

F-6130

STATE OF MINNESOTA  
DEPARTMENT OF COMMERCE  
REGISTRATION DIVISION  
(651) 296-6328

IN THE MATTER OF THE REGISTRATION OF:  
MIDAS/SPEEDEE SHOP FRANCHISE AGREEMENT  
By MIDAS INTERNATIONAL CORPORATION SPEEDEE WORLDWIDE

ORDER AMENDING  
REGISTRATION

WHEREAS, an application to amend the registration and amendment fee have been filed,

IT IS HEREBY ORDERED that the registration dated April 3, 2009, is amended as of the date set forth below.



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MIKE ROTHMAN  
Commissioner  
Department of Commerce  
85 7th Place East, Suite 500  
St Paul, MN 55101

Date: July 19, 2012

UNIFORM FRANCHISE REGISTRATION APPLICATION

State of Minnesota  
Dept. of Commerce  
JUL 18 '2012  
Rec'd \$ 100

File No.: F-6130  
(Insert file number of immediately preceding filing of Applicant)

State: Minnesota

Fee: \$100.00

APPLICATION FOR (Check only one):

INITIAL REGISTRATION OF AN OFFER AND SALE OF FRANCHISES

RENEWAL APPLICATION OR ANNUAL REPORT

PRE-EFFECTIVE AMENDMENT

POST-EFFECTIVE MATERIAL AMENDMENT

1. Full legal name of Franchisor:  
Midas International Corporation, SpecDee Worldwide Corporation

2. Name of the franchise offering:  
Midas/SpceDcc Shop

3. Franchisor's principal business address:  
1300 Arlington Heights Road  
Itasca, Illinois 60143

TAKE OUT  
A/R ERROR  
*[Signature]*

4. Name and address of Franchisor's agent in the  
Commissioner of Commerce  
Department of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, Minnesota 55101

vice of process:

5. The states in which this application is or will be shortly on file:  
California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, South Dakota, Virginia, Washington, and Wisconsin.

6. Name, address, telephone, and facsimile numbers, and e-mail address of person to whom communications regarding this application should be directed:

Brian Maciak  
Senior Vice President & General Counsel  
4300 TBC Way  
Palm Beach Gardens, Florida 33410  
Telephone: (561) 383-3000  
Fax: (800) 867-0385  
Email: bmaciak@tbccorp.com

7-19-12  
AMC  
4-3-09



July 17, 2012

**VIA FEDERAL EXPRESS**

Mr. Daniel Sexton  
Commerce Analyst – Supervisor  
Market Assurance Division  
Minnesota Department of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, Minnesota 55101

**Re: Post-Effective Amendment for Midas International Corporation/Speedee  
Worldwide Corporation (the “Companies”)  
File No.: F-6130**

Dear Mr. Sexton:

Please be advised that the Companies are promptly notifying the State of changes contained in its Franchise Disclosure Document (“FDD”) for the Midas/Speedee Shop franchise. In connection with a post-effective amendment filing, enclosed please find the following materials for your review:

1. Uniform Franchise Registration Application;
2. One (1) copy of the black-lined amended pages of the FDD showing changes from the FDD dated March 28, 2012, as amended May 23, 2012;
3. Additional Franchise Seller Disclosure Forms; and
4. A check in the amount of \$100.00 to cover the applicable filing fee.

Please be advised that the Companies’ principal place of business has changed to: 4300 TBC Way, Palm Beach Gardens, Florida 33410 and its phone number is (561) 383-3000. Please direct all future correspondence regarding the Companies’ registration to Brian Maciak, Senior Vice President & General Counsel. He can be reached at this address and phone number, [bmaciak@tbccorp.com](mailto:bmaciak@tbccorp.com) and facsimile (800) 867-0385.

Also, in connection with the acquisition of the Companies by TBC Corporation, the Companies’ fiscal year end has been changed to March 31, effective March 31, 2013. As such, the Companies kindly requests an extension of the current annual registration until June 30, 2013 so that the FDD can be updated with the 2012 fiscal year end information (including the 2012 FYE audited statements of TBC Corporation) consistent with their obligations under the federal franchise law and in coordination with their other state franchise registrations. The Companies do not want to be “out of registration” even for a short time. Please confirm if this will be acceptable.

Consistent with the North American Securities Administrators Association 2008 Franchise Registration and Disclosure Guidelines, we also have enclosed a CD-ROM of these materials. We represent that all information contained in the electronic file is identical to the paper documents.

Very truly yours,

MIDAS INTERNATIONAL CORPORATION

A handwritten signature in cursive script, appearing to read "Audrey Z. Waltenburg".

Audrey Z. Waltenburg  
Assistant General Counsel

Enclosures

cc: B. Maciak (w/out encl.)

Form A (cont'd) – Uniform Franchise Registration Application

Certification

I certify and swear under penalty of law that I have read and know the contents of this application, including the Franchise Disclosure Document with an issuance date of March 28, 2012, as amended July 17, 2012, attached as an exhibit, and that all material facts stated in all those documents are accurate and those documents do not contain any material omissions. I further certify that I am duly authorized to make this certification on behalf of the Franchisor and that I do so upon my personal knowledge.

Signed at Juno Beach, FL on July 13, 2012.

Palm Beach County

Franchisors:

MIDAS INTERNATIONAL CORPORATION

By: [Signature]  
Michael J. Gould  
Senior Vice President and Chief Operating Officer

Signed at Juno Beach, FL, Florida on July 13, 2012.

Palm Beach County

SPEEDEE WORLDWIDE CORPORATION

By: [Signature]  
J. Lynn Parker  
Senior Vice President and Chief Operating Officer

STATE OF Florida )  
 ) SS.  
COUNTY OF Palm Beach )

On July 13, 2012, before me, Sara Seyller, personally appeared Michael J. Gould, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(NOTARIAL SEAL)



Mary Alice Wyatt  
Notary Public  
My Commission Expires: March 18, 2014

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Palm Beach )

On July 13, 2012, before me, Mary Alice Wyatt, personally appeared J. Lynn Parker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(NOTARIA



Mary Alice Wyatt  
Notary Public  
My Commission Expires: 5/7/16

## FRANCHISE DISCLOSURE DOCUMENT

MIDAS INTERNATIONAL CORPORATION, a Delaware corporation  
SPEEDEE WORLDWIDE CORPORATION, a Delaware corporation  
4300 TBC Way, Palm Beach Gardens, Florida 33410  
~~(561) 383-1300-Arlington-Heights-Road, Itasca, Illinois 60143~~  
~~(630) 438-3000~~

www.midas.com    www.speedeeoil.com    www.midasspeedee.com  
midasfranchise@midas.com



The franchise is to operate an automotive maintenance and service center that sells and installs at retail motor vehicle exhaust systems, brake components, suspension parts, heating and cooling system parts, tires and batteries and other motor vehicle parts, performs services in connection with these sales as well as offers oil changes, tune-ups and related automotive care services and performs general and scheduled vehicle maintenance services and is identified by the tradename "Midas/Speedee".

The total investment necessary to begin operation of a new Midas/Speedee Shop franchise ranges from \$322,970 to \$495,070, exclusive of the purchase of any real estate or the cost of building and leasehold improvements. This includes,~~including~~ up to \$351,900 that may be paid to the franchisors or their affiliates. The total investment necessary to convert an operating Midas Shop to a Midas/Speedee Shop franchise ranges from \$21,940 to \$132,170. This includes,~~including~~ up to \$118,750 that may be paid to the franchisors or their affiliates. The total investment necessary to convert an operating Speedee Shop to a Midas/Speedee Shop franchise ranges from \$51,990 to \$118,620. This includes,~~including~~ up to \$99,700 that may be paid to the franchisors or their affiliates.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Development Department at 4300 TBC Way, Palm Beach Gardens, Florida 33410, (561) 383-1300-Arlington-Heights-Road, Itasca, Illinois 60143,~~(630)-438-3000.~~

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

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

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

Issuance date of this Franchise Disclosure Document: March 28, 2012, as amended July 17~~May-23~~, 2012

### STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit G for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE CERTAIN DISPUTES WITH US BY ARBITRATION ONLY IN CHICAGO, ILLINOIS. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CHICAGO, ILLINOIS THAN IN YOUR OWN STATE.
2. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

The effective dates of our franchise registration in the various registration states are listed on the following page.

**MIDAS INTERNATIONAL CORPORATION**  
**SPEEDEE WORLDWIDE CORPORATION**  
**STATE REGISTRATIONS**

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and/or disclosure laws, with the following effective dates:

California	Effective date: April 3, 2012, as amended _____
Hawaii	Effective date: <u>June 18, 2012, as amended</u> _____
Illinois	Effective date: March 28, 2012, as amended _____
<del>May-24, 2012</del>	
Indiana	Effective date: March 28, 2012, as amended _____ <del>May-23, 2012</del>
Maryland	Effective date: April 3, 2012, as amended _____
Michigan	Effective date: March 31, 2012, as amended _____ <del>May-23, 2012</del>
Minnesota	Effective date: March 29, 2012, as amended _____
New York	Effective date: April 11, 2012, as amended _____
North Dakota	Effective date: April 17, 2012, as amended _____
South Dakota	Effective date: March 28, 2012, as amended _____ <del>May-23, 2012</del>
Virginia	Effective date: March 28, 2012, as amended _____
Washington	Effective date: April 9, 2012, as amended _____
Wisconsin	Effective date: March 28, 2012, as amended _____
<del>May-24, 2012</del>	

In all states not listed above, this Franchise Disclosure Document's effective date is the issuance date of March 28, 2012, as amended on July 17 ~~May-23~~, 2012.

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

The affiliated franchisors are MIDAS INTERNATIONAL CORPORATION ("Midas") and SPEEDEE WORLDWIDE CORPORATION ("SpeeDee"). To simplify the language in this Franchise Disclosure Document (this "Disclosure Document"), we will use certain terms. Midas and SpeeDee are referred to collectively as "we," "us," and "our". "You" means the person, corporation, partnership, limited liability company or other business entity and the individual owners of any business entity to whom we grant a franchise. If you are a corporation, partnership, limited liability company, or other business entity, your owners must sign an owner undertaking and our Personal Guaranty, which means that all of the provisions of our Midas/SpeeDee Franchise and Trademark Agreement ("Franchise Agreement") (Exhibit D-1) will also apply to your owners (See Item 15). When this Disclosure Document makes reference to our Franchise Agreement and related agreements, the reference is to the standard forms we currently offer for the operation of a Midas/SpeeDee Co-Branding Shop ("Co-Branding Shop"). If you are purchasing a Co-Branding franchise for an operating Shop from an existing franchisee, both you and the selling franchisee will execute the Assignment of Midas/SpeeDee Franchise and Trademark Agreement (the "Assignment of Franchise") (Exhibit D-7) in addition to other related franchise documents. Under the Assignment of Franchise, a purchaser/transferee of an existing franchise will be subject to the terms and conditions of the selling franchisee's Franchise Agreement which may be in a form different than the form currently offered. However, upon our request, the purchaser of the existing franchise may be required to amend and restate the selling franchisee's Franchise Agreement to be consistent with the terms and conditions of our then-current Franchise Agreement. In addition, the foras of agreements we previously offered and the forms you actually execute may differ. The terms of franchises we offer in the future may also differ. The terms of franchises that we separately offer to our stand-alone, single concept franchise systems may also differ.

Midas and SpeeDee each operate under its own corporate names and its own trademarks, which are described in Item 13 (the "Marks"). We do not, and do not intend to, do business under any other names; however, we reserve the right to do so in the future.

If we have an agent in your state for service of process, we disclose that agent in Exhibit G.

### The Franchisors and Our Parents

#### Midas

Midas is a corporation incorporated under the laws of Delaware on September 11, 1959. From January 1972 through January 29, 1998, Midas was a wholly-owned subsidiary of Whitman Corporation (originally IC Industries, Inc.). Effective January 30, 1998, Midas was spun-off from Whitman as part of a dividend distribution to Whitman shareholders and is now a wholly-owned subsidiary of Midas, Inc. See "Our Parents" below for more information about Midas, Inc. is a corporation incorporated under the laws of Delaware on August 29, 1997 and was publicly traded on the New York Stock Exchange under the symbol MDS from January 30, 1998 through April 30, 2012.

Effective April 30, 2012, TBC Corporation, a Delaware corporation ("TBC"), through its wholly-owned subsidiary, Gearshift Merger Corp., also a Delaware corporation ("Gearshift"), acquired Midas, Inc. through a cash tender offer. TBC is a marketer and distributor of tires and other products for the automotive replacement market. The principal place of business of TBC is 4300 TBC Way, Palm Beach Gardens, Florida 33410. TBC may occasionally sell products or supply services to Co-Branding franchisees. TBC is a wholly-owned subsidiary of Sumitomo Corporation of America, a company organized under the laws of New York, whose principal business address is 600 Third Avenue, New York, NY 10016 ("SCOA") and by Summit Global Management of America, Inc., a company organized under the laws of Delaware, whose principal business address is 600 Third Avenue, New York, NY

~~10016 (“Summit”). Both SCOA and Summit are owned by Sumitomo Corporation, a corporation organized under the laws of Japan, whose principal business address is Harumi Island Triton Square Office Tower Y, 8-1-1 Harumi-1 Chome, Chuo-ku, Tokyo 104-8610 Japan.~~

Midas’ principal business is the franchising of Midas Shops and Co-Branding Shops located in the United States. Midas, through a predecessor entity, has been engaged in the automotive exhaust business since 1954 and, since 1956, it (through a predecessor entity) has offered and continues to offer franchises under the Midas name and proprietary system. Except as described in this Disclosure Document, Midas does not offer, nor has Midas ever offered, franchises in any other line of business. Midas does not currently operate nor has it ever operated any Co-Branding Shops of the type being franchised under the Franchise Agreement. However, since October 2008, COSMIC Holdings, LLC (“COSMIC”), its wholly-owned subsidiary, has been engaged in the business of owning and operating Co-Branding Shops.

Midas offers franchises under a separate Franchise Disclosure Document and different franchise agreement for a stand-alone Midas shop. Midas franchises are granted for Midas shops operated under the “Midas” name and other Midas Marks (defined in Item 13). For reference purposes in this Disclosure Document, we call the Midas franchisees and Midas shops in the stand-alone Midas system (the “Midas System”) “Midas Franchisees” and “Midas Shops,” respectively. A Midas Shop sells and installs automotive parts, including: brake shoes, pads, drums, rotors, calipers, wheel cylinders and other brake system parts, tires, mufflers, catalytic converters, exhaust pipes, tail pipes, exhaust system hardware, shock absorbers and struts, suspension and steering, batteries, filters, belts, wiper blades and hoses, and renders the following services: brake system repair and replacement, tire mounting, balancing, installation and repair and other tire related services, scheduled and general maintenance services, exhaust system services, suspension services, wheel alignment services, installation of batteries, starting and charging services, heating and cooling system services, and CV joints and drive shaft services. As of December 31, 2011 there were 1,164 franchised Midas Shops in the United States. Midas or its affiliate, Midas Canada Inc., also franchises retail automotive repair shops internationally in the Bahamas, Canada and Honduras, and Midas has licensed the use of the Midas trademarks for the operation of Midas Shops in Australia, Austria, Belgium, France, Italy, Mexico, Morocco, New Zealand, Portugal and Spain. As of December 31, 2011 there were 929 Midas shops located internationally.

Midas also sells equipment, tires and batteries to Midas Shops, SpeeDee Shops and Co-Branding Shops. Midas previously engaged in the manufacture and/or sale of mufflers, exhaust and tail pipes and other exhaust system components; shock absorbers and struts; brake pads, shoes, calipers, rotors, drums and other brake system components; suspension, steering and limited driveline parts; heating and cooling system parts; wiper blades; engine belts and hoses; filters and other parts under various trademarks, including the Midas Marks, to Midas Shops.

### SpeeDee

SpeeDee is a corporation incorporated under the laws of Delaware on February 1, 2008. SpeeDee is a wholly-owned subsidiary of Midas (~~which is a wholly-owned subsidiary of Midas, Inc.~~). SpeeDee’s principal business is the franchising of SpeeDee Shops in the United States. SpeeDee has been engaged in the car care business since March 2008. Except as described in this Disclosure Document, SpeeDee does not offer, nor has SpeeDee ever offered, franchises in any other line of business. SpeeDee does not currently operate nor has it ever operated any Co-Branding Shops of the type being franchised under the Franchise Agreement.

SpeeDee offers franchises under a separate Franchise Disclosure Document and different franchise agreement for a stand-alone SpeeDee shop. SpeeDee franchises are granted for SpeeDee shops operated under the “SpeeDee” name and other SpeeDee Marks (defined in Item 13). For reference

purposes in this Disclosure Document, we call the SpeeDee franchisees and the SpeeDee shops in the stand-alone SpeeDee system (the "SpeeDee System") "SpeeDee Franchisees" and "SpeeDee Shops," respectively. A SpeeDee Shop provides car care services, including oil changes, tune-ups, factory scheduled maintenance, transmission services, radiator flushes, brake system repair and replacement services, air conditioner recharges, emission control system services, replacement of filters, fuel systems cleaning, replacement of wiper blades, radiator caps and other automotive care services. As of December 31, 2011, there were 61 franchised stand-alone SpeeDee Shops in the United States. However, on March 30, 2008, SpeeDee assumed two separate master franchise agreements with sub-franchisors in New England and Mexico, granting each sub-franchisor the right to use the SpeeDee Marks for the operation of SpeeDee Shops in those territories. As of December 31, 2011, there were 16 SpeeDee Shops in New England and 57 SpeeDee Shops in Mexico operated by these third party sub-franchisors under the separate master franchise agreements with SpeeDee.

The principal business address of Midas and SpeeDee is 4300 TBC Way, Palm Beach Gardens, Florida, 33410. Except as stated below, the principal business address for our parents and affiliates is also 4300 TBC Way, Palm Beach Gardens, Florida 33410.

### Our Parents

Midas, Inc. is a corporation incorporated under the laws and all of Delaware on August 29, 1997. Midas, Inc. was publicly traded on the New York Stock Exchange under the symbol MDS from January 30, 1998 through April 30, 2012.

Effective April 30, 2012, TBC Corporation, a Delaware corporation ("TBC"), through its wholly-owned subsidiary, Gearshift Merger Corp., also a Delaware corporation ("Gearshift"), acquired Midas, Inc. through a cash tender offer ("Merger Transaction"). TBC is a marketer and distributor of tires and other products for the automotive replacement market. TBC may occasionally sell products or supply services to Co-Branding franchisees. TBC is a wholly-owned subsidiary of Sumitomo Corporation of America, a company organized under the laws of New York, whose principal business address is 600 Third Avenue, New York, NY 10016 ("SCOA") and by Summit Global Management of America, Inc., a company organized under the laws of Delaware, whose principal business address is 600 Third Avenue, New York, NY 10016 ("Summit"). Both SCOA and Summit are owned by Sumitomo Corporation, a corporation organized under the laws of Japan, whose principal business address is Harumi Island Triton Square Office Tower Y, 8-11 Harumi 1-Chome, Chuo-ku, Tokyo 104-8610 Japan.

Effective through the Merger Transaction, Midas, Inc. became a wholly-owned subsidiary of TBC Shared Services, Inc. ("TBC Shared Services"), a Delaware corporation. TBC Shared Services is a wholly-owned subsidiary of TBC. TBC Shared Services also owns Big O Tires, LLC ("Big O") (see below). our affiliates described below is 1300 Arlington Heights Road, Itasca, Illinois 60143.

### Our Affiliates

COSMIC Holdings, LLC ("COSMIC"), Midas' wholly-owned subsidiary, has been engaged in the business of owning and operating company-owned Midas shops in the United States since 2001. COSMIC does not offer, nor has it ever offered, franchises in any line of business. As of December 31, 2011, COSMIC owned and operated 40 company-owned U.S. Midas shops located in California, Colorado, Connecticut, Delaware, Florida, Illinois, Indiana, New Jersey, Pennsylvania and Wisconsin. Since October 2008, COSMIC has been engaged in the business of owning and operating Co-Branding Shops. As of December 31, 2011, COSMIC owned and operated 34 company-owned Co-Branding Shops located in California, Florida, Illinois and New Jersey, which were converted from stand-alone Midas Shops that it owned.

COSSI Holdings, LLC (“COSSI”), SpeeDee’s wholly-owned subsidiary, has been engaged in the business of owning and operating company-owned SpeeDee shops in the United States since March 30, 2008. COSSI does not offer, nor has it ever offered, franchises in any line of business. As of December 31, 2011, COSSI owned and operated 6 company-owned SpeeDee shops located in Georgia, North Carolina, South Carolina and Texas.

Midas Realty Corporation (“MRC”) and Midas Properties, Inc. (“MPI”), both Midas’ wholly-owned subsidiaries, may select, purchase, lease and develop Midas Shops and Co-Branding Shops and lease/sublease them to franchisees. MRC and MPI have been engaged in the business of owning, leasing and managing real estate for the purpose of operating Midas Shops since 1959 and 1974, respectively. Both MRC and MPI have been engaged in the business of owning, leasing and managing real estate for the purpose of operating Co-Branding Shops since March 2008. Neither MRC nor MPI offer, nor have they ever offered, franchises in any line of business.

SpeeDee Worldwide Realty Corporation (“SWRC”), SpeeDee’s wholly-owned subsidiary, may select, purchase, lease and develop SpeeDee Shops and Co-Branding Shops and lease/sublease them to franchisees. SWRC has been engaged in the business of owning, leasing and managing real estate for the purpose of operating SpeeDee Shops and Co-Branding Shops since March 30, 2008. SWRC does not offer, nor has it ever offered, franchises in any line of business.

Midas Canada Inc. (“Midas Canada”), a subsidiary of Midas, has granted franchises for the operation of Midas shops located in Canada since 1961. As of December 31, 2011, there were 148 franchised Midas shops operating in Canada. From 1969 to 2000, Midas Canada, through an affiliated company, Midas Automotive Ltd., operated a number of Midas shops on a company-owned basis in Canada. Since June 15, 2007, Midas Canada has been directly engaged in the business of owning and operating Midas shops in Canada. As of December 31, 2011, Midas Canada owned and operated 4 Midas shops located in British Columbia and Ontario. Midas Canada’s principal business address is 8300 Woodbine Avenue, Suite 100, Markham, Ontario L3R 9Y7.

Progressive Automotive Systems, Inc (“PAS”), Midas’ wholly-owned subsidiary, owns and licenses point-of-sale software called R.O. Writer<sup>®</sup> for use in Co-Branding Shops, Midas Shops and SpeeDee (each through a license with Midas) and by third parties. (See Item 11.) PAS does not offer, nor has it ever offered, franchises in any line of business.

~~TBC is the parent corporation of Shared Services, Inc. (“TBC Shared Services”), a Delaware corporation which, in turn, owns Big O Tires, LLC (“Big O”) is a Nevada limited liability company and a wholly-owned subsidiary of TBC Shared Services. Big O was originally incorporated as a Nevada corporation on December 30, 1982 and subsequently converted to a limited liability company on September 28, 2007. It does business under its current organizational name Big O Tires, LLC as well as “Big O” and “Big O Tires” and no other name. Both TBC Shared Services’ and Big O’s principal place of business is 823 Donald Ross Road, Juno Beach, Florida.~~

TBC is also the indirect parent corporation of TBC Retail Group, Inc. (d/b/a Tire Kingdom, formerly known as Tire Kingdom, Inc.) (“TBC Retail Group”), a Florida corporation. TBC Retail Group operates non-Big O retail outlets for the sale of tires and related automotive products and services and may periodically operate such retail outlets under the Big O Tire name. TBC Retail Group is also responsible for the management of Big O. ~~Its principal place of business is also 823 Donald Ross Road, Juno Beach, Florida 33408.~~

Big O offers franchises for the operation of retail stores selling and servicing tires and related automotive products and services (“Big O Stores”). Big O also sells tires and automotive accessories to its franchisees. In addition, Big O and its affiliates sell or lease other items to Big O franchisees such as

You will sell our recommended automotive products and our approved services to the general public from your Franchised Unit. The primary markets for our products and services include customers of all income levels who own vehicles. The auto repair and maintenance business is somewhat seasonal, especially in the northern states where driving is reduced in the winter months. In addition, the automobile maintenance and repair market is well developed and highly competitive. Co-Branding Shops will compete with individual and chain automotive service centers that offer similar automobile services, as well as other Co-Branding Shops, Midas Shops, SpeedDee Shops and Big O Shops, including those which Midas, SpeedDee or our affiliates may own and operate, other specialty exhaust and brake shops, quick lube shops, tire shops (many of which are franchised), service stations, general garages, new car dealers, and the automotive repair facilities of mass merchandisers and department stores. The demand for the products and services offered by Co-Branding Shops could be adversely affected by continuing developments in automotive technology, including the improvement in original equipment manufacturers' parts quality, as well as longer and more inclusive manufacturers' warranty periods.

In addition to laws that apply to all businesses, you must comply with all laws and regulations specific to the car care and oil change and tune-up industry and those that apply to the operation of motor vehicle repair and maintenance shops, including, but not limited to, consumer-orientated legislation. Some states require special licenses to operate car repair facilities. Various federal, state and local environmental laws and regulations apply to the use, handling, treatment, storage, disposal and recycling of tires, oil, used oil, oil filters and other substances, materials and wastes considered hazardous. You may need to obtain state and other certifications that your facility is an approved waste oil and filter remover/handler/disposer. In addition, if you utilize underground or on-site storage tanks, they must pass any required local environmental quality inspections. We are not obligated to provide you with guidance about these laws and regulations, and you are solely responsible for knowing about and complying with all laws and regulations applicable to your Franchised Unit. It is important that you consult your legal advisor to determine what laws apply to your Franchised Unit.

## ITEM 2: BUSINESS EXPERIENCE

Midas and SpeedDee are affiliated corporations that have integrated some of their officers and directors.

### Officers and Directors of both Midas and SpeedDee:

#### Director of Midas and SpeedDee: Lawrence C. Day

Mr. Day was appointed to the position of Director of Midas and SpeedDee effective April 30, 2012. Mr. Day has been Manager of Big O and its subsidiary, Big O Development LLC, since September 2007. He also served as Manager of two other subsidiaries of Big O Advertising, LLC and Big O Tire of Idaho, LLC, from September 2007 until their dissolutions in March 2009 and March 2010, respectively. Prior to Big O Tires, Inc.'s conversion to a limited liability company in September 2007, Mr. Day was the sole director and Chairman of the Board of Directors of Big O and the sole director of its subsidiaries since June 1999. Mr. Day has been the President and Chief Executive Officer of TBC since October 1999 and Chairman of the Board of TBC since December 2005. Mr. Day is located at TBC's offices in Palm Beach Gardens, Florida.

#### Chief Executive Officer of Midas and Manager and Chief Executive Officer of SpeedDee: Orland Wolford

Mr. Wolford was appointed to the position of Chief Executive Officer of Midas effective April 30, 2012. He was also appointed to the positions of Manager and Chief Executive Officer of SpeedDee effective April 30, 2012. Mr. Wolford was appointed as Vice Chairman of TBC Corporation effective April 1,

2012. Mr. Wolford has been President and CEO of the TBC Retail Group in Juno Beach, Florida since May 2000. Also, he has been the President and CEO of Merchants, LLC ("Merchants") and NTW, LLC ("NTW"), both of which are subsidiaries of TBC Retail Group, based in Juno Beach, Florida since April 2003 and November 2003, respectively. Mr. Wolford has been a member of TBC's Board of Directors since January 2007.

**Executive Vice President and Chief Financial Officer of Midas and SpeeDee: Timothy J. Miller**

Mr. Miller was appointed to these positions at Midas effective April 30, 2012. He was also appointed to the positions of Executive Vice President, Chief Financial Officer and Treasurer of SpeeDee effective April 30, 2012. Mr. Miller has served as Big O's Executive Vice President, Chief Financial Officer and Treasurer since October 2006. From August 2002 through September 2006, he served as Big O's Vice President and Treasurer. He served as Big O's Assistant Treasurer from September 2000 to August 2002. Mr. Miller has served as Executive Vice President, Chief Financial Officer and Treasurer of TBC since October 2006. He served as Senior Vice President of Corporate Finance of TBC from December 2005 to September 2006, and as Treasurer of TBC from August 2002 to December 2005. Mr. Miller is located at TBC's offices in Palm Beach Gardens, Florida.

**Senior Vice President and Controller of Midas and SpeeDee: Kyle Benko**

Mr. Benko was appointed to these positions at Midas and SpeeDee effective April 30, 2012. Mr. Benko has been Senior Vice President Corporate Controller & Assistant Secretary for TBC Corporation since May 2009. Prior to that, he was the Vice President and Corporate Controller for TBC Corporation from May 2006 to May 2009. Mr. Benko is located in Palm Beach Gardens, Florida.

**Senior Vice President - Real Estate & Logistics of Midas and SpeeDee: Charles J. Zacharias**

Mr. Zacharias was appointed to these positions of Midas and SpeeDee effective April 30, 2012. Mr. Zacharias joined TBC Retail in 1993 as Vice President of Distribution. Over the course of his career, he assumed increasing responsibilities for Facilities, Equipment Repair and Real Estate and in 2008 was promoted to Senior Vice President of Real Estate and Logistics for the Retail Group. In 2011, he assumed responsibility for TBC Brands Distribution and Transportation. Mr. Zacharias is located in Palm Beach Gardens, Florida.

**Senior Vice President and General Counsel of Midas and SpeeDee: Brian Maciak**

Mr. Maciak was appointed to these positions at Midas and SpeeDee effective April 30, 2012. Mr. Maciak has also served as the Senior Vice President and General Counsel of TBC Corporation and its affiliated companies since April 2012. Previously, and beginning April 2009, he served as Vice President – General Counsel for TBC Retail Group, Merchants, NTW and Big O. Before joining the companies, from March, 2006, Mr. Maciak was Vice President, General Counsel of American Management Services and Vice President, Assistant General Counsel of Michaels Stores, Inc. Mr. Maciak is located in Palm Beach Gardens, Florida.

**Additional Officers and Management Personnel of Midas:**

**Senior Vice President, Franchise Operations and Chief Operating Officer of Midas: Michael J. Gould**

Mr. Gould served as Vice President, Franchise Operations for Midas from August 16, 2007 to December 31, 2008. On January 1, 2009, his position was changed to Vice President, Retail Operations. On March 17, 2009, he was promoted to Senior Vice President, Franchise Operations. Mr. Gould became Senior Vice President – Franchise Operations and Chief Operating Officer of Midas effective April 30, 2012. In addition, from January 1, 2005 to August 15, 2007, Mr. Gould served as Vice President, COSMIC. Mr. Gould was is-located in Itasca, Illinois through June 2012. He is currently located in Palm Beach Gardens, Florida.

**Division Vice President East of Midas: Gerald V. Schwall**

Mr. Schwall was appointed to this Midas position effective April 30, 2012. From June 1, 2006 through April 29, 2012, Mr. Schwall served Midas as the Regional Manager, Eastern Region. Mr. Schwall served as Regional Operations Manager, North East Region located in Riverside, Rhode Island from October 2003 through May 2006. Mr. Schwall is located in Rehoboth, Massachusetts.

**Division Vice President West of Midas: Philip P. Hultquist**

Mr. Hultquist was appointed to this Midas position effective April 30, 2012. From January 1, 2010 through April 29, 2012, Mr. Hultquist served as Regional Manager, Western Region. Mr. Hultquist served as Regional Manager, South Central Region from September 2007 through December 2009. From September 2006 to August 2007, Mr. Hultquist served as the Director of Operations Development. From March 2005 to August 2006, Mr. Hultquist served as the South Central Territory Manager. Mr. Hultquist is located in Dallas, Texas.

**Additional Officers and Management Personnel of Speedee:**

**Senior Vice President and Chief Operating Officer of Speedee: Jerald Lynn Parker**

Mr. Parker was appointed to these positions at Speedee effective April 30, 2012. Mr. Parker has been Senior Vice President Purchasing Non-Tire Products for TBC Retail Group, Merchants and NTW since October 2008 and is located in Juno Beach, Florida. Prior to that he was Vice President Merchandise Planning for Tire Kingdom, Inc., n/k/a TBC Retail Group, from March 2003 to October 2008. Following the acquisition of Merchants in April 2003 and NTW in November 2003, to October 2008, he was Vice President of Merchants and NTW.

**Senior Vice President and Chief Information Officer of Speedee: Stephen Smith**

Mr. Smith was appointed to the positions of Senior Vice President and Chief Information Officer at Speedee effective April 30, 2012. Mr. Smith has served as Senior Vice President and CIO for TBC Corporation since September 2010. Prior to joining TBC Corporation, Mr. Smith served in numerous leadership roles at EDS, Sabre and Travelport. Mr. Smith's recent roles include Vice President and CIO at AutoTrader.com from 2009-2010, Senior Vice President and CMO at InterGlobe Technologies from 2007-2009, Senior Vice President and CIO at Idearc Media from 2006-2007. Mr. Smith is located in Pahn Beach Gardens, Florida.

**Vice President of Operations of Speedee: Daniel P. Zook**

Mr. Zook was appointed to this Speedee position effective March 30, 2008 and was located in Concord, California through June 30, 2012. ~~effective-March-30,2008-~~From April 1, 2002, to March 29, 2008, Mr. Zook held the position of Chief Operating Officer of Speedee's predecessor, G.C. & K.B., located in Concord, California. Mr. Zook is located in Benicia, California.

**Regional Manager, West of Speedee: Michael Guasch**

Mr. Guasch was appointed to the Speedee position of Director of Operations, West effective March 30, 2008 and was located in Concord, California through June 30, 2012. Mr. Guasch served in the same position for G.C. & K.B. from April 1, 2002 to March 29, 2008 located in Concord, California. Effective January 1, 2010, his title changed to Regional Manager West. Mr. Guasch is located in Tracy, California.

**Regional Manager, East of Speedee: Larry Walker**

Mr. Walker was appointed to the Speedee position of Director of Operations, East effective March 30, 2008, which was located in Madisonville, Louisiana until November 1, 2008, when the office was relocated to Mandeville, Louisiana until June 30, 2012. Mr. Walker served in the same position for G.C. & K.B. from April 1, 2002 to March 29, 2008 located in Madisonville, Louisiana. Effective January 1, 2010, his title changed to Regional Manager East. Mr. Walker is located in River Ridge, Louisiana.

to us, on a daily basis (or less frequently if we agree), using the electronic means we periodically determine, your shop-level sales. In addition, we reserve the right to require independent, unlimited access to other information and data in your system in the future through use of the Internet or other medium.

You are solely responsible for updating your point-of-sale system in a timely manner, as we require and/or as new electronic parts catalogs, pricing and/or software updates become available. (Section 6.11(g) of the Franchise Agreement.) You may also be required periodically to upgrade hardware and software in order to meet either the requirements of the software vendor you select or our requirements with respect to data collection, retention and transmittal. These updates will be your responsibility and at your cost. Maintenance, repair and support will vary depending upon the vendor you select for the hardware and software, and are also your responsibility and at your cost. There are no contractual limitations on the cost or frequency of this obligation.

If you elect to sign the Fleet Amendment and participate in the Fleet Program, you agree to fully comply with all of the Fleet Program requirements, policies and procedures as we designate periodically. Currently, these requirements include your use of a point-of-sale system that supports single step fleet interface (when available from point-of-sale vendors), high-speed Internet access, point-of-sale hardware that supports Windows operating systems and Fleet Team software. (Exhibit A to Exhibit D-6.)

Other than as described in this Item 11, neither we nor any of our affiliates are obligated to provide ongoing maintenance, repairs, upgrades, etc. for your computer systems including your point-of-sale system.

### Operations and Training Manual

Franchisees have access to our Operations and Training Manual (the "Manual") via printed document. (Section 3.1(e) of the Franchise Agreement). The Manual is confidential and remains our property. We may modify the Manual periodically. If you receive a printed version of the Manual and it is lost, stolen or destroyed, you must pay to us a replacement fee for a replacement Manual. The current replacement fee is \$100. (See Item 6.) You will be permitted to review the Manual before you purchase the Co-Branding Franchise. The Manual can be reviewed at our corporate headquarters located at 4300 TBC Way, Palm Beach Gardens, Florida 33410-1300-Arlington-Heights-Road, Itasca, Illinois.

### Shop Opening

After we have accepted your Application and the related \$5,000 deposit, if applicable, the length of time between the signing of a Franchise Agreement and the opening of a Co-Branding Shop may vary from a few weeks, if you purchase an operating Co-Branding Shop, to never if you do not find a satisfactory site, do not complete our training or are not able to obtain financing. Under our current process, the Franchise Agreement and related documents are generally signed within 30 days prior to the opening of the Franchised Unit as Co-Branding Shop for those shops that were converted from Midas Shops or SpeeDee Shops. Typically we expect the length of time between signing the Franchise Agreement and opening the Co-Branding Shop is 12 to 24 months for a new Co-Branding Shop and 3 to 6 months for a Midas Shop or SpeeDee Shop converting to a Co-Branding Shop. Factors affecting the length of time include site selection, financing arrangements, completing construction, obtaining licenses and permits, the complexity of zoning and local ordinances, real estate title and environmental problems, delivery and installation of equipment, delivery of inventory, hiring of staff, the completion of our initial franchisee Operations Training Program to our satisfaction, your personal involvement and level of activity, and/or changes in personal circumstances. You are required to select and present a site and all information and materials we require to evaluate the site within twelve (12) months of your execution of the Franchise Agreement (Section 6.23(a) of the Franchise Agreement.) (the

parents and affiliates also have the right to operate or license others to operate similar or different businesses under any trade name, at any location, which may compete with your Franchised Unit. We and our parents and affiliates also reserve the right to develop and operate any type of business, including a competitive business that does not use the Marks at any location whatsoever, including what may, at any point in time, be considered within close proximity to your Franchised Unit. We and our parents and affiliates also reserve the right to acquire competitive businesses of any kind, in any location, for the purpose of selling the competitive business' assets or merging it into an existing business, including a competitor. We and our parents and affiliates reserve the right to operate, or franchise third parties to operate, competitive businesses anywhere whatsoever. We reserve the right to sell products similar to those identified by the Marks described in Item 13 below and other products identified by the Marks, or identified by different trademarks, anywhere through other channels of distribution (such as the Internet, catalog sales, telemarketing or direct marketing). We are not required to pay you if we exercise this right to sell.

As discussed in Item 1, Midas franchises others to operate Midas Shops under the Midas name, trademark and other Midas Marks (see Item 13), which are businesses that sell and install, at retail, motor vehicle exhaust systems, brake components, suspension parts, heating and cooling system parts, tires and batteries and other motor vehicle parts, performs services in connection with these sales, and performs general and scheduled vehicle maintenance services, including oil changes, tune-ups, transmission services, radiator flushes, air conditioner recharges, emission control systems services, replacement of filters, fuel systems cleaning, replacement of wiper blades, replacement of radiator caps and other automobile care services. These services are identical to and in competition with those provided at Co-Branding Shops. COSMIC owns and operates Midas shops and Co-Branding shops. See Item 1 above for information regarding the number of franchisee-owned and company-owned stand-alone Midas Shops and Co-Branding Shops as of the date of this Disclosure Document. The owners of Midas Shops may solicit and accept customers in any geographic region where Co-Branding or other Midas Shops are located. It is possible that Midas Shops may be operated within close proximity to your Franchised Unit. We will resolve conflicts between us and the Midas Franchisees and those between the Co-Branding Franchisees and Midas Franchisees regarding territory, customers and franchisor support as we deem appropriate under the circumstances. Midas' principal business address is 4300 TBC Way, Palm Beach Gardens, Florida 33410-1300-Arlington-Heights-Road, Itasca, Illinois 60143.

Also as discussed in Item 1, Speedee franchises others to operate Speedee Shops under the Speedee name, trademarks and other Speedee Marks (see Item 13), which are businesses that provide car care services, including oil changes, mne-ups, factory scheduled maintenance, transmission services, radiator flushes, brake system repair and replacement services, air conditioner recharges, emission control system services, replacement of fihers, fuel systems cleaning, replacement of wiper blades, radiator caps and other automotive care services. These services are identical to and in competition with those provided at Co-Branding shops. COSSI Holdings, LLC owns and operates Speedee Shops. See Item 1 above for information regarding the number of franchisee-owned and company-owned stand-alone Speedee Shops as of the date of this Disclosure Document. The owners of Speedee Shops may solicit and accept customers in any geographic region where Co-Branding Shops or other Speedee Shops are located. It is possible that Speedee Shops may be operated within close proximity to your Franchised Unit. We will resolve conflicts between us and the Speedee Franchisees and those between the Co-Branding Franchisees and the Speedee Franchisees regarding territory, customers and franchisor support as we deem appropriate under the circumstances. Speedee's principal business address is 4300 TBC Way, Pahn Beach Gardens, Florida 33410-1300-Arlington-Heights-Road, Itasca, Illinois 60143.

Also as discussed in Item 1, Big O franchises others to operate Big O Stores under the Big O name, trademarks, trade names, service marks and other logos and symbols periodically designated by Big O, which are franchises for the operation of retail stores selling and servicing tires and related automotive products and services ("Big O Stores"). Some of these services may be identical to and in competition with those provided at Co-Branding shops. Big O also owns and operates Big O Stores. See Item 1 above for information regarding the number of franchisee-owned and company-owned Big O Shops as of March 31, 2012. The owners of Big O Shops may solicit and accept customers in any geographic region where Big O Shops, Midas Shops, SpeeDee Shops and Midas/SpeeDee Co-Brand Shops are located. It is possible that Big O Shops may be operated in close proximity to your Franchised Unit. We will resolve conflicts between us and the Big O Store franchisees regarding territory, customers and franchisor support as we deem appropriate under the circumstances. Big O's and our principal business address is 4300 TBC Way, Palm Beach Gardens, Florida 33410. As stated above, we We and Big O do not maintain separate principal offices but do maintain and-separate training facilities. Big-O's ~~principal-business-address-is-823-Donald-Ross-Road,-Juno-Beach,-Florida-33408-~~

TBC, Big O's indirect parent corporation, and its subsidiaries (not including Big O and its subsidiaries), distribute products in the automotive replacement market through channels of distribution not involving Big O franchisees. The products distributed by TBC and its non-Big O subsidiaries include tires and tubes. The primary brand names for tires distributed by TBC include Multi-Mile, Cordovan, Sigma, Vanderbilt, Eldorado, Jetzon, Telstar, Sumitomo, Sailun, Harvest King, Power King and Towmax. TBC Retail Group, an indirect TBC subsidiary which was acquired in June 2000, occasionally makes wholesale sales of tires and other automotive products under well-known brand names such as Bridgestone, Dunlop, Firestone, General, Continental, Goodyear, Michelin, Pirelli, Yokohama, and Falken. Treadways, a wholly-owned subsidiary of TBC, markets tires in the United States to retail dealers and wholesale distributors under various brand names and under private brand names. These private brand names are Sumitomo, Mirada, Velozza, Wild Country, Wild Trac, Stampede, Turbo-Tech, Grand Am, Grand Prix, Arctic Claw and Trailcutter. Retail outlets carrying products of TBC and its non-Big O subsidiaries may be located in close proximity to your Franchised Unit.

TBC and certain of its non-Big O subsidiaries have operated retail outlets selling tires and other automotive aftermarket products. As of March 31, 2012, TBC and its wholly-owned subsidiaries operated approximately 765 non-Big O retail tire and automotive services centers in the following district and states: District of Columbia, Alabama, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Louisiana, Kansas, Kentucky, Massachusetts, Maryland, Minnesota, Missouri, Mississippi, New Jersey, North Carolina, New Hampshire, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, West Virginia and Vermont. These retail outlets do business under the trade names "Tire Kingdom," "Merchant's," "National Tire Battery," "NTB," and "Tire America." These retail outlets may solicit and accept customers in any geographic region where Big O Shops, Midas Shops, SpeeDee Shops and Midas/SpeeDee Co-Brand Shops are located. It is possible that these non-Big O retail shops may be operated in close proximity to your Franchised Unit.

Provision	Section in Franchise or Other Agreement	Summary
	Lease Section 36, Sublease Section 25(d), Option and Shop Lease Sections K and M.29.	May be modified only by a written instrument executed by the parties.
	End User License Agreement Section P, Software Maintenance Program Agreement Section J; Central Service Agreement Section Q	We may modify the terms at any time and may provide you with notice of these changes.
t. Integration/merger clause	Franchise Agreement Section 17.9, Lease Section 36, Sublease Section 25(d), Option and Shop Lease Sections K and M.29.	Only the terms of the Franchise Agreement and related real estate and other documents <u>and Disclosure Document</u> are binding (subject to state law). <u>Any representations or promises outside of the Disclosure Document or the Franchise Agreement, and related real estate and other documents may not be enforceable.</u> Nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this Disclosure Document
u. Dispute resolution by arbitration or mediation	Franchise Agreement Sections 8.14, 9.3 and 10.7, Option and Shop Lease Section M.3	Certain disputes must be arbitrated in Chicago, Illinois (i.e., relating to transfer, termination and non-renewal), or, in the case of determining rent, the city where the premises is located.
v. Choice of forum	Franchise Agreement - None	Not applicable.
	End User License Agreement Section P, Software Maintenance Program Agreement Section G, Central Service Agreement Section Q	State court located in DuPage County, Illinois, or Federal court located in Chicago, Illinois
w. Choice of law	Franchise Agreement Section 16.3	Law of the state where the Franchised Unit is located.
	End User License Agreement Section P, Software Maintenance Program Agreement Section G, Central Service Agreement Section Q	Laws of the State of Illinois

If the franchise is terminated, we may elect, in our sole discretion, within 30 days of termination, to purchase all or any portion of your inventory of Midas Products and/or SpeeDee Products at the then current published prices then being charged by us or our designated suppliers to Co-Branding Franchisees, but not including the price of storage or transportation initially paid by you to bring the goods to your Franchised Unit, and shall be free and clear of all liens and encumbrances. (Subsections 9.8(j) of the Franchise Agreement.)

If the franchise is terminated, we may elect, in our sole discretion, within 30 days of termination, to purchase all or any portion of the tangible assets of your Franchised Unit (including the machinery, equipment, internal and external signs, inventory, stationary, letterheads, forms, printed matter, promotional displays, advertising materials and other good and/or supplies). The prices for these items will be the lesser of (a) your actual cost, with reasonable allowance for depreciation, wear and tear, and obsolescence and (b) the then fair market value of these items. (Subsections 9.8(k) of the Franchise Agreement.)

In addition to the provisions noted in the chart above, the Franchise Agreement contains a number of provisions that may affect your legal rights, including provisions addressing limitations on when claims may be raised (Sections 8.14, 9.3 and 10.7 of the Franchise Agreement), a waiver of a right to jury trial and a waiver of a right to participate in a class action. (Sections 17.12 and 17.13 of the Franchise Agreement, respectively) We recommend that you carefully review all of these provisions, and each of the contracts attached to this Disclosure Document in their entirety, with a lawyer. Applicable state law might require additional disclosures related to the information contained in this Item 17. These additional disclosures, if any, appear in Exhibit I.

#### ITEM 18: PUBLIC FIGURES

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

#### ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised shops. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our General Counsel, Brian Maciak, either at 4300 TBC Way, Palm Beach Gardens, Florida 33410-1300 ~~Arlington Heights Road, Itasca, Illinois 60143~~ or (561) 383630 438-3000, the Federal Trade Commission, and the appropriate state regulatory agencies.

**Section 6. Termination of Application:** Except as otherwise provided herein, either party may terminate this Application at any time prior to execution of the Franchise Agreement or other Required Documents upon notice to the other party. If this Application is not accepted by Franchisor or this Application is terminated within 30 days after it is received by Franchisor, the Deposit (if any) shall be refunded to Applicant. If this Application is terminated any time thereafter, Franchisor shall have the right to retain the Deposit. This Application shall be deemed automatically terminated (and the Deposit shall not be refunded), if Applicant fails to sign the Franchise Agreement within 90 days after Franchisor accepts this Application. Franchisor shall have the right to terminate this Application, if Applicant fails to execute and return to Franchisor the Franchise Agreement and to pay the Franchise Fee, Site Selection Fee (if then due and payable) and all other applicable fees within 30 days after Franchisor submits the Franchise Agreement to Applicant. If this Application is terminated: (a) all of Applicant's rights under this Application shall automatically terminate; and (b) Franchisor shall have no further obligations to Applicant under this Application (except for refunding the Deposit in those certain specific circumstances expressly provided for in this Application).

**Section 7. Confidentiality:** Applicant will receive from Franchisor certain real estate, market planning, demographic, financial, marketing, operating and other information relating to Franchisor, its plans and operations which information is confidential and proprietary to Franchisor ("Confidential Information"). Applicant shall: (a) maintain the Confidential Information in strict confidence; (b) not use any Confidential Information for Applicant's own benefit; (c) not disclose any Confidential Information to, or use it for the benefit of, any third party; and (d) upon request, immediately return to Franchisor all forms of the Confidential Information. If Applicant breaches the provisions of this section, Franchisor shall be entitled to injunctive and other equitable relief. The following is not Confidential Information: (i) information which is already in Applicant's possession; (ii) information which is or becomes public knowledge through no fault or act of Applicant.

**Section 8. Amendment:** This Application can be altered or amended only via a written instrument signed by Applicant and an authorized officer of Franchisor.

**Section 9. Notices:** Notices hereunder shall be in writing and shall be deemed effective: (1) if personally delivered, on the date delivered; (2) if sent via registered or certified mail with a return receipt, postage prepaid, on the third business day following the mailing date; or (3) if sent via overnight courier for guaranteed next business day delivery, on the next business day after placing the notice with the courier; addressed to Applicant at its address below; addressed to Franchisor at 4300 TBC Way, Palm Beach Gardens, Florida 33410-1300 ~~Arlington Heights Rd., Itasea, Illinois 60143~~, attention: Vice President - Development; or elsewhere as either party may notify the other.

Applicant: \_\_\_\_\_

Applicant's address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Applicant: \_\_\_\_\_

Applicant's address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Franchisor:  
By: \_\_\_\_\_  
Acceptance date: \_\_\_\_\_, 20\_\_

22. Do you understand that the Franchisors retain at all times the right to either establish and operate itself, or to grant one or more franchises to any other party or parties to establish and operate a Co-Branding, Midas or SpeeDee Shop or Shops at any other location or locations whatsoever?

Yes \_\_\_\_\_ No \_\_\_\_\_

23. Do you understand that the Franchise Agreement contains the entire agreement between you and the Franchisors concerning the franchise for the Co-Branding Shop, meaning that any prior oral or written statements not set out in the Franchise Agreement will not be binding?

Yes \_\_\_\_\_ No \_\_\_\_\_

24. If you have answered "Yes" to any of questions 13-20 or "No" to any of questions 9 - 12 or 21-23, please provide a full explanation of each such answer in the following blank lines. Attach additional pages, as needed, and refer to them below. If you have answered "No" to each of questions 13-20 and "Yes" to each of questions 9-12 and 21-23, then please leave the following blank.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25. I signed the Franchise Agreement and Exhibits and Addendum (if any) on \_\_\_\_\_, 20\_\_\_\_, and acknowledge that no agreement or addendum is effective until signed and dated by the Franchisors.

~~YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO THE FRANCHISORS AND THAT THE FRANCHISORS WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.~~

SHOP ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FRANCHISE APPLICANT:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_, 20\_\_\_\_  
Date

not been included herein, as the case may be, it being the stated intention of the parties that, had they known of such invalidity or unenforceability at the time of entering into this Agreement, they would have nevertheless contracted upon the terms contained herein, either excluding such provisions, or including such provisions only to the maximum scope and application permitted by law, as the case may be; provided, however, that if Franchisor determines that such finding of invalidity or unenforceability adversely affects the basic consideration of this Agreement, Franchisor, at its option, may terminate this Agreement by giving written notice thereof to Franchisee. In the event that such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this Section 17.7 shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision.

17.8 Notices. All notices or communications required or permitted hereunder shall be deemed duly given if delivered, in writing, personally, by hand, sent by registered or certified mail, return receipt requested, first class postage prepaid or by recognized carrier (such as United Parcel Service or Federal Express), to the address set out below.

(i) If to Franchisor:

Midas International Corporation  
Speedee Worldwide Corporation  
4300 TBC Way  
Palm Beach Gardens, Florida 33410  
~~1300-Arlington-Heights-Road~~  
~~Itasca, IL 60143~~  
Attention: Vice President, Franchise Operations

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

Midas International Corporation  
Speedee Worldwide Corporation  
4300 TBC Way  
Palm Beach Gardens, Florida 33410  
~~1300-Arlington-Heights-Road~~  
~~Itasca, IL 60143~~  
Attention: General Counsel

(ii) If to Franchisee, either to:

(a) the Shop address, or

(b) the Franchisee's office address, as then currently listed in Franchisor's database.

Any such notice or demand shall be deemed to have been given or made and shall be deemed effective when received or on the date of refusal of delivery. Any change of address by either party must be by notice given to the other in the same manner as specified above.

17.9 Entire Agreement. This Agreement, and all of the documents referred to herein (including, without limitation, the Real Estate Documents), including any and all Exhibits, Schedules and addenda hereto or thereto, together with any written lease or sublease of the Shop's premises described in Section 1.1(a) above, entered into between Franchisee and Franchisor, Realty or any other Franchisor Affiliate, shall constitute and contain the entire, full and complete agreement and understanding of the parties hereto with respect to the subject matter hereof and thereof, and no other representations, warranties, promises, commitments or guaranties have been made to induce Franchisee to execute this Agreement. There are no representations, warranties, promises, commitments or guaranties, nor any other inducements, undertakings, agreements, terms or conditions, oral or otherwise, not contained or referred to herein or attached hereto (unless of subsequent date) made by any party hereto, and none shall be of any force or effect with reference to this Agreement or otherwise. This Agreement supersedes and extinguishes any prior written agreement between the parties or any of them relating to the Shop location described in Section 1.1(a) above; provided, however, that this Agreement shall not abrogate, impair, release or extinguish any debt, obligation or liability of Franchisee to Franchisor accrued prior to the execution of this Agreement, nor shall

## EXHIBIT D-11: INCENTIVE PROGRAM PROMISSORY NOTE

In partial consideration of Midas International Corporation and SpeeDee Worldwide Corporation (collectively, "Franchisor") granting Franchisee (designated below) a Midas/SpeeDee Franchise and Trademark Agreement ("Franchise Agreement") for the Co-Branding Shop (as defined in the Franchise Agreement) at \_\_\_\_\_, and agreeing to defer payment of \$ \_\_\_\_\_ ("Principal Balance") of the \$ \_\_\_\_\_ initial franchise fee payable under the Franchise Agreement ("Initial Franchise Fee"), Franchisee promises to pay to the order of Midas International Corporation at its office at 4300 TBC Way, Palm Beach Gardens, Florida 33410-300-Arlington-Heights Road, Itasca, Illinois 60143, the Principal Balance as follows: twenty (20) monthly installments of \$ \_\_\_\_\_, each payable on the twenty-first (21<sup>st</sup>) day of each month, commencing on \_\_\_\_\_, 21, 20\_\_\_\_, with the final monthly installment payable on \_\_\_\_\_, 21, 20\_\_\_\_.

Franchisee further acknowledges and agrees as follows:

1 All payments made pursuant to this Note shall be via an ACH debit, and Franchisee hereby authorizes Franchisor to debit funds in the amounts set forth above from Franchisee's account as identified below. Franchisee hereby grants to Franchisor all right and authority necessary to deduct such amounts from said account. Franchisee shall make the appropriate requests to its bank(s) to ensure that Franchisor is able to make the debits as described in this Note. Franchisee's account information for purposes of deducting the payments described herein is as follows:

Bank: \_\_\_\_\_  
Account No.: \_\_\_\_\_  
ABA No.: \_\_\_\_\_

(Please attach a copy of a voided check.)

This ACH debit authorization is also applicable to any other account now or hereafter maintained by Franchisee, should the above-referenced account be closed, deemed inactive, have a zero balance or for any other reasonable determination by Franchisor. Franchisee shall assist Franchisor in every way to secure payment of the amounts described herein, including, without limitation, providing Franchisee information regarding the above-referenced account or any other accounts of Franchisee, signing documents necessary to allow Franchisor to deduct the amounts described herein from Franchisee's account(s), and providing alternative payment methods, if requested by Franchisor, in the event the ACH debit is unsuccessful. Further, if the ACH debit is unsuccessful and Franchisor incurs any bank fees or other charges as a result of the unsuccessful ACH debit, Franchisee agrees that Franchisor may subsequently debit any one or more of the foregoing accounts in the amount of such fees or charges.

2. Franchisee may prepay this note at any time without penalty.
3. If the Franchise Agreement is terminated, no portion of the Initial Franchise Fee shall be refundable to Franchisee.
4. Termination of the Franchise Agreement by any party or in any manner shall not relieve Franchisee of its obligations to make all payments due hereunder.
5. The total principal sum remaining unpaid hereunder may, at the election of Franchisor or the holder hereof, be accelerated and become fully due and payable after ten days notice in any of the following events: (a) Franchisee's failure to make any payment when due according to the terms hereof; (b) the sale by Franchisee of its interest in the Franchise Agreement or the transfer of a controlling interest

## EXHIBIT F-1: MIDAS/SPEEDEE SHOP LEASE

This Midas/Speedee Shop Lease ("Lease"), made as of \_\_\_\_\_, 20\_\_\_\_, is by and between Midas Realty Corporation, a Delaware corporation ("Lessor"), having its office at 4300 TBC Way, Palm Beach Gardens, Florida 33410-1300-North-Arlington-Heights-Road, Itasca, Illinois 60143, and \_\_\_\_\_, a \_\_\_\_\_ ("Lessee"), having its office at \_\_\_\_\_. Lessor and Lessee agree as follows:

1. LEASE OF PREMISES: Subject to any easement, restriction, covenant, condition or other matter of record, Lessor hereby leases to Lessee, and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, those certain premises together with the building, unprovements and appurtenances thereto, commonly known as \_\_\_\_\_, more particularly described in Exhibit A attached hereto and made a part hereof ("Premises").

2. TERM: (a) The term of this Lease will commence on \_\_\_\_\_ ("Commencement Date"), and expire on \_\_\_\_\_. The initial term including any extensions or renewals shall be defined as the "Term".

(b) In conjunction with the execution of this Lease, Lessee is entering into a franchise agreement with Midas International Corporation and/or Speedee Worldwide Corporation (Lessor's affiliates, individually and collectively, "Franchisor") ("Franchise Agreement"). The term Franchise Agreement shall include any extension of the franchise agreement or franchise relationship, any renewal Franchisor franchise agreement and, in Lessor's sole discretion, any operating agreement or license under which the business continues to operate following the termination or expiration of the Franchise Agreement.

(c) Lessee agrees that if the Franchise Agreement expires or is terminated for any reason by Lessee or Franchisor or in any manner, Lessor shall have the unqualified and absolute right to terminate this Lease upon written notice to Lessee. Upon giving such notice, Lessor shall have the right to immediately re-enter and take possession of the Premises or it may institute summary or holdover proceedings to evict Lessee and all those in possession of the Premises by reason of the termination of this Lease as herein provided. Lessee acknowledges and agrees that the foregoing termination provision is a material business term of this Lease (and is in addition to, and separate and distinct from, the termination of this Lease as a Lessor remedy upon an Event of Default, as hereinafter defined).

3. RENT: (a) The rent payable by Lessee to Lessor during each year of the Term shall be: (i) fixed minimum rent in the amount of \$ \_\_\_\_\_/year, payable in monthly installments of \$ \_\_\_\_\_ ("Fixed Minimum Rent"); or (ii) 7% of "Gross Sales" (as hereinafter defined) during such year ("Percentage Rent"); **WHICHEVER SHALL BE THE LARGER AMOUNT.** Fixed Minimum Rent shall increase yearly by two percent (2%) over the previous Fixed Minimum Rent on each anniversary of the Commencement Date. "Rent" shall mean Fixed Minimum Rent and Percentage Rent collectively. "Additional Rent" shall mean all other monetary obligations of Lessee under this Lease including, but not limited to, Taxes (as hereinafter defined).

(b) Rent and Additional Rent shall be absolutely net to Lessor without any right of offset, deduction, claim or withholding by Lessee, so that this Lease shall yield to Lessor the Rent and Additional Rent specified during the Term. All costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid and performed by Lessee.

(c) Fixed Minimum Rent installments shall be paid on the first day of each month in advance. All payments of Fixed Minimum Rent, Percentage Rent, Taxes (as defined below) and other Additional Rent due under this Lease shall be made by electronic payment transactions through automated clearing

PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

34. NOTICES: All notices required or permitted under this Lease shall be in writing, and either (i) personally delivered, (ii) sent by Certified U.S. Mail, remm receipt requested, or (iii) sent by reputable, recognized overnight courier service: to Lessor at 4300 TBC Way, Palm Beach Gardens, Florida 33410-1300~~North Arlington Heights Road, Itasca, Illinois 60143~~, Attention: Vice President - Development, with a copy to the General Counsel, and to Lessee at the Premises or its home address or business office, or at such other place as either party may hereafter designate.

35. SUCCESSORS AND ASSIGNS: The covenants and conditions hereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, sublessees and assigns of the parties hereto.

36. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties regarding the leasing of the Premises and, excepting any obligations or habilities that survived the termination or expiration of any prior lease or sublease (which obhgations/liabilities shall continue to survive), supersedes any prior agreements or understandings relating thereto. Notwithstanding the foregoing, in the event that Lessee was disclosed with a Franchise Disclosure Document by Franchisor in conjunction with executing this Lease ("FDD"), then nothing in this Lease is intended to disclaim any representations by Franchisor in such FDD. This Lease may be modified or amended by, and only by, a written instmment executed by Lessor and Lessee.

37. SURVIVAL: Any rights, obligations and liabilities under this Lease which shall have previously accmed shall expressly survive the expiration or termination of this Lease.

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

Midas Realty Corporation

Lessee:

By: \_\_\_\_\_  
, Vice President

By: \_\_\_\_\_

Witness:

Guarantor(s):

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT F-2: MIDAS/SPEEDEE SHOP SUBLEASE**

Street  
City

This Midas/Speedee Shop Sublease ("Sublease"), dated \_\_\_\_\_, 20\_\_\_\_, is by and between Midas Realty Corporation, a Delaware corporation, of 4300 TBC Way, Palm Beach Gardens, Florida 33410-1300 ~~N. Arlington-Heights-Road, Itasca, Illinois-60143~~ ("Sublessor"), and \_\_\_\_\_, a \_\_\_\_\_, of \_\_\_\_\_ ("Sublessee").

1. SUBLEASE: (a) This is a Sublease and is subject to and subordinate in all respects to a certain lease dated \_\_\_\_\_ ("Head Lease"), between Sublessor as the lessee and \_\_\_\_\_, as the lessor ("Landlord"). A copy of the Head Lease is attached hereto as Exhibit A and by reference is incorporated herein.

(b) Sublessee expressly assumes and agrees to perform under this Sublease all of the covenants made by, and obligations imposed on, Sublessor as the lessee under the Head Lease. Sublessee agrees that nothing herein contained shall be deemed to grant Sublessee any rights which would conflict with any of the covenants and conditions of the Head Lease, and Sublessee agrees that it will do nothing in, on or about the Premises (as hereinafter defined) or fail to do anything which would result in the breach by Sublessor of its covenants and obligations under the Head Lease.

(c) Further, nothing contained herein shall be construed as a guarantee by Sublessor of any of the obligations, covenants, warranties, agreements or undertakings of the Landlord or as an absolute or unconditional undertaking by Sublessor on the same terms as are contained in the Head Lease. Notwithstanding anything herein to the contrary, in the event Sublessor becomes entitled as the lessee under the Head Lease, to make or forbear making any election, give or receive any notice, grant or withhold any approval, do any act, or otherwise enforce any right or exercise any remedy under any of the provisions of the Head Lease, Sublessor, in its sole and absolute discretion, may either take or forbear taking such action as it deems appropriate for the protection of its interests as the lessee, or may assign to Sublessee, without recourse upon or liability of any kind to Sublessor, such rights as Sublessor may have in the matter under the Head Lease. Without limiting the generality of the foregoing, Sublessee shall in no event have the right to exercise any right, privilege, or prerogative conferred upon the lessee in the Head Lease which relates in any way to construction, alteration, remodeling, reconstruction, restoration, or rebuilding of any improvements on the Premises, but Sublessor alone, as the lessee in the Head Lease, shall exercise all such rights, privileges, and prerogatives and shall enforce all such provisions so as to bring about, to the best of its ability, the construction, alteration, remodeling, reconstruction, restoration or rebuilding of improvements of substantially the character provided for in the Head Lease. Sublessee hereby expressly acknowledges that Sublessor has made no representations or warranties, express or implied, as to the adequacy, condition or usefulness of the building on the premises and any such representation or warranty, statutory or otherwise is hereby waived by Sublessee.

(d) This Sublease is and shall be subject and subordinate to any existing mortgage, deed of trust or other encumbrance now or hereafter placed against title to the Premises or the property of which the Premises are a part.

2. PREMISES: Sublessor hereby subleases to Sublessee and Sublessee hires from Sublessor the premises together with the Midas/Speedee Shop building thereon at \_\_\_\_\_ ("Premises") as described in the Head Lease.

not make an election of remedies until findings of fact are made by a court of competent jurisdiction. All rent and other consideration paid by any replacement tenants shall be applied, at Sublessor's option: first, to the costs of reletting, second, to the payment of all costs of enforcing this Sublease against Sublessee or any Guarantor, third, to the payment of all interest and service charges accruing hereunder, fourth, to the payment of Rent and Additional Rent previously accrued, and the residue, if any, shall be held by Sublessor and applied to the payment of other obligations of Sublessee to Sublessor as the same become due (with any remaining residue to be retained by Sublessor). Sublessor shall be under no obligation to observe or perform any provision of this Sublease on its part to be observed or performed which accrues after the date of an Event of Default. Sublessee hereby irrevocably waives any right otherwise available under Laws to redeem or reinstate this Sublease or Sublessee's right to possession after this Sublease or Sublessee's right to possession is terminated based on an Event of Default.

22. **GUARANTY FOR CORPORATE SUBLESSEE:** In consideration of the making of this Sublease by Sublessor at the request of the undersigned guarantor, Guarantor hereby guarantees to Sublessor the payment of the Rent and Additional Rent to be paid by Sublessee and the performance by Sublessee of all of the terms and conditions of, and Sublessee's obligations under, this Sublease. Guarantor hereby waives any notices hereunder or acceptance hereof, waives the requirement, if any, that Sublessor exhaust all remedies against Sublessee prior to enforcement of this guaranty, and consents to any extension of time, indulgence or waivers granted by Sublessor to Sublessee, or any other action or modification of the Sublease terms whereby the liability of Guarantor but for this provision would be released. Guarantor agrees to pay all of Sublessor's expenses, including attorneys' fees, incurred by Sublessor in enforcing this guaranty and Sublessee's obligations. If there is more than one Guarantor, they shall be jointly and severally obligated under this guaranty.

23. **NOTICES:** All notices required or permitted under this Sublease shall be in writing, and either (i) personally delivered, (ii) sent by certified mail, return receipt requested, or (iii) sent by reputable, recognized overnight courier service regularly providing proof of delivery to Sublessor at 4300 TBC Way, Palm Beach Gardens, Florida 33410-1300-North-Arlington-Heights-Road, Itasca, Illinois 60143, Attention: Vice President, with a copy to the General Counsel, and to Sublessee at the Premises or at its home or business address, or at such other place as either party may hereafter designate.

24. **HOLDING OVER:** If Sublessee remains in possession of the Premises after the termination or expiration of the existing Term, Sublessor may (in Sublessor's sole discretion), upon notice to Sublessee, deem Sublessee a tenant on a month-to-month basis with all Sublessee's obligations, liabilities, covenants, representations and warranties in this Sublease, except that Fixed Minimum Rent shall be automatically increased by 50% and the Percentage Rent rate increased by 3%. In the absence of such month-to-month notice being given by Sublessor, Sublessee shall be deemed a hold over tenant and nothing herein or the acceptance or retention of Rent by Sublessor shall be deemed a consent to holding over by Sublessee.

25. **MISCELLANY:** (a) The words "Sublessor" and "Sublessee" shall mean respectively all parties Sublessor or Sublessee, regardless of number, and the word "he" shall be synonymous with "she," "it" and "they," and the word "his" shall be synonymous with "her," "its" and "their."

(b) No waiver by Sublessor of any provision or undertaking hereunder shall be valid unless in writing signed by an officer of Sublessor. No waiver by either party hereto of any provision or default hereunder, whether in a single instance or repeatedly, shall be deemed a tuture waiver of such provision or default.

(c) The covenants and conditions hereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

**EXHIBIT F-3: OPTION AND SHOP LEASE**

**ATTORNEY CONSULTATION: THIS IS A LEGALLY BINDING DOCUMENT. PRIOR TO SIGNING IT, LESSOR/FRANCHISEE SHOULD CONSULT WITH HIS OR HER ATTORNEY REGARDING MUTUALITY OF OBLIGATIONS, RELEVANT STATE LAW AND LOCAL STATUTES, ORDINANCES AND CUSTOMS IN GENERAL AND LANDLORD AND TENANT LAW IN PARTICULAR.**

**OPTION AND SHOP LEASE**

Address  
City, State

This Option and Shop Lease, dated \_\_\_\_\_, 20\_\_, is by and between \_\_\_\_\_, with an office at \_\_\_\_\_ ("Lessor"), and Midas Realty Corporation, with an office at 4300 TBC Way, Palm Beach Gardens, Florida 33410-1300-North Arlington-Heights Road, Itasca, Illinois 60143 ("Lessee").

WHEREAS, Lessor (or its owner(s)) is, owns or controls, in whole or in part, the "Franchisee" under a franchise agreement ("Franchise Agreement") with Lessee's affiliate(s), Midas International Corporation and/or Speedee Worldwide Corporation (such affiliates, individually and collectively, "Franchisor"), for the Midas, Speedee or Midas/Speedee co-branded shop at \_\_\_\_\_ ("Shop"); and

WHEREAS, Franchisor requires as a condition for the grant of the Franchise Agreement, that Franchisor (through Lessee) have the right to maintain control of the Shop real estate in the event of the termination or expiration of the Franchise Agreement in order to ensure the continued presence of a Franchisor-branded facility; and

WHEREAS, Lessor and Lessee intend for this Option and Shop Lease to establish the right and option of Lessee to lease the Shop real estate in the event of the termination or expiration of the Franchise Agreement and to establish the terms and provisions of such lease.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the sufficiency of which are hereby acknowledged, the parties, intending to be fully and completely bound, hereby agree as follows:

**A. RIGHT TO LEASE.** Lessor hereby grants to Lessee the right and option to lease ("Option"), on the terms and conditions hereinafter set forth, the real estate commonly known as \_\_\_\_\_, including the automotive repair facility thereat and the easements, appurtenances, hereditaments, rights and privileges appurtenant thereto, which real estate is legally described on Exhibit A hereto ("Premises"). Lessee may exercise the Option by giving written exercise notice to Lessor ("Exercise Notice") within 30 days following the termination or expiration of the Franchise Agreement. If Lessee does not give Lessor an Exercise Notice within such 30-day period, this Option and Shop Lease shall automatically terminate. In this agreement: (i) the termination of the Franchise Agreement shall include a termination for any reason or due to any cause or circumstance and shall mean the date the termination is effective as opposed to the date of the termination notice; and (ii) the expiration of the Franchise Agreement shall mean the expiration date of the term of the Franchise Agreement. In this Agreement, the term "Franchise Agreement" shall from time to time include, in

I. NOTICES. All notices required or permitted hereunder shall be in writing and either (i) personally delivered, (ii) sent Certified U.S. Mail, return receipt requested, or (iii) sent by reputable, recognized overnight courier service regularly providing proof of delivery, to Lessor at the address designated by Lessor (or in the absence of such designation, at Lessor's address in the heading hereof) and to Lessee at 4300 TBC Way, Palm Beach Gardens, Florida 33410-1-300-North-Arlington-Hoights Road, Itasca, Illinois 60143, Attention: Vice President - Development, with a copy to the General Counsel, or at such other place as either party may designate. Notice shall be effective upon delivery (if personally delivered) or on the delivery date indicated by the post office or courier on its proof of delivery receipt or electronic version thereof

J. SUCCESSOR AND ASSIGNS. The covenants and conditions hereof shall be binding upon and/or inure to the benefit of the heirs, executors, administrators, successors, sublessees and assigns of the parties hereto, including but not limited to subsequent owners of fee title to the Premises, whether by purchase or otherwise, and shall be and remain covenants running with the land during the term of this Option and Shop Lease and the Term which may result from the exercise of the rights herein granted to Lessee. Upon a conveyance of the Premises, Lessor shall be relieved of all further obligations under this Option and Shop Lease except as to the obligations set forth in Section C hereof for the period prior to such conveyance by Lessor.

K. ENTIRE AGREEMENT. This Option and Shop Lease constitutes the entire agreement between the parties regarding Lessee's right to lease the Premises (when triggered by the termination or expiration of the Franchise Agreement) and, excepting any obligations or liabilities that survived the termination or expiration of any prior lease, sublease, option or lease assignment (which obligations/liabilities shall continue to survive), supersedes any prior agreements or understandings relating thereto. Notwithstanding the foregoing, in the event that Lessor was disclosed with a Franchise Disclosure Document by Franchisor in conjunction with executing this Option and Shop Lease ("FDD"), then nothing in this Option and Shop Lease is intended to disclaim any representations by Franchisor in such FDD. This Option and Shop Lease may be modified or amended by, and only by, a written instrument executed by Lessor and Lessee.

L. ENFORCEMENT. Lessor and Lessee agree that they shall pay the reasonable costs and expenses incurred by the prevailing party in any action or proceeding (not including any rent arbitration pursuant to Section 3 hereof) to enforce the provisions of this Option and Shop Lease, including reasonable attorneys' fees.

M. TERMS OF LEASE. Upon Lessee's exercise of the Option, the following shall be the terms and provisions of the Lease:

1. DEMISE OF PREMISES. Lessor, in consideration of the rents and covenants contained herein, hereby leases to Lessee, on the following terms and conditions, the real estate commonly known as \_\_\_\_\_, including the automotive repair facility thereon and the easements, appurtenances, hereditaments, rights and privileges appurtenant thereto, which real estate is legally described on Exhibit A hereto ("Premises").

2. TERM. (a) The preliminary term of this Lease ("Preliminary Term") shall be 120 days and shall commence when Lessee gives the Exercise Notice ("Commencement Date"). Lessee shall have the right to terminate this Lease by giving Lessor 30 days notice of termination at any time during the Preliminary Term.

Note: The following Subsection 2(a) appears in the Option and Shop Lease used for franchise renewals and in certain other scenarios:

seq. (42 U.S.C. Sec. 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601).

(d) "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

26. NOTICES: All notices required or permitted hereunder shall be in writing and either (i) personally delivered, (ii) sent Certified U.S. Mail, return receipt requested, or (iii) sent by reputable, recognized overnight courier service regularly providing proof of delivery, to Lessor at the place where rent is payable and to Midas Realty Corporation (as Lessee and MRC) at 4300 TBC Way, Palm Beach Gardens, Florida 33410-1300—~~North-Arlington-Heights-Road, Itasca, Illinois—60143~~, Attention: Vice President - Development, with a copy to the General Counsel, or elsewhere as either party designates. Notice shall be effective upon delivery (if personally delivered) or on the delivery date indicated by the post office or courier on its proof of delivery receipt or electronic version thereof

27. SURRENDER OF PREMISES. Except as provided in Section 22 hereof, upon the expiration or termination of this Lease, Lessee shall peaceably quit and surrender the Premises to Lessor in a condition substantially equivalent to their condition at the Commencement Date, reasonable wear and use excepted.

28. SUCCESSOR AND ASSIGNS. The rights, obligations, covenants and conditions of and for Lessor and Lessee shall be binding upon and inure to the benefit of their heirs, executors, administrators, successors, sublessees and assigns, including but not limited to subsequent holder of fee title to the Premises. Upon a conveyance of the Premises by Lessor, Lessor shall be relieved of all further obligations under this Lease except with respect to the obligations set forth in Section 25 hereof for the period prior to such conveyance by Lessor.

29. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties regarding the leasing of the Premises and, excepting any obligations or liabilities that survived the termination or expiration of any prior lease, sublease, option or lease assignment (which obligations/liabilities shall continue to survive), supersedes any prior agreements or understandings relating thereto. Notwithstanding the foregoing, in the event that Lessor was disclosed with a Franchise Disclosure Document by Franchisor in conjunction with executing the Option and Shop Lease out of which this Lease arose ("FDD"), then nothing in this Lease is intended to disclaim any representations by Franchisor in such FDD. This Lease may be modified or amended by, and only by, a written instrument executed by Lessor and Lessee.

30. FORCE MAJEURE. The period of time during which Lessor or Lessee is prevented from performing any act required to be performed under this Lease (other than Lessee's direct monetary obligations) or by reason of fire, catastrophe, strikes, lockouts, civil commotion, acts of God, the public enemy, governmental prohibitions or preemptions, embargoes, inability to obtain material or labor by reason of governmental regulations or prohibitions, the act or default of the other party, delays occasioned by the adjustment of any casualty loss, or other events beyond the reasonable control of Lessor or Lessee, as the case may be, shall be added to the time for performance of such act.

31. ESTOPPEL CERTIFICATE. Upon request of either party, the other party shall, within 10 business days, deliver to the requesting party a written estoppel statement certifying and stating: that this Lease is in full force and effect; any amendments or modifications; the dates to which the rent and other payments due have been paid; whether or not either party is, to the knowledge of the certifying party, in

## EXHIBIT F-4: CONDITIONAL ASSIGNMENT OF LEASE

Street address  
City, State

On this \_\_\_\_\_, 20\_\_\_\_, in consideration of Midas International Corporation and/or SpeedDee Worldwide Corporation (individually and collectively, "Franchisor") granting \_\_\_\_\_ ("Assignor") a franchise to operate a Midas shop, a SpeedDee shop or a Midas/SpeedDee co-branded shop at \_\_\_\_\_ ("Premises"), pursuant to a franchise agreement ("Franchise Agreement"), Assignor hereby assigns, grants and conveys to Midas Realty Corporation (an affiliate of Franchisor), its nominees, successors or assigns ("Assignee"), all of Assignor's right, title and interest, including any security deposit, as tenant, in and to the lease ("Lease") dated \_\_\_\_\_, for the Premises, wherein \_\_\_\_\_ ("Lessor") is the landlord, a copy of which is attached hereto and incorporated herein as Exhibit A ("Assignment"). Assignor represents, warrants and covenants that: it is the tenant under the Lease; Exhibit A represents a true and complete copy of the Lease including all attachments and amendments; the Lease is in full force and effect and there is no default under the Lease; and Assignor shall not amend or terminate the Lease without Assignee's advance written consent. Provided, however, the Assignment is subject to the following conditions:

1. The Assignment is conditional and shall become effective and operative ("Triggered") each time any of the following events occurs:

(a) The Franchise Agreement expires or is terminated by either party for any reason, by its terms, by law or by court or arbitrator's order. The term Franchise Agreement shall also include: (i) any extensions of the term of the Franchise Agreement; (ii) any renewal, successor, restated or reinstated Midas and/or SpeedDee franchise agreement relating to the Premises; and (iii) in Assignee's sole discretion, an operating agreement or license under which the Midas, SpeedDee or Midas/SpeedDee shop continues in operation from time to time following the termination or expiration of the Franchise Agreement; or

(b) Assignor defaults, or is alleged to have defaulted, under the Lease. Assignor shall immediately notify Assignee in writing of any default or alleged default by Assignor upon defaulting or receiving a default notice and shall give Assignee a copy of such default notice. Assignor grants Assignee the right to cure any default or alleged default by Assignor; or

(c) Assignor does not exercise a renewal option under the Lease ("Renewal") at least 30 days prior to the deadline for exercising the Renewal or Assignor informs Assignee that Assignor does not intend to exercise the Renewal; provided, however, the Assignment shall not become effective and operational under this subparagraph (c) if: (i) Franchisor had previously given Assignor written approval for relocating the franchise to a specific location; or (ii) Assignor had previously given Assignee written notice that it intends to negotiate a Lease extension on different terms than are applicable to the Renewal and Assignor is, in fact, diligently conducting such negotiations. Assignor authorizes Assignee or Franchisor to inquire of Lessor whether Assignor has exercised a Renewal or is conducting negotiations to extend the Lease or about other matters related to the Lease and Premises.

2. In the event the Assignment is Triggered and Assignee exercises the Assignment, Assignor shall surrender and deliver possession of the Premises to Assignee upon ten (10) days written notice from Assignee. If Assignor fails to deliver possession within ten (10) days, Assignor agrees that Assignee shall have the right to enter, and take possession of, the Premises without process of law or to

thereunder, or any subsequent Franchisor franchise agreement relating to the Premises is in effect ("New Lease"). Assignor agrees to (a) promptly notify Assignee of any exercised Renewal, extension of the term of the Lease or New Lease, (b) provide Assignee a copy of any agreements or notices relating to any exercised Renewal or extension of the term of the Lease and a copy of any New Lease, and (c) sign, upon request, an acknowledgment, in form satisfactory to Assignee, of the applicability of the Assignment to any exercised Renewal, extension of the term of the Lease or New Lease. If the person or entity exercising a Renewal, extending the term of this Lease or entering into a New Lease is not Assignor but is Franchisee or an owner or affiliate of Assignor or Franchisee, Assignor agrees to cause such person or entity to perform the obligations in parts (a), (b) and (c) of this paragraph.

11. Notices hereunder shall be in writing and sent: to Assignor at the Premises or Assignor's business office or home address; to Lessor at the address(s) specified in the Lease for notices or rent payment or at its business office; and to Assignee at 4300 TBC Way, Palm Beach Gardens, Florida 33410~~3300 Arlington Heights Road, Itasca, Illinois 60143.~~

In witness whereof, the parties have executed this CAL.

ASSIGNOR:

ATTEST/WITNESS:

By: \_\_\_\_\_

By: \_\_\_\_\_

The undersigned hereby agree to observe, perform, and be bound by Assignor's obligations under the foregoing CAL and Assignment.

**LESSOR'S CONSENT TO CONDITIONAL ASSIGNMENT OF LEASE**

Lessor hereby: consents to the terms of the foregoing CAL and the Assignment including its applicability to any Renewal, extension of the term and New Lease; agrees that any further assignment of the Lease or sublease of the Premises by Assignor to a third party shall be subject and subordinate to Assignee's rights under the CAL which shall not be affected by such assignment or sublease; agrees that the CAL shall be recorded against title to the Premises (provided, however, Assignee shall be obligated to execute and deliver to Lessor a recordable release of the CAL upon expiration of Assignee's rights under the CAL); agrees to give Assignee a copy of any default notice Lessor serves on Assignor at the same time Lessor serves such notice on Assignor; agrees that Assignee shall have the same right and opportunity to cure such default as Assignor is given under the Lease; agrees, upon Assignee's request, to promptly inform Assignee whether Assignor has exercised a Renewal or is conducting negotiations to extend the Lease; agrees that Assignee, as successor tenant, shall have the right to exercise any Renewal; and agrees to recognize Assignee or its nominee as the successor tenant under the Lease in the event that the Assignment becomes operative at the election of Assignee.

LESSOR:

ATTEST/WITNESS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

5. The following language is added to the end of Item 17 of the Disclosure Document:

~~Despite any contradicting provision in the Franchise and Trademark Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law. Under Maryland law, we must give you this Disclosure Document at the earlier of the first personal meeting to discuss the franchise sale or at least 10 business days before you sign a binding agreement with or make a payment to, us in connection with the proposed franchise sale.~~

## MINNESOTA

1. The following language is added to the end of Item 13 of the Disclosure Document:

If you have complied with all of our requirements that apply to the Marks, we will protect your right to use the principal Mark and indemnify you from any loss, costs, or expenses arising out of any claims, suits, or demands regarding your use of the principal Mark, in accordance with and to the extent required by Minn. Stat. Sec. 80C.12. Subd. 1(g).

2. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise and Trademark Agreement and 180 days' notice for non-renewal of the Franchise and Trademark Agreement.

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

Any release required as a condition of renewal or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

## NEW YORK

1. The following information is added to the State Cover Page of the Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT F OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN

**RIDER TO THE MIDAS INTERNATIONAL CORPORATION AND SPEEDEE WORLDWIDE CORPORATION  
MIDAS/SPEEDEE FRANCHISE AND TRADEMARK AGREEMENT  
FOR USE IN MARYLAND**

THIS RIDER (this "Rider") is made as of \_\_\_\_\_, 20\_\_\_, by and among MIDAS INTERNATIONAL CORPORATION, a Delaware corporation ("Midas"), SPEEDEE WORLDWIDE CORPORATION, a Delaware corporation ("SpeeDee"), and \_\_\_\_\_, a(n) \_\_\_\_\_ (hereinafter referred to as "Franchisee"). Midas and SpeeDee are hereinafter referred to collectively as "Franchisor."

1. **Background.** Franchisor and Franchisee are parties to that certain Midas/SpeeDee Franchise and Trademark Agreement that has been signed concurrently with the signing of this Rider (the "Franchise and Trademark Agreement"). This Rider is annexed to and forms part of the Franchise and Trademark Agreement. This Rider is being signed because (a) Franchisee is a resident of the State of Maryland, and/or (b) Franchisee's Co-Branding Shop will be located or operated in Maryland.

2. **Releases.** The following language is added to the end of Sections 8.5(f) and 10.3(a)(iv) of the Franchise and Trademark Agreement:

However, such general release will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **Insolvency.** The following language is added to the end of Section 9.4(b) of the Franchise and Trademark Agreement:

; termination upon bankruptcy might not be enforceable under federal insolvency law (11 U.S.C. Sections 101 et seq.), but Franchisor and Franchisee agree to enforce this provision to the maximum extent the law allows.

4. **Governing Law and Venue.** The following language is added to the end of Section 16.3 of the Franchise and Trademark Agreement:

However, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law. In addition, subject to the parties' arbitration obligations, Franchisee may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **Limitation of Claims.** The following language is added as a new Section 17.15 of the Franchise and Trademark Agreement:

Nothing in this Agreement shall act to reduce the three (3) year statute of limitations afforded Franchisee for bringing a claim under the Maryland Franchise Registration and Disclosure Law. Nothing in this Agreement is intended to nor shall it act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

### ITEM 23: RECEIPT (Your Copy)

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Midas International Corporation and Speedee Worldwide Corporation offer you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan and Washington require that we give you this disclosure document a least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Midas International Corporation and Speedee Worldwide Corporation do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the appropriate state agency identified on Exhibit G.

The name, principal business address and telephone number of each franchise seller offering the franchise are: \_\_\_\_\_

The issuance date of this Franchise Disclosure Document is March 28, 2012, as amended July 17 May-23, 2012\*. We authorize the respective state agents identified on Exhibit G to receive service of process for us in the particular states. (\* The effective dates for this Franchise Disclosure Document for certain specified states are listed on the third page of this document.)

I have received a Disclosure Document dated March 28, 2012, as amended July 17 May-23, 2012\* that included the following Exhibits:

- |      |   |     |  |
|------|---|-----|--|
| A-1  | Co-Branding Franchisees as of December 31, 2011               | E-1 | End User License Agreement                             |
| A-2  | Midas Franchisees as of December 31, 2011                     | E-2 | Software Maintenance Program Agreement                 |
| A-3  | Speedee Franchisees as of December 31, 2011                   | E-3 | R.O. Writer Central Service Agreement                  |
| A-4  | Former Midas Franchisees                                      | F-1 | Midas/Speedee Shop Lease                               |
| A-5  | Former Speedee Franchisees                                    | F-2 | Midas/Speedee Shop Sublease                            |
| B    | Financial Statements  | F-3 | Option and Shop Lease                                  |
| C-1  | Application for Co-Branding Shop Franchise                    | F-4 | Conditional Assignment of Lease                        |
| C-2  | Franchise Applicant Questionnaire                             | F-5 | Co-Branding Amendment to Real Estate Agreement         |
| D-1  | Midas/Speedee Franchise and Trademark Agreement               | F-6 | Assignment of Lease/Sublease                           |
| D-2  | Personal Guaranty   | G   | State Administrators and Agents for Service of Process |
| D-3  | Subordination Agreement                                       | H   | TBC Corporation Guarantee of Performance               |
| D-4  | Participation Commitment and Agreement                        | I   | Additional State Disclosures & Addenda                 |
| D-5  | ACH Agreement   |     |  |
| D-6  | Fleet Program Participation Amendment                         |     |  |
| D-7  | Assignment of Midas/Speedee Franchise and Trademark Agreement |     |  |
| D-8  | Standard Release Form   |     |  |
| D-9  | Assumption of Shop Obligations                                |     |  |
| D-10 | Renewal Agreements  |     |  |
| D-11 | Incentive Program Promissory Note                             |     |  |
| D-12 | Grand Opening Incentive Program Agreement                     |     |  |
| D-13 | Conversion Marketing Incentive Program Agreement              |     |  |

KEEP THIS COPY FOR YOUR RECORDS. This Disclosure Document is also available in .pdf format upon request.

Date

Prospective Franchisee (Print Name)

Prospective Franchisee (Sign Name)

R-1  
RECEIPT

### ITEM 23: RECEIPT (Our Copy)

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D-5	ACH Agreement		
D-6	Fleet Program Participation Amendment		
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D-8	Standard Release Form		
D-9	Assumption of Shop Obligations		
D-10	Renewal Agreements		
D-11	Incentive Program Promissory Note		
D-12	Grand Opening Incentive Program Agreement		
D-13	Conversion Marketing Incentive Program Agreement		

Please sign and date this Receipt page. Please return it to us via fax (630) 438-7991, mail: 4300 TBC Way, Palm Beach Gardens, FL 33410 ~~101-300 Arlington-Heights-Road, Itasca, Illinois 60143~~, or as we otherwise instruct. This Disclosure Document is also available in .pdf format upon request.

Date

Prospective Franchisee (Print Name)

Prospective Franchisee (Sign Name)