

ATTACHMENT 5

Precision Franchising LLC

STATE SPECIFIC AMENDMENTS TO FRANCHISE AGREEMENTS

AMENDMENT TO FRANCHISE AGREEMENT
FOR PRECISION FRANCHISING LLC
FOR THE STATE OF CALIFORNIA

The Franchise Agreement between _____ ("Franchisee" or "You") and Precision Franchising LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Corporations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. California Business and Professions Code Sections 20000 through 20043 provide rights to You concerning nonrenewal and termination of the Agreement. The Federal Bankruptcy Code also provides rights to You concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Agreement contains a provision that is inconsistent with these laws, these laws will control.
- b. If the Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.
- c. If the Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable. Accordingly if California law applies to your franchise agreement and if you wrongfully terminate the franchise agreement or if we terminate your franchise agreement due to your breach, you must pay us damages arising out of your breach in an amount determined by a court of competent jurisdiction.
- d. If the Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.
- e. If the Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.
- f. If the Agreement requires that it be governed by a state's law, other than the State of California, such requirement may be unenforceable.
- g. No person in Item 2 of the Disclosure Document is subject to any currently effective

order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the California law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on this ____ day of _____, 20__.

Witness:

FRANCHISEE: _____

By: _____

(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

**AMENDMENT TO FRANCHISE AGREEMENT
FOR PRECISION FRANCHISING LLC
FOR THE STATE OF ILLINOIS**

The Franchise Agreement between _____ ("Franchisee" or "You") and Precision Franchising LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, Ill. Comp. Stat. ch. 815 para. 705/1 - 705/44 (1994). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. 815 ILCS 705/19 and 705/20 provide rights to You concerning non-renewal and termination of this Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act will control.
- b. If the Franchisee is required in Sections 27.1 - 27.3 of this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule of order under the Act, such release shall exclude claims arising under the Illinois Franchise Disclosure Act, and such acknowledgments shall be void with respect to claims under the Act and are hereby deleted.
- c. If this Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void under the Illinois Franchise Disclosure Act.
- d. If this Agreement requires that it be governed by a state's law, other than the State of Illinois, Illinois law will control.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on this ____ day of _____, 20__.

Witness:

FRANCHISEE: _____

By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

**AMENDMENT TO PRECISION FRANCHISING LLC
FRANCHISE AGREEMENT
FOR THE STATE OF INDIANA**

The Franchise Agreement between _____ ("Franchisee" or "You") and Precision Franchising LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

INDIANA LAW MODIFICATIONS

1. The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. 1 - 51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. 23-2-2.7 (1985). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:
 - a. The Indiana Deceptive Franchise Practices Act provides rights to You concerning nonrenewal and termination of the Agreement. To the extent the Agreement contains a provision that is inconsistent with the Act, the Act will control.
 - b. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, and such acknowledgments shall be void with respect to claims under the Acts.
 - c. If the Agreement contains covenants not to compete upon expiration or termination of the Agreement that are inconsistent with the Indiana Deceptive Franchise Practices Act, the requirements of the Act will control.
 - d. The Indiana Deceptive Franchise Practices Act provides that substantial modification of the Agreement by the Company requires written consent of the Licensee. If the Agreement contains provisions that are inconsistent with this requirement, the Act will control.
 - e. If the Agreement requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act 23-2-2.7(10).
 - f. If the Agreement requires that it be governed by a state's law, other than the State of Indiana, to the extent that such law conflicts with the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, the Acts will control.
2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Indiana Deceptive Franchise Practices Act and the Indiana Franchises

Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on this ____ day of _____, 20__.

Witness: FRANCHISEE: _____

_____ By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness: FRANCHISOR:
PRECISION FRANCHISING LLC

_____ By: _____

Name: _____

Title: _____

**AMENDMENT TO PRECISION FRANCHISING LLC
FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND**

The Franchise Agreement between _____ ("Franchisee" or "You") and Precision Franchising LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

MARYLAND LAW MODIFICATIONS

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. 14-201 - 14-233 (1994). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law, and such acknowledgments shall be void with respect to claims under the Law.

b. This Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights Franchisee may have under Sec. 14-216 (c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland.

c. The General Release required as a condition of renewal, sale and/or assignment and/or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on this ____ day of _____, 20__.

Witness:

FRANCHISEE: _____

By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

**AMENDMENT TO PRECISION FRANCHISING LLC
FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA**

The Franchise Agreement between _____ ("Franchisee" or "You") and Precision Franchising LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

MINNESOTA LAW MODIFICATIONS

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 *et seq.*, and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:
 - a. The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims that the Franchisees' use of the Intellectual Properties infringes trademark rights of the third party. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.
 - b. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a franchisee be given written notice of a franchisor's intention not to renew 180 days prior to expiration of the franchise and that the franchisee be given sufficient opportunity to operate the franchise in order to enable the franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement contains a provision that is inconsistent with such requirement of the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.
 - c. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases that a franchisee be given 90 days notice of termination (with 60 days to cure). If the Agreement contains a provision that is inconsistent with such requirement of the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.
 - d. If the Agreement requires Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.
 - e. The Franchise Acts prohibits liquidated damages clauses in a franchise agreement governed by Minnesota law. Accordingly, section 17.1.5 of your franchise agreement is amended to read as follows:

“Promptly pay all sums owing to Franchisor, its subsidiaries, affiliates and divisions. In the event of termination due to your breach, such sums will include damages resulting from your breach for the remainder of the term of the franchise agreement in an amount determined by a court of competent jurisdiction.”

- f. If the Agreement and/or the Disclosure Document require(s) that it be governed by a state's law other than the State of Minnesota or by arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

2. Each provision of this Agreement and/or the Disclosure Document shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on this ____ day of _____, 20__.

Witness:

FRANCHISEE: _____

By: _____

(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

**AMENDMENT TO PRECISION FRANCHISING LLC
FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA**

The Franchise Agreement between _____ ("Franchisee") and Precision Franchising LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement:

NORTH DAKOTA LAW MODIFICATIONS

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments shall be void with respect to claims under the Law.
- b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota law, the covenant may be unenforceable and accordingly, Section 18.2.2 of the Franchise Agreement is deleted and the following inserted in lieu thereof:

“However, if during the 2 years after the termination or expiration of this Agreement, Franchisee owns, maintains, operates, engages in, or has any interest in any business similar to the Franchised Business that is located within 5 miles of the boundary of the Assigned Area; or is located within either (i) within 5 miles of the boundary of the assigned area of any other Precision Tune Auto Care Center in operation at the time of termination or expiration of this Agreement, or (ii) within 10 miles from the location of any other Precision Tune Auto Care Center, whichever is less, Franchisee agrees to pay Franchisor 5% of the gross sales of any such competitive business as compensation for use of information acquired during the term hereof. Furthermore, if Franchisee is employed in any such competitive business, during such period of time, Franchisee agrees to pay Franchisor 5% of such employee earnings as compensation for use of information acquired from Franchisor during the term hereof. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the restrictive covenants in this Section.”

- c. If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

- d. If the Agreement requires that it be governed by a state's law, other than the State of North Dakota, to the extent that such law conflicts with the North Dakota Franchise Investment Law, the North Dakota Franchise Investment Law will control.
- e. If the Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.
- f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.
- + g. Any provision in this Agreement which requires the Franchisee to consent to a waiver of exemplary and punitive damages will not apply to any claims brought under the North Dakota Franchise Investment Law.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative on this _____ day of _____ 20__.

Witness: _____

FRANCHISEE: _____

By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness: _____

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

**AMENDMENT TO PRECISION FRANCHISING LLC
FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK**

The Franchise Agreement between _____ ("Franchisee" or "You") and Precision Franchising LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

NEW YORK LAW MODIFICATIONS

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.
- b. If the Agreement requires that it be governed by a state's law other than the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon the Licensee under the New York General Business Law, Article 33, Sections 680 through 695.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on this ____ day of _____, 20__.

Witness:

FRANCHISEE:

By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

**AMENDMENT TO PRECISION FRANCHISING LLC
FRANCHISE AGREEMENT
FOR THE STATE OF SOUTH DAKOTA**

The Franchise Agreement between _____ ("Franchisee" or "You") and Precision Franchising LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

SOUTH DAKOTA LAW MODIFICATIONS

1. The Director of the South Dakota Division of Securities requires that certain provisions contained in franchise documents be amended to be consistent with South Dakota law, including the South Dakota Franchises for Brand-Name Goods and Services Law, South Dakota Codified Laws, Title 37, Chapter 37-5B, Sections 37-5B-1 through 37-5B-53 (2008). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the South Dakota Franchises for Brand-Name Goods and Services Law, and such acknowledgments shall be void with respect to claims under the Law.
- b. Covenants not to compete upon termination or expiration of the Agreement are generally unenforceable in the state of South Dakota, except in certain limited instances as provided by law. If the Agreement contains a covenant not to compete that is inconsistent with South Dakota law, the covenant may be unenforceable
- c. Regardless of the terms of the Agreement concerning termination, if Franchisee fails to meet performance and quality standards or fails to make any royalty payments under the Agreement, Franchisee will be afforded thirty (30) days' written notice with an opportunity to cure the default before termination.
- d. If the Agreement requires payment of liquidated damages that are inconsistent with South Dakota Law, the liquidated damages clause may be void under SDCL 53-9-5. Accordingly if Minnesota law applies to your franchise agreement and if you wrongfully terminate the franchise agreement or if we terminate your franchise agreement due to your breach, you must pay us damages arising out of your breach in an amount determined by a court of competent jurisdiction.
- e. If the Agreement requires litigation to be conducted in a forum other than the State of South Dakota, the requirement is void with respect to any cause of action otherwise enforceable under South Dakota Law.
- f. If the Agreement requires that it be governed by a state's law other than the State of South Dakota, matters regarding franchise registration, employment, covenants not to compete, and other issues of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, the Agreement and all provisions of this Amendment will be and remain subject to the application, construction, enforcement, interpretation under the governing law set forth in the Agreement.
- g. If the Agreement requires that disputes between Franchisor and Franchisee be

mediated/arbitrated at a location that is outside the State of South Dakota, the mediation/arbitration will be conducted at a location mutually agreed upon by the parties. If the parties cannot agree on location for the mediation/arbitration, the location shall be determined by the mediator/arbitrator selected.

- h. Any provision that provides that the parties' waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the South Dakota Franchise Investment Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on this ____ day of _____, 20__.

Witness: _____ FRANCHISEE: _____

_____ By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness: _____ FRANCHISOR:
PRECISION FRANCHISING LLC

_____ By: _____

Name: _____

Title: _____

**AMENDMENT TO FRANCHISE AGREEMENT
FOR PRECISION FRANCHISING LLC
FOR THE STATE OF WASHINGTON**

The Franchise Agreement between _____ ("Franchisee" or "You") and Precision Franchising LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

WASHINGTON LAW MODIFICATIONS

1. The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, WA Rev. Code §§ 19.100.010 to 19.100.940 (1991). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:
 - a. Washington Franchise Investment Protection Act provides rights to You concerning non-renewal and termination of the Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act will control.
 - b. If the Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the Washington Franchise Investment Protection Act; except when the release is executed under a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. If there are provisions in the Agreement that unreasonably restrict or limit the statute of limitations period for claims brought under the Act, or other rights or remedies under the Act, those provisions may be unenforceable.
 - c. If the Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of Washington, the requirement may be unenforceable under Washington law. Arbitration involving a franchise purchased in the State of Washington, must either be held in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
 - d. If the Agreement requires that it be governed by a state's law, other than the State of Washington, and there is a conflict between the law and the Washington Franchise Investment Protection Act, the Washington Franchise Investment Protection Act will control.
2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Washington law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Agreement on this ___ day of _____, 20 ___.

Witness:

FRANCHISEE: _____

By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

**AMENDMENT TO FRANCHISE AGREEMENT
FOR PRECISION FRANCHISING LLC
FOR THE STATE OF WISCONSIN**

The Franchise Agreement between _____ ("Franchisee") and Precision Franchising LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement:

WISCONSIN LAW MODIFICATIONS

1. The Securities Commissioner of the State of Wisconsin requires that certain provisions contained in franchise documents be amended to be consistent with Wisconsin Fair Dealership Law, Wisconsin Statutes, Chapter 135 ("Fair Dealership Law"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. The Wisconsin Fair Dealership Law, among other things, grants Franchisee the right, in most circumstances, to 90 days' prior written notice of termination or non-renewal and 60 days within which to remedy any claimed deficiencies. If the Agreement contains a provision that is inconsistent with these provisions of the Wisconsin Fair Dealership Law, the provisions of the Agreement shall be superseded by the Law's requirements and shall have no force or effect.
- b. If the Agreement requires that it be governed by a state's law other than the State of Wisconsin, to the extent that any provision of the Agreement conflicts with the Wisconsin Fair Dealership Law such provision shall be superseded by the law's requirements.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Wisconsin law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[REMAINDER OF PAGE LEFT INTENTIONALLY PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on this ____ day of _____, 20__.

Witness:

FRANCHISEE: _____

By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____



Center No. _____

END-USER SOFTWARE LICENSE AGREEMENT

This End-User Software License Agreement (the "Agreement") is entered into as of this date _____, 20__ by and between Precision Franchising LLC, a Virginia limited liability company, having its principal place of business in Ashburn, Virginia ("Licensor") and _____, a _____ ("Licensee").

WHEREAS, Licensor has developed a proprietary software program referred to as the SoftWrench software (the "Software") designed to assist in the operation of a Precision Tune Auto Care Center and has developed a manual (the "Manual") documenting the Software functions and providing instructions regarding use of the Software;

WHEREAS, Licensee is a party to a franchise agreement (the "Franchise Agreement") with Licensor for the operation of a Precision Tune Auto Care Center and operates such Precision Tune Auto Care Center at _____ (the "Approved Location");

WHEREAS, Licensee desires to acquire a license to use the Software in connection with its operation of the Precision Tune Center at the Approved Location; and

WHEREAS, Licensor is willing to license Licensee to use the Software on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings and commitments set forth herein, Licensor and Licensee hereby agree as follows:

1. Ownership of the Software. Licensee acknowledges that Licensor owns all right, title, and interest in the Software and the Manual and shall arrange with an independent third party or parties (the "Approved Supplier or Suppliers") to provide support and other services in connection with Licensee's use of the Software. Licensor may unilaterally change the Approved Supplier by providing to Licensee written notice, including via email.
2. License. Licensor hereby grants to Licensee, and Licensee accepts, a nonexclusive license to use the Software only as authorized in this Agreement. In the event Licensor issues a new release of the Software, Licensor may place additional terms and conditions upon Licensee's license to use such new release of the Software, including, but not limited to, charging an initial license fee in connection with Licensee's license to use such new release. Licensee acknowledges that in the event there are any new releases they will be distributed and coordinated with the interest of the

entire PTAC system in mind and done only on a scheduled basis. The Software shall be installed and shall be used only at the Approved Location. Licensee shall not assign, sublicense, transfer, pledge, lease, rent, or share Licensee's rights under this Agreement. Licensee shall not reverse assemble, reverse compile, or otherwise translate the Software.

3. Back-up Copies of the Software. Licensee may make up to seven (7) back-up copies of the Software as a means of preserving the Software and related data in the event of hardware malfunction. Any such copies of the Software, and related data, shall contain Licensor's copyright and other proprietary notices. Except as authorized under this paragraph, no copies of the Software, or any portions thereof, shall be made by Licensee or any person under Licensee's authority or control.

4. Software Support. In connection with Licensee's purchase of the Software from Licensor, Licensee shall enroll in a standardized Software Support Agreement (the "Support Agreement") offered by Licensor's designated approved supplier. In addition to the standardized services offered under the Support Agreement, the Approved Supplier shall offer to Licensee supplemental services in accordance with the terms of the Support Agreement. Licensee acknowledges that any rights under the Support Agreement to any new releases, upgrades, and enhancements shall in no way be construed as an obligation upon Licensor or the Approved Supplier, or their agents, to support or otherwise maintain or continue to develop or support the Software indefinitely, whether through the Support Agreement or otherwise.

5. Reactivation Module. Licensee acknowledges and accepts that the Software includes a module designed to require periodic reactivation and that, in the event Licensee breaches this Agreement, the Franchise Agreement, any other agreement between Licensee and Licensor or the Support Agreement, Licensee may be denied access to the Software and any related data.

6. Licensor's Rights. Licensee acknowledges and agrees that the Software, the Manual, and any collateral or ancillary materials are proprietary products of Licensor protected under U.S. Copyright law. Licensee further acknowledges and agrees that all right, title, and interest in and to the Software and the Manual, including associated intellectual property rights, are and shall remain with Licensor. This Agreement does not convey to Licensee an interest in the Software or the Manual, but only a limited right of use, revocable in accordance with the terms of this Agreement.

7. License Fees. Upon execution of this Agreement by Licensee, Licensee shall pay to Licensor a one-time license fee in the amount of \$200.00. In addition, Licensor may also charge Licensee a license fee to use relational database software that may be necessary to operate the Software. The initial license fee paid by Licensee is paid in consideration of the license granted under this Agreement.

8. Term. This Agreement is effective upon the date the Software is delivered to Licensee and shall continue for a term concurrent with the Franchise Agreement unless earlier terminated in accordance with the provisions of this Agreement. Licensor may terminate this Agreement upon the breach by Licensee of any provision of this Agreement or upon the breach by Licensee of the terms of the separate Franchise Agreement between Licensee and Licensor. Upon such termination by Licensor, Licensee shall return to Licensor all copies of the Software and the Manual.

9. Warranty Disclaimer. LICENSEE UNDERSTANDS AND AGREES THAT: (1) LICENSOR SHALL HAVE NO OBLIGATION HEREUNDER FOR TRANSPORTATION COSTS, INSTALLATION, OR SUPPORT AND MAINTENANCE OF THE SOFTWARE; (2) THE SOFTWARE MAY CONTAIN DEFECTS; (3) LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SOFTWARE, ITS USE, OR ITS PERFORMANCE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (4) THE USE OF THE SOFTWARE, OR ANY INFORMATION RELATING THERETO OR CONTAINED THEREIN, MAY INFRINGE A THIRD PARTY'S PATENT, TRADE SECRET, TRADEMARK, OR COPYRIGHT; (5) LICENSOR DOES NOT WARRANT IN ANY WAY THAT IT WILL CONTINUE TO DEVELOP THE SOFTWARE.

10. Disclaimer and Limitation of Liability. LICENSEE SHALL HAVE THE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION OF DATA USED IN CONNECTION WITH THE SOFTWARE, AND IN NO EVENT SHALL LICENSOR OR ITS AGENTS BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, (1) SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR (2) ANY PROFITS, RE-RUN TIME, INACCURATE OUTPUT, OR WORK DELAYS. THIS DISCLAIMER AND LIMITATION SHALL APPLY REGARDLESS OF THE ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

11. Trademarks. Any trademarks associated with the Software are the sole property of Licensor, and no right, license, or interest to any such trademark is granted hereunder, and Licensee agrees that no such right, license, or interest shall be asserted by Licensee with respect to any such trademark.

12. Licensee Identification. Licensee hereby grants to Licensor, and its agents, the limited right to use Licensee's name, address, and related information for the purpose of identifying Licensee as a licensed user of the Software in connection with Licensor's, or Licensor's agents', marketing and promotion of the Software.

13. Governing Law and Forum Selection. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia. The parties agree that any action arising out of or related to this action shall be maintained solely in the state and federal courts in the county or judicial district where the Licensor's principal place of business is located. The parties hereby waive any right to demand or have a jury trial in connection with any such action.

14. Costs of Litigation. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees and costs and expenses of litigation.

15. Severability. Should any term of this Agreement be declared void and unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

16. No Waiver. The failure of Licensor to enforce any rights granted hereunder, or to take action against Licensee in the event of any breach hereunder, shall not be deemed a waiver by Licensor as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

17. Notices. Any and all notices required or permitted under this Agreement shall be sent to the retrospective parties at the addresses listed below, unless and until a different address has been designated by written notice to the other party.

LICENSOR:
Atten: President
19980 Highland Vista Blvd., Suite 155
Ashburn, VA 20147

LICENSEE:

Email: _____

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Agreement as of the day and year set forth above.

LICENSEE:

By: _____
Its: _____

LICENSOR:

PRECISION FRANCHISING LLC
By: _____
Its: _____

Date: _____



END-USER
SOFTWRENCH™
SOFTWARE SUPPORT
AGREEMENT

Center No. _____

This End-User Software Support Agreement (the "Agreement") is entered into as of ____ day of _____, 20__ by and between Precision Franchising LLC, (the "Licensor"), a Virginia limited liability company having its principal place of business in Ashburn, Virginia, and _____ (the "Licensee"), a _____ with its principal place of business at _____.

WHEREAS, Licensor has developed a proprietary software program referred to as the SoftWrench™ software (the "Software") designed to assist in the operation of a Precision Tune Auto Care® Center and has developed a manual (the "Manual") documenting the Software functions and providing instructions regarding use of the Software;

WHEREAS, Licensee is a party to a franchise agreement (the "Franchise Agreement") with Licensor for the operation of a Precision Tune Auto Care Center and operates such Precision Tune Auto Care Center only at _____, or such other location as the Licensor may approve (the "Approved Location") under the terms of the Franchise Agreement;

WHEREAS, Licensee is a party to a Single-User Software License Agreement (the "License Agreement") with Licensor relating to Licensee's use of the Software at the Approved Location;

WHEREAS, under the terms of the License Agreement, Licensor may designate an independent, third party to provide a standardized Software support services (the "Services") to Licensee;

WHEREAS, Licensor has designated NewCoIT Corp., a Virginia corporation having its principal place of business in Ashburn, Virginia, as the "Approved Supplier" to provide the Basic Services, as hereinafter defined, to Licensee;

WHEREAS, Licensee is required under the terms of the License Agreement to obtain the basic services offered by Licensor and Approved Supplier under this Agreement; and

WHEREAS, Approved Supplier is willing to provide to Licensee the Services and Licensor is willing to provide to Licensee the Supplemental Services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings and commitments set forth herein, Licensee, Licensor and Approved Supplier hereby agree as follows:

1. The Services. Licensor shall make available, directly or through the Approved Supplier, to Licensee at the Approved Location the following services (the "Basic Services") to assist and support Licensee's use of the Software.
 - a. Telephone Support. Between the hours of 9:00 A.M. and 5:30 P.M. EST on the days Monday

through Saturday, excluding regularly scheduled holidays of Approved Supplier, Approved Supplier shall maintain a telephone hot-line that allows Licensee to report system problems and seek support and assistance in use of the Software.

b. Functional Specifications. From time to time, Approved Supplier may publish the functional specifications (the “Specifications”) of the Software.

c. Error Correction. Approved Supplier shall use reasonable diligence to correct any verifiable and reproducible failure of the Software (hereinafter an “Error”) to conform in all material respects to the Specifications; provided, however, that any nonconformity resulting from Licensee’s misuse, improper use, alteration, or damage of the Software, or Licensee’s combining or merging the Software with any hardware or software not set forth on the Compatibility List shall not be considered an Error. Following Approved Supplier’s correction of an Error (hereinafter an “Error Correction”), Approved Supplier shall provide to Licensee the programming and operating instructions necessary to implement the Error Correction in Licensee’s copy of the Software.

d. Minor Enhancements. From time to time, Approved Supplier shall provide to Licensee minor modifications or additions to the Software (hereinafter a “Minor Enhancement”) that, when made or added to the Software, improve the Software’s utility or efficiency, but that do not constitute solely an Error Correction. In connection with providing any Minor Enhancement, Approved Supplier shall provide to Licensee the programming and operating instructions necessary to implement the Minor Enhancement in Licensee’s copy of the Software.

e. Online Support. Approved Supplier shall provide online support available through an internet connection to Licensee’s computer system.

f. Compatibility List. From time to time, Licensor shall publish a list (the “Compatibility List”) of hardware and software with which the Software is compatible.

g. Modifications to the Software. Licensor shall consider and evaluate the development of enhancements for the specific use of Licensee and shall respond to Licensee’s requests for additional services pertaining to the Software (including, without limitation, data-conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to Licensor’s approval and charges.

2. Supplemental Services. Licensor may, but is not obligated to, offer to Licensee the following services (the “Supplemental Services”).

a. Major Enhancements. From time to time, Licensor may provide to Licensee for such fee as may be determined at the time substantial modifications and additions to the Software (hereinafter a “Major Enhancement”) that, when made or added to the Software, result in substantial improvement in the functional capacity or application of the Software, but that do not constitute a Minor Enhancement or Error Correction. In connection with providing any Major Enhancement, Licensor shall provide to Licensee the programming and operating instructions necessary to implement the Major Enhancement in Licensee’s copy of the Software.

b. New Releases. From time to time, Licensor may provide to Licensee for such fee if any as may be determined at the time new releases (the “New Releases”) of the Software. Licensee acknowledges that in the event there are any new releases they will be distributed and coordinated with the interest of the entire PTAC system in mind and done only on a scheduled basis. New Releases shall contain Error Corrections, Minor Enhancements, and Major Enhancements. In connection with providing a New Release,

Licensor shall provide to Licensee the programming and operating instructions necessary to implement the New Release. Licensor shall charge a uniform fee for New Releases.

3. Term. The term of this Agreement (the "Initial Enrollment Period") shall be for a period of one (1) year commencing upon Licensee's receipt of the Software. Either party may terminate this agreement by giving written notice to the other at least 3 months in advance of the expiration of the current term. If neither party timely gives notice of termination, the Agreement will automatically renew for an additional term of one year (each such year being referred to herein as a "Renewal Enrollment Period"). This agreement will automatically terminate in the event of the termination or non-renewal of the Licensee's franchisee agreement with the Licensor. Licensor may terminate this agreement in the event of a material breach hereof by the Licensee and Licensee's failure to cure such breach within 15 days after written notice.

4. Fees and Charges for Support Services. The Fee for the Initial Enrollment Period is \$195.00 per calendar quarter, payable in advance by electronic funds transfer or by credit card on the first day of each calendar quarter during the term of this Agreement. The fee for the initial calendar quarter shall be prorated. All Fees shall be deemed fully earned and nonrefundable upon payment, in consideration of administrative and other expenses incurred by Licensor and Approved Supplier. Licensor may increase the fee for Renewal Enrollment Periods by giving at least 30 days' prior notice of the increase. Any payment not actually received by Licensor or its designee by the due date shall be deemed overdue. If any payment is overdue, Licensee shall pay Licensor, in addition to the overdue amount, interest on the amount from the date it was due until paid at the rate of eighteen percent (18%) per annum or the maximum rate permitted under applicable federal or state law, if it is less than eighteen percent (18%) per annum. The foregoing shall be in addition to any other remedies that Licensor may have.

5. License. Licensee acknowledges that Licensor owns all right, title, and interest in the Software and the Manual, including any modifications, enhancements, or other alterations provided by Approved Supplier or Licensor under the terms of this Agreement; and Licensee's right to use the Software and Manual, as such may be modified, enhanced, or otherwise altered by Licensor or Approved Supplier, is subject to the terms of the License Agreement.

6. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR AND APPROVED SUPPLIER EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES CONCERNING THE SOFTWARE OR ANY SERVICES OFFERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

7. Disclaimer and Limitation of Liability. LICENSEE SHALL HAVE THE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION OF DATA USED IN CONNECTION WITH THE SOFTWARE, AND IN NO EVENT SHALL LICENSOR, APPROVED SUPPLIER OR ITS AGENTS BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE SOFTWARE, INCLUDING, WITHOUT LIMITATION: (1) SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR (2) ANY PROFITS, RE-RUN TIME, INACCURATE OUTPUT, OR WORK DELAYS. THIS DISCLAIMER AND LIMITATION SHALL APPLY REGARDLESS OF THE ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

8. Trademarks. Any trademarks associated with the Software are the sole property of Licensor, and no right, license, or interest to any such trademark is granted hereunder, and Licensee agrees that no such right, license, or interest shall be asserted by Licensee with respect to any such trademark.

9. Licensee Identification. Licensee hereby grants to Licensor and Approved Supplier, and its agents, the limited right to use Licensee's name, address, and related information for the purpose of identifying

Licensee as a licensed user of the Software in connection with Licensor or Approved Supplier, or their agents', marketing and promotion of the Software.

10. Assignment. Licensee shall not assign any of its rights or obligations under this Agreement to a third party without obtaining Licensor's prior written consent. In the event Licensor designates an entity other than Approved Supplier to provide the Services or Supplemental Services, Licensor shall have the right to assign its rights and obligations hereunder to such entity.

11. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

12. Costs of Litigation. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees and costs and expenses of litigation.

13. Severability. Should any term of this Agreement be declared void and unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

14. No Waiver. The failure of Licensor or Approved Supplier to enforce any rights granted hereunder, or to take action against Licensee in the event of any breach hereunder, shall not be deemed a waiver by Licensor as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

15. Notices. Any and all notices required or permitted under this Agreement shall be sent to the retrospective parties at the addresses listed below, unless and until a different address has been designated by written notice to the other party.

LICENSOR:
Atten: President
19980 Highland Vista Blvd., Suite 155
Ashburn, VA 20147

LICENSEE:

Email: _____

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement as of the day and year first set forth above.

LICENSEE:

By: _____
Its: _____

LICENSOR:

PRECISION FRANCHISING LLC

By: _____

Its: _____

EXHIBIT A
Approved Supplier

FranConnect

13865 Sunrise Valley Drive, Suite 150

Reston, VA, United States, Virginia

EXHIBIT B
Compatibility List

Hardware

8GB RAM
500GB + Hard drive space; SSD recommended over HDD
Modem / Router / Wireless access point
Standard PC compatible keyboard & mouse
Ethernet / Wireless card for internet connectivity
1600 x 900 capable video adaptor

Software

Operating system Windows 10 (Home or Pro)
Sybase ISQL Anywhere 8.03

SoftWrench™ Software Support Fee Authorization

We offer only the following two methods of payment for software support: EFT or Credit Card. In either case, you authorize us to make a withdrawal or charge to your account for \$300.00 every quarter in advance for your support fees for each of your locations licensed to use **SoftWrench™** software. For franchisees that acquire the SoftWrench software from us in connection with the establishment of a new Precision Tune Auto Care center, these quarterly payments will begin following the end of the seventh month of free software support included in your initial installation package.

NOTE: The initial payment amount for the first quarter charged will be prorated based on the number of working days remaining in the beginning quarter.

Please determine the method of payment you prefer by completing one of the attached forms attached and return along with the documents required to receive the **SoftWrench™** software installation package. Failure to return all required documents with the necessary information would only delay the receipt of **SoftWrench™** software.

ELECTRONIC FUNDS TRANSFER

All software support fees will be wired to PTAC's account at Capital One Bank. The withdrawal process will be completed at the corporate office each quarter.

NOTE: We use a method designed to insure complete accuracy. Two PTAC employees are involved in the process at all times. The Collections Manager will enter the deductions and the Payroll Manager will verify and authorize the transaction. Please complete the enclosed form that authorizes the deduction from your account. Be sure to include your bank Transit/ABA number and the complete account number, sign and date the form. If you prefer to furnish avoided check, please do so, but we will need your signature on the attached authorization form.

SoftWrench™ Software
ELECTRONIC FUND TRANSFER AUTHORIZATION

**AUTHORIZATION TO HONOR CHARGES DRAWN BY AND
PAYABLE TO PRECISION FRANCHISING, LLC (“FRANCHISOR”)**

Depositor hereby authorizes and request _____ (the “depository”) to initiate debit and credit entries to Depositor’s checking/savings account (select one) indicated below drawn by and payable to the order of Franchisor by Electronic Fund Transfer provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Depository’s rights with respect to each charge shall be the same as if it were a check drawn by the Depository and signed by Depositor. Depositor further agrees that if any charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Depository shall be under no liability whatsoever.

Center Number (s): List all Centers, by store number that are eligible for software support

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Depositor (Bank) Name: _____

City: _____ State: _____ Zip Code: _____

Transit/ABA Number: _____

Account Number: _____

Depositor Name (Please Print): _____

Acknowledged and Agreed: (Please Sign): _____

Date Signed: _____

ATTACHMENT 8

Center No. _____

ELECTRONIC FUND TRANSFER AUTHORIZATION

AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO PRECISION FRANCHISING LLC (“FRANCHISOR”)

Depositor hereby authorizes and requests _____
(the “Depository”) to initiate debit and credit entries to Depositor’s checking/savings account
(select one) indicated below drawn by and payable to the order of Franchisor by Electronic Fund
Transfer provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Depository’s rights with respect to each charge shall be the same
as if it were a check drawn by the Depository and signed by Depositor. Depositor further agrees
that if any charge is dishonored, whether with or without cause and whether intentionally or
inadvertently, the Depository shall be under no liability whatsoever.

Depository (Bank) Name: _____

City: _____ State: _____ Zip Code: _____

Transit/ABA Number: _____

Account Number: _____

Depositor: (Please Print): _____

Acknowledged and Agreed: (Please sign) _____

Date
Signed: _____

ATTACHMENT 9

CONSENT AGREEMENT

This CONSENT AGREEMENT (the "Agreement") effective this _____ day of _____, 20----- is made by and among the following:

- (1) Insert Assignor Name ("Assignor"), a Assignor State corporation with its principal office at Assignor Corporate Address;
- (2) Assignor Guarantor ("Assignor's Guarantor") is the Assignor's principal shareholder and its sole Guarantor;
- (3) Insert Assignee Name ("Assignee"), a Assignee State company with its principal office at Assignee Corporate Address;
- (4) Assignee Guarantor ("Assignee's Guarantor") is the Assignee's principal Shareholder and its sole Guarantor; and
- (5) PRECISION FRANCHISING LLC, a Virginia limited liability company with its principal office at 19980 Highland Vista Blvd., Suite 155, Ashburn, VA 20147 ("Franchisor"), successor to PRECISION TUNE AUTO CARE, INC., a Virginia corporation ("PTAC").

WITNESSETH:

WHEREAS, Franchisor and Assignor are parties to a Franchise Agreement dated Existing FA Date (the "Franchise Agreement"), a copy of which is attached as Exhibit A; which was renewed pursuant to a letter dated Renewal Letter Date, a copy of which is attached in Exhibit A;

WHEREAS, Assignor has operated a Precision Tune Auto Care business (the "PTAC Center"), pursuant to the terms of the Franchise Agreement at Center Address;

WHEREAS, at all relevant times, Assignor's guarantor personally guaranteed the obligations of Assignor to PTAC under the Franchise Agreement pursuant to a guaranty agreement (the "Guaranty Agreement");

WHEREAS, on or about August 15, 2001, PTAC assigned to Franchisor, a wholly-owned subsidiary of PTAC, all rights under the Franchise Agreement and the Guaranty Agreement;

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to purchase all of Assignor's right, title and interest in and to the Franchise Agreement and the assets of the business conducted thereunder;

WHEREAS, Assignor and Assignee have entered into a written agreement (the "Acquisition Agreements"), contemplating the terms on which Assignor has sold or will sell its rights in the business of the PTAC Center, including its rights under the Franchise Agreement;

WHEREAS, Assignee took possession or will take possession of the Center on the Effective Date;

WHEREAS, pursuant to the provisions of the Franchise Agreement, such transfer requires Franchisor's consent;

WHEREAS, Franchisor is willing to consent to the transfer subject to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor's Representations

- (a) Assignor represents and warrants to Franchisor that Assignor owns all right, title, and interest in and to the Franchise Agreement.
- (b) Assignor represents and warrants to Franchisor that all ascertained or liquidated debts of Assignor to Franchisor, its subsidiaries, affiliates, divisions, Area Developers, and others, as Franchisor may require, are paid in full as of the date of transfer of the assets of the franchised business.
- (c) Assignor represents and warrants to Franchisor that it has the authority to execute this Agreement.
- (d) Assignor represents and warrants to Franchisor that Assignor expressly agrees and acknowledges, by execution of this Agreement, that Assignor is and remains legally bound to comply with the covenants contained in the Franchise Agreement, including without limitation any covenants against competition which expressly or by reasonable implication, are intended to apply to Assignor after the transfer or expiration thereof.

2. Assignee's Representations and Acknowledgments.

- (a) Assignee represents and agrees with Franchisor that Assignee shall pay to Franchisor a transfer fee in the amount of Transfer Fee Amount (\$Transfer Fee Dollars).
- (b) Assignee acknowledges that Franchisor has not conducted an inspection of the Center prior to approving the transfer of the Franchise Agreement. Accordingly, the physical premises of the Center may not be in full compliance with the terms of the Franchise Agreement, and Franchisor may require Assignee to remediate certain aspects of the premises of the Center in order to avoid a default under the terms of the Franchise Agreement.
- (c) Assignee represents and agrees with Franchisor that Assignee shall execute, or in appropriate circumstances, cause all necessary parties to execute, the Substituted (Transfer) Franchise Agreement ("Transfer Agreement") attached hereto as Exhibit B.
- (d) Assignee represents and agrees with Franchisor that within 10 days after the date hereof, but effective as of the Effective Date, Assignee shall obtain and shall provide evidence thereof to Franchisor, such insurance coverage as specified in the Transfer Agreement.
- (e) Assignee represents and agrees with Franchisor that all Stockholders in Assignee and all Stockholders in any corporation owning five percent (5%) or more of the beneficial ownership of Assignee shall enter into a continuing Guaranty Agreement in form attached hereto as

Exhibit C, guaranteeing all liabilities and obligations of Franchisee under the Transfer Agreement and shall agree to be bound individually by the covenants contained in the Transfer Agreement relating to non-competition and confidentiality.

- (f) Assignee agrees that Assignee's compliance with any of the conditions contained in this Section 2 shall not limit Franchisor's right to require conformance with any provisions of the Transfer Agreement.

3. Assignment and Assumption.

- (a) Assignor hereby represents that it has, as of the Effective Date transferred, assigned and set over to Assignee all of its right, title, and interest in and to the Franchise Agreement and all the assets of the business conducted thereunder, subject to Franchisor's consent.
- (b) Assignee hereby represents that it has, as of the Effective Date assumed from Assignor all of Assignor's rights, title, and interest in and to the Franchise Agreement, subject to Franchisor's consent.

4. Franchisor's Consent.

In consideration of the representations made to Franchisor by Assignor and Assignee in this Agreement, and the agreements with Assignor:

- (a) Franchisor waives its right of first refusal under the Franchise Agreement and consents to the transfer by Assignor to Assignee, of all of Assignor's right, title, and interest in and to the Franchise Agreement.
- (b) Consent by Franchisor hereunder does not constitute an endorsement of the transaction between Assignor and Assignee. Any terms or conditions of the purchase and sale between Assignor and Assignee which may purport to bind Franchisor shall not be valid and binding on Franchisor unless agreed to by Franchisor in writing.

5. Indemnification.

Assignor and Assignee, for themselves, their successors, assigns, subsidiaries, divisions, and agents, and each of them, do hereby agree to indemnify and hold harmless Franchisor, its affiliates, divisions, successors, assigns, officers, directors, employees, agents, and area developers and each of them, against the following:

- (a) any and all liabilities, losses, damages, deficiencies, claims, costs, or expenses of any nature resulting, directly or indirectly, from the following: (i) any misrepresentations or breach of warranty or covenant on the part of Assignor or Assignee under this Agreement or otherwise; (ii) the non-fulfillment of any conditions under this Agreement or otherwise; and (iii) the transfer of the Franchise Agreement and the assets of the franchised business; and
- (b) any and all actions, suits (third party or otherwise), proceedings, investigations, demands, assessments, judgments, costs and expenses incident to the foregoing, including, but not limited to, reasonable legal and accounting fees.

6. Release by Assignor

- (a) Assignor on behalf of itself and any affiliates, officers, directors, heirs, executors, administrators, assigns, and successors in interest, does hereby fully release Franchisor and any affiliates, and the respective officers, directors, employees, agents, shareholders, assigns and successors in interest of any of them, in their corporate, individual, or other capacity, from any and all claims, liabilities, suits, or causes of action of whatever kind or nature, in law or equity, whether known or unknown, suspected or unsuspected, which Assignor now has, has had, or may hereafter claim to have, by reason of any matter, act, omission, cause or event whatsoever that has heretofore occurred.
- (b) Assignor expressly agrees and acknowledges that, in executing this release, it does not rely upon and has not relied upon any representations or statements by Franchisor. Assignor expressly acknowledges that, prior to executing this release, it has made such investigation as it deems necessary and has consulted with independent counsel and legal advisors of its own choosing in connection therewith and in connection with the rights it may be relinquishing as a result of the execution of this release.
- (c) Assignor expressly assumes the risk of any mistake of fact or law, which it may be under in connection with the execution of this release and any rights, which it may be relinquishing. Assignor expressly acknowledges that this release includes unknown or unsuspected claims and specifically waives any benefit of any statutory provisions, which may limit the scope of this release. Assignor understands and acknowledges the significance and consequence of this specific waiver of the provisions of any statutory protections and hereby assumes full responsibility for any damage, loss, or liability, which it may incur by reason of such waiver.
- (d) Assignor expressly acknowledges that the general release included within this document includes unknown or unsuspected claims and specifically waives the benefits of any statutory provisions that may limit the scope of such general release, including but not limited to Section 1542 of the California Civil Code, which provides:

“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.”

7. Release by Assignee

- (a) Assignee on behalf of itself and any affiliates, officers, directors, heirs, executors, administrators, assigns, and successors in interest, does hereby fully release Franchisor and any affiliates, and the respective officers, directors, employees, agents, shareholders, assigns and successors in interest of any of them, in their corporate, individual, or other capacity, from any and all claims, liabilities, suits, or causes of action of whatever kind or nature, in law or equity, whether known or unknown, suspected or unsuspected, which Assignee now has, has had, or may hereafter claim to have, by reason of any matter, act, omission, cause or event whatsoever that has heretofore occurred.
- (b) Assignee expressly agrees and acknowledges that, in executing this release, it does not rely upon and has not relied upon any representations or statements by Franchisor. Assignee expressly acknowledges that, prior to executing this release, it has made such investigation as it deems necessary and has consulted with independent counsel and legal advisors of its

own choosing in connection therewith and in connection with the rights it may be relinquishing as a result of the execution of this release.

- (c) Assignee expressly assumes the risk of any mistake of fact or law, which it may be under in connection with the execution of this release and any rights, which it may be relinquishing. Assignee expressly acknowledges that this release includes unknown or unsuspected claims and specifically waives any benefit of any statutory provisions, which may limit the scope of this release. Assignee understands and acknowledges the significance and consequence of this specific waiver of the provisions of any statutory protections and hereby assumes full responsibility for any damage, loss, or liability, which it may incur by reason of such waiver.

8. Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. Miscellaneous

- (a) Paragraph Headings; Pronouns. The paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof. Each pronoun used herein shall be deemed to include the singular or plural, masculine or feminine, in accordance with the defined terms to which the pronouns refer.
- (b) Entire Agreement. This Agreement, the attachments hereto and to documents referred to herein, constitute the entire agreement among the parties with respect to the subject matter hereof. No amendment shall be binding unless in writing and signed by the party against whom enforcement is sought.
- (c) Joint and Several. If Assignor or Assignee consist of more than one individual or entity, their liability under this Agreement shall be deemed to be joint and several.
- (d) Survival. All provisions of this Agreement, which by their terms or by reasonable implication are intended to survive the closing of this transaction shall survive it.
- (e) Non-Waiver. No waiver of any covenant or condition or the breach of any covenant or condition by any party shall constitute a waiver of any subsequent breach of such covenant or condition or authorize the breach or nonobservance of any covenant or condition by any party.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first and above written.

Attest:

ASSIGNOR: Insert Assignor Name

[Assistant] Secretary

By: _____
Name: Assignor Guarantor
Title: Assignor Title
Date Signed: _____

Witness:

ASSIGNOR'S GUARANTORS

Assignor Guarantor, an individual
Date Signed: _____

Attest:

ASSIGNEE: Insert Assignee Name

[Assistant] Secretary

By: _____
Name: Assignee Guarantor
Title: Assignee Title
Date Signed: _____

Witness:

ASSIGNEE'S GUARANTORS

Assignee Guarantor, an individual
Date Signed: _____

Witness:

PRECISION FRANCHISING LLC

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

EXHIBIT D

EXHIBIT D

**LIST OF PRECISION TUNE AUTO CARE
FRANCHISED CENTERS**

As of December 31, 2023

PRECISION TUNE AUTO CARE FRANCHISEE LIST
as of 12-31-2023

Center	Franchisee	Contact Name	Store Address	City	State	Zip	Phone
015-05	Corvino Automotive, Inc.	Corvino, Frank	11900 Wiles Rd.	Coral Springs	Florida	33076	954-753-0700
015-14	Adrian S Farinato	Farinato, Adrian	151 North State Road 7	Margate	Florida	33063	(954) 970-4996
015-28	Mobile Car Care LLC	Roger Sosa	1 Linton Blvd. Suite 1	Delray Beach	Florida	33444	(561) 278-7979
019-14	Strider, John K.	Strider, John K.	3809 Alta Mesa Blvd	Fort Worth	Texas	76133	(817) 294-9648
019-20	C&A Family Investments, LLC	Chase Crick	3021 South Cooper Street	Arlington	Texas	76015	(682) 320-8091
019-21	Crick, Chase	Crick, Chase	730 Meadowcreek Ln	Garland	Texas	75043	(214) 388-8203
021-03	Mercer Tune, Inc.	Grimaud, David	3240 Mercer University Dr	Macon	Georgia	31204	(478) 750-0916
021-04	Warner Tune, Inc.	Grimaud, David	1210 Watson Blvd	Warner Robins	Georgia	31093	(478) 923-6510
021-06	Albany Tune, Inc.	Grimaud, David	2534 Dawson Rd	Albany	Georgia	31707	(229) 431-0126
021-08	Dosta Tune, Inc.	Grimaud, David	1807 N Ashley St	Valdosta	Georgia	31602	(229) 242-0610
021-09	Gray Highway Tune, Inc.	Grimaud, David	909 Gray Highway	Macon	Georgia	31211-1855	(478)722-5771
021-10	Benning Tune, Inc.	Grimaud, David	4025 Victory Drive	Columbus	Georgia	31903	(706) 682-9670
021-11	Manchester, Tune, Inc.	Grimaud, David	1601 Manchester Expressway	Columbus	Georgia	31904	706-317-2800
021-12	280 Tune, Inc.	Grimaud, David	3607 US Highway 431 N	Phenix City	Alabama	36867	334-291-3373
021-13	Russell Tune, inc.	Grimaud, David	712 Russell Pkwy	Warner Robbins	Georgia	31088	(478) 302-5777
022-07	Arthur Tune, Inc.	Grimaud, David	5011 Twin City Highway	Port Arthur	Texas	77642	(409) 962-8600
022-08	5390 Tune, Inc.	Grimaud, David	5390 College Street	Beaumont	Texas	77707	409-840-9565
022-09	Dairy Ashford Tune, Inc.	Grimaud, David	2620 South Dairy Ashford Rd	Houston	Texas	77082	(281) 556-8863
022-10	2210 Tune, Inc	Grimaud, David	15750 FM 529	Houston	Texas	77095	(346) 978-5226
022-11	Leon & Davila Enterprises Inc.	Yomil Leon-Ortiz and Hilda Vanessa Davila	Non-operational	Houston	Texas		
022-12	2212 Tune, Inc.	Grimaud, David	19421 Kuykendahl Rd	Spring	Texas	77379	(832) 843-3486
024-07	Walton Tune, Inc.	Grimaud, David	635 Eglin Pkwy NE	Ft. Walton Beach	Florida	32547	(850) 864-1100
024-10	Nine Mile Tune, Inc.	Grimaud, David	35 E Nine Mile Rd	Pensacola	Florida	32534	(850) 477-7228
024-15	Miss Tune, Inc.	Grimaud, David	2334 Highway 45 North	Columbus	Mississippi	39705	(662) 241-4455
024-16	Doetune, Daphne, Llc	O'Neil, John (jake)	1106 US Hwy 98	Daphne	Alabama	36526	(251) 621-1414
024-19	2419 Tune, Inc.	Grimaud, David	3172 Gulf Breeze Parkway	Gulf Breeze	Florida	32563	(850) 932-3242
024-20	Panama Tune, Inc.	Grimaud, David	1214 Airport Road	Panama City	Florida	32405	(850) 767-0444
024-21	Crest Tune, Inc.	Grimaud, David	1200 S. Ferdon Blvd., Bldg. 7	Crestview	Florida	32536	(850) 689-1415
024-22	Hillcrest Tune, Inc.	Grimaud, David	1230 Hillcrest Road	Mobile	Alabama	36695	(251) 607-9997
024-23	Gulfport Tune, Inc.	Grimaud, David	2510 25th Ave	Gulfport	Mississippi	39501	(228) 575-3484
024-25	Ninth Avenue Tune, Inc.	Grimaud, David	622 North 9th Avenue	Pensacola	Florida	32504	(850) 475-0946
024-26	Government Tune, Inc.	Grimaud, David	2852 Government Blvd.	Mobile	Alabama	36606	(251) 476-2409
024-27	Navy Tune, Inc.	Grimaud, David	636 North Navy Tune Blvd.	Pensacola	Florida	32507	850-696-2975
024-28	Gulfport Tune, Inc.	Grimaud, David	7430 Lem Turner Rd	Jacksonville	Florida	32208	904379-9259
024-29	2429 Tune, Inc.	Grimaud, David	3812 N. Monroe St	Tallahassee	Florida	32303	(850) 765-8218
024-30	2430 Tune, Inc.	David Grimaud	2901 Bienville Blvd.	Ocean Springs	Mississippi	39564	(228) 334-5040
025-20	Marcel F Fulton	Fulton, Marcel	3839 Alexandria Mall Dr	Alexandria	Louisiana	71301	(318) 443-3006
025-21	P/c Tune, Inc.	Hartman, Paul A	3224 Ryan St	Lake Charles	Louisiana	70601	(337) 436-2128
025-28	2528 Tune, Inc	Grimaud, David	2843 S Sherwood Forest Blvd	Baton Rouge	Louisiana	70816	(225) 293-2886
025-31	2531 Tune Inc.	David Grimaud	Non Operational	Bton Rouge	Louisiana		

PRECISION TUNE AUTO CARE FRANCHISEE LIST
as of 12-31-2023

028-02	Auto Renew JFK Little Rock LLC	Josh Cate and Billy Garrett	4630 John F. Kennedy Blvd.	North Little Rock	Arkansas	72116	(501) 954-8586
028-03	Thompson Auto Group LLC	Tim & Renee Thompson	5700 Charlotte Pike	Nashville	Tennessee	37209	(615) 352-8863
028-06	Auto Renew North LLC	Josh Cate and Billy Garrett	4710 North Broadway	Knoxville	Tennessee	37918	(865) 688-7470
028-11	Auto Renew West LLC	Josh Cate and Billy Garrett	5715 Kingston Pike	Knoxville	Tennessee	37919	(865) 584-0757
028-12	Auto Renew JFK Little Rock LLC	Josh Cate and Billy Garrett	11301 West Markham Street	Little Rock	Arkansas	72211	(501) 221-7151
028-15	NPT, Inc.	Paul Kenny	2251 Murfreesboro Pike	Nashville	Tennessee	37217	(615) 399-8863
028-16	Auto Renew Farragut LLC	Josh Cate and Billy Garrett	10740 Kingston Pike	Knoxville	Tennessee	37934	(865) 777-0014
028-17	Nava Management, Inc.	Mr. Javer, Vinod	2125 Gunbarrel Rd	Chattanooga	Tennessee	37421	(423) 892-0665
028-26	Gearheadz, LLC	Brian Denning, Lance Johnson	4221 Hixson Pike	Chattanooga	Tennessee	37415	(423) 305-0143
029-14	Shilling Enterprises 29-14 LLC	Jason Shilling; Tony Dimitri	8810 N. IH 35	Jarrell	Texas	76537	(512) 713-9356
029-19	J&D Shilling Enterprises, LLC	Jason & Don Shilling	1413 W William Cannon	Austin	Texas	78745	(512) 440-7077
029-22	S.p.j., Inc.	Evans, Kristl	1305 W Central Texas Expressway	Killeen	Texas	76541	(254) 634-8228
029-28	J T Motor Sports, Inc.	Tanner, Jeffrey	4212 Bosque Blvd	Waco	Texas	76711	(254) 776-2484
029-29	Keith Katch & Cindy Katch	Katch, Keith	4703 N Navarro St	Victoria	Texas	77904	(361) 576-3447
029-32	Evans, Kristl	Evans, Kristl	4707 S 31st St.	Temple	Texas	76502	254-791-8228
029-33	Shilling, Jason	Shilling, Jason	2308 W Pecan St	Pflugerville	Texas	78660	(512) 990-3836
029-34	Fernando Saldana & Abigay Saldana	Saldana, Fernando	2137 Garrison	Eagle Pass	Texas	78852	(830) 758-0701
029-38	E-7 Enterprises,, Ltd.	Ms. Evans, Kristl	160 W Highway 190	Copperas Cove	Texas	76522	(254) 518-8229
029-41	Shilling Enterprises 29-41, LLC	Shilling, Jason	2201 N. Bell Boulevard	Cedar Park	Texas	78613	(512) 528-1165
029-42	Centex Tune Up LLC	Kristl Evans	1305 W. Central Texas Expswy	Killeen	Texas	76541	(254) 634-8228
030-02	Winnie & Sam, Inc.	Gleason, Timothy	5353 France Ave S	Minneapolis	Minnesota	55410	612-927-7620
030-07	First Start Auto, Inc.	Vennie, Jason	360 S Snelling Ave	St Paul	Minnesota	55105	(651) 690-2740
030-14	Winnie & Sam, Inc.	Gleason, Timothy	3232 E Lake St	Minneapolis	Minnesota	55406	(612) 721-3303
030-22	Engine Pulse, Inc.	Domagala, Jeffery	15600 34th Ave. N.	Plymouth	Minnesota	55447	(763) 559-1149
030-23	Harbo, Inc.	Einhorn, Mark	5600 Winnetka Ave N	New Hope	Minnesota	55428	763-533-3903
030-34	Mattson, Andrew	Mattson, Andrew	18850 Dodge St NW	Elk River	Minnesota	55330	(763) 274-2601
030-39	R & K Automotive, Inc.	Rolland Johnston	896 County Road 10 NE	Spring Lake Park	Minnesota	554234	(763) 784-1405
030-40	Integrity Automotive, Llc	Selbitschka, Paul	7910 Lake Drive	Lino Lakes	Minnesota	55014	651-784-1100
031-04	Duckworth Inc	Charles & Karen Duckworth	11301 E 23rd St	Independence	Missouri	64050	816-252-1125
031-16	Duckworth, Inc.	Charles and Karen Duckworth	6040 Nieman Road	Shawnee	Kansas	66203	(913) 631-3714
033-17	Bow Tune, Inc.	Grimaud, David	4202 W 5415 South	Kearns	Utah	84118	801-957-1700
033-18	B G Tune, Inc.	Grimaud, David	5851 S. State Street	Murray	Utah	84107	(801) 747-0145
033-19	Salt Lake Tune, Inc.	Grimaud, David	2547 S. State Street	Salt Lake City	Utah	84155	801-935-4454
039-11	Sempiternal LLC	Carlos Rosas	8879 S Eastern Ave.	Las Vegas	NV	89123	(702) 364-8326
041-38	Sno-tune Corp.	Stephenson, Scott	9113 State Ave.	Marysville	Washington	98270	360-653-1650
041-46	DMS Automotive, Llc	Landis, Travis	420 SW Everett Mall Way	Everett	Washington	98204	425-290-8855
043-38	J&N auto service LLC	Johathan and Noelia Castillo	16448 Brandy Road	Culpeper	Virginia	22701	(540) 825-7109
043-35	Zachery Samples and Jimmy Barefoot		7010 Emancipation Hwy	N. Chesterfield	Virginia	23237	(804) 642-5829
048-07	Mingo Tune, Inc.	Grimaud, Greg	9709 East 51st Street	Tulsa	Oklahoma	74146	918-610-8863
048-08	Crabtree Enterprises, Inc.	Mr. Crabtree, Max D.	2101 South Thompson Street	Springdale	Arkansas	72764-6331	479-750-2100
048-09	Memorial Tune, Inc.	Grimaud, Greg	1916 South Memorial Drive	Tulsa	Oklahoma	74112	918-627-8338

PRECISION TUNE AUTO CARE FRANCHISEE LIST
as of 12-31-2023

050-01	Pete Severinson & Bobby Jackson	Severinsen, Jr., Peter H.	10604 Reisterstown Rd	Owings Mills	Maryland	21117	410-356-9700
050-03	Mohsan Nazir	Mohsan Nazir	5529 Belair Road	Baltimore	Maryland	21206	(410) 483-3222
050-04	R&W Automotive LLP	Rusty Contreras/Wayde Rendelman	8000 Pulaski Highway	Rosedale	Maryland	21237	(410) 391-5300
050-11	Usman Nazir	Usman Nazir	1992 West Street	Annapolis	Maryland	21401	(410) 266-5102
050-12	R&W Automotive LLP	William Chaney	10515 York Rd #19	Hunt Valley	Maryland	21030-2301	410-628-0060
050-13	Maryland State Services, LLC	Chris Neidimire	8701 Liberty Road	Randallstown	Maryland	21133	(410) 655-5151
050-17	R&W Automotive LLP	Rusty Contreras/Wayde Rendelman	1812 Pulaski Highway	Edgewood	Maryland	21040	(410) 679-9340
050-19	Chain-Link Automotive, Inc.	William Chaney	409 Ritchie Hwy	Severna Park	Maryland	21146	(410) 544-2713
050-22	DCS Operations, Inc.	Long, Richard	8813 Belair Rd	Perry Hall	Maryland	21236	(410) 529-9340
050-26	Lexington Park Auto Repair Inc.	William Chaney	22440 Three Notch Rd	Lexington Park	Maryland	20653	(301) 863-3800
050-27	Wiljacks Automotive Services Inc.	William Chaney	5700 York Road	Baltimore	Maryland	21212	(410) 435-9100
050-30	MJMP, LLC	Murray, Michelle	101 East Sunset Ave.	Williamsport	Maryland	21795	301-223-6277
055-01	Precision Franchising, Inc.	Allbert, Jason	119 Small Pines Dr.	Garner	North Carolina	27603	(919) 661-1868
055-02	Precision Franchising, Inc.	Allbert, Jason	4808 Atlantic Ave	Raleigh	North Carolina	27604	(919) 872-8880
055-03	Automotive Unlimited, Inc.	Hartwell, Martin	2105 E. Hwy 54	Durham	North Carolina	27713	(919) 544-9600
055-04	Precision Franchising, Inc.	Allbert, Jason	3910 Chapel Hill Blvd.	Durham	North Carolina	27707	(919) 493-0880
055-05	Precision Franchising, Inc.	Allbert, Jason	3944-101 New Bern Ave.	Raleigh	North Carolina	27610	(919) 231-8863
055-06	Precision Franchising, Inc.	Allbert, Jason	1318 College Rd.	Wilmington	North Carolina	28403	(910) 392-5353
055-07	Precision Franchising, Inc.	Allbert, Jason	5615 Hillsborough St.	Raleigh	North Carolina	27606	(919) 851-0078
055-08	Precision Franchising, Inc.	Allbert, Jason	2304 S Church Street	Burlington	North Carolina	27215	(336) 226-0345
055-09	Precision Franchising, Inc.	Allbert, Jason	465 Western Blvd.	Jacksonville	North Carolina	28540	(910) 455-8863
055-10	Precision Franchising, Inc.	Allbert, Jason	302 North Spence Ave.	Goldsboro	North Carolina	27530	(919) 751-1993
055-11	Precision Franchising, Inc.	Allbert, Jason	124 S.E. Greenville Blvd.	Greenville	North Carolina	27843	(252) 756-2800
055-13	Precision Franchising, Inc.	Allbert, Jason	1200 N. Wesleyan Blvd.	Rocky Mount	North Carolina	27804	(252) 977-1300
055-14	Precision Franchising, Inc.	Allbert, Jason	421 Colonades Way	Cary	North Carolina	27511	(919) 233-5302
055-15	Precision Franchising, Inc.	Allbert, Jason	9009 Baileywick Rd Ste 101	Raleigh	North Carolina	27615	(919) 518-8464
055-16	Precision Franchising, Inc.	Allbert, Jason	2915 Raleigh Road Parkway, W.	Wilson	North Carolina	27896	(252)234-7239
055-17	Precision Franchising, Inc.	Allbert, Jason	3405 Rogers Road	Wake Forest	North Carolina	27587	(919) 556-1410
055-18	Precision Franchising, Inc.	Allbert, Jason	100 Lattner Court	Morrisville	North Carolina	27560	(919)234-6557
055-19	Precision Franchising, Inc.	Allbert, Jason	5280 N. Roxboro Street	Durham	North Carolina	27712	(984) 219-1974
056-04	Valley Tune Inc.	Grimaud, David	312 Valley Ave	Birmingham	Alabama	35209	205-945-8863
056-05	Decatur Tune, Inc.	Grimaud, David	2334 6th Ave SE	Decatur	Alabama	35601	(256) 350-8400
056-08	Iron City Tire & Auto LLC	Cherry, Brent	2417 Center Point Pkwy	Birmingham	Alabama	35215	(205) 854-5005
056-11	Forest Tune, Inc.	Grimaud, David	2040 Forestdale Blvd.	Birmingham	Alabama	35214	(205) 798-4009
056-16	Tiger Tune, Inc.	Grimaud, David	1381 First Street North	Alabaster	Alabama	35007	205-358-7783
056-17	Hilltop Tune, Inc.	David Grimaud	Non-operational	Pelham	Alabama		
056-18	Opi Tune, Inc.	Grimaud, David	3798 Pepperell Pkwy	Opelika	Alabama	36801	334-745-6790
057-01	Gregory G. & Susan R. Grimaud & Joseph A. & Gladys F. Grimaud	Grimaud, Greg	2324 N. Meridian	Oklahoma City	Oklahoma	73107	(405) 943-2323
057-02	Edmond Tune, Inc.	Grimaud, Greg	12 West 33rd St.	Edmond	Oklahoma	73013	405-478-8863
057-03	May Tune, Inc.	Grimaud, Greg	6600 North May Avenue	Oklahoma City	Oklahoma	73116	(405) 607-6646
057-04	Magnum Automotive, Inc.	Moore, Glen	8000 South Western Ave.	Oklahoma City	Oklahoma	73139	(405) 634-0001

PRECISION TUNE AUTO CARE FRANCHISEE LIST
as of 12-31-2023

057-05	Rockwell Tune, Inc.	Boswell, Prentiss	10820 North Rockwell	Oklahoma City	Oklahoma	73162	(405) 722-5693
057-06	Dunamis Group, LLC	Marty & Valerie Minor	722 Garth Brooks Boulevard	Yukon	Oklahoma	73099	405-354-8000
057-07	Mid Tune, Inc.	Grimaud, Greg	6930 E Reno Ave	Midwest City	Oklahoma	73110	(405) 610-6863
059-01	Precision Franchising, Inc.	Allbert, Jason	3104 Raeford Rd.	Fayetteville	North Carolina	28303	(910) 483-8863
059-02	Precision Franchising, Inc.	Allbert, Jason	10515-B Centrum Parkway	Pineville	North Carolina	28134	(704) 759-0393
059-03	Precision Franchising, Inc.	Allbert, Jason	4909 South Blvd	Charlotte	North Carolina	28217	(704) 527-2841
059-04	Precision Franchising, Inc.	Allbert, Jason	5101 Albemarle Rd	Charlotte	North Carolina	28205	(704) 536-8863
059-05	Precision Franchising, Inc.	Allbert, Jason	1505 E. Franklin Blvd.	Gastonia	North Carolina	28054	(704) 867-2467
059-06	Precision Franchising, Inc.	Allbert, Jason	7928 N. Tryon St.	Charlotte	North Carolina	28262	(704) 510-1588
059-11	Precision Franchising, Inc.	Allbert, Jason	2349 Randelman Rd.	Greensboro	North Carolina	27406	(336) 379-8863
059-12	Precision Franchising, Inc.	Allbert, Jason	1967 Hwy 70 SE	Hickory	North Carolina	28602	8283245151
059-13	Precision Franchising, Inc.	Allbert, Jason	252 Concord Parkway South S. Concord Shopping Parkade	Concord	North Carolina	28027	(704) 788-7000
059-14	Precision Franchising, Inc.	Allbert, Jason	3730A Battleground Blvd.	Greensboro	North Carolina	27410	(336) 288-8863
059-17	Precision Franchising, Inc.	Allbert, Jason	5215 W. Market St.	Greensboro	North Carolina	27409	(336) 855-8863
059-18	Precision Franchising, Inc.	Allbert, Jason	1529 Peter's Creek Pkwy.	Winston-Salem	North Carolina	27103	(336) 748-8182
059-19	Precision Franchising, Inc.	Allbert, Jason	2620 S Main St	High Point	North Carolina	27264	(336) 883-8863
059-20	Precision Franchising, Inc.	Allbert, Jason	4105 Precision Way	High Point	North Carolina	27265	(336) 841-7682
059-22	Precision Franchising, Inc.	Allbert, Jason	312 West Plaza Drive	Mooresville	North Carolina	28117	704-799-0874
064-01	6401 Tune, Inc.	Grimaud, David	6900 Garners Ferry Rd	Columbia	South Carolina	29209	(803) 776-2593
064-03	MEB Enterprises, LLC	Beck, Mark	487 St Andrews Blvd	Charleston	South Carolina	29407	843-763-0267
064-05	6405 Tune, Inc.	Grimaud, David	1923 Broad River Rd.	Columbia	South Carolina	29210	(803) 798-2902
064-06	6406 Tune, Inc.	Grimaud, David	7454 Two Notch Rd	Columbia	South Carolina	29223	(803) 788-9067
064-09	Meb Enterprises, Llc	Beck, Mark	1570 Old Trolley Road	Summerville	South Carolina	29485	843-821-3301
064-13	Rock Hill Protection Services, Llc	Johanson, Keith	2500 N. Cherry Rd.	Rock Hill	South Carolina	29730	(803) 366-5151
064-14	WTF, Inc.	Mr. Cox, Freddie	615 Pamplico Highway	Florence	South Carolina	29505	843-667-9365
064-15	6415 Tune, Inc.	Grimaud, David	1098 Broad St	Sumter	South Carolina	29150	(803) 778-5426
064-16	Biltmore Tune, Inc.	Willingham, Dennis	851 Spartanburg Hwy.	Hendersonville	North Carolina	28792	(828) 697-1162
064-17	6417 Tune, Inc.	Grimaud, David	150 Rodeo Drive	Myrtle Beach	South Carolina	29579	(843) 236-3889
064-18	Biltmore Tune, Inc.	Willingham, Dennis	6 Bryson Ave	Asheville	North Carolina	28803	(828) 254-8863
064-19	6419 Tune, Inc.	Grimaud, David	1118 Knox Abbott Dr	Cayce	South Carolina	29033	(803) 739-4368
064-21	6421 Tune, Inc	Grimaud, David	1703 Hwy 17 North	Mt. Pleasant	South Carolina	29464	(843) 849-8050
064-26	Dennis C Willingham	Willingham, Dennis	1705 W State of Franklin Rd	Johnson City	Tennessee	37604	(423) 926-9500
064-27	Lexi Tune, Inc.	Grimaud, David	1162 Lake Murray Blvd.	Irmo	South Carolina	29063	(803) 749-2790
064-28	Greenwood Tune, Inc.	Grimaud, David	405 Bypass 72 NW	Greenwood	South Carolina	29646	(864) 229-0404
064-34	Harbi Tune, Inc.	Grimaud, David	1465 N. Pleasantburg Drive	Greenville	South Carolina	29067	864-261-8863
064-35	Clemson Road Tune, Inc.	David Grimaud	Non-Operational				
064-36	Woodruff Road Tune, Inc.	Grimaud, David	1629 Woodruff Road	Greenville	South Carolina	29607	(864) 676-9916
064-37	Spartan Tune, Inc.	Grimaud, David	799 North Pine Street	Spartanburg	South Carolina	29303	
064-38	6438 Tune, Inc.	Grimaud, David	603-B Columbia Avenue	Lexington	South Carolina	29072	(803) 356-8433
064-39	6439 Tune, Inc.	Grimaud, David	1854 E. Main St.,	Spartanburg	South Carolina	29307	(864) 586-1717
072-24	Hyun Jung And Chang Jung	Jung, Chang	6311-A Coventry Way	Clinton	Maryland	20735	(301) 856-0790

PRECISION TUNE AUTO CARE FRANCHISEE LIST
as of 12-31-2023

072-28	Team D&T Investments LLC	Hines	10817 Baltimore Blvd.	Beltsville	Maryland	20705	(301) 595-5200
072-40	Jonathan Castillo	Jonathan Castillo	8405 Centerville Rd	Manassas Park	VA	20222	(703) 330-5353
072-49	J.A.T.E., LLC	Mario Warren & Sindi Romero	4406 N.W. Crain Highway	Bowie	Maryland	20716	(301) 262-0591
093-07	For His Glory Automotive II, LLC	Bobby Jackson, Pete Severinson	55 Eisenhower Dr.	Hanover	PA	17331	(717) 630-2397
100-10	AKG Auto 2 LLC	Kumar Giri	8113 West 8 Mile Road	Detroit	Michigan	4821	(313) 863-0511
100-20	AKG Auto LLC	Kumar Giri	702 N. Main Street	Royal Oak	Michigan	48067	(248) 545-5040
107-03	V.I.P. Garage, Inc.	Amit Patel	4196 Buford Hwy NE	Atlanta	Georgia	30345	(404) 634-1006
107-04	Unibloco Enterprises	Tony Dutra	1775 - A - Cobb Parkway, Rt. 41	Marietta	Georgia	30060	(770) 953-8953
107-05	Hydrus Enterprises, Inc.	Liu, Nancy	5625 Bells Ferry Rd	Acworth	Georgia	30102	(770) 435-9815
107-09	Park Ent LLC	Anita Panjawani	5103 Jimmy Carter Blvd.	Norcross	Georgia	30093	770-416-0440
107-11	Lawrence Tune, Inc.	Pittman, Bill	350 West Pike St.	Lawrenceville	Georgia	30245	(770) 962-0071
107-14	Tune Up Atlanta, Inc.	Grimaud, David	2145 Lawrenceville Hwy	Decatur	Georgia	30033	(404) 325-8863
107-18	Lyra Auto Service LLC	Nancy Liu and Gary Hu	3535 Satellite Blvd	Duluth	Georgia	30136	(770) 476-1078
107-19	Forest Tune, Inc.	Grimaud, David	4772 Jonesboro Rd.	Forest Park	Georgia	30297	(404) 361-1383
107-21	Southern Tune & Lube Inc.	Smith, Warren	1200 Veterans Memorial Parkway	Mableton	Georgia	30126	(770) 948-6655
107-25	Cheshire Tune, Inc.	Anita Panjwani	2306 Cheshire Bridge Rd.	Atlanta	Georgia	30324	(404) 633-9443
107-26	10726 Tune, Inc.	Grimaud, David	1485 Northcliff Trace	Gainesville	Georgia	30501	(770) 287-0780
107-28	Atura, Inc.	Sturhman, Henry	6800 Londonberry Way	Union City	Georgia	30291	770-969-4656
107-29	Two Scott Enterprises, Inc	Smith, Scott	5837 Stewart Pkwy	Douglasville	Georgia	30135	(770) 942-1991
107-35	Minix Enterprises, Inc.	Minix, Steve	130 Jefferson St.	Newnan	Georgia	30263	(770) 252-4755
107-36	10736 Tune LLC	Grimaud, David	416 Pleasant Hill Rd.	Lilburn	Georgia	30047	(770) 279-7900
107-37	Leroux, Macdonald And Smith, Inc.	Mr. Macdonald, Scott	799 Sandy Plains Rd.	Marietta	Georgia	30066	(770) 794-9994
107-40	10740 Tune, Inc.	David Grimaud	3555 Stone Mountain Highway	Snellville	Georgia	30078	(770) 985-6100
107-41	Rivertune, Inc.	Evans, Bennie	6941 Hwy 85, Unit B & C	Riverdale	Georgia	30224	770-907-1299
107-43	Conyers Tune, Inc.	Chas Moore	1711 Highway 138 SE	Conyers	Georgia	30094	(678)472-1149
107-45	McDonough, Tune, Inc.	Grimaud, David	273 Jonesboro Road	McDonough	Georgia	30253	(770) 302-0091
107-46	Atlatune, Inc.	Grimaud, David	2740 Wesley Chapel Road	Decatur	Georgia	30034	(404) 565-2453
107-47	Carlene LLC	Mark Maxey	2205 W. Broad St	Athens	Georgia	30606	(706) 353-8863
107-48	10748 Tune, Inc	Grimaud, David	714 Veterans Parkway	Jonesboro	Georgia	30238	(770) 603-9197
107-49	Levans Solutions LLC	Benny Evans	Non-Operational	Stockbridge	Georgia	30281	(770) 335-4762
109-04	Victory Tune, Inc.	Kelly Frick	2012 East Victory Drive	Savannah	Georgia	31404	(912) 238-4030
155-21	G. Mawla, Inc.	Anttanious, Zack	4236 Monterey Rd, #D and #E	San Jose	California	95111	408-224-8950
155-23	G. Mawla, Inc.	Anttanious, Zack	2295 Story Rd.	San Jose	California	95122	408-923-8400
155-47	E.G. Moraes Services Inc.	Geraldo Moraes	1630 S. Main Street	Milpitas	California	95035	(408) 582-0120
155-48	Bassi Corporation	Singh, Kuldip	1805 El Camino Real	Santa Clara	California	95050	(408) 246-9554
170-02	E & E Businesses, Llc	Pulley, Eddie	1652 Gordon Hwy.	Augusta	Georgia	30906	706-796-8863
170-03	E & E Businesses, Llc	Pulley, Eddie	3224 Wrightboro Road	Augusta	Georgia	30909	706-733-7722
170-05	E & E Businesses, Llc	Pulley, Eddie	601 E Martintown Rd	North Augusta	South Carolina	29841	803-441-8863
170-06	The Precision Group, Inc.	Woltz, Edward	143 E Pine Log Rd	Aiken	South Carolina	29803	(803) 643-8863
230-07	Dowlat, Inc.	Sarangi, Karim	1191 E. Main St.	El Cajon	California	92021	(619) 441-8888
230-26	Wright, Nigel	Wright, Nigel	40648 California Oaks Road	Murrieta	California	92562	951-696-0494
270-06	T & S Holdings, Inc.	Todd Evans	4828 Bridgeport Way West	University Place	Washington	98467	(253) 564-7428

PRECISION TUNE AUTO CARE FRANCHISEE LIST
as of 12-31-2023

270-27	Omkar, LLC	Ronak Patel, Hardikkumar Joshi, Daya Babariya	4802 Point Fosdick Dr NW	Gig Harbor	Washington	98335	(253) 851-7101
270-56	Waleed Alghzali	Waleed Alghzali	14926 Pacific Avenue, S	Parkland	WA	98444	(253) 531-5881

EXHIBIT E

List of Former Franchisees

**Undeveloped Licenses
(Non-Operational)
As of December 31, 2023**

Texas

Leon & Davila Enterprises Inc.

19611 Raccoon Hollow Way
Cypress, TX 77433

22-12

BKT Auto, LLC

28707 Delmar Terrace Drive
Spring, TX 77386

22-13

**LIST OF PRECISION TUNE AUTO CARE
FRANCHISES**

**UNDEVELOPED LICENSES
(NON-OPERATIONAL)
As of December 31, 2023**

**PRECISION TUNE AUTO CARE
LIST OF FORMER FRANCHISEES**

FY December 31, 2023

Arkansas

Kabt Financial Inc
607 Macy Lane
Beebe, Arkansas 72012-2145
(501) 590-2823
28-02 abandoned
1/10/23

California

Rainbow Business Solutions, Inc.
1630 S. Main Street
Milpitas, CA 95035
(408) 857-1795
155-47 Transfer
3/27/23

Georgia

Lyra Auto Service LLC
916 Fox Hollow Way
Marietta, GA 30068
(404) 819-3665
107-18 Transfer
8/7/23

HYDRUS ENTERPRISES, INC.

916 Fox Hollow Way
Marietta, GA 30068
(404) 819-3665
107-05- Transfer
10/30/23

Tennessee

VNAA MGMT INC.
2125 Gunbarrel Road
Chattanooga, TN 37421
423-400-0267
28-17 – Transfer
10/9/2023

Washington

T&S Holdings Inc.
4828 Bridgeport Way West
University Place, WA 98467
270-06 Abandoned
8/8/2023

EXHIBIT F

Franchisee Organizations We Have Created, Sponsored or Endorsed

None

EXHIBIT G

Independent Franchisee Associations

None