expiry of this Agreement.

Indemnification

Dealer shall indemnify, defend and hold harmless Tirebuyer and the Providing Parties and their respective parent, subsidiaries, affiliates, predecessors, successors and assigns and their respective agents, officers, directors and employees harmless from and against any and all losses, liability, demand, costs, claims, damages (including reasonable attorney's fees and expenses and allocable fees of in-house counsel), which may arise from or in connection with or related to (i) any acts and omissions of the Dealer, including without limitation, any alleged breach by Dealer of any of the terms and conditions of this Agreement or any Operational Policy, (ii) performance or nonperformance of the Dealer Services, the Dealer Website and any use of the Websites or ecommerce services, (iii) any Dealer content, trademarks, profile information or other data and materials on any Websites, submitted to Tirebuyer via the Tirebuyer Dealer Account or otherwise, including, without limitation, claims relating to infringement thereof with the patent, copyright, trade secrets, know how, trademark, service mark, trade dress or other intellectual property rights of any third party, or false or deceptive advertising, (iv) violation of any applicable laws, rules and regulations, including without limitation as related to any Customer Data, (vi) any damage, loss or liability arising from personal injury to Customer (or its officers, representatives, employees or any other person) (together "**Customer Attendees**"), to any vehicle or any other person or property arising from Dealer's actions or omissions in the course of providing Dealer Services, and (vii) any fault or defect in the workmanship of the Dealer (or any person it delegates that role to) arising from the installation services. Dealer shall permit Tirebuyer to participate in any such action to the extent that Tirebuyer, in its discretion, believes necessary and using counsel of its choice (at Dealer's expense). Dealer shall not settle any such action or claim without the prior written consent of Tirebuyer.

THE DEALER WILL BE WHOLLY AND EXCLUSIVELY LIABLE TO CUSTOMERS AND TIREBUYER FOR ANY ACT, OMISSION, FAULT OR DEFECT ARISING FROM THE FITTING OF PRODUCTS AND/OR THE PROVISION OF DEALER SERVICES (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ALL WORK PERFORMED BY THE DEALER IN RELATION TO THE CUSTOMER'S VEHICLE PURSUANT TO THIS AGREEMENT) OR ARISING FROM ANY FAULT OR DEFECT IN THE PRODUCTS WHICH SHOULD HAVE BEEN APPARENT FROM THE PRE-FITTING INSPECTION, THE POST-FITTING INSPECTION AND/OR ON FITTING. THE DEALER HEREBY AGREES TO INDEMNIFY AND TO KEEP ALL PROVIDING PARTIES FULLY AND EFFECTUALLY INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DAMAGES, LOSSES, FINES, PENALTIES, EXPENSES (INCLUDING LEGAL COSTS) AND COSTS INCURRED, SUSTAINED OR SUFFERED BY ANY OF THEM OR ANY MEMBER OF ITS GROUP AS A RESULT OF, OR IN CONNECTION WITH, (A) ANY ACT, OMISSION, FAULT OR DEFECT IN THE WORKMANSHIP OF THE DEALER IN FITTING PRODUCTS AND/OR PROVIDING DEALER SERVICES (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ALL WORK PERFORMED BY THE DEALER IN RELATION TO THE CUSTOMER'S VEHICLE), WHETHER PURSUANT TO THIS AGREEMENT OR OTHERWISE, AND/OR (B) ANY ACT, OMISSION, FAULT OR DEFECT IN THE PRODUCTS WHICH SHOULD HAVE BEEN APPARENT FROM THE PRE-FITTING INSPECTION, THE POST-FITTING INSPECTION AND/OR ON FITTING. SAVE TO THE EXTENT REQUIRED BY LAW, NO PROVIDING PARTY SHALL HAVE OR ACCEPT ANY RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY LOSS INCURRED, SUSTAINED OR SUFFERED BY THE DEALER HOWSOEVER ARISING IN RELATION TO, OR IN CONNECTION WITH, ANY FAULT OR DEFECT IN THE PRODUCTS AND/OR THE DEALER SERVICES AND NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (SAVE TO THE EXTENT REQUIRED BY LAW), IS MADE BY TIREBUYER TO THE DEALER OR CUSTOMER AS TO THE CONDITION OR QUALITY OF THE PRODUCTS.

TIREBUYER RESERVES THE RIGHT, AT THE DEALER'S EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER THAT IS SUBJECT TO INDEMNIFICATION UNDER THIS SECTION. IN SUCH CASE, DEALER AGREES TO COOPERATE WITH ANY REASONABLE REQUESTS ASSISTING TIREBUYER'S DEFENSE OF SUCH MATTER. DEALER WILL NOT AT ANY TIME ADMIT LIABILITY OR OTHERWISE SETTLE OR COMPROMISE, OR ATTEMPT TO SETTLE OR COMPROMISE, SUCH CLAIM OR ACTION EXCEPT UPON THE EXPRESS WRITTEN INSTRUCTIONS OF TIREBUYER.

This section will survive termination or expiry of this Agreement.

Insurance

Dealer shall maintain at its expense, throughout the duration of the Agreement and for a period of one year thereafter, insurance of the types and at or above the minimum amounts specified below. All insurance coverages will be evidenced to Tirebuyer by certificates of insurance (on an Accord form), which shall be submitted to Tirebuyer prior to registration as a Dealer hereunder and on an annual basis thereafter (or at any other time on request). Coverage provided to the additional insureds by the Dealer will be primary, and not excess over or contributing with any insurance maintained by the additional insureds. In the event that the Dealer fails to furnish such requested certificates of insurance or fails to maintain such insurance during the Term, Customer shall have the right to withhold any or all payments until the Dealer has complied with all of the insurance requirements set forth herein.

Dealer Insurance Required:

(i) *Commercial General Liability*: $1,500,000 minimum limits per occurrence/$5,000,000 general aggregate;

(ii) *Professional Liability/Errors & Omissions*: $1,000,000 minimum limits;

(iii) *Auto Liability*: $1,000,000 minimum limits per occurrence and $2,000,000 general aggregate minimum combined BI/PD each accident covering owned, non-owned, hired and any other vehicles used in Dealer's operations;

(iv) *Garage Liability*: $1,000,000 minimum limits per occurrence and $1,000,000 general aggregate including Premises, Products/completed operations, personal injury, advertising injury, and contractual liability for insured contracts; and

(v) *Workers' Compensation and Employers Liability*: Statutory Workers' Compensation Coverage; All States Endorsement;

All policies must be written on an occurrence basis. The above Limits may be achieved through a combination of primary and umbrella/excess coverage. All insurance coverages listed in Section (i), (ii), (iii) and (iv) above, shall name the following as additional insureds: "Tirebuyer.com, LLC, its affiliates any and all of their respective affiliates, subsidiaries, directors, officers, employees, agents, representatives, successors and assigns." The type and minimum limits of insurance stipulated in this Agreement will not, in itself, be construed to be a limitation of liability of Dealer. Tirebuyer may vary these requirements at any time by notice in writing of not less than 14 days. Tirebuyer may suspend any Dealer Services if at any time, Dealer is unable to prove to Tirebuyer's satisfaction that the required insurance coverage is in place.

Governing Law

This Agreement will be construed in accordance with the laws of the State of North Carolina, U.S.A., without regard to any conflict of law provisions. Any dispute arising by virtue of this Agreement will be submitted and finally resolved exclusively by, and you hereby agree to the exclusive jurisdiction of, confidential binding arbitration in Charlotte, North Carolina, United States. Arbitration under this agreement shall be conducted by a single arbitrator under the then prevailing Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement or any similar agreement, whether through class arbitration proceedings or otherwise. Notwithstanding the foregoing, in the event that you have in any manner violated or threatened to violate our intellectual property rights or the intellectual property rights of any third party, we or such third party may seek injunctive or other relief against you in any court having appropriate jurisdiction and you agree and acknowledge that the district and superior court of North Carolina, located in Mecklenburg County, North Carolina, USA and the United States District Court for the Western District of North Carolina, located in Charlotte, North Carolina, USA shall have jurisdiction over you in any such matter and shall be a proper venue for such matter. Regardless of any statute or law to the contrary, any claim or action arising out of or regarding this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Miscellaneous

Dealer is responsible for compliance with the applicable local laws in the jurisdiction from which it operates and represents and warrants such compliance. Dealer represents and warrants that it shall have all appropriate authority and rights to grant the rights granted hereunder. The Website Terms of Use and Privacy Policy are incorporated into this Agreement by reference and form a part hereof, and by agreeing to this Agreement, you agree to comply with the additional terms and conditions set forth therein. Unless otherwise specified herein, or unless the Dealer is party to the VIP or related Program, this Agreement constitutes the entire agreement between Dealer and Tirebuyer with respect to the Websites and ecommerce services and supersedes all prior or contemporaneous communications, proposals and agreements, whether electronic, oral or written, between Dealer and Tirebuyer with respect to the Websites and ecommerce services.

If any part of this Agreement is determined to be invalid or unenforceable for any reason, then such portion will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Any failure by Tirebuyer to insist upon or enforce strict performance of any provisions of this Agreement shall not be construed as a waiver of any provisions or right. Neither the course of conduct between Tirebuyer and Dealer, nor trade practices shall act to modify any provision of this Agreement. Tirebuyer is either acting in a contractor relationship with Dealer as its sub-contractor, or it is acting as an independent referrer of business to Dealers, in each case as it specifies and in the latter case it provides separate products and services to the same joint Customers. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Tirebuyer as a result of this Agreement. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given upon confirmed receipt by the addressee. Except as otherwise elected by Tirebuyer as set forth herein, upon Dealer's breach of this Agreement, Tirebuyer may pursue any legal or equitable remedy available, including but not limited to, direct, consequential and punitive damages and injunctive relief, and Tirebuyer's remedies are cumulative and not exclusive. In the event that any of this Agreement conflicts with any other terms and conditions contained within the Website, then this Agreement shall control. Neither this Agreement, nor any right or license granted hereunder or any portion hereof, may be assigned or transferred by Dealer to any third party, by operation of law or otherwise, without the prior written consent of Tirebuyer. Tirebuyer may assign its rights and obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

© Copyright 2021. Tirebuyer.com, LLC. All Rights Reserved.

AFTER READING THE FOREGOING IN ITS ENTIRETY, PLEASE SELECT ONE OF THE FOLLOWING. BY SELECTING "**I ACCEPT**", I AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

[__] I ACCEPT **[__] I DECLINE**

Signature: _____

Print Name: _____

Date: _____

EXHIBIT E
STATE SPECIFIC ADDENDAS
DISCLOSURE REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the Franchise Disclosure Document for Tire Pros Francorp, LLC, in connection with the offer and sale of franchises for use in the State of California, shall be amended to including the following:

1. Item 5, "Initial Fees," is amended as follows:

Payment of the initial franchise fee is postponed until all of our initial obligations to you are completed and your Center is open for business.

2. Item 3, "Litigation," shall be supplemented by the addition of the following paragraph after the first paragraph of the Item:

Neither Tire Pros Francorp, LLC, nor any person identified in Item 2 above, is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as the result of a concluded or pending action or proceeding brought by a public agency, or to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, et seq.) suspending or expelling such person from membership in such association or exchange.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by the addition of the following paragraphs at the end of the Item:

California Business and Professions Code 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

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

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

The Franchise Agreement requires binding arbitration. The arbitration will occur at a suitable location chosen by the arbitrator in North Carolina with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

5. Section 31125 of the Corporations Code requires us to give you a disclosure document in a form approved by the Commissioner of Business Oversight before we ask you to consider a material modification of an existing franchise.

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

7. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT *www.dbo.ca.gov*.

DISCLOSURE REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 to 705/44 the Uniform Disclosure Document for Tire Pros Francorp, LLC, for use in the State of Illinois, shall be amended to include the following:

Illinois law governs the Franchise Agreement(s).

Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to Franchisee, and Franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

DISCLOSURE REQUIRED BY THE STATE OF INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23 2 2.5 1 to 23 2 2.5 51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23 2 2.7 1 to 23 2 2.7 10, the Franchise Disclosure Document for Tire Pros Francorp, LLC, for use in the State of Indiana, shall be amended as follows:

1. Item 8, "Restrictions on Sources of Products and Services," shall be amended by the addition of the following language:

> Any benefits derived as a result of a transaction with suppliers for Indiana franchisees will be kept by us or our affiliates as compensation for locating suppliers and negotiating prices for you.

2. Item 12, "Territory," shall be amended by the addition of the following paragraph:

> We will not compete unfairly with you within a reasonable area.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs at the end of the Item:

The Indiana Deceptive Franchise Practices Act requires that any release executed by a franchisee or transferor must not include any claims arising under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act.

The Indiana Deceptive Franchise Practices Act requires that Indiana law govern any cause of action which arises under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act.

4. No release language set forth in the Disclosure Document or the Franchise Agreement shall relieve us, or any other person directly or indirectly form liability imposed by the laws concerning franchising of the State of Indiana.

5. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23 2 2.5 1 to 23 2 2.5 51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23 2 2.7 1 to 23 2 2.7 10, are met independently without reference to this Addendum to the Disclosure Document.

DISCLOSURE REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. §14-201 et. seq. (2010 Repl. Vol. and Supp. 2012), the Franchise Disclosure Document for Tire Pros Francorp, LLC, for use in the State of Maryland, shall be amended as follows:

1. Item 5, "Initial Fees," is amended as follows:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all Initial Franchise Fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended to include:

The general release language required as a condition of renewal, sale and/or assignment or transfer shall apply except for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended to include:

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended to include:

The Franchise Agreement provides for termination upon your bankruptcy. This provision might not be enforceable under federal bankruptcy law (11. U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

5. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended to include:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of your franchise. Any limitation on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.

6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. §14-201 et. Seq. (2010 Repl. Vol. and Supp. 2012), are met independently without reference to this Addendum to the Disclosure Document.

DISCLOSURE REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Tire Pros Francorp, LLC, for the offer of franchises for use in the State of Minnesota, shall be amended to include the following:

1. Item 5, "Initial Fees," is amended as follows:

The initial franchise fee is deferred until your Center opens for business and we have completed our initial obligations to you under the Franchise Agreement. The Franchise Agreement provides for deferral of all initial fees and payments until you open your Center for business.

2. Item 13, "Trademarks," shall be amended by the addition of the following paragraph immediately after the fourth paragraph:

The Minnesota Department of Commerce requires us to indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of our trademark infringes trademark rights of the third party. We do not indemnify against the consequences of a franchisee's use of our trademark except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, the franchisee must provide notice to us of any such claim within 10 days and tender the defense of the claim to us. If we accept the tender of defense, we have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs at the end of the Item:

Pursuant to Minn. Rule 2860.4400D, any general release of claims a transferor may have against us or our officers, directors, shareholders and employees, including, without limitation, claims arising under federal, state, and local laws, rules and ordinances shall exclude such claims as the transferor may have under the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or

reduce any of your rights provided for in Minnesota statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

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

6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this Addendum to the Disclosure Document.

DISCLOSURE REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the General Business Law of the State of New York, Article 33, Sections 680-695, the Franchise Disclosure Document for Tire Pros Francorp, LLC, for use in the State of New York, shall be amended as follows:

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT I OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. 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. The following is added at the end of Item 3:

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

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

B. No such party has pending actions, other than routine litigation incidental to the business, 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.

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (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 that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. 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 proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

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

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

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

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

9. Modifications that we make to our Manual as permitted by the Franchise Agreement will not impose an unreasonable economic burden on you.

DISCLOSURE REQUIRED BY THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, and the policies of the Office of State of North Dakota Securities Commission, the Franchise Disclosure Document for Tire Pros Francorp, LLC, for use in the State of North Dakota, shall be amended as follows:

1. Item 5, "Initial Fees," is amended to include the following:

The initial franchise fee is deferred until your Center opens for business and we have completed our initial obligations to you under the Franchise Agreement. The Franchise Agreement provides for deferral of the initial franchise fee until you open your Center for business.

2. A contractual requirement that you sign a general release will not apply to claims you may have under the North Dakota Franchise Investment Law.

3. The Franchise Agreement requires that you consent to the jurisdiction of a court in North Carolina. This provision may not be enforceable under North Dakota law because North Dakota law precludes you from consenting to jurisdiction of any court outside of North Dakota.

4. Provisions requiring you to consent to a waiver of trial by jury have been determined to be unfair, unjust and inequitable within the intent of § 51-19-09 of the North Dakota Franchise Investment Law. You should note that any waiver of your right to a jury trial, as set for in the Franchise Agreement, may not be enforceable under North Dakota law.

5. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently referenced to this Addendum to the Disclosure Document.

DISCLOSURE REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the Franchise Disclosure Document for Tire Pros Francorp, LLC, for use in the State of Rhode Island, shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph at the end of the Item:

§ 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.

2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this Addendum to the Disclosure Document.

DISCLOSURE REQUIRED BY THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Franchise Investment Law, SDCL §§ 37-5B-1 through 37-5B-53, and the policies of the South Dakota Division of Securities, the Franchise Disclosure Document for Tire Pros Francorp, LLC, for use in the State of South Dakota, shall be amended as follows:

1. Item 5, "Initial Fees," is amended as follows:

The initial franchise fee is deferred until we have completed our initial pre-opening obligations to you under the Franchise Agreement and your Center is open for business. The Franchise Agreement provides for deferral of the initial franchise fee until you open your Center for business.

DISCLOSURE REQUIRED BY THE STATE OF VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, Va. Code Ann. § 13.1-564, the Franchise Disclosure Document for Tire Pros Francorp, LLC, for use in the State of Virginia, shall be amended as follows:

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

2. Items 17 (d) and 17 (e) are amended to include the following:

Section 9.3, Termination Without Cause, of the Franchise Agreement may not be enforceable under Section 13.1-564 of the Virginia Retail Franchising Act.

DISCLOSURE REQUIRED BY THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, the Franchise Disclosure Document for Tire Pros Francorp, LLC, for use in the State of Washington, shall be amended as follows:

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. The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

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

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

8. 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.

EXHIBIT F
FINANCIAL STATEMENTS

(see attached)

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
DECEMBER 31, 2022 AND JANUARY 1, 2022

HCVT
HOLTHOUSE | CARLIN | VAN TRIGT LLP

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
TABLE OF CONTENTS
DECEMBER 31, 2022 AND JANUARY 1, 2022

	Page No.
Independent Auditor's Report	1 – 2
Financial Statements:	
Balance Sheets as of December 31, 2022 and January 1, 2022	3
Statements of Operations for the fiscal years ended December 31, 2022 and January 1, 2022	4
Statements of Member's Equity for the fiscal years ended December 31, 2022 and January 1, 2022	5
Statements of Cash Flows for the fiscal years ended December 31, 2022 and January 1, 2022	6
Notes to Financial Statements	7 – 12

HCVT
HOLTHOUSE | CARLIN | VAN TRIGT LLP

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Tire Pros Francorp, LLC:

Opinion

We have audited the accompanying financial statements of Tire Pros Francorp, LLC (a wholly owned subsidiary of American Tire Distributors, Inc.) (the "Company"), which comprise the balance sheets as of December 31, 2022 and January 1, 2022 and the related statements of operations, member's equity and cash flows for the fiscal years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above 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 the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve

HCVT
HOLTHOUSE | CARLIN | VAN TRIGT LLP

collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Holthouse Carlin & Van Trigt LLP

Westlake Village, California
April 19, 2023

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
BALANCE SHEETS

As of	December 31, 2022	January 1, 2022
Assets		
Current assets:		
Cash and cash equivalents	$ 623,249	$ 528,469
Other receivables	2,697,077	1,302,946
Prepaid dealer trips and events	696,467	-
Deposits and other current assets	188	34,414
Note receivable from Parent	2,000,000	2,000,000
Total current assets	6,016,981	3,865,829
Intangible asset, net	3,000,000	3,500,000
Total assets	$ 9,016,981	$ 7,365,829
Liabilities and Member's Equity		
Current liabilities:		
Customer rebates	$ 1,648,173	$ 3,988,330
Accrued expenses and other current liabilities	80,192	1,490,888
Total current liabilities	1,728,365	5,479,218
Commitments and contingencies (see Notes)		
Member's equity	7,288,616	1,886,611
Total liabilities and member's equity	$ 9,016,981	$ 7,365,829

See accompanying notes to financial statements.

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
STATEMENTS OF OPERATIONS

For the fiscal years ended	December 31, 2022	January 1, 2022
Revenues:		
Initial franchise fees	$ 209,102	$ 153,832
Ongoing franchise fees	4,685,875	4,676,420
Advertising revenues	12,429,280	10,048,925
Miscellaneous revenues	619,720	512,262
Total revenues	17,943,977	15,391,439
Costs and expenses:		
Advertising expense, net	10,893,169	7,064,558
Purchase rebates	5,195,452	8,350,562
Salaries and employee benefits	4,857,403	4,627,865
Amortization	500,000	500,000
General and administrative	3,743,349	5,614,511
Total costs and expenses	25,189,373	26,157,496
Loss from operations	(7,245,396)	(10,766,057)
Other income:		
Interest income	222,444	222,633
Total other income	222,444	222,633
Loss before provision for income taxes	(7,022,952)	(10,543,424)
Provision for income taxes	-	-
Net loss	$ (7,022,952)	$ (10,543,424)

See accompanying notes to financial statements.

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
STATEMENTS OF MEMBER'S EQUITY

	Member Units 100 Units Authorized, 100 Units Issued and Outstanding		Additional Paid-in	Accumulated	
	Units	Amount	Capital	Deficit	Total
Balance at January 2, 2021	100	$ -	$ 19,385,734	$ (12,917,327)	$ 6,468,407
Net loss	-	-	-	(10,543,424)	(10,543,424)
Contributions from Parent	-	-	5,961,628	-	5,961,628
Balance at January 1, 2022	100	-	$ 25,347,362	$ (23,460,751)	$ 1,886,611
Net loss	-	-	-	(7,022,952)	(7,022,952)
Contributions from Parent	-	-	12,424,957	-	12,424,957
Balance at December 31, 2022	100	$ -	$ 37,772,319	$ (30,483,703)	$ 7,288,616

See accompanying notes to financial statements.

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
STATEMENTS OF CASH FLOWS

For the fiscal years ended	December 31, 2022	January 1, 2022
Cash flows from operating activities:		
Net loss	$ (7,022,952)	$ (10,543,424)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Amortization	500,000	500,000
Expenses paid on behalf of the Company by Parent	12,424,957	5,961,628
Change in operating assets and liabilities:		
Other receivables	(1,394,131)	1,299,008
Prepaid dealer trips and events	(696,467)	24,150
Deposits and other current assets	34,226	(24,937)
Customer rebates	(2,340,157)	1,463,421
Accrued expenses and other current liabilities	(1,410,696)	1,424,867
Net cash provided by operating activities	94,780	104,713
Net change in cash and cash equivalents	94,780	104,713
Cash and cash equivalents, beginning of fiscal year	528,469	423,756
Cash and cash equivalents, end of fiscal year	$ 623,249	$ 528,469
Supplemental disclosure of noncash financing activities:		
Conversion of amount due to Parent to equity	$ 12,424,957	$ 5,961,628

See accompanying notes to financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations Tire Pros Francorp, LLC (the "Company") was formed as a limited liability company ("LLC") in the state of California on December 18, 2018. Formerly known as Tire Pros Francorp, a California corporation, the Company is engaged in the business of selling and administering franchises for retail centers operated under the tradename Tire Pros. Tire Pros' retailers sell, install and repair tires and related automotive products and services in the continental United States. The Company is 100% owned by American Tire Distributors, Inc. (the "Parent").

Fiscal Year The Company's fiscal year end is based on either a 52- or 53-week period ending on the Saturday closest to December 31. The 2022 fiscal year began on January 2, 2022 and ended on December 31, 2022. The 2021 fiscal year began on January 3, 2021 and ended on January 1, 2022. Both the 2022 fiscal year, which ended December 31, 2022, and the 2021 fiscal year, which ended January 1, 2022, contain operating results for 52 weeks.

Method of Accounting The Company maintains its accounting records under the accrual method of accounting in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Cash and Cash Equivalents The Company considers cash on hand, deposits in banks, and investments with original maturities of three months or less to be cash and cash equivalents.

Use of Estimates The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as reported amounts of revenue and expenses during the reporting period. Such estimates include the fair value of the recorded intangible asset and accrued customer rebates. Actual results could differ from those estimates.

Revenue Recognition Revenue is recognized in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 606, *Revenue from Contracts with Customers* ("ASC 606"). The underlying principle of this guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration that the entity expects that it will be entitled to receive in exchange for those goods or services. Under ASC 606, revenue is recognized when controls of the promised goods or services transfers to the customer as determined by applying a five-step process consisting of:

Step 1: Identification of customer contracts
Step 2: Identification of the performance obligations in the contracts
Step 3: Determination of the transaction price
Step 4: Allocation of the transaction price to each of the performance obligations in the contracts
Step 5: Recognition of revenue when, or as, each of the identified performance obligations is satisfied

The Company generates revenues through selling and administering franchises for retail centers operated under the tradename Tire Pros. The following are the Company's primary sources of revenues:

- ***Initial Franchise Fee Revenue*** Upon entering into a franchise agreement, the Company charges an upfront initial franchise fee for, among other things, providing program overview training courses and new dealer orientation. The initial franchise fee is fully collectible and nonrefundable and ranges from $1,500 to $7,000 for a 5-year term. The Company collects initial franchise fees when franchise agreements are signed. The revenue from initial franchise fees is recognized when the Company's initial services and obligations to the franchisee, per the franchise agreement, have been substantially completed. Management has reviewed revenue recognition of initial franchise fees in accordance with ASC 606 and determined that the amount of revenue recognized under the current method remains substantially unchanged from recognizing the initial franchise fee on a straight-line basis over the franchise agreement term in accordance with ASC 606.

- ***Ongoing Franchise Fee Revenue*** The Company charges monthly franchise fees, or royalties, which represent recurring fees paid by the franchisee in accordance with the franchise agreements. The ongoing franchise fee is set at a fixed amount and ranges from $450 to $695 per month. The Company's primary performance obligation under the franchise agreement is granting certain rights to use the Company's intellectual property and all other services the Company provides. The revenue from ongoing franchise fees is recognized as earned on a monthly basis as the performance obligation related to these fees is satisfied over time as the Company fulfills its obligations under the franchise agreement.

- ***Franchise Advertising Fee Revenue*** Franchisees pay a monthly marketing fee as reimbursement for advertising and promotional services that the Company provides. Under ASC 606, the Company is determined to act as the principal in these arrangements as the Company has the ability to control a promised good or service before transferring that good or service to the customer. Therefore, under the ASC 606, the Company recognizes advertising fees collected from franchisees in revenues and records all expenses within advertising expenses on a gross basis in the accompanying statements of operations.

- ***National Advertising Fund*** The Company has established a marketing fund (the "National Advertising Fund") for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials for the Tire Pros franchise. Advertising may be disseminated in various types of media such as print, radio, television, the internet and billboards. Franchisees pay a monthly fee as a contribution to the National Advertising Fund, in accordance with the provisions of the franchise agreements. The use of amounts received by the National Advertising Fund is restricted to promotional, marketing, advertising, and public relations purposes and for the Tire Pros brand promotion. The Company has complete discretion over the usage of the funds and is responsible for administering and controlling the National Advertising Fund. The National Advertising Fund is accounted for separately from the Company's other funds and is not used to pay any of the Company's general operating expenses, except for reasonable salaries, administrative costs, travel expenses and overhead that is spent on activities administering the National Advertising Fund and its programs. Under ASC 606, the Company recognizes the monthly contributions collected from franchisees in advertising revenues and records all expenses associated with the National

Advertising Fund within advertising expenses on a gross basis in the accompanying statements of operations.

Cooperative Advertising Programs and Advertising Costs The Company participates in cooperative advertising and marketing programs ("co-op") with its vendors. Co-op funds are provided to the Company generally based on certain metrics stipulated by the vendors that offer such programs. A portion of the funds received must be used for specific advertising and marketing expenditures incurred by the Company or its customers. The co-op funds received by the Company from its vendors are accounted for in accordance with the accounting standards related to accounting for cash consideration received from a vendor, which requires that the Company record the funds received as an offset to specific costs incurred in promoting the vendor's products. The co-op funds that are provided to the Company's customers are accounted for in accordance with authoritative guidance related to accounting for cash consideration given by a vendor to a customer, which requires that the Company record the funds paid as a reduction of revenue since no separate identifiable benefit is received by the Company.

The Company charges advertising production costs to expense the first time an advertisement is run. Media (television and print) placement costs are expensed in the month the advertising appears. Advertising expense, net of co-op funds received from vendors amounted to $10,893,169 and $7,064,558 for the fiscal years ended December 31, 2022 and January 1, 2022, respectively.

Prepaid Dealer Trips and Events The Company hosts an annual national business conference for dealers and sponsors various events throughout the year. For the fiscal years ended December 31, 2022 and January 1, 2022, the Company prepaid amounts of $696,467 and $0, respectively, for the dealer trip and sponsored events that occurred subsequent to each fiscal year end.

Customer Rebates The Company offers rebates to its customers when certain metrics are achieved, generally related to the volume of sales. The Company estimates rebate amounts based on the rebate rates they expect customers will achieve for the full year. These estimates are periodically revised to reflect rebates actually earned by customers. As of December 31, 2022 and January 1, 2022, rebates owed to customers totaled $1,648,173 and $3,988,330, respectively.

Recoverability of Long-Lived Assets In accordance with FASB ASC 360-10, *Impairment or Disposal of Long Lived Assets*, long-lived assets with estimable useful lives, such as purchased intangibles subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the future net undiscounted cash flows expected to be generated by the asset. If the carrying amount of the asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. No impairment losses were recognized for the fiscal years ended December 31, 2022 and January 1, 2022.

Fair Value Measurements FASB ASC 820, *Fair Value Measurements and Disclosures* ("ASC 820") defines fair value, establishes a framework for measuring fair value under accounting principles generally accepted in the United States of America and enhances disclosures about fair value measurements. Fair value is defined under ASC 820 as the price that would be received to sell an

asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date.

Valuation techniques used to measure fair value under ASC 820 must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The three levels of the fair value hierarchy under ASC 820 are as follows:

Level 1 Pricing inputs are quoted prices available in active markets for identical assets or liabilities as of the reporting date.

Level 2 Pricing inputs are quoted prices for similar investments, or inputs that are observable, either directly or indirectly, for substantially the full term through corroboration with observable market data. Level 2 includes assets and liabilities valued at quoted prices adjusted for legal or contractual restrictions specific to these assets and liabilities.

Level 3 Pricing inputs are unobservable, supported by little or no market activity, and reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability.

Income Taxes The Company is treated as a disregarded entity for federal income tax purposes.

The Company accounts for income taxes in accordance with FASB ASC 740, *Income Taxes* ("ASC 740"). ASC 740 clarifies the accounting for uncertainty in income taxes recognized in a company's financial statements and prescribes a recognition threshold of more likely than not and a measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. In making this assessment, the Company must determine whether it is more likely than not that a tax position will be sustained upon examination, based solely on the technical merits of the position and must assume that the tax position will be examined by taxing authorities. Management believes there were no uncertain tax positions at December 31, 2022 and January 1, 20212 that would more likely than not be subject to tax by the taxing authorities. For jurisdictions in which tax filings are prepared, with few exceptions, the Company and the Parent are no longer subject to income tax examination by state tax authorities for tax years through 2018, and no examinations are currently pending.

Concentration of Credit Risk The Company places its temporary cash with high credit quality financial institutions and, by policy, limits the amount of investment exposure to any one financial institution. The Company collects franchise fees from various independently owned Tire Pros franchises throughout the United States, reducing the concentration of credit risk.

The Company maintains cash and cash equivalent balances that at times exceed amounts insured by the Federal Deposit Insurance Corporation. The Company has not experienced any losses on these accounts and believes it is not exposed to any significant credit risk in this area.

The Company had one advertising vendor that accounted for more than 10% of total advertising purchases for the fiscal year ended December 31, 2022. The Company had two advertising vendors

that accounted for more than 10% of total advertising purchases for the fiscal year ended January 1, 2022. The Company does not believe that the concentration subjects the Company to additional risk as there are multiple other vendors that provide the same services.

Accounting Standards Adopted in Fiscal 2022 During fiscal 2022, there have been no new, or existing, recently issued accounting pronouncements that are of significance, or potential significance, that have a material impact on the Company's financial statements.

2. LIQUIDITY, RISKS AND UNCERTAINTIES

The Company depends on the Parent for financial support to finance its operations and for reimbursement of various costs and expenses. The Parent provides this support in the form of capital contributions to the Company. The existence of the relationship between the Company and the Parent results in the operating results and the financial position of the Company being significantly different than would have been if the Company operated independently of the Parent.

In March 2020, the World Health Organization recognized the novel strain of coronavirus, COVID-19, as a pandemic. The situation surrounding COVID-19 remains fluid, and the ongoing impact on the Company's results of operations, financial condition and liquidity may be impacted by this economic disruption. The extent to which certain disruptions may impact the Company's business, operating results, financial condition or liquidity will depend on future developments, including the duration of the pandemic, travel restrictions, government mandated restrictions and regulations, business and workforce disruptions, and the effectiveness of actions taken to contain and treat the virus. At this time, the Company cannot reasonably estimate with any degree of certainty the future impact COVID-19 may have on the Company's results of operations, financial position and liquidity, however management believes the Parent has the financial ability and commitment to support the operations of the Company.

3. INTANGIBLE ASSET

In connection with the Company's adoption of fresh start accounting in 2018, an identifiable intangible asset was identified and recorded in accordance with FASB ASC 805, *Business Combinations*. The fair value of the intangible asset was determined on a non-recurring basis by an independent valuation specialist, in accordance with ASC 820. The fair value of the intangible asset was determined using Level 3 inputs under the relief from royalty method, a derivation of the income approach.

The Company amortizes the intangible asset over 10 years. Amortization is provided on the straight-line method over the estimated useful life. Intangible asset consisted of the following:

As of fiscal year ended	December 31, 2022	January 1, 2022
Tradename	$ 5,000,000	$ 5,000,000
Less: accumulated amortization	(2,000,000)	(1,500,000)
Total	$ 3,000,000	$ 3,500,000

Amortization of the intangible asset during the fiscal years ended December 31, 2022 and January 1, 2022 amounted to $500,000. Estimated future amortization expense on the existing intangible asset is $500,000 annually through 2028.

4. RELATED PARTY TRANSACTIONS

Note Receivable from Parent On January 21, 2020, the Company entered into a loan agreement with the Parent for a note receivable in the amount of $2,000,000. The note receivable incurs interest at 11% per annum, requires interest only payments on a quarterly basis and is due on demand. The total outstanding balance on the note receivable amounted to $2,000,000 as of December 31, 2022 and January 1, 2022. Accrued interest receivable amounted to $500,500 and $278,056 as of December 31, 2022 and January 1, 2022, respectively, and is included in current assets on the accompanying balance sheets.

Costs and Expenses with Parent All costs and expenses are paid on behalf of the Company by the Parent. The Company also receives a share of the cooperative advertising revenue in addition to a share of other allocated expenses from its Parent. All expenses and allocations are recorded as a payable or receivable due to or from the Parent throughout the fiscal year. At December 31, 2022 and January 1, 2022, the Parent converted the net payables owed by the Company to equity and the Company recognized an increase in additional paid-in capital from the conversion of the payables to equity of $12,424,957 and $5,961,628, respectively, in the accompanying statements of member's equity. As of December 31, 2022 and January 1, 2022, there was no balance due to the Parent.

5. FRANCHISING

Franchisees bear all direct costs involved in the development, construction, and operation of their stores. The Company provides franchisees support for training, marketing and sales techniques, and store openings. During the fiscal years ended December 31, 2022 and January 1, 2022, the Company sold 51 and 63 new franchises, respectively. As of December 31, 2022 and January 1, 2022, there were 623 and 615 franchised stores operating, respectively.

6. CONTINGENCIES

The Company is subject to certain claims and legal matters that arise in the normal course of business. Management does not expect any such claims and legal actions to have a material adverse effect on the Company's financial position, results of operations or liquidity.

7. SUBSEQUENT EVENTS

Management has evaluated subsequent events that have occurred through the date of the independent auditor's report, which is the date that the financial statements were available to be issued, and determined that there were no subsequent events that required recognition or disclosure in the financial statements as of December 31, 2022.

TIRE PROS FRANCORP, LLC

(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
JANUARY 1, 2022 AND JANUARY 2, 2021

HCVT
HOLTHOUSE | CARLIN | VAN TRIGT LLP

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
TABLE OF CONTENTS
JANUARY 1, 2022 AND JANUARY 2, 2021

	Page No.
Independent Auditor's Report	1 – 2
Financial Statements:	
Balance Sheets as of January 1, 2022 and January 2, 2021	3
Statements of Operations for the fiscal years ended January 1, 2022 and January 2, 2021	4
Statements of Member's Equity for the fiscal years ended January 1, 2022 and January 2, 2021	5
Statements of Cash Flows for the fiscal years ended January 1, 2022 and January 2, 2021	6
Notes to Financial Statements	7 – 13

HCVT
HOLTHOUSE | CARLIN | VAN TRIGT LLP

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Tire Pros Francorp, LLC:

Opinion

We have audited the accompanying financial statements of Tire Pros Francorp, LLC (a wholly owned subsidiary of American Tire Distributors, Inc.) (the "Company"), which comprise the balance sheets as of January 1, 2022 and January 2, 2021 and the related statements of operations, member's equity and cash flows for the fiscal years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of January 1, 2022 and January 2, 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

HCVT
HOLTHOUSE | CARLIN | VAN TRIGT LLP

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Holthouse Carlin & Van Trigt LLP

Westlake Village, California
April 22, 2022

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
BALANCE SHEETS

As of	January 1, 2022	January 2, 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 528,469	$ 423,756
Other receivables	1,302,946	2,601,954
Prepaid dealer trips and events	-	24,150
Deposits and other current assets	34,414	9,477
Note receivable from Parent	2,000,000	2,000,000
Total current assets	3,865,829	5,059,337
Intangible asset, net	3,500,000	4,000,000
Total assets	$ 7,365,829	$ 9,059,337
Liabilities and Member's Equity		
Current liabilities:		
Customer rebates	$ 3,988,330	$ 2,524,909
Accrued expenses and other current liabilities	1,490,888	66,021
Total current liabilities	5,479,218	2,590,930
Commitments and contingencies (see Notes)		
Member's equity	1,886,611	6,468,407
Total liabilities and member's equity	$ 7,365,829	$ 9,059,337

See accompanying notes to financial statements.

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
STATEMENTS OF OPERATIONS

For the fiscal years ended	January 1, 2022	January 2, 2021
Revenues:		
Initial franchise fees	$ 153,832	$ 159,870
Ongoing franchise fees	4,676,420	4,601,960
Advertising revenues	10,048,925	11,288,713
Miscellaneous revenues	512,262	354,423
Total revenues	15,391,439	16,404,966
Costs and expenses:		
Advertising expense, net	7,064,558	8,091,848
Purchase rebates	8,350,562	4,538,274
Salaries and employee benefits	4,627,865	4,003,058
Amortization	500,000	500,000
General and administrative	5,614,511	4,597,478
Total costs and expenses	26,157,496	21,730,658
Loss from operations	(10,766,057)	(5,325,692)
Other income:		
Interest income	222,633	212,056
Total other income	222,633	212,056
Loss before provision for income taxes	(10,543,424)	(5,113,636)
Provision for income taxes	-	-
Net loss	$ (10,543,424)	$ (5,113,636)

See accompanying notes to financial statements.

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
STATEMENTS OF MEMBER'S EQUITY

	Member Units 100 Units Authorized, 100 Units Issued and Outstanding		Additional Paid-in	Accumulated	
	Units	Amount	Capital	Deficit	Total
Balance at December 28, 2019	100	$ -	$ 12,874,801	$ (7,803,691)	$ 5,071,110
Net loss	-	-	-	(5,113,636)	(5,113,636)
Contributions from Parent	-	-	6,510,933	-	6,510,933
Balance at January 2, 2021	100	-	19,385,734	(12,917,327)	6,468,407
Net loss	-	-	-	(10,543,424)	(10,543,424)
Contributions from Parent	-	-	5,961,628	-	5,961,628
Balance at January 1, 2022	100	$ -	$ 25,347,362	$ (23,460,751)	$ 1,886,611

See accompanying notes to financial statements.

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
STATEMENTS OF CASH FLOWS

For the fiscal years ended	January 1, 2022	January 2, 2021
Cash flows from operating activities:		
Net loss	$ (10,543,424)	$ (5,113,636)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Amortization	500,000	500,000
Expenses paid on behalf of the Company by Parent	5,961,628	6,510,933
Change in operating assets and liabilities:		
Other receivables	1,299,008	(2,405,694)
Prepaid dealer trips and events	24,150	593,803
Deposits and other current assets	(24,937)	3,465
Customer rebates	1,463,421	107,912
Accrued expenses and other current liabilities	1,424,867	66,021
Net cash provided by operating activities	104,713	262,804
Cash flows from investing activities:		
Issuance of note receivable from Parent	-	(2,000,000)
Cash used in investing activities	-	(2,000,000)
Net change in cash and cash equivalents	104,713	(1,737,196)
Cash and cash equivalents, beginning of fiscal year	423,756	2,160,952
Cash and cash equivalents, end of fiscal year	$ 528,469	$ 423,756
Supplemental disclosure of noncash financing activities:		
Conversion of amount due to Parent to equity	$ 5,961,628	$ 6,510,933

See accompanying notes to financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations Tire Pros Francorp, LLC (the "Company") was formed as a limited liability company ("LLC") in the state of California on December 18, 2018. Formerly known as Tire Pros Francorp, a California corporation, the Company is engaged in the business of selling and administering franchises for retail centers operated under the tradename Tire Pros. Tire Pros' retailers sell, install and repair tires and related automotive products and services in the continental United States. The Company is 100% owned by American Tire Distributors, Inc. (the "Parent").

Fiscal Year The Company's fiscal year end is based on either a 52- or 53-week period ending on the Saturday closest to December 31. The 2021 fiscal year began on January 3, 2021 and ended on January 1, 2022. The 2020 fiscal year began on December 29, 2019 and ended on January 2, 2021. The fiscal year ended January 1, 2022 contains operating results for 52 weeks. The fiscal year ended January 2, 2021 contains operating results for 53 weeks. Therefore, the financial results of 52-week fiscal years will not be exactly comparable to the 53-week fiscal years.

Method of Accounting The Company maintains its accounting records under the accrual method of accounting in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Cash and Cash Equivalents The Company considers cash on hand, deposits in banks, and investments with original maturities of three months or less to be cash and cash equivalents.

Use of Estimates The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as reported amounts of revenue and expenses during the reporting period. Such estimates include the fair value of the recorded intangible asset and accrued customer rebates. Actual results could differ from those estimates.

Revenue Recognition Revenue is recognized in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 606, *Revenue from Contracts with Customers* ("ASC 606"). The underlying principle of this guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration that the entity expects that it will be entitled to receive in exchange for those goods or services. Under ASC 606, revenue is recognized when controls of the promised goods or services transfers to the customer as determined by applying a five-step process consisting of:

Step 1: Identification of customer contracts
Step 2: Identification of the performance obligations in the contracts
Step 3: Determination of the transaction price
Step 4: Allocation of the transaction price to each of the performance obligations in the contracts
Step 5: Recognition of revenue when, or as, each of the identified performance obligations is satisfied

The Company generates revenues through selling and administering franchises for retail centers operated under the tradename Tire Pros. The following are the Company's primary sources of revenues:

- ***Initial Franchise Fee Revenue*** Upon entering into a franchise agreement, the Company charges an upfront initial franchise fee for, among other things, providing program overview training courses and new dealer orientation. The initial franchise fee is fully collectible and nonrefundable and ranges from $1,500 to $7,000 for a 5-year term. The Company collects initial franchise fees when franchise agreements are signed. The revenue from initial franchise fees is recognized when the Company's initial services and obligations to the franchisee, per the franchise agreement, have been substantially completed. Management has reviewed revenue recognition of initial franchise fees in accordance with ASC 606 and determined that the amount of revenue recognized under the current method remains substantially unchanged from recognizing the initial franchise fee on a straight-line basis over the franchise agreement term in accordance with ASC 606.

- ***Ongoing Franchise Fee Revenue*** The Company charges monthly franchise fees, or royalties, which represent recurring fees paid by the franchisee in accordance with the franchise agreements. The ongoing franchise fee is set at a fixed amount and ranges from $450 to $695 per month. The Company's primary performance obligation under the franchise agreement is granting certain rights to use the Company's intellectual property and all other services the Company provides. The revenue from ongoing franchise fees is recognized as earned on a monthly basis as the performance obligation related to these fees is satisfied over time as the Company fulfills its obligations under the franchise agreement.

- ***Franchise Advertising Fee Revenue*** Franchisees pay a monthly marketing fee as reimbursement for advertising and promotional services that the Company provides. Under ASC 606, the Company is determined to act as the principal in these arrangements as the Company has the ability to control a promised good or service before transferring that good or service to the customer. Therefore, under the ASC 606, the Company recognizes advertising fees collected from franchisees in revenues and records all expenses within advertising expenses on a gross basis in the accompanying statements of operations.

- ***National Advertising Fund*** The Company has established a marketing fund (the "National Advertising Fund") for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials for the Tire Pros franchise. Advertising may be disseminated in various types of media such as print, radio, television, the internet and billboards. Franchisees pay a monthly fee as a contribution to the National Advertising Fund, in accordance with the provisions of the franchise agreements. The use of amounts received by the National Advertising Fund is restricted to promotional, marketing, advertising, and public relations purposes and for the Tire Pros brand promotion. The Company has complete discretion over the usage of the funds and is responsible for administering and controlling the National Advertising Fund. The National Advertising Fund is accounted for separately from the Company's other funds and is not used to pay any of the Company's general operating expenses, except for reasonable salaries, administrative costs, travel expenses and overhead that is spent on activities administering the National Advertising Fund and its programs. Under ASC 606, the Company recognizes the monthly contributions collected from franchisees in advertising revenues and records all expenses associated with the National

Advertising Fund within advertising expenses on a gross basis in the accompanying statements of operations.

Cooperative Advertising Programs and Advertising Costs The Company participates in cooperative advertising and marketing programs ("co-op") with its vendors. Co-op funds are provided to the Company generally based on certain metrics stipulated by the vendors that offer such programs. A portion of the funds received must be used for specific advertising and marketing expenditures incurred by the Company or its customers. The co-op funds received by the Company from its vendors are accounted for in accordance with the accounting standards related to accounting for cash consideration received from a vendor, which requires that the Company record the funds received as an offset to specific costs incurred in promoting the vendor's products. The co-op funds that are provided to the Company's customers are accounted for in accordance with authoritative guidance related to accounting for cash consideration given by a vendor to a customer, which requires that the Company record the funds paid as a reduction of revenue since no separate identifiable benefit is received by the Company.

The Company charges advertising production costs to expense the first time an advertisement is run. Media (television and print) placement costs are expensed in the month the advertising appears. Advertising expense, net of co-op funds received from vendors amounted to $7,057,493 and $8,091,848 for the fiscal years ended January 1, 2022 and January 2, 2021, respectively.

Prepaid Dealer Trips and Events The Company hosts an annual national business conference for dealers and sponsors various events throughout the year. For the fiscal years ended January 1, 2022 and January 2, 2021, the Company prepaid amounts of $0 and $24,150, respectively, for the dealer trip and sponsored events that occurred subsequent to each fiscal year end.

Customer Rebates The Company offers rebates to its customers when certain metrics are achieved, generally related to the volume of sales. The Company estimates rebate amounts based on the rebate rates they expect customers will achieve for the full year. These estimates are periodically revised to reflect rebates actually earned by customers. As of January 1, 2022 and January 2, 2021, rebates owed to customers totaled $3,988,330 and $2,524,909, respectively.

Recoverability of Long-Lived Assets In accordance with FASB ASC 360-10, *Impairment or Disposal of Long Lived Assets*, long-lived assets with estimable useful lives, such as purchased intangibles subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the future net undiscounted cash flows expected to be generated by the asset. If the carrying amount of the asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. No impairment losses were recognized for the fiscal years ended January 1, 2022 and January 2, 2021.

Fair Value Measurements FASB ASC 820, *Fair Value Measurements and Disclosures* ("ASC 820") defines fair value, establishes a framework for measuring fair value under accounting principles generally accepted in the United States of America and enhances disclosures about fair value measurements. Fair value is defined under ASC 820 as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date.

Valuation techniques used to measure fair value under ASC 820 must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The three levels of the fair value hierarchy under ASC 820 are as follows:

Level 1 Pricing inputs are quoted prices available in active markets for identical assets or liabilities as of the reporting date.

Level 2 Pricing inputs are quoted prices for similar investments, or inputs that are observable, either directly or indirectly, for substantially the full term through corroboration with observable market data. Level 2 includes assets and liabilities valued at quoted prices adjusted for legal or contractual restrictions specific to these assets and liabilities.

Level 3 Pricing inputs are unobservable, supported by little or no market activity, and reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability.

Income Taxes The Company is treated as a disregarded entity for federal income tax purposes.

The Company accounts for income taxes in accordance with FASB ASC 740, *Income Taxes* ("ASC 740"). ASC 740 clarifies the accounting for uncertainty in income taxes recognized in a company's financial statements and prescribes a recognition threshold of more likely than not and a measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. In making this assessment, the Company must determine whether it is more likely than not that a tax position will be sustained upon examination, based solely on the technical merits of the position and must assume that the tax position will be examined by taxing authorities. Management believes there were no uncertain tax positions at January 1, 2022 and January 2, 2021 that would more likely than not be subject to tax by the taxing authorities. For jurisdictions in which tax filings are prepared, with few exceptions, the Company and the Parent are no longer subject to income tax examination by state tax authorities for tax years through 2017, and no examinations are currently pending.

Concentration of Credit Risk The Company places its temporary cash with high credit quality financial institutions and, by policy, limits the amount of investment exposure to any one financial institution. The Company collects franchise fees from various independently owned Tire Pros franchises throughout the United States, reducing the concentration of credit risk.

The Company maintains cash and cash equivalent balances that at times exceed amounts insured by the Federal Deposit Insurance Corporation. The Company has not experienced any losses on these accounts and believes it is not exposed to any significant credit risk in this area.

The Company had two advertising vendors that accounted for more than 10% of total advertising purchases for the fiscal year ended January 1, 2022. The Company had one advertising vendor that accounted for more than 10% of total advertising purchases for the fiscal year ended January 2, 2021. The Company does not believe that the concentration subjects the Company to additional risk as there are multiple other vendors that provide the same services.

Recently Issued Accounting Pronouncements In June 2016, the FASB issued Accounting Standards Update ("ASU") 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, to replace the incurred loss impairment methodology under current guidance with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. Entities will be required to use a forward-looking expected credit loss model for accounts receivables, loans, and other financial instruments. The standard will be effective for privately held companies for fiscal years beginning after December 15, 2022, with early adoption permitted. Adoption of the standard will be applied using a modified retrospective approach through a cumulative-effect adjustment to the opening equity as of the effective date to align the credit loss methodology with the new standard. The Company is currently in the process of evaluating the potential impact of this new guidance on its 2023 financial statements, however, it does not anticipate that the adoption of this guidance will have a significant impact on its financial position, results of operations, cash flows, and disclosures.

2. LIQUIDITY, RISKS AND UNCERTAINTIES

The Company depends on the Parent for financial support to finance its operations and for reimbursement of various costs and expenses. The Parent provides this support in the form of capital contributions to the Company. The existence of the relationship between the Company and the Parent results in the operating results and the financial position of the Company being significantly different than would have been if the Company operated independently of the Parent.

In March 2020, the World Health Organization recognized the novel strain of coronavirus, COVID-19, as a pandemic. In response to this coronavirus outbreak, federal, state and local authorities have taken preventative or protective actions, such as imposing restrictions on travel and business operations. Such limitations have had and will likely continue to have a negative effect on the global economy and financial markets, including supply chain shortages and other business disruptions. The situation surrounding COVID-19 remains fluid, and the ongoing impact on the Company's results of operations, financial condition and liquidity increases the longer the virus impacts activity levels in the United States and globally. The extent to which certain disruptions may impact the Company's business, operating results, financial condition or liquidity will depend on future developments, including spread of new variants of the virus, travel restrictions, government mandated restrictions and regulations, business and workforce disruptions and the effectiveness of actions taken to contain and treat the virus. For this reason, the Parent has implemented a plan with the goal of sustaining the Company's operations and mitigating the potential financial statement and liquidity exposures from the COVID-19 pandemic. At this time, the Company cannot reasonably estimate with any degree of certainty the future impact COVID-19 may have on the Company's results of operations, financial position and liquidity, however, as a result of the execution of the Parent's plan through the date of issuance of the these financial statements, management believes the Parent has the financial ability and commitment to support the operations of the Company.

3. INTANGIBLE ASSET

In connection with the Company's adoption of fresh start accounting in 2018, an identifiable intangible asset was identified and recorded in accordance with ASC 805. The fair value of the

intangible asset was determined on a non-recurring basis by an independent valuation specialist, in accordance with ASC 820. The fair value of the intangible asset was determined using Level 3 inputs under the relief from royalty method, a derivation of the income approach.

The Company amortizes the intangible asset over 10 years. Amortization is provided on the straight-line method over the estimated useful life. Intangible asset consisted of the following:

As of fiscal year ended	January 1, 2022	January 2, 2021
Tradename	$ 5,000,000	$ 5,000,000
Less: accumulated amortization	(1,500,000)	(1,000,000)
Total	$ 3,500,000	$ 4,000,000

Amortization of the intangible asset during the fiscal years ended January 1, 2022 and January 2, 2021 amounted to $500,000. Estimated future amortization expense on the existing intangible asset is approximately $500,000 annually through 2028.

4. RELATED PARTY TRANSACTIONS

Note Receivable from Parent On January 21, 2020, the Company entered into a loan agreement with the Parent for a note receivable in the amount of $2,000,000. The note receivable incurs interest at 11% per annum, requires interest only payments on a quarterly basis and is due on demand. The total outstanding balance on the note receivable amounted to $2,000,000 as of January 1, 2022 and January 2, 2021. Accrued interest receivable amounted to $278,056 and $55,611 as of January 1, 2022 and January 2, 2021, respectively, and is included in current assets on the accompanying balance sheets.

Costs and Expenses with Parent All costs and expenses are paid on behalf of the Company by the Parent. The Company also receives a share of the cooperative advertising revenue in addition to a share of other allocated expenses from its Parent. All expenses and allocations are recorded as a payable or receivable due to or from the Parent throughout the fiscal year. At January 1, 2022 and January 2, 2021, the Parent converted the net payables owed by the Company to equity and the Company recognized an increase in additional paid-in capital from the conversion of the payables to equity of $5,961,628 and $6,510,993, respectively, in the accompanying statements of member's equity. As of January 1, 2022 and January 2, 2021, there was no balance due to the Parent and a balance of $2,278,056 and $2,055,611 due from the Parent, respectively.

5. FRANCHISING

Franchisees bear all direct costs involved in the development, construction, and operation of their stores. The Company provides franchisees support for training, marketing and sales techniques, and store openings. During the fiscal years ended January 1, 2022 and January 2, 2021, the Company sold 63 and 36 new franchises, respectively. As of January 1, 2022 and January 2, 2021, there were 615 franchised stores operating.

6. CONTINGENCIES

The Company is subject to certain claims and legal matters that arise in the normal course of business. Management does not expect any such claims and legal actions to have a material adverse effect on the Company's financial position, results of operations or liquidity.

7. SUBSEQUENT EVENTS

Management has evaluated subsequent events that have occurred through the date of the independent auditor's report, which is the date that the financial statements were available to be issued, and determined that there were no subsequent events that required recognition or disclosure in the financial statements as of January 1, 2022.

TIRE PROS FRANCORP, LLC

(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
JANUARY 2, 2021 AND DECEMBER 28, 2019

HCVT
HOLTHOUSE | CARLIN | VAN TRIGT LLP

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
TABLE OF CONTENTS
JANUARY 2, 2021 AND DECEMBER 28, 2019

	Page No.
Independent Auditor's Report	1 – 2
Financial Statements:	
Balance Sheets as of January 2, 2021 and December 28, 2019	3
Statements of Operations for the fiscal years ended January 2, 2021 and December 28, 2019	4
Statements of Member's Equity for the fiscal years ended January 2, 2021 and December 28, 2019	5
Statements of Cash Flows for the fiscal years ended January 2, 2021 and December 28, 2019	6
Notes to Financial Statements	7 – 13

HCVT
HOLTHOUSE | CARLIN | VAN TRIGT LLP

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Tire Pros Francorp, LLC:

We have audited the accompanying financial statements of Tire Pros Francorp, LLC (a wholly owned subsidiary of American Tire Distributors, Inc.) (the "Company"), which comprise the balance sheets as of January 2, 2021 and December 28, 2019 and the related statements of operations, member's equity and cash flows for the fiscal years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of January 2, 2021 and December 28, 2019, and the results of its operations and its cash flows for the fiscal years then ended in conformity with accounting principles generally accepted in the United States of America.

HCVT
HOLTHOUSE | CARLIN | VAN TRIGT LLP

Emphasis of Matter

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the COVID-19 pandemic has resulted in a number of challenges for both the Company and the Parent. As a result of the execution of a plan through the date of issuance of these financial statements by the Parent, the financial statements do not include any adjustments that might result from the outcome of uncertainty. Our opinion is not modified with respect to that matter.

Holthouse Carlin & Van Trigt LLP

Westlake Village, California
April 14, 2021

TIRE PROS FRANCORP, LLC

(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
BALANCE SHEETS

As of	January 2, 2021	December 28, 2019
Assets		
Current assets:		
Cash and cash equivalents	$ 423,756	$ 2,160,952
Other receivables	2,601,954	196,260
Prepaid dealer trips and events	24,150	617,953
Deposits and other current assets	9,477	12,942
Note receivable from Parent	2,000,000	-
Total current assets	5,059,337	2,988,107
Intangible asset, net	4,000,000	4,500,000
Total assets	$ 9,059,337	$ 7,488,107
Liabilities and Member's Equity		
Current liabilities:		
Customer rebates	$ 2,524,909	$ 2,416,997
Accrued expenses	66,021	-
Total current liabilities	2,590,930	2,416,997
Commitments and contingencies (see Notes)		
Member's equity	6,468,407	5,071,110
Total liabilities and member's equity	$ 9,059,337	$ 7,488,107

See accompanying notes to financial statements.

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
STATEMENTS OF OPERATIONS

For the fiscal years ended	January 2, 2021	December 28, 2019
Revenues:		
Initial franchise fees	$ 159,870	$ 122,166
Ongoing franchise fees	4,601,960	4,700,680
Advertising revenues	11,288,713	11,458,566
Miscellaneous revenues	354,423	364,173
Total revenues	16,404,966	16,645,585
Costs and expenses:		
Advertising expense, net	8,091,848	9,589,565
Purchase rebates	4,538,274	6,082,651
Salaries and employee benefits	4,003,058	4,064,116
Amortization	500,000	500,000
General and administrative	4,597,478	4,212,944
Total costs and expenses	21,730,658	24,449,276
Loss from operations	(5,325,692)	(7,803,691)
Other income:		
Interest income	212,056	-
Total other income	212,056	-
Loss before provision for income taxes	(5,113,636)	(7,803,691)
Provision for income taxes	-	-
Net loss	$ (5,113,636)	$ (7,803,691)

See accompanying notes to financial statements.

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
STATEMENTS OF MEMBER'S EQUITY

	Member Units 100 Units Authorized, 100 Units Issued and Outstanding		Additional Paid-in Capital	Accumulated Deficit	Total
	Units	Amount			
Balance at December 29, 2018 (Predecessor)	100	$ -	$ 6,006,299	$ -	$ 6,006,299
Balance at December 29, 2018 (Successor)	100	-	6,006,299	-	6,006,299
Net loss	-	-	-	(7,803,691)	(7,803,691)
Contributions from Parent	-	-	6,868,502	-	6,868,502
Balance at December 28, 2019 (Successor)	100	-	12,874,801	(7,803,691)	5,071,110
Net loss	-	-	-	(5,113,636)	(5,113,636)
Contributions from Parent	-	-	6,510,933	-	6,510,933
Balance at January 2, 2021 (Successor)	100	$ -	$ 19,385,734	$ (12,917,327)	$ 6,468,407

See accompanying notes to financial statements.

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
STATEMENTS OF CASH FLOWS

For the fiscal years ended	January 2, 2021	December 28, 2019
Cash flows from operating activities:		
Net loss	$ (5,113,636)	$ (7,803,691)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Amortization	500,000	500,000
Expenses paid on behalf of the Company by Parent	6,510,933	6,868,502
Change in operating assets and liabilities:		
Other receivables	(2,405,694)	125,840
Marketing supplies inventory	-	88,850
Prepaid dealer trips and events	593,803	456,053
Deposits and other current assets	3,465	212,169
Customer rebates	107,912	(325,557)
Accrued expenses	66,021	-
Net cash provided by operating activities	262,804	122,166
Cash flows from investing activities:		
Issuance of note receivable from Parent	(2,000,000)	-
Cash used in investing activities	(2,000,000)	-
Net change in cash and cash equivalents	(1,737,196)	122,166
Cash and cash equivalents, beginning of year	2,160,952	2,038,786
Cash and cash equivalents, end of year	$ 423,756	$ 2,160,952

See accompanying notes to financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations Tire Pros Francorp, LLC ("Successor") (the "Company") was formed as a limited liability company ("LLC") in the state of California on December 18, 2018. Formerly known as Tire Pros Francorp, a California corporation ("Predecessor"), the Company is engaged in the business of selling and administering franchises for retail centers operated under the tradename Tire Pros. Tire Pros' retailers sell, install and repair tires and related automotive products and services in the continental United States. The Company is 100% owned by American Tire Distributors, Inc. (the "Parent").

On October 4, 2018, ATD Corporation, together with the Parent and the Company, filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). On December 19, 2018, the Bankruptcy Court entered the Findings of Fact, Conclusions of Law and Order Confirming the Chapter 11 Plan of Reorganization, which confirmed the Amended Joint Plan of Reorganization, pursuant to Chapter 11 of the Bankruptcy Code (the "Plan"), as modified by the Confirmation Order. On December 21, 2018 (the "Effective Date"), the conditions to effectiveness set forth in the Confirmation Order and in the Plan were satisfied, the Plan was substantially consummated, and the Parent, along with the Company emerged from Chapter 11.

Upon emergence from Chapter 11 on the Effective Date, the Company applied Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 852, *Reorganizations* ("ASC 852") (Note 3). The Company elected to apply fresh start accounting effective December 29, 2018 to coincide with the timing of the normal December accounting period close. The Company evaluated events between December 22, 2018 and December 29, 2018, and concluded that the use of an accounting convenience date of December 29, 2018 (the "Convenience Date") did not have a material impact on the results of operations or financial position. As such, the application of fresh start accounting is reflected as of December 29, 2018.

As a result of the application of fresh start accounting and the effects of the implementation of the Plan, a new entity for financial reporting purposes was created. References to "Successor" relate to Tire Pros Francorp, LLC on and subsequent to December 29, 2018. References to "Predecessor" refer to Tire Pros Francorp prior to December 29, 2018.

Fiscal Year The Company's fiscal year end is based on either a 52- or 53-week period ending on the Saturday closest to December 31. The 2020 fiscal year began on December 29, 2019 and ended on January 2, 2021. The 2019 fiscal year began on December 30, 2018 and ended on December 28, 2019. The fiscal year ended January 2, 2021 contains operating results for 53 weeks. The fiscal year ended December 28, 2019 contains operating results for 52 weeks. Therefore, the financial results of 53-week fiscal years will not be exactly comparable to the 52-week fiscal years.

Method of Accounting The Company maintains its accounting records under the accrual method of accounting in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Cash and Cash Equivalents The Company considers cash on hand, deposits in banks, and investments with original maturities of three months or less to be cash and cash equivalents.

Use of Estimates The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as reported amounts of revenue and expenses during the reporting period. Such estimates include the fair value of the recorded intangible asset and accrued customer rebates. Actual results could differ from those estimates.

Revenue Recognition Revenue is recognized in accordance with FASB ASC 606, *Revenue from Contracts with Customers* ("ASC 606"). The underlying principle of this guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration that the entity expects that it will be entitled to receive in exchange for those goods or services. Under ASC 606, revenue is recognized when controls of the promised goods or services transfers to the customer as determined by applying a five-step process consisting of:

Step 1: Identification of customer contracts
Step 2: Identification of the performance obligations in the contracts
Step 3: Determination of the transaction price
Step 4: Allocation of the transaction price to each of the performance obligations in the contracts
Step 5: Recognition of revenue when, or as, each of the identified performance obligations is satisfied

The Company generates revenues through selling and administering franchises for retail centers operated under the tradename Tire Pros. The following are the Company's primary sources of revenues:

- ***Initial Franchise Fee Revenue*** Upon entering into a franchise agreement, the Company charges an upfront initial franchise fee for, among other things, providing program overview training courses and new dealer orientation. The initial franchise fee is fully collectible and nonrefundable and ranges from $1,500 to $7,000 for a 5-year term. The Company collects initial franchise fees when franchise agreements are signed. The revenue from initial franchise fees is recognized when the Company's initial services and obligations to the franchisee, per the franchise agreement, have been substantially completed. Management has reviewed revenue recognition of initial franchise fees in accordance with ASC 606 and determined that the amount of revenue recognized under the current method remains substantially unchanged from recognizing the initial franchise fee on a straight-line basis over the franchise agreement term in accordance with ASC 606.

- ***Ongoing Franchise Fee Revenue*** The Company charges monthly franchise fees, or royalties, which represent recurring feeds paid by the franchisee in accordance with the franchise agreements. The ongoing franchise fee is set at a fixed amount and ranges from $450 to $695 per month. The Company's primary performance obligation under the franchise agreement is granting certain rights to use the Company's intellectual property and all other services the Company provides. The revenue from ongoing franchise fees is recognized as earned on a monthly basis as the performance obligation related to these fees is satisfied over time as the Company fulfills its obligations under the franchise agreement.

- ***Franchise Advertising Fee Revenue*** Franchisees pay a monthly marketing fee as reimbursement for advertising and promotional services that the Company provides. Under ASC 606, the Company is determined to act as the principal in these arrangements as the Company has the ability to control a promised good or service before transferring that good or service to the customer. Therefore, under the ASC 606, the Company recognizes advertising fees collected from franchisees in revenues and records all expenses within advertising expenses on a gross basis in the accompanying statements of operations.

- ***National Advertising Fund*** The Company has established a marketing fund (the "National Advertising Fund") for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials for the Tire Pros franchise. Advertising may be disseminated in various types of media such as print, radio, television, the internet and billboards. Franchisees pay a monthly fee as a contribution to the National Advertising Fund, in accordance with the provisions of the franchise agreements. The use of amounts received by the National Advertising Fund is restricted to promotional, marketing, advertising, and public relations purposes and for the Tire Pros brand promotion. The Company has complete discretion over the usage of the funds and is responsible for administering and controlling the National Advertising Fund. The National Advertising Fund is accounted for separately from the Company's other funds and is not used to pay any of the Company's general operating expenses, except for reasonable salaries, administrative costs, travel expenses and overhead that is spent on activities administering the National Advertising Fund and its programs. Under ASC 606, the Company recognizes the monthly contributions collected from franchisees in advertising revenues and records all expenses associated with the National Advertising Fund within advertising expenses on a gross basis in the accompanying statements of operations.

Cooperative Advertising Programs and Advertising Costs The Company participates in cooperative advertising and marketing programs ("co-op") with its vendors. Co-op funds are provided to the Company generally based on certain metrics stipulated by the vendors that offer such programs. A portion of the funds received must be used for specific advertising and marketing expenditures incurred by the Company or its customers. The co-op funds received by the Company from its vendors are accounted for in accordance with the accounting standards related to accounting for cash consideration received from a vendor, which requires that the Company record the funds received as an offset to specific costs incurred in promoting the vendor's products. The co-op funds that are provided to the Company's customers are accounted for in accordance with authoritative guidance related to accounting for cash consideration given by a vendor to a customer, which requires that the Company record the funds paid as a reduction of revenue since no separate identifiable benefit is received by the Company.

The Company charges advertising production costs to expense the first time an advertisement is run. Media (television and print) placement costs are expensed in the month the advertising appears. Advertising expense, net of co-op funds received from vendors amounted to $8,091,848 and $9,589,565 for the fiscal years ended January 2, 2021 and December 28, 2019, respectively.

Prepaid Dealer Trips and Events The Company hosts an annual national business conference for dealers and sponsors various events throughout the year. For the fiscal years ended January 2, 2021 and December 28, 2019, the Company prepaid amounts of $24,150 and $617,953, respectively, for the dealer trip and sponsored events that occurred subsequent to each fiscal year end.

Customer Rebates The Company offers rebates to its customers when certain metrics are achieved, generally related to the volume of sales. The Company estimates rebate amounts based on the rebate rates they expect customers will achieve for the full year. These estimates are periodically revised to reflect rebates actually earned by customers. As of January 2, 2021 and December 28, 2019, rebates owed to customers totaled $2,524,909 and $2,416,997, respectively.

Recoverability of Long-Lived Assets In accordance with FASB ASC 360-10, *Impairment or Disposal of Long Lived Assets*, long-lived assets with estimable useful lives, such as purchased intangibles subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the future net undiscounted cash flows expected to be generated by the asset. If the carrying amount of the asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. No impairment losses were recognized for the fiscal years ended January 2, 2021 and December 28, 2019.

Fair Value Measurements FASB ASC 820, *Fair Value Measurements and Disclosures* ("ASC 820") defines fair value, establishes a framework for measuring fair value under accounting principles generally accepted in the United States of America and enhances disclosures about fair value measurements. Fair value is defined under ASC 820 as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date.

Valuation techniques used to measure fair value under ASC 820 must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The three levels of the fair value hierarchy under ASC 820 are as follows:

Level 1 — Pricing inputs are quoted prices available in active markets for identical assets or liabilities as of the reporting date.

Level 2 — Pricing inputs are quoted prices for similar investments, or inputs that are observable, either directly or indirectly, for substantially the full term through corroboration with observable market data. Level 2 includes assets and liabilities valued at quoted prices adjusted for legal or contractual restrictions specific to these assets and liabilities.

Level 3 — Pricing inputs are unobservable, supported by little or no market activity, and reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability.

Income Taxes In connection with the Company's conversion to an LLC in December 2018, the Company is treated as a disregarded entity for federal income tax purposes in the Successor period.

The Company accounts for income taxes in accordance with FASB ASC 740, *Income Taxes* ("ASC 740"). ASC 740 clarifies the accounting for uncertainty in income taxes recognized in a company's financial statements and prescribes a recognition threshold of more likely than not and a measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. In making this assessment, the Company must determine whether it is more likely than not that a tax position will be sustained upon examination, based solely on the technical merits of the position and must assume that the tax position will be examined by taxing authorities. Management believes there were no uncertain tax positions at January 2, 2021 and December 28, 2019 that would more likely than not be subject to tax by the taxing authorities. For jurisdictions in which tax filings are prepared, with few exceptions, the Company and the Parent are no longer subject to income tax examination by state tax authorities for tax years through 2016, and by the Internal Revenue Service for tax years through 2017 and no examinations are currently pending.

Concentration of Credit Risk The Company places its temporary cash with high credit quality financial institutions and, by policy, limits the amount of investment exposure to any one financial institution. The Company collects franchise fees from various independently owned Tire Pros franchises throughout the United States, reducing the concentration of credit risk.

The Company had one advertising vendor that accounted for more than 10% of total advertising purchases for the fiscal years ended January 2, 2021 and December 28, 2019. The Company does not believe that the concentration subjects the Company to additional risk as there are multiple other vendors that provide the same services.

The Company maintains cash and cash equivalent balances that at times exceed amounts insured by the Federal Deposit Insurance Corporation. The Company has not experienced any losses on these accounts and believes it is not exposed to any significant credit risk in this area.

Recently Issued Accounting Pronouncements In June 2016, the FASB issued Accounting Standards Update ("ASU") 2016-13, *Financial Instruments —Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("FASB ASU 2016-13"). The revised guidance will require credit losses on loans, trade and other receivables, held-to-maturity debt securities, and other instruments to reflect the current estimate of the expected credit losses. This guidance would become effective for interim and annual periods beginning after December 15, 2020, with early adoption permitted. In November 2019, the FASB issued ASU 2019-10, *Financial Instruments—Credit Losses (Topic 326), Derivatives and Hedging (Topic 815), and Leases (Topic 842): Effective Dates*, under which, among other matters, amended the effective date of FASB ASU 2016-13 by delaying it for two years. The Company is currently in the process of evaluating the potential impact of this new guidance on its 2023 financial statements, however, it does not anticipate that the adoption of this guidance will have a significant impact on its financial position, results of operations, cash flows, and disclosures.

Reclassifications Certain reclassifications have been made to the December 28, 2019 financial statements to conform to the January 2, 2021 presentation.

2. LIQUIDITY, RISKS AND UNCERTAINTIES

The Company depends on the Parent for financial support to finance its operations and for reimbursement of various costs and expenses. The Parent provides this support in the form of capital contributions to the Company. The existence of the relationship between the Company and the Parent results in the operating results and the financial position of the Company being significantly different than would have been if the Company operated independently of the Parent.

In March 2020, the World Health Organization recognized the novel strain of coronavirus, COVID-19, as a pandemic. In response to this coronavirus outbreak, federal, state and local authorities have taken preventative or protective actions, such as imposing restrictions on travel and business operations. The situation surrounding COVID-19 remains fluid, and the ongoing impact on the Company's results of operations, financial condition and liquidity increases the longer the virus impacts activity levels in the United States and globally. The extent to which the COVID-19 pandemic may impact the Company's business, operating results, financial condition or liquidity will depend on future developments, including the duration of the pandemic, travel restrictions, government mandated restrictions and regulations, business and workforce disruptions and the effectiveness of actions taken to contain and treat the disease. For this reason, the Parent has implemented a plan with the goal of sustaining the Company's operations and mitigating the potential financial statement and liquidity exposures from the COVID-19 pandemic. At this time, the Company cannot reasonably estimate with any degree of certainty the future impact COVID-19 may have on the Company's results of operations, financial position and liquidity, however, as a result of the execution of the Parent's plan through the date of issuance of the these financial statements, management believes the Parent has the financial ability and commitment to support the operations of the Company.

3. INTANGIBLE ASSET

In connection with the Company's adoption of fresh start accounting on the Effective Date, an identifiable intangible asset was identified related to the Successor and recorded in accordance with ASC 805. The fair value of the intangible asset was determined on a non-recurring basis by an independent valuation specialist, in accordance with ASC 820. The fair value of the intangible asset was determined using Level 3 inputs under the relief from royalty method, a derivation of the income approach.

The Company amortizes the intangible asset over 10 years. Amortization is provided on the straight-line method over the estimated useful life. Intangible asset consisted of the following:

As of fiscal year ended	January 2, 2021	December 28, 2019
Tradename	$ 5,000,000	$ 5,000,000
Less: accumulated amortization	(1,000,000)	(500,000)
Total	$ 4,000,000	$ 4,500,000

Amortization of the intangible asset during the fiscal years ended January 2, 2021 and December 28, 2019 amounted to $500,000, respectively. Estimated future amortization expense on the existing intangible asset is approximately $500,000 annually through 2028.

4. RELATED PARTY TRANSACTIONS

Note Receivable from Parent On January 21, 2020, the Company entered into a loan agreement with the Parent for a note receivable in the amount of $2,000,000. The note receivable incurs interest at 11% per annum, requires interest only payments on a quarterly basis and is due on demand. As of January 2, 2021, the total outstanding balance on the note receivable amounted to $2,000,000 and accrued interest receivable amounted to $55,611.

Costs and Expenses with Parent All costs and expenses are paid on behalf of the Company by the Parent. The Company also receives a share of the cooperative advertising revenue in addition to a share of other allocated expenses from its Parent. All expenses and allocations are recorded as a payable or receivable due to or from the Parent throughout the fiscal year. At January 2, 2021 and December 28, 2019, the Parent converted the net payables owed by the Company to equity and the Company recognized an increase in additional paid-in capital from the conversion of the payables to equity of $6,510,993 and $6,868,502, respectively, in the accompanying statements of member's equity. As of January 2, 2021, there was no balance due to the Parent and a balance of $2,055,611 due from the Parent. There was no balance due to or from the Parent as of December 28, 2019.

5. FRANCHISING

Franchisees bear all direct costs involved in the development, construction, and operation of their stores. The Company provides franchisees support for training, marketing and sales techniques, and store openings. During the fiscal years ended January 2, 2021 and December 28, 2019, the Company sold 36 and 38 new franchises, respectively. As of January 2, 2021 and December 28, 2019, there were 615 and 618 franchised stores operating, respectively.

6. CONTINGENCIES

The Company is subject to certain claims and legal matters that arise in the normal course of business. Management does not expect any such claims and legal actions to have a material adverse effect on the Company's financial position, results of operations or liquidity.

7. SUBSEQUENT EVENTS

Management has evaluated subsequent events that have occurred through the date of the independent auditor's report, which is the date that the financial statements were available to be issued, and determined that there were no subsequent events that required recognition or disclosure in the financial statements as of January 2, 2021.

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
BALANCE SHEETS
(UNAUDITED)

Assets		April 3, 2021	January 2, 2021
Current assets:			
Cash and cash equivalents	$	438,390	423,756
Other receivables		1,693,428	2,601,954
Prepaid dealer trips and events		24,150	24,150
Deposits and other current assets		701,307	9,478
Note receivable from Parent		2,000,000	2,000,000
Total current assets		**4,857,275**	**5,059,338**
Intangible assets, net		3,875,000	4,000,000
Total assets	**$**	**8,732,275**	**9,059,338**
Liabilities and Member's/Stockholder's Equity			
Current liabilities:			
Customer rebates	$	527,914	2,524,909
Accrued expenses		143,713	66,021
Total Current liabilities		**671,627**	**2,590,930**
Long-term liabilities:			
Deferred tax liability		-	-
Total liabilities		**671,627**	**2,590,930**
Member's/stockholder's equity		8,060,648	6,468,408
Total liabilities and member's/stockholder's equity	$	8,732,275	9,059,338

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR BUYERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION AS TO THEIR CONTENT OR FORM.

EXHIBIT G

LIST OF CURRENT FRANCHISEES*

(as of December 31, 2021)

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
AL	S&S DISCOUNT TIRE, INC.	S & S Discount Tire Pros - Alexander City	Warry Sexton	857 Cherokee Rd.	Alexander City	AL	35010	256-215-8822
AL	Wilks Tire, L.L.C.	Wilks Tire Pros & Auto Service Center	Quintin King	152 North Main Street	Arab	AL	35016	256-586-3191
AL	Magic City Tire & Service, LLC	Magic City Tire Pros	Michael Craft, John Craft, Benny Nelson Sellman, Jr., William ("Bill") Stacey	3000 Messer Airport Highway	Birmingham	AL	35211	205-678-4944
AL	CHELSEA TIRES & SERVICE LLC	Chelsea Tire Pros	Michael H. ("Mike") Craft, John R. Craft	347 Chesser Dr.	Chelsea	AL	35043	205-678-4944
AL	MCGRIFF TIRE CO., INC.	McGriff Tire Pros	Bert McGriff	209 2nd Ave. N.W.	Cullman	AL	35055	256-734-5212
AL	S&S DISCOUNT TIRE, LLC	S & S Discount Tire Pros - Dadeville	Warry Sexton	224 East South St.	Dadeville	AL	36853	256-825-8195
AL	LANE'S TIRE AND OIL SERVICE, INC.	Lane's Tire Pros	Barry S. Phillips, Jr., Laura L. Phillips	1100 US Highway 80 W	Demopolis	AL	36732	334-287-0206
AL	STEPHEN FLEMMING	Interstate Towing and Tire Pros	Stephen Flemming	1071 W Front Street	Evergreen	AL	36401	251-578-2447
AL	STEPHENSON TIRE & ALIGNMENT, INC.	Stephenson Tire & Alignment Tire Pros	Joel R. Stephenson, III	1954 Florence Blvd.	Florence	AL	35630	253-767-4414
AL	STEPHENSON TIRE & ALIGNMENT, INC.	Tires Only Tire Pros	Joel R. Stephenson, III	3911 Cloverdale Rd.	Florence	AL	35633	256-718-1550
AL	Adair Tire, LLC	Adair Tire Pros	Adam Adair	2253 Decatur Hwy	Gardendale	AL	35071	205-631-0042
AL	OLIVER TIRE, L.L.C.	Oliver Tire Pros	Michael R. Oliver, Jonathan S. Allen	1340 Blount Ave.	Guntersville	AL	35976	256-582-3399
AL	HICKS TIRE PROS, INC.	Hicks Tire Pros	Thomas Dutton; Stephanie Dutton	1103 19th Street	Haleyville	AL	35565	205-486-8216
AL	STEPHENSON TIRE & ALIGNMENT, INC.	Tire Pros of Killen	Joel R. Stephenson, III	1075 Highway 72	Killen	AL	35645	256-272-5032
AL	LEFT LANE AUTO, LLC	Gipson's Tire Pros - Millbrook	Parham Parastaran	3079 Highway 14	Millbrook	AL	36054	334-285-0036

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
AL	LEFT LANE AUTO, LLC	Gipson's Tire Pros - Atlanta Hwy.	Parham Parastaran	4381 Atlanta Hwy	Montgomery	AL	36109	334-676-3060
AL	LEFT LANE AUTO, LLC	Gipson's Tire Pros - Montgomery	Parham Parastaran	321 Madison Avenue	Montgomery	AL	36104	334-819-4949
AL	LEFT LANE AUTO, LLC	Sexton Tire Pros	Parham Parastaran, Jeff Beasley, Kim Price, Derek Dimke	2718 Zelda Rd	Montgomery	AL	36106	334-272-2555
AL	LEFT LANE AUTO, LLC	Gipson's Tire Pros - Prattville	Parham Parastaran	605 McQueen Smith Rd.	Prattville	AL	36066	334-365-0671
AL	A & R TIRES INC	A & R Tire Pros	Barry Roy, Helen Sacra, Derrick Roy	6518 West Jefferson Rd.	Quinton	AL	35130	205-674-6410
AL	FREDERICKSON TIRE COMPANY INC.	Frederickson Tire Pros	Thomas Brocato, David Brocato, Anthony Brocato, Daniel Brocato	601 S. Montgomery Ave.	Sheffield	AL	35660	256-383-7992
AL	WARREN TIRE and AUTO CENTER INC.	Warren Tire Pros	David R. Warren	409 University Blvd. E.	Tuscaloosa	AL	35401	205-758-2739
AL	A & W Repair, Inc.	Warren Tire Pros - 15th St	David R. Warren	1111 15th Street	Tuscaloosa	AL	35401	205-759-5505
AL	Toulouse Tire & Auto a Limited Liability Company	Toulouse Tire Pros	Gary Singleton	5376 US Hwy 231	Wetumpka	AL	36092	334 5670012
AL	Toulouse Tire & Auto a Limited Liability Company	Wetumpka Tire Pros	Gary Singleton	1745 US Hwy 231	Wetumpka	AL	36093	334-514-0455
AR	MCKINNEY TIRE & AUTO, INC.	McKinney Tire Pros	Andrea Standridge, James Rustin Standridge	600 S. Harkrider St.	Conway	AR	72032	501-329-5389
AR	JOE'S TIRE SERVICE, INC	Joe's Tire Pros - El Dorado	Roger Cheshier	609 East Hillsboro St.	El Dorado	AR	71730	870-862-7914
AR	Lark Automotive, Inc.	Monroe's Tire Pros	Rustin Standridge, Andrea Standridge	120 North Broadview St.	Greenbrier	AR	72058	501-679-2066
AR	WYLIE FAMILY ENTERPRISES II, LLC	All About Tire and Brake Tire Pros - Little Rock	Michael Wylie, Lizette Wylie	14908 Cantrell Rd.	Little Rock	AR	72223	501-725-5227
AR	SHERWOOD TIRE SERVICE, INC.	Cross Tire Pros	Charles K. Edens, Kenneth Edens, Kevin Edens	420 South Bowman Road	Little Rock	AR	72211	501-224-2506
AR	WYLIE FAMILY ENTERPRISES, LLC	All About Tire and Brake Tire Pros - Mabelvale	Michael Drake, Brooke Drake	9401 Mabelvale Pike	Mabelvale	AR	72103	501-565-8473

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
AR	SHERWOOD TIRE SERVICE, INC.	Sherwood Tire Pros	Charles K. Edens, Kevin B. Edens, Kenneth Edens	8203 Hwy. 107	Sherwood	AR	72120	501-834-0500
AR	HK AUTO NWA, INC.	Benton Co. Tire Pros	Dean Hudgeons, Glenn Krispense	2113 Highway 412 West	Siloam Springs	AR	72761	479-524-3538
AZ	MELVAN, LLC	Bullhead City Tire Pros	Stephan ("Steve") Boyajian, Hrayr "Harry" A. Boyajian	3160 Highway 95	Bullhead City	AZ	86442	928-758-8154
AZ	ACTIVE TIRE, LLC	Ed Whitehead's Tire Pros - Casa Grande	Ed Whitehead & Fleischmann Family Limited Partnership (Howard Fleischmann)	313 N. Maricopa St.	Casa Grande	AZ	85122	520-836-3135
AZ	GIDDENS TIRE & AUTOMOTIVE, LLC	Giddens Tire Pros	Dallas C. Giddens	1390 East Florence Boulevard	Casa Grande	AZ	85122	520-836-8000
AZ	BDM CUSTOMS LLC	BDM Tire Pros	Michael McCombs	825 E. Chandler Blvd.	Chandler	AZ	85225	480-966-6100
AZ	REESE AND SONS TIRE, INC	Reese's Tire & Automotive Tire Pros	Neil D. Dixon	2435 E Highway 89A	Cottonwood	AZ	86326	928-634-5243
AZ	COYOTE TIRE & AUTOMOTIVE, INC	Coyote Tire Pros	Delmar G. ("Bud") Phillips, Linda J. Phillips	13127 W. Glendale Ave.	Glendale	AZ	85307	623-536-9974
AZ	BEST TIRE, L.L.C.	Best Tire Pros of Kingman	Alex D. Hafen, Cheryl L. Hafen	1210 W. Beale St.	Kingman	AZ	86401	928-753-0336
AZ	HARALSON'S TIRE CO, INC.	Haralson's Tire Company Tire Pros - Lake Havasu City	Jon Haralson, Andrea Haralson	1891 Industrial Blvd.	Lake Havasu City	AZ	86403	982-855-4969
AZ	DESERT TIRE CENTER, L.L.C.	Arizona Tire Pros	Scott Omta, Heather Omta	2033 W. University Dr. #113	Mesa	AZ	85201	480-424-7767
AZ	HARALSON'S TIRE CO, INC.	Haralson's Tire Pros	Jon Haralson, Andrea Haralson	167462 US Hwy 191	Morenci	AZ	85540	928-865-8473
AZ	ALEX'S TIRES, INCORPORATED	Alex's Tire Pros	Alex Badillo, Nora Badillo	30 East Calle Sonora	Nogales	AZ	85621	520-377-9143
AZ	Payson Tire & Automotive, LLC	Payson Tire Pros & Automotive	Brian Bowman	212 West Aero Dr.	Payson	AZ	85541	928-474-8473
AZ	PRESCOTT TIRE PROS & AUTOMOTIVE SERVICE, LLC	Prescott Tire Pros & Automotive Service	Luis Gomez, Angela Gomez, Gary Sharp	1635 W. Iron Springs Rd., Suite D	Prescott	AZ	86305	928-776-0205
AZ	STAMPS AUTO, LLC	Stamps Auto Tire Pros - Queen Creek	John Edward Herring	18705 E Business Park Dr	Queen Creek	AZ	85142	480-655-6101

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
AZ	HARALSON'S TIRE CO, INC.	Haralson's Tire Company Tire Pros - Safford	Jon Haralson, Andrea Haralson	214 E US Highway 70	Safford	AZ	85546	928-428-3505
AZ	STAMPS AUTO, LLC	Stamps Auto Tire Pros - San Tan	John Edward Herring	40815 N Ironwood Dr	San Tan Valley	AZ	85140	480-987-5873
AZ	HARALSON'S TIRE CO, INC.	Haralson's Tire Company Tire Pros - Taylor	Jon Haralson, Andrea Haralson	955 N Main St.	Taylor	AZ	85939	928-428-3505
AZ	ACTIVE TIRE, LLC	Ed Whitehead's Tire Pros - Welton	Ed Whitehead & Fleischmann Family Limited Partnership (Howard Fleischmann)	29889 E. Los Angeles Ave.	Wellton	AZ	85356	928-785-8473
AZ	ACTIVE TIRE, LLC	Ed Whitehead's Tire Pros - 32nd St	Ed Whitehead & Fleischmann Family Limited Partnership (Howard Fleischmann)	3414 E. 32nd St.	Yuma	AZ	85365	928-782-4379
AZ	ACTIVE TIRE, LLC	Ed Whitehead's Tire Pros - 4th Ave	Ed Whitehead & Fleischmann Family Limited Partnership (Howard Fleischmann)	965 S. 4th Ave.	Yuma	AZ	85364	928-782-1868
CA	GH & GK Partnership	Big Discount Tire Pros - Alameda	Guido Bertoli, Gary Voss	1835 Oak Street Unit A	Alameda	CA	94501	707-745--0244
CA	ADAMS AUTOWORX INC.	Autoworx Tire Pros	William ("Bill") Adams	730 San Pablo Ave	Albany	CA	94706	510-886-9299
CA	Anthony Head	Anderson Tire Pros	Anthony Head	2101 Barney Rd	Anderson	CA	96007	530-365-4995
CA	SHAK ENTERPRISES, INC.	Burbank Tire Pros	Stephan ("Steve") Boyajian, Hrayr "Harry" A. Boyajian	2221 W. Victory Blvd.	Burbank	CA	91506	818-842-5124
CA	Evergreen Auto Care 1, Inc.	Integrity Automotive Tire Pros- Campbell	Preet Singh	1800 Winchester Blvd.,	Campbell	CA	95008	408-583-1200
CA	MARIANO P CANDELARIO, INC	Castro Valley Tire Pros	Mariano Candelario, Sandra Candelario	2470 Castro Valley Blvd.	Castro Valley	CA	94546	510-581-0660

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
CA	CHERNISS TIRE WORLD, INC.	Cherniss Tire World Tire Pros	Randy Cherniss, Lil Cherniss, Iliana Cherniss, Danielle Cherniss, Brent Cherniss, Bryan Cherniss	101 Broadway	Chula Vista	CA	91910	619-4279-121
CA	HERNANDEZ TIRE SALES, INC.	Hernandez Tire Pros	Agustin Hernandez, Elsa Brynd	3236 Main St.	Chula Vista	CA	91911	619-426-8422
CA	CRESCENT CIRCLE LLC	Tire Pros Clearlake	Diana Jurgensen, Venessa Silveira	14320 Lakeshore Dr	Clearlake	CA	95422	707-994-9097
CA	MAC'S TIRE SERVICE INC	Mac's Tire Pros	Rodney McKinney, Jenine McKinney	723 Clovis Avenue	Clovis	CA	93612	559-299-7231
CA	Larry McCray	Jerry's Brake and Tire Pros	Larry McCray	1011 W. 6th St.	Corona	CA	92882	951-371-5390
CA	FORMAN HOLDINGS, LLC	Signature Performance Tire Pros	Daniel Stewart	2177 Harbor Blvd	Costa Mesa	CA	92627	714-850-0060
CA	TED J. CHAMBERS, INC.	Davis Tire Pros	Ted J. Chambers, Georgiann Chambers	1513 5th Street	Davis	CA	95616	530-753-7901
CA	TEDDY VICTOR, INC	Dixon Tire Pros	Ted V. Jorgensen	205 Stratford Ave.	Dixon	CA	95620	707-678-1669
CA	ELITE MOBILE SERVICES, INC.	El Cajon Tire Pros	Travis Davison	1253 North 2nd Street	El Cajon	CA	92021	619-823-0592
CA	GRANT GUNNELL ENTERPRISES #34	Elk Grove Tire Pros	David E. Riesen	9720 Elk Grove Florin Rd.	Elk Grove	CA	95624	(916) 686-4628
CA	BOT Fairfield, Inc.	Big Discount Tire Pros - Fairfield	Guido Bertoli, Gary Voss	1129 North Texas St.	Fairfield	CA	94533	(707) 429-5777
CA	TP TIRE OF FOLSOM #1, INC.	Folsom Tire Pros	Eduardo Gonzalez, Paul Fuller	90 Clarksville Rd.	Folsom	CA	95630	(916) 984-6504
CA	NORTH COAST TIRE, INC.	North Coast Tire Pros	Rick McFarlin	440 South Main Street	Fort Bragg	CA	95437	(707) 964-3184
CA	GH & GK Partnership	Big Discount Tire Pros - Fremont	Guido Bertoli, Gary Voss	38623 Fremont Blvd. #100	Fremont	CA	94536	(510) 790-2402
CA	BLACKSTONE AUTOMOTIVE, INC.	Blackstone Tire Pros	Zane Ali	6053 N Blackstone	Fresno	CA	93710	559-374-5333
CA	SPROUT ENTERPRISES, INC	Fresno Tire Pros	Jeanne Whiteneck	4102 West Shaw Ave.	Fresno	CA	93722	(559) 275-4711
CA	BEST BUY TIRE CENTERS INC	Best Buy Tire Pros - Glendale	Hamo Harry Kasbarian, Antranik Kasbarian	244 N. Glendale Ave.	Glendale	CA	91206	(818) 241-5149

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
CA	PHIL'S TIRE & AUTO CARE, INC.	Phil's Tire Pros	Jason Peters, Angela Peters	422 Purissima Street	Half Moon Bay	CA	94019	(650) 726-5153
CA	NORCAL TIRE AND WHEEL, INC.	Hayward Tire Pros	Shaeed Ali	263 West A St.	Hayward	CA	94541	(510) 786-3771
CA	NORCAL TIRE AND WHEEL, INC.	NorCal Tire Pros - Hayward	Shaeed Ali	29440 Mission Blvd.	Hayward	CA	94544	(510) 728-8473
CA	PLUS 1 PERFORMANCE TIRE AND AUTOMOTIVE, INC.	Plus 1 Performance Tire Pros	Pankaj ("Paul") Palta, Jyoti ("Tina") Palta	3704 E Highland Ave	Highland	CA	92346	(909) 425-9753
CA	SAN BENITO TIRE, INC.	San Benito Tire Pros	Robert Cain, Brian Cain, John Cain	246 Tres Pinos Road	Hollister	CA	95023	(831) 637-5804
CA	TEXAS STREET SHELL SERVICES, INCORPORATED	La Mesa Tire Pros	William Clark, Nathan Clark, Patricia Clark	3810 Massachusetts Ave.	La Mesa	CA	91941	619-460-9194
CA	Imperial Tire Plus, Inc.	Imperial Tire Pros	Arturo Sanchez	14321 Imperial Highway	La Mirada	CA	90638	(562) 944-3330
CA	TIRES, WHEELS, ETC. INCORPORATED	Performance Plus Tire Pros	Henry Feldman	3910 Cherry Ave.	Long Beach	CA	90807	562-981-2686
CA	WEST COAST TIRE WAREHOUSE INC.	West Coast Tire & Service, Inc. Tire Pros	Matlin Mirman, Tomi ("Tom") Eisenberg	2239 Pontius Ave.	Los Angeles	CA	90064	(310) 477-7057
CA	DOWNTOWN TIRE & WHEEL	Los Amigos Tire Pros - Manteca	Francisco J. Chavez, Isabel Chavez	123 Main Street	Manteca	CA	95336	(209) 239-8079
CA	Canyon Lake Auto Repair, Inc.	Canyon Lake Auto Tire Pros	Timothy ("Tim") Ferguson, Mark Ducharm	29410 Goetz Road	Menifee	CA	92587	(951) 244-2509
CA	DOWNTOWN TIRE & WHEEL	Los Amigos Tire Pros - Modesto	Francisco J. Chavez, Isabel Chavez	1700 Crows Landing Rd.	Modesto	CA	95351	(209) 531-1479
CA	Gurdev S. Sangha	Tire Pros of Modesto	Gurdev S. Sangha	3501 Yosemite Blvd.	Modesto	CA	95357	(209) 576-7767
CA	SHAK ENTERPRISES, INC.	Montebello Tire Pros	Stephan ("Steve") Boyajian, Hrayr "Harry" A. Boyajian	830 W Whittier Blvd	Montebello	CA	90640	(323) 728-7274
CA	HINSON'S TIRE and AUTO CENTER, INC.	Hinson's Tire Pros	Minas Kurkeyerian, Minas Kurkeyerian, II, Charlie Simmons	839 Quintana Road	Morro Bay	CA	93442	(805) 772-1227
CA	ZKHAN CORPORATION	North Highlands Tire Pros & Auto Care	Waqar Malik	5851 Watt Ave.	North Highlands	CA	95660	916-332-1603
CA	NORTHRIDGE TIRE AND SERVICE CENTER INC	Northridge Tire Pros	Roy Halpern	8765 Reseda Blvd. # A	Northridge	CA	91324	(818) 349-0647

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
CA	BEST BUY TIRE CENTERS INC	Best Buy Tire Pros - Norwalk	Hamo Harry Kasbarian, Antranik Kasbarian	12932 Pioneer Blvd.	Norwalk	CA	90650	(562) 868-7724
CA	MDS ENTERPRISES INC	Sullivan's Tire Pros	Michael Sullivan, Jr. Jason Cieslinski, Brian Cieslinski	40126 Highway 49	Oakhurst	CA	93644	(559) 683-5999
CA	ACOSTA & DESTA PARTNERSHIP	Oakland Tire Pros	Lorena Acosta, Goitom B. Desta	9801 International Blvd.	Oakland	CA	94603	(510) 568-4442
CA	J.M.C., INC.	Oceanside Tire & Service Center Tire Pros	Ron Shockley	499 A College Blvd.	Oceanside	CA	92057	(760) 940-1100
CA	T & T THOUSAND OAKS, INC.	Pacoima Tire Pros	Tareq Nasrallah, Leena Nasrallah	11057 San Fernando Rd.	Pacoima	CA	91331	(818) 570-9920
CA	AHAAN CORP.	The Car Doctor Tire Pros	Nazy Dastgah, Ali Dastgah	710 San Antonio Rd	Palo Alto	CA	94303	650-493-8600
CA	T & T PASADENA, INC.	Pasadena Tire Pros	Tareq Nasrallah, Leena Nasrallah	112 S. Rosemead Rd.	Pasadena	CA	91107	(626) 888-6410
CA	PATTERSON TIRE COMPANY, INC.	Patterson Tire Pros	Lazaro Navarro, Thomas Maring, Matt Maring	515 S. 2nd St.	Patterson	CA	95363	(209) 892-2736
CA	MAVERICK TIRE SUPPLY, INC.	Tred Shed Tire Pros	Craig Schoenthaler, Vicki Schoenthaler, Kyle Schoenthaler	50 Bliss Avenue	Pittsburg	CA	94565	(925) 432-3422
CA	JANS TIRES INC.	Pomona Tire Pros	Agha Jan	505 West Holt Ave.	Pomona	CA	91768	(909) 629-8473
CA	AMERICAN RESIDENTIAL SERVICES, INC.	Ramona Tire Pros and Service Center	Elmer Vires	1811 Main Street	Ramona	CA	92065	(760) 789-8877
CA	HIGH SIERRA INCORPORATED	Tire Cobbler Tire Pros	Jaime Borge, Linda Borge	5110 Caterpillar Rd	Redding	CA	96003	530-246-8677
CA	REDLANDS TIRE PROS AND SERVICE CENTER, LLC	Redlands Tire Pros	Robert Rogers, Jerry E. Rogers	525 W. Redlands Blvd.	Redlands	CA	92373	(909) 255-7571
CA	JAMES R. CHEN, INC.	Independent Repair Tire Pros	James R. Chen	2720 Artesia Blvd.	Redondo Beach	CA	90278	(310) 376-7963
CA	REDWOOD GENERAL TIRE	Redwood General Tire Pros	Alpio Barbara	1630 Broadway	Redwood City	CA	94063	(650) 369-0351
CA	MCNAIR'S AUTO REPAIR, INC.	Riverside Tire Pros	Larry McCray	6789 Brockton Ave	Riverside	CA	92506	951-742-7575
CA	RODEO AUTOTECH, INC.	Rodeo Autotech Tire Pros	Jason Rodriguez	650 Parker Ave.	Rodeo	CA	94572	(510) 245-8473
CA	BENEDETTI TIRE SERVICE, INC.	Rohnert Park Tire Pros	Mark Reece	5979 Commerce Blvd.	Rohnert Park	CA	94928	707-584-4881
CA	O. K. TIRE STORES, INC.	OK Tire and Automotive Tire Pros	Mark Tornatore	4715 Auburn Blvd.	Sacramento	CA	95841	916-331-0321

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
CA	NORCAL TIRE AND WHEEL, INC.	Sacramento Tire Pros	Shaeed Ali	2468 Florin Rd.	Sacramento	CA	95822	(510) 728-8473
CA	IWC Motorsports, Inc.	IWC Motorsports Tire Pros and Automotive	Justin Burke, Laura Burke	640 West Mill Street	San Bernardino	CA	92410	(909) 885-9000
CA	SHAK ENTERPRISES, INC.	Tire Pros of San Dimas	Stephan ("Steve") Boyajian, Hrayr "Harry" A. Boyajian	603 West Terrace Dr.	San Dimas	CA	91773	(909) 599-6754
CA	Santa Cruz Auto Express, Inc.	Auto Express Tire Pros	Paul Salazar	2842 Soquel Ave.	Santa Cruz	CA	95062	(831) 462-3323
CA	Evergreen Auto Care, Inc.	Integrity Automotive Tire Pros - Scotts Valley	Preet Singh	107 Whispering Pines Dr.	Scotts Valley	CA	95066	(831) 439-9631
CA	SULLIVAN'S TIRES, INC	Sullivan's Tire Pros & Auto Service	Ryan Sullivan	1730 The Mall	Seaside	CA	93955	(831) 394-6561
CA	BENEDETTI TIRE SERVICE, INC.	Benedetti Tire Service Tire Pros	Mark Reece	6809 Sebastopol Avenue	Sebastopol	CA	95472	(707) 829-0562
CA	SHAK ENTERPRISES, INC.	Simi Valley Tire Pros	Stephan ("Steve") Boyajian, Hrayr "Harry" A. Boyajian	4386 E. Los Angeles Ave.	Simi Valley	CA	93063	(805) 527-3867
CA	HIGH SIERRA INCORPORATED	Ken's Tire Center Tire Pros	Jaime Borge, Linda Borge	2104 Lake Tahoe Blvd,	South Lake Tahoe	CA	96158	530-541-1505
CA	PK TIRES AND WHEELS, INC.	PK Tire Pros - Pacific Ave	Muhammad Ahmad	1546 Pacific Ave.	Stockton	CA	95204	(209) 888-4571
CA	PK TIRES AND WHEELS, INC.	PK Tire Pros - Waterloo Rd	Muhammad Ahmad	2252 Waterloo Rd.	Stockton	CA	95206	(209) 547-0234
CA	Menifee Valley Tire & Auto Services	Bradley Auto Services Tire Pros	Timothy ("Tim") Ferguson, Wendy Ferguson, Mark Ducharm	28200 Bradley Road	Sun City	CA	92586	(951) 672-4921
CA	DASTGAH TIRE COMPANY AND SERVICES L.L.C.	Dastgah Tire Pros and Service	Ali Dastgah	135 N Wolfe Rd Ste 60	Sunnyvale	CA	94086	408-733-8473
CA	CARLSON'S TIRE PROS, INC.	Carlson's Tire Pros & Automotive	Jon E. Carlson	2935 Riverside Dr.	Susanville	CA	96130	(530) 257-5559
CA	BLACK AND ROUND, LLC	Thousand Oaks Tire Pros	Henry John Heeber, IV	3209 Thousand Oaks Blvd #D	Thousand Oaks	CA	91362	(805) 379-4055
CA	Christopher James DeLaval Sole Proprietor	Tire Pros of Yucca Valley	Christopher James DeLaval	56140 Twenty Nine Palms Hwy	Twenty Nine Palms	CA	92284	(760) 228-5874

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
CA	IC AUTO, INC.	Twenty-Nine Palms Tire Pros	Mark Speer, Shawn Speer	4082 Adobe Road Unit B	Twenty-Nine Palms	CA	92277	(760) 367-0222
CA	KIM, BRIAN T	Tire Pros of Upland	Brian T. Kim	2020 W. Foothill Blvd.	Upland	CA	91786	(909) 981-9777
CA	RODRIGUEZ & SONS ENTERPRISES INC.	Vista Tire Pros	Gabe Rodriguez, Kelly Rodriguez, Cameron Rodriguez	636 So. Santa Fe Ave.	Vista	CA	92084	(760) 726-0680
CA	JANS TIRES INC.	Walnut Tire Pros	Agha Jan	3920 Valley Blvd D	Walnut	CA	91789	909-594-0477
CA	NORTH STAR AUTO REPAIR LLC	Yuba City Tire Pros & Autoworks	Nasir Khan	616 Colusa Ave	Yuba City CA	CA	95991	530-923-7795
CO	Dennison Auto Group, LLC	America's Auto & Tire Pros - Alamosa	Cody Dennison	2515 Main St	Alamosa	CO	81101	719-496-1015
CO	Chihuahua Tires Inc	Llantera Chihuahua Tie Pros-	Jose Pena	10195 East Colfax Ave, Aurora	Aurora	CO	80010	720-216-0847
CO	Dennison Auto Group, LLC	America's Auto & Tire Pros - Bayfield	Cody Dennison	360 N Mountain View Dr	Bayfield	CO	81122	970-884-9727
CO	HTP Centennial, LLC	Hometown Tire Pros & Service Center	Alexander Gillett	13900 E. Briarwood Ave.	Centennial	CO	80112	(720) 328-0490
CO	Dennison Auto Group, LLC	America's Auto & Tire Pros - Cortez	Cody Dennison	244 E Main St	Cortez	CO	81321	970-565-3672
CO	The Lube Shop Corp	The Lube Shop Tire Pros	Melvyn ("Mel") J. Cook	188 Gunnison River Drive	Delta	CO	81416	970-399-3132
CO	LLANTERA CHIHUAHUA INC	Llantera Chihuahua Tie Pros-Denver	Jose Pena	405 Federal Blvd	Denver	CO	80204	303-935-2440
CO	Dennison Auto Group, LLC	America's Auto & Tire Pros - Durango	Cody Dennison	474 E College Dr	Durango	CO	81301	970-247-9860
CO	The Shop Automotive & Tire, Inc.	The Shop Automotive Tire Pros	Melvyn ("Mel") J. Cook	12912 Highway 65	Eckert	CO	81418	970-835-4999
CO	LLANTERA CHIHUAHUA INC	Llantera Chihuahua Tie Pros-	Jose Pena	3723 West Service Rd.	Evans	CO	80620	970-793-2183
CO	ROCKY MOUNTAIN AUTO FITNESS CENTER, INC.	The Pit Stop Tire Pros	Kevin Chee	410 West 1st Street	Glenwood Springs	CO	81601	(970) 945-1118
CO	DOWN VALLEY TIRES AND WHEELS, LLC	Down Valley Tire Pros	Cicero DaSilva	720 Red Table Dr	Gypsum	CO	81637	970-777-8473
CO	Dennison Auto Group, LLC	America's Auto & Tire Pros - Montrose	Cody Dennison	1000 N Townsend Ave	Montrose	CO	81401	970-249-2461

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
CO	Dennison Auto Group, LLC	America's Auto & Tire Pros - Pagosa Springs	Cody Dennison	1887 Eagle Dr	Pagosa Springs	CO	81147	970-264-2887
CO	Marketplace Partners LLC	Yampa Valley Tire Pros & Express Lube	Jeremy Behling	2440 Lincoln Ave.	Steamboat Springs	CO	80487	(970) 879-7779
CO	Chihuahua Tires Inc	Llantera Chihuahua Tie Pros-Westminster	Jose Pena	7095 Federal Blvd	Westminster	CO	80030	303-430-5930
CT	JOE'S TIRE SHOP INC.	Joe's Tire Shop Tire Pros	Richard Dibeneditto	31 Thomaston Ave.	Waterbury	CT	06702	(203) 753-3108
DE	Cook's Tire II, LLC	Cook's Tire Pros & Auto Repair - Harrington	Candy Cook	12 Clark St.	Harrington	DE	19952	302-398-3230
DE	W.T. SCHRIDER & SONS, INC.	In and Out Tire Pros	William T. Schrider, III, Rita L. Schrider	24572 Betts Pond Road	Millsboro	DE	19966	(302) 934-1900
FL	ARCADIA AMOCO LLC	Lucky's Tire Pros	Travis Muse, Wendy Muse, Lucky Muse	908 E. Hickory Street	Arcadia	FL	34266	863-494-0202
FL	Futch Ventures, Inc.	Big T Tire Pros	Kenneth Futch	1109 West Main Street	Avon Park	FL	33825	(863) 452-2031
FL	VP&C, Inc.	George's Tire Pros	Vincent Capobianco, Patricia Capobianco	3260 N. Lecanto Highway	Beverly Hills	FL	34465	(352) 527-1712
FL	SHEPHERD'S TIRE SERVICE, INC.	Shepherd's Tire Pros	Larry W. Shepherd	3949 14th Street W	Bradenton	FL	34205	(941) 746-7885
FL	DAY'S TIRE & SERVICE CENTER, INC.	Day's Tire Pros	Kimberly Day-Scheid	2510 South Ferdon Blvd	Crestview	FL	32536	(850) 682-6733
FL	VANNOY'S TIRES, INC	Vannoy's Tire Pros - Gulf Breeze	Jeffrey C. Vannoy, Vicki Vannoy-Beauchaine	3425 Gulf Breeze Parkway	Gulf Breeze	FL	32563	(850) 916-0912
FL	PALM BEACH TIRE INC	Palm Beach Tire Pros	Thiago Ribeiro	1360 Hypoluxo Rd.	Lantana	FL	33462	(561) 547-0408
FL	M J SHORT & ASSOCIATES, INC.	Big Tires and More Tire Pros - Lutz	Michael J. ("Mike") Short	17324 North US Highway 41	Lutz	FL	33549	813-949-8095
FL	ROADMART OF FLORIDA, LLC	Road Mart Tire Pros - Lynn Haven	Melanie Coulliette, Elizabeth Coulliette	2413 S. Highway 77	Lynn Haven	FL	32444	(850) 265-9401
FL	BANNER TIRE SOUTH INC	Banner Tire Pros South	Thomas G.Kennedy, Alfred Kennedy	17645 S. Dixie Highway	Miami	FL	33157	(305) 233-4260
FL	PAUL'S TIRES INC.	Paul's Tire Pros	Paul Seaman, Ian Seaman	7601 NW 66th St.	Miami	FL	33166	(305) 592-0509
FL	GEORGE'S WHOLESALE TIRES OF PASCO, INC.	George's Wholesale Tire Pros - New Port Richey	Shawna McCormick	11322 Ridge Rd.	New Port Richey	FL	34654	727-847-1701
FL	VANNOY'S TIRES, INC	Vannoy's Tire Pros #7	Jeffrey C. Vannoy, Vicki Vannoy-Beauchaine	4020 Hwy 90	Pace	FL	32571	(850) 994-5434

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
FL	ROADMART OF FLORIDA, LLC	Baytown Tire Pros - Panama City	Melanie Coulliette, Elizabeth Coulliette	2609 W. 15th St.	Panama City	FL	32401	(850) 873-8900
FL	VANNOY'S TIRES, INC	Vannoy's Tire Pros - New Warrington Rd	Jeffrey C. Vannoy, Vicki Vannoy-Beauchaine	1249 New Warrington Rd.	Pensacola	FL	32506	(850) 455-5492
FL	VANNOY'S TIRES, INC	Vannoy's Tire Pros - E. Nine Mile Rd	Jeffrey C. Vannoy, Vicki Vannoy-Beauchaine	126 E. Nine Mile Rd.	Pensacola	FL	32534	(850) 476-2507
FL	VANNOY'S TIRES, INC	Vannoy's Tire Pros - N. 9th Ave	Jeffrey C. Vannoy, Vicki Vannoy-Beauchaine	6113 N. 9th Ave.	Pensacola	FL	32504	(850) 477-0209
FL	VANNOY'S TIRES, INC	Vannoy's Tire Pros - W. Michigan Ave	Jeffrey C. Vannoy, Vicki Vannoy-Beauchaine	2252 W. Michigan Ave	Pensacola	FL	32526	(850) 944-4722
FL	VANNOY'S TIRES, INC	Vannoy's Tire Pros #6 - 3199 W Nine Mile Rd.	Jeffrey C. Vannoy, Vicki Vannoy-Beauchaine	3199 West Nine Mile Rd.	Pensacola	FL	32534	(850) 435-4555
FL	M J SHORT & ASSOCIATES, INC.	Big Tires and More Tire Pros - Pinellas Park	Michael J. ("Mike") Short	5317 Park Blvd.	Pinellas Park	FL	33781	(727) 541-5707
FL	GEORGE'S WHOLESALE TIRES OF PASCO, INC.	George's Wholesale Tire Pros - Port Richey	Shawna McCormick	8230 US Highway 19	Port Richey	FL	34668	727-817-0905
FL	RAY'S TIRE AND SERVICE CENTER, INC.	Ray's Tire Pros	Edward Dean Petty, Susan W. Petty	1375 US Hwy 1 South	Saint Augustine	FL	32084	(904) 829-6418
FL	BOB LEE'S, INC.	Bob Lee's Tire Pros	Robert (Bob) E. Lee IV, Todd Murrian	1631 4th St. North	St. Petersburg	FL	33704	727-822-3981
FL	ATLANTIC TIRE CENTER INC.	Atlantic Tire Center Tire Pros	Ellsworth ("ER") R. Clark, III, Ellsworth R. Clark, Jr.	1380 SE Monterey Rd.	Stuart	FL	34994	(772) 287-7994
GA	NR AUTOMOTIVE, INC.	Augusta Tire Pros	Logan Leslie	1896 Gordon Hwy.	Augusta	GA	30904	706-733-5533
GA	LYNN STATION, LLC	Delta Tire Pros	John J. Lynn, Carl T. Lynn, Carl T. Lynn, Jr., Kay M. Lynn	1616 Dothan Road	Bainbridge	GA	39817	(229) 246-2750
GA	SHOOK AUTOMOTIVE, LLC	Shook Automotive Tire Pros	Darrell Linn Shook	2307 Murphy Hwy.	Blairsville	GA	30512	(706) 745-9596
GA	J & J TIRE, LLC	J & J Tire Pros - Glynn Park Rd.	Jacob Brandon Melton	1026 Glynn Park Rd.	Brunswick	GA	31525	(912) 264-2242
GA	J & J TIRE, LLC	J & J Tire Pros-Brunswick	Jacob Brandon Melton	223 Candler Dr.	Brunswick	GA	31523	912-554-2223
GA	BYRON TIRE COMPANY INC.	Byron Tire Pros	Christopher C. ("Chris") Hodges	299 New Dunbar Rd.	Byron	GA	31008	478-956-3551

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
GA	NR AUTOMOTIVE, INC.	Mission Automotive Tire Pros	Logan Leslie	121 S Gilmer St.	Cartersville	GA	30120	770-382-4697
GA	NR AUTOMOTIVE, INC.	Bagwell & Mathis Automotive Tire Pros	Logan Leslie	107 Pirkle Ferry Rd	Cumming	GA	30040	770-887-2351
GA	TRAMMELL, WILLIAM	Trammell Tire Pros	William Trammell	1656 Morrison Moore Parkway West	Dahlonega	GA	30533	(706) 864-3346
GA	AVONDALE TIRE & SERVICE, INC.	Neighborhood Tire Pros - Avondale	James R. Baxter	3589 Memorial Drive	Decatur	GA	30032	(404) 284-8835
GA	DECATUR TIRE & SERVICE, LLC	Neighborhood Tire Pros - Decatur	James R. Baxter	307 Clairemont Ave.	Decatur	GA	30030	(404) 377-5069
GA	NR AUTOMOTIVE, INC.	Bright Star Automotive Tire Pros	Logan Leslie	8932 Bright Star Rd.	Douglasville	GA	30134	770-949-8173
GA	BOYD TIRE COMPANY	Boyd Tire Pros	George R. Boyd, William H. Boyd	3495 Norman Berry Drive	East Point	GA	30344	(404) 767-4321
GA	COVENANT CONCEPTS INC.	Marc Yount's Tire Pros	Marc B.Yount	4277 Washington Rd, Ste A	Evans	GA	30809	(706) 868-7770
GA	NR AUTOMOTIVE, INC.	Hoffman Automotive Tire Pros - Fayetteville	Logan Leslie	620 Glynn Street N	Fayetteville	GA	30214	770-461-1069
GA	THE TIRE BARN, INC.	The Tire Barn Tire Pros	William Roper, Jack Roper	1522 MLK Blvd.	Gainesville	GA	30501	(770) 536-6021
GA	GREENSBORO FULL SERVICE, INC.	Greensboro Tire Pros	Gary Usry, Wayne Usry	1010 Town Creek Blvd.	Greensboro	GA	30642	(706) 453-2454
GA	NR AUTOMOTIVE, INC.	Xpress Automotive Tire Pros	Logan Leslie	155 N Expressway	Griffin	GA	30223	770-233-9834
GA	Liberty Tire, LLC	Liberty Tire Pros	Daniel A. Wedincamp	837 Elma G Miles Parkway	Hinesville	GA	31313	(912) 876-4111
GA	STANANCO, INC.	Stananco Tire and Power Equipment Tire Pros	Stanley R. Maddox, Sr., Stanley R. Maddox, Jr. Ryan Andrew Maddox	110 Stark Road	Jackson	GA	30233	(770) 775-7112
GA	NR AUTOMOTIVE, INC.	Fryer's Automotive Tire Pros	Logan Leslie	808 New Franklin Rd	La Grange	GA	30240	706-882-0033
GA	SMITH SALES, INC.	Smith Tire Pros & Alignment	Adam Smith	13235 Jones Street	Lavonia	GA	30553	706-356-1414
GA	NR AUTOMOTIVE, INC.	Alpha Automotive Tire Pros - Locust Grove	Logan Leslie	333 Stanley K Tanger Blvd	Locust Grove	GA	30248	678-379-2603

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
GA	NR AUTOMOTIVE, INC.	Lancaster Automotive Tire Pros	Logan Leslie	1366 Gray Hwy,	Macon	GA	31211	478-741-4447
GA	QUICK LUBE CAR CARE CENTER LLC	BP Car Care Tire Pros	James R. Baxter	557 Johnson Ferry Rd.	Marietta	GA	30068	(770) 973-1643
GA	NR AUTOMOTIVE, INC.	Carver Tire Pros	Logan Leslie	2060 Georgia Highway-155 North	McDonough	GA	30252	770-957-8050
GA	NR AUTOMOTIVE, INC.	East 81 Automotive Tire Pros	Logan Leslie	780 Highway 81 E	McDonough	GA	30252	678-583-1121
GA	MOULTRIE TIRE & RECAPPING CO., INC.	Moultrie Tire Pros	Rodney Traylor	900 N. Main Street	Moultrie	GA	31768	(229) 985-5619
GA	NR AUTOMOTIVE, INC.	Binion Tire Pros	Logan Leslie	26 Spence Ave	Newnan	GA	30263	770-253-4608
GA	NR AUTOMOTIVE, INC.	Crossroads Automotive Tire Pros	Logan Leslie	3210 Georgia 34	Newnan	GA	30265	770-254-1514
GA	NEXTIRE SUWANEE INC.	Neighborhood Tire Pros - Suwanee	James R. Baxter	2115 Lawrenceville Suwanee Rd.	Suwanee	GA	30024	(770) 513-1221
GA	SINGLETARY TIRE SERVICE, INC.	Singletary Tire Pros	Curtis Singletary	401 North Madison St.	Thomasville	GA	31792	(229) 226-2842
GA	Phillip R. Brown, Sole Proprietor	Brown's Tire Pros	Phillip R. Brown	2061 Highway 301 S.	Trenton	GA	30752	(706) 657-5199
GA	CBC CAPITAL INC.	Fussell Tire Pros	George ("Coy") Fussell, Louis Cassotta	1775 Westside Way	Valdosta	GA	31601	(229) 259-0034
GA	BRENAFER, INC.	Miller Tire Pros	Walter I. Miller, III ("Butch")	1915 Memorial Drive	Waycross	GA	31502	(912) 285-5318
GA	NR AUTOMOTIVE, INC.	Hoffman Automotive Tire Pros - Woodstock	Logan Leslie	9575 Main Street	Woodstock	GA	30188	770-926-3173
IA	DOWNEY TIRE SERVICE L.C.	Downey Tire Pros	Jarid Downey	103 W 2nd Avenue	Indianola	IA	50125	(515) 961-0345
IA	BLACK'S TIRE COMPANY LLC	Black's Tire Company Tire Pros	James C. ("Jim") Robinson	517 West Main Street	Ottumwa	IA	52501	(641) 682-8063
IA	TIRES, TIRES, TIRES, INC.	Tires, Tires, Tires Tire Pros - W 19th St	Daniel J. Nothdurft, Dale Nothdurft	329 W. 19th St.	Sioux City	IA	51103	(712) 202-7500
IA	TIRES, TIRES, TIRES, INC.	Tires, Tires, Tires Tire Pros - Gordon Dr.	Daniel J. Nothdurft, Dale Nothdurft	2620 Gordon Dr.	Sioux City	IA	51106	(712) 258-7500
IA	CLARK TIRE CENTER INC.	Clark Tire Center Tire Pros	David Clark, Dawn Clark	878 Allamakee St.	Waukon	IA	52172	(563) 568-2707

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
ID	WICKEL TIRE, INC.	Wickel Tire Pros	Jesse Wickel, Ardel Wickel	659 Overland Ave.,	Burley	ID	83318	208-678-8801
ID	ROGER'S WHEEL ALIGNMENT & TIRE CO., INC.	Roger's Tire Pros - Caldwell	Roger Goff, Donna Goff	4024 Cleveland Street	Caldwell	ID	83605	(208) 454-2573
ID	WICKEL TIRE, INC.	Wickel Tire Pros - Jerome	Jesse Wickel, Ardel Wickel	337 W Main St	Jerome	ID	83338	
ID	ROGER'S WHEEL ALIGNMENT & TIRE CO., INC.	Roger's Tire Pros - Meridian	Roger Goff, Donna Goff	3304 West Ustick Rd	Meridian	ID	83642	(208) 454-2573
ID	KING'S PRO-TIRE CENTER, INC.	King's Pro-Tire Center Tire Pros	Christopher B. King, Megan L. King	1111 1st Street South	Nampa	ID	83651	(208) 466-8472
ID	MICHAEL BOLLER, LLC	95 Tire & Auto Tire Pros	Michael Boller	210 10th St.	Plummer	ID	83851	(208) 686-0425
ID	GRIPTION TIRES, INC.	Gription Tire Pros	Jose Gomez ("Gomie")	431 Division Ave.	Sandpoint	ID	83864	208-255-2020
ID	Panhandle Automotive Co.	Jim's Auto Tire Pros	James Hilde, Daniel Hilde	69 Milwaukee Road	St. Maries	ID	83861	208-245-5202
IL	LOWELL'S SERVICE CENTER, LLC	Lowell's Service Center Tire Pros	Gregory E. Lowell	2000 Vandalia Street	Collinsville	IL	62234	(618) 344-3312
IL	Tony & Sons, Inc.	Tony & Sons Tire Pros	Donald R. Perhay, Kathleen Perhay	3508 E. Washington St.	East Peoria	IL	61611	(309) 694-3567
IL	INTERSTATE TIRE COMPANY	Interstate Tire Pros	Shawn Hughes, Sara Jones, Sandra Mann	2312 W Main St	Marion	IL	62959	618-993-6250
IN	MACON IT HAPPEN, LLC	Kaiser Tire Pros - New Albany	Shaun McDaniel & Kevin Smith	528 State Street	New Albany	IN	47150	(502) 368-6333
KS	EXPRESS TIRE & AUTO L.L.C.	Express Tire & Auto Tire Pros	John F. Ingold, Karla S. Ingold	806 E. 12th Street	Emporia	KS	66801	(620) 343-9994
KS	KT TIRE & SERVICE, INC.	KT Tire & Service Tire Pros	Kurt Graff, Tammy Graff	210 East Hwy. 96	Leoti	KS	67861	620-375-5210
KS	NEWTON TIRE & AUTO CENTER, INC.	Newton Tire & Auto Center Tire Pros	David Smith, Cheryl Smith	200 N. Meridian	Newton	KS	67114	(316) 283-2886
KS	RYNO AUTOMOTIVE, INC.	Tracy's Automotive Tire Pros - E 1st St	Michael L. Ryno	525 East 1st Street North	Wichita	KS	67202	(316) 267-0030
KS	Get Away Garages, LLC	Tracy's Automotive Tire Pros - W 21st St	Michael L. Ryno	11770 West 21st. St. North	Wichita	KS	67205	(316) 558-3880
KS	TRACY'S AUTOMOTIVE 1 INC.	Tracy's Automotive Tire Pros - West Maple St.	Michael L. Ryno	3804 West Maple Street	Wichita	KS	67213	(316) 945-3414
KY	ALEXANDRIA TIRE CENTER, INC.	Alexandria Tire Pros	Lucian Carl Placke, Lisa Snyder-Placke	8117 Alexandria Pike	Alexandria	KY	41001	(859) 635-0441

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
KY	JIMSTONE, LLC	David Toles Auto Pro and Tire Pros - Duncan Rd.	James C. Cantrell, David A. Toles	515 Duncan Rd.	Frankfort	KY	40601	502-352-2988
KY	JIMSTONE, LLC	David Toles Auto Pro and Tire Pros - Versailles Rd.	James C. Cantrell, David A. Toles	1348 Versailles Rd.	Frankfort	KY	40601	502-352-2205
KY	SOUTHERN KY AUTO, LLC	Southern KY Tire Pros	Foster Vann, Hunter Vann	1004 Happy Valley Rd	Glasgow	KY	42141	270-861-2003
KY	BILL ETSCORN, INC.	Bill Etscorn's Tire Pros	William Etscorn, III, David Etscorn, Brent Etscorn, Bryan Etscorn	3935 Bardstown Rd.	Louisville	KY	40218	(502) 499-8245
KY	MACON IT HAPPEN, LLC	Kaiser Tire Pros - 3rd Street	Shaun McDaniel & Kevin Smith	7944 3rd Street Road	Louisville	KY	40214	(502) 368-6333
KY	MACON IT HAPPEN, LLC	Kaiser Tire Pros - Southside Dr.	Shaun McDaniel	7000 Southside Drive	Louisville	KY	40214	(502) 368-3304
KY	D&D TIRES, INC	D & D Tire Pros	Derick H. Thomas, Darrin L. Thomas	2433 US Hwy 25 E	Middlesboro	KY	40965	(606) 248-1458
KY	LAKESIDE TIRE, INC.	Skip Cottrell's Tire Pros	Jerry G. ("Skip") Cottrell, Jr.	4285 S Highway 27	Somerset	KY	42501	(606) 678-6555
LA	HUNT'S TIRE AND CAR CARE LLC	Hunt's Tire Pros Car Care	Leslie L. Hunt, Jr.	10440 Greenwell Springs Rd.	Baton Rouge	LA	70814	(225) 272-7404
LA	PLANTATION TIRE & CAR CARE, INC.	Plantation Tire Pros	Mark Tricou	3251 Drusilla Ln.	Baton Rouge	LA	70809	(225) 930-9393
LA	SERVICE TIRE AND AUTO OF LAKE CHARLES, LLC	Service Tire Pros of Lake Charles	Charles D. Barnes, Jolie Barnes	720 West McNeese	Lake Charles	LA	70605	(377)564-6400
LA	BARNES SERVICE TIRE MB, L.L.C.	Service Tire Pros of Moss Bluff	Charles D. Barnes, Jolie Barnes	212 Sam Houston Jones Parkway	Lake Charles	LA	70611	(337) 855-9397
LA	DANNY'S TIRE WORLD, INC.	Danny's Tire World Tire Pros	Arlene Fisher, Danny Doucet	6011 I-49 South	Opelousas	LA	70570	(337) 948-1999
LA	Joe's Tire Service of Ruston, LLC	Joe's Tire Pros - Ruston	Roger Cheshier	2120 Farmerville Hwy	Ruston	LA	71270	318-232-6485
LA	LENARD HOLDINGS, LLC	Ray's Tire Pros	Vines Darren Lenard	1903 Cypress St.	W Monroe	LA	71291	(318) 322-8942
MA	DAVES TIRE AND AUTO SERVICE INC	Dave's Tire & Auto Tire Pros	John Cormier, Everett Mello, Keith Mello	325 Bedford St.	Fall River	MA	02720	(508) 679-6482
MA	BROADWAY TIRE & AUTO CO INC	Broadway Tire Pros	Joe Pauta	456 Broadway	Lawrence	MA	01841	(978) 682-0000

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
MA	WILDER BROTHERS, INC.	Wilder Bros. Tire Pros	Glenn A. Wilder	788 Country Way	North Scituate	MA	02066	(781) 545-0061
MA	Plymouth Tire & Auto Service, Inc.	Plymouth Tire Pros	Stephen Vining, Laurie Vining	130-7 Camelot Dr.	Plymouth	MA	02360	(508) 747-3322
MD	CALDWELL'S TIRE SERVICE INC.	Caldwell's Tire Pros	Leonard Z. Caldwell	6323 Church Hill Rd.	Chestertown	MD	21620	(410) 778-5585
MD	SEP AUTOMOTIVE, INC.	Eagle Tire Pros & Automotive Repair	Stanley Parker, Gloria Parker	2865 Chesapeake Beach Road West	Dunkirk	MD	20754	(301) 855-4552
MD	PJM GROUP, LLC	Mid-Atlantic Tire Pros	Benjamin ("Ben") Ellison	8105A Teal Drive	Easton	MD	21601	410-770-3337
MD	HI-LO AUTO SALES OF MARYLAND, INC.	Tire Pros of Ellicott City	Roland "Bo" Cavell, Jr.	8594 Baltimore National Pike	Ellicott City	MD	21083	410-401-4040
MD	HI-LO AUTO SALES OF MARYLAND, INC.	Tire Pros of Frederick	Roland "Bo" Cavell, Jr.	1427 West Patrick St.	Frederick	MD	21702	(301) 663-6334
MD	FORT WASHINGTON TIRE & AUTO CENTER, INC.	Fort Washington Tire Pros	Erich Kuhstoss	9325 Livingston Rd.	Ft. Washington	MD	20744	(301) 248-4500
MD	Cook's Tire & Auto Repair, LLC	Cook's Tire Pros & Auto Repair - Goldsboro	Candy Cook	15309 Church Lane	Goldsboro	MD	21636	410-482-6557
MD	QUALITY DISCOUNT TIRE INC.	Quality Discount Tire & Auto Tire Pros	Steve Colburn	4111 Howard Ave.	Kensington	MD	20895	(301) 493-6902
MD	THE QUADEI CORPORATION	Big Ed's Tire Pros	Thomas Edward Quade, Jr.	24201 Point Lookout Rd.	Leonardtown	MD	20650	(301) 475-2929
MD	HILLEN TIRE & AUTO SERVICE, INC.	Hillen Tire and Auto Service Tire Pros	Brian Lee Smith	200 W. Padonia Rd.	Lutherville Timonium	MD	21093	(410) 252-3500
MD	GRAEVES AUTO & APPLIANCE, INC.	Graeves Auto & Appliance Tire Pros	Scott V. Graeves	3411 N. High St.	Olney	MD	20832	(301) 924-8473
MD	CARNEY TIRE CAR CARE CENTER and TITLE SERVICE, INC.	Carney Tire Pros	Steve Cascio, Christina Cascio	8743 Satry Hill Rd.	Parkville	MD	21234	(410) 665-5100
MD	NOCK'S TIRE SERVICE, INC.	Nock's Tire Pros	Carlton W. Mason	1242 Ocean Hwy.	Pocomoke City	MD	21851	(410) 957-2020
MD	BURNETT-WHITE INC.	Burnett-White Tire Pros	Dawn W. Tilghman	412 East Main Street	Salisbury	MD	21804	(410) 742-2222
MD	SOUTHERN WHEEL & HUBCAP, INC.	Waldorf Tire Pros	Edgar Wayne Deboe, Elizabeth Ann Deboe	2564 Old Washington Rd.	Waldorf	MD	20601	(301) 843-2300
MD	WASTLER AUTO SERVICE, LLC	Wastler Auto Service Tire Pros	Kenneth D. Wastler	4174 Ridge Road	Westminster	MD	21157	(410) 635-8375
MI	ALBION TIRE CITY, INC.	Tire City Tire Pros	Mark Collier, Donna Collier, Nick Collier	1519 N. Eaton Street	Albion	MI	49224	(517) 629-4809

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
MI	ALBION TIRE CITY, INC.	Charlotte Tire Pros	Mark Collier, Donna Collier, Nick Collier	420 Lansing Street	Charlotte	MI	48813	(517) 543-1331
MI	ALBION TIRE CITY, INC.	Marshall Tire Pros	Mark Collier, Donna Collier, Nick Collier	13550 Myron Avery Dr.	Marshall	MI	49068	(269) 781-3310
MN	SAMARITAN TIRE COMPANY	Samaritan Tire Pros - Hopkins	Chris Mortensen	3200 Oakridge Road	Hopkins	MN	55305	(952) 933-3363
MN	SAMARITAN TIRE COMPANY	Samaritan Tire Pros - Minneapolis	Chris Mortensen	3224 Southdale Circle	Minneapolism	MN	55435	(952) 303-4473
MN	JD TIRE 1, LLC	Tire Pros & Wheel Experts SW -Stillwater	Jay Andrews, Jr., Judd Andrews	14447 60th Street North	Stillwater	MN	55082	(651) 430-0099
MO	T Q Motors, Inc.	Top Quality Tire Pros	Bill Dipietro, Laurie Dipietro	609 North Henry Clay Blvd.	Ashland	MO	65010	573-657-5066
MO	T & S TIRE LLC	T & S Tire Pros	Michael Paul Walser, Pamela Shelley Walser	413 W Grand Avenue	Cameron	MO	64429	(816) 632-6445
MO	RITE-WAY AUTOMOTIVE, INC.	Rite-Way Auto Service Tire Pros	V. James Dusek	1905 W Jesse James Rd	Excelsior Springs	MO	64024	(816) 630-1450
MO	JIM LEWIS TIRE & WHEEL, INC.	Jim Lewis Tire & Wheel Tire Pros	Phillip W. LePage, Sharlyn LePage	1300 Missouri Blvd.	Jefferson City	MO	65109	(573) 636-9223
MO	Tom Horne, individually	Auto Stop Shoppe Tire Pros	Tom Horne	4954 E. 31st	Kansas City	MO	64128	(816) 923-7766
MO	RINNE'S TIRE & SERVICE, LLC	Rinne's Tire Pros	Mark Rinne	243 S. Main St.	Licking	MO	65542	(573) 674-2390
MO	PERRYVILLE TIRE CENTER INC.	Perryville Tire Pros	Benjamin M. Lipe	423 Magnolia Street	Perryville	MO	63775	(573) 547-1432
MO	G.L. MOORE TIRE & AUTOMOTIVE, INC	G.L. Moore Tire Pros	Mark Wayne Moore, Jackie Ann Moore	2253 E. Olive Ct.	Springfield	MO	65802	(417) 869-2561
MO	R&B TIRE PROS LLC	Kwik Tire Pros	Bill A. Hobbs, Robert Hobbs	4112 South Kansas Expressway	Springfield	MO	65807	(417) 889-5945
MS	Geno's Tire & Alignment, Inc.	Geno's Tire Pros	Manuel F. Geno, III	3200 W Chambers Dr	Booneville	MS	38829	(662) 728-3230
MS	BIG 10 TIRE COMPANY, INC	Big 10 Tire Pros - Clinton	Marcie N. Noah	105 Midpoint Dr.	Clinton	MS	39056	(601) 708-1809
MS	MCCOY'S TIRE APPLIANCE AND FURNITURE, INC.	McCoy's Tire & Appliance Tire Pros	Ann McCoy	2243 S. Commerce St.	Grenada	MS	38901	(662) 226-7212
MS	Lil' Tire Shoppe LLC	Lil' Tire Shoppe Tire Pros	David Lawson, Steven E. Dyar, Steven B. Dyar, Kevin L. Dyar	1900 Broadway Drive	Hattiesburg	MS	39402	(601) 450-7801

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
MS	HOLLAND TIRE CO., INC.	Magnolia Tire Pros	Larry Holland, Barry Holland	2460 Goodman Road	Horn Lake	MS	38637	(662) 342-0194
MS	BIG 10 TIRE COMPANY, INC	Big 10 Tire Pros - Jackson	Marcie N. Noah	712 S. State St.	Jackson	MS	39201	(601) 353-5461
MS	Meggs Tire Service, LLC	Meggs Tire Pros	Jeff Meggs	106 Veterans Memorial Hwy	Kosciusko	MS	39090	662-289-1544
MS	BIG 10 TIRE COMPANY, INC	Big 10 Tire Pros - Madison	Marcie N. Noah	110 Dee Drive	Madison	MS	39110	(601) 607-5151
MS	ED CHANEY TIRE CENTER, INC.	Ed Chaney Tire Center Tire Pros	Edwin L. Chaney, Jr., Barbara Chaney	306 22nd Ave. S.	Meridian	MS	39301	(601) 693-8473
MS	FRIENDLY CITY TIRE AND APPLIANCE COMPANY, INCORPORATED	Friendly City Tire Pros	Albert M. Campbell, III	1004 Munsford Dr.	New Albany	MS	38652	662-534-7671
MS	BIG 10 TIRE COMPANY, INC	Big 10 Tire Pros - Pearl	Marcie N. Noah	2560 Highway 80 East	Pearl	MS	39208	(601) 939-9955
MS	TOLLESON AUTOMOTIVE, INC	49 Tire and Auto Service Tire Pros	William C. Tolleson	1186 Hwy 49 S	Richland	MS	39218	(601) 932-6636
MS	BULLDOG TIRE, LLC	R & M Tire Pros	John Peeples	117 Highway 12 West	Starkville	MS	39759	(662) 323-1026
MS	Kirk's Wheel & Tire, LLC	Kirk's Wheel & Tire Pros	Kirk Necaise	2216 Kiln-Waveland Rd.	Waveland	MS	39576	(228) 467-4731
MT	ANACONDA TIRE AND AUTOMOTIVE, INC.	Anaconda Tire Pros	William ("Willy") McNeill	1400 East Commercial Avenue	Anaconda	MT	59711	(406) 563-8126
NC	TRIPP'S TIRE SERVICE, INC.	Tripp's Tire Pros	Tony B. Tripp	4187 East Ave.	Ayden	NC	28513	(252) 746-3311
NC	BCG INC.	Griffin Tire - Your Neighborhood Tire Pros - Wilkinson Blvd	Bradley Clay Griffin, Sr., Patricia S. Griffin	6030 Wilkinson Blvd.	Belmont	NC	28212	(704) 825-3465
NC	STURDIVANT TIRE & AUTO INC.	Sturdivant's Tire Pros & Auto	Terry L. Sturdivant	3104 NC Hwy 54 W	Chapel Hill	NC	27516	(919) 942-4413
NC	BCG INC.	Griffin Tire - Your Neighborhood Tire Pros - Brookshire Blvd	Bradley Clay Griffin, Sr., Patricia S. Griffin	4600 Brookshire Blvd.	Charlotte	NC	28216	(704) 399-6247
NC	BCG INC.	Griffin Tire - Your Neighborhood Tire Pros - Little Rock Road	Bradley Clay Griffin, Sr., Patricia S. Griffin	2500 Little Rock Road	Charlotte	NC	28214	(704) 399-6211
NC	SELECT TIRE PROS OF CONOVER, INC.	Select Tire Pros of Conover	James Michael Huffman	115 Conover Blvd. E.	Conover	NC	28613	(828) 464-7484
NC	Miller Parts & Paint, Inc.	Dunn Tire Pros	Max Miller	101 West Divine St.	Dunn	NC	28334	910-892-3153

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
NC	DURHAM TIRE & AUTO CENTER INC.	Durham Tire & Auto Tire Pros - Hillsborough Rd	Quinton Larry Powell, Wilfred Doyle ("Fred") Hobbie	2504 Hillsborough Rd.	Durham	NC	27705	(919) 286-3332
NC	DURHAM TIRE CENTER INC.	Durham Tire & Auto Tire Pros - Roxboro	Quinton Larry Powell, Wilfred Doyle ("Fred") Hobbie	2839 N. Roxboro St.	Durham	NC	27704	(919) 220-8473
NC	McCormick's Tri-City Tire Sales, Inc.	Tri-City Auto Care Tire Pros	Kenneth McCormick	1921 Garland St.	Durham	NC	27705	(919) 286-7600
NC	TIRE MAX OF GREENSBORO, INC.	Tire Max Tire Pros - Eden	Max Gardner	406 N Bridge St	Eden	NC	27288	336-864-6606
NC	Wilson Tire and Automotive, Inc.	Wilson Tire Pros & Automotive - Elon	Steven D. Moss, Susan H. Moss	1807 N. NC Hwy 87	Elon	NC	27244	(336) 584-9638
NC	Roosevelt Tire Service, Inc.	Roosevelt Tire Pros	Douglas H. Parks	191 East Franklin Blvd.	Gastonia	NC	28052	(704) 864-5464
NC	GOLDSBORO TIRE SERVICE INC	Goldsboro Tire Pros	Gerald W. Darden	317 N. George Street	Goldsboro	NC	27530	(919) 735-1321
NC	Wilson Tire and Automotive, Inc.	Wilson Tire Pros & Automotive - Graham	Steven D. Moss, Susan H. Moss	311 W Harden St	Graham	NC	27253	336-227-8087
NC	CASEY'S TIRE & AUTOMOTIVE, INC.	Casey's Tire Pros & Automotive	Casey Alan ("Alan") Jones	105 W. Meadowview Rd., Ste. A	Greensboro	NC	27406	(336) 274-7265
NC	Randall's Tire & Auto, Inc.	Randall's Tire Pros	James Randall Myers	2201 Patterson Ct.	Greensboro	NC	27407	(336) 855-3765
NC	BALDREE'S TIRE OF HAVELOCK, INC.	Baldree's Tire Pros	Gary Howard Baldree, Sr.	110 Catawba Rd.	Havelock	NC	28532	(252) 444-3600
NC	DOWNTOWN TIRE CENTER, INC.	Downtown Tire Pros	Robert Roland Sr., Leslie Roland	108 South King St.	Hendersonville	NC	28792	(828) 693-1676
NC	TIRE MAX OF GREENSBORO, INC.	Tire Max Tire Pros - Eastchester Dr.	Max Gardner	2410 Eastchester Dr	High Point	NC	27265	336-815-5999
NC	TIRE MAX OF GREENSBORO, INC.	Tire Max Tire Pros - Greensboro Rd.	Max Gardner	619 Greensboro Rd	High Point	NC	27260	336-517-2777
NC	SELECT TIRE, INC.	Select Tire Pros - Hildebran	James Michael Huffman, Leigh Ann Huffman	345 US Hwy 70 E	Hildebran	NC	28637	(828) 397-3308
NC	Holly Ridge Tire, Inc.	Holly Ridge Tire Pros	Maxton R. Sholar	118 US Hwy 17 S.	Holly Ridge	NC	28445	(910) 329-8473
NC	MODERN TIRE SERVICE OF JACKSONVILLE, INC.	Modern Tire Service Tire Pros	James W. Hudler, Patrick W. Hudler, Sr.	606 Richlands Highway	Jacksonville	NC	28540	(910) 455-2818
NC	PINEY GREEN TIRE & AUTO, INC.	Piney Green Tire Pros	Leonard Brownley	1476 Piney Green Road	Jacksonville	NC	28546	(910) 353-1500

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
NC	Liberty Tire and Auto, Inc.	Liberty Tire & Auto Tire Pros	Keith Slusher, Lynn Routh	232 N. Greensboro St.	Liberty	NC	27298	(336) 622-2248
NC	TIRE MAX OF GREENSBORO, INC.	Tire Max Tire Pros - Madison	Max Gardner	706 Burton St	Madison	NC	27025	336-517-2400
NC	Wilson Tire and Automotive, Inc.	Wilson Tire Pros & Automotive - Mebane	Steven D. Moss, Susan H. Moss	7623 Highway 70 East	Mebane	NC	27302	919-563-5951
NC	DRAKE ENTERPRISES OF MONROE INC.	Roadmaster Tire Pros	Gary M. Drake	1670 Lynn Street 64	Monroe	NC	28110	(704) 283-7496
NC	Tires Plus, Inc. of Morganton	Tires Plus Tire Pros of Morganton	Donna Lefevers	1255 Burkemont Ave.	Morganton	NC	28655	828-448-0401
NC	AVERY COUNTY RECAPPING, COMPANY INC	Avery Tire Pros	James H. ("Hank") Phillips, John w. Phillips	405 Linville Street	Newland	NC	28657	(828) 733-0161
NC	SCOTT'S TIRE INCORPORATED	Scott's Tire Pros & Service Center	Harold Ray Scott, Charlotte Marie Scott	8407 NC Highway 72 West	Pembroke	NC	28372	(910) 522-1010
NC	WMB OF WAKE COUNTY, INC.	Glenwood Village Tire Pros	William Michael Barker, Kimberly Kent Barker	2601 Glenwood Ave.	Raleigh	NC	27608	(919) 782-0419
NC	WMB OF NORTH HILLS, INC.	North Hills Tire Pros	William Michael Barker, Kimberly Kent Barker	4359 Six Forks Rd.	Raleigh	NC	27609	(919) 787-2432
NC	Mac Tire, Inc.	Mac Tire Pros	Justin Eric McPherson ("Eric")	601 W. Greensboro-Chapel Hill Rd.	Snow Camp	NC	27349	(336) 376-3062
NC	TIRE MAX OF GREENSBORO, INC.	Tire Max Tire Pros - Stokesdale	Max Gardner	7705 NC Highway - 68	Stokesdale	NC	27357	336-517-2900
NC	TIRE MAX OF GREENSBORO, INC.	Tire Max Tire Pros - Summerfield	Max Gardner	4420 US Highway 220 N	Summerfield	NC	27358	336-815-4999
NC	BATTLE, ANTHONY D.	Battlefield Tire Pros	Anthony D. ("Tony") Battle	103 Norris Rd.	Swansboro	NC	28584	(910) 326-3095
NC	TIRES PLUS INC. OF VALDESE	Tires Plus, Inc. of Valdese	Ronnie D. Lefevers	1375 U.S. Hwy 70 West	Valdese	NC	28690	(828) 874-2445
NC	DUKE'S MANAGEMENT INC.	Duke's Tire Pros	Tracey S. Duke	719 South 17th Street	Wilmington	NC	28401	(910) 763-8199
NE	LONG, KENT	Long's OK Tire Pros	Kent Long	770 Washington St.	Blair	NE	68008	(402) 426-8636

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
NE	TROTTER INCORPORATED	Trotter's Tire Pros - Broken Bow	James A. Trotter	2990 South E Street	Broken Bow	NE	68822	(308) 872-6801
NE	GAVER TIRE AND AUTO CENTER, INC.	Gaver Tire Tire Pros - Columbus	Jason S. Gaver, Kelly Gaver	704 23rd. St.	Columbus	NE	68601	(402) 564-1866
NE	Tredz Central, LLC	Tredz Central Tire Pros	Ron Preston, Kurt Kechely	3200 US Highway 77	Cortland	NE	68331	(402) 791-2004
NE	KOPLIN AUTO CARE, LLC	Koplin Auto Care & Tire Pros	Shane Zoucha, Cory Zoucha	2075 E 23rd St	Fremont	NE	68025	402-721-0596
NE	OBERMILLER & MILLER, LLC	Miller Tire & Service Tire Pros	Adam Miller & Jama Obermiller	707 N. Eddy St.	Grand Island	NE	68801	(308) 675-2445
NE	TJ NELSON, INC.	Rapid Lube Tire Pros	Jerry Nelson, Tammy Nelson	404 Hancock St,	Holdrege	NE	68949	308-995-8983
NE	KEARNEY TIRE and AUTO SERVICE COMPANY	Kearney Tire & Auto Service Tire Pros	Donald Jaeschke	801 East 25th Street	Kearney	NE	68847	(308) 237-5534
NE	BIG RED TIRE, INC	Big Red Tire Pros	Dan Kester, Lynda Kester, Landon Kester, Austin Kester	4900 Old Cheney Road	Lincoln	NE	68516	(402) 420-6100
NE	LICHTENBERG TIRE SERVICE, INC.	Lichtenberg Tire Pros	Ryan Lichtenberg	1110 West Hwy 275	Neligh	NE	68756	(402) 887-4639
NE	MODERN MUFFLER, INC.	Modern Tire Pros	Gary J. Jones, Judy Lynn Jones	1402 S. Jeffers St.	North Platte	NE	69101	(308) 532-1213
NE	A & D, INC	Marion Tire Pros	Joe & Sue Archer	5028 NW Radial Hwy.	Omaha	NE	68104	(402) 553-9393
NE	CONNOT TIRE SERVICE, LLC	Connot Tire Pros	Connor Connot, Samantha ("Sam") Connot	49377 Pioneer Rd	O'Neil	NE	68763	402-336-3609
NE	TROTTER'S WHOA & GO PLAZA, LLC	Trotter's Tire Pros - Ord	James Trotter, Thomas Kruml	1111 2nd St.	Ord	NE	68862	(308) 728-5550
NE	GAVER TIRE AND AUTO CENTER, INC.	Gaver Tire Tire Pros - Silver Creek	Jason S. Gaver, Kelly Gaver	210 Vine St.	Silver Creek	NE	68663	402-416-8353
NE	PIT STALL, INC.	Pit Stall Tire Pros	Gregg W. Perrett	221 West Highway 20	Valentine	NE	69201	402-376-1830
NE	PENNER'S TIRE & AUTO, INC.	Penner's Tire Pros	Clarence Hoffman, Carolyn Hoffman, Charles Hoffman, Derek Fenster	903 North Lincoln Avenue	York	NE	68467	(402) 362-5577
NJ	THIRTY-TWO WEST CLINTON CORPORATION	Freeway Automotive Tire Tire Pros	Anthony Porfido	32 W. Clinton St.	Dover	NJ	07801	(973) 366-7779

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
NJ	JJTC FREEHOLD TIRE, LLC	Freehold Tire Pros	Joe Vecchio, John Mercogliano, Tara Mercogliano and Colleen Vecchio	10 Center Street	Freehold	NJ	07728	(732) 462-0565
NJ	SAMBRI ENTERPRISES, LLC	Professional Tire Pros	Gerard ("Rod") Gordon, Susan Gordon	60 Hampton House Rd	Newton	NJ	07860	(973) 383-6777
NM	LOYA, JOSE	Alberto's Tire Pros	Jose Loya	2500 Isleta Blvd. SW	Albuquerque	NM	87105	(505) 873-4974
NM	HIGH PERFORMANCE, INC.	4 Corners Tire Pros & Auto Care	Matthew Gallegos, Candace Gallegos	4650 East Main Street	Farmington	NM	87402	(505) 325-3583
NM	AJ TIRES, LLC	AJ's Tire Pros	Tannin Cash, Kory Cash, Todd Cash, Ernest Padilla	500 West Maloney Ave.	Gallup	NM	87301	505-722-6965
NM	GRANTS DELTA TIRE, LLC	Delta Tire Pros - Gallup	Tannin Cash, Kory Cash, Todd Cash, Bryan Campo	501 US – 491	Gallup	NM	87301	505-722-2945
NM	GRANTS DELTA TIRE, LLC	Delta Tire Pros - Grants	Tannin Cash, Kory Cash, Todd Cash, Bryan Campo	833 East Santa Fe Ave	Grants	NM	87020	505-287-7946
NM	TIRECENTER PLUS, INC.	Tire Center Plus Tire Pros	Joseph Ikard, Michael Schuetty	1165 El Paseo Rd.	Las Cruces	NM	88001	(575) 525-0851
NM	Lovington Tire Service, LLC	Lovington Tire Pros	Anthony ("Tony") Spencer	1011 E Avenue D	Lovington	NM	88260	575-396-1691
NM	M & S TIRES, LLC	Hometown Tire Pros	Mark Storms, Sara Storms	1021 Mechem Dr.	Ruidoso	NM	88345	(575) 258-2100
NV	TIRES BY RALPH, INC.	Ralph's Tire Pros	Ralph C. Mortenson, Sonia Mortenson	1581 Foothill Drive, Suite C	Boulder City	NV	89005	(702) 294-8473
NV	ANH Holdings, Inc.	Carson City Tire Pros	Raul Huerta	119 Hot Springs Rd.	Carson City	NV	89706	775-882-7767
NV	RMS Tire Store, LLC	C Bar R Tire Pros	Marc. A Williams	1800 S Taylor St	Fallon	NV	89406	775-423-3242
NV	Witten Tire Company, Ltd.	Drew's Tire Pros and Automotive	Andrew Witten	1301 East Highway 372	Pahrump	NV	89048	(775) 727-8000
NV	Big Dog Wheel and Tire, LLC	Reno Tire Pros	Ronald Klonicke, Kathleen Klonicke	1195 East 4th Street	Reno	NV	89512	(775) 233-6179
NY	VMS 43-20, LLC	M.I.C Tire Pros at Astoria Shell	Hamza Ozkumru, Huseyin Ozkumru	43-20 Astoria Blvd.	Astoria	NY	11103	718-728-3553
NY	COMPUTERATION, INC	2 in 1 Auto Center Tire Pros	Bruce Koren, Jonathan Koren	1800 Coney Island Ave.	Brooklyn	NY	11230	(718) 377-4300
NY	Valley Tire Co., Inc.	Valley Tire Pros - #58	Jim Stankiewicz	47 Lake Shore Dr.	Dunkirk	NY	14048	716-366-6500
NY	HEWLETT HOUSE OF TIRES CORP.	Hewlett House of Tires the Tire Pros	Kurt Johnson	1740 Rockaway Ave.	Hewlett	NY	11557	(516) 593-2200

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
NY	ALL WEATHER TIRES, LLC	All Weather Tire Pros	Charlie Bifulco, Jr., James Bifulco, Gary Bifulco	100 Depot Rd	Huntington Station	NY	11746	631-673-0942
NY	WE LOVE TO FIX FLATS, INC.	Tire Discount Center Tire Pros	Dennis Schum, Antonietta Schum	3914 Hempstead Turnpike	Levittown	NY	11756	(516) 731-1331
NY	VMS 68-31 LLC	Pace Tire & Auto Tire Pros	Lawrence Vollano, Hamza Ozkumru	68-31 Eliot Ave	Middle Village	NY	11379	718-779-3500
NY	Valley Tire Co., Inc.	Valley Tire Pros - #90	Jim Stankiewicz	226 N Union St., , NY	Olean	NY	14760	716-372-5981
NY	Tire Town Automotive Center, Inc.	Tire Town Tire Pros	Joseph Gallogly	236 North Long Beach Road	Rockville Centre	NY	11570	(516) 766-3008
NY	TIRE CITY INC.	Tire City Tire Pros	Michael Flynn, Joseph Flynn	1015 Montauk Hwy	Shirley	NY	11967	631-281-0257
NY	WIL-JOHN'S TIRE EMPIRE INC.	Wil-John's Tire Pros	Robert Gullery	2044 Hylan Blvd.	Staten Island	NY	10306	(718) 980-1000
OH	VAN'S TIRE OF E MARKET, LLC	Van's Tire Pros of E. Market	Joshua Baughman	1725 E Market St	Akron	OH	44305	330-784-5454
OH	VAN'S TIRE OF CANTON RD, LLC	Van's Tire Pros of Ellet	Joshua Baughman	682 Canton Rd	Akron	OH	44312	330-784-7740
OH	VANS TIRE OF WATERLOO RD, LLC	Van's Tire Pros Waterloo Rd	Joshua Baughman	449 E Waterloo Rd.	Akron	OH	44319	330-724-7400
OH	VAN’S TIRE & BRAKE OF ALLIANCE, LLC	Van's Tire Pros of Alliance	Philip Biscan	456 E. State Street	Alliance	OH	44601	330-821-7799
OH	SPECK SALES INCORPORATED	Speck Sales Tire Pros	Terry Speck, Bruce Speck, Esther Speck	17746 N. Dixie Hwy.	Bowling Green	OH	43402	(419) 353-8312
OH	BUCKEYE TIRE & SERVICE, INC.	Buckeye Tire Pros	David Frame, John Willison	629 Steubenville Ave.	Cambridge	OH	43725	(740) 439-4491
OH	VAN'S TIRE OF PLAIN TWP, LLC	Van's Tire Pros of Plain TWP	Philip Biscan	2312 Columbus Rd NE	Canton	OH	44705	330-617-1455
OH	Best Buy Tire & Automotive Service, LLC	Best Buy Tire Pros & Automotive Service	Doug Novosel, Mike Cander	4890 Superior Ave.	Cleveland	OH	44103	(216) 432-2080
OH	COSHOCTON CITY TIRE, LLC	Coshocton City Tire Pros	Tracy Frame, Tim Brennan	110 West Pine St.	Coshocton	OH	43812	740-622-7993
OH	VAN'S TIRE OF CUYAHOGA FALLS, LLC	Van's Tire Pros of Cuyahoga	Joshua Baughman	4005 State Road	Cuyahoga Falls	OH	44233	
OH	Van's Tire of Iberia, LLC	Van's Tire Pros - Iberia	Joshua Baughman	3594 St. Rt 309	Ibaria	OH	43325	(419) 468-1777
OH	BIRSIC, GEORGE	Lakewood Tire Pros	George Birsic	13740 Madison Ave.	Lakewood	OH	44107	(216) 221-7969

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
OH	CITY TIRE SERVICE OF NORTHEAST OHIO, LLC	City Tire Pros - Macedonia	David Frame, Timothy Brennan	854 East Aurora Road	Macedonia	OH	44056	(330) 468-0521
OH	MAVERICK AUTO SERVICES, LLC	Van's Tire Pros - Mansfield	Joshua Baughman	801 Lexington Ave	Mansfield	OH	44907	(419) 529-0865
OH	DISCOUNT TIRE OUTLET, LLC	Discount Tire Outlet Tire Pros - Southway St	Russell L. Boughman	2034 Southway St.	Massillon	OH	44646	(330) 832-4858
OH	VANS TIRE OF MEDINA RD, LLC	Van's Tire Pros of Medina Rd.	Joshua Baughman	1451 Medina Rd.	Medina	OH	44256	330-239-2371
OH	DEMPSTER TIRE SALES, INC.	Dempster Tire Pros	Richard Dempster	135 N. Verity Pkwy	Middletown	OH	45042	(513) 422-6354
OH	MAVERICK AUTO SERVICES, LLC	Van's Tire Pros - North Ridgeville	Joshua Baughman	37775 Center Ridge Road	North Ridgeville	OH	44039	(440) 327-7010
OH	THE TIRE OUTLET, INC.	Northfield Tire Pros	Raymond A. Vanaman	10256 Northfield Rd.	Northfield	OH	44067	(330) 467-9001
OH	VAN'S TIRE OF NORWALK, LLC	Van's Tire Pros of Norwalk	Joshua Baughman	2874 State Route 61	Norwalk	OH	44857	
OH	FEDERICO TIRE, INC.	Federico Tire & Service Tire Pros	James A. Federico	71 S. State St.	Painesville	OH	44077	(440) 354-2522
OH	VANS TIRE OF PARMA, LLC	Van's Tire Pros of Parma	Joshua Baughman	7701 Day Dr	Parma	OH	44129	
OH	YORKTOWN AUTOMOTIVE CENTER, INC.	Yorktown Service Plaza Tire Pros	Douglas D. Shull	6177 Pearl Rd.	Parma Heights	OH	44130	(440) 885-2222
OH	VANS TIRE OF MOHICAN, LLC	Van's Tire Pros of Mohican	Joshua Baughman	2584 County Road 1075, Ashland	Perrysville	OH	44864	419-938-6098
OH	CSI TIRE LLC	Salem Tire Pros & Auto Service	Kyle Cranmer, James Stockton	2300 E. State St.	Salem	OH	44460	(330) 337-9993
OH	MAVERICK AUTO SERVICES, LLC	Van's Auto Service & Tire Pros - Wadsworth	Joshua Baughman	185 Broad St.	Wadsworth	OH	44281	330-336-6330
OH	LAKE COUNTY BRAKE & FRONT END, INC.	Lake County Brake & Front End Tire Pros	Dennis R. Cendrowski	31116 Vine St	Willowick	OH	44095	440-585-4466
OH	VANS TIRE OF WOOSTER, LLC	Van's Tire Pros of Wooster	Joshua Baughman	210 S Buckeye St	Wooster	OH	44691	330-262-6800
OH	CITY TIRE SERVICE, INC.	City Tire Pros - Zanesville	David Frame	1800 East Pike	Zanesville	OH	43701	(740) 452-7512

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
OK	SAME DAY AUTO REPAIR, INC.	Tire Pros and Same Day Auto Repair - Bixby	Daniel Smith	11121 S. Memorial Dr.	Bixby	OK	74008	918-369-6453
OK	SAME DAY AUTO REPAIR, INC.	Tire Pros and Same Day Auto Repair - Claremore	Daniel Smith, Tina Smith	625 West Will Rogers Blvd.	Claremore	OK	74017	(918) 341-5804
OK	SAME DAY AUTO REPAIR, INC.	Tire Pros and Same Day Auto Repair - Glenpool	Daniel Smith	14952 S. Broadway	Glenpool	OK	74033	918-384-0028
OK	STANDRIDGE TIRE CENTER AND AUTO SERVICE, INC.	Standridge Tire Pros	Jeff Reed	101 North Ash	Paul's Valley	OK	73075	(405) 238-5341
OK	SAME DAY AUTO REPAIR, INC.	Tire Pros and Same Day Auto Repair - Sand Springs	Daniel Smith	100 S. Adams Rd.	Sand Springs	OK	74063	918-245-3493
OK	SAME DAY AUTO REPAIR, INC.	Tire Pros and Same Day Auto Repair - E 61st St	Daniel Smith	2213 E 61st St.	Tulsa	OK	74136	918-960-2022
OK	SAME DAY AUTO REPAIR, INC.	Tire Pros and Same Day Auto Repair - Sheridan Rd	Daniel Smith	3220 S. Sheridan Rd.	Tulsa	OK	74145	918-384-0028
OK	SAME DAY AUTO REPAIR, INC.	Tire Pros and Same Day Auto Repair - W 41st	Daniel Smith	6130 W. 41st	Tulsa	OK	74107	918-447-3493
OR	SOUTH PACIFIC AUTO SALES INC.	South Pacific Tire Pros	Brady Sell, Stacie Shank, Allison Swanson	5040 Pacific Blvd SW	Albany	OR	97321	541-924-1163
OR	SKBASEY, INC.	South Coast Tire Pros	Samuel "Sam" Basey, Kelley Basey	2764 Oregon Avenue, SW	Bandon	OR	97411	(541) 347-2459
OR	JB TIRES, INC.	Jim Bacon's Tire Pros & Auto Service	James D. Bacon, Peggy L. Bacon	11070 SW Canyon Road	Beaverton	OR	97005	(503) 646-9113
OR	BEND TIRE COMPANY LLC	Bend Tire Pros	Jacob Gump	20571 Empire Ave.	Bend	OR	97701	541-639-5242
OR	Tom's Bulldog Automotive, Inc.	Tom's Tire Pros	Tom Watson, Erin Watson	63075 Highway 101	Coos Bay	OR	97420	(541) 269-0399
OR	ON SITE TIRE SERVICE LLC	On Site Tire Pros & Brake Repair	Luis Jimenez	3619 Pacific Ave	Forest Grove	OR	97116	971-732-9513
OR	BP ENTERPRISES LLC	Grants Pass Tire Pros	Ben Pearson	705 Union Avenue	Grants Pass	OR	97527	(541) 373-7532
OR	ON SITE TIRE SERVICE HILLSBORO CORP.	On Site Tire Pros & Brake Repair - Hillsboro	Luis Jimenez	5037 SE Alexander St.	Hillsboro	OR	97123	971-264-9111
OR	ADVANTAGE TIRE, INC.	Advantage Tire Pros	David Boettcher, Trisha Boettcher	2930 N. Pacific Highway	Medford	OR	97501	(541) 618-8667

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
OR	BLUE MOUNTAIN TIRES, INC.	Blue Mountain Tire Pros	Herman L. Jones	85683 Highway 11	Milton Freewater	OR	97862	(541) 938-2000
OR	Ron Dirkes	The Shop Tire Pros	Ron Dirkes	238 SW Court Avenue	Pendleton	OR	97801	(541) 276-8949
OR	PHOENIX AUTOMOTIVE CENTER, INC.	Phoenix Auto Center Tire Pros	Stan D. Bartell, Carolyn Bartell	611 N. Main St.	Phoenix	OR	97535	(541) 535-3361
OR	AUTOMOTIVE OUTFITTERS LLC	Automotive Outfitters Tire Pros	Troy Cooper	8324 SE Foster Road	Portland	OR	97266	(503) 772-0654
OR	GARY'S AUTO CARE, INC.	Gary's Auto Care & Tire Pros	Jeffrey Greenberg	233 NE Columbia Blvd.	Portland	OR	97211	(503) 286-9851
OR	CAUDILL INC.	Metro Car Care Tire Pros	Kirk Caudill	10040 SW Capitol Hwy.	Portland	OR	97219	(503) 244-6404
OR	REDMOND AUTO SERVICE, LLC	Redmond Auto Service Tire Pros	Trent Messinger, Heather Messinger	426 NW 6th Street	Redmond	OR	97756	(541) 548-2696
OR	BP ENTERPRISES LLC	Roseburg Tire Pros	Ben Pearson	1735 NE Diamond Lake Blvd.	Roseburg	OR	97470	(541) 236-2635
OR	RYAN HAZELBAKER	Cascade Tire Pros	Ryan Hazelbaker	1795 12 Street SE	Salem	OR	97302	(503) 581-3461
PA	Valley Tire Co., Inc.	Valley Tire Pros - #50	Jim Stankiewicz	1122 Weschler Ave,, PA	Erie	PA	16502	814-454-7999
PA	CENTER EXIT TIRE, LLC	Center Exit Tire Pros	Scott Olszanski	100 Pleasant Drive	Aliquippa	PA	15001	(724) 378-3126
PA	J & T Tire Company, Inc.	J & T Tire Pros & Auto Service	James J. Price	3304 William Flynn Hwy.	Allison Park	PA	15101	(412) 486-3997
PA	SCOTTO'S TIRE INC.	Bruce Brothers Tire Pros	Scott W. Bruce	100 Hillside Dr.	Bethel Park	PA	15102	(412) 835-5511
PA	BIG G TIRE COMPANY, INC.	Big G Tire Pros - Bridgeville	Joseph Rice, Patricia Rice	1110 Washington Pike	Bridgeville	PA	15017	(412) 221-0705
PA	MERRICK & FAIR, INC.	More Than Tires Tire Pros	H. W. Fair, Richarg G. Merrick, Christopher A. Fair, Robert P.Troutman	901 Walnut Bottom Rd.	Carlisle	PA	17015	(717) 243-0905
PA	The Tire Mart, Inc.	Tire Mart Tire Pros	Greg Sharrar	4914 Jonestown Rd.	Harrisburg	PA	17109	717-545-3756
PA	LENHART'S SERVICE CENTER LLC	Lenhart's Service Center Tire Pros	Nicholas P. Lenhart	11540 Route 30	Irwin	PA	15642	724-863-4000

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
PA	Valley Tire Co., Inc.	Valley Tire Pros - #21	Jim Stankiewicz	1126 Franklin Rd.	Jackson Center	PA	16133	724-662-1597
PA	Zimmerman's Automotive Service, Inc.	Zimmerman Automotive Tire Pros	Jay Zimmerman, Paul Zimmerman & Judy Walter	2234 South Market Street	Mechanicsburg	PA	17055	717-766-7656
PA	BIG G TIRE COMPANY, INC.	Big G Tire Pros - Monongahela	Joseph Rice, Patricia Rice	501 W. Main Street	Monongahela	PA	15063	(724) 258-6616
PA	WEST TIRE CO. INC.	West Tire Pros & Auto Center	Richard D. West	425 E. Maiden St.	Washington	PA	15301	(724) 225-2600
PA	C & S DISCOUNT TIRE, INC.	C & S Tire Pros	Curtis A. Price	1080 East High Street	Waynesburg	PA	15370	(724) 627-5766
PA	JISCO Truck & Offroad, LLC	Oscar Mike Tire Pros	Justin Houck	3245 William Flynn Hwy.	Slippery Rock	PA	16057	724-333-5564
SC	JACK ROGERS TIRE, INC.	Jack Rogers Tire Pros	James H. Rogers, Virginia R. Johnson	1724 Richland Ave. E.	Aiken	SC	29801	803-648-6163
SC	WELBORN TIRE AND AUTOMOTIVE, INC.	Welborn Tire Pros & Automotive	Wesley Gerald Welborn, Jr., Robert Reid Welborn	1114 Salem Church Rd.	Anderson	SC	29625	(864) 224-6386
SC	Polson, Inc.	All Pro Tire & Lube Tire Pros	Michael Lofstedt, Susan Lofstedt	10 Kittes Landing Road	Bluffton	SC	29910	843-815-5823
SC	HAY TIRE COMPANY, INC.	Hay Tire Pros - Charleston	David M. Hay, Henry M. Hay, Jr.	444 Savannah Highway	Charleston	SC	29407	(843) 556-8473
SC	Gwinn, Robert A.	Gwinn's Tire Pros	Robert A. Gwinn	435 Gentry Memorial Hwy.	Easley	SC	29640	(864) 859-3671
SC	WARREN'S TIRES ON WHEELS, LLC	Warren's Tires on Wheels Tire Pros	Warren J. Smith	107 Webb Road	Greenville	SC	29607	(864) 675-6450
SC	River Rock Tire, LLC	River Rock Tire Pros	Ryan Kaiser	11841 Asheville Hwy	Inman	SC	29349	864-472-2001
SC	JDD III ACQUISITIONS, LLC	Tire Exchange of the Carolinas Tire Pros	John D. Dennis, III, Jason A. Dennis	514 North Main Street	Mauldin	SC	29662	(864) 288-3031
SC	HAY TIRE COMPANY, INC.	Hay Tire Pros - Moncks Corner	David M. Hay, Henry M. Hay, Jr.	425 North Highway 52	Moncks Corner	SC	29461	(843) 761-8473
SC	HAY TIRE COMPANY, INC.	Hay Tire Pros - Mt. Pleasant	David M. Hay, Henry M. Hay, Jr.	606 Johnnie Dodds Blvd.	Mt. Pleasant	SC	29464	(843) 881-0136
SD	FUTURE IN TIRE, INC.	Bargain Barn Tire Pros - East	James A. ("Jim") Heil, Carol R. Heil	1610 Campbell Street	Rapid City	SD	57701	(605) 721-5427
SD	HEIL TIRES, INC.	Bargain Barn Tire Pros - West	James A. ("Jim") Heil, Carol R. Heil	1811 Deadwood Avenue N.	Rapid City	SD	57702	(605) 399-3917

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
SD	TTT, INC.	Tires, Tires, Tires Tire Pros - Minnesota Ave.	Daniel J. Nothdurft, Dale Nothdurft	2317 S. Minnesota Ave.	Sioux Falls	SD	57105	(605) 271-8800
SD	TTT, INC.	Tires, Tires, Tires Tire Pros - St. Michaels Cir.	Daniel J. Nothdurft, Dale Nothdurft	1720 S Saint Michaels Cir	Sioux Falls	SD	57106	(605) 271-8814
SD	J and L Heil Investments, Inc.	Sturgis Tire Pros	James Heil, Larry Heil	2324 Junction Ave.	Sturgis	SD	57785	(605) 720-8315
TN	AGCENTRAL FARMERS COOPERATIVE	AgCentral Tire Pros - Athens	John Walker, Jeff Crisp, Brent Best, Howard Hornsby, Steve Harrison, Jonathan Pierce	920 North Congress Parkway	Athens	TN	37303	(423) 745-0443
TN	GOLDEN CIRCLE CHEMICALS, INC.	Golden Circle Tire Pros - Bolivar	John Garner	1338 W. Market St.	Bolivar	TN	38008	(731) 734-2457
TN	GOLDEN CIRCLE CHEMICALS, INC.	Golden Circle Tire Pros - Brownsville	John Garner	1448 E. Main St.	Brownsville	TN	38012	(731) 734-2457
TN	Vallis Automotive Centers LLC	Donoho's Tire Pros Complete Auto Repair & Exhaust	Michael Vallis, Nicholas Vallis	131 Moss St	Carthage	TN	37030	615-735-0211
TN	QUALITY TIRE CENTER, INC.	Quality Tire Pros	Thomas R. Eberle	322 Cherokee Blvd.	Chattanooga	TN	37405	(423) 267-9715
TN	Gregory M. Tindall	GT Discount Tire Pros	Gregory M. Tindell	2902 Andersonville Hwy	Clinton	TN	37716	(865) 494-0361
TN	JEFFERSON FARMERS COOPERATIVE	Jefferson Farmers Co-Op Tire Pros	Mark Pettit	106 Highway 92 South	Dandridge	TN	37725	865-397-3434
TN	JOHNSON, ANTHONY ("TONY")	Eagle Tire Pros	Anthony ("Tony") Johnson	210 Indian Mound Circle	Jacksboro	TN	37757	(423) 566-8473
TN	GOLDEN CIRCLE CHEMICALS, INC.	Golden Circle Tire Pros - Jackson	John Garner	22 Bond St.	Jackson	TN	38301	(731) 734-2457
TN	BARNES TIRE & SERVICE CENTER LLC	Barnes Tire & Service Centers Tire Pros	Walter Richard Barns, Sr. ("Richard"), Connie C. Barnes	180 Cornerstone Dr.	Jasper	TN	37347	(423) 942-4074
TN	DAVID'S COMMERCIAL TIRE INC.	David's Tire & Service Tire Pros	David Porterfield, Shirley Porterfield, Robert Porterfield	4625 Rutledge Pike	Knoxville	TN	37914	(865) 524-2659
TN	W&D HALLS SERVICE CENTER, INC.	Halls Service Center Tire Pros	David A. Lowery	3725 Cunningham Rd.	Knoxville	TN	37918	(865) 922-7567
TN	AGCENTRAL FARMERS COOPERATIVE	AgCentral Tire Pros - Loudon	John Walker, Jeff Crisp, Brent Best, Howard	2084 W. Lee Hwy.	Loudon	TN	37774	(865) 458-2057

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
			Hornsby, Steve Harrison, Jonathan Pierce					
TN	AGCENTRAL FARMERS COOPERATIVE	AgCentral Tire Pros - Maryville	John Walker, Jeff Crisp, Brent Best, Howard Hornsby, Steve Harrison, Jonathan Pierce	1514 W. Broadway Ave.	Maryville	TN	37801	(865) 982-2761
TN	HOLT TIRE SERVICE INC.	Holt Tire Pros	William ("Bill") Holt, Jr., Elroy ("Bubba") C. Holt	572 S. Mendenhall Rd.	Memphis	TN	38117	(901) 682-7030
TN	Mitchell, Glenn Wilson	Bud's Tire Pros	Glenn Wilson (Bud) Mitchell	3600 E. Main St.	Murfreesboro	TN	37127	(615) 896-8473
TN	C & D TIRE SERVICE & SALES INC.	C & D Tire Pros	Gerald Moore	164 Fairbanks Rd.	Oak Ridge	TN	37830	(865) 483-7455
TN	HOLLINGSWORTH TIRE & FUEL, L.L.C.	Hollingsworth Tire Pros	Mark Hollingsworth	498 Industrial Dr.	Springfield	TN	37172	(615) 384-2451
TN	AGCENTRAL FARMERS COOPERATIVE	AgCentral Tire Pros - Sweetwater	John Walker, Jeff Crisp, Brent Best, Howard Hornsby, Steve Harrison, Jonathan Pierce	776 New Highway 68	Sweetwater	TN	37874	(423) 337-3551
TX	TOM'S TIRE WORLD INC	Tom's Tire Pros - Abilene	Tom Ceniglis, Jr.	1434 S. Clack Street	Abilene	TX	79605	(325) 692-4708
TX	ANDREWS TIRE SERVICE INC.	Andrews Tire Pros	Victor Bustemante, Nate Bustemante, Natalio Bustemante	2001 SW Mustang Dr	Andrews	TX	79714	432-523-5099
TX	SOILEAU'S PARTS & SERVICE, INC.	Soileau's Tire Pros & Service	Huey P. Soileau	1006 E Mulberry	Angleton	TX	77515	(979) 849-6282
TX	John T. Wylie and Suzanne Wylie Individual Proprietorship	Discount Wheel & Tire Tire Pros - Atlanta	John T. Wylie, Suzanne Wylie	406 Loop 59	Atlanta	TX	75551	(903) 796-6777
TX	INTEGRITY CAR CARE, LLC	Integrity Car Care & Tire Pros (Aubrey)	Corey Christensen, Chris Christensen, Cass Christensen	26779 US Highway 380 East,	Aubrey	TX	76227	(940) 686-8473
TX	FULLER'S TIRE CO.	Fuller's Tire Pros	Jerry A. Vojacek	2108 North Alexander Dr.	Baytown	TX	77520	(281) 422-8171
TX	Alainz & Perez Garage, Inc.	Alaniz & Perez Tire Pros	Joe H. Alaniz, Cruz Alainz	711 S Saint Mary St	Beeville	TX	78102	(361) 358-2318

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
TX	JARVIS TIRE AND WHEEL, LLC	Jarvis Tire Pros - Bellville	Jody Edward Jarvis, Jed Jarvis	868 W. Main St.	Bellville	TX	77418	(979) 865-2131
TX	DON'S TIRE & TRUCK SERVICE, INC.	Don's Tire Pros	Mavis Taylor, Tony Taylor	405 E I-20 Frontage Rd	Big Spring	TX	79720	432-267-5205
TX	HATHAWAY INDUSTRIES LLP	Harvey Tire Co. Sales & Service Tire Pros	H. Harvey Hathaway, Ann Hathaway, Michael H. Hathaway, Leigh Ann Snyder	305 Carolina St.	Borger	TX	79007	(806) 273-5861
TX	JARVIS TIRE AND WHEEL, LLC	Jarvis Tire Pros - Brenham	Jody Edward Jarvis	605 S. Blue Bell Rd.	Brenham	TX	77833	979-836-4811
TX	Wayne Casselberry - Sole Proprietor	Wayne's Automotive Tire Pros	Wayne Casselberry	300 South Water St.	Burnet	TX	78611	(512) 715-8000
TX	CTA GROUP, LLC	Canyon Tire Pros	Timothy Brewer	711 23rd Street	Canyon	TX	79015	806-655-7189
TX	R & R VISION PARTNERSHIP, LTD.	Klingemann Tire Pros #2 - Cedar Park	Rob Teston, Tracey Teston	1300 A West Whitestone	Cedar Park	TX	78613	(512) 336-7402
TX	HARWELL, RANDALL and HARWELL, BRADLEY	Hank's Tire & Muffler Tire Pros	Bradley Harwell, Randall Harwell	918 S. Main St.	Copperas Cove	TX	76522	(254) 542-4265
TX	TEXAS AUTOMOTIVE CARE, INC.	Performance Auto Tech Tire Pros	Benito ("Benny") Caudillo	4015 Ayers St.	Corpus Christi	TX	78415	361-317-7503
TX	WARREN TIRE And WHEEL, INC.	Warren Tire Pros	Tony C. Warren	331 East 7th Ave	Corsicana	TX	75110	(903) 874-1144
TX	INTEGRITY CAR CARE, LLC	Integrity Car Care & Tire Pros (Crossroads)	Corey Christensen, Chris Christensen, Cass Christensen	100 Naylor Road	Crossroads	TX	76227	(940) 686-8473
TX	Tumbando Suenos LLC	USA Tire Pros - Dayton	Efrain Mirales, Jose Mirales	508 West Highway 90	Dayton	TX	77535	(936) 258-5974
TX	TNBN5 INC	Advanced Auto Repair Tire Pros	Tommy Nickelson, Becca Nickelson	612 Fort Worth Dr.	Denton	TX	76201	(940) 383-4721
TX	COFFEY TIRE & BRAKE INC.	Coffey Tire & Brake, Inc. Tire Pros	Kenneth Coffey	724 S. Dumas Ave.	Dumas	TX	79029	(806) 935-7166
TX	YANDELL AUTO SERVICE, INC.	Tire Connection Tire Pros - George Dieter Dr.	John F. Zuniga, Jr.	1481 George Dieter Dr.	El Paso	TX	79936	(915) 855-8473
TX	YANDELL AUTO SERVICE, INC.	Tire Connection Tire Pros - New World Dr	John F. Zuniga, Jr.	12010 New World Dr.	El Paso	TX	79936	(915) 855-3003

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
TX	YANDELL AUTO SERVICE, INC.	Tire Connection Tire Pros - North Mesa	John F. Zuniga, Jr.	7440 North Mesa	El Paso	TX	79912	(915) 833-1219
TX	VIDAL ENTERPRISES, INC.	Top's Tire Pros	Roman Vidal	1100 Texas Ave.	El Paso	TX	79901	(915) 544-6008
TX	FARWELL TIRE LLC	Tireworks Tire Pros - Farwell	Michael Glenn Kahlich, Phillip Scott Kahlich	101 1st Street	Farwell	TX	79325	(806) 481-9613
TX	T & L Greenville, Inc.	Auto Doc Tire Pros	Tareq Nasrallah, Leena Nasrallah	3079 State Highway 34 South	Greenville	TX	75402	(903) 455-9300
TX	TIREWORKS INC.	Tireworks Tire Pros - Hereford	Michael Glenn Kahlich, Phillip Scott Kahlich	420 W. 1st St.	Hereford	TX	79045	(806) 364-5033
TX	Reynaldo ("Ray") Sanchez, Sole Proprietor	South Image Wheel & Tire Pros	Reynaldo ("Ray") Sanchez	630 West Gulf Bank Rd.	Houston	TX	77037	281-847-9300
TX	Tumbando Suenos LLC	USA Tire Pros - 2415 FM 1960	Efrain Mirales, Jose Mirales	2415 FM 1960 Road East	Humble	TX	77338	(281) 812-1800
TX	Tumbando Suenos LLC	USA Tire Pros - 4831 FM 1960	Efrain Mirales, Jose Mirales	4831 FM 1960 Road West	Humble	TX	77338	(281) 441-8473
TX	MCKDEVCO, LLC.	G & S Tire Pros	Craig D. Berkowitz	1910 Northpark Dr.	Kingwood	TX	77339	(281) 359-8913
TX	SUNDOWN TIRE & LUBE, LLC	Hometown Tire Pros - Levelland	Jacob Gregory	211 College Ave	Levelland	TX	79336	806-229-2222
TX	COOK TIRE & SERVICE CENTER, INC.	Cook Tire & Service Center Inc. Tire Pros - Livingston	Mark E. Cook, Jeannie Cook	209 US 59 Loop South	Livingston	TX	77351	(936) 327-8001
TX	COOK TIRE & SERVICE CENTER, INC.	Cook Tire & Service Center Tire Pros - Lufkin	Mark E. Cook, Jeannie Cook	705 East Denman	Lufkin	TX	75901	(936) 639-2401
TX	J WOODS INC.	Mike Smith Tire Pros	Michael Smith, Sandra Jean Smith	104 South Main Street	Lumberton	TX	77657	(409) 751-4100
TX	MISSION QUICK LUBE, INC.	RGV Tire Pros - Mission	The Longoria Legacy Trust, Yvonne A. Longoria , Trustee	2001 N. Conway Ave.	Mission	TX	78572	956-585-5823
TX	Dick's Tire Service LLC	Dick's Tire Pros	Richard Chad Beard, Dee Dee Beard	1608 South Stockton Ave.	Monahans	TX	79756	432-251-5177
TX	MULESHOE TIRE INC.	Tireworks Tire Pros - Muleshoe	Michael Glenn Kahlich, Phillip Scott Kahlich	220 E. American Blvd.	Muleshoe	TX	79347	(806) 272-4594

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
TX	COOK TIRE & SERVICE CENTER, INC.	Cook Tire & Service Center Tire Pros - Nacogdoches	Mark E. Cook, Jeannie Cook	3624 North Street	Nacogdoches	TX	75965	(936) 559-7700
TX	JARVIS TIRE AND WHEEL, LLC	Jarvis Tire Pros - Navasota	Jody Edward Jarvis	1120 North LaSalle St.	Navasota	TX	77868	(936) 870-5492
TX	R & R VISION PARTNERSHIP, LTD.	Klingemann Tire Pros - Oakhill	Rob Teston, Tracey Teston	5635 Hwy 290 West	Oak Hill	TX	78735	(512) 892-3737
TX	JL Tire, LLC	Superior Tire Pros - Orange	Bryan Hollingsworth	1213 North 16th St.	Orange	TX	77630	409-883-7410
TX	MISSION QUICK LUBE, INC.	RGV Tire Pros - Palmview	The Longoria Legacy Trust, Yvonne A. Longoria , Trustee	505 Palma Vista Dr	Palmview	TX	78572	956-766-7037
TX	PAMPA TIRE, LLC	Tireworks Tire Pros - Pampa	Michael Glenn Kahlich, Phillip Scott Kahlich	1001 Buckler Ave	Pampa	TX	79065	806-261-3300
TX	INTEGRITY CAR CARE, LLC	Integrity Car Care & Tire Pros (Pilot Point)	Corey Christensen, Chris Christensen, Cass Christensen	1321 N. Highway7 377	Pilot Point	TX	76258	(940) 686-8473
TX	SUNDOWN TIRE & LUBE, LLC	Hometown Tire Pros - Plainview	Jacob Gregory	1700 West 24th Street	Plainview	TX	79072	806-587-0231
TX	KINGDOM TIRE & LUBE, LLC	Kingdom Tire Pros	Ted Thomas	419 East Main Street	Post	TX	79356	(806) 990-9101
TX	OSCAR'S WHEELS & TIRES LLC	Oscar's Tire Pros	Oscar Zavaleta, Jr., Oscar Zavaleta	600 S. Robinson Dr.	Robinson	TX	76706	254-662-9102
TX	TOM'S TIRE WORLD INC	Tom's Tire Pros - San Angelo	Tom Ceniglis, Jr.	15 West Concho	San Angelo	TX	76903	(325) 655-9555
TX	J WOODS INC.	Woods Tire Pros & Auto	Michael Smith, Sandra Smith	525 W. Lamar Street	Sherman	TX	75090	(318) 676-7811
TX	GL MOORE L.L.C.	Discount Tire & Service Tire Pros	Greg Moore	180 St. Hwy. 205	Terrell	TX	75160	(972) 563-9700
TX	John T. Wylie and Suzanne Wylie Individual Proprietorship	Discount Wheel & Tire Tire Pros - Summerhill Rd	John T. Wylie, Suzanne Wylie	3223 A Summerhill Rd.	Texarkana	TX	75503	(903) 793-0887
TX	John T. Wylie and Suzanne Wylie Individual Proprietorship	Discount Wheel & Tire Tire Pros - West 7th St.	John T. Wylie, Suzanne Wylie	4810 West 7th Street	Texarkana	TX	75501	(903) 832-0408

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
TX	CROSSROADS TIRE SERVICE, LLC	Crossroads Tire Pros	Adrian Rodriguez	2905 N. Laurent Street	Victoria	TX	77901	(361) 894-8705
TX	CROSSROADS TIRE SERVICE, LLC	Crossroads Tire Pros - Crestwood	Adrian Rodriguez	301 E Crestwood Rd	Victoria	TX	77901	361-575-6387
TX	Day's Tire & Auto Center, LLC	Day's Tire Pros	William Day	40310 Business Highway 290	Waller	TX	77484	(936) 931-0008
TX	MCADEN AUTOMOTIVE CENTER, LLC	Mr. Mac's Tire Pros	Dennis McAden	5110 Professional Dr	Wichita Falls	TX	76302	940-723-6092
TX	SUNDOWN TIRE & LUBE, LLC	Hometown Tire Pros - Wolfforth	Jacob Gregory	801 Highway 82	Wolfforth	TX	79382	806-229-2222
UT	TRENT'S TIRES, INC.	Family Tire Pros of Utah	Trent A. Willemin, Teresa Willemin	95 West Main	American Fork	UT	84003	801-885-4278
UT	J. and E. AUTO, INC.	Jay's Tire Pros	Jay Jenkins	620 South 500 West	Bountiful	UT	84010	(801) 397-2707
UT	RAM TIRES, L.L.C.	Rolling Rubber Tire Pros	Rocky Giles, Aaron Beard, Mike Beard	256 West 200 North	Cedar City	UT	84720	(435) 586-6607
UT	BEAR RIVER VALLEY CO-OP	Bear River Valley Tire Pros	Bryan Davis, Spencer Holmgren, Jim Hill, Mark Bingham	2780 North 4800 West	Corinne	UT	84307	(435) 744-2566
UT	AMERICAN CAR CARE OF EPHRAIM, LLC	Ephraim Tire Pros	Russel A. Stevens, Julie Stevens	455 South 50 East	Ephraim	UT	84627	(435) 283-6956
UT	THATCHER CHRISTENSEN, LLC	Intermountain Tire Pros	Rob Christensen, Tyler Thatcher	13333 S. Towne Market Place	Herriman	UT	84096	(801) 244-0919
UT	BEARD HURRICANE TIRE, INC.	Hurricane Tire Pros	Aaron Beard, Michael A. Beard	848 W. State St.	Hurricane	UT	84737	(435) 635-4100
UT	BJ'S CAR CARE, INC	BJ's Tire Pros	BJ Hatch	685 S. Main St.	Layton	UT	84041	(801) 593-1800
UT	FLORENCE ENTERPRISES, INC.	Jed's Tire Pros	Jed Florence	235 North Main St.	Layton	UT	84041	(901) 544-2442
UT	CAS AUTOMOTIVE REPAIR L.L.C.	Trav's Tire Pros	Cory Lloyd	1159 West Antelope Dr.	Layton	UT	84041	(801) 776-5560

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
UT	CJ5 ENTERPRISES, INC.	Grand Tire Pros	John K. Black, Kris Black	312 N. Main Street	Moab	UT	84532	(435) 259-7909
UT	Park N Pump Circle C, LLC	Edge Tire Pros	Riley M. Park	131 South Main St.	Nephi	UT	84648	(435) 660-0486
UT	S.P.S. TIRE & SERVICE CENTER, INC.	SPS Tire Pros	Craig Butters	760 North Harrisville Rd.	Ogden	UT	84404	801-782-2035
UT	G&C TIRES, L.C.	Rocky's Tire Pros - Orem	Trevor Giles, Matthew Cook	397 North State Street	Orem	UT	84057	(801) 655-1140
UT	RON'S TIRES, INC.	Ron Gordon's Tire Pros	Ron J. Gordon, Lynette B. Gordon	318 East 100 North	Payson	UT	84651	(801) 465-9935
UT	TJ'S AND SONS TIRES & WHEELS, INC.	TJ's Tire Pros	Trent Jenkins, Marianne Jenkins	1595 E Hwy 40	Roosevelt	UT	84066	(435) 722-3999
UT	MIDLAND AMERICAN CAR CARE, INC	JP's Midland Tire Pros Complete Auto Care	Justin Pulido, Jeremy Hansen	4739 South 3500 West	Roy	UT	84067	(801) 732-9000
UT	APEX AUTO GROUP, LLC	Foothill Tire Pros	Dustin J. Knight	2450 E. Parleys Way	Salt Lake City	UT	84109	801-466-0697
UT	DOWN TOWN TIRES LLC	Rocky's Tire Pros - Salt Lake City	Rocky Giles, Darcy Giles	3939 S. State Street	Salt Lake City	UT	84107	(801) 262-2477
UT	SNR TIRE, INC	Clayton's Tire Pros	Shayne Hansen	11501 South Redwood Rd.	South Jordan	UT	84095	(801) 254-0440
UT	ROCKY'S TIRES, LC	Rocky's Tire Pros - Spanish Fork	Rocky Giles, Darcy Giles	375 North Main Street	Spanish Fork	UT	84660	(801) 798-2144
UT	JOHNSON TIRE SERVICE, INC.	Johnson Tire Pros	Riley M. Johnson, Beth S. Johnson, Jeffrey R. Jackson	610 North Main Street	Springville	UT	84663	(801) 489-5621
UT	Foley Brother's Investments, LLC	Tire Pros of Vernal	Dallen Foley, Greg Foley	1011 West Hwy. 40	Vernal	UT	84078	(435) 781-8973
UT	JENKINS' TIRES & WHEELS, INC.	TJ's Tire Pros - Vernal	Trent Jenkins, Marianne Jenkins	650 E. Main St.	Vernal	UT	84078	435-789-9663
VA	Mac’s Service Center, Inc	Mac's Tire Pros and Auto Repair - Ashland	James T. McManus ("Mac"), Carolyn L. Miller ("Lorri")	308 England Street	Ashland	VA	23005	804-368-0213
VA	PoloMule, LLC	Airport Road Auto Center Tire Pros	Cid W. Owens, Andrew Baldwin	1791 Airport Rd.	Charlottesville	VA	22911	(434) 973-4075

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
VA	RACCOON FORD ENTERPRISES, LLC	Settle Tire Co. Tire Pros	Cid Walden Owens	824 Preston Avenue	Charlottesville	VA	22903	(434) 295-5118
VA	SMITH-DAVIS TIRE, INC.	Smith-Davis Tire Pros	Michael W. Collins, Tammy N. Collins	788 Piney Forest Rd.	Danville	VA	24540	(434) 793-9338
VA	CARR'S TIRE SERVICE of HARRISONBURG, INC.	Big L Tire Pros - Elkton	Randolph ("Randy") Nesselrodt, Chad Nesselrodt, William Hutt, Roger Hutt	207 W. Spotswood Trail	Elkton	VA	22827	(540) 298-0154
VA	LITTLE TIRE COMPANY, INC	Little Tire - Tire Pros - Jefferson Davis Hwy	David V. Little, Michael R. Little	5041 Jefferson Davis Hwy	Fredericksburg	VA	22408	(540) 710-1130
VA	LITTLE TIRE COMPANY, INC	Little Tire - Tire Pros - Plank Road	David V. Little, Michael R. Little	4417 Plank Road	Fredericksburg	VA	22407	(540) 786-1121
VA	LITTLE TIRE COMPANY, INC	Little Tire - Tire Pros - Princess Anne St	David V. Little, Michael R. Little	2415 Princess Anne St.	Fredericksburg	VA	22401	(540) 373-1141
VA	CARR'S TIRE SERVICE of HARRISONBURG, INC.	Big L Tire Pros - Early Rd.	Randolph ("Randy") Nesselrodt, Chad Nesselrodt, William Hutt, Roger Hutt	4040 Early Rd.	Harrisonburg	VA	22801	(540) 434-7857
VA	CARR'S TIRE SERVICE of HARRISONBURG, INC.	Big L Tire Pros - Kilmarnock	Randolph ("Randy") Nesselrodt, Chad Nesselrodt, William Hutt, Roger Hutt	581 N. Main St.	Kilmarnock	VA	22482	(804) 435-1810
VA	CARR'S TIRE SERVICE of HARRISONBURG, INC.	Big L Tire Pros - Lynchburg	Randolph ("Randy") Nesselrodt, Chad Nesselrodt, William Hutt, Roger Hutt	2210 Florida Avenue	Lynchburg	VA	24501	(863) 528-1219
VA	LIPPA, LLC	301 Auto Repair Tire Pros	Michael J. Lippa, Lisa C. Lippa, Michael J. Lippa, Jr., Amanda M. Lippa and Andrea L. Martin	8270 Jupiter Dr	Mechanicsville	VA	23116	(804) 559-9400
VA	Winding Brook Automotive, LLC	Winding Brook Auto Service Tire Pros	Shelly J. Greci, Anthony Greci, Andrea L. Greci Ellett	18209 Richmond Tpke	Milford	VA	22514	(804) 633-5289
VA	HORNSBY TIRE COMPANY, INC	Hornsby Tire & Service Center Tire Pros	Mark Hornsby, David Hornsby	3300 Jefferson Ave.	Newport News	VA	23607	(757) 244-7377

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
VA	CARSON AUTOMOTIVE, INC.	Buffalo Tire Pros	William Cordle, Carson Cordle	5757 Charles City Circle	Richmond	VA	23231	(804) 226-0871
VA	BATTLEFIELD PARK SERVICE CENTER, INC.	Vonderlehr Tire Pros	Richard S. Spain, III	2526 Chamberlayne Ave.	Richmond	VA	23222	(804) 321-7861
VA	Winding Brook Automotive, LLC	Winding Brook Tire Pros - Ruther Glen	Shelly J. Greci, Anthony Greci, Andrea L. Greci Ellett	7448 Commerce Way, Suite E	Ruther Glen	VA	22546	(804) 921-3225
VA	AMERICAN AUTOMOTIVE TIRE AND SERVICE CENTERS, INC.	American Auto Tire Pros	Randy Nageotte	230 Garrisonville Rd.	Stafford	VA	22554	(540) 659-8139
VA	Mac’s Service Center, Inc	Mac's Tire Pros and Auto Repair - Troy	James T. McManus ("Mac"), Carolyn L. Miller ("Lorri")	64 Conestoga Way	Troy	VA	22974	434-589-5779
VA	CARR'S TIRE SERVICE of HARRISONBURG, INC.	Big L Tire Pros - Warsaw	Randolph ("Randy") Nesselrodt, Chad Nesselrodt, William Hutt, Roger Hutt	4982 Richmond Rd.	Warsaw	VA	22572	(804) 333-4635
VA	BUETTNER TIRE DISTRIBUTORS, LLC	Buettner Tire Pros - Winchester	Jeffrey B. Buettner	1908 S Loudoun St	Winchester	VA	22601	540-667-3211
WA	RYCH, INC.	The Shop Tire Pros	Ryan Berg, Christine Berg	315 N West Avenue	Arlington	WA	98223	(360) 435-9982
WA	VALLEY RATCHETS AUTO, LLC	Regal Auto Care & Tire Pros	Korey Cutlip, Natasha Cutlip	1901 Auburn Way N.	Auburn	WA	98002	(253)-735-3363
WA	RALDOR LEGACY, INC.	Simmons Garage Tire Pros	Ryan Berg, Christine Berg	6423 Humphrey Rd.	Clinton	WA	98236	360-341-5274
WA	A-AUTOMOTIVE, INC.	A Automotive Tire Pros	Dale Anderson, Sharon Anderson, Aron Anderson	361 W. 5th Ave.	Colville	WA	99114	(509) 684-6945
WA	Alysha Investment Corporation	Factory Direct Tire Pros	Nash Alibhai, Nina Alibhai	22617 76th Avenue We	Edmonds	WA	98026	(425) 774-5131
WA	TIRES TIRES TIRES, INC.	Fast Eddies Tire Pros	Eddie Hemp	8810 Evergreen Way	Everett	WA	98208	(425) 355-7110
WA	TRI-CITIES BATTERY, INC.	Tri-Cities Battery and Tire Pros - Kennewick	Gerald Johnson, Patricia Johnson	5900 W Clearwater Ave	Kennewick	WA	99336	(509) 783-9000
WA	Doc's Automotive, Inc.	Warren Secord Automotive Tire Pros	William "Bill" Winans	1127 West Smith Street	Kent	WA	98032	(253) 852-1492
WA	IVERSON TIRES, INC.	Kirkland Tire Pros	Dennis Iverson	602 6th Street	Kirkland	WA	98033	(425) 822-8251

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
WA	TRI-CITIES BATTERY, INC.	Tri-Cities Battery and Tire Pros - Pasco	Gerald Johnson, Patricia Johnson	2104 N 4th Avenue	Pasco	WA	99301	(509) 545-1473
WA	Burch Enterprises, LLC	Redmond Tire Pros	Joseph Burch, Amy Sabourin	17657 Redmond Way	Redmond	WA	98052	(425) 855-4848
WA	TRI-CITIES BATTERY, INC.	Tri-Cities Battery and Tire Pros - Richland	Gerald Johnson, Patricia Johnson	2170 Jericho Road	Richland	WA	99352	(509) 628-9550
WA	ACE AUTO INTERESTS INC	Ace Auto Repair & Tire Pros	David Pierce, Daniel Yarbrough	8035 15th Avenue Northeast	Seattle	WA	98115	(206) 524-6005
WA	TINY'S TIRE CENTER, INC.	Tiny's Tire Pros	Carl F. Jonientz, Jr.	10805 Pacific Ave S	Tacoma	WA	98444	253-531-4535
WA	HAZEL DELL TIRE CENTER, INC.	Hazel Dell Tire Pros	Richard Mosley	6511 NE Highway 99	Vancouver	WA	98665	(360) 695-1347
WA	R J'S TIRE & AUTO CENTER, INC.	R J's Tire Pros & Auto Experts	Randy L. Juette	2601 W. Nob Hill Blvd.	Yakima	WA	98902	(509) 453-8170
WI	IDA INVESTMENTS, INC.	All Season Tire Pros	Gary Ida, Pamela Ida	1102 Menomonie St.	Eau Claire	WI	54703	(715) 835-7555
WI	JD TIRE 2, INC.	Tire Pros & Wheel Experts HD - Hudson	Jay Andrews, Jr., Judd Andrews	1800 Crestview Drive	Hudson	WI	54016	(715) 808-0195
WI	EXTREME CUSTOMS, LLC	Tire Pros & Extreme Customs - Oshkosh	Tyler Reilly	3420 Jackson St Suite A	Oshkosh	WI	54901	866-680-7467
WI	SUPERIOR AUTO TECH, INC.	Thatcher's Tire Pros	Jay S. Thatcher	5810 Tower Ave.	Superior	WI	54880	(715) 394-2886
WI	EXTREME CUSTOMS, LLC	Tire Pros & Extreme Customs - Wautoma	Tyler Reilly	West 7627 State Road 21	Wautoma	WI	54982	888-258-3747
WV	C. ADAM TONEY DISCOUNT TIRES, INC.	C Adam Toney Tire Pros - Beckley	Charles A. ("Charlie") Toney, Carrel H. Toney	1742 Harper Rd.	Beckley	WV	25801	(304) 252-4987
WV	C. ADAM TONEY DISCOUNT TIRES, INC.	C Adam Toney Tire Pros - Hurricane	Charles A. ("Charlie") Toney, Carrel H. Toney	3558 Teays Valley Rd.	Hurricane	WV	25526	(304) 397-6510
WV	THOMPSON ELECTRIC MOTOR SERVICE, INC.	EMS Tire Pros	Gary A. Thompson	170 Stollings Ave.	Logan	WV	25601	(304) 752-6070
WV	BUETTNER TIRE DISTRIBUTORS, LLC	Buettner Tire Pros - Martinsburg	Jeffrey B. Buettner	324 Winchester Ave	Martinsburg	WV	25401	304-263-3316
WV	C. ADAM TONEY DISCOUNT TIRES, INC.	C Adam Toney Tire Pros - Mount Hope	Charles A. ("Charlie") Toney, Carrel H. Toney	111 Colt Industrial Drive	Mount Hope	WV	25880	(304) 252-5455
WV	C. ADAM TONEY DISCOUNT TIRES, INC.	C Adam Toney Tire Pros - Oak Hill	Charles A. ("Charlie") Toney, Carrel H. Toney	2009 East Main Street	Oak Hill	WV	25901	(304) 465-1851
WV	H.& M. TIRE SERVICE, INC.	Swann's Tire Pros	Walter J. Swann	338 Church Street South	Ripley	WV	25271	(304) 372-5707

ST	Franchisee	Tire Pros DBA	Owner(s) or Owner(s) of Owner (Shareholders/ Members)	Address	City	ST	Zip	Phone#
WV	BUETTNER TIRE DISTRIBUTORS, LLC	Buettner Tire Pros - Romney	Jeffrey B. Buettner	22555 Northwestern Pike	Romney	WV	26757	304-263-3316
WV	C. ADAM TONEY DISCOUNT TIRES, INC.	C Adam Toney Tire Pros - Summersville	Charles A. ("Charlie") Toney, Carrel H. Toney	921 Broad St.	Summersville	WV	26651	(304) 872-1005
WV	FERGUSON TIRE SERVICE COMPANY, INC.	Ferguson Tire Pros	Eugene ("Gene") L. Ferguson, Jr.	3550 Main St.	Weirton	WV	26062	(304) 748-5260

*There are currently no franchisees who have signed agreements but have not yet opened for business.

EXHIBIT H

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

Centers Terminated, Canceled, Not Renewed, Ceased Operation, Reacquired and/or Transferred during Fiscal Year 2021

Franchisee	Cancellation Category	Contact Person(s)	Address	City	ST	Zip	Phone#
HICKS TIRE PROS, INC.	Sold Business	Keith Hicks, Lane Hicks	1103 19th Street	Haleyville	AL	35565	(205) 486-8216
OLIVER TIRE, L.L.C.	Store Closed	Michael R. Oliver, Jonathan S. Allen	2425 Jordan Lane NW	Huntsville	AL	35816	(256) 830-9330
MCTON, INC.	Sold Business	Sidney Ronald Sexton	2718 Zelda Rd	Montgomery	AL	36106	(334) 272-2555
CT Automotive Opelika, Inc.	Dealer Cancelled	Wayne Rogers	2023 Pepperell Pkwy	Opelika	AL	36801	334-749-6357
CAHABA RADIAL TIRE INC.	Dealer Cancelled	Floyd D. Crooks, Justin Heck	3406 Pelham Parkway	Pelham	AL	35124	(205) 663-0433
WARRIOR TIRE INC.	Dealer Cancelled	Jeffrey Mann	50 Lester Doss Rd.	Warrior	AL	35180	(205) 647-9566
H & R TIRE & AUTO CO., INC.	Dealer Cancelled	Harold Burnett, Randy Burnett, Freddie Burnett	3500 W. Martin Luther King Blvd, Hwy 62 West	Fayetteville	AR	72704	(479) 443-4155
ROBINS & ASSOCIATES INC.	Sold Business	Roger L. Robins, Linda K. Robins	2113 Highway 412 West	Siloam Springs	AR	72761	(479) 524-3538
ARG TIRES, LLC	Business Sold	Rama Potturu, Geetha Kallam	825 E. Chandler Blvd.	Chandler	AZ	85225	(480) 857-4844
REVOLUTION TIRE LLC	Sold Business	Estate of Dennis Mangola, Sr.	25252 S. Power Rd.	Queen Creek	AZ	85142	(480) 988-1913
Texas Street Shell Services, Inc.	Sold Business	William Clark, Patricia Clark, Nathaniel Clark, Bryce Clark	1253 North 2nd Street	El Cajon	CA	92021	(619) 440-8635
SHAK ENTERPRISES, INC.	Store Closed	Stephan ("Steve") Boyajian, Hrayr "Harry" A. Boyajian	445 E. Route 66 #A	Glendora	CA	91741	(626) 852-7778
Christopher Zikakis, Sole Proprietor	Store Closing	Christopher Zikakis	1221 North H Street	Lompoc	CA	93436	805-617-3000
THOMAS SULLIVAN	Sold Business	Thomas Sullivan	5979 Commerce Blvd	Rohnert Park	CA	94928	(707) 584-4881

Franchisee	Cancellation Category	Contact Person(s)	Address	City	ST	Zip	Phone#
Justin Moreno and Robert Pedder, individually	Sold Business	Justin Moreno, Robert Pedder	4386 E. Los Angeles Ave.	Simi Valley	CA	93063	(805) 527-3867
PB&J TIRES, LLC	Sold Business	Troy Parduhn, David Bredahl, Jun Zhou	13900 E. Briarwood Ave.	Centennial	CO	80112	(720) 328-0490
DIAMOND TOWN TIRE PROS & AUTO CARE LLC	TPF Cancelled	James Barnes	5221 Summit Bridge Rd.	Middletown	DE	19709	(302) 464-1077
ADVANCED TIRES & SERVICE CENTER, INC.	Sold Business	Gary Coleman, Keith English	4020 Highway 90	Milton	FL	32571	(850) 994-5434
GEORGE'S WHOLESALE TIRES OF PASCO, INC.	Sold Business	Caroline L. McCormick	11322 Ridge Rd.	New Port Richey	FL	34654	727-847-1701
GEORGE'S WHOLESALE TIRES OF PASCO, INC.	Sold Business	Caroline L. McCormick	8230 US Highway 19	Port Richey	FL	34668	727-817-0905
AUGUSTA TIRE & WHEEL, INC.	Sold Business	Larry R. Fulmer	1896 Gordon Hwy.	Augusta	GA	30904	(706) 733-5533
Mission Auto Care LLC	Sold Business	Taylor Scott Mulvey, Christopher D. Summers	620 Glynn Street N	Fayetteville	GA	30214	770-461-1069
EXTRA MILE AUTO TIRE & SERVICE, LLC	Dealer Cancelled	Richard Ehler	2875 Bethany Bend	Milton	GA	30004	(678) 566-6627
HOMETOWN TIRE & AUTOMOTIVE, INC	Sold Business	Barry McKissick, Robyn McKissick	805 W. Spring St.	Monroe	GA	30655	(770) 267-0935
BINION TIRE COMPANY, INC	Sold Business	Kimble ("Kim") Duncan	26 Spence Ave	Newnan	GA	30263	(770) 253-4608
Mission Auto Care LLC	Sold Business	Taylor Scott Mulvey, Christopher D. Summers	9575 Main Street	Woodstock	GA	30188	770-926-3173
EARLS WHITEWALL TIRE CENTER INC.	Sold Business	Earl Crouch	10179 Hickman Ct.	Clive	IA	50325	(515) 251-3808
EARLS WHITEWALL TIRE CENTER INC.	Sold Business	Earl Crouch	4260 NW 2nd St.	Des Moines	IA	50313	(515) 288-7444
EARLS WHITEWALL TIRE CENTER INC.	Sold Business	Earl Crouch	303 Scott Ave.	Des Moines	IA	50309	(515) 288-2387

Franchisee	Cancellation Category	Contact Person(s)	Address	City	ST	Zip	Phone#
Associated Tire Stores, Inc.	Dealer Cancelled	Larry C. Nicholls, Christie Stock, Vickie Nicholls	4534 Yellowstone Ave.	Pocatello	ID	83202	(208) 238-2300
MICHAEL BOLLER, LLC	Sold Business	Michael Boller	69 Milwaukee Road	St. Maries	ID	83861	(208) 686-0425
Tire Operations Group, LLC	Sold Business	Hal Sears	5801 N. German Church Rd.	Lawrence	IN	46226	(317) 826-8770
GREER & STAPLES, INC.	Sold Business	Jason Greer, Kevin Greer, Sharon Greer	4306 West Hwy 146	Buckner	KY	40010	(502) 222-2683
SERVICE TIRE AND AUTO OF MOSS BLUFF, INC.	Sold Business	Robert Landry	212 Sam Houston Jones Parkway	Lake Charles	LA	70611	(337) 855-9397
MELVIN TIRE & AUTO SERVICE CENTERS, INC.	Sold Business	James Melvin Jr.	10 School St & RT 6	Seekonk	MA	02771	(508) 336-4100
MID-ATLANTIC TIRE, LLC	Sold Business	Terance P. John	8105A Teal Drive	Easton	MD	21601	(410) 770-3337
FARMERS UNION OIL COMPANY OF ALEXANDRIA	Store Closing	Farmers Union Oil Company of Alexandria (Co-op Brad Shafer Tire Manager)	1705 Broadway St.	Alexandria	MN	56308	(320) 763-6557
BRITTAIN AUTOMOTIVE Corporation	Dealer Cancelled	David Brittain	528 Indian Warpath Drive	Pacific	MO	63069	636-271-4176
BIG SKY TIRE AND AUTO, LLC	Dealer Cancelled	Dale Roo, Earnest Roo, Jean Roo	495 US Hwy 93 N.	Eureka	MT	59917	(406) 297-2623
King Tire Service of Mebane, Inc.	Sold Business	Caroline Massey, Courtney Covington	7623 Highway 70 East	Mebane	NC	27302	919- 563-5951
MAIN STREET TIRE, INC	Dealer Cancelled	Jason L. Moore	187 East Main Ave.	Taylorsville	NC	28681	(828) 635-0055
FREEHOLD TIRE CENTER, INC.	Sold Business	Joseph Gilpin	10 Center Street	Freehold	NJ	07728	(732) 462-0565
BIG HORN, INCORPORATED	Sold Business	Andrew "Buck" Worker, Cheryl Worker	500 W Maloney	Gallup	NM	87301	(505) 722-6965

Franchisee	Cancellation Category	Contact Person(s)	Address	City	ST	Zip	Phone#
AJ TIRES, LLC	Abandonment	William ("Bill") Morang	500 W Maloney	Gallup	NM	87301	(505) 722-6965
EXPRESS TIRE & WHEEL INC.	Store Closed	Perry Groce	6901 W. Reno Ave.	Oklahoma City	OK	73127	(405) 787-5300
SOUTH PACIFIC AUTO SALES INC.	Sold Business	Russell Sell, Brenda Sell	5040 Pacific Blvd SW	Albany	OR	97321	541-924-1163
AFFORDABLE TIRE & BRAKE CO.	Sold Business	Scott Arnott	711 SE Hawthorne Ave.	Portland	OR	97214	(503) 235-1808
GARY'S AUTO CARE, INC.	Sold Business	Gary Greenberg, Margaret Greenberg	233 NE Columbia Blvd.	Portland	OR	97211	(503) 286-9851
Tualatin Tire, Inc.	Store Closing	Ralf Leopold, Christine Leopold	1932 SW Mohave Court	Tualatin	OR	97062	(503) 692-9333
South Hanover Automotive Limited Liability Company	Sold Business	Michael S. Cooper, Christine L. Cooper	871 Baltimore Street	Hanover	PA	17331	(717) 637-2600
MELVIN TIRE & AUTO SERVICE CENTERS, INC.	Sold Business	James Melvin Jr.	2760 Hartford Ave (RT 6)	Johnston	RI	02919	(401) 934-3220
MELVIN TIRE & AUTO SERVICE CENTERS, INC.	Sold Business	James Melvin Jr.	45 Huling Rd.	North Kingstown	RI	02852	(401) 268-3882
MELVIN TIRE & AUTO SERVICE CENTERS, INC.	Sold Business	James Melvin Jr.	390 George Washington Hwy.	Smithfield	RI	02917	(401) 349-3668
SHADDEN TIRE COMPANY, INC.	Sold Business	Thomas Shadden, Raymond Shadden	2328 North Main Street	Crossville	TN	38555	(931) 484-6107
SHADDEN TIRE COMPANY, INC.	Sold Business	Thomas Shadden, Raymond Shadden	584 South Main Street	Crossville	TN	38555	(931) 484-7111
ALARA SALES INC.	Sold Business	Amir Hirani, Ali Hirani	2319 Texas Ave. South	College Station	TX	77840	(979) 696-3200
JL Tire, LLC	Store Closed	Bryan Hollingsworth	1175 N Main St	Vidor	TX	77662	409-769-0300
Associated Tire Stores, Inc.	Dealer Cancelled	Larry C. Nicholls, Christie Stock, Vickie Nicholls	885 N. Main St. 11	Logan	UT	84321	(435) 753-2412
S.P.S. TIRE & SERVICE CENTER, INC.	Sold Business	Carn Ernest Butters	760 North Harrisville Rd.	Ogden	UT	84404	801-782-2035
GRAKO'S AMERICAN CAR CARE, INC.	Sold Business	Gary G. Grako, Bobbie Grako	280 East Main Street	Price	UT	84501	(435) 637-6100

Franchisee	Cancellation Category	Contact Person(s)	Address	City	ST	Zip	Phone#
Associated Tire Stores, Inc.	Dealer Cancelled	Larry C. Nicholls, Christie Stock, Vickie Nicholls	110 S. Highway 182 25	Providence	UT	84332	(435) 787-1844
LOWELL ARCHIBALD & SONS, INC	Sold Business	Bradly L. Archibald, Lowell P. Archibald	925 West Main Street	Tremonton	UT	84337	(435) 257-5661
COVINGTON TIRE COMPANY, INC.	Sold Business	Nancy Wolfe, Ryan W. Wolf, TaraLee R. Wolfe	1015 S. Monroe Ave.	Covington	VA	24426	(540) 962-3988
DYKE TIRE & BATTERY, INC.	Sold Business	James K. ("Jimmy") Dyke	2503 North Skipwith Road	Richmond	VA	23294	(804) 270-1010
BOLTON TIRE SERVICE LLC	TPF Cancelled	Kerry Bolton	8165 Guide Meridian Rd	Lynden	WA	98264	360-366-8981
SS TIRE & AUTO, LLC	TPF Cancelled	Tim Schooley	30398 Highway 20 East	Republic	WA	99166	(509) 775-3355

Franchisees Who Have Not Communicated With Us Within 10 Weeks of The Date of This Disclosure Document.
None.

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

EXHIBIT I
STATE AGENCIES AND ADMINISTRATORS AND
FRANCHISOR'S AGENTS FOR SERVICE OF PROCESS

We intend to register this Disclosure Document as a franchise in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in that state:

California	Department of Financial Protection and Innovation 320 West 4th Street Suite 750 Los Angeles, CA 90013 (213) 576-7500 or (866) 275-2677
Florida	Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building 407 South Calhoun Street Tallahassee, FL 32399 (850) 410-3754
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722
Illinois	Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, IL 62706 (217) 782-4465
Indiana	Indiana Secretary of State Indiana Securities Division Franchise Section 302 W. Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681
Maryland	Office of the Attorney General Maryland Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360

Michigan	Michigan Department of the Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
Nebraska	Department of Banking and Finance 1200 N Street, Suite 311 P.O. Box 95006 Lincoln, NE 68509 (402) 471-3445
New York	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222
North Dakota	North Dakota Securities Department 600 East Boulevard 5th Floor – State Capitol, Dept. 414 Bismarck, ND 58505 (701) 328-4712
Oregon	Department of Consumer and Business Services Division of Finance Labor and Industries Building Salem, OR 97310 (503) 378-4387
Rhode Island	Department of Business Regulation Division of Securities 1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, Rhode Island 02920 (401) 462-9527

South Dakota	South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
Texas	Secretary of State Statutory Document Section P.O. Box 13563 Austin, TX 78711 (512) 475-1769
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051
Washington	Securities Administrator Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760
Wisconsin	Wisconsin Securities Commission Securities and Franchise Registration 201 West Washington Avenue, Suite 300 Madison, WI 53703 (608) 266-3431

We intend to register this Disclosure Document as a franchise in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agent for service of process in those states:

California	Commissioner of Financial Protection and Innovation Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, California 90013
Hawaii	Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813

Illinois	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
Indiana	Indiana Secretary of State 302 W. Washington Street, Room E-111 Indianapolis, IN 46204
Maryland	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
Michigan	Michigan Department of Commerce Corporations and Securities Bureau 6546 Mercantile Way Lansing, Michigan 48910
Minnesota	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198
New York	New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001
North Dakota	North Dakota Securities Commissioner 600 East Boulevard 5th Floor – State Capitol, Dept. 414 Bismarck, ND 58505
Oregon	Director Department of Insurance and Finance 700 Summer Street, N.E. Suite 120 Salem, Oregon 97310
Rhode Island	Director of Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, Rhode Island 02920
South Dakota	Assistant Director, Securities Regulation Department of Labor and Regulation Division of Insurance - Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501

Virginia	Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219
Washington	Department of Financial Institutions 150 Israel Road SW Tumwater, Washington 98501
Wisconsin	Wisconsin Commissioner of Securities 201 West Washington Avenue, Suite 300 Madison, Wisconsin 53703

EXHIBIT J
FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Tire Pros Francorp, LLC ("we", "us" or "our") and you are preparing to enter into a Franchise agreement for the operation of a TIRE PROS Center. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay the initial franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet.

No__ l. Have you received the Franchise Agreement and each exhibit and schedule attached to them?

No__ 2. Have you received the Franchise Disclosure Document ("Disclosure Document") we provided?

No__ 3. Did you sign a receipt for the Disclosure Document indicating the date you received it?

No__ 4. Has any employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a TIRE PROS Center that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

No__ 5. Has any employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in the Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

No__ 6. Has any employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a TIRE PROS Center will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

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

SPECIAL NOTE FOR RESIDENTS OF THE STATE OF MARYLAND AND TIRE PROS CENTERS LOCATED IN MARYLAND: Nothing in this Franchisee Disclosure Questionnaire shall act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

EXCEPT FOR YOUR RESPONSES TO QUESTIONS 14, 15, AND 16, PLEASE EXPLAIN ANY NEGATIVE RESPONSES [REFER TO QUESTION NUMBER AND USE ADDITIONAL PAPER IF NECESSARY]:

_____

_____

EXHIBIT K
OPERATIONS MANUAL TABLE OF CONTENTS

(see attached)

OPERATIONS MANUAL TABLE OF CONTENTS

I. Our Story
II. Our Founders and Management Team
III. Who Are Our Customers?
IV. The Services that We Offer
V. The Products that We Sell
VI. Tire Playbook: How to Deliver Value to our Customer
VII. Tire Pros Onboarding
VIII. Tire Pros Training
IX. Insurance Requirements
X. Tire Pros Meeting Information
XI. Communications
XII. Performance Data Reporting
XIII. Consumer Financing Programs
    a. 360 Payments / 360 Capital
    b. Synchrony
    c. Easy Pay
    d. Acima
XIV. Tire Pros Marketing Programs
XV. E-Commerce Platform – TirePros.com
XVI. Tire Pros Marketing Vendor Partnerships
XVII. Tire Pros Trademarks and Brand Standards
XVIII. Tire Pros Operational Analysis and Budgeting
XIX. Tire Pros Operations Preferred Vendor Partnerships
    a. Partner Perks
    b. PRG
    c. IPG + Coalition
    d. Valvoline
XX. Tire Pros Business Management Operating System
    a. Overview
    b. Ecosystem
    c. Loyalty program
    d. Analytics Dashboard Tires and Service
XXI. Tire Pros Tire Manufacturer Partnerships
XXII. Tire Pros Warranty Programs- B2B & B2C
    a. Service Warranty
    b. Tire Protect Plan
    c. Roadside Assistance US + Canada
    d. Commercial Service Warranty up class 5
    e. 250 Promise
    f. Digital Capabilities
XXIII. Tire Pros Dealer Purchase Incentive Programs
XXIV. Pro Rewards: Employee Incentive Program
XXV. Tire Pros Invoice and Statement Descriptions

EXHIBIT L
GENERAL RELEASE

This General Release ("Release" or "Agreement") is made this __ day of ___by and between _____("Franchisee") and Tire Pros Francorp, LLC, a California corporation ("TPF" or "Franchisor"). Each party to this Agreement is referred to as a ("Party") and may be referred to jointly as (the "Parties").

WHEREAS Franchisee wishes to terminate its franchise agreement with TPF ("Franchise Agreement") and either cease and desist operation of all business under the franchise agreement that it signed with ("Franchisor"), or as part of the renewal of its franchise with TPF replace its current Franchise Agreement with the Franchisor's then current Franchise Agreement.

NOW THEREFORE, in consideration for the mutual covenants contained herein, and for other good and valuable consideration, the sum and sufficiency of which is hereby acknowledged, the parties to this agreement agree as follows: that agreement, and as a condition of releasing Franchisee of its obligations under its franchise agreement with Franchisor, the parties agree as follows:

1. The effective date of this Release shall be the date that Franchisor signs this Agreement ("Effective Date").

2. _____ as the Tire Pros franchisee, its past and present parent(s), subsidiaries, and affiliates and all of their respective predecessors in interest, successors and assigns, together with all of their respective shareholders, owners, directors, officers, managers, members, partners, employees, agents, representatives, successors and assigns (collectively "Franchisee"), hereby releases and forever discharges Tire Pros Francorp, LLC, its past and present parent(s), subsidiaries, and affiliates, together with all of their respective shareholders, owners, directors, officers, managers, members, partners, employees, agents, representatives and their successors and assigns (collectively "Franchisor") from any and all liabilities, damages, claims, demands, costs, expenses, debts, indemnities, suits, disputes, controversies, actions and causes of action of any kind whatsoever, whether known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise relationship, Franchise Agreement or any other agreement executed by Franchisee and Franchisor, or any other prior or existing business relationship between Franchisee and Franchisor, which the Franchisee individually or collectively has asserted, may have asserted or could have asserted against Franchisor at any time up to the date of this General Release, including specifically, without limitation, claims arising from contract, written or oral communications, alleged misrepresentations, and acts of negligence, whether active or passive, and whether by statute, rule or by common law.

3. The Franchisor, its past and present parent(s), subsidiaries, and affiliates and all of their respective predecessors in interest, successors and assigns, together with all of their respective shareholders, owners, directors, officers, managers, members, partners, employees, agents, representatives, successors and assigns (collectively "Franchisor"), hereby releases and forever discharges _____ as the Tire Pros franchisee, its past and present parent(s), subsidiaries, and affiliates, together with all of their respective shareholders, owners, directors, officers, managers, members, partners, employees, agents, representatives and their successors and assigns (collectively "Franchisee") from any and all liabilities, damages, claims, demands, costs, expenses, debts, indemnities, suits, disputes, controversies, actions and causes of action of any kind whatsoever, whether known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise relationship, Franchise Agreement or any other agreement executed by Franchisee and Franchisor, or any other prior or existing business relationship between Franchisee and Franchisor, which the Franchisee individually or collectively has asserted, may have asserted or could have asserted against Franchisor at any time up to the date of this General Release, including specifically, without limitation, claims arising from contract, written or oral communications, alleged misrepresentations, and acts of negligence, whether active or passive, and whether by statute, rule or by common law. Notwithstanding anything stated to the contrary

this release shall not release the Franchisee from any of the obligations of the Franchise Agreement, which by their very nature would extend beyond the termination date of the Franchise Agreement and beyond the Effective Date of this Agreement, nor will this Agreement release the Franchisee from any third party claims that arouse or accrued or could have arisen or accrued prior to and up to the Effective Date of this Agreement, whether known or unknown.

4. This General Release shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisee and Franchisor.

5. THE FRANCHISEE AND FRANCHISOR ACKNOWLEDGE THAT THEY ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

> 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.

THE FRANCHISEE AND FRANCHISOR, BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVE ALL OF THEIR RIGHTS THEREUNDER AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT OF ANY APPLICABLE JURISDICTION, INCLUDING, WITHOUT LIMITATION, NORTH CAROLINA AND/OR JURISDICTIONS OF FRANCHISEE(S)' RESIDENCE AND LOCATION OF FRANCHISED UNITS.

6. Severability. In event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

8. Governing Law/Jurisdiction. This Agreement shall be governed by and construed and interpreted in accordance with the laws of North Carolina without reference to principles of conflict of laws.

[Signature Page Follows]

_____ Franchisee	Tire Pros Francorp, LLC, Franchisor
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT M

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	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT N

RECEIPT (Your Copy)

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If we offer you a franchise, we must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, us or our affiliate in connection with the proposed franchise sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this disclosure document 10 business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If we do 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 appropriate state agency identified in Exhibit I.

This franchise is being offered by the following franchise sellers, all of whom have a principal business address of 12200 Herbert Wayne Court, Suite 150, P.O. Box 1251, Huntersville, NC 28070-1251, and whose telephone number is (704) 992-2000 (check all that have been involved in the sales process):

□ Benjamin Anderson □ _____ □ _____

Issuance Date: April 30, 2023.

We authorize the respective agents identified on Exhibit I to receive service of process for us in the particular states.

I have received a Franchise Disclosure Document from Tire Pros Francorp, LLC, dated April 30, 2023, that included the following Exhibits:

A. Tire Pros Francorp, LLC Franchise Agreement, Schedule(s) A-F	H. List of Franchisees Who Have Left the System
B. Confidentiality Agreement	I. State Agencies and Administrators & Franchisor's Agent for Service of Process
C. 2023 Dealer Participation Agreement	J. Franchisee Disclosure Questionnaire
D. TireBuyer.com Dealer Agreement	K. Operations Manual Table of Contents
E. State Specific Addenda	L. General Release
F. Financial Statements	M. State Effective Dates
G. List of Current Franchisees	N. Item 23 Receipt(s)

Dated: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

_____
Signature of Prospective Franchisee

_____
Print Name

Please sign and date this receipt. This is your copy to keep for your records.

EXHIBIT N
RECEIPT (Our Copy)

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If we offer you a franchise, we must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, us or our affiliate in connection with the proposed franchise sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this disclosure document 10 business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If we do 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 appropriate state agency identified in Exhibit I.

This franchise is being offered by the following franchise sellers, all of whom have a principal business address of 12200 Herbert Wayne Court, Suite 150, P.O. Box 1251, Huntersville, NC 28070-1251, and whose telephone number is (704) 992-2000 (check all that have been involved in the sales process):

□ Benjamin Anderson □ _____ □ _____

Issuance Date: April 30, 2023.

We authorize the respective agents identified on Exhibit I to receive service of process for us in the particular states.

I have received a Franchise Disclosure Document from Tire Pros Francorp, LLC, dated April 30, 2023, that included the following Exhibits:

A. Tire Pros Francorp, LLC Franchise Agreement, Schedule(s) A-F	H. List of Franchisees Who Have Left the System
B. Confidentiality Agreement	I. State Agencies and Administrators & Franchisor's Agent for Service of Process
C. 2023 Dealer Participation Agreement	J. Franchisee Disclosure Questionnaire
D. TireBuyer.com Dealer Agreement	K. Operations Manual Table of Contents
E. State Specific Addenda	L. General Release
F. Financial Statements	M. State Effective Dates
G. List of Current Franchisees	N. Item 23 Receipt(s)

Dated: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

_____
Signature of Prospective Franchisee

_____
Print Name

Please sign and date this receipt and return to: Tire Pros Francorp, LLC, via U.S. Mail at 12200 Herbert Wayne Court, Ste. 150. PO Box 1251, Huntersville, NC 28070-1251. Or you may email the receipt to cahenderson@atd-us.com. You may keep the second copy for your records.