

FRANCHISE DISCLOSURE DOCUMENT



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



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

The total investment necessary to convert an existing retail tire center to a TIRE PROS Center is \$11,995 to \$136,745. The total investment necessary to begin operation of a start-up TIRE PROS Center is \$278,975 to \$503,725. This includes \$7,000 to \$27,000 in various costs that must be paid to us or our affiliate.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Carmi Henderson at 12200 Herbert Wayne Court, Suite 150, P.O. Box 1251, Huntersville, North Carolina 28070-1251 and (704) 805-6860.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this Disclosure Document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at

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

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

Issuance Date: April 30, 2024

As Amended : ~~January 30~~March 10, 2025

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

| QUESTION | WHERE TO FIND INFORMATION |
|--|--|
| How much can I earn? | Item 19 may give you information about outlet sales, costs, profits and losses. You should also try to obtain this information from others, like current and former franchisees. You can also find their names and contact information in Exhibit H. |
| How much will I need to invest? | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| Does the franchisor have the financial ability to provide support to my business? | Item 21 or Exhibit G includes financial statements. Review these statements carefully. |
| Is the franchise system stable, growing, or shrinking? | Item 20 summarizes the recent history of the number of company-owned and franchised outlets. |
| Will my business be the only TIRE PROS business in my area? | Item 12 and "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you. |
| Does the franchisor have a troubled legal history? | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| What's it like to be a TIRE PROS franchisee? | Exhibit H list current and former franchisees. You can contact them to ask about their experiences. |
| What else should I know? | These questions are only a few things you should look for. Review all 23 items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

What You Need To Know About Franchising In General

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by arbitration and litigation only in the State of North Carolina. Out-of-state arbitration and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitration and litigation with us in North Carolina than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty, advertising and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provider services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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

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

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

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

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

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

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS

SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

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

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

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

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

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

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

* * * *

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

* * * *

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

* * * *

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

* * * *

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

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

ITEM PAGE

| | |
|---|---------------|
| ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES..... | 1 |
| ITEM 2. BUSINESS EXPERIENCE..... | 3 |
| ITEM 3. LITIGATION..... | 34 |
| ITEM 4. BANKRUPTCY..... | 4 |
| ITEM 5. INITIAL FEES..... | 47 |
| ITEM 6. OTHER FEES..... | 54 |
| ITEM 7. ESTIMATED INITIAL INVESTMENT..... | 87 |
| ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES..... | 13 |
| ITEM 9. FRANCHISEE’S OBLIGATIONS..... | 17 |
| ITEM 10. FINANCING..... | 18 |
| ITEM 11. FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING..... | 18 |
| ITEM 12. TERRITORY..... | 25 |
| ITEM 13. TRADEMARKS..... | 26 |
| ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION..... | 27 |
| ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS..... | 29 |
| ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL..... | 29 |
| ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP..... | 29 |
| ITEM 18. PUBLIC FIGURES..... | 32 |
| ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS..... | 32 |
| ITEM 20. OUTLETS AND FRANCHISEE INFORMATION..... | 32 |
| ITEM 21. FINANCIAL STATEMENTS..... | 44 |
| ITEM 22. CONTRACTS..... | 44 |
| ITEM 23. RECEIPT..... | 44 |

EXHIBITS

| | |
|------------|---|
| Exhibit A: | Tire Pros Francorp, LLC Franchise Agreement, Schedules A-F (including State Specific Addendums to Franchise Agreement) |
| Exhibit B: | Confidentiality Agreement |
| Exhibit C: | 2024 GOLD Dealer Participation Agreement |
| Exhibit D: | Dealer Portal Terms and Conditions |
| Exhibit E: | Torqata – Subscription Agreement |
| Exhibit F: | State Specific Addenda |

| | |
|------------|--|
| Exhibit G: | Financial Statements |
| Exhibit H: | List of Current Franchisees |
| Exhibit I: | List of Franchisees Who Have Left the System |
| Exhibit J: | State Agencies and Administrators & Franchisor's Agents for Service of Process |
| Exhibit K: | Operations Manual Table of Contents |
| Exhibit L: | General Release |
| Exhibit M: | State Effective Dates |
| Exhibit N: | Receipt(s) |

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

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

~~We conduct business under the name Tire Pros Francorp, LLC.~~ We are a single member California limited liability company. ~~Prior to this time, we were~~ [We were established in 2025 following the sale of substantially all assets of our predecessor’s parent, American Tire Distributors, Inc., to Asphalt Buyer II, LLC, a Delaware limited liability company. Prior to this transaction, the company conducted business under the name of our predecessor, Tire Pros Francorp, LLC a California Limited Liability Company \(together with Asphalt Tire Pros Francorp, LLC d/b/a Tire Pros Francorp., “Tire Pros” or “Tire Pros Francorp”\). Tire Pros Francorp LLC was originally known as Tire Pros Francorp, Inc., a California corporation.](#) ~~We converted our California corporation to the California limited liability company on December 18, 2018. Our former California, which~~ corporation was organized on June 16, ~~1988~~ [1998](#). [On December 18, 2018, Tire Pros Francorp converted its California corporation to a California limited liability company, Tire Pros Francorp.](#) The principal business address and telephone number for us is 12200 Herbert Wayne Court, Suite 150, P.O. Box 1251, Huntersville, North Carolina 28078; (704) 992-2000.

Agent for Service of Process

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

Predecessor in Interest

We have no predecessors in interest.

Parents and Affiliates

We are a wholly owned subsidiary of [Asphalt Buyer II, LLC d/b/a American Tire Distributors, a Delaware limited liability company formed on January 3, 2025. and a continuation of](#) American Tire Distributors, Inc. ([collectively, “ATD”](#)).

ATD commenced business in 1935 and is a supplier of tires to the replacement tire market in the United States. ATD’s principal business address and telephone number is 12200 Herbert Wayne Court, Suite 150, P.O. Box 1251, Huntersville, North Carolina 28070-1251; (704) 992-2000. ATD has never offered franchises in any line of business. It operates more than 100 distribution centers in the United States servicing tire dealers across the United States.

ATD sells tires, wheels and related products and services to TIRE PROS Centers and to non-Tire Pros centers and, therefore, as a TIRE PROS franchisee, you may face competition from one or more dealers who purchase tires and services from ATD. ATD administers many manufacturer-based programs that assist dealers in marketing specific tire brands. Some of these manufacturer-based programs offer participating dealers (including both TIRE PROS Centers and non-Tire Pros centers) the ability to earn

additional revenues and other rewards. You should be aware that your purchase of a TIRE PROS franchise does not necessarily limit the number or quality of retailer dealers you are likely to compete against.

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

The Business

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

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

The Franchise Being Offered

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

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

Applicable Regulations

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

(“DSS”). Additionally, you are responsible for compliance with those laws that apply to all businesses including employment, worker’s compensation, insurance, corporate, tax and licensing laws.

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

ITEM 2. BUSINESS EXPERIENCE

~~Interim~~ Chief Executive Officer: ~~Michael Feder~~Ira B. Silver

Mr. ~~Feder~~Silver became our ~~Interim~~ Chief Executive Officer in ~~August 2024~~March 2025, and serves in his present capacities in Huntersville, ~~NC~~North Carolina. Mr. ~~Feder~~Silver is also the ~~Interim~~ Chief Executive Officer of our Parent company, ~~ATD~~Asphalt Buyer II, LLC d/b/a American Tire Distributors. Prior to becoming the company's ~~President and~~ Chief Executive Mr. ~~Feder served as a Managing Director of Alix Partners from 1999 until his retirement from the company in 2022~~Silver was President, East Region at U.S. AutoForce from January 2022 through March 2025. Prior to his tenure at U.S. AutoForce, Mr. Silver served as President and CEO of Max Finkelstein, Inc. (MFI). Mr. Silver was with MFI for over 30 years.

Chief Operating Officer: Sean P. Franciscus

Mr. Franciscus has been our Chief Operating Officer since March 2025, and serves in his present capacities in Huntersville, North Carolina. Mr. Franciscus is also the Chief Operating Officer of our Parent company, Asphalt Buyer II, LLC d/b/a American Tire Distributors. Prior to becoming the company's Chief Operating Officer, Mr. Franciscus served as Chief Operating Officer of Max Finkelstein, Inc. (MFI) from September 2016 – October 2023.

~~President: Gregory Bell~~

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

Associate General Counsel, Vice President and ~~Treasurer: Josh Lewis~~Secretary: Robert Toms, IV

~~Mr. Lewis became our Vice President and Treasurer in October 2024 and serves in his present capacities in Huntersville, NC. Mr. Lewis is also the Interim Chief Financial Officer and Senior Vice President, Corporate Strategy and Planning of our Parent company, ATD. Mr. Lewis also served in various capacities with our Parent company, ATD, including Vice President, Corporate Strategy and Planning/Continuous Improvement Chief of Staff to CEO (October 2023 – October 2024) and Director, Corporate Strategy and Transformation (July 2021 – October 2023). Prior to joining ATD, Mr. Lewis served as Vice President of AlixPartners from 2019 – 2021).~~

~~Vice President: Rebecca Sinclair~~

~~Ms~~Mr. Sinclair became ~~Toms has been~~ our Associate General Counsel, Vice President ~~in March 2017, and the Chief People Officer for our Parent company, ATD, in, and Secretary since~~ February ~~2017. She~~2025 and serves in ~~her~~his present capacities in Huntersville, ~~NC~~.

North Carolina. Vice President and Secretary: Robert Toms, IV

Mr. Toms ~~became our~~ is also Associate General Counsel, Vice President, and Secretary ~~in October 2024 and has been the Deputy General Counsel for our Parent of our parent~~ company, ~~ATD since November 2023~~Asphalt Buyer II, LLC. Mr. Toms ~~also served in various capacities with our Parent company, ATD, including~~ as Assistant General Counsel of Tire Pros Francorp from October 2024 to February 2025. Additionally, prior to that role, Mr. Toms held various positions with American Tire Distributors, Inc., including Deputy General Counsel (November 2023 – February 2025), Associate General Counsel (November 2022 – November 2023), Assistant General Counsel - Business Law (July 2020 – November 2022) and Director – Compliance and Senior Corporate Counsel (February 2018 – July 2020).

President: Gregory Bell

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

Director of Franchise Operations: Brent Nix

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

Franchise Development Manager: Benjamin (Ben) Anderson

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

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

In Re: American Tire Distributors Inc., Case No. 24-12391; In the Federal Bankruptcy Court for the District of Delaware; filed ~~10/22/2024. Our parent company, and we, along with~~ October 22, 2024. American Tire Distributors, Inc., Tire Pros Francorp and eleven (11) other affiliates ~~of our ultimate parent company~~ (collectively, the “Debtors”) filed for bankruptcy protection under chapter 11 of the Bankruptcy Code. ~~This filing was made in connection with ATD’s efforts to restructure its financial affairs and operations, as part of a broader strategy to ensure the continued viability of the business. In conjunction with the filing for bankruptcy protection, the Debtors adopted resolutions authorizing each to pursue the sale of assets, secure debtor in possession (DIP) financing and engage in other restructuring actions. The resolutions also granted designated officers the authority to take necessary actions, including filing documents and maintaining operations during the process, to facilitate the restructuring and protection of interests of creditors and stakeholders. These bankruptcy proceedings are currently ongoing and the resolution of the case, including any potential reorganization plan or asset sale, is still pending before the United States Bankruptcy Court for the District of Delaware. The Debtors in these chapter 11 cases are:~~ The Debtors elected to pursue a sale under Section 363 of the Bankruptcy Code. On November 26, 2024, as amended February 9, 2025, and February 21, 2025, Debtor and Asphalt Buyer LLC, entered into an Asset Purchase Agreement. On February 11, 2025, the Bankruptcy Court entered an Order approving the sale and the closing of the Asset Purchase Agreement pursuant to which Asphalt Buyer, LLC purchased the assets of Debtors (the “Sale Order”). The Asset Purchase Agreement and related transactions closed on February 28, 2025. As a result of the sale, American Tire Distributors, Inc. (parent), Case No.: 24-12391-CTG; became Asphalt Buyer II, LLC d/b/a American Tire Distributors Inc., and Tire Pros Francorp, LLC (franchisor), Case No.: 24-12401-CTG (jointly administered); ATD New Holdings II, Inc. (affiliate), Case No.: 24-12392-CTG (jointly administered); ATD New Holdings III, Inc. (affiliate), Case No.: 24-12393-CTG (jointly administered); ATD New Holdings, Inc. (affiliate), Case No.: 24-12394-CTG (jointly administered); Sourcing Solutions, LLC (affiliate), Case No.: 24-12395-CTG (jointly administered); Technology Solutions Inc. (affiliate), Case No.: 24-12396-CTG (jointly administered); FLX FWD Logistics, LLC (affiliate), Case No.: 24-12397-CTG (jointly administered); Hercules Tire International Inc. (affiliate), Case No.: 24-12398-CTG (jointly administered); Terry’s Tire Town Holdings, LLC (affiliate), Case No.: 24-12399-CTG (jointly administered); The Hercules Tire & Rubber Company (affiliate), Case No.: 24-12400-CTG (jointly administered); Tirebuyer.com, LLC (affiliate), Case No.: 24-12402-CTG (jointly administered); and Torqata Data and Analytics LLC (affiliate), Case No.: 24-12403-CTG (jointly administered). became Asphalt Tire Pros Francorp, LLC d/b/a Tire Pros Francorp. The location of Debtors’ principal place of business and the Debtors’ mailing address in these chapter 11 cases is 12200 Herbert Wayne Court, Huntersville, NC 28078. The Asset Purchase Agreement and resulting sale approved by the court did not affect our relationship with our franchisees nor did it change in any material manner how we do business with our franchisees.

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

ITEM 5. INITIAL FEES

Initial Franchise Fee

Tire Pros FDD (2024)

~~The Initial Franchise Fee for a Tire Pros franchise is \$7,000 (“Initial Franchise Fee”). You must pay us this fee when you sign the Franchise Agreement, EXCEPT for the states listed in Exhibit F (State Specific Addenda to FDD), which require deferral of the Initial Franchise Fees and payments owed by franchisees to franchisor to be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. If you purchase multiple franchises, we will reduce the Initial Franchise Fee to \$2,000 for each additional franchise you purchase after your initial TIRE PROS Center. During 2023, our standard Initial Franchise Fee was \$7,000. During 2023, our standard Initial Franchise Fee for an additional Center was~~

~~\$2,000. During 2023 we waived the Initial Franchise Fee 14 times. If you are a United States military veteran who received at least a general discharge (“Veteran”) we will discount the Initial Franchise Fee by 50% (\$3,500), and if you are purchasing an additional Tire Pros Center, we will discount the \$2,000 Initial Franchise Fee for each additional Tire Pros franchise by 50% (\$1,000). The Initial Franchise Fee(s) are not refundable under any circumstance.~~

Pre-Opening Purchases

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

ITEM 6. OTHER FEES

| (Column 1) Type of Fee (Note 1) | (Column 2) Amount | (Column 3) Due Date | (Column 4) Remarks |
|---|---|---------------------|--|
| Franchise Fee | Currently \$695 per month for the first Center | 20th of each month | If you operate multiple Centers, we will reduce the Monthly Franchise Fee (“Monthly Franchise Fee. We may increase the current Monthly Franchise Fee up to a maximum monthly amount of \$1,000. We waive the first month’s Monthly Franchise Fee. We have the right under the Franchise Agreement to require you to pay some or all monthly fees due under the Franchise Agreement by direct transfers of funds to our bank accounts. |
| | <u>month for the first Center</u> | <u>month</u> | <u>will reduce the Monthly Franchise Fee (“Monthly Franchise Fee. We may increase the current Monthly</u> |
| National Advertising Fund Contribution | Currently \$200 per month | 20th of each month | We have the right under the Franchise Agreement to require you to pay some or all monthly fees due under the Franchise Agreement by direct transfers of funds to our bank accounts. |
| Marketing contribution based on Ad Plan | Mutually agreed amount, but not less than \$250 per month | As incurred | <u>Franchise Fee up to a maximum monthly amount of \$1,000. We waive the first month’s Monthly Franchise Fee. We have the right under the Franchise Agreement to require you to pay some or all monthly fees due under the Franchise Agreement by direct transfers of funds to our bank accounts. This is not a fee nor is this amount paid to us. This is the minimum out-of-pocket amount you must utilize as part of your monthly</u> |

| | | | |
|--|--|--|--|
| | | | marketing and promotional activities as per your Ad Plan. You |
|--|--|--|--|

| (Column 1) Type of Fee (Note 1) | (Column 2) Amount | (Column 3) Due Date | (Column 4) Remarks |
|---|--|---|---|
| | | | <u>Franchise Agreement by direct transfers of funds to our bank accounts.</u> |
| <u>National Advertising Fund Contribution</u> | <u>Currently \$200 per month</u> | <u>20th of each month</u> | <u>We have the right under the Franchise Agreement to require you to pay some or all monthly fees due under the Franchise Agreement by direct transfers of funds to our bank accounts.</u> |
| <u>Marketing contribution based on Ad Plan</u> | <u>Mutually agreed amount, but not less than \$250 per month</u> | <u>As incurred</u> | must agree to the amount (a <u>We have the right under the Franchise Agreement to require you to pay some or all monthly fees due under the Franchise Agreement by direct transfers of funds to our bank accounts. This is not a fee nor is this amount paid to us. This is the minimum out-of-pocket amount you must utilize as part of your monthly marketing and promotional activities as per your Ad Plan. You must agree to the amount (a minimum \$250 per month required). You may spend additional amounts for approved advertising outside of the approved Ad Plan, but our approval of all advertising is required</u> |
| Tire Pros Warranty Fee | Currently \$85 per month | 20th of each month | We have the right under the Franchise Agreement to require you to pay some or all monthly fees due under the Franchise Agreement by direct transfers of funds to our bank accounts. We have established a Roadside Assistance Plan which you are required to offer to your customers. There are program terms associated with this Plan which govern the customer's use of the Plan |
| Required Materials | Reasonable Cost | As required by us | |
| Training Fees for training after the Program Overview Training Course & the New Dealer Onboarding | Varies by training event. | Prior to training | |
| Training Materials | Varies | As required by us | |

| <u>(Column 1) Type of Fee (Note 1)</u> | <u>(Column 2) Amount</u> | <u>(Column 3) Due Date</u> | <u>(Column 4) Remarks</u> |
|--|---|-------------------------------|--|
| Late Fees and Interest | \$25 late fee plus interest if late at 18% or highest legal rate | Immediately upon demand | You will pay such fees to us, and such fees are non-refundable. |
| Attorney's Fees and Costs | Reasonable amount to prevailing party in any legal proceeding | Upon conclusion of proceeding | |
| Transfer Fee | Then-current Transfer Fee not to exceed \$2,000 | Before actual transfer | You will pay this fee to us, and it is non- refundable. If the transfer is between one Tire Pros franchisee to another Tire Pros franchisee, then in the Tire Pros Franchise system then the transfer fee will be |
| Reimbursement for Failure to De-identify | Our costs of entering the Center to remove, repaint or alter the premises to remove any use of our Marks or trade dress, if applicable | Upon invoice | We have the right to take action at your expense to stop your continued unauthorized use of our Marks, elements of the System, or any of our intellectual property after the termination of the Franchise Agreement, whether within the Center's premises or in any digital |

| (Column 1) Type of Fee (Note 1) | (Column 2) Amount | (Column 3) Due Date | (Column 4) Remarks |
|---|---|----------------------------|---|
| <u>Reimbursement for Failure to De-identify</u> | <u>Our costs of entering the Center to remove, repaint or alter the premises to remove any use of our Marks or trade dress, if applicable</u> | <u>Upon invoice</u> | <u>We have the right to take action at your expense to stop your continued unauthorized use of our Marks, elements of the System, or any of our intellectual property after the termination of the Franchise Agreement, whether within the Center's premises or in any digital marketing or social media. If your Franchise Agreement is terminated and you fail to de-identify the Center, we may remove the Center's signs and any item bearing the Marks, and you must reimburse us for the cost of removal. Your failure to de-identify your Center properly may also require you to reimburse us for other expenses we incur related to ensuring your Center no longer has any elements of our System or use of our Marks, in any form. Additionally, we have the right to seek reimbursement of the expenses we incur to stop your continued use of our Marks or intellectual property with any</u> |
| Indemnification | Will vary under the circumstances | Upon invoice | You indemnify us from certain losses and expenses we incur as a result of, among other things, your actions in operating the Center |
| <u>Termination Fee</u> | <u>\$695 per month</u> | <u>Upon Invoice</u> | <u>If you do not de-identify your Tire Pros Business in accordance with Section 9.4 of the Franchise Agreement within 30 days of</u> |

| (Column 1) Type of Fee (Note 1) | (Column 2) Amount | (Column 3) Due Date | (Column 4) Remarks |
|--|----------------------------|----------------------------|--|
| Termination Fee | \$695 per month | Upon Invoice | If you do not de-identify your Tire Pros Business in accordance with Section 9.4 of the Franchise Agreement within 30 days of termination then thereafter, until your completion of de-identification of your Tire Pros Business then we may charge you a Termination Fee in the amount of \$695 per month. |

| <u>Bank Transfer Fees</u> | <u>Our out-of-pocket costs</u> | <u>Upon invoice</u> | <u>If we draft money from your</u> |
|---|--|-------------------------|---|
| Bank Transfer Fees (insufficient funds) | Our out-of-pocket costs and Administrative Fee | Upon invoice | If we draft money from your account under our electronic funds transfer or draft system, and there are insufficient funds to cover the draft, we will charge you the return costs charged by our bank and an administrative fee to cover our costs of addressing the nonpayment. This fee is in addition to interest on the amount due. |

NOTE 1: All fees listed in this table are imposed and collected by and payable to us or our affiliates. All fees currently are uniformly imposed. None of these fees are completely refundable, but

we will refund any overpayments made in error. We endeavor to impose these fees uniformly but reserve the right to permit variances in special circumstances.

ITEM 5. INITIAL FEES

Initial Franchise Fee

The Initial Franchise Fee for a Tire Pros franchise is \$7,000 (“Initial Franchise Fee”). You must pay us this fee when you sign the Franchise Agreement, EXCEPT for the states listed in Exhibit F (State Specific Addenda to FDD), which require deferral of the Initial Franchise Fees and payments owed by franchisees to franchisor to be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. If you purchase multiple franchises, we will reduce the Initial Franchise Fee to \$2,000 for each additional franchise you purchase after your initial TIRE PROS Center. During 2023, our standard Initial Franchise Fee was \$7,000. During 2023, our standard Initial Franchise Fee for an additional Center was \$2,000. During 2023 we waived the Initial Franchise Fee 14 times. If you are a United States military veteran who received at least a general discharge (“Veteran”) we will discount the Initial Franchise Fee by 50% (\$3,500), and if you are purchasing an additional Tire Pros Center, we will discount the \$2,000 Initial Franchise Fee for each additional Tire Pros franchise by 50% (\$1,000). The Initial Franchise Fee(s) are not refundable under any circumstance.

Pre-Opening Purchases

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

ITEM 7. ESTIMATED INITIAL INVESTMENT

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

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

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

NOTE 3: Computer & Shop Equipment. You must have a computer system that is (i) inclusive of point- of-sale (“POS”) software, (iii) capable of communicating with our computer system

8 [Tire Pros FDD \(2024\)](#)

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

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

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

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

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

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

NOTE 8:

The information in this table is based on our experiences. We do not offer direct or indirect financing to franchisees for any of these items. The availability and terms of financing will depend on factors like the availability of financing generally, your credit worthiness,

collateral you pledge, policies of your lending institution, and economic conditions in your area. You should review this information, including these notes, carefully, conduct your own investigation and seek the help of qualified advisors before purchasing a franchise.

| YOUR ESTIMATED INITIAL INVESTMENT FOR A START-UP LOCATION | | | | | |
|--|------------------|------------------|---------------------------------------|--------------------------------|--|
| (Column 1) TYPE OF EXPENDITURE | (Column 2) | | (Column 3) METHOD OF PAYMENT | (Column 4) WHEN DUE | (Column 5) TO WHOM PAYMENT IS TO BE |
| | LOW AMOUNT | HIGH AMOUNT | | | |
| INITIAL FRANCHISE FEE (Note 1) | \$7,000 | \$7,000 | Lump Sum | Signing of Franchise Agreement | Us |
| PRE-OPENING PURCHASES (Note 2) | \$0 | \$20,000 | As Incurred | As Incurred | Us and/or our affiliates |
| LEASE DEPOSIT (Note 3) | \$0 | \$15,000 | Lump Sum | Signing of Lease | Lessor |
| REMODELING COSTS | \$0 | \$25,000 | As Incurred | Before | Contractors |
| COMPUTER EQUIPMENT/POINT OF SALE SYSTEM AND FURNITURE (Note 5) | \$7,500 | \$35,000 | Lump Sum | Before Opening | Tire Guru or other Approved Suppliers |
| SHOP EQUIPMENT (Note 7) | \$150,000 | \$175,000 | As Incurred | Before Opening | Various Suppliers |
| SIGNS (Note 7) | \$1,500 | \$25,000 | Lump Sum | Before Opening | Signs Unlimited or local |
| MISCELLANEOUS OPENING COSTS (Note 8) | \$500 | \$5,000 | As Incurred | As Incurred | Suppliers, Utilities, etc. |
| OPENING INVENTORY (Note 9) | \$10,000 | \$50,000 | Lump Sum | Before Opening | Approved Supplier or one of our |
| RENT FOR FIRST 3 MONTHS | \$15,000 | \$45,00 | As Incurred | Monthly | Lessor |
| ADDITIONAL FUNDS – (3 MONTHS) (Note 10) | \$87,475 | \$101,725 | As Incurred | As Incurred | Employees, Suppliers, Utilities |
| TOTAL (Notes 6 & 8) | \$278,975 | \$503,725 | (excludes real | | |

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

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

- NOTE 2: Pre-opening Purchases. We estimate the pre-opening expenditures related to purchasing products from us and/or our affiliates, excluding inventory, to be between \$0 to \$20,000.
- NOTE 3: Lease Deposit. The lease deposit for your location will usually equal first month's rent and perhaps last month's rent as well. The landlord may require you to replenish the lease deposit if any portion of the lease deposit is used to pay for any costs to fix or repair the location for which you did not pay, or for triple net expenditures (taxes, insurance, and common area charges) for which you did not pay.
- NOTE 4: Remodeling Costs. These costs will include the amount you will need to upfit an existing location. These costs do not include building a Tire Pros center from scratch.
- NOTE 5: Computer Equipment and Furniture. You must have a computer system that is (i) inclusive of point-of-sale ("POS") software, (iii) capable of communicating with our computer system over the Internet, and (iv) capable of communicating by e-mail. Currently, we do not specify specific computer hardware or software, but your computer must be in good repair and must be able to carry out ordinary business functions as provided in the Manual (Section 2.16 of Franchise Agreement). We estimate that the current initial cost of a computer system for the Center will range from \$0 to \$7,500 depending on whether you have an existing computer system. You are responsible for any and all repairs, maintenance, modifications, and Upgrades/Updates (including Software & Hardware) to conform to our specifications. We estimate that the cost of support service is around \$125 to \$375 per month, but you will need to contact a vendor to determine the scope of the services they offer and the actual cost of those services. The costs in this section also include your indoor furniture that you will put in your waiting room.
- NOTE 6: Shop Equipment. You will need to outfit your Tire Pros Center with lifts, tire mounting machines, wheel balance machines, and an assortment of other equipment used in the tire repair and replacement business and more particularly described in the operations manual. You can either purchase or lease the equipment. If you finance the equipment, the lender will require the shop equipment be secured by a UCC lien, which must be superior to any landlord's lien.
- NOTE 7: Signs. Your signage will include interior and exterior signs. Local code restrictions may restrict the signage available for a Center and, accordingly, affect the costs you will incur.
- NOTE 8: Miscellaneous costs. This category estimates additional costs likely to be incurred in obtaining additional insurance (one year's estimated insurance premium) and additional utility expenses associated with the conversion or opening a new tire facility. These costs may include certain legal expenses in organizing your legal entity you decide to use in the operation of your business.
- NOTE 9: Inventory costs. This category estimates your possible purchase of opening or additional tire inventory in order for your product offerings to be consistent with the TIRE PROS brand. Other than the requirement that you must be a Continental GOLD dealer to be part of the System, there are no minimum inventory requirements, so the purchase of tire inventory is totally within your control. The Continental GOLD program requires an opening order of 24 units, which will cost approximately \$3,000. We do not offer any financing to you in connection with your purchase of inventory from our affiliate.

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

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

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Brands and Products

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

Approval of Alternative Suppliers

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

Product and Support Programs Offered to Franchisees

By becoming a TIRE PROS franchisee, you will have access to our TIRE PROS product and advertising/marketing programs that we or our affiliates develop and/or facilitate with the major tire manufacturers and suppliers like Continental/General Brands (GOLD Program for Conti Gold dealers), Michelin/BF Goodrich, Uniroyal (MAST for Alliance dealers), Hercules Brands (Hercules Power Program) and Cooper Tire & Rubber Company (Tire Pros Cooper Medallion Enhancement Program) (“Supplier Marketing Programs”). Currently, you must (i) participate through ATD (as your primary distributor) in the GOLD Program, (ii) use funds these manufacturers and suppliers allocate, provide or rebate to you based on your purchases for the Center in accordance with the terms of the Supplier Marketing Programs, and (iii) execute any documents required by us and/or the manufacturer or supplier to participate in the Supplier Marketing Programs. We also structure exclusive TIRE PROS programs with suppliers of ancillary products that are typically sold through Centers like batteries, lubricants, automotive parts and accessories and similar products. We also recommend, but ~~you~~you are not required to use, our national e-commerce site , TirePros.com, for consumers to do business with us online. This website also serves as our dealer locator of all franchisees. In order to use this e-commerce platform you will be required to sign our Terms and Conditions that is found on Exhibit D to this disclosure document. The Supplier Marketing Programs are designed to provide direct or indirect benefits to our franchisees, our System and us, often through attractive pricing of products like tires, enhanced co-op dollars or rebates. Supplier Marketing Programs may require you to make certain purchases from certain sources we designate. During the term of your Franchise Agreement, as a TIRE PROS franchisee, you may not align yourself with, enroll in, or convert existing enrollment of any manufacturer marketing or supply programs offered by ATD to tire manufacturers or ATD’s competing suppliers. Should you fail to comply with this restriction, you will be in breach of your Franchise Agreement with us.

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

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

No Franchisor Officer owns an interest in any supplier.

Revenue from Franchisee Purchases

We, ATD and other affiliates of ours may sell or distribute products (including tires) to you. During 2023, ATD sold products to our franchisees which generated revenues of approximately \$408,541,949 based on the internal unaudited financial information of American Tire Distributors, Inc. and subsidiaries (which subsidiaries include us).

In 2023, we received revenues totaling approximately \$359,157.00 from certain suppliers of batteries, uniform rentals, lubricants, computer/POS systems, private label credit cards using our Marks, automotive parts and accessories, insurance and similar products and programs designed to increase rebates and

payments from suppliers based on purchases by our franchisees, or approximately 2.26% of our total 2023 revenues of approximately \$15,839,808.00 based on our audited financial statements. These revenues were 1.9% or less of the purchase prices paid by our franchisees for these products.

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

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

As described above, we or our affiliates have negotiated purchase arrangements (such as marketing arrangements) with various suppliers for the benefit of you and the System. You are obligated to participate in the GOLD Program Supplier Marketing Program. You must sign the GOLD Program 2024 Dealer Participation Agreement attached as Exhibit C to this Disclosure Document.

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

Standards and Specifications

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

Computer System

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

Insurance

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

Warranty Programs

You must participate in all required warranty programs that we designate ("Required Warranty Programs") and offer the Required Warranty Programs to your customers. You must follow the requirements of all Required Warranty Programs at all times, including (i) using the required warranty forms, (ii) having all salespeople provide at the time of sale any required oral disclosures to customers, and (iii) making sure the Center's employees fully understand each warranty program and truthfully represent them to all customers of the Center. If authorized under the applicable Required Warranty Program, you may include products or services that are not included in the Required Product Offering within the Required Warranty Program, so long as (a) we and other franchisees under the System are not obligated in regard to the warranty of those items, and (b) disclaimers of any obligation of ours and other franchisees under the System are clearly communicated by your salespeople to all customers at the time of the sale. This must be clearly stated to the consumer at the time of purchase.

Leases/Subleases

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

* * *

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

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

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

| OBLIGATION | SECTION IN FRANCHISE AGREEMENT | DISCLOSURE DOCUMENT |
|--|---|--------------------------------|
| a. Site Selection and acquisition/lease | Section 1.3 | Items 1, 11 |
| b. Pre-opening purchases/leases | Section 1.3 | Items 5, 7, 8, 11, 16 |
| c. Site development and other pre-opening requirements | Sections 1.3 and 4 | Items 1, 5, 7, 8, 11, 12, 15 |
| d. Initial and ongoing training | Section 3 | Items 1, 7, 11, 17 |
| e. Opening | Section 1.2 | Items 7, 11 |
| f. Fees | Sections 3, 6, 8.1, 9.4, 10.6 and 10.7 | Items 1, 5, 6, 7 |
| g. Compliance with standards and policies/ Operating Manual | Section 1.3 and 2 | Items 8, 11, 13, 14, 16 |
| h. Trademarks and proprietary information | Section 2 and 5 | Items 13, 14 |
| i. Restrictions on products/services offered | Section 2 | Items 8, 16 |
| j. Warranty and customer service requirements | Section 2 | Item 1 |
| k. Territorial development and sales quotas | Not Applicable | Items 12 |
| l. Ongoing product/service purchases | Section 2 | Items 8, 16 |
| m. Maintenance, appearance and remodeling requirements | Sections 2 and 8.2 | Item 11, 17 |
| n. Insurance | Section 4 | Item 7, 8 |
| o. Advertising | Section 5 | Items 1, 6, 7, 11, 12 |
| p. Indemnification | Section 2.10 | Item 6, 13 |
| q. Owner's participation/management/staffing | Section 2 | Item 15 |
| r. Records/Reports | Section 7 | Items 6, 11 |
| s. Inspections/audits | Section 2.8 | Items 17 |
| t. Transfer | Section 8 | Items 6, 17 |
| u. Renewal | Section 1 | Items 17 |
| v. Post-termination obligations | Section 9.4 | Item 15, 17 |
| w. Non-competition covenants | Section 2.6 | Items 15, 17 |

| OBLIGATION | SECTION IN FRANCHISE AGREEMENT | DISCLOSURE DOCUMENT ITEM |
|------------------------|---|-------------------------------------|
| x. Dispute resolution | Section 10 | Item 17 |
| y. Personal Guarantees | N/A | Item 15 |

ITEM 10. FINANCING

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

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

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

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

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

Pre-Opening

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

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

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

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

(3) For your location we consider different factors and recommend that your site be between 8,000 – 10,000 square feet, but some sites are bigger, such that the building can house 6-10 service bays, and that the shop be located in a retail abundant area of the city or town where you locate your shop. We find that stand-alone locations will provide you with more visibility than a location that is in a strip center or auto-mall (Section 2.1(b) Franchise Agreement).

Post-Opening

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

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

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

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

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

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

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

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

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

Site Selection

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

Time Before Opening

The length of time following the signing of the Franchise Agreement and opening of the TIRE PROS Center is expected to be less than 30 days. Unless we agree otherwise, you must commence operation of the Center within 30 days after the effective date of the Franchise Agreement or we may terminate the Franchise Agreement. The length of time may be affected by factors such as completing the New Dealer Onboarding and Program Training, difficulties in obtaining building or sign permits, weather conditions, conversion delays, product shortages and delayed installation of new signage. However, we expect that you are unlikely

to experience these types of delays (other than signage issues) because we have only a few mandatory actions that need to be completed in converting your existing retail tire store to a TIRE PROS Center (Section 1.2 of Franchise Agreement).

Training Programs

New Dealer Onboarding and Program Training

Within 60 days of commencing operation of your center as a TIRE PROS Center, both (i) the Designated Operator(s) (defined below) and (ii) you (or an owner of yours if you are a legal entity) or a manager for the Center, must permit trainers at your TIRE PROS Center. We may terminate the Franchise Agreement if your trainees fail to successfully complete the New Dealer Onboarding and Program Training within the required timeframe. We do not charge a fee for the New Dealer Onboarding and Program Training (which is available to all Center employees). If, in the event an additional New Dealer Onboarding and Program Training is required, we may charge you for such course. All training will take place at your center in order to avoid the expenses of airline travel, lodging and meals to attend the New Dealer Onboarding and Program Training. The New Dealer Onboarding and Program Training will cover the TIRE PROS marketing philosophy, product lines and warranty programs and general information. Various trainers from certain suppliers like Continental and Michelin may participate in the New Dealer Onboarding and Program Training. New Dealer Onboarding and Program Training is conducted by us on a regular basis and consists of the listed hours of training under the following general outline (Sections 3.1 & 3.3 of Franchise Agreement):

DEALER ONBOARDING AND PROGRAM TRAINING

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

| Subject | Hours of On-the-Job Training | Location |
|--|-------------------------------------|-----------------|
| Review Tire Pros Toolbox | 2.0 | At your Center |
| Financial Analysis | 4.0 | At your Center |
| Marketing Review Strategies, tactics and execution | 4.0 | At your Center |
| Total | 36 | |

All Other Training Courses/Sessions

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

Training Instructors

Our training courses are taught by a number of our in-house industry professionals, all of whom have comprehensive knowledge and experience of and in the subjects they will be teaching. Our training programs are supervised by our Director, Retail Field Scott Doles who has 37 years of experience, 7 of which are with Tire Pros Francorp, ~~LLC~~.

Marketing and Advertising

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

National Advertising Fund

We will maintain and administer a marketing fund (the “National Advertising Fund”). You must contribute the amounts that we periodically require, which is currently \$200 per month, payable in the same manner as the monthly Franchise Fee. We will direct all programs that the National Advertising Fund finances, with oversight and authority over the concept developments, materials, testing, and endorsements used and their geographic, market, and media placement and allocation. The National Advertising Fund may be utilized for any advertising, promotion, marketing and brand-related activities, including preparing, producing and placing video, audio and written materials and electronic media; developing, maintaining and administering one or more System Websites, other online presence, and digital media; creating and administering national, regional, multi-regional and local marketing, advertising including in-home and out-of-home promotional advertising, and including purchasing trade journal, direct mail, digital (e.g. internet, social media and mobile) and other digital and traditional media advertising and using advertising,

promotion, and marketing agencies and other advisors to provide assistance; and supporting public and customer relations, market research, and other advertising, promotion, marketing and brand-related activities. The National Advertising Fund also may reimburse Tire Pros center operators for expenditures consistent with the National Advertising Fund's purposes that we periodically specify (Section 5.3 of Franchise Agreement).

We will account for the National Advertising Fund separately from our other funds and will not use the National Advertising Fund for any of our general operating expenses, except for reasonable salaries, administrative costs, travel expenses, and overhead we and our affiliates incur in administering the National Advertising Fund and its programs, including conducting market research, travel, preparing advertising, promotion, and marketing materials (including shipping costs), implementing social responsibility initiatives, maintaining and administering the System Websites and other forms of online presence, and collecting and accounting for National Advertising Fund contributions. The National Advertising Fund is not a trust, and we have no fiduciary obligation to you. We will hold National Advertising Fund contributions for the benefit of the contributors and use contributions only for their intended purpose. In any fiscal year, the National Advertising Fund may be utilized above or below the total National Advertising Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on National Advertising Fund contributions to pay costs before using the National Advertising Fund's other assets. We currently do not plan to audit the National Advertising Fund. We will prepare an unaudited, annual statement of the National Advertising Fund's collections and costs and give it to you upon written request (Section 5.3 of Franchise Agreement).

During fiscal year 2023 the National Advertising Fund spent 92% of its total expenditures on media placement, conferences, and sponsorships, 0% on point-of-sale marketing materials, 0% on sweepstakes fulfillment, 5% on production, 0% on media management services and 3% on miscellaneous expenses. We currently do not intend to use National Advertising Fund contributions for advertising that principally is a solicitation of new franchise sales.

The goal of the National Advertising Fund is to maximize recognition of the Marks, brand, Tire Pro Centers products and services, and patronage of Tire Pros centers. Although we will try to use the National Advertising Fund to develop advertising and marketing materials and programs and to place advertising and marketing that will benefit all Tire Pros centers, we need not ensure that National Advertising Fund expenditures in or affecting any geographic area are proportionate or equivalent to National Advertising Fund contributions by Tire Pros centers operating in that geographic area or that any Tire Pros center benefits directly or in proportion to its National Advertising Fund contribution from the development of advertising and marketing materials or the placement of advertising. We have the right, but no obligation, to use collection agents and institute legal proceedings to collect National Advertising Fund contributions at the National Advertising Fund's expense.

We also may forgive, waive, settle, and compromise all claims by or against the National Advertising Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the National Advertising Fund.

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

Marketing Council

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

Marketing Program

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

1. Have the minimum signage and interior display identification requirements for a TIRE PROS Center.
2. Achieve the monthly objectives of two or more of our manufacturers’ purchasing programs.
3. Fund at least the minimum monthly required contribution to your annual Ad Plan.
4. Meet all credit history requirements.

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

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

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

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

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

Local or Regional advertising Cooperative

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

Advertising Cooperative

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

Pricing

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

Computer Programs

We do not require you to purchase from us computer hardware or software to operate the Center, but we have approved suppliers that offer these items for sale. You must have a computer system that is (i) inclusive of point-of-sale (“POS”) software, (ii) capable of communicating with our computer system over the Internet, (iii) capable of communicating by e-mail, and (iv) collecting and transmitting your sales data so that we may facilitate participation in retail benchmarking and to earn, compute, allocate and/or collect rebates or incentives TPF may offer based upon sellout data or other criteria established by TPF. In addition we may use all sales data from the Toqata and/or Tire Guru platforms, if used by you, to calculate ATD’s share of account for rebate and associated payouts. Beyond these purposes we do not intend to use such sales data for any other purpose. Currently, we do not specify specific computer hardware or software. Your computer must be in good repair and must be able to carry out ordinary business functions as provided in the Manual (Section 2.16 of Franchise Agreement). You agree, to replace, repair and maintain as necessary, at our request and at your sole cost and expense, the Computer Systems, Software, and Cash Registers, and

to obtain such upgrades or modifications to conform to our specifications (Section 2.14 & 2.16 of Franchise Agreement).

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

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

Operations and Other Manuals

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

ITEM 12. TERRITORY

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

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

You have no right to relocate the Center and you have no right under the Franchise Agreement to open additional Centers without our prior written approval, which will not be unreasonably withheld.

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

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

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

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

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

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

ITEM 13. TRADEMARKS

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

| MARK | Registration | Registration Date | Renewed |
|--|--------------|-------------------|------------|
| TIRE PROS & Design | 1592463 | 04/17/1990 | 5/26/2020 |
| TIRE PROS (Word Mark) | 2918717 | 01/18/2005 | 01/29/2015 |
| TIRE PROS & Design | 2920561 | 01/25/2005 | 01/29/2015 |
| TIRE PROS & Design | 2920542 | 01/25/2005 | 02/06/2015 |
| TIRE PROS (Word Mark) | 2922427 | 02/01/2005 | 02/17/2015 |
| TIRE PROS & Design | 2922520 | 02/01/2005 | 02/12/2015 |
| TIRE PROS (Word Mark) | 2922503 | 02/01/2005 | 02/12/2015 |
| TIRE PROS & Design | 2922397 | 02/01/2005 | 02/24/2015 |
| TIRE PROS & Design | 2922338 | 02/01/2005 | 02/06/2015 |
| TIRE PROS & Design | 2922337 | 02/01/2005 | 02/06/2015 |
| TIRE PROS & Design | 2959164 | 06/07/2005 | 02/17/2015 |
| TIRE PROS. HASSLE-FREE. GUARANTEED. (Word Mark) | 5734959 | 04/23/2019 | N/A |
| TIRE PROS. LOVE THE DRIVE. | 6992941 | 02/28/2023 | N/A |

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

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

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

You must follow our rules as stated in the Manual when using the Marks, including using the Marks in all advertising and promotions for the Center (including advertising through print, radio, television and electronic media). You cannot use any Marks as part of a corporate entity name or with modifying words,

designs or symbols. You may not use the Marks in connection with the sale of an unauthorized product or service or in a manner we do not authorize in writing.

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

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

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

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

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

We claim common law rights and copyright protection in a number of items you will use in the operation of your Center, including the Manual, and in certain other materials and information related to the TIRE PROS Centers, like our advertising and marketing materials, specifications, architectural drawings, TIRE PROS Center designs, marketing techniques, advertising programs, advertising strategies, supplier lists, expansion plans, and other information we create or use. We have not registered any of these copyrighted

materials with the United States Registrar of Copyrights, although we may do so. We also treat all of this information as trade secrets.

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

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

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

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

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

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

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

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

We do not require that you personally supervise your TIRE PROS Center. However, the day-to-day operations of your Center must be directly supervised on a full-time basis by designated operator(s) (“Designated Operator(s)”) who have successfully completed our New Dealer Onboarding and Program Training and have been approved by us. The Designated Operator(s) must devote his or her full time, best efforts and constant personal attention to the day-to-day operation of the Center. The Designated Operator(s) cannot have an interest or business relationship with any of our business competitors. The Designated Operator(s) need not have an ownership interest in your business, but he or she must have substantial operating experience, demonstrate strong management abilities and promote the positive image of the System. The Designated Operator(s) must sign a written agreement to maintain confidentiality of the trade secrets described in Item 14 and to conform with the in-term covenants not to compete described in Item 17. Neither you nor your spouse will be required to sign a guaranty of performance if you operate your franchise as a legal entity.

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

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

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

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

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

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

| Provision | Section | Summary |
|------------------|----------------|--|
| a. Length of the | Section | Initial term of Franchise Agreement is 5 years. |
| b. Renewal or | Section 1 | If you are in compliance with this Franchise Agreement and |

| Provision | Section | Summary |
|---|----------------------|--|
| extension | | all other agreements with us or any of our affiliates, we may, at our own discretion and without any obligation to do so, offer you a renewal term of 5 additional years by completing the requirements listed below in 17(c) of this table, and Section 1.2 of the Franchise Agreement. |
| c. Requirements for franchisee to renew or extend | Section 1.2 | If you are in compliance with this Franchise Agreement and all other agreements with us or any of our affiliates, we may, at our own discretion and without any obligation to do so, offer you a renewal term of 5 additional years by signing the then-current Franchise Agreement, which must be accepted or denied within 30 days of receipt from us and signing our current General Form of Release. You may be asked to sign an agreement with terms and conditions that are materially |
| d. Termination by franchisee | Section 9.3 | At any time, with or without cause, after delivering notice at least 30-days before. At the time that you terminate your franchise with us, you must execute our general form of |
| e. Termination by franchisor without | Section 9.3 | At any time, with or without cause, after delivering notice at least 30-days before. |
| f. Termination by franchisor with cause | Sections 9.1 and 9.2 | We can terminate, if you default or if certain events (described in (g) and (h) below) occur. In some instances, we may give you an |
| g. "Cause" defined – | Section 9.2 | You have 10 days to cure a default in payment and 30 days to cure |
| h. "Cause" defined – non- curable defaults | Section 9.1 | Non-curable defaults: Bankruptcy or similar action, loss of possession of premises, material misrepresentation to us, conviction of felony or crime involving moral turpitude, failure to comply with laws, complete mandatory training, maintain mandatory insurance, allow inspection, failure to comply with the confidentiality provisions or non-competition covenants, |
| i. Franchisee's obligations on termination/non- | Section 9.4 | Obligations include no more use of Marks or proprietary information, return the Manual with a written certificate stating that no unauthorized copying or disclosure of the Manual or any |
| j. Assignment of | Section 8.4 | No restriction on our right to assign. |
| k. "Transfer" by franchisee defined | Section 8.1 | Includes transfer of rights under Franchise Agreement and any equity interest in you, if you are an entity or any equity interest in |
| l. Franchisor approval of transfer by | Section 8.1 | We have the right to approve all transfers. |

| Provision | Section | Summary |
|--|----------------------|--|
| franchisee | | |
| m. Conditions for Franchisor approval of transfer | Section 8.1 | No default, Center in standard condition, payment of all amounts owed to us and our affiliates, payment of transfer fee, transferee qualifies and passes training, current agreement signed by transferee, release (see current form of general release attached as Exhibit L to this Disclosure Document) and |
| n. Franchisor's right of first opportunity and right of first refusal to acquire franchisee's business | Sections 8.5 and 8.6 | At any time during the term of the franchise agreement if you are intending to sell your franchise you must offer it to an approved third-party purchaser designated by us. If we elect not to exercise this purchase option at your stated price, then you may sell it to another party for the same price and on the same terms. If you intend to sell it to such party for less than the price and terms that you offered it to us then we have the right of first refusal for our designated purchaser, and to match the |
| o. Franchisor's option to purchase franchisee's business | Sections 8.5 and 8.6 | Only if franchisee seeks to transfer their franchise to a third party, then we have the right of first opportunity and right of first refusal in accordance with Sections 8.5 and 8.6 of |
| p. Death or disability | Section 8.3 | Approval by us and transfer of interest within 6-months to an |
| q. Non-competition covenants during the | Section 2.6 | No involvement in any business engaged in the retail or wholesale sale of tires and automotive products and services. |
| r. Non-competition covenants after the franchise is terminated | Not Applicable | Not Applicable. |
| s. Modification of | Section 10.9 | Only written and signed modifications but Manual subject to |
| t. Integration/ merger clause | Section 10.9 | Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not |
| u. Dispute resolution by arbitration or | Section 10.3 | We and you must arbitrate disputes in North Carolina (subject to state law). |
| v. Choice of forum | Sections 10.3 | Subject to arbitration requirements, litigation generally must be in |
| w. Choice of law | Section 10.1 | Except for Federal Arbitration Act and other federal law, North Carolina law governs (subject to state law). |

Applicable State law may require additional disclosures related to the information in this Disclosure Document.

These additional disclosures appear in Exhibit F attached to this Disclosure Document.

ITEM 18. PUBLIC FIGURES

We currently use the following public figures to promote our franchise: Dale Earnhardt, Jr., Kelly Earnhardt Miller, and Sam Mayer.

Public figures are not involved with the management of the franchise, nor do they have any investments in the franchise system. The compensation the public figures receive is via a marketing agreement that outlines the partnership in a given year.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

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

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

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

Table No. 1
Systemwide Outlet Summary
For Fiscal Years 2021 to 2023

| (Column 1) OUTLET TYPE | (Column 2) YEAR | (Column 3) OUTLETS AT THE START OF THE YEAR | (Column 4) OUTLETS AT THE END OF THE YEAR | (Column 5) NET CHANGE |
|---------------------------|--------------------|---|---|-----------------------------|
| Franchised | 2021 | 615 | 615 | 0 |
| | 2022 | 615 | 623 | +8 |
| | 2023 | 623 | 644 | +21 |
| Company-Owned | 2021 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 |
| (Column 1) | (Column 2) | (Column 3) | (Column 4) | (Column 5) |

| OUTLET TYPE | YEAR | OUTLETS AT THE START OF THE YEAR | OUTLETS AT THE END OF THE | NET CHANGE |
|---------------|------|----------------------------------|---------------------------|------------|
| Total Outlets | 2021 | 615 | 615 | 0 |
| | 2022 | 615 | 623 | +8 |
| | 2023 | 623 | 644 | +21 |

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Fiscal Years 2021 to 2023

| (Column 1) STATE | (Column 2) YEAR | (Column 3) NUMBER OF TRANSFERS |
|---------------------|--------------------|-----------------------------------|
| Alabama | 2021 | 3 |
| | 2022 | 2 |
| | 2023 | 2 |
| Arizona | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 0 |
| Arkansas | 2021 | 2 |
| | 2022 | 1 |
| | 2023 | 0 |
| California | 2021 | 2 |
| | 2022 | 2 |
| | 2023 | 4 |
| Colorado | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 0 |
| Florida | 2021 | 0 |
| | 2022 | 3 |
| | 2023 | 1 |
| Georgia | 2021 | 1 |
| | 2022 | 4 |
| | 2023 | 1 |
| Idaho | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 0 |
| Louisiana | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 0 |

| (Column 1) STATE | (Column 2) YEAR | (Column 3) NUMBER OF TRANSFERS |
|---------------------|--------------------|-----------------------------------|
| Maryland | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 0 |
| Mississippi | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 1 |
| Missouri | 2021 | 1 |
| | 2022 | 0 |
| | 2023 | 0 |
| Nevada | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| New Jersey | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 0 |
| New Mexico | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 1 |
| New York | 2021 | 1 |
| | 2022 | 0 |
| | 2023 | 0 |
| North Carolina | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 1 |
| Oregon | 2021 | 0 |
| | 2022 | 2 |
| | 2023 | 0 |
| Pennsylvania | 2021 | 1 |
| | 2022 | 0 |
| | 2023 | 0 |
| South Carolina | 2021 | 1 |
| | 2022 | 0 |
| | 2023 | 0 |
| Texas | 2021 | 1 |
| | 2022 | 0 |
| | 2023 | 0 |
| Utah | 2021 | 0 |
| | 2022 | 1 |

| (Column 1) STATE | (Column 2) YEAR | (Column 3) NUMBER OF TRANSFERS |
|---------------------|--------------------|-----------------------------------|
| | 2023 | 0 |
| Totals | 2021 | 14 |
| | 2022 | 23 |
| | 2023 | 11 |

Table No. 3
Status of Franchised Outlets
For Fiscal Years 2021 to 2023

| (Col. 1) State | (Col. 2) Year | (Col. 3) Outlet s at | (Col. 4) Outlets Open ed | (Col. 5) Termination s | (Col. 6) Non- Renewal s | (Col. 7) Reacquired by Franchisor | (Col. 8) Ceased Operations- Other Reasons | (Col. 9) Outlet s at |
|-------------------|------------------|----------------------------|-----------------------------------|------------------------------|----------------------------------|--|--|----------------------------|
| Alabama | 2021 | 26 | 4 | 3 | 0 | 0 | 0 | 27 |
| | 2022 | 27 | 4 | 6 | 0 | 0 | 0 | 25 |
| | 2023 | 25 | 5 | 2 | 0 | 0 | 0 | 28 |
| Arizona | 2021 | 28 | 0 | 8 | 0 | 0 | 0 | 20 |
| | 2022 | 20 | 2 | 2 | 0 | 0 | 0 | 20 |
| | 2023 | 20 | 3 | 3 | 0 | 0 | 0 | 20 |
| Arkansas | 2021 | 9 | 2 | 2 | 0 | 0 | 0 | 9 |
| | 2022 | 9 | 1 | 2 | 0 | 0 | 0 | 8 |
| | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| California | 2021 | 82 | 5 | 13 | 0 | 0 | 0 | 74 |
| | 2022 | 74 | 11 | 5 | 0 | 0 | 0 | 80 |
| | 2023 | 80 | 10 | 9 | 0 | 0 | 1 | 80 |
| Colorado | 2021 | 15 | 6 | 10 | 0 | 0 | 0 | 11 |
| | 2022 | 11 | 6 | 1 | 0 | 0 | 0 | 16 |
| | 2023 | 16 | 6 | 0 | 0 | 0 | 0 | 22 |
| Connecticut | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |

| (Col. 1) State | (Col. 2) Year | (Col. 3) Outlet s at | (Col. 4) Outlets Open ed | (Col. 5) Termination s | (Col. 6) Non- Renewal s | (Col. 7) Reacquired by Franchisor | (Col. 8) Ceased Operations- Other Reasons | (Col. 9) Outlet s at |
|-------------------|------------------|----------------------------|-----------------------------------|------------------------------|----------------------------------|--|--|----------------------------|
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Delaware | 2021 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 0 | 1 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Florida | 2021 | 22 | 1 | 0 | 0 | 0 | 0 | 23 |
| | 2022 | 23 | 4 | 3 | 0 | 0 | 0 | 24 |
| | 2023 | 24 | 2 | 2 | 0 | 0 | 0 | 24 |
| Georgia | 2021 | 27 | 3 | 1 | 0 | 0 | 0 | 29 |
| | 2022 | 29 | 13 | 6 | 0 | 0 | 0 | 36 |
| | 2023 | 36 | 6 | 4 | 0 | 0 | 1 | 37 |
| Idaho | 2021 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2022 | 8 | 2 | 2 | 0 | 0 | 0 | 8 |
| | 2023 | 8 | 0 | 1 | 0 | 0 | 0 | 7 |
| Illinois | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Indiana | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 2 | 0 | 0 | 0 | 0 | 3 |
| Iowa | 2021 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2022 | 8 | 0 | 3 | 0 | 0 | 0 | 5 |

| (Col. 1) State | (Col. 2) Year | (Col. 3) Outlets at | (Col. 4) Outlets Opened | (Col. 5) Terminations | (Col. 6) Non-Renewals | (Col. 7) Reacquired by Franchisor | (Col. 8) Ceased Operations-Other Reasons | (Col. 9) Outlets at |
|-------------------|------------------|------------------------|----------------------------|--------------------------|--------------------------|--------------------------------------|---|------------------------|
| | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| Kansas | 2021 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2022 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2023 | 6 | 2 | 0 | 0 | 0 | 0 | 8 |
| Kentucky | 2021 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| | 2022 | 8 | 2 | 1 | 0 | 0 | 0 | 9 |
| | 2023 | 9 | 1 | 2 | 0 | 0 | 0 | 8 |
| Louisiana | 2021 | 7 | 1 | 1 | 0 | 0 | 0 | 7 |
| | 2022 | 7 | 1 | 1 | 0 | 0 | 0 | 7 |
| | 2023 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| Maryland | 2021 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2022 | 16 | 1 | 1 | 0 | 0 | 0 | 16 |
| | 2023 | 16 | 1 | 2 | 0 | 0 | 1 | 14 |
| Massachusetts | 2021 | 6 | 0 | 1 | 0 | 0 | 0 | 5 |
| | 2022 | 5 | 0 | 1 | 0 | 0 | 0 | 4 |
| | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| Maine | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Michigan | 2021 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |

| (Col. 1) State | (Col. 2) Year | (Col. 3) Outlets at | (Col. 4) Outlets Opened | (Col. 5) Terminations | (Col. 6) Non-Renewals | (Col. 7) Reacquired by Franchisor | (Col. 8) Ceased Operations-Other Reasons | (Col. 9) Outlets at |
|-------------------|------------------|------------------------|----------------------------|--------------------------|--------------------------|--------------------------------------|---|------------------------|
| Minnesota | 2021 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 0 | 1 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Mississippi | 2021 | 13 | 1 | 0 | 0 | 0 | 0 | 14 |
| | 2022 | 14 | 0 | 0 | 0 | 0 | 0 | 14 |
| | 2023 | 14 | 1 | 1 | 0 | 0 | 0 | 14 |
| Missouri | 2021 | 10 | 1 | 1 | 0 | 0 | 0 | 10 |
| | 2022 | 10 | 0 | 1 | 0 | 0 | 0 | 9 |
| | 2023 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| Montana | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Nebraska | 2021 | 13 | 1 | 0 | 0 | 0 | 0 | 14 |
| | 2022 | 14 | 3 | 0 | 0 | 0 | 0 | 17 |
| | 2023 | 17 | 0 | 0 | 0 | 0 | 0 | 17 |
| Nevada | 2021 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2022 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| New Mexico | 2021 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2022 | 6 | 4 | 2 | 0 | 0 | 0 | 8 |
| | 2023 | 8 | 1 | 1 | 0 | 0 | 0 | 8 |
| New Jersey | 2021 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |

| (Col. 1) State | (Col. 2) Year | (Col. 3) Outlets at | (Col. 4) Outlets Opened | (Col. 5) Terminations | (Col. 6) Non-Renewals | (Col. 7) Reacquired by Franchisor | (Col. 8) Ceased Operations-Other Reasons | (Col. 9) Outlets at |
|-------------------|------------------|------------------------|----------------------------|--------------------------|--------------------------|--------------------------------------|---|------------------------|
| | 2022 | 3 | 1 | 1 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| New York | 2021 | 9 | 3 | 1 | 0 | 0 | 0 | 11 |
| | 2022 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2023 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| North Carolina | 2021 | 33 | 8 | 0 | 0 | 0 | 0 | 41 |
| | 2022 | 41 | 1 | 2 | 0 | 0 | 0 | 40 |
| | 2023 | 40 | 5 | 6 | 0 | 0 | 0 | 39 |
| Ohio | 2021 | 22 | 5 | 0 | 0 | 0 | 0 | 27 |
| | 2022 | 27 | 2 | 0 | 0 | 0 | 0 | 29 |
| | 2023 | 29 | 5 | 0 | 0 | 0 | 0 | 34 |
| Oklahoma | 2021 | 9 | 0 | 1 | 0 | 0 | 0 | 8 |
| | 2022 | 8 | 1 | 1 | 0 | 0 | 0 | 8 |
| | 2023 | 8 | 3 | 0 | 0 | 0 | 0 | 11 |
| Oregon | 2021 | 20 | 0 | 1 | 0 | 0 | 0 | 19 |
| | 2022 | 19 | 3 | 4 | 0 | 0 | 0 | 18 |
| | 2023 | 18 | 0 | 1 | 0 | 0 | 0 | 17 |
| Pennsylvania | 2021 | 13 | 2 | 1 | 0 | 0 | 0 | 14 |
| | 2022 | 14 | 1 | 1 | 0 | 0 | 0 | 14 |
| | 2023 | 14 | 0 | 2 | 0 | 0 | 0 | 12 |
| Rhode Island | 2021 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2022 | 3 | 0 | 3 | 0 | 0 | 0 | 0 |

| (Col. 1) State | (Col. 2) Year | (Col. 3) Outlets at | (Col. 4) Outlets Opened | (Col. 5) Terminations | (Col. 6) Non-Renewals | (Col. 7) Reacquired by Franchisor | (Col. 8) Ceased Operations- Other Reasons | (Col. 9) Outlets at |
|-------------------|------------------|------------------------|----------------------------|--------------------------|--------------------------|--------------------------------------|--|------------------------|
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| South Carolina | 2021 | 10 | 1 | 1 | 0 | 0 | 0 | 10 |
| | 2022 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| | 2023 | 10 | 5 | 3 | 0 | 0 | 0 | 12 |
| South Dakota | 2021 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2022 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| Tennessee | 2021 | 20 | 0 | 0 | 0 | 0 | 0 | 20 |
| | 2022 | 20 | 1 | 2 | 0 | 0 | 0 | 19 |
| | 2023 | 19 | 5 | 0 | 3 | 0 | 0 | 21 |
| Texas | 2021 | 48 | 12 | 3 | 0 | 0 | 0 | 57 |
| | 2022 | 57 | 4 | 2 | 0 | 0 | 0 | 59 |
| | 2023 | 59 | 10 | 10 | 0 | 0 | 0 | 59 |
| Utah | 2021 | 29 | 0 | 1 | 0 | 0 | 0 | 28 |
| | 2022 | 28 | 1 | 5 | 0 | 0 | 0 | 24 |
| | 2023 | 24 | 0 | 0 | 0 | 0 | 0 | 24 |
| Virginia | 2021 | 22 | 2 | 2 | 0 | 0 | 0 | 22 |
| | 2022 | 22 | 1 | 2 | 0 | 0 | 0 | 21 |
| | 2023 | 21 | 0 | 0 | 0 | 0 | 0 | 21 |
| Washington | 2021 | 18 | 2 | 3 | 0 | 0 | 0 | 17 |
| | 2022 | 17 | 1 | 2 | 0 | 0 | 0 | 16 |
| | 2023 | 16 | 2 | 0 | 0 | 0 | 0 | 18 |

| (Col. 1) State | (Col. 2) Year | (Col. 3) Outlets at | (Col. 4) Outlets Opened | (Col. 5) Terminations | (Col. 6) Non-Renewals | (Col. 7) Reacquired by Franchisor | (Col. 8) Ceased Operations-Other Reasons | (Col. 9) Outlets at |
|-------------------|------------------|------------------------|----------------------------|--------------------------|--------------------------|--------------------------------------|---|------------------------|
| West Virginia | 2021 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2022 | 8 | 2 | 0 | 0 | 0 | 0 | 10 |
| | 2023 | 10 | 1 | 1 | 0 | 0 | 0 | 10 |
| Wisconsin | 2021 | 3 | 2 | 0 | 0 | 0 | 0 | 5 |
| | 2022 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 0 | 0 | 1 | 4 |
| Wyoming | 2021 | 9 | 0 | 9 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| Totals | 2021 | 615 | 63 | 63 | 0 | 0 | 0 | 615 |
| | 2022 | 615 | 74 | 66 | 0 | 0 | 0 | 623 |
| | 2023 | 623 | 78 | 50 | 3 | 0 | 4 | 644 |

NOTE:

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

| Table No. 4 Status of Company Outlets For Fiscal Years 2021 to 2023 (Col. 1) State | (Col. 2) Year | (Col. 3) Outlets at Start of Year | (Col. 4) Outlets Opened | (Col. 5) Outlets Reacquired From Franchisee | (Col. 6) Outlets Closed | (Col. 7) Outlets Sold to Franchisee | (Col. 8) Outlets at End of Year |
|---|-------------------------|---|-----------------------------------|---|-----------------------------------|---|---|
| All States | 2021 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| Totals | 2021 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |

Table No. 5
Projected Openings As of December 31, 2023,
For following 12-month period

| (Col. 1) State | (Col. 2) Franchise Agreement Signed But Center Not Open | (Col. 3) Projected New Centers in the Next Fiscal Year | (Col. 4) Projected New Company-Owned Centers in the Next Fiscal Year |
|--------------------------|---|--|--|
| Alabama | 0 | 3 | 0 |
| Alaska | 0 | 0 | 0 |
| Arizona | 0 | 3 | 0 |
| Arkansas | 0 | 1 | 0 |
| California | 0 | 3 | 0 |
| Colorado | 0 | 4 | 0 |
| Connecticut | 0 | 0 | 0 |
| Delaware | 0 | 0 | 0 |
| Florida | 0 | 6 | 0 |
| Georgia | 0 | 8 | 0 |
| Hawaii | 0 | 0 | 0 |
| Idaho | 0 | 1 | 0 |
| Illinois | 0 | 2 | 0 |
| Indiana | 0 | 2 | 0 |
| Iowa | 0 | 1 | 0 |

| (Col. 1) State | (Col. 2) Franchise Agreement Signed But Center Not Open | (Col. 3) Projected New Centers in the Next Fiscal Year | (Col. 4) Projected New Company- Owned Centers in the Next Fiscal Year |
|-------------------|--|---|--|
| Kansas | 0 | 1 | 0 |
| Kentucky | 0 | 4 | 0 |
| Louisiana | 0 | 1 | 0 |
| Maine | 0 | 0 | 0 |
| Maryland | 0 | 1 | 0 |
| Massachusetts | 0 | 1 | 0 |
| Michigan | 0 | 2 | 0 |
| Minnesota | 0 | 2 | 0 |
| Mississippi | 0 | 3 | 0 |
| Missouri | 0 | 1 | 0 |
| Montana | 0 | 2 | 0 |
| Nebraska | 0 | 3 | 0 |
| Nevada | 0 | 1 | 0 |
| New Hampshire | 0 | 1 | 0 |
| New Jersey | 0 | 1 | 0 |
| New Mexico | 0 | 1 | 0 |
| New York | 0 | 1 | 0 |
| North Carolina | 0 | 4 | 0 |
| North Dakota | 0 | 2 | 0 |
| Oklahoma | 0 | 2 | 0 |
| Ohio | 0 | 2 | 0 |
| Oregon | 0 | 1 | 0 |
| Pennsylvania | 0 | 1 | 0 |
| Rhode Island | 0 | 1 | 0 |
| South Carolina | 0 | 3 | 0 |
| South Dakota | 0 | 1 | 0 |
| Tennessee | 0 | 2 | 0 |
| Texas | 0 | 5 | 0 |
| Utah | 0 | 2 | 0 |
| Vermont | 0 | 0 | 0 |
| Virginia | 0 | 1 | 0 |
| Washington | 0 | 2 | 0 |
| West Virginia | 0 | 1 | 0 |
| Wisconsin | 0 | 2 | 0 |
| Wyoming | 0 | 3 | 0 |
| Totals | 0 | 95 | 0 |

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

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

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

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

ITEM 21. FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit G are the unaudited financial statements from January 1, 2024 through November 23, 2024 and the audited financial statements for fiscal years ending December 31, 2021, 2022 and 2023.

ITEM 22. CONTRACTS

Attached are the following contracts:

- Exhibit A: [Asphalt](#) Tire Pros Francorp, LLC [d/b/a Tire Pros Francorp.](#) Franchise Agreement, Schedules A-F
- Exhibit B: Confidentiality Agreement
- Exhibit C: 2024 GOLD Dealer Participation Agreement
- Exhibit D: Tire Pros Dealer Portal Terms and Conditions
- Exhibit E: Torqata – Subscription Agreement
- Exhibit L: General Release
- Exhibit N: Receipt(s)

ITEM 23. RECEIPT

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

[ASPHALT](#) TIRE PROS FRANCORP, LLC [D/B/A TIRE PROS FRANCORP.](#)
12200 Herbert Wayne Court, Suite 150
P.O. Box 1251
Huntersville, North Carolina 28070-1251
(704) 992-2000

EXHIBIT A
TIRE PROS FRANCCORP, LLC FRANCHISE AGREEMENT

(see attached)



TIRE PROS FRANCORP, ~~LLC~~
FRANCHISE AGREEMENT

TABLE OF CONTENTS

| Paragraph | Page |
|---|------|
| ARTICLE 1: GRANT OF FRANCHISE; TERM; IDENTIFICATION | 1 |
| 1.1 Grant | 1 |
| 1.2 Term | 1 |
| 1.3 Identification | 2 |
| ARTICLE 2: OPERATING SYSTEM AND PROCEDURES | 2 |
| 2.1 Services to Franchisee | 2 |
| 2.2 Operation of the Center | 3 |
| 2.3 Products and Services; Required Warranty Programs | 3 |
| 2.4 Confidentiality; Non-disclosure | 3 |
| 2.5 TPF Property | 4 |
| 2.6 Your Covenants | 4 |
| 2.7 Approved Products and Brands; Manufacturers and Suppliers | 5 |
| 2.8 Inspections; Books and Records | 5 |
| 2.9 Relationship | 5 |
| 2.10 Indemnification | 5 |
| 2.11 Ownership | 6 |
| 2.12 Standards | 6 |
| 2.13 Taxes | 6 |
| 2.14 Repairs and Maintenance | 6 |
| 2.15 Modernization | 6 |
| 2.16 Computer | 6 |
| 2.17 Non-Cash Payment Systems | 7 |
| ARTICLE 3: TRAINING | 7 |
| 3.1 Initial Training | 7 |
| 3.2 Continuing Training | 7 |
| 3.3 Fees; Expenses | 7 |
| 3.4 Optional Advice and Guidance | 8 |
| ARTICLE 4: INSURANCE | 8 |
| 4.1 Mandatory Insurance | 8 |
| 4.2 Certificates | 8 |
| ARTICLE 5: ADVERTISING; TRADEMARKS | 8 |
| 5.1 Advertising and Promotion Programs | 8 |

| | | |
|--|---|----|
| 5.2 | Funding of System Promotion Programs for the Center | 9 |
| 5.3 | National Advertising Fund | 9 |
| 5.4 | Marketing Council | 10 |
| 5.5 | Advertising Cooperatives | 10 |
| 5.6 | Approval of Advertising and Websites | 10 |
| 5.7 | The Marks | 11 |
| ARTICLE 6: FEES | | 12 |
| 6.1 | Fees | 12 |
| 6.2 | Payment of Monthly Fees | 12 |
| 6.3 | Late Fees | 13 |
| ARTICLE 7: RECORDS AND REPORTS | | 13 |
| 7.1 | Business Records | 13 |
| 7.2 | Business Reports | 13 |
| ARTICLE 8: SALE AND ASSIGNMENT | | 13 |
| 8.1 | Personal Contract | 13 |
| 8.2 | Written Consent | 13 |
| 8.3 | Death and Disability | 14 |
| 8.4 | Transfer or Assumption by TPF | 14 |
| 8.5 | Our Right of First Opportunity to Purchase your Franchise | 14 |
| 8.6 | Our Right of First Refusal | 15 |
| ARTICLE 9: EXPIRATION AND TERMINATION | | 15 |
| 9.1 | Immediate Termination | 15 |
| 9.2 | Termination After Notice | 16 |
| 9.3 | Termination Without Cause | 16 |
| 9.4 | Requirements Upon Termination | 16 |
| ARTICLE 10: MISCELLANEOUS | | 17 |
| 10.1 | Governing Law | 17 |
| 10.2 | Compliance with Laws | 17 |
| 10.3 | Arbitration | 18 |
| 10.4 CONSENT TO JURISDICTION | | 19 |
| 10.5 WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL | | 20 |
| 10.6 LIMITATION OF CLAIMS | | 20 |
| 10.7 | Costs and Attorneys' Fees | 20 |
| 10.8 | Notices | 20 |
| 10.9 | Miscellaneous | 21 |

SCHEDULES

Schedule A - OWNERSHIP INFORMATION

Schedule B - IDENTIFICATION WORK LIST

Schedule C - NON-DISCLOSURE AGREEMENT

Schedule D – INTENTIONALLY LEFT BLANK

Schedule E - DE-IDENTIFICATION RIDER

Schedule F - STATE ADDENDA

A-v

Tire Pros (2024)-EX A

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to off in modified.].*

~~A-v~~

~~Tire Pros (2024)-EX A~~

TIRE PROS FRANCORP, ~~LLC~~
FRANCHISE AGREEMENT

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

RECITALS:

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

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

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

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

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

ARTICLE 1: GRANT OF FRANCHISE; TERM; IDENTIFICATION

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

TIRE PROS Center No.

(the "Center")

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

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

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

ARTICLE 2: OPERATING SYSTEM AND PROCEDURES

2.1 Services to Franchisee.

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

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

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

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

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

- (i) use of the Marks in the operation of the Center;
- (ii) information on tire and services warranty programs required for franchisees operating TIRE PROS Centers under the System as specified by TPF in the Manual ("Required Warranty Programs");

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

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

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

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

2.3 Products and Services; Required Warranty Programs.

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

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

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

2.4 Confidentiality; Non-disclosure.

(a) You acknowledge and agree that the System contains trade secrets of TPF, and other information revealed to you confidentially and that you will have no right to disclose, duplicate, license, sell or reveal any portion of these trade secrets and confidential information to any person, other than your employees who need to be familiar with this information to do his or her job. You agree to sign and deliver to TPF a Non-Disclosure Agreement in the form attached hereto as Schedule C and to obtain from each of your owners, Designated Operator(s) (defined below) and each Center manager a signed copy of such Non-Disclosure Agreement. For purposes of this Agreement, your “owners” shall include all persons with any ownership interest in you or the Center.

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

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

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

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

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

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

(d) You agree that any violation of this Section 2.6 would result in irreparable injury to TPF and the System and that TPF would be without an adequate remedy at law. You therefore agree that in the event of a breach or threatened breach of this Section, TPF shall be entitled, in addition to any other

remedies which it may have hereunder or at law or in equity, to a temporary restraining order and/or temporary or permanent injunction as provided in Section 10.3 without the necessity of showing actual or threatened damage.

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

2.7 Approved Products and Brands; Manufacturers and Suppliers. You will at all times carry the Required Product Offering unless TPF has given you its prior written consent otherwise. All other products and brands that you carry at the Center shall be consistent with TPF's standards detailed in the Manual and the quality of products offered by other TIRE PROS Center operating under the System. TPF and its affiliates may receive payments from manufacturers and suppliers on account of the manufacturer/suppliers' dealings with TIRE PROS Centers that operate under the System. There are certain products and/or brands, like used tires, that we may discourage, but not prohibit you from selling because we do not believe that they are representative of our brand.

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

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

2.10 Indemnification. You agree to exonerate and indemnify TPF and its officers, directors, employees, agents, affiliates, successors and assigns from and against, and to reimburse any one or more of the indemnified parties hereunder for, all Losses incurred as a result of any and all claims based upon, arising out of, or in any way related to (i) the operation or condition of any part of the Center or Center's premises, (ii) the conduct of business at the Center, (iii) the ownership or possession of real or personal property, (iv) the business you conduct under this Agreement, (v) any breach by you under this Agreement,

(vi) your noncompliance or alleged noncompliance with any law, ordinance, rule or regulation including, without limitation, any allegation that TPF or any indemnified party under this Section 2.10, is a joint employer or otherwise responsible for your acts or omissions relating to your employees, and (vii) any negligent act, misfeasance or nonfeasance by you or any of your owners, agents, contractors, servants or employees, and including, without limitation, all your obligations incurred under this Agreement. For purposes of this indemnification and exoneration obligation, “Losses” include all obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that any indemnified party incurs such as, without limitation, arbitrators’, attorneys’, and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement’s expiration or termination. An indemnified party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you under this Section 2.10. You agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an indemnified party may recover from you under this Section 2.10.

2.11 Ownership. Schedule A to this Agreement completely and accurately describes all of your owners and their interests in you as of the Effective Date. In addition to your obligations in Section 8, you and your owners agree to notify TPF in writing whenever there is any change in your organizational structure or if there is a proposed transfer of controlling ownership interest in you such that the ownership information presented on Schedule A would no longer be accurate. “Controlling ownership interest” for these purposes is intended to mean, whether directly or indirectly, either the ownership of, or right to control, 50% or more of the equity ownership of a legal entity or the control of power to direct or cause the direction of the entity’s management and policies. At TPF’s request, you shall provide to TPF a copy of all your governing and/or organizational documents and any amendments thereto.

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

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

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

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

2.16 Computer. You agree to purchase a computer system and/or point of sale system that meets any specifications that TPF may establish, as set forth in the Manual, including such software, peripheral devices and equipment as TPF may specify in the Manual, or otherwise in writing, as reasonably necessary for the efficient management and operation of the Center and the transmission of data to and from TPF (the "Computer System"). TPF may require you to establish and maintain internet and/or web access for the Computer System as specified in the Manual through service providers. At TPF's request, you agree to obtain such upgrades, or other modifications to the Computer System and software to conform to TPF's specifications.

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

ARTICLE 3: TRAINING

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

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

those standards, methods and techniques that are relevant to the performance of their respective duties. You must attend all TIRE PROS National Dealer meetings and conferences unless TPF excuses your absence.

3.3 Fees; Expenses. TPF will not charge a fee for the initial New Dealer Onboarding and Program Training (which is available to all Center employees) In the event that an additional New Dealer Onboarding and Program Training is required, TPF may charge for such courses. You will be responsible for any incidental expenses in connection with the New Dealer Onboarding and Program Training. If we conduct the New Dealer Onboarding and Program Training at any other facility other than your TIRE PROS Center, it will be at a facility located within the city of your TIRE PROS Center location to avoid the expenses of airline travel, lodging and meals to attend the New Dealer Onboarding and Program Training. For all training courses and sessions other than the New Dealer Onboarding and Program Training, you are responsible for the costs of attendance for you, your owner and/or manager, including travel, lodging, meals and other related and incidental expenses, and you may be required to pay for your share of course materials and related training costs.

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

ARTICLE 4: INSURANCE

4.1 Mandatory Insurance.

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

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

4.2 Certificates. Prior to commencing operating the Center as a TIRE PROS Center, you must deliver to TPF Certificates of Insurance showing compliance with the requirements of Section 4.1. These

certificates must state that the policy or policies shall not be canceled or altered without at least 30 days' prior written notice to TPF. Maintenance of insurance under this Section 4 shall not relieve you of any liability under the indemnity provisions of this Agreement or limit such liability.

ARTICLE 5: ADVERTISING; TRADEMARKS

5.1 Advertising and Promotion Programs. TPF will develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all TIRE PROS Centers ("System Promotion Programs"). You agree that TPF has the right to make the final decision regarding System Promotion Programs, including, without limitation, type, quantity, timing, placement and choice of media, market areas and advertising agencies. You agree to participate actively in all System Promotion Programs designated by TPF as part of the ad plan TPF establishes for the Center ("Ad Plan") and you must participate in fully and completely the System Promotions Programs adapted by TPF for the Center in accordance with the Ad Plan. You must (i) participate in all manufacturer or supplier advertising/marketing programs Supplier Marketing Programs established or designated by TPF, (ii) use funds such manufacturers or suppliers allocate, provide or rebate to you based on your purchases for the Center in accordance with the terms of the Supplier Marketing Programs, and (iii) execute any documents required by TPF and/or the manufacturer or supplier to participate in the Supplier Marketing Programs. Supplier Marketing Programs may require you to make certain purchases from certain sources TPF designates. In addition to the System Promotion Programs and Supplier Marketing Programs, you must participate in any other regional and national promotional programs developed by TPF for the System from time to time, in the manner directed by TPF in the Manuals or otherwise in writing ("Supplemental Programs").

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

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

TPF, with guidance of the National Dealer Council, will designate and direct all programs that the National Advertising Fund finances, with oversight and authority over the creative and business concept developments, materials and endorsements used and their geographic, market and media placement and allocation. The National Advertising Fund may be utilized for any advertising, promotion, marketing and brand-related activities, including preparing, producing and placing video, audio and written materials and electronic media; developing, maintaining and administering one or more System Websites, other online presence, and digital media; creating and administering national, regional, multi-regional and local

marketing, advertising including in-home and out-of-home promotional advertising, and including purchasing trade journal, direct mail, digital (e.g. internet, social media and mobile) and other digital and traditional media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public and customer relations, market research, and other advertising, promotion, marketing and brand-related activities. The National Advertising Fund also may reimburse TIRE PROS Center operators for expenditures consistent with the National Advertising Fund's purposes that we periodically specify.

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

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

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

5.4 Marketing Council. TPF may establish a Marketing Council for the Center's market area ("Marketing Council") whose members will be representatives of TPF and TIRE PROS franchisees selected by TPF who are actively involved and interested in System Promotion Programs. The members selected for the Marketing Council shall be at TPF's discretion, and TPF may change such members on a rotating or

other basis. The Marketing Council will meet from time to time in order to consult with and advise TPF in regard to System Promotion Programs. However, you acknowledge and agree that TPF will make the final decision in regard to all System Promotions Programs. You must abide by TPF's determination of the System Promotion Programs that you and the System must follow, and you must fully participate in the System Promotion Programs.

5.5 Advertising Cooperatives.

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

5.6 Approval of Advertising and Websites.

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

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

(c) You must comply with the rules and procedures developed by us for the System, in the manner directed by us in the Manuals or otherwise, with regard to our authorization to use, and use of, blogs, common social networks (including "Facebook"), professional networks (including "LinkedIn"), live blogging tools (including "Twitter"), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools, applications, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile

applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, "Digital Marketing") that are intended to promote or that in any way references the Marks, or involves the System. We have the sole right to control all aspects of any Digital Marketing, including those related to our Marks and franchise. Unless we consent otherwise in writing, you may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Marks.

5.7 The Marks.

(a) TPF represents with respect to the Marks that TPF has the right to use, and to license others to use, the Marks. You expressly understand and acknowledge that TPF and/or its affiliates (or licensor) are the owners of all right, title, and interest in and to the Marks and the goodwill associated with and symbolized by them, and TPF has the right to use, and license others to use, the Marks (both within and outside the Center's trading area). The franchise granted to you under this Agreement to use the Marks is nonexclusive and TPF, in its sole and absolute discretion, has the right to (i) grant other licenses in and to the Marks (in addition to those licenses already granted) both within and outside the Center's trading area, and (ii) develop and license other names and marks on any such terms and conditions as TPF deems appropriate. During the term of this Agreement and after its expiration or termination, you agree not to directly or indirectly contest the validity of, or TPF's ownership of, or right to use and license others to use, the Marks. Nothing in this Agreement shall be considered as vesting in you any right, title or interest in or to the Marks or the goodwill associated with the Marks.

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

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

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

ARTICLE 6: FEES

6.1 Fees. You agree to pay TPF:

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

(b) A monthly franchise fee ("Monthly Franchise Fee"), the initial amount of which shall be \$695 each month, as payment for your continuing right to use the System and Marks. If you operate multiple Centers, we may reduce the monthly Franchise Fee to (i) an amount between \$695 and \$525 for the second Center through the ninth Center you own and operate (ii) an amount between the

amount charged under subpart (i) and \$450 for the tenth Center through the 19th Center and an amount between the amount charged under subpart (ii) and \$395 for the twentieth Center and any additional Centers you own and operate after the twentieth Center. You agree that TPF at its sole discretion may increase the Monthly Franchise Fee at any time during the term of this Agreement up to a maximum monthly amount of \$1,000. You agree that all fees due under Section 6 of this Agreement are not refundable under any circumstances except for errors. TPF agrees to waive the payment of the Monthly Franchise Fee for the first month in the term of this Agreement.

6.2 Payment of Monthly Fees. The monthly marketing fee and National Advertising Fund contribution referred to in Sections 5.2 and 5.3 above is billed in arrears and must be paid by you and received by TPF on or before the 10th day of each calendar month. The Monthly Franchise Fee referred to in Section 6.1(b) is billed in arrears and must be paid by you and received by TPF on or before the 10th day of each calendar month. You agree that TIME IS OF THE ESSENCE regarding payment of the fees due under Section 6 of this Agreement. You agree to pay all fees due under this Agreement either by timely mailing or delivering a check, or if requested by TPF, by automatic direct transfer of funds.

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

ARTICLE 7: RECORDS AND REPORTS

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

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

7.2 Business Reports. You agree to complete and submit to TPF a monthly benchmarking report (the "Monthly Benchmarking Report") in the event these reports are required. You agree to submit the Monthly Benchmarking Report to TPF by email in a format designated by TPF. The Monthly Benchmarking Report will include the Center's (i) payroll, sales and services information, and (ii) other operational data specified in the Manual. Additionally, we require you to provide your sales data so that we may facilitate participation in retail benchmarking and to earn, compute, allocate and/or collect rebates or incentives TPF may offer based upon sellout data or other criteria established by TPF. In addition to the foregoing all sales data that we receive from either the Torqata and/or Guru platforms may be used to calculate ATD's share of account for rebate associated payments. Beyond the purposes set forth in this Agreement we will not use PII or consumer information and or sales data for any other purpose. In order to assist you with providing us with this information we recommend that you use the Torqata and/or Tire

Guru Systems. You may obtain the Torqata system from us, and you will need to sign our subscription agreement for use of this system.

ARTICLE 8: SALE AND ASSIGNMENT

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

8.2 Written Consent. Your rights and interests under this Agreement and any ownership interests in you if you are a legal entity shall not be subject to sale, assignment, transfer or encumbrance (all of which are hereinafter included within the term "transfer") in whole or in part in any manner whatsoever without the prior express written consent of TPF. TPF will not unreasonably withhold its consent. In considering a request for transfer, TPF will consider, among other things, the qualifications, apparent ability, financial condition and credit standing of the proposed transferee as if he or she were a prospective direct purchaser of a franchise from TPF. TPF may require as a condition precedent to the granting of its consent related to any transfer that (i) there shall be no existing default in your obligations under this Agreement or any other agreement with TPF and the Center shall be in condition and appearance satisfactory to TPF and meet TPF's then-current standards for new TIRE PROS Centers; (ii) you shall have settled all outstanding accounts with TPF and its affiliates; (iii) you shall have paid TPF the then-current transfer fee as set by TPF but not greater than \$2,000; (iv) you and the transferee shall sign such documentation required by TPF in connection with the transfer (which may include having the transferee sign a new franchise agreement and you and/or transferor signing our form of general release) and (v) TPF may terminate the Franchise upon 30 days prior notice during the next 3 years if the purchaser does not maintain or exceed the Center's monthly sales and purchases as compared to the same months of the last 12 months prior to the transfer. Neither this Agreement, any of the rights granted to you hereunder nor any ownership interests in the purchaser shall be retained by the transferor as security for the payment of any obligation that may arise by reason of any such transfer.

8.3 Death and Disability.

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

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

8.4 Transfer or Assumption by TPF. TPF has the right to transfer or assign its rights, interest and obligations under this Agreement to any person or entity and TPF's interest will bind and inure to the benefit of any transferee, successor or assignee. After TPF's transfer or assignment of this Agreement to a

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

8.5 Our Right of First Opportunity to Purchase your Franchise. At any time during the term of the Franchise Agreement including the 30 day notice period prior to the effective date of termination of your franchise set forth in Section 9.2, if you are considering the sale or transfer of your franchise to a third party, before offering the franchise to such third party you must send us an offer in writing ("Offer Notice") containing the exact terms and conditions on which you are willing to transfer the Franchise and the right to use your current location. The offer shall also include (a) financial statements of your business and (b) an accurate copy of your then current lease for the Premises of your Tire Pros business or your terms for sale of the underlying real estate if applicable. Upon receipt of the Offer Notice we will have the option, exercisable by notice ("Response Notice") delivered to you within 30 business days thereafter, to find a suitable purchaser that is approvable by us to purchase your business for the price and terms contained in the Offer Notice. The third-party candidate will have the right to investigate and analyze the business, assets and liabilities and all other matters it deems necessary or desirable in order for such third party to make an informed investment decision with respect to the fairness of the terms described in the Offer Notice. Such third-party candidate may conduct such investigation and analysis in any manner it deems reasonably appropriate, and you and your owners agree to provide them with all information requested and to cooperate fully with them in connection therewith.

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

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

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

8.6 Our Right of First Refusal. If the terms of the Third Party Offer pursuant to Section 8.5 are different in any material respect (including price and/or payment terms) from those contained in the Offer Notice pursuant to Section 8.5, we will have the option, exercisable by notice delivered to you within 15

business days from the date of delivery to us of a complete and accurate copy of the Third Party Offer, to cause the acceptance of such Third Party Offer to a party approved by us for the price and on the terms and conditions contained in such Third Party Offer.

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

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

ARTICLE 9: EXPIRATION AND TERMINATION

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

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

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

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

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

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

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

The provisions of Sections 9.1 and 9.2 are subject to the provisions of any local statutes or regulations which may prohibit TPF from terminating this agreement without good cause or without giving you additional written notice of termination and opportunity to cure any default.

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

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

(a) On or before the expiration of thirty days from the date of termination of your Tire Pros franchise, discontinue the use of the System and Marks, which includes but is not limited to advertisements (e.g. radio, television, print, etc.), internet web sites, social media pages such as Facebook, Twitter, etc., point of sale materials (e.g. displays, banners, posters, etc.), and other ancillary items (e.g. invoices, business cards, uniforms, etc.) used in the operation of the Center.

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

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

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

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

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

(e) pay to us within fifteen (15) days after this Agreement expires or is terminated, or on any later date that the amounts due are determined, all amounts owed to us or our affiliates under this Agreement including unpaid Monthly Franchise Fees, National Advertising Fund contributions and other damages arising from this Agreement's termination. These amounts do not include the Termination Fees set forth below in the event that you have not completed the de-identification of your Tire Pros Business to our satisfaction.

(f) You must undertake immediately the de-identification of your Tire Pros business in accordance sub sections (a)-(d) of this section 9.4. If you have not undertaken the de-identification of your business within 90 days from the date of termination then we may arrange for the de-identification of your business with any third party to do so, and such self-help remedy shall not be considered as trespassing

on your Tire Pros location. Moreover, if such de-identification is not completed on or before 30 days from the date of termination for any reason, then you are required to pay royalties on all business conducted at

the same required rate as set forth in this Agreement, until de-identification is completed to our satisfaction ("Termination Fee").

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

Your Initials:

ARTICLE 10: MISCELLANEOUS

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

10.2 Compliance with Laws.

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

(b) You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement, as provided in Section 9.1(a) above.

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

- (a) THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND TPF;
- (b) TPF'S RELATIONSHIP WITH YOU;
- (c) THE SCOPE AND VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND TPF OR ANY PROVISION OF SUCH AGREEMENTS (INCLUDING, BUT NOT LIMITED TO, THE VALIDITY AND SCOPE OF THE ARBITRATION OBLIGATIONS UNDER THIS SECTION, WHICH THE PARTIES ACKNOWLEDGE IS TO BE DETERMINED BY AN ARBITRATOR AND NOT A COURT); OR
- (d) ANY STANDARDS FOR THE SYSTEM;

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

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

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

YOU AND TPF AGREE TO BE BOUND BY THE PROVISIONS OF ANY LIMITATION ON THE PERIOD OF TIME IN WHICH CLAIMS MUST BE BROUGHT UNDER APPLICABLE LAW OR THIS

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

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

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

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

10.4 CONSENT TO JURISDICTION.

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

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

10.5 WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.

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

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

10.6 LIMITATION OF CLAIMS.

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

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

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

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

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

TPF: ~~William Thomas More (Bill) Williams~~ Robert Toms, IV
Asphalt Buyer II, LLC (dba American Tire Distributors, Inc.)
12200 Herbert Wayne Court Suite 150
Huntersville, NC 28070-3145

You:

10.9 Miscellaneous.

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

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

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

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

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

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

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

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

Your Initials:

* * * * *

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

YOU:

By: _____

Name: _____

Title:

DO NOT SIGN UNLESS ALL BLANKS
HAVE BEEN FILLED IN

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, ~~LLC~~

By: _____

[4923-2591-0054.1](#)

A-

Tire Pros (2024)-EX A

Name: _____

Title:

~~Title:~~ _____

SCHEDULE A

OWNERSHIP INFORMATION

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

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

(ii) **Corporation, Limited Liability Company, or Partnership.** (CIRCLE ONE)

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

| <u>Name of Each Director/Officer</u> | <u>Position(s) Held</u> |
|---|--------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

| | <u>Owner's Name</u> | <u>Percentage/Description of Interest</u> |
|-----|----------------------------|--|
| (a) | _____ | _____ |
| (b) | _____ | A- Tire Pros (2024) EX A |
| (c) | _____ | _____ |
| | _____ | _____ |
| (d) | _____ | _____ |
| | _____ | _____ |

SCHEDULE B

IDENTIFICATION WORK LIST

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

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

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

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

YOU:

By: _____

Name: _____

Title: _____

Date: _____

TPF:

TIRE PROS FRANCORP, ~~LLC~~

A-

Tire Pros (2024)-EX A

[4923-2591-0054.1](#)

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

SCHEDULE C

TIRE PROS NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

b. ~~Information which, after disclosure, is published or otherwise becomes part of the public domain through no fault of the Undersigned, including sales literature, point of sale materials, warranty booklets, claims forms and promotional or sales support materials intended for distribution to the public; or~~

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

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

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

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

* * * * *

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

Company
Name: _____

Signature _____

Printed
Name: _____

Title:

~~Title:~~

~~Signatures of Designated Operator(s) and each Owner~~

4923-2591-0054.1

A-

Tire Pros (2024)-EX A

Schedule 1 To Non-Disclosure Agreement

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

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

SCHEDULE D

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SCHEDULE E

DE-IDENTIFICATION RIDER

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

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

LANDLORD:

TENANT:

By: _____ By: _____

Its: _____ Its: _____

SCHEDULE F

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

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

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

1. The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business. For any development agreement, the payment of the development and initial fee attributable to a specific unit is deferred until that unit is open. Accordingly, the initial franchise fee described in Section 6.1 of this Agreement is deferred until your TIRE PROS Center opens for business and TPF has completed its initial obligations to you under this Agreement.

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

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

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

5. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

6. The Agreement requires binding arbitration. The arbitration will occur at a suitable location chosen by the arbitrator in North Carolina, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil

Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

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

9. No statement, questionnaire, or acknowledgment signed by a franchisee in connection with the commencement of the franchise relationship shall be construed as waiving any claims under any applicable state franchise law, including fraud in the inducement, or as disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

[Signatures Appear on Following Page]

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

YOU:

If an Individual:

Signature:_____

Print Name:_____

If other than an Individual:

By:_____

Name:_____

Title:_____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, ~~LLC~~

By: _____

Print Name: _____

Title: _____

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

Illinois law governs the Franchise Agreement(s).

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

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

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

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

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

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

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

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

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

YOU:

If an Individual:

Signature:

Print Name:

If other than an Individual:

By:

Name:

~~Title:~~

Title:

DO NOT SIGN UNLESS ALL BLANKS
HAVE BEEN FILLED IN

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP,~~LLC~~

By:_____

Print Name:_____

Title:_____

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

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

1. Under Section 2.10 of the Agreement, you will not be required to indemnify TPF for any liability imposed on TPF as a result of your reliance on or use of procedures and materials which TPF required, if such procedures were utilized by you in the manner required by TPF.
2. Sections 8 of the Agreement contain a provision requiring a general release as a condition of transfer of the franchise. Each provision is inapplicable under the Indiana Deceptive Franchise Practices Law, IC § 23-2-2.7-1(5).
3. Section 10.3 of the Agreement is amended to provide that arbitration between you and TPF will be conducted at a mutually agreed-on location.
4. Section 10.1 of the Agreement is amended to provide that in the event of a conflict of law, the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law will prevail.
5. Nothing in the Agreement will abrogate or reduce any rights you have under Indiana law.
6. You and TPF agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier.
7. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Act are met independently without reference to this Addendum.
8. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

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

YOU:

If an Individual:

Signature:_____

Print Name:_____

If other than an Individual:

By:_____

Name:_____

Title:_____

YOU:

If an Individual:

Signature:_____

Print Name:_____

If other than an Individual:

By:_____

Name:_____

Title:_____

_____ **[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP,~~LLC~~

By:_____

Print Name:_____

Title:_____

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

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

1. Notwithstanding anything contained in this Agreement to the contrary, all initial fees and payments due under this Agreement, including the initial franchise fee described in Section 6.1 of this Agreement, are deferred until your TIRE PROS Center opens for business and TPF has completed its initial obligations to you under this Agreement.
2. The general release language required as a condition of renewal, sale and/or assignment or transfer shall apply except for claims arising under the Maryland Franchise Registration and Disclosure Law.
3. You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
4. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of your franchise. Any limitation on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.
5. Your acknowledgments or representations made in Section 10 of this Agreement, which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law, are not intended to nor shall they act as release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
6. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.
7. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

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

YOU:

If an Individual:

Signature:_____

Print Name:_____

If other than an Individual:

By:_____

Name:_____

Title:_____

YOU:

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, ~~LLC~~

By: _____

Print Name: _____

Title: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures Appear on Following Page]

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

YOU:

If an Individual:

Signature:_____

Print Name:_____

If other than an Individual:

By:_____

Name:_____

Title:_____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, ~~LLC~~

By: _____

Print Name: _____

Title: _____

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

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

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

2. Notwithstanding any provision of the Agreement to the contrary, all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force, it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

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

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

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

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

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

[Signatures Appear on Following Page]

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

YOU:

If an Individual:

Signature:_____

Print Name:_____

If other than an Individual:

By:_____

Name:_____

Title:_____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP,~~LLC~~

By:_____

Print Name:_____

Title:_____

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures Appear on Following Page]

[Signatures Appear on Following Page]

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

YOU:

If an Individual:

Signature:_____

Print Name:_____

If other than an Individual:

By:_____

Name:_____

Title:_____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP, ~~LLC~~

By: _____

Print Name: _____

Title: _____

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

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

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

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

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

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

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

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

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

[Signatures Appear on Following Page]

[Signatures Appear on Following Page]

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

YOU:

If an Individual:

Signature:_____

Print Name:_____

If other than an Individual:

By:_____

Name:_____

Title:_____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP,~~LLC~~

By: _____

Print Name: _____

Title: _____

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

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

1. The initial franchise fee described in Section 6.1 of this Agreement is deferred until your TIRE PROS Center opens for business and TPF has completed its initial obligations to you under this Agreement.
2. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

[Signatures Appear on Following Page]

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

YOU:

If an Individual:

Signature:_____

Print Name:_____

If other than an Individual:

By:_____

Name:_____

Title:_____

YOU:

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP,~~LLC~~

By:_____

Print Name:_____

Title:_____

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

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

1. The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires TPF to defer payment of the initial franchise fee and other initial payments owed by you to TPF until TPF has completed its pre-opening obligations under the Agreement.
2. Section 9.3, Termination Without Cause, of the Franchise Agreement may not be enforceable under Section 13.1-564 of the Virginia Retail Franchising Act.
3. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchise Act, are met independently without reference to this Addendum.
4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signatures Appear on Following Page]

[Signatures Appear on Following Page]

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

YOU:

If an Individual:

Signature:_____

Print Name:_____

If other than an Individual:

By:_____

Name:_____

Title:_____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TPF:

TIRE PROS FRANCORP,~~LLC~~

By:_____

Print Name:_____

Title:_____

WASHINGTON
ADDENDUM TO THE FRANCHISE AGREEMENT, AND RELATED AGREEMENTS
(Washington)

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

1. Section 6.1 of the Franchise Agreement shall be revised to add the following language at the end of this section, “Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business.”
2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
3. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
4. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
5. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.
7. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
8. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting

or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____, 20 ____.

YOU:

If an Individual:

Signature: _____
Print Name: _____

If other than an Individual:

By: _____
Name: _____
Title: _____

TPF:

TIRE PROS FRANCORP, ~~LLC~~

By: _____
Print Name: _____
Title: _____

EXHIBIT B
CONFIDENTIALITY AGREEMENT
(FOR EMPLOYEES)

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

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

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

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

DATED: _____

PRINT NAME: _____

SIGNATURE: _____

EXHIBIT C

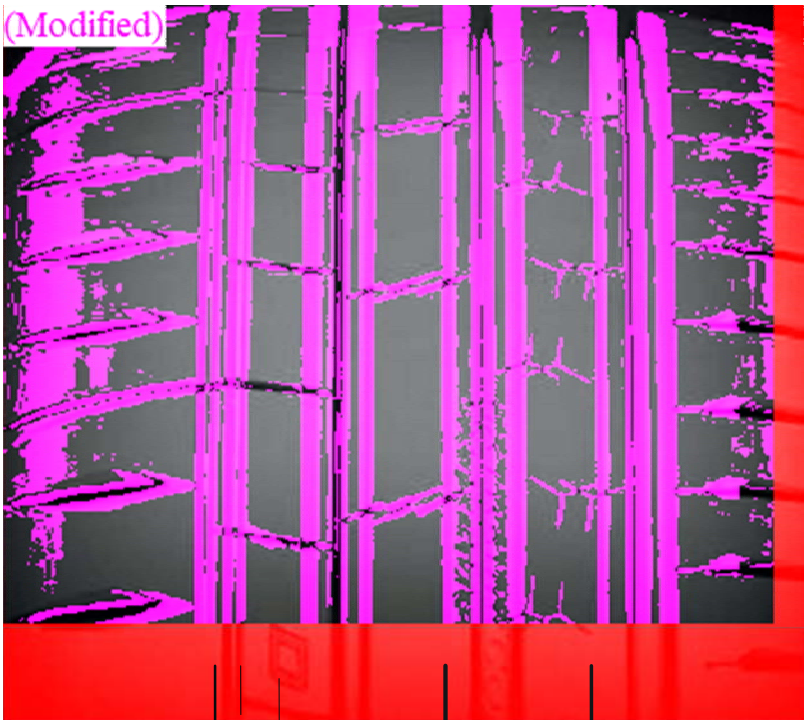
GOLD RETAILER PROGRAM
2024 DEALER PARTICIPATION AGREEMENT

(see attached)

C-i

Tire Pros (2024)-EX C

Passenger and Light Truck Replacement Tires US Market



SMART CHOICE

Continental

(Del)

G-LD

~~2024 GOLD Dealer~~ [d-UZ. 4](#)

Participation Agreement

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

[7.4](#)-----

This Dealer Participation Agreement is entered into between:

GOLD Program Distributor: [7.4](#)-----

~~Name:~~

Name: _____

And

GOLD Program Dealer:

Name: _____

(hereafter "GOLD Distributor" and "GOLD Dealer") which shall be effective upon a fully executed Agreement (defined below) and shall automatically renew annually unless terminated by either GOLD Program Dealer, GOLD Program Distributor or ~~CTA~~ [CIA](#). To be enrolled in the GOLD Program:

1. GOLD Dealer must execute a GOLD Dealer Participation Agreement (which includes the attached Exhibits A, B, C & D, collectively the "Agreement") with a GOLD Distributor, and the Agreement must be submitted to CTA GOLD Program Headquarters by the GOLD Distributor ~~along with~~ [along with](#) (i) a copy of the required minimum opening order of twenty-four (24) Tires purchased within 30 days of the effective date of the fully executed Agreement; (ii) a voided check; and (iii) completed W-9. It is mandatory for a GOLD Dealer to complete and submit Exhibit C (GOLD Dealer Information Form) for every dealer-owned Retail Location (as defined in the Agreement).
2. GOLD Distributor must obtain written approval by ~~CTA~~ [CIA](#) GOLD Program Headquarters to activate a GOLD Dealer account(s).
3. Each approved GOLD Dealer owned Retail Location will receive a GOLD Dealer account number from the ~~GOLD~~ [GOLD](#) Distributor.

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

Changes to the GOLD Dealer Participation Agreement cannot be made without the prior written consent of CTA. CTA reserves the right to make changes to the GOLD Dealer Participation Agreement at anytime. Moreover, on or before December 31 of each calendar year, ~~CTA~~ [CIA](#) will provide a copy of the GOLD Dealer Participation Agreement containing the revised GOLD ~~Program~~ [Program](#) terms and conditions for the subsequent renewing ~~year to year~~ [year to year](#) to the GOLD Dealer via the preferred communication methods selected by the GOLD Dealer on Exhibit C. ~~GOLD Dealer Participation Agreements do not require signatures during a renewal term and are for informational purposes only. The parties to this Agreement will abide by the provisions of the GOLD Dealer Program and the GOLD Dealer~~ [Participation Terms](#) [Participation Terms](#) and Conditions.

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

@ntinental8



GOLD DISTRIBUTOR

GOLD DEALER

GOLD-DISTRIBUTOR

GOLD-DEALER

(Signature — ~~Authorized~~ Aut horized Representative)

(Signature — ~~Authorized~~ Representative)

Name:- _____ Name:- _____

Title:- _____ Title:- _____

Date:- _____ Date:- _____

Name:-
Title:-
Date:-

Name:-
Title:-
Date:-

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

C

Tire Pros (2024)EX C

4923-2591-0054.1

GOLD Dealer Participation Terms and Conditions

Eligibility and ~~Requirements~~ Requirements of GOLD Dealer

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

- ~~4.~~ A "Retail Location" shall be defined as a brick and mortar location that sells to consumers and performs onsite mount and balance services. Car dealers and direct PLT customers of CTA are not eligible to participate in the GOLD Program.
2. On an annual basis, GOLD dealers must commit to purchase a minimum of 400 Continental and General brand Tires for a single Retail Location or a minimum of 400 Continental and General brand Tires per linked Retail Locations.
3. Sell Tires only from the Retail Location(s) designated in this Agreement (or additional GOLD Retail Location(s) as approved in writing by CTA in its sole discretion) and only directly to end consumers who purchase Tires at the Retail Location(s).
4. Tires wholesaled are not authorized for any GOLD Dealer Program benefits.
5. Identify each Retail Location with Continental and General Tire brand identification.
6. Purchase, inventory and display a minimum of two marketing lines of Tires listed on Exhibit A.
- ~~7.~~ 7. Participate in, at the request of CTA, training programs including self-study and certification.
8. Offer high quality, professional passenger and light truck service to the consumer.
9. Administer and service all ~~CTA~~ CTA warranty and adjustment policies (including OE customers).
10. Disclose all owned Retail Locations using Exhibit C. A GOLD Dealer with owned Retail Locations identified on Exhibit C that share a federal ~~tax~~ identification number, and have been approved by CTA GOLD Program ~~Headquarters~~ Headquarters, will be considered single ownership with Linked Retail Location accounts. Each Retail Location will have its own GOLD Dealer Account Number. The address provided on the W9 will be considered the GOLD Dealer Main Retail Location. GOLD Rewards and ~~Volume~~ Vokirne Bonus (as defined below) achieved by the GOLD Dealer Main Retail Location and its linked Retail Locations will be paid to the GOLD Dealer Main Retail ~~Location~~ Location.
11. A GOLD Dealer with owned Retail Locations identified on Exhibit C that operate under the same ownership, but do not operate ~~under the~~ under the same federal tax identification number, must contact CTA GOLD Program Headquarters at pltgold@conti-na.com or 833-421-9584 to provide the required information for approval to establish linked GOLD Dealer accounts. Each Retail Location will have its own GOLD Dealer Account Number. The GOLD Dealer will designate its Main Retail Location. GOLD Rewards and Volume Bonus (as defined below) achieved by the GOLD Dealer Main Retail Location and its Linked Retail Locations will be paid to the GOLD Dealer Main Retail Location.
12. GOLD Dealer must notify GOLD distributor and CTA GOLD Program Headquarters (~~pltgold@conti-na.com~~ pltgold@conti-na.com) within 10 days of any changes in ownership of Retail Locations (additions or reductions).
13. Make available, at the request of the GOLD Distributor or CTA, all sales and purchase information necessary to verify performance pursuant to the terms of this GOLD Dealer Program.
14. GOLD Dealer may utilize websites to support consumer sales and advertise Continental and General brand Tires. Any Tires sold through websites must be installed at the GOLD Dealer Retail Location listed in the Agreement. GOLD Dealers must disclose any and all websites to be used for online sales and/or marketing of Continental or General Tire brand Tires in the GOLD Dealer Information section on Exhibit C of the Agreement. ~~Websites~~ Websites not disclosed to CTA GOLD Program Headquarters are not allowed and will result in termination from the GOLD Program.

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

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

Selection of GOLD Distributor

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

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

GOLD Rewards and Volume Bonus

1. Quarterly, GOLD Dealer will earn cash rewards ("GOLD Rewards") on all qualified Tire purchases from its approved GOLD

Distributor pursuant to Exhibit A. The quarterly GOLD Rewards are paid by CTA directly to GOLD Dealer that attains its quarterly purchase objectives, via direct deposit. At GOLD Dealer's request, a check can be mailed to the business for a fee of \$15.00 per check. All checks/deposits will be made payable to the GOLD Dealer at either the Retail Location or the Main Retail Location, if applicable.

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

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

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

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

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

7. New GOLD Dealers will be enrolled on the first of the month with a prorated quarterly objective for the first four (4) quarters. Twenty-four (24) tires opening order may be applied toward the first month's prorated objective.

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

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

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IN TIRES

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

Rules and Guidelines

1. The GOLD Dealer Program applies to the purchase of Tires from an authorized GOLD Distributor and delivered directly to a GOLD Dealer Retail Location listed in the Agreement (no drop ship). GOLD Distributor will report the Tire purchases daily by each GOLD Dealer Retail Location. The Tire purchases must be reported by GOLD Dealer account number, invoice date, invoice number, invoice line number, article number, and quantity.
2. To be eligible to use current Continental and/or General Tire logos on any website, GOLD Dealer and GOLD Distributor who have any online Marketing/Sales site must be disclosed with CIA. CTA has the right to decline any GOLD Dealer or GOLD Distributor from using CTA logos for any reason.
3. Enrollment Schedule:

| Last month of the quarter | |
|---------------------------|---|
| Set day | Last day to nominate a dealer in ContiLink |
| 15 day | Last day to submit documents: Executed GOLD Dealer Agreement, W9, Voided Check, 24 tire opening order |

Additional Terms and Conditions

1. GOLD Distributor and GOLD Dealer have each read and understand the GOLD Dealer Participation Agreement and agree to abide by all its terms and conditions.
2. GOLD Distributor and GOLD Dealer will use their best efforts to promote sales of the Continental and General brand Tires.
3. GOLD Distributor and GOLD Dealer will use CTA trademarks only as authorized by CTA. CTA has the right to decline any GOLD Dealer from using CTA logos for any reason.
4. GOLD Program Distributor and GOLD Program Dealer shall not disclose the terms of this Agreement or the GOLD Dealer Program to any other party without the consent of CTA, except as required by law.
5. Active GOLD Dealers may participate in CTA's Dealer Business Suite via ContiLink which provides GOLD Dealers with access to discounts with CTA's third-party vendors participating in its Dealer Business Suite. When GOLD Dealer elects to participate in or learn more about any of CTA's Business Suite offerings, GOLD Dealer authorizes CTA to provide such Dealer Business Suite third party vendors with GOLD Dealer's name and address, as well as certain personal information (including name, phone number, and email address) related to GOLD Dealer and its participating employees and agents. GOLD Dealer agrees to: (i) release CTA from any and all damages relative to its participation in the Dealer Business Suite and (ii) indemnify and hold CTA harmless from and against any and all third party vendor claims, damages, liabilities, costs or expense (including legal fees) made or brought against, or suffered or incurred by, CTA in connection with the Dealer Business Suite.

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

6. The GOLD Dealer Program and this Agreement shall be governed by the laws of the State of North Carolina and any dispute involving this Agreement will ~~be~~ brought before a court located in Charlotte, North Carolina.
7. GOLD Dealer agrees to adhere to Continental's Business Partner Code of Conduct located at:
<https://www.continental.com/en/sustainability/sustainable-corporate-governance/sustainable-corporate-governance/business-partner>.
8. GOLD Dealer agrees that the GOLD Dealer Program Agreement will auto renew annually. GOLD Dealer further agrees that ~~CTA~~ reserves the right to make changes to the GOLD Dealer Participation Agreement at ~~anytime~~ any time. Moreover, on or before December 31 of each calendar year, ~~CTA~~ CTA will provide a copy of the GOLD Dealer Participation Agreement containing the revised GOLD Program terms and conditions for the subsequent renewing year ~~to the~~ to the GOLD Dealer via the preferred communication methods selected by the GOLD Dealer on Exhibit C. GOLD Dealer Participation Agreements do not require signatures during a renewal term and are for informational purposes only. Non-performing GOLD Dealers, as determined by CTA in its sole discretion, may not be eligible for auto renewal and will be notified by CTA. ~~CTA~~ CTA reserves the right to evaluate the performance of GOLD Dealers based on predetermined criteria, including but not limited to the minimum annual purchase objective, engagement, and adherence to GOLD Program guidelines. GOLD Dealer may opt out of auto renewal at any time with written notice to CTA thirty (30) days prior to the expiration of the current Program term.
9. ~~CTA~~ reserves the right to terminate ~~this~~ this Agreement at any time, without cause or liability. GOLD Dealer and GOLD Distributor may terminate this Agreement with thirty (30) days written notification to ~~CTA~~ CTA GOLD Program Headquarters.
10. This Agreement represents the entire agreement and supersedes any and all previous agreements and understandings between the parties relating to the subject matter hereof, and may be amended only in writing, signed by both parties.
11. CTA is not a party to this Dealer Participation Agreement but is a third-party beneficiary of certain obligations of the parties to such Agreement

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

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(Add)

EXHIBIT A

Products and Rewards

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

GOLD Dealers are required to purchase and inventory with a minimum of two (2) marketing lines of ~~FireTires~~ Tires. Please check the boxes below to identify the product lines you will carry.

| Continental Tires | | | | |
|--|-------------------|--|-------------------|---|
| GOLD Reward | Check k Box | Marketing Line | Check k Box | Marketing Line |
| \$10.00 | e | ContiPrnnintart ContiPrnnintart (CCH) | e | Prof entart miart RX (ewCOT) |
| | e | ContiSportContact 2 (CAV) | e | ProContact TX (C9V) |
| | e | ContiSportContact 3 (CIL) | e | ProContact TX10 (A2J) |
| | e | ContiSportContact 5 (C1F) | e | PureContact PureContact LS (TIE) |
| | e | ContiSportContact 5P (C44) | e | SportContact 6 (ELZ) CUL |
| | e | CrossContact ATR (CPU) | e | SportContact 7 (A1T) |
| | e | CrossContact LX Sport Spoil (GABCAO) | e | TerrainContact A/T ATE (CPL) |
| | e | CrossContact D-20 LX20 (C78) | e | TerrainContact TeirainContac H/T (TIP) |
| | e | CrossContact LX25 LX2.5 (CSE) | e | TrueContact Tour (TIF) |
| | e | CrossContact RX (GX) CCTX | e | TrueContact Tour 54 (A4) EME |
| | e | CrossContact UHP (CB2) | e | VancoFourSeason (CCG) |
| | e | ExtremeContact DWS-06 Plus (A06) | e | VanContact A/S Ultra (A24) |
| | e | ExtremeContact Sport Sport 02 (A25) | e | VanContact Winter (CW3) |
| | e | PremiumContact PremiumContact 6 (CP3) | e | VanContact A/S (GPP) C PP |
| | e | ProContact GX (C 9U) | e | VikingContact 7 (V1B) |
| Counts toward annual annual purchase of effective effective | e | Continental Other (CZZ) | | |
| | | General Tires | | |
| GOLD Reward | Check Box | Marketing Line | Check Box | Marketing Line |
| \$7.00 | e | G-MAX AS-05 | e | Grabber APT |
| | e | G-MAX AS-07 | e | Grabber Arctic |
| | e | G-MAX RS | e | Grabber Arctic LT |
| | e | Grabber HD Van | e | Grabber HD |
| | e | Grabber A/T Sport | e | Grabber HTS60 |
| | e | Grabber A/T Sport-W | e | Grabber X3 |
| | e | Grabber A/T X | | |
| \$5.00 | e | AltMAX AltMAX 365 AW (TKA) | | |
| | e | AltMAX AltMAX Arctic 12 (TOY) | | |

EXHIBIT B

Volume Bonus Levels*

| | Express | Select | Elite** Hit | Premier** + |
|---|---------|---------|------------------------|------------------------|
| Year Tires | 800 | 1,400 | 2,200 2,200 | 3,800 3,800 |
| Eer-Tire Per Tire bonus | \$2.00 | \$3.00 | \$4.00 | \$5.00 |
| Year End Payment Example based on 1-year full enrollment | \$1,600 | \$4,200 | \$8,800 | \$19,000 |

2024 Volume Bonus Tracking Schedule

| Level | Payment | END OF Q1 | END OF Q2 | END OF Q3 | END OF Q4 |
|---------|-------------------------|-----------|-----------|-----------|-----------|
| Express | 52.00 \$2.00 | 200 | 400 | 600 | 800 |
| Select | \$3.00 | 350 | 700 | 1,050 | 1400 |
| Elite | \$4.00 | 550 | 1,100 | 1,650 | 2,200 |
| Premier | \$5.00 | 950 | 1,900 | 2,850 | 3,800 |

GOLD Incentive Trip Opportunity**

| | Elite | Premier | | 1 n * |
|---|---------------------|-------------------------------|--|---|
| Annual 1-1111- Vol Tires Purchased | 2,200 | 3,800 | 4,400 | 6,000 |
| 1111- Single GOLD Retail Location | 1 Elite Trip Earned | 1 Premier Trip Earned maximum | | |
| 1111- GOLD Dealer with Linked Retail Locations | 1 Elite Trip Earned | 1 Premier Trip Earned | 1 Premier Trip OR 2 Elite Trips Earned | 1 Premier 1-1111- Trip maximum AND 1 Elite Trip Earned |

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

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

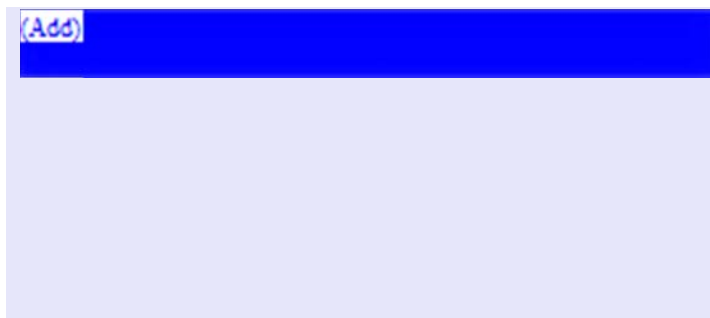
Continental Tire the Americas, ~~EE~~LLC (~~CH~~ACTA) reserves the nght to. change or cancel this program at any time; ~~disqualify~~ any distnbutor or dealer from the program at any time. In all ~~matters~~matters relating to the interpretation and application of the program guidelines, the decision of CTA ~~wa~~ll be final. We reserve the ~~-right~~right to audit all ~~disb~~ibutor and dealer sales and program records ~~-the~~luding ~~including~~ individual store ~~locat~~ions

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EXHIBIT C

GOLD Dealer Information Form

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

| | |
|--|---|
| Dealer Name <u>Na me</u> | |
| Dealer Address | |
| City, State, Zip | |
| Contact Name | |
| E-mail address | |
| Your website <u>website(s)</u> | |
| Federal tax ID# <u>Tax IDA</u> | |
| Promotional Kit Type (Select One) | 0 Kit 1 - Tire Center, Poster, Counter Card, Computer Lug, and Rebate Pad 0 Kit 2 - Poster, Counter Card, Computer Lug, and Rebate Pad 0 Kit 3 - Rebate Pad Only <u>Only</u> |
| Location Type | CH <u>0</u> Main Retail Location E Linked Location Request |
| List any existing GOLD account numbers: | |
| Vendor Banking Information | |
| Payment Type | 0 ACH (direct deposit)* 0 Check** |
| Name on Account | |
| Bank Name | |
| Address | |
| City, State, Zip | |
| County | |
| Branch Name | |
| Bank <u>Bank</u> ff Key Routing g <u>g</u> | |
| Bank Account g <u>ir</u> | |

GOLD Dealer must provide ~~Tax~~Tax ID ~~ft~~ft vendor ~~bulking Information and W9~~benidng Infomiet on end WI form In order to ~~revolve~~receive cash rewards.

~~A~~A copy of ~~ea~~ea voided ~~chederhea~~chederhea is required ~~farfor~~farfor direct deposit payment

~~A~~A \$15.00 check ~~procembeprocessing~~procembeprocessing fee ~~watll~~will be deducted from your quarterly ~~rewards~~rewards.

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

~~dealer~~ dealer ~~are~~ are ~~part of the program~~ part of the program ~~including individual~~ including individual

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GOLD Dealer Information Form

| | |
|---|---|
| Dealer Name | |
| Dealer Address | |
| City, State, Zip | |
| Contact Name | |
| E-mail address | |
| Your websites | |
| Federal Tax ID# | |
| Promotional Kit Type (Select One) | <input type="checkbox"/> Q Kit 1-Tire Center, Poster, Counter Card, Computer Lug, and Rebate Pad <input type="checkbox"/> Q Kit 2 - Poster, Counter Card, Computer Lug, and Rebate Pad <input type="checkbox"/> Q Kit 3 - Rebate Pad Only |
| Location type Type | <input type="checkbox"/> Q Main Retail Location <input type="checkbox"/> Q Linked Location Request |
| List any existing GOLD account numbers: | |

| | |
|---|--|
| Dealer Name | |
| Dealer Address | |
| City, State, Zip | |
| Contact Name | |
| E-mail address | |
| Your websites | |
| Federal Tax ID# | |
| Promotional Kit Type (Select One) | <input type="checkbox"/> Q Kit 1 -Tire Center, Poster, Counter Card, Computer Log Lug , and Rebate Pad <input type="checkbox"/> Q Kit 2 - Poster, Counter Card, Computer Lug, and Rebate Pad <input type="checkbox"/> Q Kit 3 - Rebate Pad Only |
| Location Type | <input type="checkbox"/> Q Main Retail Location <input type="checkbox"/> Q Linked Location Request |
| List any existing GOLD account numbers: | |

Continental Tire the ~~American~~ [Americas](#) LLC (CIA) reserves the right to change or cancel this program at any ~~time~~ [time](#); disqualify ~~any distributor~~ [any distributor](#) or dealer ~~is~~ [from](#) the program

at any time ~~in~~ [in](#) all matters ~~relating to~~ [the](#) interpretation ~~and~~ [and](#) application of the program gLidelines. the ~~decision~~ [decision of CTA will be](#) final We ~~reserve~~ [reserve](#) the right to audit all distributor and ~~dealer~~ [dealer](#) sales ~~and~~ [and](#) program records, including ~~store locations~~ [individual store locations](#)

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GOLD Dealer Information Form

| | |
|---|--|
| Dealer Millie Name | |
| Dealer Address | |
| City, State, Zip | |
| Contact Name | |
| E-mail address | |
| Your websites | |
| Federal Tax ID# | |
| Promotional Kit Type (Select One) | ☒ <u>0</u> Kit 1 - Tire Center, Poster, Counter Card, Computer Lug, and Rebate Pad ☒ <u>0</u> Kit 2 - Poster, Counter Card, Computer Lug, and Rebate Pad ☒ <u>0</u> Kit 3 - Rebate Pad Only |
| Location Type | ☒ <u>0</u> Main Retail Location ☒ <u>0</u> Linked Location Request |
| List any existing GOLD account numbers: | |

| | |
|---|--|
| Dealer Name | |
| Dealer Address | |
| City, State, Zip | |
| Contact Name | |
| E-mail address | |
| Your websites | |
| Federal Tax ID# <u>IN</u> | |
| Promotional Kit Type (Select One) | ☒ <u>0</u> Kit 1 - Tire Center, Poster, Counter Card, Computer Lug, and Rebate Pad ☒ <u>0</u> Kit 2 - Poster, Counter Card, Computer Lug, and Rebate Pad ☒ <u>0</u> Kit 3 - Rebate Pad Only |
| Location Type | ☒ <u>0</u> Main Retail Location ☒ <u>0</u> Linked Location Request |
| List any existing GOLD account numbers: | |

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

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all ~~distribitor~~[distributor](#) and dealer sales and program ~~r~~[records](#), including individual store locations

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GOLD Dealer hereby agrees to provide their preferred communication method for future changes or updates to the GOLD Program. It is the GOLD Dealer's responsibility to ensure that the contact information provided is accurate and up to date. CTA may communicate changes or updates to the GOLD Program through the preferred communication methods chosen below by the GOLD Dealer. GOLD Dealer must **select a minimum** of two communication

| | | |
|--|---|---|
| IF-  | RPM Program | <input type="checkbox"/> Yes, <input type="checkbox"/> No, I |
| <input type="checkbox"/> | <input type="checkbox"/> Yes, I agree to allow my store employees to participate in CTA's LTA's RPM Pro 43 Progra | |
| <input type="checkbox"/> | <input type="checkbox"/> No, I do not agree to allow my store employees to participate in CTA's RPM Nowe H Program | |

Auto Renewal Communication

GOLD Dealer hereby agrees to provide their preferred communication method for future changes or updates to the GOLD Program. It is the GOLD Dealer's responsibility to ensure that the contact information provided is accurate and up to date. CTA may communicate changes or updates to the GOLD Program through the preferred communication methods chosen below by the GOLD Dealer. GOLD Dealer must select a minimum of two communication methods:

| | | |
|--|--|---|
| <input type="checkbox"/> | <input type="checkbox"/> GOLD App Notification: GOLD Dealer will download the Continental GOLD Program mobile application to receive push notifications directly to their device | <input type="checkbox"/> ID GOLD App Notification |
| <input type="checkbox"/> n: GOLD Dealer will download the Continental GOLD Program mobile application to receive push notifications directly to their device | | |
| <input type="checkbox"/> Email to the email address provided in Exhibit C | | |
| <input type="checkbox"/> Postal Mail to the address provided in Exhibit C | | |
| CTA is not responsible for GOLD Dealer's failure to promptly check or access its preferred communication method. Any notice or communication sent by CTA GOLD Program Headquarters to GOLD Dealers preferred methods of communication identified above shall be deemed effective when CTA communicates as provided herein. | | |
| Owners Signature | | |

AIM Continental Fleet Network Participation

| | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> Continental Fleet Network Participation | <input type="checkbox"/> I currently |
| <input type="checkbox"/> participate in fleet programs with other manufacturers. | | |
| <input type="checkbox"/> I Yes, I would like someone to contact me about participating in Continental's fleet network | | |

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

EXHIBIT D

GOLD Program Privacy Notice

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

MODIFICATIONS

We may modify this Notice from time-to-time as the GOLD Program and applicable laws change. ~~If~~ we change this Notice, we will

inform you by e-mail or by some other method of communication and, ~~if~~ necessary, obtain your consent to the extent required by applicable law.

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

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

SOURCES OF YOUR PERSONAL INFORMATION

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

CATEGORIES OF PERSONAL INFORMATION CTA COLLECTS

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

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

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

HOW CTA USES YOUR PERSONAL INFORMATION

- To Administer the GOLD Program and Enable Interactions Between You and ~~CTA~~.
- For Our Internal Business Purposes. ~~CTA~~ may use your personal information for our internal business purposes related to providing the GOLD Program. This includes, but is not limited to, maintaining internal business records; evaluating or auditing the GOLD Program and its associated technologies; evaluating and improving the quality of your interactions

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

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- with CTA; designing new services; processing and cataloging your responses to surveys or questionnaires (e.g., customer satisfaction reviews); performing internal research for technological development and demonstration; conducting data analysis and testing; maintaining proper business records and other relevant records.
- For Legal and Compliance Purposes. Legal compliance requirements, ~~compliance training~~ compliance training, investigating and responding to claims against CTA and its agents and personnel, due diligence purposes (like in connection with a corporate transaction), and other related purposes.
- For Safety and Security Purposes. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity, environmental, health and safety, including monitoring and maintaining the security of the working environment with security ~~cameras~~ cameras, maintenance of medical and sickness records and occupational health programs, keeping emergency contacts, behavioral safety, and statutory reporting obligations.
- To Enable Performance of Services. ~~CTA~~ CTA may use your information to allow it and certain ~~3rd~~ 3rd parties to perform services its behalf, or in relation to the administration of our relationship with you. This may include logistics, promotional and marketing services, development and training, IT administration of our technologies, network, and intranet, and IT security management and tasks.
- For Marketing Purposes. ~~CTA~~ CTA may use your information to market our goods and services. Where required by applicable law, CTA will seek your consent prior to initiating such marketing campaigns, and CTA will make available opt-out and unsubscribe options as required.
- For ~~CTA's~~ CTA's Legitimate Interests and/or Those of a ~~3rd Party~~ 3rd Party. A legitimate interest is when CTA has a business or commercial reason to use your information, so long as this is not overridden by your own rights and interests.

WITH WHOM ~~CTA~~ CTA SHARES YOUR PERSONAL INFORMATION

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

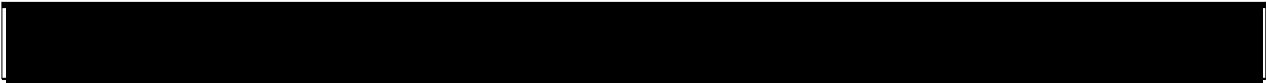
- Affiliates and Subsidiaries. CTA may share your personal information within the CTA group of companies, which includes parents, corporate affiliates, subsidiaries, business units and other companies that share common ownership for the purposes described above.
- Service Providers. CTA may share your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

CHANGES TO PERSONAL INFORMATION

You may change any of the personal information you provide to us by contacting us at privacy@continental-na.com. You may request deletion of your personal information, but please note that we may be required to keep this information and ~~not~~ not delete ~~it~~ it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such

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

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



requirements). When we delete any information, it will be deleted ~~from~~ from the active database, but may ~~remain in~~ remain in our archives ~~or~~ as otherwise permitted by applicable law.

YOUR RIGHTS

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

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

Please e-mail Us at ~~privacy@continental.com~~ privacy@continental.com, or call Us at (833) ~~856-0555~~ 656-0555 to exercise the foregoing rights. We may request additional information from you as necessary to allow you to exercise your rights, and We may deny your request where we have a legitimate basis to do so. In the event that you request deletion of your personal information, please note that We may be required to keep this information and not delete it (or to keep this information for a certain time, in which case We will comply with your deletion request only after We have fulfilled such requirements). When We delete any information, it will be deleted from the active database, but may remain in our archives or as otherwise permitted by applicable law.

RETENTION

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

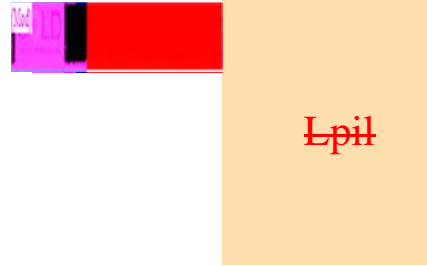
In some circumstances you can ask us to delete your ~~personal~~ persona l information. See ~~Your Rihty section a~~ bove Rieltusection above for additional information (California residents, see also the Supplement for California Users below).

Continental Tire tie ~~America~~ Americas, LLC (C7.4) ~~reserves the~~ reserves the right to ~~ie~~ change or cancel this ~~or-gram~~ program at any time, ~~disqualify any distributor or dealer from the program~~ disqualify any distributor or dealer from the program at any ~~time~~ time. In al matters ~~reratmg to the interpretation and application of the program~~ relating to the interpretation and application of the program guidelines, the decision of CTA will be final. We reserve the ~~right~~ right to audit all ~~distributer~~ distributor and dealer sales and program records, including ~~indiv dual tore location~~ individual store locations.

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SUPPLEMENTAL INFORMATION FOR CALIFORNIA RESIDENTS

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

Use of Your Personal Data

We disclose all of the categories of Personal Information that we collect (see Types of Personal Information CTA Collects) to all of the categories of recipients identified in the To Whom We Disclose Your Information section above.

WITH RESPECT TO YOUR ENROLLMENT AND PARTICIPATION IN THE GOLD PROGRAM, ~~CTA~~ [CIA](#) DOES NOT "SELL" OR "SHARE" YOUR PERSONAL INFORMATION, AS THOSE ~~TERMS~~ [TERMS](#) ARE DEFINED UNDER CALIFORNIA PRIVACY LAWS.

Special Note Regarding Sensitive Personal Information

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

Your Rights and ~~Exercising~~ [Exercising](#) Such Rights

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

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

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

Verification

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

Continental Tire the ~~Ameris, LLC~~ [CIA Americas, LLC](#) (CTA) reserves the right to: change or cancel this program at ~~any time~~ [any time](#); disqualify any distributor or dealer from the program

at any time. In all matters ~~relating to~~ [relating to](#) the interpretation and application of ~~the~~ [the](#) program ~~guidelines, the~~ [guidelines, the](#) decision of ~~CTA~~ [CIA](#) will be final. We reserve the right to audit all distributor ~~and~~ [and](#) dealer sales and program ~~idrg it iv il Tai store lrr ofras~~ [records including individual store locations](#).

@ntinenta

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Authorized Agents

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

Timing

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

Appeal

If ~~CTA~~GA denies your rights request, you may have the right to appeal. To submit an appeal, ~~privacy@continental~~[privacv\(continenta\).com](mailto:privacy(continenta).com). CTA will inform you in writing our response to your appeal.

~~CTA~~(C/A) ~~the~~ ~~distributor~~distributor

the program at any time. In all matters relating to the interpretation and application of the program guidelines, the decision of ~~CTA~~GA will be final. We reserve the right to audit all distributor and dealer sales and program records, including ~~individual~~individual store ~~locations~~locations.

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Thank You

~~THE SMART
CHOICE IN TIRES~~

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VOW

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€ Tire



(Deleted graphics)
Continental

Thank You



EXHIBIT D
DEALER PORTAL TERMS AND CONDITIONS

(see attached)

[D-i](#)

[Tire Pros \(2024\)-EX D](#)

Tire Pros Dealer Agreement

Version 2.0

Last ~~Updated~~Updated: February ~~24, 2024~~24, 2024

This Tire Pros Dealer Agreement, including its Exhibit(s) ("Agreement") is by and between the Tire Pros Francorp, LLC, a California limited liability company (~~life~~"Tire Pros"), a subsidiary of American Tire Distributors, Inc., a Delaware corporation ("~~ATD~~ATD") and each eligible ~~one~~and qualified Tire Pros dealer who is a party to and in ~~good~~good standing under a License Agreement with Tire Pros (the "License Agreement") and satisfies the terms and conditions of this Agreement ~~one~~and the ~~attached~~attache exhibit ("Dealer" or "you"). The terms and conditions of this Agreement, ~~including~~including the attached exhibit, will govern the relationship between Tire Pros ~~one~~and the participating Dealer relative to the www.TirePros.com ecommerce website (the "Website"), ~~one~~and from time to time, Tire Pros' listings on Websites for third party marketplaces ("~~Tire~~Third Party Websites"), ~~one~~and all services ~~provide~~provided by Tire Pros through the Website and any such Third Party Websites ("Services"). By selecting "I ACCEPT"; you hereby agree to comply with and be bound by this Agreement in all respects without modification. This Agreement is effective as of the date of Dealer's acceptance and supersedes any previous dealer agreement, whether online or in tangible written form, but does not supersede the License Agreement which remains in full force and effect. Tire Pros requests that you print and carefully read this Agreement in its entirety. IF ANY OF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE TO YOU FOR ANY REASON, YOU MUST SELECT "I DECLINE" AND WILL NOT BE ELIGIBLE TO ~~ENROLL~~ENROLL OR PARTICIPATE ~~AS A~~AS A DEALER UNDER ~~THIS~~THIS AGREEMENT.

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

Table of Contents

- Overview
- Dealer Eligibility
- Dealer Enrollment
- ~~Order~~Order Processing
- Commissions
- Pricing
- Receipt of ~~Orders~~Orders
- Dealer Services
- ~~Returns~~Returns and Warranty Claims
- Cancellation and Termination
- eRetail Linking Policy
- ~~Disclaimer~~Disclaimer
- ~~indemnification~~Indemnification
- Governing Law
- Miscellaneous
- ~~EMSSMS~~EMSSMS Terms & Conditions
- ~~EMSSMS~~EMSSMS Arbitration Clause
- Tire Pros eRetail Linking Agreement (Exhibit A)

Overview

Tire Pros ~~eeveloped~~developed the Website ~~and~~and Services in order to support the retail customer base. Although Dealers must agree to certain terms, conditions and operational requirements ~~for~~as defined in this Agreement) to participate in the Website and certain promotions and programs that may be offered by Tire Pros from time to time, participation and enrollment as a Dealer is completely voluntary on your part. Failure of a licensee of Tire Pros to enroll as a Dealer under this Agreement in connection with the Website will not affect such dealer's status with Tire Pros.

The Website enables online consumers to research, order ~~and~~and purchase various products, such as but not limited to automotive tires and related automotive products ~~offered~~offered by ATD from time to time ~~(the "ATD" AID Products")~~(the "ATD" AID Products") ~~and~~and select a Dealer to install and mount such ATD Products on the consumer's vehicle ~~at the~~at the Dealer's designated location. As a Dealer, you will be eligible to list your store ~~locations~~location(s) on the Dealer Locator of the Website (the "Dealer Locator"), and ~~provide~~provide installation, mounting ~~and~~and related services to consumers purchasing ATD ~~Products~~Products on the Website. You will also have a ~~stand-alone~~stand-alone Dealer Page on the Website that ~~provides~~provides additional information about your ~~locations~~location(s) and services. The Website will designate you as "a preferred dealer" for consumers located close in proximity to your designated location. The consumer may voluntarily search and select an alternative dealer to ~~send~~send the ~~ATD~~ATD Product and to perform installation services if they choose.

Additionally, from time to time, Tire Pros may transact business through a Third Party ~~Website~~Website. By entering into this Agreement, Dealer acknowledges ~~and~~and agrees that Tire Pros may list Dealer's name, store location(s), services and other identifying information on such Third Party Website, subject to the terms of the Third Party Website.

Tire Pros has also established this Agreement (a) in an effort to deliver or exceed the expectations of the consumers visiting and buying on the Website, and (b) to set forth the minimum compliance and performance standards of all Dealers participating in the Website to ensure the most consistent and reliable service to our customers.

Dealer Eligibility

Tire Pros has invested significant resources into the ~~eevelopment~~development of the Website, and will continue to make investments in the Website, both in terms of site ~~eevelopment~~development and substantial marketing to drive consumer traffic to the Website. In light of this investment and the importance of consumer satisfaction with the purchase process, ~~Tire~~Tire Pros reserves the right to add or remove a Dealer in its sole discretion at ~~any time~~anytime.

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

First, a Dealer must be a party to a License Agreement with Tire Pros, no breach or event of default must have occurred by Dealer under such License Agreement and Dealer must be in good standing with Tire Pros under such License Agreement.

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

Third, a Dealer must meet certain specific performance ~~requirements~~requirements established by Tire Pros from time to ~~time~~time to be eligible for listing their store(s) on the Dealer ~~Locator of~~Locator of the Website or on Tire Pros' listing on a ~~Third~~Third Party Website. For instance, ~~consumers~~consumers ordering through the Website have the ability to rate their experience with the ~~dealer installation~~dealer installation. Ratings may be ~~based~~based on a series ~~of~~of fixed questions with a numerical scale of one-star to five-stars. A Dealer's average rating ~~and any written~~and any written comments will be published on the Dealer Locator ~~and~~and dealer page(s). Dealers falling below a three-star average rating, after receipt of five complete consumer responses, ~~may~~may be subject to removal ~~by Tire~~by Tire Pros in their sole discretion.

Fourth, Dealers are required to have and maintain an active account with ATD and if they have an ATD credit line, it must remain in good standing in ~~order~~ to participate as a Dealer on the Website. C.O.D. dealers without a credit line are permitted to be eligible to participate on the Website. Because Dealer is not charged for ~~ATD Product~~ being ~~shipped~~ to the Dealer's installation location, there is no wholesale ~~order~~ and no effect on Dealer's normal credit terms with ATD.

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

Dealer Enrollment

Each prospective Dealer is required to accurately and promptly complete an enrollment form and questionnaire made available on ~~Tire Pros On~~ ~~TireProsOn~~ line.com or otherwise, to establish a Tire Pros Dealer Account. Dealer will be ~~requires~~ ~~requirec~~ to verify its identity and accuracy of information through single sign-on authentication, two factor authentication, email confirmation or as otherwise ~~etermined~~ ~~etermined~~ by Tire Pros. If you are an existing Dealer, all or a portion of your current Tire Pros profile information may be carried forward automatically into your Tire Pros Dealer Account. The Tire Pros Dealer Account may include but not limited to, all profile information, point of contact, participating dealer locations, hours of operation, contact information, terms, prices and tax information for services offered by the Dealer at each ~~location~~ ~~location~~, pictures of your stores, etc. Dealers are ~~required~~ ~~required~~ to maintain accurate and complete ~~updates~~ ~~updated~~ information in its Tire Pros Dealer Account at all times. Tire Pros may use this profile information to populate the Dealer Locator and a stand-alone dealer page on the Website. A Dealer is responsible for all of its participating locations ~~enrollee~~ ~~enrollee~~ in the Tire Pros Dealer Account by such Dealer. Any updates to your profile information will be ~~posted~~ ~~posted~~ as soon as possible on the Website and any applicable Third Party Website. You remain responsible for complying with the terms ~~and~~ ~~and~~ prices of services offered by the Dealer at each location for any consumer orders pending at the time of such update.

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

Order Processing

As part of the Website experience, consumers will review, select and place an order ("~~Order~~"") to purchase ~~ATD~~ ~~ATD~~ Products ~~and~~ checkout through the Website. Consumer credit card payments for the ~~ATD~~ ~~ATD~~ Products will be ~~processed and~~ ~~validated~~ ~~processed and validated~~ before the consumer's Order is processed and shipped to Dealer.

Consumers will also be able to select from among participating Dealers to provide corresponding installation services, such as mounting, balancing, etc. (collectively, "Dealer Services"). The Dealer Services will be published for the consumer to review ~~and~~ ~~and~~ select on the Website. Consumers on the Website will be presented Dealer profile

information based on the zip code and the type and availability of Dealer Services ~~selectee~~selectee by the consumer. Tire Pros reserves the right to sort the Dealer ~~information~~information in any way it ~~eeems~~deems appropriate or necessary to maximize site conversion.

Tire Pros does not collect ~~—~~ payment for such Dealer Services from the consumer. The Dealer will be solely responsible for collecting payment for the Dealer Services at the time the Dealer Services are provided to the consumer, and except where prohibited by applicable law, Tire Pros will have no liability or responsibility whatsoever for the payment or performance of the ~~—~~ Dealer Services. If, however, Tire Pros elects to collect payment from a consumer for Dealer Services at the time of Order ~~base~~base on consumer

preferences or otherwise. Tire Pros will communicate this change to Dealers prior to implementation. Upon collection of such amounts, Tire Pros will notify Dealer of the amount ~~collected~~ collected and the Dealer Services purchased by the consumer ~~are~~ and remit the collected payment to the Dealer for the Dealer Services included in the ~~Order~~ Order upon receipt of documentation ~~requester~~ requestec by Tire Pros evidencing the proper completion of such services to the satisfaction of the consumer. If Dealer does not timely submit such evidence to Tire Pros, Dealer waives any right to such payment from Tire Pros or the consumer, and agrees that Tire Pros may retain such payment, as a liquidated damage and not as a penalty, and ~~refund~~ refund such amount to the consumer.

Once the consumer ~~Order~~ Order has cleared, the Dealer ~~selected~~ selectec by the consumer as the installing dealer will receive an email ~~indicating~~ indicating an Order has been ~~processes~~ processeco and that the ATD Products will be shipped to the Dealer's physical location- designated by the consumer. All ~~Order~~ Order confirmations and status updates will be communicated to the Dealer through either (i) email; (ii) ~~SMS~~ SMS communication to a phone number; or (iii) any other reasonable Order confirmation method deemed appropriate by ATD. Dealer is responsible for maintaining the accuracy of the email ~~address~~ address in their profile and is responsible for checking its emails. In addition to receiving an email notification for each new Order received, Dealer may at any time log into its Tire Pros Dealer Account to view pending and closed Orders.

The order and payment ~~procedures~~ procedures for ATD Product and Dealer Services ordered through a ~~Third~~ Thiro Party Website may vary. Tire Pros, in its discretion-₄ may inform Dealer of the terms of such procedures.

Commissions

Dealer may earn Commissions for ATD Product purchased ~~by~~ by a consumer (i) through the Website ~~and~~ and shipped to Dealer for installation-~~and~~; and (ii) through the Tire Pros eRetail Link and shipped to the Dealer for installation ₄(see Exhibit A) ("Qualifying Purchase-₄").

Within fifteen 15) ~~days~~ says of a Qualifying Purchase, Tire Pros will credit Dealer's ATD Account for a Qualifying Purchase in the amount of the retail price actually ~~paid~~ paid by the consumer less the ATD wholesale- price of the Qualifying Purchase, shipping, handling, taxes, service ~~charges~~ charges, applicable transaction costs rebates, credit card processing fees, returns, credit card charge-backs, Chargebacks, adjustments, reversal of payment fees, ~~fraudulent~~ frau culent or otherwise voiced or modified transactions ("CommissionsComm issions")..

Tire Pros may, in its sole ~~discretion~~ delaydiscretion, delay a Commission as necessary to verify a Qualifying Purchase. Notwithstanding the foregoing, Dealer will not be eligible to earn Commissions under this Agreement if Dealer is ~~not~~ not in compliance with this Agreement. Dealer will be solely responsible for the payment of all applicable ~~Federal, State~~ Fecera l, state, or local sales or use taxes ~~due~~ due on Commissions ~~paid~~ paid by Tire Pros to Dealer hereunder.

Tire Pros may debit Dealer's ATD Account with an amount equal to a Commission previously credited to Dealer's ATD Account in any of the following circumstances (each, a "Chargeback"): (i) cancellations and/or returns; ~~i~~(ii) duplicate entry or other clear error-₄ (iii) non-bona fide Qualifying Purchase; (iv) non-receipt of payment from-₄ or refund of payment to, the consumer by Tire Pros-; or (v) Dealer's failure to comply with the terms of this Agreement.

Tire Pros makes every reasonable effort to track and pay ~~Commissions~~Com missions for all Qualifying Purchases. However, Tire Pros is not responsible for any inaccuracies that might occur ~~beyone~~beyond its control. If there ~~are any~~are any disputes between Tire Pros and Dealer regarding Commissions, Tire Pros will use commercially reasonable efforts to determine the validity of a dispute and Tire Pros' decision is final.

Pricing

The Website retail pricing for ATD Products will be set at a level to enable the Website to be generally competitive with other online sellers of comparable products.

Dealer is responsible for entering ~~and~~ maintaining pricing for ~~its specified~~ Dealer Services via its Tire Pros Dealer Account. Dealer must adhere to this pricing at all times and any instructions provided by Tire Pros with respect to such pricing. Dealers who attempt to charge the consumer extra or "~~hide~~" charges ~~beyond~~ their published pricing for the specified Dealer Services will be subject to immediate suppression or removal from the Website ~~and~~ Tire Pros' listing on any Third Party Website ~~and~~ will be liable and responsible for any and all losses and damages resulting therefrom.

In the ~~event~~ the consumer ~~purchase~~ purchases an ATD Product that requires shipping using a third party such as UPS or ~~FedEx~~ FedEx, either Tire Pros or the consumer will pay those applicable fees.

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

Receipt of Orders

~~Walk-in~~ Walk-in completed consumer Orders will be shipped to the selected Dealer's location via ATD truck and/or common ground carrier (e.g. UPS, ~~FedEx~~ FedEx, etc.) ~~and~~ may include the ~~following~~ following:

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

Dealer is required to contact the consumer within one (1) business day of receipt of Order confirmation to schedule their installation appointment based on the estimated time of product delivery. It is the responsibility of the Dealer to provide a completed DOT registration ~~card~~ card(s) to the consumer at the time of installation.

Dealer is required to contact the consumer within one (1) business day of receipt of Order confirmation to schedule their installation appointment based on the estimated time of product delivery. It is the responsibility of the Dealer to provide a completed DOT ~~registration~~ registration card(s) to the consumer at the time of installation.

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

Dealer Services

Each Dealer agrees to perform all Dealer Services in a timely, professional and workmanlike manner, using personnel reasonably skilled and trained in performance of such services, and exactly as ~~described~~ described on the Website. The Website is intended to allow the Dealer to communicate with the consumer via email, SMS messaging or similar communications. All interaction with the consumer by Dealer shall be in a professional and respectful manner that increases the goodwill of the Dealer, Website and Tire Pros. Dealer is not an ~~agent~~ agent of ATD, Tire Pros or Website and shall not take any actions or make any statements on behalf of or ~~intend~~ intend to bind ATD, Tire Pros or Website.

At the time of Ordering, a consumer selects an installing Dealer based on the scope of Dealer Services offerer by such Dealer ~~and~~ and the ~~published~~ publishes Dealer prices therefore, each as ~~provided~~ providec by the Dealer in its Tire Pros Dealer Account. A Dealer shall not ~~refuseto~~ refuse to provide the Dealer Services offered to the consumer on the Website or through Tire Pros' listing on any Third Party Website or charge the

consumer any amounts in excess of the prices for such Dealer Services ~~quoted~~quote on the applicable Website.

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

Dealer shall ~~redu~~recu ire each consumer to sign or initial a purchase order or other writing acknowledging that the ATD Products and Dealer Services have been ~~installed and accepted~~installed and acceptec by consumer to consumer's satisfaction. Dealer shall retain such written acknowledgements for at least 90 days following completion of the Dealer Services and provide a copy to ~~The Tire~~Tire Pros immediately upon request. If requested by Tire Pros, Dealer shall also certify to Tire Pros that it has provided and ~~performer~~performec the Dealer Services accurately and completely. Dealer shall install the tires purchased by the consumer at Dealer's location and shall not ~~allow~~theallowthe consumer to remove the tires without being installed by Dealer.

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

Dealer acknowledges ~~and~~a no agrees that it is solely responsible for providing the Dealer Services, and hereby waives, discharges and releases, and ~~agrees~~agrees to indemnify, defend and hold harmless. Tire Pros, Website and their respective affiliates, employees, officers, directors, representatives ~~and~~a no assigns, from and against any and all claims, losses, ~~Damages, damages~~, expenses, costs ;including attorneys' fees) arising from or related to Dealer's acts or omissions, any breach of this Agreement, the ~~performance or~~performance or nonperformance of the Dealer ~~services~~Services or any violation of applicable laws, rules or regulations, including ~~Without~~without limitation, any claim by a consumer relating to the foregoing.

Returns and Warranty Claims

If a consumer requests a return prior to installation, Dealer shall facilitate the return through the ~~Tire~~ Pros customer service department. If such return is appropriate, ~~ATD~~AID customer service will create a RMA number and communicate to the consumer and the dealer. The Dealer or consumer will return the ATD ~~Product~~Pi cot-et with the RMA number using the prescribeo shipping method and call tag. Once ATD receives the correct, undamaged, uninstalled product from the consumer or Dealer, ~~ATD~~ATD will take the steps necessary to refund the consumer's purchase price, less any applicable restocking ~~fee(s)~~feels.

Once the ATD Products are installed on a consumer vehicle, no product returns will be accepted except through an approved warranty return. Warranty claims for ~~ATD Products sold~~ATD Products

~~sold~~ through the Website and installed on a vehicle will be coordinated with Tire Pros and ~~handier~~handled by the Dealer in the same manner as they would for any other retail sale at their establishment.

Cancellation and Termination

Dealers may cancel their inclusion on the Website and any Third Party Website, their Tire Pros Dealer Account and their Tire Pros ~~eRetail~~eRetail Agreement by giving written notice to Tire Pros. Dealer shall remain obligated under this Agreement with respect to any pending Orders until Dealer provides all Dealer Services with respect thereto; ~~providee~~provided, that upon receipt of such cancellation notice, Tire Pros may

reassign pending Orders to other Dealers. Dealer pages will be removed within approximately ten business day(s) of receipt of written notice. Notice to cancellation should be sent to:

Tire Pros Francorp, LLC
Attention: Tire Pros Dealer Locator
P.O. Box 3145 (via U.S. Mail)
12200 Herbert Wayne Ct., Suite 150, Suite 150 (via UPS/UPS/Fed Ex)
Huntersville, North Carolina 28070-3145
Tire Pros may ~~suspend~~ or terminate Dealer's eligibility, status as a Dealer, participation ~~in~~ Website, any Third Party Website and Tire Pros Dealer Account (including all benefits ~~afforded~~ thereby, such as inclusion in the Dealer Locator page and Dealer's stand-alone page), and this Agreement at anytime in Tire Pros' sole discretion, with or without cause, with or without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party. Unless ~~cancelled~~ or terminated, this Agreement ~~as~~ (as may be ~~modified~~ from time to time) shall continue in effect indefinitely.

Upon any termination of this Agreement, (i) Tire Pros and Dealer will be released from all obligations and liabilities to the other party occurring or arising after the ~~date~~ of such termination or the transactions ~~contemplated~~ hereby, except with respect to those obligations which by their nature are designed to survive termination as provided herein; ~~provided~~ that no such termination will relieve Dealer from any ~~liability arising~~ from any breach of this Agreement occurring prior to termination; ~~and~~ (ii) Tire Pros' acceptance of additional referrals ~~obtained~~ through Dealer shall ~~not~~ constitute a continuation or renewal of this Agreement or a waiver of such termination, (iii) Dealer shall be entitled only to those unpaid Commissions, if valid, earned by Dealer on or prior to the date of termination; ; iv) Dealer shall ~~in~~ no event be entitled to Commissions with respect to any amount of Tire Pros ~~Products~~ ordered or delivered after the date of termination; (v) all rights and licenses granted to Dealer ~~hereunder~~ shall immediately terminate (for purposes of clarification, this does not affect the Licensing Agreement); (vi) Dealer shall immediately cease all uses of any Authorized Content and Links and shall immediately remove same from the Dealer's Site (See Exhibit A) and ~~any~~ (vii) any rights granted under this Agreement will automatically terminate, ~~and~~ and Dealer must ~~destroy~~, delete and remove all physical and electronic copies of all of Tire Pros' intellectual property and confidential information conveyed under the Agreement and certify such destruction, deletion and removal in writing to Tire Pros. Any outstanding and undisputed credit balance shall be paid by Tire Pros to Dealer within fifteen (15) days of the ~~termination~~ date, and an outstanding debit balance shall be ~~paid~~ by Dealer to Tire Pros within fifteen (~~15~~) days of termination of this Agreement.

Tire Pros eRetail Link

As a Dealer, you may establish a Tire Pros eRetail Link from your Dealer site to the Website pursuant to Exhibit A. Except as expressly authorized by Tire Pros in such eRetail Linking Agreement, you are restricted from linking to the Website or using the Website name, logo or ~~branding~~ on your site, absent express written consent from Tire Pros. If you are interested in linking to the Website, please contact ~~support@tirepros.com~~ for more information.

Disclaimer

TO ~~THE~~^{THE} FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ~~ATC~~^{ATD}, TIRE PROS AND WEBSITE MAKE NO ~~REPRESENTATIONS~~^{REPRESENTATIONS} ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE WEBSITE, ANY ~~THIRD~~^{THIRD} PARTY WEBSITE, INTERNET SERVICES AND INTERNET PRODUCTS CONTAINED ON OR ACCESSIBLE ~~THROUGH~~^{THROUGH} THE WEBSITE, ANY THIRD PARTY WEBSITE

^{OR} ATD PRODUCTS FOR ANY PURPOSE. ALL INFORMATION, INTERNET PRODUCTS AND SERVICES PROVIDED ON THE ~~WEBSITE~~, ANY THIRD PARTY WEBSITE AND ATD PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. ATD, TIRE PROS AND WEBSITE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE WEBSITE, PRODUCTS AND SERVICES, AND ~~ATC~~^{ATD} PRODUCTS INCLUDING, WITHOUT ~~LIMITATION~~^{LIMITATION}, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS, AND FREEDOM FROM ERRORS, VIRUSES, BUGS, OR OTHER HARMFUL COMPONENTS, AND DO NOT GUARANTY ANY LEVEL OF BUSINESS OR

TRANSACTION VOLUME BY BEING ~~A WEBSITE~~ A WEBSITE DEALER. NOTWITHSTANDING ~~ANY TERM~~ ANY TERM OR PROVISION CONTAINED IN THIS AGREEMENT AND EXCEPT WHERE OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WHATSOEVER ~~SHALL ATD~~ SHALL ATD, TIRE PROS OR WEBSITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, ANY TH ~~IR D~~ IR D PARTY WEBSITE WITH THE DELAY OR INABILITY TO USE THE WEBSITE, ANY THIRD PARTY WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE WEBSITE SERVICES, OR FOR ANY ATD PRODUCTS AND SERVICES AVAILABLE ~~OPOR~~ OPOR OBTAINED ~~THPC-UG-F~~ THPC-UG-F THROUGH THE WEBSITE, ANY THIRD PARTY WEBSITE OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ATD, TIRE PROS AND WEBSITE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/~~JURISDICTIONS~~ JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING SHALL NOT LIMIT ANY MANUFACTURER WARRANTIES APPLICABLE TO THE ATD PRODUCTS, WHICH ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER. IF YOU ARE DISSATISFIED ~~WITH~~ WITH ANY PORTION OF THE WEBSITE, ANY THIRD PARTY WEBSITE OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO ~~DECLINE~~ DECLINE ~~ACCEPTANCE~~ ACCEPTANCE OF THIS AGREEMENT OR CANCEL YOUR DEALER STATUS.

Indemnification

Dealer shall ~~incemnify~~ indemnify, defend and hold harmless ATD, Tire Pros and Website and their respective parent, subsidiaries, affiliates, predecessors, successors ~~and~~ and assigns ~~and~~ and their respective agents, officers, directors and employees harmless from ~~and~~ and against any and all losses, liability, ~~demand~~ demand, costs, claims, damages (including reasonable ~~attorney's~~ attorneys fees and expenses and allocable fees of in-house counsel), which may arise from or in connection with or related to ~~(i)~~ (i) any acts and omissions of the Dealer, including without limitation, any alleged breach by Dealer of any of the terms ~~and~~ and conditions of this Agreement, (ii) performance or nonperformance of the Dealer Services, (iii) any Dealer content, trademarks, profile information or other data and materials submitted to Tire Pros via the Tire Pros Dealer Account or otherwise, including, without limitation, claims relating to infringement thereof with the patent, copyright, trade secrets, know how, trademark, service mark, trade dress or other intellectual property rights of any third party, or false or deceptive advertising, ~~(iv)~~ (iv) violation of any applicable laws, rules and regulations. Dealer shall permit Tire Pros to participate in any such action to the extent that Tire Pros, in its discretion, believes necessary and using counsel of its choice (at Dealer's expense). Dealer shall not settle any such action, or claim without the prior written consent of Tire Pros.

Governing Law

This Agreement will be ~~construes~~ construed in accordance with the laws of the State of North Carolina, U.S.A., without regard to any conflict of law provisions. Any ~~disputed~~ dispute arising by virtue of this Agreement will be ~~submitted~~ submitted and finally resolved exclusively by, and you hereby agree to the exclusive ~~jurisdiction~~ jurisdiction of, confidential ~~binding~~ binding ~~arbitration~~ arbitration in Charlotte, North Carolina, United States. Arbitration under this agreement shall be conducted ~~by~~ by a single arbitrator

under the then prevailing Commercial Arbitration Rules of the American Arbitration Association. The ~~arbitrators~~arbitrator's award shall be binding ~~and~~and may be entered as a ~~judgment~~judgment in any court of ~~competent jurisdiction~~competent jurisdiction. To the fullest extent ~~permitted~~permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party ~~sub-ect~~subject to this Agreement or any similar agreement, whether through class arbitration ~~proceedings~~proceedings or otherwise. ~~Notwithstanding~~Notwithstanding the foregoing, in the event that you have in any manner violated or threatened to violate our intellectual property rights or the intellectual property rights of any third party, we or such third party may seek injunctive or other relief against you in any court having-- appropriate jurisdiction and you ~~agree~~agree and acknowledge that the ~~district~~district and superior court of North Carolina, ~~located~~located in Mecklenburg County, North Carolina, USA and the ~~United~~United States District Court for the Western District of North Carolina, located in Charlotte, North Carolina, ~~USA~~USA shall have jurisdiction over you in any such matter and shall be a proper venue for such matter. Regardless of any statute or law to the contrary, any claim or action arising out of or regarding this Agreement must be ~~filed~~filed within one (1) year after such claim or cause of action arose or be forever barred.

Miscellaneous

Dealer is responsible for compliance with the applicable local laws in the jurisdiction from which it operates ~~and~~ and represents ~~and~~ ~~anc~~ warrants such compliance. Dealer represents ~~and~~ ~~arm~~ warrants that it shall have all appropriate authority and rights to grant the rights ~~grantee~~ ~~grantee~~ hereunder. The Website Terms of Use ~~and~~ ~~and~~ Privacy Policy are incorporated into this Agreement by reference ~~and~~ ~~anc~~ form a part hereof, and by agreeing to this Agreement, you agree to comply with the ~~additional~~ ~~additional~~ terms and conditions set forth therein. Unless otherwise specified herein, this Agreement constitutes the entire agreement between Dealer and Tire Pros with respect to the Website, the Tire Pros ~~& Retailer~~ ~~Retail~~ Link and any applicable Third Party Website and ~~supersees~~ ~~supersees~~ all prior or contemporaneous communications, proposals and agreements, whether electronic, oral or written, between Dealer and Tire Pros with respect to the Website and any applicable Third Party Website. If ~~any part~~ ~~any part~~ of this Agreement is ~~terminated~~ ~~terminated~~ to be invalid or unenforceable for any reason, then such portion will be deemed ~~supersees~~ ~~supersees~~ by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Any failure by Tire Pros to insist upon or enforce strict performance of any provisions of this Agreement shall not be construed as a waiver of any provisions or right. Neither the course of conduct between Tire Pros and Dealer, nor trade practices shall act to modify any provision of this Agreement. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Tire Pros as a result of this Agreement. All notices, consents, waivers, and other communications ~~under~~ ~~under~~ this Agreement must be in writing and will be deemed to have been duly given upon confirmed receipt by the addressee. Except as otherwise ~~elect~~ ~~elect~~ by Tire Pros as set forth herein, upon Dealer's breach of this Agreement, Tire Pros may pursue any legal or equitable ~~remedy~~ ~~remedy~~ available, including but not limited to, direct, consequential and punitive ~~damages~~ ~~damages~~ and injunctive relief, and Tire Pros' remedies are cumulative ~~and~~ ~~and~~ not exclusive. In the event that any of this Agreement conflicts with any other terms and conditions ~~contained~~ ~~contained~~ within the Website, then this Agreement shall control. Neither this ~~Agreement~~ ~~Agreement~~, nor any right or license granted hereunder or any portion hereof, may be assigned or transferred by Dealer to any third party, by operation of law or otherwise, without the prior written consent of Tire Pros. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors ~~and~~ ~~and~~ assigns. A ~~printed~~ ~~printed~~ version of this Agreement and of any notice given in electronic form shall be admissible in judicial or ~~administrative~~ ~~administrative~~ proceedings based upon or relating to this Agreement ~~to the~~ ~~to the~~ same extent and subject to the same conditions as other business documents and records originally generated and ~~maintained~~ ~~maintained~~ in printed form.

Mobile Terms & Conditions

TireProsOrders offers its customers transactional mobile alerts (e.g., order alerts) by SMS message ~~to~~ ~~to~~ the ~~Service~~ ~~Service~~ on 61432. By participating in the Service, you are agreeing to these Terms and to the Privacy Policy.

Signing Up and Opting-In to the Service

Enrollment in the Service ~~requires~~ ~~requires~~ you to provide your mobile phone number and to agree to these terms and ~~and~~ ~~and~~ ~~conditions~~ ~~conditions~~. You may not enroll if you are under 18 years old. Before the Service starts, you will need to agree to these Terms. TireProsOrders reserves the right to stop offering the Service at any time with or without notice. TireProsOrders also reserves the

right to change the short code or phone number from which messages are sent and we will notify you when we ~~add~~do so.

By opting into the Service, you:

- Authorize ~~TireProsOrders to~~TireProsOrders to use an automatic telephone dialing system to send recurring

automated text messages to the mobile phone number associated with your opt-in (i.e., the number listed on the ~~opt-in form~~opt-in form or, if none, the number from which you send the ~~opt-in~~opt-in, or, if none, the number on file for the account ~~associated~~associates with your opt-in).

- Acknowledge that you do not have to agree to receive messages as a condition of purchase.

- Confirm that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to opt in.
- Consent to the use of an electronic record to document your opt-in. To request a free paper or email copy of the opt-in or to update our records with your contact information, please call customer support at 1-855-781-5283. To view ~~are~~[anc](#) retain an electronic copy of these Terms or the rest of your opt-in, you will need (i) a device (such as a computer or mobile phone) with Internet access, and (ii) and either a printer or storage space on such device. For an email copy, you'll also need an email account you can access from the device, along with a browser or other software that can display the ~~ema~~
~~se~~[emails](#).

Content You May Receive

Once you affirm your choice to opt-in to the Service on 61432, your message frequency may vary. You may receive alerts about:

- Order confirmation
- Shipping notifications
- Drop shipment notification
- Deliver updates

Charges and Carriers

Message and data rates may apply. Please consult your service agreement with your wireless carrier or contact your wireless carrier to determine your phone's pricing plan and the charges for sending and receiving text messages. You acknowledge that you are responsible for any message, data or other charges incurred (usage, subscription, etc.) as a result of using the Service.

Supported carriers are AT&T, T-Mobile, Verizon Wireless, Sprint, Boost, Virgin Mobile, U.S. Cellular, Cricket, ~~Atte~~[Alltel](#), Cincinnati Bell, Cellcom, C-Spire, nTelos, MetroPCS, and other smaller regional carriers. The Service may not be available on all wireless carriers. TireProsOrders may ~~and~~[add](#) or remove any wireless carrier from the Service at any time without notice. TireProsOrders and the mobile carriers are not responsible for any undue delays, failure of delivery, or errors in messages.

To Stop the Service

To stop receiving text messages from TireProsOrders, text the word STOP to 61432 any time or reply STOP to any of the text messages you have received from TireProsOrders. This is the exclusive method for opting out. After texting STOP to 61432, you will receive one additional message confirming that your request has been ~~processed~~[processe](#).

Questions

You can text HELP for help at any time to 61432. This will provide you with a toll-free number to contact support 1-855-781-5283. You can also contact us at TireProsOrders12200 Herbert Wayne Ct, Suite 150, Huntersville, NC 28078.

Changes to Terms

These Mobile Terms and Conditions are subject to change at any time without notice.

Arbitration and Class Action Waiver

Please read this carefully. It affects your rights. Any dispute or claim relating in any way to your use of Tire Pros services will be resolved by binding arbitration, rather than court.

This agreement to arbitrate is intended to be broadly interpreted, and expressly includes claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., or any other statute, regulation, or legal or equitable theory. You and Tire Pros hereby agree that the Federal Arbitration Act, 9 U.S.C. 1, et seq. ("FAA") applies to this agreement to arbitrate and governs all questions of whether a dispute is subject to arbitration. Unless you and we agree otherwise in writing, arbitration shall be administered by the American Arbitration Association's Consumer Arbitration Rules in effect at the time of filing of the arbitration (the "AAA's Rules"). However, just as a court would, the arbitrator or arbitrators must honor the terms and limitations in this Agreement and can award damages and relief (including any attorneys' fees) authorized by law and/or the AAA's Rules. The arbitration decision and ~~award~~award is final and binding, with some exceptions under the FAA, and judgment on the award may be ~~entered~~entered in any court of competent jurisdiction. YOU AGREE THAT, BY ENTERING INTO THIS

AGREEMENT, YOU AND Tire Pros ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN ANY CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING.

THIS AGREEMENT DOES NOT ALLOW FOR CLASS ARBITRATIONS EVEN IF THE PROCEDURES OR RULES OF THE AAA WOULD. RATHER, YOU AND WE ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL, BILATERAL BASIS. ~~FURTHER~~FURTHER, AND UNLESS YOU AND Tire Pros AGREE OTHERWISE IN WRITING, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S CLAIMS WITH ANY OTHER ~~PARTY'S~~PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

You and Tire Pros are each responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. Tire Pros, however, will pay for the arbitration administrative or ~~thing~~thing fees, including the arbitrator and/or other AAA case management fees, for any claim seeking \$75,000 or less, unless the claim is determined by the arbitrator to be frivolous. Otherwise, the AAA's Rules regarding costs and payment apply.

This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

If any term of this Section (Arbitration and Class Action Waiver) is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability, all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision ~~should~~should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, ~~provided~~provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

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AFTER READING THE FOREGOING IN ITS ENTIRETY, PLEASE
CLICK ONE OF THE FOLLOWING. ~~NY-CLICKING ON BY~~
CLICKING ON "I ACCEPT", I AGREE TO THE TERMS AND
CONDITIONS OF ~~THIS AGREEMENT~~, THIS AGREEMENT.

I ACCEPT
I DECLINE

EXHIBIT A

Tire Pros eRetail Linking Agreement

Version 1.1
Last Updated: October 8, 2019

This Tire Pros eRetail Linking Agreement ("eRetail Agreement") is by and between the Tire Pros Francorp, LLC, a California limited liability company ("Tire Pros"), a subsidiary of American Tire Distributors, Inc., a Delaware corporation ("ATD") and each eligible and qualified Tire Pros dealer ("Dealer" or "you"), who is a party to and in good standing under a License Agreement with Tire Pros (the "License Agreement") and a Tire Pros Dealer Agreement ("Dealer Agreement"). The Dealer Agreement is incorporated into this eRetail Agreement by reference and forms a part hereof, provided that this eRetail Agreement shall control in the event of a conflict. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Dealer Agreement.

Tire Pros offers an eRetail Linking Program ("Program") through which approved Tire Pros ~~sealers~~ dealers that are in good standing under a Dealer Agreement are permitted to advertise and promote Tire Pros' or ATD's products ("Tire Pros Products") by establishing a Tire Pros eRetail Link on Dealer's website ("Dealer Site") to enable potential buyers and end users of Tire Pros ~~Products~~ Products ("Prospects") to access the ~~www~~ www.TirePros.com website or web page thereof or other mobile communication interface designated by Tire Pros (the "Destination Site") to purchase Tire Pros Products, in exchange for which Dealers are entitled to receive certain financial commissions for consummated sales on the Destination Site and certain other preferred branding on the Destination Site, all as more fully set forth below.

The terms and ~~condition~~ conditions in this eRetail Agreement will govern the relationship between Tire Pros and the participating Dealer with respect to Dealer's participation in the Program. By accepting and signing the Dealer Agreement, you hereby agree to comply with and be bound ~~by this~~ by this eRetail Agreement, in all respects, without modification. This eRetail Agreement is effective as of the date of Dealer's acceptance ~~& of~~ of the Dealer Agreement and supersedes any previous agreement, whether online or in tangible written form, but does ~~not supersede~~ not supersede and remains subject to the License Agreement.

1. License Grant. Subject to the terms of this eRetail Agreement, while you are in good ~~standing~~ understanding under a Dealer Agreement, Tire Pros hereby grants you a limited, revocable, non-exclusive and non-sub ~~license~~ licenseable right to utilize Tire Pros' name, marks, trademarks, service marks, copyrights, logos, text, images, graphics, icons, buttons, link formats, links, linking tools, marketing materials and other information supplied or otherwise authorized in writing by ~~the~~ Tire Pros (the "Authorized Content") for the purpose of advertising and promoting Tire Pros Products by establishing one or more one-click hypertext links (the

"eRetail Link") on the Dealer Site ~~through~~ through which visitors to the Dealer Site can directly access the Destination Site solely in the manner described in this eRetail Agreement. Except as expressly set forth herein or as agreed upon otherwise in writing by Tire Pros, no rights or licenses, whether express or implied, are granted to Dealer in or to the Tire Pros Products, Authorized Content and/or eRetail Link. Tire Pros and/or ATD, as applicable, retain the exclusive ownership rights and all other title and interest in and ~~to~~ to such Tire Pros Products ~~Authorizes~~ Authorized Content ~~and~~ and /or eRetail Link.

2. Benefits of the Program. As a participant in the Program, you will be entitled to earn Commissions ~~base~~base on Prospects that directly access the Destination Site via the eRetail Link on the Dealer Site ("~~Linking~~Linking Prospects") and purchase eligible Tire Pros ~~Products~~Products on the Destination Site. Furthermore, the Destination Site will ~~esignate~~designate the Dealer as "a preferred dealer" for Linking Prospects ~~base~~based on their proximity in location to the Prospect. The ~~Prospects~~ may voluntarily search and select alternative ~~sealers~~dealers if they choose.

3. Linking to the ~~Tire~~Tire Pros Destination Site. ~~(a)~~ As promptly as practicable after the date hereof, Tire Pros will provide Dealer with the Authorized Content, eRetail Link and ~~addresses~~addresses of the Destination Site. The Dealer shall not remove or obscure any proprietary rights ~~legenes~~legends (such as copyright or trademark notices) contained in any Authorized Content or eRetail Link. Dealer is only authorized to utilize the ~~Authorize~~Authorizes Content and eRetail Link as described in this eRetail Agreement and may not ~~engage~~engage in any other marketing efforts on Tire Pros' behalf or use Tire Pros' name, trademark, service mark, copyright protected material, likeness or any other confusingly similar or sound-alike names, on its website or in any marketing communication or tool, unless expressly agreed otherwise in writing by an authorized representative of Tire Pros.

(b) The eRetail Link shall direct a user only to the specific URL ~~address~~address(es) of the Destination Site and to no other webpages of the Tire Pros website or any other website unless expressly agreed otherwise in writing by an authorized representative of Tire Pros. Direct linking to the Destination Site from a search engine ~~listing~~listing/ad based upon a keyword, AdWord, search term or other ~~identifying~~identifying terms is prohibited unless expressly agreed otherwise in writing by an authorized representative of Tire Pros. By way of example, and without limiting the generality of the foregoing, Dealer may ~~not~~not bid on a search term and have the link from the search engine direct the Prospect ~~directly~~directly to the Destination Site without first visibly landing on Dealer's Site. Dealer must not place eRetail Links to the Destination Site in newsgroups, message ~~boards~~boards, unsolicited email and other types of spam, banner networks, counters, chatrooms, guestbooks, IRC channels or through similar Internet resources, unless expressly agreed otherwise in writing by an authorized representative of Tire Pros. The eRetail Link shall be so configured that the ~~URL~~URL of the Destination Site will be displayed continuously in a users browser once that users link is completed ~~enano~~enano throughout the entire duration of that user's link. Dealer shall not in any way alter, distort, or obscure any portion of the Destination Site, through metatags, framing or otherwise, without the prior written permission of Tire Pros. Dealer must not in any way copy or resemble the look and feel of the Destination Site, nor shall the Dealer create the impression that any Dealer server or Dealer ~~website~~Website is Tire Pros' web site.

(c) Dealer shall not use or reproduce the Authorized Content for any purpose or in any manner other than as expressly set forth in this eRetail ~~Agreement~~Agreement, or change, alter, modify or vary the appearance of the ~~Authorize~~Authorized Content without the prior written approval of Tire Pros. Dealer will provide to Tire Pros screenshots of each proposed use of the Authorized Content and exact placement of the eRetail Link on Dealer's Site and will obtain Tire Pros' prior written approval of each use and each proposed change thereto. ~~Dealers~~Dealer's use of the Authorized Content shall be ~~limited~~limited to the style, format and specifications of such Authorized Content as specifically provided or ~~approve~~approved in writing by Tire Pros. Tire Pros may ~~amens~~ameno the Authorized Content from time to time upon notice to Dealer.

(d) Dealer shall not use any names, marks, terms, graphics, or other materials on ~~its~~its web site(s) that are likely to cause confusion with, or ~~dilute~~dilute the distinctiveness of, the Authorized Content, or to damage the reputation or commercial image of Tire Pros, ATD or any of their ~~products~~products or services. Dealer shall not use any Authorized Content or any other name, brand, or logo of Tire Pros or AID, in a manner that could reasonably imply an endorsement or sponsorship of, or commercial tie-in or other association with, any ~~product~~product, service, party or cause (including by placing unrelated third party materials in close proximity to ~~Authorize Content~~Authorizes Content in a manner that could reasonably imply such an association), or otherwise take any action that ~~could~~could reasonably cause any customer confusion as to Tire Pros' relationship with Dealer, or as to the Dealer Site or Destination Site, unless such endorsement, sponsorship, commercial tie-in or association is expressly approved herein or pre-approved by Tire Pros ~~in writing~~in writing. Dealer agrees to notify ~~Tire~~Tire Pros of any unauthorized use of the ~~Authorize~~Authorizes Content promptly ~~as it comes to Dealers~~Dealer's attention.

(e) Unless approved in writing by an authorized representative of Tire Pros, Dealer must not (i) use any ~~Authorize~~Authorizes Content or eRetail Link on a website, mobile site, mobile media server serving content to mobile ~~eevices~~cevices, intermediate carrier servers providing access to the Tire Pros Products or any other ~~display~~display methodology; (ii) permit any third party to post a eRetail Link or any ~~Authorizes~~Authorized Content on any third party server; ~~(iii)~~iii use the Tire Pros name, marks, content or images except as expressly permitted herein, which use is limited to only using the eRetail Link as ~~eecribed~~escribed above; (iv) use the Tire Pros name, any variation of the Tire Pros name, ~~indueing~~including any ~~seune~~sound alike, look alike, disparaging, misspelling, mistyping or any other ~~eenksingly~~confusingly similar variant by itself or in combination with any other words or phrases for any purpose including but not limited to the use in a domain name, on a website, in email, in SMS messages or any other marketing, advertising or public relations communication, such as meta-tags or any other similarly ~~hieeen~~hidden means, or as purchased keywords~~key words~~ on a search engine; ~~(v)~~v send or cause to be sent any emails or SMS messages or other messages featuring the Tire Pros name and/or any Tire Pros marks; (vi) feature any competitor of Tire Pros on any of Dealer's web sites, ~~including~~inducing the Dealer Site; (vii) bid on Tire Pros name, marks, brands, or any variations thereof in conjunction with search keyword programs and ~~brane~~brand names of Tire Pros competitors (viii) outbid Tire Pros for any search terms; (ix) give the impression that it is, or represents, Tire Pros, through use of phrases such as "official site"~~;~~; (x) use Tire Pros marks in the meta-tag description that populates when a ~~biebid~~bid keyword is delivered~~;~~; (xi)~~;~~; use Tire Pros' domain name ~~www.TirePros.com;~~www.TirePros.com or any variation thereof~~;~~; ~~in Dealers~~in Dealer's domain name or any other part of Dealer's Universal Record Locator (URL); and/or (xii) use, register or seek to register any ~~trademark~~trade~~mark~~mark, service mark or coma in name that contains any Tire Pros marks, name, ~~brane~~brand or words, or any variations, or misspellings of them, or is any way confusingly similar to Tire ~~Pro~~Pros.

(f) Dealer must not ~~#(i)~~i disparage, defame, misrepresent, tarnish or otherwise harm Tire Pros, its name or reputation in any way~~;~~; (ii) misrepresent the Program or Dealer's relationship with Tire Pros in any way; (iii) present itself as a Tire Pros employee or present its server or Dealer Site as owned or ~~controlled~~controllec by Tire Pros; (iv) engage in marketing practices that are illegal or violate the rights of any third party~~;~~; (v) use copy for search and keyword purposes that ~~eele~~could be construed to be false or misleading; and/or (vi) identify itself as anything other than a Dealer and must ~~ieentify~~identify itself as a "Dealer" in all search keyword listings as well as organic search results.

(g) Dealer must place ~~Linkste~~Links to the Destination Site such that it is unlikely that the~~;~~; Links will mislead the Prospect, and such that it is reasonably ~~likely that~~likely that the eRetail Links will ~~eeiver~~deliver bona ~~fee~~face transactions and Qualifying Purchases by the Linking Prospect to the Destination Site. Dealer must not cause any transactions or Qualifying Purchases to be made that are not in ~~good~~good faith, including, but not limited to, using any device, program, robot, frames~~;~~; ~~hidden~~hidden frames, ~~eeirects~~redirects or clicking on sourcing methods that Dealer places to Tire Pros. Dealer must not establish or cause to be established any promotion that provides any rewards, points or compensation for transactions, Qualifying Purchases or that ~~allowsthire~~allows thirc parties to place an eRetail Link on its server or in its emails, SMS messages or other ~~Communications~~communications unless ~~approvee~~approved in writing by Tire Pros. Dealer shall not attempt to artificially increase revenue or Qualifying Purchases by causing any page of the Destination Site to open in a Prospect's browser other than as a result of the Prospect clicking on a Link.

4. Ownership; Reservation of Rights. Dealer acknowledges, and agrees not to take any action inconsistent with, the validity and Tire Pros

exclusive ownership of all right, title, and interest in and to the ~~Authorizee~~Authorized Content and all the contents of and services offered in connection with the Tire Pros Web site(s), whether now or ~~subsequently~~subsequently owned. All uses of the eRetail Link, ~~Authorizes content and any goodwill~~Link, Authorized Content and any goodwill arising therefrom shall ~~inure to~~inure to the benefit of and are on behalf of Tire Pros. Nothing in this eRetail Agreement grants Dealer any right, title or interest in or to the Authorized Content, Web sites) content, or other intellectual property rights other ~~than the limited~~than the limited license set forth herein. Tire Pros hereby reserves all rights in and to its Tire Pros Products, Authorized Content and eRetail Link, any other ~~images~~images, its trade names and trademarks, and all other intellectual property rights not specifically granted herein. Tire Pros shall, with respect to its Authorized Content, at all times, anywhere in the ~~world~~world, has the right to use and/or authorize the use of its ~~Authorizee~~Authorized Content, or any portion thereof, in any way Tire Pros may desire. All copyrights ~~and~~and other rights in and to the content of the Tire Pros Web site(s) and all derivative works thereof shall remain with Tire Pros, ~~and~~and Dealer shall not acquire, obtain or claim any copyright or other proprietary interest therein by reason of this eRetail Agreement or any license granted herein. None of Dealer's promotional activities may infringe on Tire Pros' intellectual

property rights (including but not limited to rights in its marks) or the intellectual property rights of a competitor of Tire Pros.

5. Additional Rights ~~and~~ Obligations. ~~fe(a)~~ Dealer shall not display content or link to other web site(s) that violates any law or regulation or contains content that is illegal, obscene, indecent, ~~patently offensive, inducing % without~~ patently offensive, including without limitation content, which is sexually explicit, contains or promotes violence, or promotes ~~discrimination~~ discrimination based on race, sex, religion, natural origin, physical disability, sexual orientation, or age. Dealer represents and covenants that the content and materials that Dealer has placed on its web site(s) do not violate or infringe on any third party's copyright, patent, trademark or other proprietary rights.

(b) Dealer shall use reasonable efforts to ensure that its web server on which the Link is stored is operating twenty four ~~+(24)~~ hours a day. Dealer shall remain solely responsible for the content and operation of its web site(s), including the Dealer Website. Dealer has duly registered its ~~domain~~ domain name(s) and possess all rights necessary to use its domain name(s) and web site(s). The act of Tire Pros granting Dealer the limited right to establish ~~the~~ eRetail Link to its Dealer Site as set forth herein does not in any way constitute endorsement or acceptance of the content of the Dealer Site or Dealer's Web site(s), and Tire Pros hereby ~~expressly disclaims any and~~ expressly disclaims any and all responsibility and liability for the content, operation or performance of Dealer's web site(s), including its Dealer Site.

(c) Tire Pros makes no representation that the Destination Site will be error free or that access thereto will be uninterrupted. Dealer ~~understands~~ understands that Tire Pros may at any time ~~directly~~ directly or indirectly) solicit customers or consumers on terms that may ~~different~~ differ from those contained in this eRetail Agreement or

operate websites or ~~conduct~~ conduct marketing campaigns that are similar to the Program.

6. Privacy of End User Data. As used below, the term "~~End~~ End User Data" means data and information collected from end users of either party's web sites, services, ~~products~~ products or software ~~including~~ including personally ~~identifiable~~ identifiable information, credit card information and any user-level ~~data~~ data that can be connected to personally identifiable information relating to any such end user. Each party may collect ~~and~~ and use and disclose End User Data of its respective web site(s) pursuant to its then-effective ~~and~~ and published privacy policy and in accordance with applicable laws ~~and~~ and regulations. Dealer shall own all End User Data that it collects from end users or visitors to the Dealer Site ~~and~~ and Dealer's web site(s). Tire ~~Pros shall~~ Pros shall own all End User Data that it collects from end users or visitors to the Tire Pros web site(s) and Destination Site. Where both parties collect the information from the same end user or visitor in a manner not violating this eRetail Agreement, each party shall have independent ownership rights with respect to the information it collects without any duty to the other party except as set forth herein. While neither party shall be required to ~~provide~~ provide to the other party such End User Data it has collected, if a party ~~Does~~ does provide such information to the other, it will be done ~~in accordance~~ in accordance with the disclosing party's applicable privacy policies. Dealer will not, and will not cause any third party to, (i) attempt to access ~~and~~ and collect, capture, store, modify ~~and~~ and retain, transmit, disclose or use any such End User Data owned by Tire Pros ~~and~~ and (ii) solicit, market, promote to, or otherwise attempt to ~~target~~ target any Linking Prospects based on the information that the Linking Prospects clicked on the Links. For the avoidance of doubt, nothing in the foregoing prohibits Dealer from (a) contacting its own ~~end~~ end users (~~including~~ including through unsolicited advertising), even if such end users also clicked on the eRetail Link, so long as such contacts are not targeted to such end users on the basis of the end users' use of the eRetail Link, or (b) using non-personal ~~aggregated~~ aggregate statistical information on its end users generally for its own internal business purposes, even if such end users also clicked on the eRetail Links, so long as such aggregated statistical information is not collected or aggregated on the basis of the end users' use of the eRetail Link.

8. LIMITATIONS; DISCLAIMERS. EXCEPT WHERE OTHERWISE PROHIBITED BY APPLICABLE LAW ~~and~~ and UNDER NO CIRCUMSTANCES SHALL TIRE PROS ~~BE~~ BE LIABLE FOR ANY INDIRECT, INCIDENTAL ~~and~~ and CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) SPECIAL AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS ARISING IN CONNECTION WITH THE AGREEMENT ~~and~~ and THE PROGRAM OR DESTINATION SITE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TIRE PROS DOES NOT MAKE. ~~AND~~ AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM ~~OR OPERATION~~ OR OPERATION OF THE TIRE PROS SITE(S), INCLUDING ANY IMPLIED

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, DEALER ACKNOWLEDGES THAT ~~WITHE~~ TIRE PROS WEB SITE(S) IS OPERATED ON AN "AS IS" BASIS, AND TIRE PROS MAKES NO WARRANTY THAT ITS SITE(S) WILL BE ERROR-FREE OR THAT ACCESS THERETO WILL BE UNINTERRUPTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TIRE PROS WILL NOT BE LIABLE TO LICENSEE FOR ANY LIABILITY, DAMAGES, LOSSES, CLAIMS, DEMANDS, ASSESSMENTS, ACTIONS, CAUSES OF ACTION, COSTS (INCLUDING ATTORNEYS' FEES AND EXPENSES) AND ANY OF THEM IN ANY WAY ARISING OUT OF ~~OROP~~ RELATING TO THIS AGREEMENT FOR AN AGGREGATE AMOUNT IN EXCESS OF THE PREVIOUS THREE (3) MONTHS COMMISSIONS PAID OR PAYABLE TO DEALER UNDER THIS AGREEMENT.

Copyright ~~W~~(0):2024 ~~Tire~~Tire Pros Franeorp. ~~ALL~~All rights reserved.

EXHIBIT E
TORQATA - SUBSCRIPTION

(see attached)

~~TO3QATA~~TMQATA

Published
March 20,
2023

~~SUBSCRIPTION~~SUBSCRIPTION AGREEMENT

THIS AGREEMENT IS A BINDING, CONTRACTUAL AGREEMENT BETWEEN ~~{[CUSTOMER NAME]}~~, FOR THE BENEFIT OF ITSELF AND ITS AFFILIATES ("SUBSCRIBER") WITH A PLACE OF BUSINESS AT [ENTER CUSTOMER ADDRESS], AND ~~TORQATA~~TORQATA DATA AND ANALYTICS LLC ("~~TORQATA~~")TORQATA1 WITH A PLACE OF BUSINESS AT 12200 HERBERT WAYNE CT. HUNTERSVILLE, NC 28078, EFFECTIVE AS OF THE DATE OF LAST SIGNATURE BELOW ("EFFECTIVE DATE"). THIS AGREEMENT APPLIES SOLELY TO SUBSCRIBER'S ACCESS TO AND USE OF THE SERVICES (AS DEFINED BELOW). ~~TORQATA~~TORQATA AND SUBSCRIBER MAY EACH BE REFERRED TO HEREIN AS A "PARTY" AND COLLECTIVELY CONSTITUTE THE "PARTIES" "AFFILIATE" MEANS, AS TO EITHER PARTY, ANY PERSON OR ORGANIZATION THAT DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLS, IS CONTROLLED BY, OR IS UNDER COMMON CONTROL WITH.

BY ACCESSING OR USING THE SERVICES, OR BY SIGNING OR ACKNOWLEDGING A COPY OF THIS AGREEMENT, SUBSCRIBER IS INDICATING ACCEPTANCE AND AGREEING TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. APPLICABILITY OF THESE STANDARD TERMS AND CONDITIONS

1.1 This Agreement governs and is the complete agreement regarding Subscriber's access to and use of the services provided by Torqata pursuant to this Agreement ("Services"). For the Term (as defined below), Subscriber will have remote access to the applicable software components of the Services (the "Software") via the internet on a ~~subscriber~~ ~~subscription~~ service basis. Subject to the terms hereof, Torqata will provide Subscriber the Software, as detailed in the Services Description (attached as Exhibit A) and incorporated herein by reference, in material conformance with prevailing industry standards. In the event of a conflict between ~~the~~ terms of this Agreement and the Services Description, the terms of this Agreement shall control and prevail.

2. RIGHTS, RESTRICTIONS AND RESPONSIBILITIES

~~2.1~~ 2.1 Rights of Use. For the duration of the Term and subject to the restrictions set forth herein, Torqata grants Subscriber a ~~nonexclusive non-~~ exclusive, non-transferable, United States, ~~limited~~ limited, license to access and use the Software on a secure remote-access basis via the internet.

2.2 Subscriber Acknowledgement and Grant of Access to Subscriber Network. Subscriber acknowledges and agrees that ~~forqata-Torqata~~ employees, may, as required to provide the Services and upon notice to Subscriber, remote into Subscriber's network for the purpose of downloading required software (the "Downloaded Software"). Subscriber hereby grants to Torqata a non-exclusive, worldwide, royalty-free right and license to access the Subscriber network for the purpose of downloading software that is required to perform the Services.

2.3 Authorized Users. Subscriber may only grant access to the Software to the number of employees of Subscriber provided in the attached Services Description ("Authorized Users"). Subscriber shall maintain and ensure that all Authorized Users maintain the confidentiality of all account information that is provided to the Subscriber to enable access to and use of the Software and shall be responsible for any unauthorized disclosure or use of such account information. Subscriber represents, covenants, and warrants that Subscriber and all Authorized Users will use the Software only in compliance with the Acceptable Use Policy ("AUP") set forth in Section 2.4 below, and all applicable laws and regulations. Subscriber is responsible and liable for all uses of the Software resulting from access provided by Subscriber, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Although Torqata has no obligation to monitor Subscriber's use of the Software, Torqata may do so and may prohibit any portion of the Software it believes may be in violation of this Agreement.

2.4 Acceptable Use Policy. The Software may only be used in support of the internal business operations of Subscriber and is

subject to the additional restrictions set forth herein. Subscriber shall not, and shall cause the Authorized Users to not, misuse the Software. Without limitation, Subscriber and the Authorized Users are prohibited from, directly or indirectly: (i) attempting to use or gain unauthorized access to Torqata's or to any of its suppliers' networks or equipment; (ii) permitting other individuals or entities to copy the Software; (iii) providing unauthorized access to or use of any user IDs, software license keys or passwords to activate or access the Software; (iv) attempting to probe, scan or test the vulnerability of the Software or of any associated system, account or network; (v) interfering or attempting to interfere with Software used by any user, host or network; (vi) engaging in fraudulent, offensive or illegal activity of any nature; ~~(vii)~~ (vii) providing access, communicating, or otherwise disclose Platform Data and/or Proprietary Information to any third-party; (viii) engaging in any activity that infringes the intellectual property rights or privacy rights of Torqata or any third-party; (ix) intentionally distributing worms, Trojan horses, viruses, corrupted files or any similar items; (x) restricting, interfering with or otherwise disrupting or causing a performance degradation to any of Torqata's or its suppliers' facilities used in the provision of Services; (xi) permitting any third-party to copy all or any portion of the Software; (xii) modifying, reverse engineering, decompiling, disassembling, distributing or otherwise attempting to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Software, documentation or data related to the Software; (xiii) modifying, translating, or creating derivative works based

on any Software; (xiv) copying or otherwise exploiting the Software, in whole or part; (xv) selling, sublicensing, renting, leasing, or otherwise transferring rights to all or any portion of the Software; (xvi) using any Software in any manner which supports the business or operations of a third-party; (xvii) removing any proprietary notices or labels; and/or (xviii) uploading or otherwise providing the following information: (a) personal identification numbers, such as, social security number (SSN), passport number, driver's license number, taxpayer identification number, patient identification number, financial account number or credit card number; (b) personal characteristics, such as, photographic images (particularly of face or other identifying characteristics), fingerprints, or handwriting; (c) biometric data, such as, retina scans, voice signatures, or facial geometry; and (d) asset information, such as, Internet Protocol (IP) or Media Access Control (MAC) addresses that consistently link to a particular person ((xviii)(a)-(d) collectively referred to as the "Prohibited Data").

2.5 Rights Reserved; Intellectual Property Rights; Liability. Any rights that are not expressly granted to Subscriber by Torqata in this

Agreement are expressly reserved by Torqata. Except for the license expressly granted herein, Torqata shall retain all right, title and interest in and to the Software, in the associated documentation and materials, and in all related intellectual property and derivative works including, without limitation, results using the various analytical tools provided by the Software, including, without limitation, Anonymized Data and Results (each as defined below). Except for POS Data (as defined below) all rights, title, and interest in the intellectual property embodied in the Services, including the know-how and methods by which the Services are provided and the processes that make up the Services, as well as all related technology and documentation and all content, will belong solely and exclusively to Torqata. Similarly, any intellectual property developed by Torqata during the performance of any Services will belong solely and exclusively to Torqata. Subscriber shall be jointly and severally liable for its Affiliates use of the Services or its breach of this Agreement.

2.6 Platform Data. There are a number of categories of data used in connection with the Software and in the provision of Services which include the following:

i) Subscriber point of sale system data ("POS Data") — This is data from the Subscriber's point of sale system (also known as a dealer management system), which such data, in its original form, is the property of the Subscriber and is hereby licensed to Torqata (i) for use in performing services, including the Services (which may be expanded upon by mutual agreement of the Parties or pursuant to Section 9.13 (Revisions; Continued Use) of this Agreement, to include, without limitation, store performance recommendation services, auto-replenishment services, lead generation services and related services) for the Subscriber; and (ii) to permit Torqata to create Anonymized Data. Upon the Effective Date (or such other date agreed to by the Parties), Subscriber shall provide Torqata all available POS Data from and after such date which is thirty-six (36) months prior to the Effective Date, which such obligation shall continue for the Term. POS Data provided by Subscriber during the Term, shall be provided to Torqata on a daily basis no later than the cut-off time prescribed by Torqata. Subscriber agrees that it shall not provide to Torqata any POS Data from outside the United States. Subscriber further agrees that the license granted in this Section shall extend to all such POS Data and that such license shall survive termination or expiration hereof in perpetuity. Without limitation, the license granted in this Section is subject to Section 9.1.

ii) De-identified and anonymized data ("Anonymized Data") — Consists of data which may originate with a Subscriber or other source, including, without limitation, POS Data, and personally identified information provided by Subscriber (the "Subscriber PII"), which has been anonymized or de-identified by Torqata. The Parties agree that the Anonymized Data is the sole property of Torqata and may be used by Torqata in Torqata's sole discretion, as further described herein. Use by Subscriber of Anonymized Data, is subject to this Agreement, including, without limitation, the various provisions of Section 2. No use by Subscriber of the ~~Anonymized~~ ~~Anonymized~~ Data shall impact any rights of use of Torqata in the ~~Anonymized~~ ~~Anonymized~~ Data, which such rights shall not be construed as limited in anyway by any use thereof by Subscriber or, subject to Section 9.1, this Agreement. Without limitation, and subject to Section 9.1, Torqata may aggregate, use, sell, license, share and ~~publicize~~ ~~publicize~~ all Anonymized Data in its sole discretion from the Subscriber or the Subscriber's Affiliates. Torqata may use, sell, license, share or publicize such Anonymized Data without any additional consent from Subscriber.

iii) Results from the Services and Software ("Results") — Consists of outputs from the Services and Software based on analytics performed by the Software, including without limitation, click-stream results, using all of the above data types and other data available to Torqata, including, without limitation, market data within and outside of the Software. The Parties agree that the Results are the sole property of Torqata. Use by Subscriber of the Results is subject to this Agreement, including, without limitation, the various provisions of Section 2. No use by Subscriber of the Results shall impact any rights of use of Torqata in the Results, which such rights shall not be construed as limited in any way by any use thereof by Subscriber or, subject to Section 9.1, this Agreement. Without limitation, and subject to Section 9.1, Torqata may aggregate, use, sell, license, share and publicize all Results (to the extent anonymized) in its sole discretion.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose Proprietary Information, as hereinafter defines. "Proprietary Information" shall mean the confidential and proprietary information or

Cadence of the prospective data feeds to be discussed.

data furnished directly or indirectly by the Disclosing Party to the Receiving Party before or after the date hereof, which, in the case of written, recorded, graphical or electronically communicated or stored information, or any other information in tangible form, that is identified as Proprietary Information hereunder or that the Receiving Party should reasonably understand to be considered Proprietary Information by the Disclosing Party because of legends and/or other written markings, or, in the case of oral information, the Receiving Party should reasonably understand to be considered Proprietary Information by the Disclosing Party because of a written communication from the Disclosing Party to the Receiving Party that is delivered within five (5) days of the initial oral communication. Notwithstanding the foregoing, and even if such information does not bear legends or markings indicating it is proprietary or confidential, Proprietary Information shall include all information disclosed by Parties to each other regarding pricing or terms quoted by the Torqata. Notwithstanding anything contained herein to the contrary, the term "Proprietary Information" does not include information which: (a) has been published or is otherwise in the public domain, through no fault of the Receiving Party, at the time of the disclosure; (b) prior to disclosure hereunder is within the legitimate possession of the Receiving Party, as reasonably evidenced by a contemporaneous writing; (c) becomes known to the Receiving Party from sources other than the Disclosing Party under circumstances not involving any violation of law or breach of any ~~confidentiality~~confidentiality obligation owed by such source to ~~the~~the Disclosing Party, which violation or breach was known or should reasonably have been known to the Receiving Party; or (d) is independently developed by the Receiving Party through third-parties who have not had, either directly or ~~indirectly~~indirectly, access to or knowledge of such Proprietary Information, as reasonably evidenced by a contemporaneous writing. For the sake of clarity, Anonymized Data shall be considered Tomato's Proprietary Information.

3.2 The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information; and (ii) not to use

(except in performance of the Services or as otherwise permitted herein) or divulge to any third-party any such Proprietary Information. Receiving Party shall cause any party to whom it discloses Proprietary Information to comply with confidentiality and privacy obligations set for the under this Agreement.

3.3 Notwithstanding anything to the contrary, Torqata shall have the right to collect and analyze data and other information

relating to the provision, use and performance of the Services (including, without limitation, POS Data and data derived therefrom), and Torqata will be free to: (i) use any such data and other information to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services; and (ii) collect and compile any such data and other information and transform the same into Anonymized Data. This Section 3 shall not in any way limit ~~Tomato's~~Torqata's ownership or rights of use in Anonymized Data.

4. TERM AND TERMINATION

4.1 Initial Term and Renewals. Subject to earlier termination as provided below, the Initial Term of the Agreement will continue

for three (3) years ("Initial Term") and will automatically renew for a twelve (12) month period and continue to renew for twelve (12) month periods thereafter ("Renewed ~~Term~~Term" and collectively with the Initial term, "Term"), unless either Party requests termination at least sixty (60) days prior to the end of the Initial Term or the respective Renewed Term.

4.2 Termination. In addition to any other remedies it may have, either Party may terminate this Agreement upon written notice if

the other Party breaches any material provision of this Agreement and fails, within thirty (30) days after receipt of written notice of such breach, to correct the breach.

4.3 Suspension. In addition to any other remedies it may have, Torqata may suspend use of or deny access to the Software (as to

any or all Authorized Users) and otherwise suspend the provision of the Services, if: (i) Subscriber is delinquent in any of its obligations hereunder beyond the applicable cure period set forth herein; (ii) there is any violation or suspected violation of the ~~AHPAUP~~ or any other misuse of the Software, in the reasonable discretion of Torqata; (iii) the Software is otherwise being used in a manner that Torqata reasonably believes will give rise to liability, will degrade the performance of services, or poses a security risk; or (iv) required to suspend the provision of Services by applicable law. Torqata will have no liability for any damage, liabilities, losses, or any other consequences of any kind whatsoever that Subscriber or any Authorized User may incur as a result of suspension in accordance with this Section 4.3.

4.4 Termination For Convenience. Either Party may terminate this Agreement upon sixty (60) days prior written notice to the other Party.

4.5 Effect of Termination. Upon termination, all rights and obligations under this Agreement will automatically terminate except

for rights of action accruing prior to termination and any obligations that expressly survive termination. In addition, each Party will return any of the other Party's proprietary materials, information and documents in its possession or control and immediately cease all access to, and use of, the Software. All provisions of this Agreement which by their nature should survive termination, or are expressed to survive termination, will survive termination, including without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

5. PAYMENT AND PAYMENT TERMS

5.1 Fees. Subscriber will pay Torqata the then applicable fees described in the Services Description (the "Fees") in accordance with

the terms herein. The Fees shall be invoiced in advance of each annual subscription period and shall be due upon receipt of the invoice, unless otherwise specified in the Services Description. forqata shall provide at least sixty (60) days prior notice to Subscriber (which

may be sent by email) of any increases in SaaS fees upon renewal. The adjustment will be effective on the first day of the month following the end of the Initial Term and the Renewed Terms when applicable. All amounts paid by Subscriber hereunder are non-refundable. If Subscriber in good faith disputes any invoice, Subscriber must give notice of such dispute to Torqata no later than thirty (30) days after the date of such invoice. All disputes not raised within such period shall be deemed waived and the entirety of the respective invoice shall be deemed accepted by Subscriber.

5.2 Taxes. Subscriber is responsible for paying all taxes (except for taxes based on ~~Torqata's~~Toroata's net income or capital stock) relating to this Agreement and the Fees. Applicable taxes are not included in the Fees.

5.3 Billing Full payment for invoices issued in any given month must be received by Torqata thirty (30) days after the date of the respective invoice. Unpaid amounts are subject to a finance charge of the lesser of (i) 1.5% per month or (ii) the maximum finance charge allowed by law, on any outstanding balance plus all expenses of collection, including, without limitation, reasonable attorney fees and costs, and may result in immediate suspension or termination of the Agreement

5.4 Reimbursements. If Subscriber requests for 1 orqata to travel to Subscriber's premises, Subscriber shall reimburse Torqata for all reasonable travel expenses (including, without limitation, transportation, lodging and meals).

6. WARRANTY AND DISCLAIMER

6.1 Conditioned on use of the Software in compliance with this Agreement, Torqata warrants, for the Term, that the Software will perform in all material respects in accordance with the applicable user documentation provided to Subscriber by Torqata in writing along with the Software. Torqata shall use reasonable efforts consistent with prevailing industry standards to maintain the Software in a manner that minimizes errors and interruptions and further warrants that all Services shall be ~~performed~~performed in a professional and workmanlike manner and in accordance with any applicable requirements specified in the Agreement. In the event that Torqata breaches any warranties under this Section 6.1, then Torqata will use commercially reasonable efforts to correct or implement a workaround for the deficiency. The Services may be temporarily unavailable for scheduled maintenance, either by Torqata or by third-party providers, or because of other causes beyond ~~Torqata's~~Toroata's reasonable control, but ~~Torqata~~Toroata shall use commercially reasonable efforts to provide advance notice in writing or by email of any scheduled disruption in the Services. The data appearing in or produced by the Software, including, without limitation, the Anonymized Data or Results, could include technical, typographical, or photographic errors. Torqata does not warrant that any of the data, including, without limitation, Anonymized Data or Results is without error or is complete or is current. Notwithstanding anything to the contrary herein, the warranties set forth in Section 6.1 shall only apply to the use of the Software and Services in the United States, and Torqata explicitly disclaims any and all warranties for the Software and/or Services outside the United States. Without limiting the generality of the foregoing and notwithstanding anything to the contrary herein, Torqata does not represent or warrant that the Software and/or Services will comply with any laws or regulations that may apply outside of the United States.

6.2 EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, TORQATA MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR SOFTWARE AND EXPLICITLY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING, ~~WITHOUT~~WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY THAT THE SERVICES OR SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

6.3 ~~TORQATA~~TOROATA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY, DAMAGES AND/OR LOSSES, RELATING TO, ARISING OUT OF, OR OTHERWISE RESULTING FROM, TORQATA'S REMOTE ACCESS TO SUBSCRIBER'S NETWORK, INCLUDING WITHOUT LIMITATION, WHERE ~~TORQATA~~TOROATA EMPLOYEES REMOTELY ACCESS SUBSCRIBER'S SYSTEMS TO DOWNLOAD SOFTWARE, THIRD PARTY SOFTWARE AND ANY OTHER DATA OR INFORMATION, AS APPLICABLE. TOROATA SHALL NOT BE LIABLE FOR THE INTRODUCTION OF ANY VIRUS, MALWARE, TROJAN HORSE OR OTHER HARMFUL CODE, LOSS OF OR DESTRUCTION TO DATA, LOST PROFITS, DAMAGE OR CORRUPTION TO THE SUBSCRIBER NETWORK AND/OR ANY OTHER LOSS OR DAMAGE RESULTING FROM, RELATING TO OR OTHERWISE ARISING OUT OF TOROATA'S REMOTE ACCESS TO SUBSCRIBER'S NETWORK. TO THE FULLEST EXTENT PERMITTED BY LAW, SUBSCRIBER HEREBY IRREVOCABLY WAIVES ANY CLAIMS AGAINST, AND FOREVER RELEASES, ~~TORQATA~~TOROATA FROM, ANY AND ALL LIABILITY RELATING TO, ARISING OUT OF, OR OTHERWISE RESULTING FROM, TORQATA'S ACCESS TO, AND DOWNLOADS FROM, SUBSCRIBER'S NETWORK.

6.4 Subscriber warrants, for the Term, that Subscriber will reasonably cooperate with Torqata in the provision of its ~~POS~~POS Data to Torqata, including, without limitation, permitting Torqata to connect to Subscriber's POS system.

6.5 Each Party warrants that it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder without the consent of any third-party and without breach of any agreements with or obligations to any third-party.

7. LIMITATION OF LIABILITY:

7.1 EXCEPT AS PROHIBITED BY APPLICABLE LAW, TOROATA AND ITS, PARENTS, SUBSIDIARIES, AFFILIATES, REPRESENTATIVES, AND ALL OF THEIR RESPECTIVE OFFICERS, EMPLOYEES AND CONTRACTORS (COLLECTIVELY, "~~TORQATA~~TOROATA PARTIES") SHALL NOT BE RESPONSIBLE OR LIABLE TO SUBSCRIBER UNDER CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, FOR: (A) ANY ERROR OR INTERRUPTION OF USE OR ANY LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF

PROCUREMENT OF SUBSTITUTE SERVICES; (B) ANY INDIRECT, EXEMPLARY, INCIDENTAL SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS; (C) ANY VIRUS, MALWARE, HARMFUL CODE, LOSS OF DATA AND/OR LOST PROFITS, CAUSED BY, RESULTING FROM OR OTHERWISE ARISING OUT OF, TORQATA'S REMOTE ACCESS TO SUBSCRIBER'S NETWORK AND ANY DOWNLOADS THEREFROM; AND/OR (D) FOR ANY MATTER BEYOND TORQATA'S REASONABLE CONTROL, IN ANY CASE, WHETHER OR NOT TORQATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 EXCEPT AS PROHIBITED BY APPLICABLE LAW, TORQATA'S ENTIRE LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE BASIS OF THE CLAIM WILL NOT EXCEED THE AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY SUBSCRIBER TO ~~TORQATA~~TORQATA FOR THE SERVICES ~~UNDER~~RUNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

8. INDEMNITY

8.1 Torqata will defend Subscriber against any third-party claim that the Service or Software, used in compliance with this Agreement, infringes upon the intellectual property rights of any third-party, within the United States, and shall pay such amounts finally awarded by a court against Subscriber or included in a settlement approved by Torqata, provided that Subscriber promptly: i) notifies Torqata in writing of the claim; ii) supplies all information requested by Torqata; and iii) allows Torqata to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts. Torqata has no responsibility for claims or violations of applicable law where based on use in combination with goods or services not provided by Torqata or use of a non-current version or release of the Services or Software where such claim or violation would have been avoided but for such combination or through use of the current version or release of the Services or Software.

8.2 Subscriber shall indemnify and hold the Torqata Parties harmless, against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorney's fees) resulting from any third-party claim (i) that the ~~POS~~POS Data infringes or misappropriates such third-party's intellectual property rights; (ii) arising out of the negligence or willful misconduct of Subscriber or any Authorized User; or (iii) with respect to use of the Services or Software in violation of the terms of this Agreement, including, without limitation, the restrictions set forth in Section 2.2 and the AIJP and expressly and without limitation, including where Subscriber provides Prohibited Data, provided that Subscriber may not settle any such third-party claim against Torqata without Torqata's prior written consent to such settlement, and further provided that Torqata will have the right, at its option, to defend itself against any such claims or to participate in the defense thereof by counsel of its own choice in whatever ~~capacity~~capacity.

9. MISCELLANEOUS

9.1 ~~PII~~PR. In the course of the provision of the Services, Torqata may have access to certain personally identifiable information of Subscriber, the Authorized Users or the customers of Subscriber that is regulated by state and/or federal laws and regulations ("Subscriber PII"). In accordance with the requirements imposed by applicable laws, ~~Torqata~~Torqata shall, for so long as ~~Torqata~~Torqata retains such Subscriber PII: (i) limit access to Subscriber PII to Torqata's employees, agents and subcontractors who need access to Subscriber PII; and (ii) implement commercially reasonable administrative, technical and physical safeguards in accordance with SOC2 standards to help protect against unauthorized access to or disclosure of such Subscriber PII. Subscriber represents and warrants that none of the Subscriber PII is GDPR data or otherwise controlled or processed in the European Union. Until Torqata and Subscriber complete an assessment of each Party's obligations under the California Consumer Privacy Act, Subscriber agrees to not share personal data for natural persons that are California residents ("California Residents") as part of the PUS Data transfer. In that regard, Torqata will use reasonable efforts to filter its data feeds to block information on California Residents until an assessment and decision on California PII is made by the Parties.

9.2 Privacy. At Subscriber's request, Torqata will provide Subscriber with a written copy of its then-current Privacy Policy. In the event of a conflict between the terms of this Agreement and Torqata's Privacy Policy, the terms of this Agreement shall control and prevail. Torqata may, in its sole discretion, update the Privacy Policy from time to time, and such updates shall be effective upon the publication thereof. Subscriber represents and warrants that it will not provide ~~Torqata~~Torqata with, or otherwise upload or input into the Services, any Prohibited Data.

9.3 Independent Contractor Relationship; No Third-Party Beneficiaries. The Parties are independent contractors. No provision of this Agreement creates an association, trust, partnership, agency or joint venture between the Parties. Neither Party will have any rights, power or authority to act or create an obligation on behalf of the other Party except as specified in this Agreement. This Agreement does not and is not intended to confer any rights or remedies, express or implied, upon any person other than the Parties.

9.4 Assignment. Neither Party shall assign this Agreement, or any right or interest in this Agreement, without the prior written consent of the other Party hereto; provided, however, that either Party may assign, without any consent of the other, its rights and obligations under this Agreement to any other individual or entity pursuant to a merger, consolidation or reorganization or sale of substantially all of the assets or stock of such Party.

9.5 Force MajeureMaieure. Neither Party will be liable to the other for any failure to perform any of its obligations under this Agreement ~~during~~ing any period in which performance is delayed by ~~circumstances~~circu instances not within such Party's reasonable control.

9.6 Compliance with Laws. Without limiting any other provision hereof, each Party shall abide by all applicable laws in the ~~per-for-mance~~ performance of its obligations and exercise of its rights under this Agreement.

9.7 Entire Agreement; Severability. This Agreement (together with any exhibits hereto and any revisions in accordance with the terms hereof) is the complete and exclusive statement of the mutual understandings of the Parties and supersedes all prior oral and written understandings, communications or agreements between the Parties regarding that subject matter. Except as set forth in Section 9.13 below, no amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both Parties. If any provision of this Agreement should be found to be void or unenforceable, the provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Agreement will remain in full force and will not be terminated. In the event any terms contained in any documentation or other materials provided by Torqata to Subscriber conflicts with the terms of this Agreement, then the terms of this Agreement will prevail and control.

9.8 Governing Law, Forum and Venue. The Agreement and all rights and duties under the Agreement are governed by, and construed in accordance with, the laws of the State of North Carolina. The Uniform Computer Information Transactions Act do not apply to this Agreement or the transactions contemplated hereunder. Subject to the arbitration provisions of Section 9.9, the Parties hereby agree that the forum and venue for any legal or equitable action or proceeding arising out of, or in connection with, the Agreement will lie in the United States District Court for the Western District of North Carolina or the corresponding ~~state~~state courts governing Mecklenburg County, North Carolina, as applicable, and each Party specifically waives any and all objections to such jurisdiction and venue.

9.9 WAIVER OF JURY TRIAL; ARBITRATION. HAVING FULLY CONSIDERED THE IMPLICATIONS OF THE SAME, EACH PARTY IRREVOCABLY, VOLUNTARILY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. All disputes arising under or in connection with any Agreement shall be finally settled by arbitration in Charlotte, North Carolina, before a single arbitrator appointed by the ~~the~~ American Arbitration Association ("~~Am~~AAA") which arbitration shall be conducted under AAA's ~~commercial~~commercial arbitration rules then in effect at the time of the Agreement provided, however, that discovery shall be permitted in accordance with the United States Federal Rules of Civil Procedure. The decision of the arbitrator shall be final and binding upon Subscriber and Torqata, shall not be appealable, and judgment on the award rendered may be entered in any court of competent jurisdiction. Each Party will bear equally the costs and expenses of AAA and of the arbitrator. The failure by one Party to pay its share of arbitration fees constitutes a waiver of such Party's claim or defense in the arbitration. All arbitration proceedings shall be confidential, except to the extent that disclosure is necessary to enforce an arbitration award in court of competent jurisdiction. Notwithstanding anything to the contrary, either Party shall have the right, without waiving any remedy under any Agreement, to seek from any court of competent jurisdiction (a) equitable relief and (b) any interim or provisional relief that is necessary to protect the rights or property of such Party. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorney's fees if the presiding authority deems appropriate.

9.10 Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit the Party's right to enforce such provision at a later time. All waivers must be in writing to be effective.

9.11 Contract for Services. The Parties intend this Agreement to be a contract for the provision of the services and not a contract for the sale of goods. To the fullest extent permitted by law, the Uniform Computer Information Transaction Act (UCITA) or any substantially similar legislation as may be enacted, shall not apply to this Agreement. The Parties also agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the Parties.

9.12 Notices. All notices must be in writing and shall be sent by first class U.S. mail or a nationally known express or overnight courier (such as FedEx, UPS or the U.S. Postal Service). Notices shall be sent to the contact set forth below, which such contacts may be changed upon prior written notice to the other Party. Without limitation, notices shall be deemed *received* on the date shown on the return receipt (for any mail delivered on a return-receipt basis) or on the courier's confirmation of delivery. Notices to TORQATA shall be sent to TORQATA's main address as listed above and, for each notice, a copy shall also be sent to TORQATA's President with a copy to their Legal Department. Notice to Subscriber may be sent to Subscriber's address set forth in the Agreement.

9.13 Revisions: Continued Use. Torqata reserves the right to change any of the terms of this Agreement, including the terms of its Privacy Policy and any other terms incorporated herein, at any time and in its sole discretion. Any changes will be effective upon the earlier to (Amur of: (a) notice of such changeS provided to Subscriber; or (b) posting the revised terms within the Software, Services or on the website through which the Software or Services are accessed by Subscriber (the "Site"). Subscriber is responsible for reviewing any revised terms, and any notices of revisions prior to continuing use of the Software, Services or Site. SUBSCRIBER'S CONTINUED USE OF THE SOFTWARE, SERVICES OR SITE FOLLOWING NOTICE OR POSTING OF ANY REVISED TERMS, OR ANY NOTICE OF ANY SUCH REVISIONS, WILL ~~eoNs~~eoNs ~~furn~~furn ~~coNs~~coNs ~~Truu~~Truu I E SUBSCRIBER'S ACCEPTANCE OF ~~THE~~THE REVISIONS. IF SUBSCRIBER DOES NOT AGREE TO ANY CHANGES ~~to~~to ~~10~~10 THIS AGREEMENT, PRIVACY POLICY OR OTHER TERMS, SUBSCRIBER MUST IMMEDIATELY STOP USING THE SOFTWARE, SERVICES AND SHE, ANDGIVE I ORQAIA ~~ROMP~~PROMPT WRRI I EN NOI ICE.

Intending to be legally bound hereby, the Parties duly authorized representatives execute the Agreement as of the respective dates set forth below.

Subscriber: _____ ~~Torqata: Torqata~~ Torqata: Torciata Data and Analytics
LLC

By: By: _____

Print Name: _____ Print Name: _____

Title: Title: _____

Date: Date: _____

Exhibit A — Services Description

1. Description of Services:

- a. Inventory Optimization. Designed to assist subscribers in improving product assortment and speeding up ~~assortment decisions~~ assortment decisions in existing and prospective stores by assisting subscribers in catering to target market and capitalize on existing opportunity.
- b. Pricing & Program Profitability. Assists subscribers in managing the various manufacturer incentive programs by taking advantage of the backward looking bonus structures and optimizing returns given a variety of subscriber specified constraints and conditions.
- c. Market Pricing. This tool collects and presents aggregated consumer price statistics at the Product SKU level and other publicly available information saving the Subscriber time in researching and assembling the aggregated and publicly available information. It is also designed to help improve a subscriber's ability to understand market prices and their customers.
- d. Single-Supplier Auto-Replenishment with ATD. Auto Replenishment eliminates the manual process around product ordering, ensuring that subscribers always stay in stock with relevant SKUs. It enables Subscribers with integrated systemic based ordering intelligence triggered by in-store purchases or pre-set inventory min/max volumes at the SKU level. Torqata ingests data from subscriber's desktop applications through APIs, flat files, or direct integration based on preference as places the order with a supporting distributor.
- e. Campaign Management Access. This tool enables subscriber access to campaign creation that micro-targets nearby, in-market shoppers and then track the results of current and past campaigns through an "~~ROI~~ ROI Dashboard." IMPORTANT NOTE: Setting up and running a campaign is at an additional cost with Good, Better, and Best options. Subscriber is under no obligation to use these paid services.
- f. Customer Support Available through email, on our website, or through scheduled in person or virtual engagements. The service includes training for subscriber, consultation on market pricing, inventory, and data hygiene best practices as well as resolution of any issues subscriber may encounter.
- g. Data Cleaning. Designed to ingest daily data once connected to subscriber's system automatically formatting, cleaning, normalizing, and identifying relevant data. This service ensures other services provide the subscriber better results in other services and tools.
- ~~h.~~ h. Other Services: Eligibility to future services or pilots upon provider's discretion.

Acknowledgement: Subscriber acknowledges and agrees that all Services are dependent on Subscriber and your data provider performing its obligations and providing the accurate, timely and complete ~~POS~~ POS Data as required by Torqata to perform such Services.

2. Monthly Fees: All of the Services listed in Exhibit A are part of the provider's "Basic" level offering at \$0 to the retailer who have a signed agreement prior to December 31, 2022

Additional "Pro" and "Premium" level Services will be offered in the future for additional fees.

3. Implementation Fee (~~one-time~~) one-times: Waived for all retailer locations with a signed agreement by December 31, 2022

- d. Initial Service Term: Three (3) years. Account activation is tied to ~~finalimition~~ finalization of the ~~POS~~ POS Data feed.
5. POS Data Frequency: All data listed in this exhibit will be sent daily. ~~The~~ The daily data will be sent before 9PM local time ~~for~~ at ~~Hot odc~~ Hot odc location.
6. Data ~~Types~~ Types ~~:~~ :
- The data sets need to come in the three feeds listed under type. In some ~~cases~~ cases, the row may be duplicative because it is needed in the distinct feed.
- a. Required. This table represents minimum elements necessary to deliver the basic services.

| Type | Column | Permitted Values | Description |
|---|---|---|---|
| Transaction | date | Date | date of transaction |
| Transaction | time | Time | time of transaction |
| Transaction | transaction no | Text | unique transaction number |
| Transaction | line no — | Text | unique line number associated with transaction |
| Transaction | store_id | Text | unique store id |
| Transaction | sale_type | text | tires, parts, labor, tee <u>tee</u> and etc. |
| Transaction <u>Transaction</u> | vin <u>vin</u> | Text | vehicle yin number |
| Transaction | sku | text | unique product id al client database |
| Transaction <u>Transaction</u> | mfg_name <u>mfg_name</u> | text <u>text</u> | manufacturer name |
| Transaction | mfg_part_no <u>mfg_part_no</u> | text | manufacturer's part number |
| Transaction | modelname | Text | product model/style name |
| Transaction | product_desc | Text | full description of the product |
| Transaction | units sold | Integer | number of items sold |
| Transaction | ext_cost | Numeric | Total item acquisition cost (dollars) |
| Transaction | ext_retail | Numeric | Total retail price (dollars) |
| Transaction | customer_zipcode | Text | customer's address zipcode <u>zipcode</u> |
| Inventory | date* | Date (MM/DD/ YYY <u>YY</u>) | Date of the inventory snapshot (UTC) |
| Inventory | time* | Time (HH:SS) | Time <u>time</u> of the inventory snapshot (HH <u>HH</u>) |
| Inventory | store_id | Text | unique store identifier |

| | | | |
|-----------|--|-----------------------------------|--|
| Inventory | mil_name tlfg_riarrie | text Text | manufacturer naive (tlfg_name (tire brand name) |
| Inventory | infgr_par tlfg_part_no | text Text | manufacturer's part number |
| Inventory | qoh | Integer | quantity of on-hand on-hand inventory |
| Pricing | date | Date | date et of transaction |
| Pricing | time | Time | time of transaction |
| Pricing | store id | Text | unique store id |
| Pricing | skt sku | Text | unique product id |
| Pricing | mfg- name _name | Text | manufacturer name |
| Pricing | mfg_part_no | text Text | manufacturer's part number |
| Pricing | price | float | retail price |

~~H~~b. Not Required. This table represents elements only for the basic services ~~that can~~ ~~that can~~ improve the calculations or integrity of the outcomes.

| Type | Column | Permitted Values | Description |
|---|---|---|---|
| transaction Transaction on | unit_cost unit cost | float is Numeric | individual item acquisition cost (dollars) |
| transaction i ansaction | unit labor — | float is Numeric | individual item related labor cost (dollars) |
| Transaction | ext_labor | Numeric | Total labor cost (dollars) |
| Transaction | unit unit retail | Numeric | Individual item retail price (dollars) |
| Transaction | FET | Numeric | FET fee |
| Transaction | discount | Numeric | Discount applied (dollars) |
| Transaction | net_discount_sales et_dismunt_sales | float is Numeric | Final price after discount; ext_retail ext_labor - discount |
| Transaction | vehicle_type | Text | passenger, light truck, mid- truck, etc. |
| Transaction | tire_size | Text | tire size, such as, 225/45R18 |
| Transaction | width in inch | Text | tire width |
| Transaction | width_in_inch width_in_mm | Text | tire width |
| Transaction | aspect_ratio | Text | aspect ratio |
| Transaction | rim_diameter | Text | wheel rim diameter |
| Transaction | load_index | Text | load index(single and dual load) |

| | | | |
|---|---|-------------|--|
| Transaction | speed_index | Text | speed index |
| Transaction Transaction | seasonality | Text | all season, summer, winter |
| Transaction | run flat | Text | run flat or not |
| Transaction | m+s_symbol | Text | Mud + Snow |
| Transaction | original equipment original equipment | Text | is it OE tires? |
| Transaction | tireply | Text | tire ply |
| Transaction | sidewall | Text | sidewall |
| Transaction | TPMS | Text | TPMS rating |
| Transaction | mileage_in | Numeri c | Odometer reading at the time of drop off (in miles) |
| Transaction | mileage_out | Numeri c | Odometer reading at the time of completion (in miles) |
| Transaction | vehicle year | Numeri c | Model year of the |
| Transaction | vehicle make | Text | Manufacture name of the vehicle (Ford, Buick, BMW, etc) |
| Transaction | vehicle model | Text | Model name of the vehicle |
| Transaction | vehicle_trim | Text | Trim of the vehicle (sport, sle, le, etc) |
| Inventory | sku | Text | unique product identifier |
| Inventory | tire_size | Text | Tire size (e.g. 255/45R18) |
| Inventory | stock_level | Integer | |
| Inventory | stock_max | Integer | the minimum stocking level for units |
| Inventory | width_in_inch | Text | tire width |
| Inventory | width_in_mm | Text | tire width |
| Inventory | aspect aspect , ratio | Text | aspect ratio |
| Inventory | rim_diameter | Text | wheel rim diameter |
| Inventory | load_index | Text | load index(single single and dual load) |
| Inventory | speed_index | Text | speed index |
| Inventory | seasonality | Text | all season, summer, winter |
| Inventory | run_flat | Text | run flat or not |
| Inventory | m+s symbol | Text | Mud + Snow |

| | | | |
|--|--|-------|--|
| Inventory | tireply | Text | tire ply |
| Inventory Inventory | sidewall | Text | sidewall |
| Inventory | TPMS | Text | TPMS rating |
| Pricing | product_desc | Text | product description, including tire size, style, speed rating, load rating, sidewall, etc. |
| Pricing | cost | float | cost |
| Pricing | tire_size | Text | Tire size (e.g. 255 755 /45R18) |
| Pricing | width_in_inch | Text | tire width |
| Pricing | width_in_mm width_in_mm | Text | tire width |
| Pricing | aspect_ratio aspect_ratio | Text | aspect ratio |
| Pricing | rim_diameter | Text | wheel rim diameter |
| Pricing Pricing | load_index | Text | load index(single and dual load) |
| Pricing | speed_index | Text | speed index |
| Pricing | seasonality | Text | all season, summer, winter |
| Pricing | run_flat | Text | run flat or not |
| Pricing | mud_s mud_s | Text | Mud f Snow |
| Pricing | tireply | Text | tire tire ply |
| Pricing | sidewall | Text | sidewall |
| Pricing | TPMS TPMS | Text | TPMS rating |

Other Services. ~~This~~[This](#) table represents additional elements required for market demand and campaign management tools

| Type | Column | Permitted Values | Description |
|--|--|--|--|
| Transaction Transaction | customer_id customer_id | Numeric Numeric | system id id for customer |
| Transaction Transaction | customer_first_name customer_first_name | Text | customer_first_name customer_first_name |
| Transaction | customer_middle_name customer_middle_name | Text | customer_middle_name customer_middle_name |
| Transaction Transaction | customer_last_name customer_last_name | Text | customer_last_name customer_last_name |
| Transaction Transaction | address_line1 address_line1 | Text | customer's address line 1 1 |
| Transaction Transaction | address_line2 address_line2 | text Text | customer's address line 2 |

| | | | |
|------------------------|----------------------------|--|--|
| action | ress_line2 | | |
|------------------------|----------------------------|--|--|

| | | | |
|--|------------------------|------|---|
| Transaction n | address_line3 | Text | e:ustomer's customer's address line 3 |
| Transaction Transaction n | customer_city | Text | customer's address city |
| Transaction n | customer state | Text | customer's address state |
| Transaction n | customer_phone | Text | customer's phone |
| Transaction n | customer email | Text | customer's email |
| Transaction n | customer_market_optout | Text | a flag to indicate if customers choose to opt-out marketing newsletter |

EXHIBIT F

STATE SPECIFIC ADDENDAS DISCLOSURE REQUIRED BY THE STATE OF CALIFORNIA

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

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

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

The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business. For any development agreement, the payment of the development and initial fee attributable to a specific unit is deferred until that unit is open.

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

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

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

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

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

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

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

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

6. Section 31125 of the Corporations Code requires us to give you a disclosure document in a form approved by the Commissioner of Business Oversight before we ask you to consider a material modification of an existing franchise.

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

8. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

9. Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

10. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. Note: maximum price agreements are not per se violations of the Sherman Act.

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

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

DISCLOSURE REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 to 705/44 the Uniform Disclosure Document for Tire Pros Francorp, ~~LLC~~, for use in the State of Illinois, shall be amended to include the following:

Illinois law governs the Franchise Agreement(s).

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

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

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

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

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

DISCLOSURE REQUIRED BY THE STATE OF INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23 2 2.5 1 to 23 2 2.5 51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23 2 2.7 1 to 23 2 2.7 10, the Franchise Disclosure Document for Tire Pros Francorp, ~~LLC~~, for use in the State of Indiana, shall be amended as follows:

1. Item 8, "Restrictions on Sources of Products and Services," shall be amended by the addition of the following language:

Any benefits derived as a result of a transaction with suppliers for Indiana franchisees will be kept by us or our affiliates as compensation for locating suppliers and negotiating prices for you.

2. Item 12, "Territory," shall be amended by the addition of the following paragraph: We will not compete unfairly with you within a reasonable area.

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

The Indiana Deceptive Franchise Practices Act requires that any release executed by a franchisee or transferor must not include any claims arising under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act.

The Indiana Deceptive Franchise Practices Act requires that Indiana law govern any cause of action which arises under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act.

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

5. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23 2 2.5 1 to 23 2 2.5 51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23 2 2.7 1 to 23 2 2.7 10, are met independently without reference to this Addendum to the Disclosure Document.

DISCLOSURE REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. §14-201 et. seq. (2010 Repl. Vol. and Supp. 2012), the Franchise Disclosure Document for Tire Pros Francorp, ~~LLC~~, for use in the State of Maryland, shall be amended as follows:

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

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all Initial Franchise Fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended to include:

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

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended to include:

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

4. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended to include:

The Franchise Agreement provides for termination upon your bankruptcy. This provision might not be enforceable under federal bankruptcy law (11. U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

5. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended to include:

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

6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. §14-201 et. Seq. (2010 Repl. Vol. and Supp. 2012), are met independently without reference to this Addendum to the Disclosure Document.

DISCLOSURE REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Tire Pros Francorp, ~~LLC~~, for the offer of franchises for use in the State of Minnesota, shall be amended to include the following:

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

The initial franchise fee is deferred until your Center opens for business and we have completed our initial obligations to you under the Franchise Agreement. The Franchise Agreement provides for deferral of all initial fees and payments until you open your Center for business.

2. Item 13, "Trademarks," shall be amended by the addition of the following paragraph immediately after the fourth paragraph:

The Minnesota Department of Commerce requires us to indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of our trademark infringes trademark rights of the third party. We do not indemnify against the consequences of a franchisee's use of our trademark except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, the franchisee must provide notice to us of any such claim within 10 days and tender the defense of the claim to us. If we accept the tender of defense, we have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

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

Pursuant to Minn. Rule 2860.4400D, any general release of claims a transferor may have against us or our officers, directors, shareholders and employees, including, without limitation, claims arising under federal, state, and local laws, rules and ordinances shall exclude such claims as the transferor may have under the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days'

notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or

reduce any of your rights provided for in Minnesota statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

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

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

7. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this Addendum to the Disclosure Document.

DISCLOSURE REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the General Business Law of the State of New York, Article 33, Sections 680-695, the Franchise Disclosure Document for Tire Pros Francorp, ~~LLC~~, for use in the State of New York, shall be amended as follows:

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT J OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

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

7. The following is added to the end of the “Summary” section of Item 17(j), titled “**Assignment of contract by franchisor**”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

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

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

9. Modifications that we make to our Manual as permitted by the Franchise Agreement will not impose an unreasonable economic burden on you.

DISCLOSURE REQUIRED BY THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19- 01 through 51-19-17, and the policies of the Office of State of North Dakota Securities Commission, the Franchise Disclosure Document for Tire Pros Francorp, ~~LLC~~, for use in the State of North Dakota, shall be amended as follows:

1. Item 5, “Initial Fees,” is amended to include the following:

The initial franchise fee is deferred until your Center opens for business and we have completed our initial obligations to you under the Franchise Agreement. The Franchise Agreement provides for deferral of the initial franchise fee until you open your Center for business.

2. A contractual requirement that you sign a general release will not apply to claims you may have under the North Dakota Franchise Investment Law.

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

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

5. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently referenced to this Addendum to the Disclosure Document.

DISCLOSURE REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the Franchise Disclosure Document for Tire Pros Francorp, ~~LLC~~, for use in the State of Rhode Island, shall be amended as follows:

1. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following paragraph at the end of the Item:

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

2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this Addendum to the Disclosure Document.

DISCLOSURE REQUIRED BY THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Franchise Investment Law, SDCL §§ 37-5B-1 through 37-5B-53, and the policies of the South Dakota Division of Securities, the Franchise Disclosure Document for Tire Pros Francorp, ~~LLC~~, for use in the State of South Dakota, shall be amended as follows:

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

The initial franchise fee is deferred until we have completed our initial pre-opening obligations to you under the Franchise Agreement and your Center is open for business. The Franchise Agreement provides for deferral of the initial franchise fee until you open your Center for business.

DISCLOSURE REQUIRED BY THE STATE OF VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, Va. Code Ann. § 13.1-564, the Franchise Disclosure Document for Tire Pros Francorp, ~~LLC~~, for use in the State of Virginia, shall be amended as follows:

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

2. Items 17 (d) and 17 (e) are amended to include the following:

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

DISCLOSURE REQUIRED BY THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, the Franchise Disclosure Document for Tire Pros Francorp, ~~LLC~~, for use in the State of Washington, shall be amended as follows:

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

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

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

5. The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

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

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

8. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any

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

[4923-2591-0054.1](#)

[F-11](#)

[Tire Pros \(2024\)-EX F](#)

EXHIBIT G
FINANCIAL STATEMENTS

(see attached)

TIRE PROS FRANCCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
BALANCE SHEETS
(UNAUDITED)

| Assets | November 23, 2024 | December 30, 2023 |
|--|-------------------|-------------------|
| Current assets: | | |
| Cash and cash equivalents | \$ 786,759 | 767,250 |
| Other receivables | 3,620,852 | 2,556,494 |
| Prepaid dealer trips and events | (0) | 20,000 |
| Deposits and other current assets | 206,837 | 187 |
| Note receivable from Parent | 2,000,000 | 2,000,000 |
| Total current assets | 6,614,448 | 5,343,931 |
| Intangible assets, net | 2,041,667 | 2,500,000 |
| Total assets | 8,656,114 | 7,843,931 |
| Liabilities and Member's/Stockholder's Equity | | |
| Current liabilities: | | |
| Customer rebates | \$ 2,671,269 | 5,625,927 |
| Accrued expenses | 237,780 | 780,804 |
| Total Current liabilities | 2,909,048 | 6,406,731 |
| Long-term liabilities: | | |
| Deferred tax liability | | |
| Total liabilities | 2,909,048 | 6,406,731 |
| Member's/stockholder's equity | 5,747,066 | 1,437,203 |
| Total liabilities and members/stockholder's equity | \$ 8,656,114 | 7,843,934 |

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR BUYERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION AS TO THEIR CONTENT OR FORM.

~~TIRE PROS FRANCCORP, LLC~~
TIRE PROS FRANCCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
STATEMENT OF OPERATIONS
FOR THE PERIOD ENDED NOVEMBER 23, 2024
(UNAUDITED)

| | | November 23, |
|--------------------------------------|----|--------------|
| Revenues: | | |
| Initial franchise fees | \$ | 135,500 |
| Ongoing franchise fees | | 4,427,135 |
| Advertising revenues | | 9,481,497 |
| Miscellaneous revenues | | 588,532 |
| Total revenues | \$ | 14,632,664 |
| Costs and expenses: | | |
| Advertising expense, net | | 8,656,968 |
| Purchase rebates | | 5,519,210 |
| Salaries and employee benefits | | 3,664,283 |
| Amortization | | 458,333 |
| General and administrative | | 4,404,322 |
| Total costs and expenses | \$ | 22,703,116 |
| Loss from operations | \$ | (8,070,452) |
| Other income | | |
| | | 166,833 |
| Total other income | \$ | 166,833 |
| | \$ | |
| Loss before provision for income tax | | (7,903,619) |
| Provision for income tax | | |
| Net loss | \$ | (7,903,619) |

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR BUYERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED ~~PUBLIC~~PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION AS TO THEIR CONTENT OR FORM.

~~TIRE PROS FRANCHISE, LLC~~
TIRE PROS FRANCHISE, LLC

IA %MOUT OWNED SUBSIDIARY OF AMERICAN Net DISTRIOUTORS. INC)
BALANCE SHEET
(UNAUDITED)

| Assets | | March 30, 2024 | December 30, 2023 |
|--|---|--------------------------------|-------------------|
| Caren assets: | | | |
| Cash and cash equivalents | 5 | 772,206 | 767,250 |
| Other recervabits | | 3,338,037 | 2,556,494 |
| Prepaid dealer trips and events | | 20,000 | 20,000 |
| Deposits and other current assets | | 249,931 | 187 |
| Note receivable from Parent | | 2,000,000 | 2,000,000 |
| Total current assets | | 6,380,176 | 5,343,931 |
| Intangible assets, net | | 2,375,030 2,375,030 | 2 500 000 |
| Total assets | | 8,755,176 | 7 843 931 |
| Liabilities and Member's/Stockholder's Equity | | | |
| C labil lie% | | | |
| Customer rebates | S | 1,022,968 | 5,625,927 |
| Accrued expenses | | 206,207 | 780,804 |
| Total Current liabilities | | 1,229,175 | 6,406,731 |
| long-term liabilities. | | | |
| Deferred tax liability | | | |
| Total liabilities | | 1,229,175 | 6,406,731 |
| Member's/stockholders equity | | 7,526,001 | 1,437,203 |
| Total liabilities and members/stockholder's equity | | 8,755,176 8,753,176 | 7,643,934 |

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR BUYERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION AS TO THEIR CONTENT OR FORM.

~~TIRE PROS FRANCCORP, LLC~~
TIRE PROS FRANCCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
STATEMENT OF OPERATIONS
FOR THE QUARTER ENDED MARCH 30, 2024
(UNAUDITED)

| | | |
|--------------------------------------|----|---------------|
| | | April 1, 2023 |
| Revenues: | | |
| Initial franchise fees | | 45,250 |
| Ongoing franchise fees | | 1,188,99 |
| Advertising revenues | | 0 |
| Miscellaneous revenues | | 2,842,00 |
| Total revenues | \$ | 4,239,659 |
| Costs and expenses: | | |
| Advertising expense, net | | 2,840,466 |
| Purchase rebates | | 1,481,283 |
| Salaries and employee benefits | | 1,023,816 |
| Amortization | | 125,030 |
| General and administrative | | 502,791 |
| Total costs and expenses | \$ | 5,973,357 |
| Loss from operations | \$ | (1,733,697) |
| Other income | | 55,611 |
| Total other income | \$ | 55,611 |
| Loss before provision for income tax | \$ | (1,678,086) |
| Provision for income tax | | |
| Net loss | \$ | (1,678,086) |

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR BUYERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION AS TO THEIR CONTENT OR FORM.

**THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT
AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF
FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT
CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES
OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT
OR FORM.**

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TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
DECEMBER 30, 2022 AND DECEMBER 31, 2022

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TIRE PROS FRANCORP, LLC

(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

TABLE OF CONTENTS**DECEMBER 30, 2023 AND DECEMBER 31, 2022**

| | <u>Page No.</u> |
|--|------------------------|
| Independent Auditor's Report | 1 - 2 |
| Financial Statements. | |
| Balance Sheets as of December 30, 2023 and December 31, 2022 | 3 |
| Statements of Operations for the fiscal years ended December 30, 2023 and December 31, 2022 | 4 |
| Statements of Member's Equity for the fiscal years ended December 30, 2023 and December 31, 2022 | 5 |
| Statements of Cash Flows for the fiscal years ended December 30, 2023 and December 31, 2022 | 6 |
| Notes to Financial Statements | 7-12 |

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HOLTMOUSE | CARLIN | VAN TRIGT LLP

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Tire Pros Francorp, LLC:

Opinion

We have audited the accompanying financial statements of Tire Pros Francorp, LLC (a wholly owned subsidiary of American Tire Distributors, nc.) (the "Company"), which comprise the balance sheets as of December 30, 2023 and December 31, 2022 and the related statements of operations, members equity and cash flows for the fiscal years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 30, 2023 and December 31, 2022, and the results of its operations and its cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that we are free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes that induces our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud

may invoke collusion, forgery, intentional omissions, misrepresentations, or the override or ~~intern~~intern al
~~control~~control. Misstatements are considered

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!Nino, CA I Long Beath, CA I Los Angolos, CA
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CA I Phoenix, AL I Walnut Wok CA I Westlake village. CA



material if there is a ~~substantial~~substantial likelihood that, ~~individually~~individually or in the aggregate, they would influence the judgment made by a ~~reasonable~~reasonable user based on the ~~financial statement~~financial statement.

In performing an audit in accordance with generally accepted ~~auditing standards~~auditing standards, we:

- Exercise professional judgment and ~~maintain professional~~maintain professional skepticism ~~throughout~~throughout the audit.
- Identify and ~~assess~~assess the risks of material misstatement of the financial statements, whether ~~due to~~due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include ~~examining~~examining, on a test basis, ~~evidence~~evidence regarding the ~~amount~~amount and disclosures in ~~the financial statements~~the financial statements.
- Obtain an understanding of internal control ~~relevant to~~relevant to the audit in order to design ~~audit~~audit procedures that are appropriate in the ~~circumstances~~circumstances, but ~~not~~not for the ~~purpose~~purpose of expressing an opinion on the effectiveness of ~~the Company's internal control~~the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate ~~the appropriateness~~the appropriateness of accounting ~~policies~~policies used and the ~~reasonableness~~reasonableness of significant ~~accounting~~accounting estimates made ~~by~~by management, as well as evaluate the overall presentation of the financial ~~statements~~statements.
- Conclude whether, in our judgment, ~~there~~there are ~~conditions~~conditions or events, considered ~~in~~in the aggregate, that raise ~~substantial doubt about the Company's ability to continue as a going concern~~substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to ~~communicate~~communicate with those ~~charged with~~charged with governance ~~regarding~~regarding, among ~~other matters~~other matters, the planned scope and timing of the audit, ~~significant~~significant audit findings, and certain internal control related matters that we identified during the audit.

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April 23, ~~2024~~ 2124

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TIRE PROS FRANCCORP, LLC

BALANCE SHEETS

| As of | December 30, 2023 | December 31 2022 |
|--|----------------------|---------------------|
| Assets | | |
| Current assets: | | |
| Cash and cash equivalents | \$ 767,250 | \$ 623,249 |
| Other receivables | 2,556,495 | 2,697,077 |
| Prepaid dealer trips and events | 20,000 | 696,467 |
| Deposits and other current assets | 187 | 188 |
| Note receivable from Parent | 2,000,000 | 2,000,000 |
| Total current assets | 5,343,932 | 6,016,981 |
| Intangible asset, net | 2,500,000 | 3,000,000 |
| Total assets | \$ 7,843,932 | \$ 9,016,981 |
| Liabilities and Member's Equity | | |
| Current liabilities: | | |
| Customer rebates | \$ 5,625,921 | \$ 1,648,173 |
| Accrued expenses and other current liabilities | 780,804 | 80,192 |
| Total current liabilities | 6,406,731 | 1,728,365 |
| Commitments and contingencies (see Notes) | | |
| Member's equity | 1,437,201 | 7,288,616 |
| Total liabilities and member's equity | \$ 7,843,932 | \$ 9,016,981 |

See accompanying notes to financial statements.

TIRE PROS FRANCORP, LLC

STATEMENTS OF OPERATIONS

| For the fiscal years ended | December 30. 2023 | December 31. 2022 |
|---|------------------------|-----------------------|
| Revenues: | | |
| Initial franchise fees | \$ 207,900 | \$ 209,102 |
| Ongoing franchise fees | 4,720,200 | 4,685,875 |
| Advertising revenues | 10,302,221 | 12,429,280 |
| Miscellaneous revenues | 609,397 | 619,720 |
| Total revenues | 15,839,808 | 17,943,977 |
| Costs and expenses: | | |
| Advertising expense, net | 9,301,361 | 10,893,169 |
| Purchase rebates | 9,039,236 | 5,195,452 |
| Salaries and employee benefits | 4,645,649 | 4,857,403 |
| Amortization | 500,000 | 500,000 |
| General and administrative | 6,164,798 | 3,743,349 |
| Total costs and expenses | 29,651,044 | 25,189,373 |
| Loss from operations | (13,811,236) | (7,245,396) |
| Other income: | | |
| Interest income | 222,444 | 222,444 |
| Total other income | 222,444 | 222,444 |
| Loss before provision for income taxes | (13,588,792) | (7,022,952) |
| Provision for income taxes | | |
| Net loss | \$ (13,588,792) | \$ (7,022,952) |

See [SCO](#) accompanying notes to financial statements.

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TIRE PROS FRANCORP, LLC

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TIRE PROS FRANCORP, LLC
 (A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
 STATEMENTS OF MEMBER'S EQUITY

| | Member Units 100 Units Authorized, 100 Units Issued | | Addition al Paid-i | Accumulate | Total |
|-------------------------------------|--|--------|--------------------------|-----------------|--------------|
| | Units | Amount | | | |
| Balance at January 1, 2022 | 10 | \$ | \$ | \$ (23,460,751) | \$ 1,886,611 |
| Net loss | | | | (7,022,952) | (7,022,952) |
| Contributions from Parent | | | 12,424,957 | | 12,424,957 |
| Balance at December 31, 2022 | 10 | | \$ | \$ (30,483,703) | \$ 7,288,616 |
| Net loss | | | | (13,588,792) | (13,588,792) |
| Contributions from Parent | | | 7,737,377 | | 7,737,377 |
| Balance at December 30, 2023 | 10 | \$ | \$ | \$ (44,072,495) | \$ 1,437,201 |

See accompanying ~~notes~~ [notes](#) to financial statements.

~~TIRE PROS FRANCORP, LLC~~

~~Page 5~~

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

STATEMENTS OF CASH FLOWS

| For the fiscal years ended | December 30, 2023 | December 31, 2022 |
|---|----------------------|----------------------|
| Cash flows from operating activities: | | |
| Net loss | \$ (13,588,792 | \$ (7,022,952 |
| Adjustments to reconcile net loss to net cash provided by operating activities: | | |
| Amortization | 500,000 | 500,000 |
| Expenses paid on behalf of the Company by Parent | 7,737,377 | 12,424,957 |
| Change in operating assets and liabilities: | | |
| Other receivables | 140,582 | (1,394,131) |
| Prepaid dealer trips and events | 676,467 | (696,467) |
| Deposits and other current assets | 1 | 34,226 |
| Customer rebates | 3,977,754 | (2,340,157) |
| Accrued expenses and other current liabilities | 700,612 | (1,410,696) |
| Net cash provided by operating activities | 144,001 | 94,780 |
| Net change in cash and cash equivalents | 144,001 | 94,780 |
| Cash and cash equivalents, beginning of fiscal year | 623,249 | 528,469 |
| Cash and cash equivalents, end of fiscal year | 767,250 | \$ 623,249 |
| Supplemental disclosure of non-cash financing activities: | | |
| Non-cash contribution from Parent | \$ 7,737,377 | \$ 12,424,957 |

See accompanying notes to financial statements.

~~TIRE PROS FRANCORP, LLC~~

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TIRE PROS FRANCORP, LLC

NOTES TO FINANCIAL STATEMENTS DECEMBER 30, 2023 AND DECEMBER 31, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations Tire Pros Francorp, LLC (the "~~Company~~ Company") was formed as a limited liability company ("LLC") in the state of California on December 18, 2018. Formerly known as Tire Pros Francorp, a California corporation, the Company is engaged in the business of selling and administering franchises for retail centers operated under the tradename Tire Pros. Tire Pros' retailers sell, install and repair tires and related automotive products and services in the continental United States. The Company is 100% owned by American Tire Distributors, Inc. (the "Parent").

Fiscal Year The Company's fiscal year end is based on either a 52-week or 53-week period ending on the Saturday closest to December 31. The 2023 fiscal year began on January 1, 2023 and ended on December 30, 2023. The 2022 fiscal year began on January 2, 2022 and ended on December 31, 2022. Both the 2023 fiscal year, which ended December 30, 2023, and the 2022 fiscal year, which ended December 31, 2022, contain operating results for 52 weeks.

Method of Accounting The Company maintains its accounting records under the accrual method of accounting in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Cash and Cash Equivalents The Company considers cash on hand, deposits in banks, and investments with original maturities of three months or less to be cash and cash equivalents.

Use of Estimates The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as reported amounts of revenue and expenses during the reporting period. Such estimates include the fair value of the recorded intangible asset and accrued customer rebates. Actual results could differ from those estimates.

Revenue Recognition Revenue is recognized in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 806, *Revenue from Contracts with Customers* ("ASC 606"). The underlying principle of this guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration that the entity expects that it will be entitled to receive in exchange for those goods or services. Under ASC 606, revenue is recognized when controls of the promised goods or services transfers to the customer as determined by applying a five-step process consisting of:

- Step 1: Identification of customer contracts
- Step 2: Identification of the performance obligations in the contracts
- Step 3: Determination of the transaction price
- Step 4: Allocation of the transaction price to each of the performance obligations in the contracts
- Step 5: Recognition of revenue when, or as, each of the identified performance obligations is satisfied

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TIRE PROS FRANCORP, LLC

~~(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)~~

NOTES TO FINANCIAL STATEMENTS

DECEMBER 30, 2023 AND DECEMBER 31, 2022

The Company generates revenues through ~~selling~~sailing and administering franchises for retail centers operated under the tradename Tire Pros. The following are the Company's primary sources of revenues:

- *Initial Franchise Fee Revenue* Upon entering into a franchise agreement, the Company charges an upfront initial franchise fee for, among other things, providing program overview training courses and new dealer orientation. The initial franchise fee is fully collectible and nonrefundable and ranges from \$1,500 to \$7,000 for a 5-year term. The Company collects initial franchise fees when franchise agreements are signed. The revenue from initial franchise fees is recognized when the Company's initial services and obligations to the franchisee, per the franchise agreement, have been substantially completed. Management has reviewed revenue recognition of initial franchise fees in accordance with ASC 606 and determined that the amount of revenue recognized under the current method remains substantially unchanged from recognizing the initial franchise fee on a straight-line basis over the franchise agreement term in accordance with ASC 606.
- *Ongoing Franchise Fee Revenue* The Company charges monthly franchise fees, or royalties, which represent recurring fees paid by the franchisee in accordance with the franchise agreements. The ongoing franchise fee is set at a fixed amount and ranges from \$450 to \$695 per month. The Company's primary performance obligation under the franchise agreement is granting certain rights to use the Company's intellectual property and all other services the Company provides. The revenue from ongoing franchise fees is recognized as earned on a monthly basis as the performance obligation related to these fees is satisfied over time as the Company fulfills its obligations under the franchise agreement.
- *Franchise Advertising Fee Revenue* Franchisees pay a monthly marketing fee as reimbursement for advertising and promotional services that the Company provides. Under ASC 606, the Company is determined to act as the principal in these arrangements as the Company has the ability to control a promised good or service before ~~transferring~~transfening that good or service to the customer. Therefore, under the ASC ~~606~~605, the Company recognizes advertising fees collected from franchisees in revenues and records all expenses within advertising expenses on a gross basis in the accompanying statements of operations.
- *National Advertising Fund* The Company has established a marketing fund (the "National Advertising Fund") for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials for the Tire Pros franchise. Advertising may be disseminated in various types of media such as print, radio, television, the internet and billboards. Franchisees pay a monthly fee as a contribution to the National Advertising Fund, in accordance with the provisions of the franchise agreements. The use of amounts received by the National Advertising Fund is restricted to promotional, marketing, advertising, and public relations purposes and for the Tire Pros brand promotion. The Company has complete discretion over the usage of the funds and is responsible for administering and controlling the National Advertising Fund. The National Advertising Fund is accounted for separately from the Company's other funds and is not used to pay any of the Company's general operating expenses, except for reasonable salaries, administrative costs, travel expenses and overhead that is spent on activities administering the National Advertising Fund and its programs. Under ASC 606, the Company recognizes the monthly contributions collected from franchisees in advertising revenues and records all expenses associated with the National

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TIRE PROS FRANCORP, LLC

TIRE PROS FRANCORP, LLC

~~(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)~~

NOTES TO FINANCIAL STATEMENTS

DECEMBER 30, 2023 AND DECEMBER 31, 2022

Advertising Fund within advertising expenses on a gross basis in the accompanying statements of operations.

Cooperative Advertising Programs and Advertising Costs The Company participates in cooperative advertising and marketing programs ("co-op") with its vendors. Co-op funds are provided to the Company generally based on certain metrics stipulated by the vendors that offer such programs. A portion of the funds received must be used for specific advertising and marketing expenditures incurred by the Company or its customers. The co-op funds received by the Company from its vendors are accounted for in accordance with the accounting standards related to accounting for cash consideration received from a vendor, which requires that the Company record the funds received as an offset to specific costs incurred in promoting the vendor's products. The co-op funds that are provided to the Company's customers are accounted for in accordance with authoritative guidance related to accounting for cash consideration given by a vendor to a customer, which requires that the Company record the funds paid as a reduction of revenue since no separate identifiable benefit is received by the Company.

The Company charges advertising production costs to expense the first time an advertisement is run. Media (television and print) placement costs are expensed in the month the advertising appears. Advertising expense, net of co-op funds received from vendors amounted to \$9,301,361 and \$10,893,169 for the fiscal years ended December 30, 2023 and December 31, 2022, respectively.

Prepaid Dealer Trips and Events The Company hosts an annual national business conference for dealers and sponsors various events throughout the year. For the fiscal years ended December 30, 2023 and December 31, 2022, the Company prepaid amounts of \$20,000 and \$696,467, respectively, for the dealer trip and sponsored events that occurred subsequent to each fiscal year end.

Customer Rebates The Company offers rebates to its customers when certain metrics are achieved, generally related to the volume of sales. The Company estimates rebate amounts based on the rebate rates they expect customers will achieve for the full year. These estimates are periodically revised to reflect rebates actually earned by customers. As of December 30, 2023 and December 31, 2022, rebates owed to customers totaled \$5,825,927 and \$1,648,173, respectively.

Recoverability of Long-Lived Assets In accordance with FASB ASC 360-10, *Impairment or Disposal of Long Lived Assets*, long-lived assets with estimable useful lives, such as purchased intangibles subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the future net undiscounted cash flows expected to be generated by the asset. If the carrying amount of the asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. No impairment losses were recognized for the fiscal years ended December 30, 2023 and December 31, 2022.

Fair Value Measurements FASB ASC 820, *Fair Value Measurements and Disclosures* ("ASC 820") defines fair value, establishes a framework for measuring fair value under accounting principles generally accepted in the United States of America and enhances disclosures about fair value

TIRE PROS FRANCORP, LLC

(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

NOTES TO FINANCIAL STATEMENTS

DECEMBER 30, 2023 AND DECEMBER 31, 2022

measurements. Fair value is defined under ASC 820 as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date.

Valuation techniques used to measure fair value under ASC 820 must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The three levels of the fair value hierarchy under ASC 820 are as follows:

- | | |
|---------|---|
| Level 1 | Pricing inputs are quoted prices available in active markets for identical assets or liabilities as of the reporting date. |
| Level 2 | Pricing inputs are quoted prices for similar investments, or inputs that are observable, either directly or indirectly, for substantially the full term through corroboration with observable market data. Level 2 includes assets and liabilities valued at quoted prices adjusted for legal or contractual restrictions specific to these assets and liabilities. |
| Level 3 | Pricing inputs are unobservable, supported by little or no market activity, and reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability. |

Income Taxes The Company is treated as a disregarded entity for federal income tax purposes.

The Company accounts for income taxes in accordance with FASB ASC 740, *Income Taxes* ("ASC 740"). ASC 740 clarifies the accounting for uncertainty in income taxes recognized in a company's financial statements and prescribes a recognition threshold of more likely than not and a measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. In making this assessment, the Company must determine whether it is more likely than not that a tax position will be sustained upon examination, based solely on the technical merits of the position and must assume that the tax position will be examined by taxing authorities. Management believes there were no uncertain tax positions at December 30, 2023 and December 31, 2022 that would more likely than not be subject to tax by the taxing authorities. For jurisdictions in which tax filings are prepared, with few exceptions, the Company and the Parent are no longer subject to income tax examination by state tax authorities for tax years through 2019, and no examinations are currently pending.

Concentration of Credit Risk The Company places its temporary cash with high credit quality financial institutions and, by policy, limits the amount of investment exposure to any one financial institution. The Company collects franchise fees from various independently owned Tire Pros franchises throughout the United States, reducing the concentration of credit risk.

The Company maintains cash and cash equivalent balances that at times exceed amounts insured by the Federal Deposit Insurance Corporation. The Company has not experienced any losses on these accounts and believes it is not exposed to any significant credit risk in this area.

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TIRE PROS FRANCCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 30, 2023 AND DECEMBER 31, 2022

The Company had one advertising vendor that accounted for more than 10% of total advertising purchases for the fiscal years ended December 30, 2023 and December 31, 2022. The Company does not believe that the concentration subjects the Company to additional risk as there are multiple other vendors that provide the same services.

Accounting Standards Adopted in Fiscal 2023 During fiscal 2023, there have been no new, or existing, recently issued accounting pronouncements that are of significance, or potential significance, that have a material impact on the Company's financial statements.

2. LIQUIDITY, RISKS AND UNCERTAINTIES

The Company depends on the Parent for financial support to finance its operations and for reimbursement of various costs and expenses. The Parent provides this support in the form of capital contributions to the Company. The existence of the relationship between the Company and the Parent results in the operating results and the financial position of the Company being significantly different than would have been if the Company operated independently of the Parent.

3. INTANGIBLE ASSET

In connection with the Company's adoption of fresh start accounting in 2018, an identifiable intangible asset was identified and recorded in accordance with FASB ASC 805, *Business Combinations*. The fair value of the intangible asset was determined on a non-recurring basis by an independent valuation specialist, in accordance with ASC 820. The fair value of the intangible asset was determined using Level 3 inputs under the relief from royalty method, a derivation of the income approach.

The Company amortizes the intangible asset over 10 years. Amortization is provided on the straight-line method over the estimated useful life. Intangible asset consisted of the following:

| | | December 30, | December 31, |
|--------------------------------|----|--------------|--------------|
| As of fiscal year ended | | | |
| Tradename | \$ | 5,000,000 | \$ 5,000,00 |
| Less: accumulated amortization | | (2,500,000) | (2,000,000) |
| Total | \$ | 2,500,000 | \$ 3,000,00 |

Amortization of the intangible asset during the fiscal years ended December 30, 2023 and December 31, 2022 amounted to \$500,000. Estimated future amortization expense on the existing intangible asset is \$500,000 annually through 2028.

4. RELATED PARTY TRANSACTIONS

Note Receivable from Parent On January 21, 2020, the Company entered into a loan agreement with the Parent for a note receivable in the amount of \$2,000,000. The note receivable incurs interest at 11% per annum, requires interest only payments on a quarterly basis and is due on demand. The total outstanding balance on the note receivable amounted to \$2,000,000 as of

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TIRE PROS FRANCORP, LLC

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TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 30, 2023 AND DECEMBER 31, 2022

December 30, 2023 and December 31, 2022. Accrued interest receivable amounted to \$722,944 and \$500,500 as of December 30, 2023 and December 31, 2022, respectively, and is included in current assets on the accompanying balance sheets.

Costs and Expenses with Parent All costs and expenses are paid on behalf of the Company by the Parent. The Company also receives a share of the cooperative advertising revenue in addition to a share of other allocated expenses from its Parent. All expenses and allocations are recorded as a payable or receivable due to or from the Parent throughout the fiscal year. At December 30, 2023 and December 31, 2022, the Parent converted the net payables owed by the Company to equity and the Company recognized an increase in additional paid-in capital from the conversion of the payables to equity of \$7,737,377 and \$12,424,957, respectively, in the accompanying statements of ~~members~~member's equity. As of December 30, 2023 and December 31, 2022, there was no balance due to the Parent.

5. FRANCHISING

Franchisees bear all direct costs involved in the development, construction, and operation of their stores. The Company provides franchisees support for training, marketing and sales techniques, and store openings. During the fiscal years ended December 30, 2023 and December 31, 2022, the Company sold 48 and 51 new franchises, respectively. As of December 30, 2023 and December 31, 2022, there were 644 and 623 franchised stores operating, respectively.

6. CONTINGENCIES

The Company is subject to certain claims and legal matters that arise in the normal course of business. Management does not expect any such claims and legal actions to have a material adverse effect on the Company's financial position, results of operations or liquidity.

7. SUBSEQUENT EVENTS

Management has evaluated subsequent events that have occurred through the date of the independent auditor's report, which is the date that the financial statements were available to be issued, and determined that there were no subsequent events that required recognition or disclosure in the financial statements as of December 30, 2023.

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT
DECEMBER 31, 2022 AND JANUARY 1, 2022

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CPA, CHARTERED CHIN J. VAN

TIRE PROS FRANCORP, LLC

(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

TABLE OF CONTENTS**DECEMBER 31, 2022 AND JANUARY 1, 2022**

| | <u>Page No.</u> |
|--|------------------------|
| Independent Auditors Report | 1 - 2 |
| Financial Statements. | |
| Balance Sheets as of December 31, 2022 and January 1, 2022 | 3 |
| Statements of Operations for the fiscal years ended December 31, 2022 and January 1, 2022 | 4 |
| Statements of Members Equity for the fiscal years ended December 31, 2022 and January 1, 2022 | 5 |
| Statements of Cash Flows for the fiscal years ended December 31, 2022 and January 1, 2022 | 6 |
| Notes to Financial Statements | 7 — 12 |



INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Tire Pros Francorp, LLC:

Opinion

We have audited the accompanying financial statements of Tire Pros Francorp, LLC (a wholly owned subsidiary of American Tire Distributors, Inc.) (the '~~Company~~' Company), which comprise the balance sheets as of December 31, 2022 and January 1, 2022 and the related statements of operations, member's equity and cash flows for the fiscal years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and January 1, 2022, and the results of its operations and its cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of ~~America~~ America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve

Camarillo, CA | Encino, CA | ~~Fort Worth~~ FortWorth, TX | Glendale, CA | Irvine, CA | Long Beach, CA | Los Angeles, CA
~~Monrovia~~ Monrovia, CA | Park City, UT | Pasadena, CA | Phoenix, AZ | Walnut Creek, CA | ~~Westlake Village~~ WestlakeVillage, CA

~~AHCVT~~AHCVT

collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management₂, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events₂ considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding₂ among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

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Westlake Village, California
April 19, 2023

Camarillo. CA | Encino. CA | Fort ~~Worth, TX~~Worth:TX | Glendale₂ CA | Irvine₂ CA | Long Beach. CA | Los Angeles. CA
Monrovia~~-~~ CA | ~~Park~~Palk City, UT | Pasadena₂ CA | Phoenix, AZ | Walnut Creek~~-~~ CA | Westlake Village₂ CA

TIRE PROS FRANCCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

BALANCE SHEETS

| As of | December 31, 2022 | January 1, 2022 |
|--|-----------------------------------|---------------------------------|
| Assets | | |
| Current assets: | | |
| Cash and cash equivalents | \$ 623,249 | \$ 528,469 |
| Other receivables | 2,697,077 | 1,302,946 |
| Prepaid dealer trips and events | 696,467 | |
| Deposits and other current assets | 188 | 34,414 |
| Note receivable from Parent | 2,000,000 | 2,000,000 |
| Total current assets | 6,016,981 | 3,865,829 |
| Intangible asset, net | 3,000,000 | 3,500,000 500,000 |
| Total assets | \$ 9,016,981 | \$ |
| Liabilities and Member's Equity | | |
| Current liabilities: | | |
| Customer rebates | \$ 1,648,17 | \$ |
| Accrued expenses and other current liabilities | 80,192 | 1,490,888 |
| Total current liabilities | 1,728,365 | 5,479,218 |
| Commitments and contingencies (see Notes) | | |
| Member's equity | 7,288,616 | 1,886,611 |
| Total liabilities and member's equity | \$ 9,016,981 9,018,981 | \$ 7,365,829 |

See accompanying notes to financial statements.

[See accompanying notes to financial statements.](#)

TIRE PROS FRANCORP, LLC

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(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

STATEMENTS OF OPERATIONS

| For the fiscal years ended | December 31, 2022 | January 1, 2022 |
|---|------------------------------|----------------------------|
| Revenues: | | |
| Initial franchise fees | \$ 209,102 | \$ 153,832 |
| Ongoing franchise fees | 4,685,875 | 4,676,420 |
| Advertising revenues | 12,429,280 | 10,048,925 |
| Miscellaneous revenues | 619,720 | 512,262 |
| Total revenues | 17,943,977 | 15,391,439 |
| Costs and expenses: | | |
| Advertising expense, net | 10,893,169 | 7,064,558 |
| Purchase rebates | 5,195,452 | 8,350,562 |
| Salaries and employee benefits | 4,857,403 | 4,627,865 |
| Amortization | 500,000 | 500,000 |
| General and administrative | 3,743,349 | 5,614,511 |
| Total costs and expenses | 25,189,373 | 26,157,496 |
| Loss from operations | (7,245,396) | (10,766,057) |
| Other income: | | |
| Interest income | 222,444 | 222,633 |
| Total other income | 222,444 | 222,633 |
| Loss before provision for Income taxes | (7,022,952) | (10,543,424) |
| Provision for income taxes | | |
| Net loss | \$ (7,022,952) | \$ |

See accompanying notes to financial statements.

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TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

STATEMENTS OF MEMBER'S EQUITY

| 100 Units Issued and Outstanding | Member Units 100 Units Authorized, | | Additional Paid-in Capital | Accumulated Deficit | Total |
|-------------------------------------|---------------------------------------|----------------|----------------------------------|------------------------|---------------|
| | Units | Amount | | | |
| Balance at January 2, 2021 | 10 0 | \$S - | \$S 19,385,73 | \$ (12,917,327) | \$ 6,468,407 |
| Net loss | | - | | (10,543,424) | (10,543,424) |
| Contributions from Parent | | | 5,961,628 | | 5,961,628 |
| Balance at January 1, 2022 | 10 0 | \$S 25,347,362 | | \$ (23,460,751) | \$ 1,886,611 |
| Net loss | | | | (7,022,952) | (7,022,952) |
| Contributions from Parent | | | 12,424,957 | | 12,424,957 |
| Balance at December 31, 2022 | 10 0 | \$S - | \$S 37,772,31 | \$ (30,483,703) | \$S 7,288,616 |

See accompanying notes to financial statements.

~~TIRE PROS FRANCORP, LLC~~
~~(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)~~

~~Page 5~~

~~TIRE PROS FRANCORP, LLC~~
~~(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)~~

STATEMENTS OF CASH FLOWS

| For the fiscal years ended | December 31, 2022 | January 1, 2022 |
|---|----------------------|-----------------------------------|
| Cash flows from operating activities: | | |
| Net loss | \$ (7,022,952) | \$ (10,543,424) |
| Adjustments to reconcile net loss to net cash provided by operating activities: | | |
| Amortization | 500,000 | 500,000 |
| Expenses paid on behalf of the Company by Parent | 12,424,957 | 5,961,628 |
| Change in operating assets and liabilities: | | |
| Other receivables | (1,394,131) | 1,299,008 |
| Prepaid dealer trips and events | (696,467) | 24,150 |
| Deposits and other current assets | 34,226 | (24,937) |
| Customer rebates | (2,340,157) | 1,463,421 |
| Accrued expenses and other current liabilities | (1,410,696) | 1,424,867 |
| Net cash provided by operating activities | 94,780 | 404,743 <u>104,713</u> |
| Net change in cash and cash equivalents | 94,780 | 104,713 |
| Cash and cash equivalents, beginning of fiscal year | 528,469 | 423,756 |
| Cash and cash equivalents, end of fiscal year | \$ 623,249 | \$ 528,469 |
| Supplemental disclosure of noncash financing activities: | | |
| Conversion of amount due to Parent to equity | \$ 12,424,957 | \$ 5,961,628 |

See accompanying notes to financial statements.

TIRE PROS FRANCCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
NOTES TO FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations Tire Pros Francorp, LLC (the "Company") was formed as a limited liability company ("LLC") in the state of California on December 18, 2018. Formerly known as Tire Pros Francorp, a California corporation, the Company is engaged in the business of selling and administering franchises for retail centers operated under the tradename Tire Pros. Tire Pros' retailers sell, install and repair tires and related automotive products and services in the continental United States. The Company is 100% owned by American Tire Distributors, Inc. (the "Parent").

Fiscal Year The Company's fiscal year end is based on either a 52- or 53-week period ending on the Saturday closest to December 31. The 2022 fiscal year began on January 2, 2022 and ended on December 31, 2022. The 2021 fiscal year began on January 3, 2021 and ended on January 1, 2022. Both the 2022 fiscal year, which ended December 31, 2022, and the 2021 fiscal year, which ended January 1, 2022, contain operating results for 52 weeks.

Method of Accounting The Company maintains its accounting records under the accrual method of accounting in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Cash and Cash Equivalents The Company considers cash on hand, deposits in banks, and investments with original maturities of three months or less to be cash and cash equivalents.

Use of Estimates The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as reported amounts of revenue and expenses during the reporting period. Such estimates include the fair value of the recorded intangible asset and accrued customer rebates. Actual results could differ from those estimates.

Revenue Recognition Revenue is recognized in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 606, *Revenue from Contracts with Customers* ("ASC 606"). The underlying principle of this guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration that the entity expects that it will be entitled to receive in exchange for those goods or services. Under ASC 606, revenue is recognized when controls of the promised goods or services transfers to the customer as determined by applying a five-step process consisting of:

- Step 1: Identification of customer contracts
- Step 2: Identification of the performance obligations in the contracts
- Step 3: Determination of the transaction price
- Step 4: Allocation of the transaction price to each of the performance obligations in the contracts
- Step 5: Recognition of revenue when, or as, each of the identified performance obligations is satisfied

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
NOTES TO FINANCIAL STATEMENTS

TIRE PROS FRANCCORP, LLC

(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

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NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND JANUARY 1, 2022

G-28

Tire Pros (2024)-EX G

The Company generates revenues through selling and administering franchises for retail centers operated under the tradename Tire Pros. The following are the Company's primary sources of revenues:

- Initial Franchise Fee Revenue Upon entering into a franchise agreement, the Company charges an upfront initial franchise fee for, among other things, providing program overview training courses and new dealer orientation. The initial franchise fee is fully collectible and nonrefundable and ranges from \$1,500 to \$7,000 for a 5-year term. The Company collects initial franchise fees when franchise agreements are signed. The revenue from initial franchise fees is recognized when the Company's initial services and obligations to the franchisee, per the franchise agreement, have been substantially completed. Management has reviewed revenue recognition of initial franchise fees in accordance with ASC 606 and determined that the amount of revenue recognized under the current method remains substantially unchanged from recognizing the initial franchise fee on a straight-line basis over the franchise agreement term in accordance with ASC 606.
- Ongoing Franchise Fee Revenue The Company charges monthly franchise fees, or royalties, which represent recurring fees paid by the franchisee in accordance with the franchise agreements. The ongoing franchise fee is set at a fixed amount and ranges from \$450 to \$695 per month. The Company's primary performance obligation under the franchise agreement is granting certain rights to use the Company's intellectual property and all other services the Company provides. The revenue from ongoing franchise fees is recognized as earned on a monthly basis as the performance obligation related to these fees is satisfied over time as the Company fulfills its obligations under the franchise agreement.
- Franchise Advertising Fee Revenue Franchisees pay a monthly marketing fee as reimbursement for advertising and promotional services that the Company provides. Under ASC 606, the Company is determined to act as the principal in these arrangements as the Company has the ability to control a promised good or service before transferring that good or service to the customer. Therefore, under the ASC 606, the Company recognizes advertising fees collected from franchisees in revenues and records all expenses within advertising expenses on a gross basis in the accompanying statements of operations.
- National Advertising Fund The Company has established a marketing fund (the "National Advertising Fund") for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials for the Tire Pros franchise. Advertising may be disseminated in various types of media such as print, radio, television, the internet and billboards. Franchisees pay a monthly fee as a contribution to the National Advertising Fund, in accordance with the provisions of the franchise agreements. The use of amounts received by the National Advertising Fund is restricted to promotional, marketing, advertising, and public relations purposes and for the Tire Pros brand promotion. The Company has complete discretion over the usage of the funds and is responsible for administering and controlling the National Advertising Fund. The National Advertising Fund is accounted for separately from the Company's other funds and is not used to pay any of the Company's general operating expenses, except for reasonable salaries, administrative costs, travel expenses and overhead that is spent on activities administering the National Advertising Fund and its programs. Under ASC 606, the Company recognizes the monthly contributions collected from franchisees in advertising revenues and records all expenses associated with the National

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TIRE PROS FRANCORP, LLC

(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

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NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND JANUARY 1, 2022

G-29

Tire Pros (2024)-EX G

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G- Tire

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
NOTES TO FINANCIAL STATEMENTS

Advertising Fund within advertising expenses on a gross basis in the accompanying statements of operations.

Cooperative Advertising Programs and Advertising Costs The Company participates in cooperative advertising and marketing programs ("co-op") with its vendors. Co-op funds are provided to the Company generally based on certain metrics stipulated by the vendors that offer such programs. A portion of the funds received must be used for specific advertising and marketing expenditures incurred by the Company or its customers. The co-op funds received by the Company from its vendors are accounted for in accordance with the accounting standards related to accounting for cash consideration received from a vendor, which requires that the Company record the funds received as an offset to specific costs incurred in promoting the vendor's products. The coop funds that are provided to the Company's customers are accounted for in accordance with authoritative guidance related to accounting for cash consideration given by a vendor to a customer, which requires that the Company record the funds paid as a reduction of revenue since no separate identifiable benefit is received by the Company.

The Company charges advertising production costs to expense the first time an advertisement is run. Media (television and print) placement costs are expensed in the month the advertising appears. Advertising expense, net of co-op funds received from vendors amounted to \$10,893,169 and \$7,064,558 for the fiscal years ended December 31, 2022 and January 1, 2022, respectively.

Prepaid Dealer Trips and Events The Company hosts an annual national business conference for dealers and sponsors various events throughout the year. For the fiscal years ended December 31, 2022 and January 1, 2022, the Company prepaid amounts of \$696,467 and \$0, respectively, for the dealer trip and sponsored events that occurred subsequent to each fiscal year end.

Customer Rebates The Company offers rebates to its customers when certain metrics are achieved, generally related to the volume of sales. The Company estimates rebate amounts based on the rebate rates they expect customers will achieve for the full year. These estimates are periodically revised to reflect rebates actually earned by customers. As of December 31, 2022 and January 1, 2022, rebates owed to customers totaled \$1,648,173 and \$3,988,330, respectively.

Recoverability of Long-Lived Assets In accordance with FASB ASC 360-10, *impairment or Disposal of Long Lived Assets*, long-lived assets with estimable useful lives, such as purchased intangibles subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the future net undiscounted cash flows expected to be generated by the asset. If the carrying amount of the asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. No impairment losses were recognized for the fiscal years ended December 31, 2022 and January 1, 2022.

Fair Value Measurements FASB ASC 820, *Fair Value Measurements and Disclosures* ("ASC 820") defines fair value, establishes a framework for measuring fair value under accounting principles generally accepted in the United States of America and enhances disclosures about fair value measurements. Fair value is defined under ASC 820 as the price that would be received to sell an

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
NOTES TO FINANCIAL STATEMENTS

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
NOTES TO FINANCIAL STATEMENTS

asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date.

Valuation techniques used to measure fair value under ASC 820 must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The three levels of the fair value hierarchy under ASC 820 are as follows:

- | | |
|---------|---|
| Level 1 | Pricing inputs are quoted prices available in active markets for identical assets or liabilities as of the reporting date. |
| Level 2 | Pricing inputs are quoted prices for similar investments, or inputs that are observable, either directly or indirectly, for substantially the full term through corroboration with observable market data. Level 2 includes assets and liabilities valued at quoted prices adjusted for legal or contractual restrictions specific to these assets and liabilities. |
| Level 3 | Pricing inputs are unobservable, supported by little or no market activity, and reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability. |

~~Income~~income Taxes The Company is treated as a disregarded entity for federal income tax purposes.

The Company accounts for income taxes in accordance with FASB ASC 740, *Income Taxes* ("ASC 740"). ASC 740 clarifies the accounting for uncertainty in income taxes recognized in a company's financial statements and prescribes a recognition threshold of more likely than not and a measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. In making this assessment, the Company must determine whether it is more likely than not that a tax position will be sustained upon examination, based solely on the technical merits of the position and must assume that the tax position will be examined by taxing authorities. Management believes there were no uncertain tax positions at December 31, 2022 and January 1, 2021 that would more likely than not be subject to tax by the taxing authorities. For jurisdictions in which tax filings are prepared, with few exceptions, the Company and the Parent are no longer subject to income tax examination by state tax authorities for tax years through 2018, and no examinations are currently pending.

Concentration of Credit Risk The Company places its temporary cash with high credit quality financial institutions and, by policy, limits the amount of investment exposure to any one financial institution. The Company collects franchise fees from various independently owned Tire Pros franchises throughout the United States, reducing the concentration of credit risk.

~~The~~the Company maintains cash and cash equivalent balances that at times exceed amounts insured by the Federal Deposit Insurance Corporation. The Company has not experienced any losses on these accounts and believes it is not exposed to any significant credit risk in this area.

The Company had one advertising vendor that accounted for more than 10% of total advertising purchases for the fiscal year ended December 31, 2022. The Company had two advertising vendors

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
NOTES TO FINANCIAL STATEMENTS

TIRE PROS FRANCCORP, LLC

(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

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NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND JANUARY 1, 2022

that accounted for more than 10% of total advertising purchases for the fiscal year ended January 1, 2022. The Company does not believe that the concentration subjects the Company to additional risk as there are multiple other vendors that provide the same services.

Accounting Standards Adopted in Fiscal 2022 During fiscal 2022, there have been no new, or existing, recently issued accounting pronouncements that are of significance, or potential significance, that have a material impact on the Company's financial statements.

2. LIQUIDITY, RISKS AND UNCERTAINTIES

The Company depends on the Parent for financial support to finance its operations and for reimbursement of various costs and expenses. The Parent provides this support in the form of capital contributions to the Company. The existence of the relationship between the Company and the Parent results in the operating results and the financial position of the Company being significantly different than would have been if the Company operated independently of the Parent.

In March 2020, the World Health Organization recognized the novel strain of coronavirus, COVID-19, as a pandemic. The situation surrounding COVID-19 remains fluid, and the ongoing impact on the Company's results of operations, financial condition and liquidity may be impacted by this economic disruption. The extent to which certain disruptions may impact the Company's business, operating results, financial condition or liquidity will depend on future developments, including the duration of the pandemic, travel restrictions, government mandated restrictions and regulations, business and workforce disruptions, and the effectiveness of actions taken to contain and treat the virus. At this time, the Company cannot reasonably estimate with any degree of certainty the future impact COVID-19 may have on the Company's results of operations, financial position and liquidity, however management believes the Parent has the financial ability and commitment to support the operations of the Company.

3. INTANGIBLE ASSET

In connection with the Company's adoption of fresh start accounting in 2018, an identifiable intangible asset was identified and recorded in accordance with FASB ASC 805, *Business Combinations*. The fair value of the intangible asset was determined on a non-recurring basis by an independent valuation specialist, in accordance with ASC 820. The fair value of the intangible asset was determined using Level 3 inputs under the relief from royalty method, a derivation of the income approach.

The Company amortizes the intangible asset over **10** years. Amortization is provided on the straight-line method over the estimated useful life. Intangible asset consisted of the following:

| As of fiscal year ended | December 31, | | January 1, |
|--------------------------------|-----------------------|----|-----------------------|
| Tradename | \$ 5,000,000 | \$ | \$ 5,000,000 |
| Less: accumulated amortization | (2,000,000) 2,000,000 | | (1,500,000) 1,500,000 |
| Total | \$ 3,000,000 | \$ | \$ 3,500,000 |

TIRE PROS FRANCCORP, LLC

(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND JANUARY 1, 2022

Amortization of the intangible asset during the fiscal years ended December 31, 2022 and January 1, 2022 amounted to \$500,000. Estimated future amortization expense on the existing intangible asset is ~~\$600,000~~ \$500,000 annually through 2028.

4. RELATED PARTY TRANSACTIONS

Note Receivable from Parent On January 21, 2020, the Company entered into a loan agreement with the Parent for a note receivable in the amount of \$2,000,000. The note receivable incurs interest at 11% per annum, requires interest only payments on a quarterly basis and is due on demand. The total outstanding balance on the note receivable amounted to \$2,000,000 as of December 31, 2022 and January 1, 2022. Accrued interest receivable amounted to \$500,500 and \$278,056 as of December 31, 2022 and January 1, 2022, respectively, and is included in current assets on the accompanying balance sheets.

Costs and Expenses with Parent All costs and expenses are paid on behalf of the Company by the Parent. The Company also receives a share of the cooperative advertising revenue in addition to a share of other allocated expenses from its Parent. All expenses and allocations are recorded as a payable or receivable due to or from the Parent throughout the fiscal year. At December 31, 2022 and January 1, 2022, the Parent converted the net payables owed by the Company to equity and the Company recognized an increase in additional paid-in capital from the conversion of the payables to equity of \$12,424,957 and \$5,961,628, respectively, in the accompanying statements of member's equity. As of December 31, 2022 and January 1, 2022, there was no balance due to the Parent.

6. FRANCHISING

Franchisees bear all direct costs involved in the development, construction, and operation of their stores. The Company provides franchisees support for training, marketing and sales techniques, and store openings. During the fiscal years ended December 31, 2022 and January 1, 2022, the Company sold 51 and 63 new franchises, respectively. As of December 31, 2022 and January 1, 2022, there were 623 and 615 franchised stores operating, respectively.

6. CONTINGENCIES

The Company is subject to certain claims and legal matters that arise in the normal course of business. Management does not expect any such claims and legal actions to have a material adverse effect on the Company's financial position, results of operations or liquidity.

7. SUBSEQUENT EVENTS

Management has evaluated subsequent events that have occurred through the date of the independent auditor's report, which is the date that the financial statements were available to be issued, and determined that there were no subsequent events that required recognition or disclosure in the financial statements as of December 31, 2022.

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN ~~HIRE-DIS-TRIBUTOR~~TIRE
DISTRIBUTORS, INC.)
FINANCIAL STATEMENTS
AND
INDEPENDENT ~~AUDITOR~~AUDITOR'S REPORT
JANUARY 1, 2022 AND JANUARY 2, 2021

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TIRE PROS FRANCORP, LLC

(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC-)

TABLE OF CONTENTS**JANUARY 1, 2022 AND JANUARY 2, 2021**

| | Page No. |
|--|----------|
| Independent Auditor's Report | 1 - 2 |
| Financial Statements: | |
| Balance Sheets as of January 1, 2022 and January 2, 2021 | 3 |
| Statements of Operations for the fiscal years ended January 1, 2022 and January 7, 2021 | 4 |
| Statements of Member's Equity for the fiscal years ended January 1, 2022 and January 2, 2021 | 5 |
| Statements of Cash Flows for the fiscal years ended January 1, 2022 and January 2, 2021 | 6 |
| Notes to Financial Statements | 7-13 |



INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Tire Pros Francorp, ~~LLC~~ LLC:

Opinion

We have audited the accompanying financial statements of Tire Pros Francorp, ~~LLC~~ LLC (a wholly owned subsidiary of American Tire Distributors, Inc.) (the "Company"), which comprise the balance sheets as of January 1, 2022 and January 2, 2021 and the related statements of operations, member's equity and cash flows for the fiscal years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of January 1, 2022 and January 2, 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there ~~are~~ are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going ~~concern~~ concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

Camarillo, CA+ Encino, CA | Fort Worth, ~~TX~~ TX | Glendale, CA | Irvine, CA | Long Beach, CA | Los Angeles, CA
Monrovia, CA | Park City, UT | Pasadena, CA | Phoenix, AZ | ~~Walnut~~ Walnut Creek, CA | Westlake Village, CA



~~1.00.10114f~~ CARLIN I VAN TRIGHT LLP

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

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(Add)
Holtzman Carlin & Van Tright LLP

Westlake Village, California
April 22, 2022

TIRE PROS FRANCCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

BALANCE SHEETS

| As of | January 1. 2022 | January 2. 2021 |
|--|---------------------|--------------------|
| Assets | | |
| Current assets: | | |
| Cash and cash equivalents | \$ 528,469 | \$ 423,756 |
| Other receivables | 1,302,946 | 2,601,954 |
| Prepaid dealer trips and events | | 24,150 |
| Deposits and other current assets | 34,414 | 9,477 |
| Note receivable from Parent | 2,000,000 | 2,000,000 |
| Total current assets | 3,865,829 | 5,059,337 |
| Intangible asset, net | 3,500,000 | 4,000,000 |
| Total assets | \$ 7,365,829 | \$ |
| Liabilities and Member's Equity | | |
| Current liabilities: | | |
| Customer rebates | \$ 3,988,330 | \$ |
| Accrued expenses and other current liabilities | 1,490,888 | 66,021 |
| Total current liabilities | 5,479,218 | 2,590,930 |
| Commitments and contingencies (see Notes) | | |
| Member's equity | 1,886,611 | 6,468,407 |
| Total liabilities and member's equity | \$ 7,365,829 | \$ |

See accompanying notes to financial statements.

~~TIRE PROS FRANCORP, LLC~~
~~(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)~~

~~Page 3~~

TIRE PROS FRANCORP, LLC

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 A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

STATEMENTS OF OPERATIONS

| For the fiscal years ended | January 1. 2022 | January 2. 2021 |
|---|------------------------|--------------------|
| Revenues: | | |
| Initial franchise fees | \$ 153,832 | \$ 159,870 |
| Ongoing franchise fees | 4,676,420 | 4,601,960 |
| Advertising revenues | 10,048,925 | 11,288,713 |
| Miscellaneous revenues | 512,262 | 354,423 |
| Total revenues | 15,391,439 | 16,404,966 |
| Costs and expenses: | | |
| Advertising expense, net | 7,064,558 | 8,091,848 |
| Purchase rebates | 8,350,562 | 4,538,274 |
| Salaries and employee benefits | 4,627,865 | 4,003,058 |
| Amortization | 500,000 | 500,000 |
| General and administrative | 5,614,511 | 4,597,478 |
| Total costs and expenses | 26,157,496 | 21,730,658 |
| Loss from operations | (10,766,057) | (5,325,692) |
| Other Income: | | |
| Interest income Income | 222,633 | 212,056 |
| Total other income | 222,633 | 212,056 |
| Loss before provision for income taxes | (10,543,424) | (5,113,636) |
| Provision for Income taxes | | |
| Net loss | \$ (10,543,424) | \$ |

See accompanying notes to financial statements.

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~~TIRE PROS FRANCORP, LLC~~
~~(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)~~

Page 4

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

STATEMENTS OF MEMBER'S EQUITY

| | Member Units | 100 Units Authorized, 100 Units Issued | Member Units | Additional Paid-in Capital | Accumulated Deficit | Total |
|-------------------------------------|-------------------------|---|-------------------------|---|------------------------------------|---------------------|
| | Units | Amount | Capital | | | |
| Balance at December 28, 2019 | 10 | \$ | | | \$ (7,803,69 | \$ -5,071,110 |
| Net loss | 0 | - | | <u>12,874,801</u> | <u>(5,113,636)</u> | <u>(5,113,636)</u> |
| Contributions from Parent | - | 6,510,933 | | | | 6,510,933 |
| Net loss | | | | | <u>(5,113,636)</u> | <u>(5,113,636)</u> |
| Contributions from Parent | | | | <u>6,510,933</u> | | <u>6,510,933</u> |
| Balance at January 2, 2021 | 10 | 19,385,734 | | | (12,917,327) | 6,468,407 |
| Net loss | 0 | - | | <u>19,385,734</u> | <u>(10,543,424)</u> | <u>(10,543,424)</u> |
| Contributions from Parent | - | - | | | | 5,961,628 |
| Net loss | | | | | <u>(10,543,424)</u> | <u>(10,543,424)</u> |
| Contributions from Parent | | | | <u>5,961,828</u> | - | <u>5,961,628</u> |
| Balance at January 1, 2022 | 10 | \$ | | <u>25,347,362</u> | <u>(23,460,751)</u> | <u>\$ 1,886,611</u> |

See accompanying notes to financial statements.

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

[Page 5](#)

[G-40](#)

[Tire Pros \(2024\)-EX G](#)

~~TIRE PROS FRANCORP, LLC~~
~~(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)~~

~~Page 5~~

TIRE PROS FRANCCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

STATEMENTS OF CASH FLOWS

| For the fiscal years ended | January 1. 2022 | January 2. 2021 |
|---|--------------------|--------------------|
| Cash flows from operating activities: | | |
| Net loss | \$ (10,543,424) | \$ |
| Adjustments to reconcile net loss to net cash provided by operating activities: | | |
| Amortization | 500,000 | 500,000 |
| Expenses paid on behalf of the Company by Parent | 5,961,628 | 6,510,933 |
| Change in operating assets and liabilities: | | |
| Other receivables | 1,299,008 | (2,405,694) |
| Prepaid dealer trips and events | 24,150 | 593,803 |
| Deposits and other current assets | (24,937) | 3,465 |
| Customer rebates | 1,463,421 | 107,912 |
| Accrued expenses and other current liabilities | 1,424,867 | 66,021 |
| Net cash provided by operating activities | 104,713 | 262,804 |
| Cash flows from Investing activities: | | |
| Issuance of note receivable from Parent | | (2,000,000) |
| Cash used in investing activities | | (2,000,000) |
| Net change in cash and cash equivalents | 104,713 | (1,737,196) |
| Cash and cash equivalents, beginning of fiscal year | 423,756 | 2,160,952 |
| Cash and cash equivalents, end of fiscal year | \$ 528,469 | \$ 423,756 |
| Supplemental disclosure of noncash financing activities: | | |
| Conversion of amount due to Parent to equity | \$ 5,961,628 | \$ 6,510,933 |

See accompanying notes to financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations Tire Pros Francorp, LLC (the "Company") was formed as a limited liability company ("LLC") in the state of California on December 18, 2018. Formerly known as Tire Pros Francorp, a California corporation, the Company is engaged in the business of selling and administering franchises for retail centers operated under the tradename Tire Pros. Tire Pros' retailers sell, install and repair tires and related automotive products and services in the continental United States. The Company is 100% owned by American Tire Distributors, Inc. (the "Parent").

Fiscal Year The Company's fiscal year end is based on either a 52- or 53-week period ending on the Saturday closest to December 31. The 2021 fiscal year began on January 3, 2021 and ended on January 1, 2022. The 2020 fiscal year began on December 29, 2019 and ended on January 2, 2021. The fiscal year ended January 1, 2022 contains operating results for 52 weeks. The fiscal year ended January 2, 2021 contains operating results for 53 weeks. Therefore, the financial results of 52-week fiscal years will not be exactly comparable to the 53-week fiscal years.

Method of Accounting The Company maintains its accounting records under the accrual method of accounting in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Cash and Cash Equivalents The Company considers cash on hand, deposits in banks, and investments with original maturities of three months or less to be cash and cash equivalents.

Use of Estimates The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as reported amounts of revenue and expenses during the reporting period. Such estimates include the fair value of the recorded intangible asset and accrued customer rebates. Actual results could differ from those estimates.

Revenue Recognition Revenue is recognized in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 606, *Revenue from Contracts with Customers* ("ASC 606"). The underlying principle of this guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration that the entity expects that it will be entitled to receive in exchange for those goods or services. Under ASC 606, revenue is recognized when controls of the promised goods or services transfers to the customer as determined by applying a five-step process consisting of:

-
- Step 1: Identification of customer contracts
 - Step 2: Identification of the performance obligations in the contracts
 - Step 3: Determination of the transaction price
 - Step 4: Allocation of the transaction price to each of the performance obligations in the contracts
 - Step 5: Recognition of revenue when, or as, each of the identified performance obligations is

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
NOTES TO FINANCIAL STATEMENTS

satisfied

The Company generates revenues through selling and administering franchises for retail centers operated under the tradename Tire Pros. The following are the Company's primary sources of revenues:

- Initial Franchise Fee Revenue Upon entering into a franchise agreement, the Company charges an upfront Initial franchise fee for, among other things, providing program overview training courses and new dealer orientation. The Initial franchise fee is fully collectible and nonrefundable and ranges from ~~\$1,500~~ \$1,500 to \$7,000 for a 5-year term. The Company collects initial franchise fees when franchise agreements are signed. The revenue from initial franchise fees is recognized when the Company's Initial services and obligations to the franchisee, per the franchise agreement, have been substantially completed. Management has reviewed revenue recognition of initial franchise fees in accordance with ASC 606 and determined that the amount of revenue recognized under the current method remains substantially unchanged from recognizing the initial franchise fee on a straight-line basis over the franchise agreement term ~~in~~ In accordance with ASC 606.
- Ongoing Franchise Fee Revenue The Company charges monthly franchise fees, or royalties, which represent recurring fees paid by the franchisee in accordance with the franchise agreements. The ongoing franchise fee is set at a fixed amount and ranges from \$450 to \$695 per month. The Company's primary performance obligation under the franchise agreement is granting certain rights to use the Company's ~~intellectual~~ Intellectual property and all other services the Company provides. The revenue from ongoing franchise fees is recognized as earned on a monthly basis as the performance obligation related to these fees is satisfied over time as the Company fulfills its obligations under the franchise agreement.
- Franchise Advertising Fee Revenue Franchisees pay a monthly marketing fee as reimbursement for advertising and promotional services that the Company provides. Under ASC 606, the Company ~~is~~ is determined to act as the principal In these arrangements as the Company has the ability to control a promised good or service before transferring that good or service to the customer. Therefore, under the ASC 606, the Company recognizes advertising fees collected from franchisees in revenues and records all expenses within advertising expenses on a gross basis in the accompanying statements of operations.
- National Advertising Fund The Company has established a marketing fund (the "National Advertising Fund") for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials for the Tire Pros franchise. Advertising may be disseminated in various types of media such as print, radio, television, the Internet and billboards. Franchisees pay a monthly fee as a contribution to the National Advertising Fund, in accordance with the provisions of the franchise agreements. The use of amounts received by the National Advertising Fund is restricted to promotional, marketing, advertising, and public relations purposes and for the Tire Pros brand promotion. The Company has complete discretion over the usage of the funds and is responsible for administering and controlling the National

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~~(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)~~
~~NOTES TO FINANCIAL STATEMENTS~~

Advertising Fund. The National Advertising Fund is accounted for separately from the Company's other funds and is not used to pay any of the Company's general operating expenses, except for reasonable salaries, administrative costs, travel expenses and overhead that is spent on activities administering the National Advertising Fund and its programs. Under ASC 606, the Company recognizes the monthly contributions collected from franchisees in advertising revenues and records all expenses associated with the National

Page 8

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
NOTES TO FINANCIAL STATEMENTS

G-43

Tire Pros (2024) EX G

Advertising Fund within advertising expenses on a gross basis in the accompanying statements of operations.

Cooperative Advertising Programs and Advertising Costs The Company participates in cooperative advertising and marketing programs ("co-op") with its vendors. Co-op funds are provided to the Company generally based on certain metrics stipulated by the vendors that offer such programs. A portion of the funds received must be used for specific advertising and marketing expenditures incurred by the Company or its customers. The co-op funds received by the Company from its vendors are accounted for in accordance with the accounting standards related to accounting for cash consideration received from a vendor, which requires that the Company record the funds received as an offset to specific costs ~~incurred~~Incurred. In promoting the vendor's ~~produce:s~~products. The coop funds that are provided to the Company's customers are accounted for in accordance with authoritative guidance related to accounting for cash consideration given by a vendor to a customer, which requires that the Company record the funds paid as a reduction of revenue since no separate ~~identifiable~~Identifiable benefit is received by the Company.

The Company charges advertising production costs to expense the first time an advertisement is run. Media (television and print) placement costs are expensed in the month the advertising appears. Advertising expense, net of co-op funds received from vendors amounted to \$7,057,493 and \$8,091,848 for the fiscal years ended January 1, 2022 and January 2, 2021, respectively.

Prepaid Dealer Trips and Events The Company hosts an annual national business conference for dealers and sponsors various events throughout the year. For the fiscal years ended January 1, 2022 and January 2, 2021, the Company prepaid amounts of \$0 and \$24,150, respectively, for the dealer trip and sponsored events that occurred subsequent to each fiscal year end.

Customer Rebates The Company offers rebates to its customers when certain metrics are achieved, generally related to the volume of sales. The Company estimates rebate amounts based on the rebate rates they expect customers will achieve for the full year. These estimates are periodically revised to reflect rebates actually earned by customers. As of January 1, 2022 and January 2, 2021, rebates owed to customers totaled \$3,988,330 and \$2,524,909, respectively.

Recoverability of Long-Lived Assets ~~in~~In accordance with FASB ASC 360-10, ~~Impairment~~impairment or *Disposal of Long Lived Assets*, long-lived assets with estimable useful lives, such as purchased intangibles subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the future net undiscounted cash flows expected to be generated by the asset. If the carrying amount of the asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. No ~~impairment~~Impairment losses were recognized for the fiscal years ended January 1, 2022 and January 2, 2021.

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
NOTES TO FINANCIAL STATEMENTS

Fair Value Measurements FASB ASC 820, *Fair Value Measurements and Disclosures* ("ASC 820") defines fair value, establishes a framework for measuring fair value under accounting principles generally accepted In the United States of America and enhances disclosures about fair value measurements. Fair value is defined under ASC 820 as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date.

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(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

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NOTES TO FINANCIAL STATEMENTS

G-44

Tire Pros (2024):EX G

Valuation techniques used to measure fair value under ASC 820 must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of Inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The three levels of the fair value hierarchy under ASC 820 are as follows:

Level 1 Pricing inputs are quoted prices available in active markets for identical assets or liabilities as of the reporting date.

~~Level 2 Pricing Inputs are quoted prices for similar investments, or Inputs that are observable, either directly or indirectly, for substantially the full term through corroboration with observable market data. Level 2 includes assets and liabilities valued at quoted prices adjusted for legal or contractual restrictions specific to these assets and liabilities.~~

Level 2 Pricing Inputs are quoted prices for similar Investments, or Inputs that are observable, either directly or indirectly, for substantially the full term through corroboration with observable market data. Level 2 includes assets and liabilities valued at quoted prices adjusted for legal or contractual restrictions specific to these assets and liabilities.

Level 3 Pricing inputs are unobservable, supported by little or no market activity, and reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability.

~~Level 3 Pricing inputs are unobservable, supported by little or no market activity, and reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability.~~

Income Taxes The Company is treated as a disregarded entity for federal income tax purposes.

The Company accounts for Income taxes in accordance with FASB ASC 740, *Income Taxes* ("ASC 740"). ASC 740 clarifies the accounting for uncertainty in income taxes recognized in a company's financial statements and prescribes a recognition threshold of more likely than not and a measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. In making this assessment, the Company must determine whether it is more likely than not that a tax position will be sustained upon examination, based solely on the technical merits of the position and must assume that the tax position will be examined by taxing authorities. Management believes there were no uncertain tax positions at January 1, 2022 and January 2, 2021 that would more likely than not be subject to tax by the taxing authorities. For jurisdictions in which tax filings are prepared, with few exceptions, the Company and the Parent are no longer subject to income tax examination by state tax authorities for tax years through 2017, and no examinations are currently pending.

Concentration of Credit Risk The Company places its temporary cash with high credit quality financial institutions and, by policy, limits the amount of investment exposure to any one financial institution. The Company collects franchise fees from various independently owned Tire Pros franchises throughout the United States, reducing the concentration of credit risk.

The Company maintains cash and cash equivalent balances that at times exceed amounts insured by the Federal Deposit Insurance Corporation. The Company has not experienced any losses on these accounts and believes it is not exposed to any significant credit risk in this area.

The Company had two advertising vendors that accounted for more than 10% of total advertising purchases for the fiscal year ended January 1, 2022. The Company had one advertising vendor that accounted for more than 10% of total advertising purchases for the fiscal year ended January 2, 2021. The Company does not believe that the concentration subjects the Company to additional risk as there are multiple other vendors that provide the same services.

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TIRE PROS FRANCORP, LLC

~~(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)~~
NOTES TO FINANCIAL STATEMENTS

Recently Issued Accounting Pronouncements In June 2016, the FASB issued Accounting Standards Update ("ASU") 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, to replace the Incurred loss Impairment methodology under current guidance with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. Entities will be required to use a forward-looking expected credit loss model for accounts receivables, loans, and other financial instruments. The standard will be effective for privately held companies for fiscal years beginning after December 15, 2022, with early adoption permitted. Adoption of the standard will be applied using a modified retrospective approach through a cumulative-effect adjustment to the opening equity as of the effective date to align the credit loss methodology with the new standard. The Company is currently in the process of evaluating the potential impact of this new guidance on its 2023 financial statements, however, it does not anticipate that the adoption of this guidance will have a significant impact on its financial position, results of operations, cash flows, and disclosures.

2. LIQUIDITY, RISKS AND UNCERTAINTIES

The Company depends on the Parent for financial support to finance its operations and for reimbursement of various costs and expenses. The Parent provides this support in the form of capital contributions to the Company. The existence of the relationship between the Company and the Parent results in the operating results and the financial position of the Company being significantly different than would have been if the Company operated independently of the Parent.

In March 2020, the World Health Organization recognized the novel strain of coronavirus, COVID-19, as a pandemic. In response to this coronavirus outbreak, federal, state and local authorities have taken preventative or protective actions, such as imposing restrictions on travel and business operations. Such limitations have had and will likely continue to have a negative effect on the global economy and financial markets, including supply chain shortages and other business disruptions. The situation surrounding COVID-19 remains fluid, and the ongoing impact on the Company's results of operations, financial condition and liquidity increases the longer the virus impacts activity levels in the United States and globally. The extent to which certain disruptions may impact the Company's business, operating results, financial condition or liquidity will depend on future developments, including spread of new variants of the virus, travel restrictions, government mandated restrictions and regulations, business and workforce disruptions and the effectiveness of actions taken to contain and treat the virus. For this reason, the Parent has implemented a plan with the goal of sustaining the Company's operations and mitigating the potential financial statement and liquidity exposures from the COVID-19 pandemic. At this time, the Company cannot reasonably estimate with any degree of certainty the future impact COVID-19 may have on the Company's results of operations, financial position and liquidity, however, as a result of the execution of the Parent's plan through the date of Issuance of these financial statements, management believes the Parent has the financial ability and commitment to support the operations of the Company.

3. INTANGIBLE ASSET

In connection with the Company's adoption of fresh start accounting in 2018, an identifiable intangible asset was identified and recorded in accordance with ASC 805. The fair value of the

TIRE PROS FRANCORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
NOTES TO FINANCIAL STATEMENTS

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TIRE PROS ~~FRANCORP~~FRANC ORP, LLC

(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)

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NOTES TO FINANCIAL STATEMENTS

intangible asset was determined on a non-recurring basis by an independent valuation specialist, in accordance with ASC 820. The fair value of the intangible asset was determined using Level 3 ~~inputs~~Inputs under the relief from royalty method, a derivation of the ~~income~~income approach.

The Company amortizes the intangible asset over 10 years. Amortization is provided on the straight-line method over the estimated useful life. Intangible asset consisted of the following:

| As of fiscal year ended | | January 1, 2022 | January 2, 2021 |
|--------------------------------|----|--------------------|--------------------|
| Tradename | \$ | 5,000,000 | \$ 5,000,000 |
| Less: accumulated amortization | | (1,500,000) | (1,000,000) |
| Total | \$ | 3,500,000 | \$ 4,000,000 |

Amortization of the intangible asset during the fiscal years ended January 1, 2022 and January 2, 2021 amounted to \$500,000. Estimated future amortization expense on the existing intangible asset is approximately \$500,000 annually through 2028.

4. RELATED PARTY TRANSACTIONS

Note Receivable from Parent On January 21, 2020, the Company entered into a loan agreement with the Parent for a note receivable ~~in~~in the amount of \$2,000,000. The note receivable Incurs interest at 11% per annum, requires interest only payments on a quarterly basis and is due on demand. The total outstanding balance on the note receivable amounted to ~~\$2,000,000~~\$2,000,000 as of January 1, 2022 and January 2, 2021. Accrued Interest receivable amounted to \$278,056 and \$55,611 as of January 1, 2022 and January 2, 2021, respectively, and Is Included In current assets on the accompanying balance sheets.

Costs and Expenses with Parent All costs and expenses are paid on behalf of the Company by the Parent. The Company also receives a share of the cooperative advertising revenue in addition to a share of other allocated expenses from its Parent. All expenses and allocations are recorded as a payable or receivable due to or from the Parent throughout the fiscal year. At January 1, 2022 and January 2, 2021, the Parent converted the net payables owed by the Company to equity and the Company recognized an increase in additional paid-in capital from the conversion of the payables to equity of \$5,961,628 and \$6,510,993, respectively, in the accompanying statements of member's equity. As of January 1, 2022 and January 2, 2021, there was no balance due to the Parent and a balance of \$2,278,056 and \$2,055,611 due from the Parent, respectively.

5. FRANCHISING

Franchisees bear all direct costs Involved in the development, construction, and operation of their stores. The Company provides franchisees support for training, marketing and sales techniques, and store openings. During the fiscal years ended January 1, 2022 and January 2, 2021, the Company sold 63 and 36 new franchises, respectively. As of January 1, 2022 and January 2, 2021, there were 615 franchised stores operating.

TIRE PROS ~~FRANCORP~~FRANC ORP, LLC
(A WHOLLY OWNED SUBSIDIARY OF AMERICAN TIRE DISTRIBUTORS, INC.)
NOTES TO FINANCIAL STATEMENTS

6. CONTINGENCIES

The Company ~~is~~is subject to certain claims and legal matters that arise ~~in~~in the normal course of business. Management does not expect any such ~~claims~~claims and legal actions to have a material adverse effect on the Company's financial position, results of operations or liquidity.

7. SUBSEQUENT EVENTS

Management has evaluated subsequent events that have occurred through the date of the Independent ~~auditor's~~auditor's report, which is the date that the ~~financial~~financial statements were available to be issued, and determined that there were no subsequent events that required recognition or disclosure in the financial statements as of January 1, 2022.

Page 13

EXHIBIT H
LIST OF FRANCHISEES
(as of December 31, 2023)

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | |
|----|-----------------------------------|---|---|-----------------------------|----------------|--|
| AL | S&S DISCOUNT TIRE, INC. | S & S Discount Tire Pros - Alexander City | Warry Sexton | 857 Cherokee Rd. | Alexander City | |
| AL | Wilks Tire, L.L.C. | Wilks Tire Pros & Auto Service Center | Quintin King | 152 North Main Street | Arab | |
| AL | Magic City Tire & Service, LLC | Magic City Tire Pros | Michael Craft, John Craft, Benny Nelson Sellman, Jr., William | 3000 Messer Airport Highway | Birmingham | |
| AL | CHELSEA TIRES & SERVICE LLC | Chelsea Tire Pros | Michael H. ("Mike") Craft, John R. Craft | 347 Chesser Dr. | Chelsea | |
| AL | MCGRUFF TIRE CO., INC. | McGriff Tire Pros | Bert McGriff | 209 2nd Ave. N.W. | Cullman | |
| AL | S&S DISCOUNT TIRE, LLC | S & S Discount Tire Pros - Dadeville | Warry Sexton | 224 East South St. | Dadeville | |
| AL | LANE'S TIRE AND OIL SERVICE, INC. | Lane's Tire Pros | Barry S. Phillips, Jr., Laura L. Phillips | 1100 US Highway 80 W | Demopolis | |
| AL | STEPHEN FLEMMING | Interstate Towing and Tire Pros | Stephen Flemming | 1071 W Front Street | Evergreen | |
| AL | STEPHENSON TIRE & ALIGNMENT, INC. | Stephenson Tire & Alignment Tire Pros | Joel R. Stephenson, III | 1954 Florence Blvd. | Florence | |
| AL | STEPHENSON TIRE & ALIGNMENT, INC. | Tires Only Tire Pros | Joel R. Stephenson, III | 3911 Cloverdale Rd. | Florence | |
| AL | Adair Tire, LLC | Adair Tire Pros | Adam Adair | 2253 Decatur Hwy | Gardendale | |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | S |
|----|----------------------------------|--|--|-------------------------|----------------|---|
| AL | OLIVER TIRE, L.L.C. | Oliver Tire Pros | Michael R. Oliver, Jonathan S. ("Scotty")Allen | 1340 Blount Ave. | Guntersville | A |
| AL | HICKS TIRE PROS, INC. | Hicks Tire Pros | Thomas Dutton; Stephanie Dutton | 1103 19th Street | Haleyville | A |
| AL | STEPHENSON TIRE & ALIGNMENT INC. | Hwy 72 Tire Pros | Joel R. Stephenson, III | 6550 Highway 72 | Killen | A |
| AL | STEPHENSON TIRE & ALIGNMENT, INC | Tire Pros of Killen | Joel R. Stephenson, III | 1075 Highway 72 | Killen | A |
| AL | LEFT LANE AUTO, LLC | Gipson's Tire Pros - Millbrook | Parham Parastaran | 3079 Highway 14 | Millbrook | A |
| AL | LEFT LANE AUTO, LLC | Gipson's Tire Pros - Atlanta Hwy. | Parham Parastaran | 4381 Atlanta Hwy | Montgome ry | A |
| AL | LEFT LANE AUTO, LLC | Gipson's Tire Pros - Chantilly Parkway | Parham Parastaran, Jeff Beasley, Kim Price, Derek Dimke | 10064 Chantilly Parkway | Montgome ry | A |
| AL | LEFT LANE AUTO, LLC | Gipson's Tire Pros - Montgomery | Parham Parastaran | 321 Madison Avenue | Montgome ry | A |
| AL | LEFT LANE AUTO, LLC | Sexton Tire Pros | Parham Parastaran, Jeff Beasley, Kim Price, Derek Dimke | 2718 Zelda Rd | Montgome ry | A |
| AL | Thompson Automotive Group, LLC | Shoals Tire & Wheel Tire Pros | Joel R. Stephenson, III, Bruce Thompson, James "Mike" Bradford | 614 Tyler Ave | Muscle Shoals | A |
| AL | LEFT LANE AUTO, LLC | Gipson's Tire Pros - Prattville | Parham Parastaran | 605 McQueen Smith Rd. | Prattville | A |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
|----|--|--|---|-------------------------|-------------|----|-------|----------------|
| AL | A & R Tires, Inc. | A & R Tire Pros | Derrick Roy, Barry Roy | 6518 West Jefferson Rd. | Quinton | AL | 35130 | (205) 674-6410 |
| AL | FREDERICKSON TIRE COMPANY INC. | Frederickson Tire Pros | Thomas Brocato, David Brocato, Anthony Brocato, | 601 S. Montgomery Ave. | Sheffield | AL | 35660 | (256) 383-7992 |
| AL | Warren Tire and Auto Center, Inc. | Warren Tire Pros - 15th St | James Bradley "Brad" Johnson, William Russell "Russ" Warren, Parker Reid Warren | 1111 15th Street | Tuscaloosa | AL | 35401 | (205) 759-5505 |
| AL | Warren Tire and Auto Center, Inc. | Warren Tire Pros - University Blvd. | James Bradley "Brad" Johnson, William Russell "Russ" Warren, Parker Reid Warren | 409 University Blvd. E. | Tuscaloosa | AL | 35401 | (205) 758-2739 |
| AL | Toulouse Tire & Auto a Limited Liability Company | Toulouse Tire Pros | Gary Singleton | 5376 US Hwy 231 | Wetumpka | AL | 36092 | (334) 567-0012 |
| AL | Toulouse Tire & Auto a Limited Liability | Wetumpka Tire Pros | Gary Singleton | 1745 US Hwy 231 | Wetumpka | AL | 36093 | (334) 514-0455 |
| AR | MCKINNEY TIRE & AUTO, INC. | McKinney Tire Pros | Andrea Standridge, James Rustin | 600 S. Harkrider St. | Conway | AR | 72032 | (501) 329-5389 |
| AR | JOE'S TIRE SERVICE, INC | Joe's Tire Pros - El Dorado | Roger Cheshier | 609 East Hillsboro St. | El Dorado | AR | 71730 | (870) 862-7914 |
| AR | Lark Automotive, Inc. | Monroe's Tire Pros | Rustin Standridge, Andrea Standridge | 120 North Broadview St. | Greenbrier | AR | 72058 | (501) 679-2066 |
| AR | WYLIE FAMILY ENTERPRISES II, LLC | All About Tire and Brake Tire Pros - Little Rock | Michael Wylie, Lizette Wylie | 14908 Cantrell Rd. | Little Rock | AR | 72223 | 501-725-5227 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
|----|--------------------------------|--|---|------------------------------|----------------|----|-------|----------------|
| AR | SHERWOOD TIRE SERVICE, INC. | Cross Tire Pros | Charles K. Edens, Kenneth Edens, Kevin | 420 South Bowman Road | Little Rock | AR | 72211 | (501) 224-2506 |
| AR | WYLIE FAMILY ENTERPRISES, LLC | All About Tire and Brake Tire Pros - | Michael Drake, Brooke Drake | 9401 Mabelvale Pike | Mabelvale | AR | 72103 | (501) 565-8473 |
| AR | SHERWOOD TIRE SERVICE, INC. | Sherwood Tire Pros | Charles K. Edens, Kevin B. Edens, Kenneth Edens | 8203 Hwy. 107 | Sherwood | AR | 72120 | (501) 834-0500 |
| AR | HK AUTO NWA, INC. | Benton Co. Tire Pros | Dean Hudgeons, Glenn Krispense | 2113 Highway 412 West | Siloam Springs | AR | 72761 | 479-524-3538 |
| AZ | MELVAN, LLC | Bullhead City Tire Pros | Stephan ("Steve") Boyajian, Hrayr "Harry" A. Boyajian | 3160 Highway 95 | Bullhead City | AZ | 86442 | 928-758-8154 |
| AZ | ACTIVE TIRE, LLC | Ed Whitehead's Tire Pros - Casa Grande | Ed Whitehead & Fleischmann Family Limited Partnership (Howard | 313 N. Maricopa St. | Casa Grande | AZ | 85122 | (520) 836-3135 |
| AZ | GIDDENS TIRE & AUTOMOTIVE, LLC | Giddens Tire Pros | Dallas C. Giddens | 1390 East Florence Boulevard | Casa Grande | AZ | 85122 | (520) 836-8000 |
| AZ | BDM CUSTOMS LLC | Tire Pros of Chandler | Michael McCombs | 825 E. Chandler Blvd. | Chandler | AZ | 85225 | 480-966-6100 |
| AZ | REESE AND SONS TIRE, INC | Reese's Tire & Automotive Tire Pros | Neil D. Dixon | 2435 E Highway 89A | Cottonwood | AZ | 86326 | (928) 634-5243 |
| AZ | TREAD MASTERS TIRE & LUBE LLC | Tread Masters Tire Pros | Troy Lee Merrill, Ryan Marble | 50 W Central Ave | Eagar | AZ | 85925 | 928-333-3730 |
| AZ | BDM CUSTOMS LLC | BDM Tire Pros - Gilbert | Michael McCombs | 797 W Guadalupe Rd., | Gilbert | AZ | 85233 | 480-966-6100 |

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| AZ | COYOTE TIRE & AUTOMOTIVE, INC | Coyote Tire Pros | Delmar G. ("Bud") Phillips, Linda J. | 13127 W. Glendale Ave. | Glendale | AZ | 85307 | (623) 536-9974 |
| AZ | HARALSON'S TIRE CO, INC. | Haralson's Tire Company Tire Pros - Lake Havasu | Jon Haralson, Andrea Haralson | 1891 Industrial Blvd. | Lake Havasu City | AZ | 86403 | (982) 855-4969 |
| AZ | DESERT TIRE CENTER, L.L.C. | Arizona Tire Pros | Scott Omta, Heather Omta | 2033 W. University Dr. #113 | Mesa | AZ | 85201 | (480) 424-7767 |
| AZ | HARALSON'S TIRE CO, INC. | Haralson's Tire Pros | Jon Haralson, Andrea Haralson | 167462 US Hwy 191 | Morenci | AZ | 85540 | 928-865-8473 |
| AZ | ALEX'S TIRES, INCORPORATED | Alex's Tire Pros | Alex Badillo, Nora Badillo | 30 East Calle Sonora | Nogales | AZ | 85621 | 520-377-9143 |
| AZ | Payson Tire & Automotive, LLC | Payson Tire Pros & Automotive | Brian Bowman | 212 West Aero Dr. | Payson | AZ | 85541 | (928) 474-8473 |
| AZ | DARGEN AUTO LLC | Knudsen's Tire Pros & Auto Service | Dryl Layne, Gene Garrett | 12804 n. 19th Ave | Phoenix | AZ | 85029 | 602-207-8578 |
| AZ | PRESCOTT TIRE PROS & AUTOMOTIVE SERVICE, LLC | Prescott Tire Pros & Automotive Service | Luis Gomez, Angela Gomez, Gary Sharp | 1635 W. Iron Springs Rd., Suite | Prescott | AZ | 86305 | (928) 776-0205 |
| AZ | HARALSON'S TIRE CO, INC. | Haralson's Tire Company Tire Pros - | Jon Haralson, Andrea Haralson | 214 E US Highway 70 | Safford | AZ | 85546 | (928) 428-3505 |
| AZ | HARALSON'S TIRE CO, INC. | Haralson's Tire Company Tire Pros - | Jon Haralson, Andrea Haralson | 955 N Main St. | Taylor | AZ | 85939 | (928) 428-3505 |
| AZ | ACTIVE TIRE, LLC | Ed Whitehead's Tire Pros - Welton | Ed Whitehead & Fleischmann Family Limited Partnership (Howard Fleischmann) | 29889 E. Los Angeles Ave. | Wellton | AZ | 85356 | (928) 785-8473 |

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| AZ | ACTIVE TIRE, LLC | Ed Whitehead's Tire Pros - 32nd St | Ed Whitehead & Fleischmann Family Limited Partnership (Howard | 3414 E. 32nd St. | Yuma | AZ | 85365 | (928) 782-4379 |
| AZ | ACTIVE TIRE, LLC | Ed Whitehead's Tire Pros - 4th Ave | Ed Whitehead & Fleischmann Family Limited Partnership (Howard | 965 S. 4th Ave. | Yuma | AZ | 85364 | (928) 782-1868 |
| CA | 1835 GSK TEAM, INC. | Big Discount Tire Pros - Alameda | Guido Bertoli, Jr., Darrin Dolle, Gary Voss, Guido Bertoli, III | 1835 Oak Street Unit A | Alameda | CA | 94501 | 707-745-0244 |
| CA | ADAMS AUTOWORX INC. | Autoworx Tire Pros | William ("Bill") Adams | 730 San Pablo Ave | Albany | CA | 94706 | 510-886-9299 |
| CA | Anthony Head | Anderson Tire Pros | Anthony Head | 2101 Barney Rd | Anderson | CA | 96007 | (530) 365-4995 |
| CA | SHAK ENTERPRISES, INC. | Burbank Tire Pros | Stephan ("Steve") Boyajian, Hrayr "Harry" A. Boyajian | 2221 W. Victory Blvd. | Burbank | CA | 91506 | 818-842-5124 |
| CA | CAMERON PARK TIRES | Cameron Park Tire Pros | Faisal "Alex" Ghafari | 3321 Durock Rd. | Cameron Park | CA | 95682 | 916-891-5911 |
| CA | Evergreen Auto Care 1, Inc. | Integrity Automotive Tire Pros- Campbell | Preet Singh | 1800 Winchester Blvd., | Campbell | CA | 95008 | (408) 583-1200 |
| CA | STORMS TIRE & AUTO INC. | Carlsbad Tire Pros | Brent Storms | 2615 State Street | Carlsbad | CA | 92008 | |
| CA | MARIANO P CANDELARIO, INC | Castro Valley Tire Pros | Mariano Candelario, Sandra Candelario | 2470 Castro Valley Blvd. | Castro Valley | CA | 94546 | (510) 581-0660 |

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| CA | CHERNISS TIRE WORLD, INC. | Cherniss Tire World Tire Pros | Randy Cherniss, Lil Cherniss, Iliana Cherniss, Danielle Cherniss, Brent | 101 Broadway | Chula Vista | CA | 91910 | (619) 427-9121 |
| CA | HERNANDEZ TIRE SALES, INC. | Hernandez Tire Pros | Agustin Hernandez, Elsa Brynd | 3236 Main St. | Chula Vista | CA | 91911 | (619) 426-8422 |
| CA | CRESCENT CIRCLE LLC | Tire Pros Clearlake | Diana Jurgensen, Venessa Silveira | 14320 Lakeshore Dr | Clearlake | CA | 95422 | (707) 994-9097 |
| CA | MAC'S TIRE SERVICE INC | Mac's Tire Pros | Rodney McKinney, Jenine McKinney | 723 Clovis Avenue | Clovis | CA | 93612 | 559-299-7231 |
| CA | Larry McCray | Jerry's Brake and Tire Pros | Larry McCray | 1011 W. 6th St. | Corona | CA | 92882 | (951) 371-5390 |
| CA | FORMAN HOLDINGS, LLC | Signature Performance Tire Pros | Daniel Stewart | 2177 Harbor Blvd | Costa Mesa | CA | 92627 | 714-850-0060 |
| CA | TED J. CHAMBERS, INC. | Davis Tire Pros | Ted J. Chambers, Georgiann | 1513 5th Street | Davis | CA | 95616 | (530) 753-7901 |
| CA | TEDDY VICTOR, INC. | Dixon Tire Pros | Ted V. Jorgensen | 205 Stratford Ave. | Dixon | CA | 95620 | 707-678-1669 |
| CA | ELITE MOBILE SERVICES, INC. | El Cajon Tire Pros | Travis Davison | 1253 North 2nd Street | El Cajon | CA | 92021 | 619-823-0592 |
| CA | GRANT GUNNELL ENTERPRISES #34 | Elk Grove Tire Pros | David E. Riesen | 9720 Elk Grove Florin Rd. | Elk Grove | CA | 95624 | (916) 686-4628 |
| CA | BOT Fairfield | Big Discount Tire Pros - Fairfield | Guido Bertoli, Gary Voss | 1129 North Texas St. | Fairfield | CA | 94533 | 707-429-5777 |
| CA | TP TIRE OF FOLSOM #1, INC. | Folsom Tire Pros | Eduardo Gonzalez, Paul Fuller | 90 Clarksville Rd. | Folsom | CA | 95630 | (916) 984-6504 |

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|----|---|---|---|-------------------------|---------------|----|-------|----------------|
| CA | NORTH COAST TIRE, INC. | North Coast Tire Pros | Rick McFarlin | 440 South Main Street | Fort Bragg | CA | 95437 | (707) 964-3184 |
| CA | 38623 GG TEAM, INC. | Big Discount Tire Pros - Fremont | Guido Bertoli, Gary Voss | 38623 Fremont Blvd. | Fremont | CA | 94536 | 510-790-2402 |
| CA | SPROUT ENTERPRISES, INC | Fresno Tire Pros | Jeanne Whiteneck | 4102 West Shaw Ave. | Fresno | CA | 93722 | (559) 275-4711 |
| CA | BEST BUY TIRE CENTERS, INC | Best Buy Tire Pros - Glendale | Hamo Harry Kasbarian, Antranik Kasbarian | 244 N. Glendale Ave. | Glendale | CA | 91206 | (818) 241-5149 |
| CA | PHIL'S TIRE & AUTO CARE, INC. | Phil's Tire Pros | Jason Peters, Angela Peters | 422 Purissima Street | Half Moon Bay | CA | 94019 | 650-726-5153 |
| CA | NORCAL TIRE AND WHEEL, INC. | Hayward Tire Pros | Shaeed "Shane" Ali | 263 West A St. | Hayward | CA | 94541 | (510) 786-3771 |
| CA | NORCAL TIRE AND WHEEL, INC. | NorCal Tire Pros - Hayward | Shaeed "Shane" Ali | 29440 Mission Blvd. | Hayward | CA | 94544 | (510) 728-8473 |
| CA | SAN BENITO TIRE, INC. | San Benito Tire Pros | Robert Cain, Brian Cain, John Cain | 246 Tres Pinos Road | Hollister | CA | 95023 | (831) 637-5804 |
| CA | TEXAS STREET SHELL SERVICES, INCORPORATED | La Mesa Tire Pros | William Clark, Nathan Clark, Patricia Clark | 3810 Massachusetts Ave. | La Mesa | CA | 91941 | 619-460-9194 |
| CA | Imperial Tire Plus, Inc. | Imperial Tire Pros | Arturo Sanchez | 14321 Imperial Highway | La Mirada | CA | 90638 | (562) 944-3330 |
| CA | WEST COAST TIRE WAREHOUSE INC. | West Coast Tire & Service, Inc. Tire Pros | Matlin Mirman, Tomi ("Tom") Eisenberg | 2239 Pontius Ave. | Los Angeles | CA | 90064 | (310) 477-7057 |
| CA | DOWNTOWN TIRE & WHEEL | Los Amigos Tire Pros - Manteca | Francisco J. Chavez, Isabel Chavez | 123 Main Street | Manteca | CA | 95336 | (209) 239-8079 |

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|----|--|---|---|--------------------------|-----------------|----|-------|----------------|
| CA | Canyon Lake Auto Repair, Inc. | Canyon Lake Auto Tire Pros | Timothy ("Tim") Ferguson, Mark Ducharm | 29410 Goetz Road | Menifee | CA | 92587 | (951) 244-2509 |
| CA | DOWNTOWN TIRE & WHEEL | Los Amigos Tire Pros - Modesto | Francisco J. Chavez, Isabel Chavez | 1700 Crows Landing Rd. | Modesto | CA | 95351 | (209) 531-1479 |
| CA | Gurdev S. Sangha | Tire Pros of Modesto | Gurdev S. Sangha | 3501 Yosemite Blvd. | Modesto | CA | 95357 | (209) 576-7767 |
| CA | SHAK ENTERPRISES, INC. | Montebello Tire Pros | Stephan ("Steve") Boyajian, Hrayr "Harry" A. Boyajian | 830 W Whittier Blvd | Montebello | CA | 90640 | (323) 728-7274 |
| CA | HINSON'S TIRE and AUTO CENTER, INC. | Hinson's Tire Pros | Minas Kurkeyerian, Minas Kurkeyerian, II, Charlie Simmons | 839 Quintana Road | Morro Bay | CA | 93442 | (805) 772-1227 |
| CA | A & A Auto Repair | Newark Tire Pros | Faisal "Alex" Ghafari | 6110 Jarvis Ave, | Newark | CA | 94560 | 510-795-7225 |
| CA | ZKHAN CORPORATION | North Highlands Tire Pros & Auto Care | Waqar Malik | 5851 Watt Ave. | North Highlands | CA | 95660 | 916-332-1603 |
| CA | NORTHRIDGE TIRE AND SERVICE CENTER INC | Northridge Tire Pros | Roy Halpern | 8765 Reseda Blvd. # A | Northridge | CA | 91324 | 818-349-0647 |
| CA | BEST BUY TIRE CENTERS, INC | Best Buy Tire Pros - Norwalk | Hamo Harry Kasbarian, Antranik Kasbarian | 12932 Pioneer Blvd. | Norwalk | CA | 90650 | (562) 868-7724 |
| CA | MDS ENTERPRISES INC | Sullivan's Tire Pros | Michael Sullivan, Jr. Jason Cieslinski, Brian Cieslinski | 40126 Highway 49 | Oakhurst | CA | 93644 | (559) 683-5999 |
| CA | ACOSTA & DESTA PARTNERSHIP | Oakland Tire Pros | Lorena Acosta, Goitom B. Desta | 9801 International Blvd. | Oakland | CA | 94603 | (510) 568-4442 |
| CA | J.M.C., INC. | Oceanside Tire & Service Center Tire Pros | Ron Shockley | 499 A College Blvd. | Oceanside | CA | 92057 | (760) 940-1100 |

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|----|-------------------------------------|-------------------------------------|---|------------------------|---------------|----|-------|----------------|
| CA | T & T THOUSAND OAKS, INC. | Pacoima Tire Pros | Tareq Nasrallah, Leena Nasrallah | 11057 San Fernando Rd. | Pacoima | CA | 91331 | (818) 570-9920 |
| CA | AHAAN CORP. | The Car Doctor Tire Pros | Nazy Dastgah, Ali Dastgah | 710 San Antonio Rd | Palo Alto | CA | 94303 | 650-493-8600 |
| CA | T & T PASADENA, INC. | Pasadena Tire Pros | Tareq Nasrallah, Leena Nasrallah | 112 S. Rosemead Rd. | Pasadena | CA | 91107 | (626) 888-6410 |
| CA | PATTERSON TIRE COMPANY, INC. | Patterson Tire Pros | Lazaro Navarro, Thomas Maring, Matt Maring | 515 S. 2nd St. | Patterson | CA | 95363 | (209) 892-2736 |
| CA | MAVERICK TIRE SUPPLY, INC. | Tred Shed Tire Pros | Kyle Schoenthaler | 50 Bliss Avenue | Pittsburg | CA | 94565 | 925-432-3422 |
| CA | JANS TIRES INC. | Pomona Tire Pros | Agha Jan | 505 West Holt Ave. | Pomona | CA | 9176 | (909) 629-8473 |
| CA | AMERICAN RESIDENTIAL SERVICES, INC. | Ramona Tire Pros and Service Center | Elmer Vires | 1811 Main Street | Ramona | CA | 92065 | (760) 789-8877 |
| CA | Robert Rogers, Sole Proprietor | Redlands Tire Pros | Robert Rogers | 525 W. Redlands Blvd. | Redlands | CA | 92373 | 909-255-7571 |
| CA | Independent Repair, LLC | Independent Repair & Tire Pros | Michael "Mike" Grady | 2720 Artesia Blvd. | Redondo Beach | CA | 90278 | 714-402-9992 |
| CA | REDWOOD GENERAL TIRE | Redwood General Tire Pros | Faisal "Alex" Ghafari | 1630 Broadway | Redwood City | CA | 94063 | 650-369-0351 |
| CA | MCNAIR'S AUTO REPAIR, INC. | Riverside Tire Pros | Larry McCray | 6789 Brockton Ave | Riverside | CA | 9250 | 951-742-7575 |
| CA | RODEO AUTOTECH, INC. | Rodeo Autotech Tire Pros | Jason Rodriguez | 650 Parker Ave. | Rodeo | CA | 9457 | (510) 245-8473 |
| CA | BENEDETTI TIRE SERVICE, INC. | Rohnert Park Tire Pros | Mark Reece | 5979 Commerce Blvd. | Rohnert Park | CA | 94928 | 707-584-4881 |

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| CA | UK AUTO GROUP | Apex Auto Center Tire Pros | Usman Khan | 2711 El Camino Ave, | Sacramento | CA | 95821 | 916-883-8836 |
| CA | MIDTOWN TIRES | Midtown Tire Pros | Faisal "Alex" Ghafari | 1615 L St. | Sacramento | CA | 9581 | 916-443-2900 |
| CA | O. K. TIRE STORES, INC. | OK Tire and Automotive Tire Pros | Mark Tornatore | 4715 Auburn Blvd. | Sacramento | CA | 95841 | 916-331-0321 |
| CA | NORCAL TIRE AND WHEEL, INC. | Sacramento Tire Pros | Shaeed "Shane" Ali | 2468 Florin Rd. | Sacramento | CA | 95822 | 916-212-6037 |
| CA | IWC Motorsports, Inc. | IWC Motorsports Tire Pros and Automotive | Justin Burke, Laura Burke | 640 West Mill Street | San Bernardino | CA | 92410 | (909) 885-9000 |
| CA | SHAK ENTERPRISES, INC. | Tire Pros of San Dimas | Stephan ("Steve") Boyajian, Hrayr "Harry" A. Boyajian | 603 West Terrace Dr. | San Dimas | CA | 91773 | (909) 599-6754 |
| CA | JNF BROTHERS INC | Ace Auto Repair & Tire Pros | Faisal "Alex" Ghafari | 2560 San Ramon Valley Blvd, | San Ramon | CA | 94583 | 925-743-1552 |
| CA | Santa Cruz Auto Express, Inc. | Auto Express Tire Pros | Paul Salazar | 2842 Soquel Ave. | Santa Cruz | CA | 9506 | (831) 462-3323 |
| CA | Evergreen Auto Care, Inc. | Integrity Automotive Tire Pros - Scotts Valley | Preet Singh | 107 Whispering Pines Dr. | Scotts Valley | CA | 95066 | (831) 439-9631 |
| CA | SULLIVAN'S TIRES, INC | Sullivan's Tire Pros & Auto Service | Ryan Sullivan | 1730 The Mall | Seaside | CA | 93955 | (831) 394-6561 |
| CA | BENEDETTI TIRE SERVICE, INC. | Benedetti Tire Service Tire Pros | Mark Reece | 6809 Sebastopol Avenue | Sebastopol | CA | 95472 | (707) 829-0562 |
| CA | SHAK ENTERPRISES, INC. | Simi Valley Tire Pros | Stephan ("Steve") Boyajian, Hrayr "Harry" A. Boyajian | 4386 E. Los Angeles Ave. | Simi Valley | CA | 93063 | (805) 527-3867 |

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| CA | PK TIRES AND WHEELS, INC. | PK Tire Pros - Pacific Ave | Muhammad Ahmad | 1546 Pacific Ave. | Stockton | CA | 9520 | (209) 888-4571 |
| CA | PK TIRES AND WHEELS, INC. | PK Tire Pros - Waterloo Rd | Muhammad Ahmad | 2252 Waterloo Rd. | Stockton | CA | 9520 | (209) 547-0234 |
| CA | Menifee Valley Tire & Auto Services | Bradley Auto Services Tire Pros | Timothy ("Tim") Ferguson, Wendy Ferguson, Mark | 28200 Bradley Road | Sun City | CA | 92586 | (951) 672-4921 |
| CA | DASTGAH TIRE COMPANY AND | Dastgah Tire Pros and Service | Ali Dastgah | 135 N Wolfe Rd Ste 60 | Sunnyvale | CA | 94086 | 408-733-8473 |
| CA | CARLSON'S TIRE PROS, INC. | Carlson's Tire Pros & Automotive | Jon E. Carlson | 2935 Riverside Dr. | Susanville | CA | 96130 | (530) 257-5559 |
| CA | BLACK AND ROUND, LLC | Thousand Oaks Tire Pros | Henry John Heeber, IV | 3209 Thousand Oaks Blvd #D | Thousand Oaks | CA | 91362 | 805-379-4055 |
| CA | Christopher James DeLaval Sole Proprietor | Tire Pros of Yucca Valley | Christopher James DeLaval | 56140 Twenty Nine Palms Hwy | Twenty Nine Palms | CA | 92284 | (760) 228-5874 |
| CA | IC AUTO, INC. | Twenty-Nine Palms Tire Pros | Mark Speer, Shawn Speer | 4082 Adobe Road Unit B | Twenty-Nine Palms | CA | 92277 | (760) 367-0222 |
| CA | KIM, BRIAN T | Tire Pros of Upland | Brian T. Kim | 2020 W. Foothill Blvd. | Upland | CA | 91786 | (909) 981-9777 |
| CA | RODRIGUEZ & SONS ENTERPRISES INC. | Vista Tire Pros | Gabe Rodriguez, Kelly Robertson-Rodriguez, Cameron Rodriguez | 636 So. Santa Fe Ave. | Vista | CA | 92084 | (760) 726-0680 |
| CA | JANS TIRES INC. | Walnut Tire Pros | Agha Jan | 3920 Valley Blvd D | Walnut | CA | 9178 | 909-594-0477 |
| CO | Dennison Auto Group, LLC | America's Auto & Tire Pros - Alamosa | Cody Dennison | 2515 Main St | Alamosa | CO | 81101 | 719-496-1015 |

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| CO | Chihuahua Tires Inc | Llantera Chihuahua Tie Pros-Aurora | Jose Pena | 10195 East Colfax Ave, Aurora | Aurora | CO | 80010 | 720-216-0847 |
| CO | Dennison Auto Group, LLC | America's Auto & Tire Pros - Bayfield | Cody Dennison | 360 N Mountain View | Bayfield | CO | 81122 | 970-884-9727 |
| CO | Diamond Automotive, LLC | Roadmasters Auto Care & Tire Pros - Boulder | Kyle True | 647 Broadway | Boulder | CO | 80305 | 303-494-8855 |
| CO | Diamond Automotive, LLC | Roadmasters Auto Care & Tire Pros - Broomfield | Kyle True | 555 Alter St. | Broomfield | CO | 80020 | 720-887-3656 |
| CO | HTP Centennial, LLC | Hometown Tire Pros & Service Center | Alexander Gillett | 13900 E. Briarwood Ave. | Centennial | CO | 80112 | (720) 328-0490 |
| CO | Chihuahua Tires Inc | Llantera Chihuahua Tie Pros-Colorado | Jose Pena | 1117 S. Nevada Ave. | Colorado Springs | CO | 80903 | 719-999-5953 |
| CO | Rimz To Go LLC | Tire Pros | Mark A. Jones Sr. | 1733 S. Academy Blvd | Colorado Springs | CO | 80916 | 719-390-8000 |
| CO | Dennison Auto Group, LLC | America's Auto & Tire Pros - Cortez | Cody Dennison | 244 E Main St | Cortez | CO | 81321 | 970-565-3672 |
| CO | The Lube Shop Corp | The Lube Shop Tire Pros | Melvyn ("Mel") J. Cook | 188 Gunnison River Drive | Delta | CO | 81416 | 970-399-3132 |
| CO | LLANTERA CHIHUAHUA INC | Llantera Chihuahua Tie Pros-Denver | Jose Pena | 405 Federal Blvd | Denver | CO | 80204 | 303-935-2440 |
| CO | Dennison Auto Group, LLC | America's Auto & Tire Pros - Durango | Cody Dennison | 474 E College Dr | Durango | CO | 81301 | 970-247-9860 |
| CO | The Shop Automotive & Tire, Inc. | The Shop Automotive Tire Pros | Melvyn ("Mel") J. Cook | 12912 Highway 65 | Eckert | CO | 81418 | 970-835-4999 |

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| CO | LLANTERA CHIHUAHUA INC | Llantera Chihuahua Tie Pros-Evans | Jose Pena | 3723 West Service Rd. | Evans | CO | 80620 | 970-793-2183 |
| CO | ROCKY MOUNTAIN AUTO FITNESS CENTER, INC. | The Pit Stop Tire Pros | Kevin Chee | 410 West 1st Street | Glenwood Springs | CO | 81601 | (970) 945-1118 |
| CO | DOWN VALLEY TIRES AND WHEELS, LLC | Down Valley Tire Pros | Cicero DaSilva | 720 Red Table Dr | Gypsum | CO | 81637 | 970-777-8473 |
| CO | Diamond Automotive, LLC | Roadmasters Auto Care & Tire Pros - Lafayette | Kyle True | 1250 Dixon Ave | Lafayette | CO | 80026 | 303-665-5777 |
| CO | Dennison Auto Group, LLC | America's Auto & Tire Pros - Montrose | Cody Dennison | 1000 N Townsend Ave | Montrose | CO | 81401 | 970-249-2461 |
| CO | Diamond Automotive, LLC | Roadmasters Auto Care & Tire Pros - | Kyle True | 11450 Huron St. | Northglenn | CO | 80234 | 303-451-8811 |
| CO | Dennison Auto Group, LLC | America's Auto & Tire Pros - Pagosa Springs | Cody Dennison | 1887 Eagle Dr | Pagosa Springs | CO | 81147 | 970-264-2887 |
| CO | Marketplace Partners LLC | Yampa Valley Tire Pros & Express Lube | Jeremy Behling | 2440 Lincoln Ave. | Steamboat Springs | CO | 80487 | (970) 879-7779 |
| CO | Chihuahua Tires Inc | Llantera Chihuahua Tie Pros-Westminster | Jose Pena | 7095 Federal Blvd | Westminster | CO | 80030 | 303-430-5930 |
| CT | JOE'S TIRE SHOP INC. | Joe's Tire Shop Tire Pros | Richard Dibeneditto | 31 Thomaston Ave. | Waterbury | CT | 06702 | (203) 753-3108 |
| DE | Cook's Tire II, LLC | Cook's Tire Pros & Auto Repair - Harrington | Candy Cook | 12 Clark St. | Harrington | DE | 19952 | 302-398-3230 |
| DE | W.T. SCHRIDER & SONS, INC. | In and Out Tire Pros | William T. Schrider, III, Rita L. Schrider | 24572 Betts Pond Road | Millsboro | DE | 19966 | (302) 934-1900 |

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|----|---|---|---|---------------------------|-----------------|----|-------|----------------|
| FL | ARCADIA AMOCO LLC | Lucky's Tire Pros | Travis Muse, Wendy Muse, | 908 E. Hickory Street | Arcadia | FL | 34266 | 863-494-0202 |
| FL | FUTCH VENTURES, INC. | Big T Tire Pros | Kenneth Futch | 1109 West Main Street | Avon Park | FL | 33825 | 863-452-2031 |
| FL | VP&C, INC. | George's Tire Pros | Vincent Capobianco, | 3260 N. Lecanto Highway | Beverly Hills | FL | 34465 | (352) 527-1712 |
| FL | DAY'S TIRE & SERVICE CENTER, INC. | Day's Tire Pros | Kimberly Day-Scheid | 2510 South Ferdon Blvd | Crestview | FL | 32536 | (850) 682-6733 |
| FL | VANNOY'S TIRES, INC | Vannoy's Tire Pros - Gulf Breeze | Jeffrey C. Vannoy, Vicki Vannoy-Beauchaine | 3425 Gulf Breeze Parkway | Gulf Breeze | FL | 32563 | (850) 916-0912 |
| FL | FUTCH VENTURES, INC. | Big T Tire Pros - Lake Placid | Kenneth Futch | 624 US 27 South | Lake Placid | FL | 33852 | 863-465-0563 |
| FL | PALM BEACH TIRE INC. | Palm Beach Tire Pros | Estate of Thiago Ribeiro | 1360 Hypoluxo Rd. | Lantana | FL | 33462 | (561) 547-0408 |
| FL | M J SHORT & ASSOCIATES, INC. | Big Tires and More Tire Pros - Lutz | Michael J. ("Mike") Short | 17324 North US Highway 41 | Lutz | FL | 33549 | 813-949-8095 |
| FL | ROADMART OF FLORIDA, LLC | Road Mart Tire Pros - Lynn Haven | Melanie Coulliette, Elizabeth Coulliette | 2413 S. Highway 77 | Lynn Haven | FL | 32444 | (850) 265-9401 |
| FL | BANNER TIRE SOUTH INC | Banner Tire Pros South | Thomas G.Kennedy, Alfred Kennedy | 17645 S. Dixie Highway | Miami | FL | 33157 | (305) 233-4260 |
| FL | PAUL'S TIRES INC. | Paul's Tire Pros | Paul Seaman, Ian Seaman | 7601 NW 66th St. | Miami | FL | 33166 | (305) 592-0509 |
| FL | GEORGE'S WHOLESALE TIRES OF PASCO, INC. | George's Wholesale Tire Pros - New Port | Shawna McCormick | 11322 Ridge Rd. | New Port Richey | FL | 34654 | 727-847-1701 |
| FL | VANNOY'S TIRES, INC | Vannoy's Tire Pros #7 | Jeffrey C. Vannoy, Vicki Vannoy-Beauchaine | 4020 Hwy 90 | Pace | FL | 32571 | (850) 994-5434 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
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| FL | ROADMART OF FLORIDA, LLC | Baytown Tire Pros - Panama City | Melanie Coulliette, Elizabeth Coulliette | 2609 W. 15th St. | Panama City | FL | 32401 | (850) 873-8900 |
| FL | VANNOY'S TIRES, INC | Vannoy's Tire Pros - New Warrington Rd | Jeffrey C. Vannoy, Vicki Vannoy-Beauchaine | 1249 New Warrington Rd. | Pensacola | FL | 32506 | (850) 455-5492 |
| FL | VANNOY'S TIRES, INC | Vannoy's Tire Pros - E. Nine Mile Rd | Jeffrey C. Vannoy, Vicki Vannoy-Beauchaine | 126 E. Nine Mile Rd. | Pensacola | FL | 32534 | (850) 476-2507 |
| FL | VANNOY'S TIRES, INC | Vannoy's Tire Pros - N. 9th Ave | Jeffrey C. Vannoy, Vicki Vannoy-Beauchaine | 6113 N. 9th Ave. | Pensacola | FL | 32504 | (850) 477-0209 |
| FL | VANNOY'S TIRES, INC | Vannoy's Tire Pros - W. Michigan Ave | Jeffrey C. Vannoy, Vicki Vannoy-Beauchaine | 2252 W. Michigan Ave | Pensacola | FL | 32526 | (850) 944-4722 |
| FL | VANNOY'S TIRES, INC | Vannoy's Tire Pros #6 - 3199 W Nine Mile Rd. | Jeffrey C. Vannoy, Vicki Vannoy-Beauchaine | 3199 West Nine Mile Rd. | Pensacola | FL | 32534 | (850) 435-4555 |
| FL | M J SHORT & ASSOCIATES, INC. | Big Tires and More Tire Pros - Pinellas Park | Michael J. ("Mike") Short | 5317 Park Blvd. | Pinellas Park | FL | 33781 | (727) 541-5707 |
| FL | GEORGE'S WHOLESALE TIRES OF PASCO, INC. | George's Wholesale Tire Pros - Port Richey | Shawna McCormick | 8230 US Highway 19 | Port Richey | FL | 34668 | 727-817-0905 |
| FL | NR AUTOMOTIVE, INC. | Ray's Tire Pros | Logan Leslie | 1375 US Hwy 1 South | Saint Augustine | FL | 32084 | 904-810-5889 |
| FL | BOB LEE'S, INC. | Bob Lee's Tire Pros | Robert (Bob) E. Lee IV, Todd Murrian | 1631 4th St. North | St. Petersburg | FL | 33704 | 727-822-3981 |
| FL | ATLANTIC TIRE CENTER INC. | Atlantic Tire Center Tire Pros | Ellsworth ("ER") R. Clark, III, Ellsworth R. | 1380 SE Monterey Rd. | Stuart | FL | 34994 | (772) 287-7994 |
| GA | NR AUTOMOTIVE, INC. | Augusta Tire Pros | Logan Leslie | 1896 Gordon Hwy. | Augusta | GA | 30904 | 706-733-5533 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
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| GA | LYNN STATION, LLC | Delta Tire Pros | John J. Lynn, Carl T. Lynn, Carl T. Lynn, Jr., Kay M. Lynn | 1616 Dothan Road | Bainbridge | GA | 39817 | (229) 246-2750 |
| GA | NR AUTOMOTIVE, INC. | Shook Tire Pros | Logan Leslie | 2307 Murphy Hwy | Blairsville | GA | 30512 | 706-745-9596 |
| GA | BYRON TIRE COMPANY INC. | Byron Tire Pros | Christopher C. ("Chris") Hodges | 299 New Dunbar Rd. | Byron | GA | 31008 | 478-956-3551 |
| GA | NR AUTOMOTIVE, INC. | Mission Automotive Tire Pros | Logan Leslie | 121 S Gilmer St. | Cartersville | GA | 30120 | 770-382-4697 |
| GA | NR AUTOMOTIVE, INC. | Turner Tire Tire Pros | Logan Leslie | 2372 Hwy US-129 S | Cleveland | GA | 30528 | 706-865-1446 |
| GA | NR AUTOMOTIVE, INC. | Bagwell & Mathis Automotive Tire Pros | Logan Leslie | 107 Pirkle Ferry Rd | Cumming | GA | 30040 | 770-887-2351 |
| GA | WILLIAM TRAMMELL | Trammell Tire Pros | William Trammell | 1656 Morrison Moore Parkway West | Dahlonega | GA | 30533 | (706) 864-3346 |
| GA | DALLAS TIRE, INC. | Dallas Tire Pros | Alan B. Cook | 216 Legion Road | Dallas | GA | 3013 | 770-443-0434 |
| GA | AVONDALE TIRE & SERVICE, INC. | Neighborhood Tire Pros - Avondale | James R. Baxter | 3589 Memorial Drive | Decatur | GA | 30032 | (404) 284-8835 |
| GA | DECATUR TIRE & SERVICE, LLC | Neighborhood Tire Pros - Decatur | James R. Baxter | 307 Clairemont | Decatur | GA | 30030 | (404) 377-5069 |
| GA | NR AUTOMOTIVE, INC. | Bright Star Automotive Tire Pros | Logan Leslie | 8932 Bright Star Rd. | Douglasville | GA | 30134 | 770-949-8173 |
| GA | BOYD TIRE COMPANY | Boyd Tire Pros | George R. Boyd, William H. Boyd | 3495 Norman Berry Drive | East Point | GA | 30344 | (404) 767-4321 |

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| GA | COVENANT CONCEPTS INC. | Marc Yount's Tire Pros | Marc B.Yount | 4277 Washington Rd, | Evans | GA | 30809 | (706) 868-7770 |
| GA | NR AUTOMOTIVE, INC. | Hoffman Automotive Tire Pros - Fayetteville | Logan Leslie | 620 Glynn Street N | Fayetteville | GA | 30214 | 770-461-1069 |
| GA | GREENSBORO FULL SERVICE, INC. | Greensboro Tire Pros | Gary Usry, Wayne Usry | 1010 Town Creek Blvd. | Greensboro | GA | 30642 | (706) 453-2454 |
| GA | NR AUTOMOTIVE, INC. | Xpress Automotive Tire | Logan Leslie | 155 N Expressway | Griffin | GA | 30223 | 770-233-9834 |
| GA | Liberty Tire, LLC | Liberty Tire Pros | Daniel A. Wedincamp | 837 Elma G Miles Parkway | Hinesville | GA | 31313 | (912) 876-4111 |
| GA | STANANCO, INC. | Stananco Tire and Power Equipment Tire Pros | Stanley R. Maddox, Sr., Stanley R. Maddox, Jr. Ryan Andrew Maddox | 110 Stark Road | Jackson | GA | 30233 | (770) 775-7112 |
| GA | NR AUTOMOTIVE, INC. | Fryer's Automotive Tire Pros | Logan Leslie | 808 New Franklin Rd | La Grange | GA | 30240 | 706-882-0033 |
| GA | SMITH SALES, INC. | Smith Tire Pros & | Adam Smith | 13235 Jones Street | Lavonia | GA | 30553 | 706-356-1414 |
| GA | NR AUTOMOTIVE, INC. | Alpha Automotive Tire Pros - Locust Grove | Logan Leslie | 333 Stanley K Tanger Blvd | Locust Grove | GA | 30248 | 678-379-2603 |
| GA | NR AUTOMOTIVE, INC. | Lancaster Automotive Tire Pros | Logan Leslie | 1366 Gray Hwy, | Macon | GA | 31211 | 478-741-4447 |
| GA | QUICK LUBE CAR CARE CENTER LLC | BP Car Care Tire Pros | James R. Baxter | 557 Johnson Ferry Rd. | Marietta | GA | 30068 | (770) 973-1643 |
| GA | NR AUTOMOTIVE, INC. | Carver Tire Pros | Logan Leslie | 2060 Georgia Highway-155 North | McDonough | GA | 30252 | 770-957-8050 |

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| GA | NR AUTOMOTIVE, INC. | East 81 Automotive Tire Pros | Logan Leslie | 780 Highway 81 E | McDonough | GA | 30252 | 678-583-1121 |
| GA | MOULTRIE TIRE & RECAPPING CO., INC. | Moultrie Tire Pros | Rodney Traylor | 900 N. Main Street | Moultrie | GA | 31768 | 229-985-5619 |
| GA | NR AUTOMOTIVE, INC. | Binion Tire Pros | Logan Leslie | 26 Spence Ave | Newnan | GA | 3026 | 770-253-4608 |
| GA | NR AUTOMOTIVE, INC. | Crossroads Automotive Tire Pros | Logan Leslie | 3210 Georgia 34 | Newnan | GA | 30265 | 770-254-1514 |
| GA | NR AUTOMOTIVE, INC. | Coastal Car Care Tire Pros | Logan Leslie | 5225 GA-40 | St. Marys | GA | 31558 | 912-882-5005 |
| GA | NEXTIRE SUWANEEN INC. | Neighborhood Tire Pros - Suwanee | James R. Baxter | 2115 Lawrenceville Suwanee Rd. | Suwanee | GA | 30024 | (770) 513-1221 |
| GA | SINGLETARY TIRE SERVICE, INC. | Singletary Tire Pros | Curtis Singletary | 401 North Madison St. | Thomasville | GA | 31792 | (229) 226-2842 |
| GA | Phillip R. Brown, Sole Proprietor | Brown's Tire Pros | Phillip R. Brown | 2061 Highway 301 S. | Trenton | GA | 30752 | (706) 657-5199 |
| GA | NR AUTOMOTIVE, INC. | Tri-Star Automotive Tire Pros | Logan Leslie | 100 Powers Way | Tyrone | GA | 30290 | 770-892-7505 |
| GA | NR AUTOMOTIVE, INC. | A&M Auto Repair and Tire Tire Pros | Logan Leslie | 4119 Bemiss Road | Valdosta | GA | 31605 | 229-244-3291 |
| GA | CBC CAPITAL INC. | Fussell Tire Pros | George ("Coy") Fussell, Louis Cassotta | 1775 Westside Way | Valdosta | GA | 31601 | (229) 259-0034 |
| GA | BRENAFER, INC. | Miller Tire Pros | Walter I. Miller, III ("Butch") | 1915 Memorial Drive | Waycross | GA | 31502 | 912-285-5318 |
| IA | DOWNEY TIRE SERVICE L.C. | Downey Tire Pros | Jarid Downey | 103 W 2nd Avenue | Indianola | IA | 50125 | (515) 961-0345 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
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| IA | BLACK'S TIRE COMPANY LLC | Black's Tire Company Tire Pros | James C. ("Jim") Robinson | 517 West Main Street | Ottumwa | IA | 52501 | (641) 682-8063 |
| IA | TIRES, TIRES, TIRES, INC. | Tires, Tires, Tires Tire Pros - W 19th St | Daniel J. Nothdurft, Dale Nothdurft | 329 W. 19th St. | Sioux City | IA | 51103 | (712) 202-7500 |
| IA | TIRES, TIRES, TIRES, INC. | Tires, Tires, Tires Tire Pros - Gordon Dr. | Daniel J. Nothdurft, Dale Nothdurft | 2620 Gordon Dr. | Sioux City | IA | 51106 | (712) 258-7500 |
| IA | CLARK TIRE CENTER INC. | Clark Tire Center Tire Pros | David Clark, Dawn Clark | 878 Allamakee St. | Waukon | IA | 5217 | (563) 568-2707 |
| ID | WICKEL TIRE, INC. | Wickel Tire Pros - Burley | Jesse Wickel, Ardel Wickel | 659 Overland Ave., | Burley | ID | 83318 | 208-678-8801 |
| ID | ROGER'S WHEEL ALIGNMENT & TIRE CO., | Roger's Tire Pros - Caldwell | Roger Goff, Donna Goff | 4024 Cleveland Street | Caldwell | ID | 83605 | (208) 454-2573 |
| ID | WICKEL TIRE, INC. | Wickel Tire Pros - Jerome | Jesse Wickel, Ardel Wickel | 337 W Main St | Jerome | ID | 83338 | |
| ID | ROGER'S WHEEL ALIGNMENT & TIRE CO., | Roger's Tire Pros - Meridian | Roger Goff, Donna Goff | 3304 West Ustick Rd | Meridian | ID | 83642 | (208) 454-2573 |
| ID | KING'S PRO-TIRE CENTER, INC. | King's Pro-Tire Center Tire Pros | Christopher B. King, Megan L. King | 1111 1st Street South | Nampa | ID | 83651 | (208) 466-8472 |
| ID | MICHAEL BOLLER, LLC | 95 Tire & Auto Tire Pros | Michael Boller | 210 10th St. | Plummer | ID | 8385 | (208) 686-0425 |
| ID | GRIPTION TIRES, INC. | Gription Tire Pros | Jose Gomez ("Gomie") | 431 Division Ave. | Sandpoint | ID | 8386 | 208-255-2020 |
| IL | LOWELL'S SERVICE CENTER, LLC | Lowell's Service Center Tire Pros | Gregory E. Lowell | 2000 Vandalia Street | Collinsville | IL | 62234 | (618) 344-3312 |
| IL | Tony & Sons, Inc. | Tony & Sons Tire Pros | Donald R. Perhay, Kathleen Perhay | 3508 E. Washington St. | East Peoria | IL | 61611 | (309) 694-3567 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
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| IL | INTERSTATE TIRE COMPANY | Interstate Tire Pros | Shawn Hughes, Sara Jones, Sandra | 2312 W Main St | Marion | IL | 62959 | 618-993-6250 |
| IN | COMPLETE AUTOMOTIVE, INC. | Tire Pros & Auto Superstore | Carol Frey, Robert Frey | 5200 Cleveland St. | Merrillville | IN | 46410 | 219-887-3333 |
| IN | ROTHROCK TIRE AND SERVICE INC. | Rothrock Tire Pros | Brian Rothrock | 4751 E Luse Rd. | Monticello | IN | 47960 | 574-583-9723 |
| IN | MACON IT HAPPEN, LLC | Kaiser Tire Pros - New Albany | Shaun McDaniel & Kevin Smith | 528 State Street | New Albany | IN | 47150 | (502) 368-6333 |
| KS | EXPRESS TIRE & AUTO L.L.C. | Express Tire & Auto Tire Pros | John F. Ingold, Karla S. Ingold | 806 E. 12th Street | Emporia | KS | 66801 | (620) 343-9994 |
| KS | KT TIRE & SERVICE, INC. | KT Tire & Service Tire Pros | Kurt Graff, Tammy Graff | 210 East Hwy. 96 | Leoti | KS | 67861 | 620-375-5210 |
| KS | NEWTON TIRE & AUTO CENTER, INC. | Newton Tire & Auto Center Tire Pros | David Smith, Cheryl Smith | 200 N. Meridian | Newton | KS | 67114 | (316) 283-2886 |
| KS | BENGTSON TIRE & SERVICE INC | Bengtson Tire & Service Tire Pros | Justin Bengtson, Elizabeth Bengtson | 730 N. Santa Fe Ave | Salina | KS | 67402 | 785-823-3771 |
| KS | RYNO AUTOMOTIVE, INC. | Tracy's Automotive Tire Pros - E 1st St | Michael L. Ryno | 525 East 1st Street North | Wichita | KS | 67202 | (316) 267-0030 |
| KS | Get Away Garages, LLC | Tracy's Automotive Tire Pros - W 21st St | Michael L. Ryno | 11770 West 21st. St. North | Wichita | KS | 67205 | (316) 558-3880 |
| KS | TRACY'S AUTOMOTIVE 1 INC. | Tracy's Automotive Tire Pros - West Maple | Michael L. Ryno | 3804 West Maple Street | Wichita | KS | 67213 | (316) 945-3414 |
| KS | BOSLEY TIRE, INC. | Bosley's Tire Pros | Jeremy Torres | 3948 S. Broadway | Wichita Falls | KS | 67216 | 316-524-8511 |
| KY | JIMSTONE, LLC | David Toles Auto Pro and Tire Pros - Duncan Rd. | James C. Cantrell, David A. Toles | 515 Duncan Rd. | Frankfort | KY | 40601 | 502-352-2988 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
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| KY | JIMSTONE, LLC | David Toles Auto Pro and Tire Pros - Versailles | James C. Cantrell, David A. Toles | 1348 Versailles Rd. | Frankfort | KY | 40601 | 502-352-2205 |
| KY | SOUTHERN KY AUTO, LLC | Southern KY Tire Pros | Foster Vann, Hunter Vann | 1004 Happy Valley Rd | Glasgow | KY | 42141 | |
| KY | BILL ETSCORN, INC. | Bill Etscorn's Tire Pros | William Etscorn, III, David Etscorn, Brent Etscorn, Bryan Etscorn | 3935 Bardstown Rd. | Louisville | KY | 40218 | 502-499-8245 |
| KY | MACON IT HAPPEN, LLC | Kaiser Tire Pros - 3rd Street | Shaun McDaniel & Kevin Smith | 7944 3rd Street Road | Louisville | KY | 40214 | (502) 368-6333 |
| KY | MACON IT HAPPEN, LLC | Kaiser Tire Pros - Southside Dr. | Shaun McDaniel & Kevin Smith | 7000 Southside | Louisville | KY | 40214 | (502) 368-3304 |
| KY | D&D TIRES, INC | D & D Tire Pros | Derick H. Thomas, Darrin L. Thomas | 2433 US Hwy 25 E | Middlesboro | KY | 40965 | (606) 248-1458 |
| KY | FOX TOTAL CAR CARE, LLC | Fox Total Car Care Tire Pros | Michael Fox, Kerry Cowan | 376 Parkers Mill Way | Somerset | KY | 42503 | 606-219-1791 |
| LA | HUNT'S TIRE AND CAR CARE LLC | Hunt's Tire Pros Car Care | Leslie L. Hunt, Jr. | 10440 Greenwell Springs Rd. | Baton Rouge | LA | 70814 | (225) 272-7404 |
| LA | PLANTATION TIRE & CAR CARE, INC. | Plantation Tire Pros | Mark Tricou | 3251 Drusilla Ln. | Baton Rouge | LA | 70809 | (225) 930-9393 |
| LA | SERVICE TIRE AND AUTO OF LAKE CHARLES, LLC | Service Tire Pros of Lake Charles | Charles D. Barnes, Jolie Barnes | 720 West McNeese | Lake Charles | LA | 70605 | 377-564-6400 |
| LA | BARNES SERVICE TIRE MB, L.L.C. | Service Tire Pros of Moss Bluff | Charles D. Barnes, Jolie Barnes | 212 Sam Houston Jones Parkway | Lake Charles | LA | 70611 | (337) 855-9397 |
| LA | DANNY'S TIRE WORLD, INC. | Danny's Tire World Tire Pros | Arlene Fisher, Danny Doucet | 6011 I-49 South | Opelousas | LA | 70570 | (337) 948-1999 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
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| LA | Joe's Tire Service of Ruston, LLC | Joe's Tire Pros - Ruston | Roger Cheshier | 2120 Farmerville Hwy | Ruston | LA | 71270 | 318-232-6485 |
| LA | LENARD HOLDINGS, LLC | Ray's Tire Pros | Vines Darren Lenard | 1903 Cypress St. | W Monroe | LA | 71291 | (318) 322-8942 |
| MA | DAVES TIRE AND AUTO SERVICE INC | Dave's Tire & Auto Tire Pros | John Cormier, Everett Mello, Keith Mello | 325 Bedford St. | Fall River | MA | 02720 | (508) 679-6482 |
| MA | BROADWAY TIRE & AUTO CO INC | Broadway Tire Pros | Joe Pauta | 456 Broadway | Lawrence | MA | 01841 | (978) 682-0000 |
| MA | WILDER BROTHERS, INC. | Wilder Bros. Tire Pros | Glenn A. Wilder | 788 Country Way | North Scituate | MA | 02066 | (781) 545-0061 |
| MA | Plymouth Tire & Auto Service, Inc. | Plymouth Tire Pros | Stephen Vining, Laurie Vining | 130-7 Camelot Dr. | Plymouth | MA | 02360 | (508) 747-3322 |
| MD | CALDWELL'S TIRE SERVICE INC. | Caldwell's Tire Pros | Leonard Z. Caldwell | 6323 Church Hill Rd. | Chestertown | MD | 21620 | (410) 778-5585 |
| MD | SEP AUTOMOTIVE, INC. | Eagle Tire Pros & Automotive Repair | Stanley Parker, Gloria Parker | 2865 Chesapeake Beach Road West | Dunkirk | MD | 20754 | 301- 855-4552 |
| MD | PJM GROUP, LLC | Mid-Atlantic Tire Pros | Benjamin ("Ben") Ellison | 8105A Teal Drive | Easton | MD | 21601 | 410-770-3337 |
| MD | HI-LO AUTO SALES OF MARYLAND, INC. | Tire Pros of Frederick | Roland "Bo" Cavell, Jr. | 1427 West Patrick St. | Frederick | MD | 21702 | (301) 663-6334 |
| MD | FORT WASHINGTON TIRE & AUTO CENTER, INC. | Fort Washington Tire Pros | Erich Kuhstoss | 9325 Livingston Rd. | Ft. Washington | MD | 20744 | (301) 248-4500 |
| MD | THE QUADEI CORPORATION | Big Ed's Tire Pros | Thomas Edward Quade, Jr. | 24201 Point Lookout Rd. | Leonardtown | MD | 20650 | (301) 475-2929 |
| MD | HILLEN TIRE & AUTO SERVICE, INC. | Hillen Tire and Auto Service Tire Pros | Brian Lee Smith | 200 W. Padonia Rd. | Lutherville Timonium | MD | 21093 | (410) 252-3500 |

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| MD | GRAEVES AUTO & APPLIANCE, INC. | Graeves Auto & Appliance Tire Pros | Scott V. Graeves | 3411 N. High St. | Olney | MD | 20832 | (301) 924-8473 |
| MD | CARNEY TIRE CAR CARE CENTER and TITLE SERVICE, INC. | Carney Tire Pros | Steve Cascio, Christina Cascio | 8743 Satry Hill Rd. | Parkville | MD | 21234 | (410) 665-5100 |
| MD | NOCK'S TIRE SERVICE, INC. | Nock's Tire Pros | Carlton W. Mason | 1242 Ocean Hwy. | Pocomoke City | MD | 21851 | 410-957-2020 |
| MD | BURNETT-WHITE INC. | Burnett-White Tire Pros | Dawn W. Tilghman | 412 East Main Street | Salisbury | MD | 21804 | 410-742-2222 |
| MD | SOUTHERN WHEEL & HUBCAP, INC. | Waldorf Tire Pros | Estate of Edgar Wayne Deboe | 2564 Old Washington Rd. | Waldorf | MD | 20601 | (301) 843-2300 |
| MD | WASTLER AUTO SERVICE, LLC | Wastler Auto Service Tire Pros | Kenneth D. Wastler | 4174 Ridge Road | Westminster | MD | 21157 | (410) 635-8375 |
| MD | South Hanover Automotive Limited Liability Company | Westminster Automotive Tire Pros | Michael Cooper, Christine Cooler | 94 Carroll St. | Westminster | MD | 21157 | |
| MI | ALBION TIRE CITY, INC. | Tire City Tire Pros | Mark Collier, Donna Collier, Nick Collier | 1519 N. Eaton Street | Albion | MI | 49224 | (517) 629-4809 |
| MI | ALBION TIRE CITY, INC. | Charlotte Tire Pros | Mark Collier, Donna Collier, Nick Collier | 420 Lansing Street | Charlotte | MI | 48813 | (517) 543-1331 |
| MI | ALBION TIRE CITY, INC. | Marshall Tire Pros | Mark Collier, Donna Collier, Nick Collier | 13550 Myron Avery Dr. | Marshall | MI | 49068 | (269) 781-3310 |
| MN | SAMARITAN TIRE COMPANY | Samaritan Tire Pros - Hopkins | Chris Mortensen | 3200 Oakridge Road | Hopkins | MN | 55305 | (952) 933-3363 |
| MN | SAMARITAN TIRE COMPANY | Samaritan Tire Pros - Minneapolis | Chris Mortensen | 3224 Southdale Circle | Minneapolis | MN | 55435 | (952) 303-4473 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
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| M N | JD TIRE 1, LLC | Tire Pros & Wheel Experts SW -Stillwater | Jay Andrews, Jr., Judd Andrews | 14447 60th Street North | Stillwater | MN | 55082 | 651-430-0099 |
| M O | T Q Motors, Inc. | Top Quality Tire Pros | Bill Dipietro, Laurie Dipietro | 609 North Henry Clay Blvd. | Ashland | MO | 65010 | 573-657-5066 |
| M O | T & S TIRE LLC | T & S Tire Pros | Michael Paul Walser, Pamela Shelley Walser | 413 W Grand Avenue | Cameron | MO | 64429 | (816) 632-6445 |
| M O | RITE-WAY AUTOMOTIVE, INC. | Rite-Way Auto Service Tire Pros | V. James Dusek | 1905 W Jesse James Rd | Excelsior Springs | MO | 64024 | (816) 630-1450 |
| M O | JIM LEWIS TIRE & WHEEL, INC. | Jim Lewis Tire & Wheel Tire Pros | Phillip W. LePage, Sharlyn LePage | 1300 Missouri Blvd. | Jefferson City | MO | 65109 | (573) 636-9223 |
| M | Tom Horne, individually | Auto Stop Shoppe Tire Pros | Tom Horne | 4954 E. 31st | Kansas City | MO | 64128 | (816) 923-7766 |
| M | RINNE'S TIRE & SERVICE, LLC | Rinne's Tire Pros | Mark Rinne | 243 S. Main St. | Licking | MO | 65542 | (573) 674-2390 |
| M O | PERRYVILLE TIRE CENTER INC. | Perryville Tire Pros | Benjamin M. Lipe | 423 Magnolia Street | Perryville | MO | 63775 | (573) 547-1432 |
| M O | G.L. MOORE TIRE & AUTOMOTIVE, INC | G.L. Moore Tire Pros | Mark Wayne Moore, Jackie Ann | 2253 E. Olive Ct. | Springfield | MO | 65802 | (417) 869-2561 |
| M O | R&B TIRE PROS LLC | Kwik Tire Pros | Bill A. Hobbs, Robert Hobbs | 4112 South Kansas Expressway | Springfield | MO | 65807 | (417) 889-5945 |
| MS | Geno's Tire & Alignment, Inc. | Geno's Tire Pros | Manuel F. Geno, III | 3200 W Chambers Dr | Booneville | MS | 38829 | (662) 728-3230 |
| MS | BIG 10 TIRE COMPANY, INC | Big 10 Tire Pros - Clinton | Marcie N. Noah | 105 Midpoint Dr. | Clinton | MS | 39056 | (601) 708-1809 |
| MS | MCCOY'S TIRE APPLIANCE AND FURNITURE, INC. | McCoy's Tire & Appliance Tire Pros | Ann McCoy | 2243 S. Commerce St. | Grenada | MS | 38901 | (662) 226-7212 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
|----|--|------------------------------------|---|-----------------------------|-------------|----|-------|----------------|
| MS | Lil' Tire Shoppe LLC | Lil' Tire Shoppe Tire Pros | David Lawson, Steven E. Dyar, Steven B. Dyar, Kevin L. Dyar | 1900 Broadway Drive | Hattiesburg | MS | 39402 | (601) 450-7801 |
| MS | HOLLAND TIRE CO., INC. | Magnolia Tire Pros | Larry Holland, Barry Holland | 2460 Goodman Road | Horn Lake | MS | 38637 | (662) 342-0194 |
| MS | BIG 10 TIRE COMPANY, INC | Big 10 Tire Pros - Jackson | Marcie N. Noah | 712 S. State St. | Jackson | MS | 39201 | (601) 353-5461 |
| MS | Meggs Tire Service, LLC | Meggs Tire Pros | Jeff Meggs | 106 Veterans Memorial Hwy | Kosciusko | MS | 39090 | 662-289-1544 |
| MS | BIG 10 TIRE COMPANY, INC | Big 10 Tire Pros - Madison | Marcie N. Noah | 110 Dee Drive | Madison | MS | 39110 | (601) 607-5151 |
| MS | ED CHANEY TIRE CENTER, INC. | Ed Chaney Tire Center Tire Pros | Edwin L. Chaney, Jr., Barbara Chaney | 306 22nd Ave. S. | Meridian | MS | 39301 | 601-693-8473 |
| MS | FRIENDLY CITY TIRE AND APPLIANCE COMPANY, INCORPORATED | Friendly City Tire Pros | Albert M. Campbell, III | 1004 Munsford Dr. | New Albany | MS | 38652 | 662-534-7671 |
| MS | BIG 10 TIRE COMPANY, INC | Big 10 Tire Pros - Pearl | Marcie N. Noah | 2560 Highway 80 East | Pearl | MS | 39208 | (601) 939-9955 |
| MS | TOLLESON AUTOMOTIVE, INC | 49 Tire and Auto Service Tire Pros | William C. Tolleson | 1186 Hwy 49 S | Richland | MS | 39218 | (601) 932-6636 |
| MS | BULLDOG TIRE, LLC | R & M Tire Pros | James M. McReynolds, III | 117 Highway 12 West | Starkville | MS | 39759 | 662-323-1026 |
| MS | Kirk's Wheel & Tire, LLC | Kirk's Wheel & Tire Pros | Kirk Necaise | 2216 Kiln-Waveland Rd. | Waveland | MS | 39576 | (228) 467-4731 |
| MT | ANACONDA TIRE AND AUTOMOTIVE, INC. | Anaconda Tire Pros | William ("Willy") McNeill | 1400 East Commercial Avenue | Anaconda | MT | 59711 | (406) 563-8126 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
|----|--|---|---|--------------------------|-------------------|----|-------|----------------|
| NC | TRIPP'S TIRE SERVICE, INC. | Tripp's Tire Pros | Tony B. Tripp | 4187 East Ave. | Ayden | NC | 28513 | (252) 746-3311 |
| NC | BCG INC. | Griffin Tire - Your Neighborhood Tire Pros - Wilkinson Blvd | Bradley Clay Griffin, Sr., Patricia S. Griffin | 6030 Wilkinson Blvd. | Belmont | NC | 28212 | (704) 825-3465 |
| NC | Black Mountain Tire Connection Inc. | Black Mountain Tire Connection Tire Pros | William "Bill" McGee | 199 Padgettown Rd | Black Mountain | NC | 28711 | 828-664-1300 |
| NC | Sturdivant's Tire and Auto, Inc. | Sturdivant's Tire Pros & Auto | Terry L. Sturdivant | 3104 NC Hwy 54 W | Chapel Hill | NC | 27516 | 919-942-4413 |
| NC | BCG INC. | Griffin Tire - Your Neighborhood Tire Pros - Brookshire Blvd | Bradley Clay Griffin, Sr., Patricia S. Griffin | 4600 Brookshire Blvd. | Charlotte | NC | 28216 | (704) 399-6247 |
| NC | BCG INC. | Griffin Tire - Your Neighborhood Tire Pros - Little Rock Road | Bradley Clay Griffin, Sr., Patricia S. Griffin | 2500 Little Rock Road | Charlotte | NC | 28214 | (704) 399-6211 |
| NC | Miller Parts & Paint, Inc. | Dunn Tire Pros | Max Miller | 101 West Divine St. | Dunn | NC | 28334 | 910-892-3153 |
| NC | DURHAM TIRE CENTER INC. | Durham Tire & Auto Tire Pros - Roxboro | Quinton Larry Powell, Wilfred Doyle ("Fred") Hobbie | 2839 N. Roxboro St. | Durham | NC | 27704 | (919) 220-8473 |
| NC | McCormick's Tri-City Tire Sales, Inc. | Tri-City Auto Care Tire Pros | Kenneth McCormick | 1921 Garland St. | Durham | NC | 27705 | (919) 286-7600 |
| NC | TIRE MAX OF GREENSBORO, INC. | Tire Max Tire Pros - Eden | Max Gardner | 406 N Bridge St | Eden | NC | 27288 | 336-864-6606 |
| NC | Wilson Tire and Automotive, Inc. | Wilson Tire Pros & Automotive - Elon | Steven D. Moss, Susan H. Moss | 1807 N. NC Hwy 87 | Elon | NC | 27244 | (336) 584-9638 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
|----|---|--|---|-------------------------------|----------------|----|-------|----------------|
| NC | North Carolina-mohawk Tire Company | Mr. Nobody Tire Pros - Total Auto Care - Long Ave. | Doug Fleming | 501 East Long Ave | Gastonia | NC | 28054 | 704-445-3114 |
| NC | North Carolina-mohawk Tire Company | Mr. Nobody Tire Pros - Total Auto Care - Union Rd. | Doug Fleming | 2691 Union Rd., | Gastonia | NC | 28054 | 704-802-1446 |
| NC | GOLDSBORO TIRE SERVICE INC | Goldsboro Tire Pros | Gerald W. Darden | 317 N. George Street | Goldsboro | NC | 27530 | (919) 735-1321 |
| NC | Wilson Tire and Automotive, Inc. | Wilson Tire Pros & Automotive - Graham | Steven D. Moss, Susan H. Moss | 311 W Harden St | Graham | NC | 27253 | 336-227-8087 |
| NC | CASEY'S TIRE & AUTOMOTIVE, INC. | Casey's Tire Pros & Automotive | Casey Alan ("Alan") Jones | 105 W. Meadowview Rd., Ste. A | Greensboro | NC | 27406 | (336) 274-7265 |
| NC | BALDREE'S TIRE OF HAVELOCK, INC. | Baldree's Tire Pros | Gary Howard Baldree, Sr. | 110 Catawba Rd. | Havelock | NC | 28532 | (252) 444-3600 |
| NC | DOWNTOWN TIRE CENTER, INC. | Downtown Tire Pros | Robert Roland Sr., Leslie Roland | 108 South King St. | Hendersonville | NC | 28792 | (828) 693-1676 |
| NC | TIRE MAX OF GREENSBORO, INC. | Tire Max Tire Pros - Eastchester Dr. | Max Gardner | 2410 Eastchester Dr | High Point | NC | 27265 | 336-815-5999 |
| NC | TIRE MAX OF GREENSBORO, INC. | Tire Max Tire Pros - Greensboro Rd. | Max Gardner | 619 Greensboro Rd | High Point | NC | 27260 | 336-517-2777 |
| NC | Holly Ridge Tire, Inc. | Holly Ridge Tire Pros | Maxton R. Sholar | 118 US Hwy 17 S. | Holly Ridge | NC | 28445 | (910) 329-8473 |
| NC | MODERN TIRE SERVICE OF JACKSONVILLE, INC. | Modern Tire Service Tire Pros | James W. Hudler, Patrick W. Hudler, Sr. | 606 Richlands Highway | Jacksonville | NC | 28540 | (910) 455-2818 |
| NC | PINEY GREEN TIRE & AUTO, INC. | Piney Green Tire Pros | Leonard Brownley | 1476 Piney Green Road | Jacksonville | NC | 28546 | (910) 353-1500 |

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|----|-------------------------------------|--|---|-----------------------|-----------|----|-------|----------------|
| NC | Liberty Tire and Auto, Inc. | Liberty Tire & Auto Tire Pros | Keith Slusher, Lynn Routh | 232 N. Greensboro St. | Liberty | NC | 27298 | (336) 622-2248 |
| NC | TIRE MAX OF GREENSBORO, INC. | Tire Max Tire Pros - Madison | Max Gardner | 706 Burton St | Madison | NC | 27025 | 336-517-2400 |
| NC | Wilson Tire and Automotive, Inc. | Wilson Tire Pros & Automotive - Mebane | Steven D. Moss, Susan H. Moss | 7623 Highway 70 East | Mebane | NC | 27302 | 919-563-5951 |
| NC | DRAKE ENTERPRISES OF MONROE INC. | Roadmaster Tire Pros | Gary M. Drake | 1670 Lynn Street 64 | Monroe | NC | 28110 | (704) 283-7496 |
| NC | Tires Plus, Inc. of Morganton | Tires Plus Tire Pros of Morganton | Donna Lefevers | 1255 Burkemont Ave. | Morganton | NC | 28655 | 828-448-0401 |
| NC | AVERY COUNTY RECAPPING, COMPANY INC | Avery Tire Pros | James H. ("Hank") Phillips, John w. | 405 Linville Street | Newland | NC | 28657 | (828) 733-0161 |
| NC | SCOTT'S TIRE INCORPORATED | Scott's Tire Pros & Service Center | Harold Ray Scott, Charlotte Marie | 8407 NC Highway 72 | Pembroke | NC | 28372 | (910) 522-1010 |
| NC | WMB of Wake County, Inc. | Glenwood Village Tire Pros | William Bryant "Bryan" Barker | 2601 Glenwood Ave. | Raleigh | NC | 27608 | 919-782-0419 |
| NC | WMB OF NORTH HILLS, INC. | North Hills Tire Pros | William Michael Barker, Kimberly Kent Barker | 4359 Six Forks Rd. | Raleigh | NC | 27609 | 919-787-2432 |
| NC | Cardinal Tire, LLC | Cardinal Tire Pros | Stephen Lee, ML GROUP LLC, Jacob Hershberger, Ryan Eicher, Joseph Hershberger; steve@cardinaltire.com - Stephen | 2515 Statesville Blvd | Salisbury | NC | 28147 | 704-857-0280 |

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| NC | Mac Tire, Inc. | Mac Tire Pros | Justin Eric McPherson ("Eric") | 601 W. Greensboro-Chapel Hill Rd. | Snow Camp | NC | 27349 | (336) 376-3062 |
| NC | TIRE MAX OF GREENSBORO, INC. | Tire Max Tire Pros - Stokesdale | Max Gardner | 7705 NC Highway - 68 | Stokesdale | NC | 27357 | 336-517-2900 |
| NC | TIRE MAX OF GREENSBORO, INC. | Tire Max Tire Pros - Summerfield | Max Gardner | 4420 US Highway 220 N | Summerfield | NC | 27358 | 336-815-4999 |
| NC | BATTLE, ANTHONY D. | Battlefield Tire Pros | Anthony D. ("Tony") Battle | 103 Norris Rd. | Swansboro | NC | 28584 | (910) 326-3095 |
| NC | TIRES PLUS INC. OF VALDESE | Tires Plus, Inc. of Valdese | Ronnie D. Lefevers | 1375 U.S. Hwy 70 West | Valdese | NC | 28690 | (828) 874-2445 |
| NC | DUKE'S MANAGEMENT INC. | Duke's Tire Pros | Tracey S. Duke | 719 South 17th Street | Wilmington | NC | 28401 | (910) 763-8199 |
| NE | LONG, KENT | Long's OK Tire Pros | Kent Long | 770 Washington | Blair | NE | 68008 | 402-426-8636 |
| NE | TROTTER INCORPORATED | Trotter's Tire Pros - Broken Bow | James A. Trotter | 2990 South E Street | Broken Bow | NE | 68822 | (308) 872-6801 |
| NE | GAVER TIRE AND AUTO CENTER, INC. | Gaver Tire Tire Pros - Columbus | Jason S. Gaver, Kelly Gaver | 704 23rd. St. | Columbus | NE | 68601 | (402) 564-1866 |
| NE | Tredz Central, LLC | Tredz Central Tire Pros | Ron Preston, Kurt Kechely | 3200 US Highway 77 | Cortland | NE | 68331 | (402) 791-2004 |
| NE | KOPLIN AUTO CARE, LLC | Koplin Auto Care & Tire Pros | Shane Zoucha, Cory Zoucha | 2075 E 23rd St | Fremont | NE | 68025 | 402-721-0596 |
| NE | OBERMILLER & MILLER, LLC | Miller Tire & Service Tire Pros | Adam Miller & Jama Obermiller | 707 N. Eddy St. | Grand Island | NE | 68801 | (308) 675-2445 |

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|----|---------------------------------------|---------------------------------------|---|--------------------------|--------------|----|-------|----------------|
| NE | TJ NELSON, INC. | Rapid Lube Tire Pros | Jerry Nelson, Tammy Nelson | 404 Hancock St, | Holdrege | NE | 68949 | 308-995-8983 |
| NE | KEARNEY TIRE and AUTO SERVICE COMPANY | Kearney Tire & Auto Service Tire Pros | Donald Jaeschke | 801 East 25th Street | Kearney | NE | 68847 | (308) 237-5534 |
| NE | BIG RED TIRE, INC | Big Red Tire Pros | Dan Kester, Lynda Kester, Landon Kester, Austin Kester | 4900 Old Cheney Road | Lincoln | NE | 68516 | (402) 420-6100 |
| NE | LICHTENBERG TIRE SERVICE, INC. | Lichtenberg Tire Pros | Ryan Lichtenberg | 1110 West Hwy 275 | Neligh | NE | 68756 | (402) 887-4639 |
| NE | MODERN MUFFLER, INC. | Modern Tire Pros | Gary J. Jones, Judy Lynn Jones | 1402 S. Jeffers St. | North Platte | NE | 69101 | (308) 532-1213 |
| NE | A & D, INC | Marion Tire Pros | Joeseeph D. Archer, Susan A. Archer | 5028 NW Radial Hwy. | Omaha | NE | 68104 | 402-553-9393 |
| NE | CONNOT TIRE SERVICE, LLC | Connot Tire Pros | Connor Connot, Samantha ("Sam") Connot | 49377 Pioneer Rd | O'Neil | NE | 68763 | 402-336-3609 |
| NE | TROTTER'S WHOA & GO PLAZA, LLC | Trotter's Tire Pros - Ord | James Trotter, Thomas Kruml | 1111 2nd St. | Ord | NE | 68862 | (308) 728-5550 |
| NE | GAVER TIRE AND AUTO CENTER, INC. | Gaver Tire Tire Pros - Silver Creek | Jason S. Gaver, Kelly Gaver | 210 Vine St. | Silver Creek | NE | 68663 | 402-416-8353 |
| NE | PIT STALL, INC. | Pit Stall Tire Pros | Gregg W. Perrett | 221 West Highway 20 | Valentine | NE | 69201 | 402-376-1830 |
| NE | PENNER'S TIRE & AUTO, INC. | Penner's Tire Pros | Clarence Hoffman, Carolyn Hoffman, Charles Hoffman, Derek Fenster | 903 North Lincoln Avenue | York | NE | 68467 | (402) 362-5577 |

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|--------|-------------------------------------|-----------------------------------|---|------------------------------|--------------|----|-------|----------------|
| NJ | THIRTY-TWO WEST CLINTON CORPORATION | Freeway Automotive Tire Tire Pros | Anthony Porfido | 32 W. Clinton St. | Dover | NJ | 07801 | (973) 366-7779 |
| NJ | RWFTP, LLC | Freehold Tire Pros | Joe Vecchio, Colleen Vecchio | 10 Center Street | Freehold | NJ | 07728 | 732-462-0565 |
| NJ | SAMBRI ENTERPRISES, LLC | Professional Tire Pros | Gerard ("Rod") Gordon, Susan Gordon | 60 Hampton House Rd | Newton | NJ | 07860 | (973) 383-6777 |
| N M | LOYA, JOSE | Alberto's Tire Pros | Jose Loya | 2500 Isleta Blvd. SW | Albuquerque | NM | 87105 | (505) 873-4974 |
| N M | HIGH PERFORMANCE, INC. | 4 Corners Tire Pros & Auto Care | Matthew Gallegos, Candace Gallegos | 4650 East Main Street | Farmington | NM | 87402 | (505) 325-3583 |
| N M | AJ TIRES, LLC | AJ's Tire Pros | Tannin Cash, Kory Cash, Todd Cash, Ernest Padilla | 500 West Maloney Ave. | Gallup | NM | 87301 | 505-722-6965 |
| N M | GRANTS DELTA TIRE, LLC | Delta Tire Pros - Gallup | Tannin Cash, Kory Cash, Todd Cash, Bryan Campo | 501 US – 491 | Gallup | NM | 87301 | 505-722-2945 |
| N M | GRANTS DELTA TIRE, LLC | Delta Tire Pros - Grants | Tannin Cash, Kory Cash, Todd Cash, Bryan Campo | 833 East Santa Fe Ave | Grants | NM | 87020 | 505-287-7946 |
| N M | TIRECENTER PLUS, INC. | Tire Center Plus Tire Pros | Joseph Ikard, Michael Schuetty | 1165 El Paseo Rd. | Las Cruces | NM | 88001 | (575) 525-0851 |
| N M | Lovington Tire Service, LLC | Lovington Tire Pros | Anthony ("Tony") Spencer | 1011 E Avenue D | Lovington | NM | 88260 | 575-396-1691 |
| N M | 1021 Mechem, LLC | Hometown Tire Pros | Bradley "Bo" Dunagin, Candice Dunagin, Misty Fletcher, Jessie Davis | 1021 Mechem Dr. | Ruidoso | NM | 88345 | 575-258-2100 |
| NV | TIRES BY RALPH, INC. | Ralph's Tire Pros | Ralph C. Mortenson, Sonia Mortenson | 1581 Foothill Drive, Suite C | Boulder City | NV | 89005 | (702) 294-8473 |

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|----|-----------------------------------|--------------------------------------|---|---------------------------|--------------------|----|-------|----------------|
| NV | MANR Enterprises | Carson City Tire Pros | Raul Huerta | 119 Hot Springs Rd. | Carson City | NV | 89706 | 775-882-7767 |
| NV | RMS Tire Store, LLC | C Bar R Tire Pros | Marc. A Williams | 1800 S Taylor St | Fallon | NV | 89406 | 775-423-3242 |
| NV | WITTEN TIRE COMPANY, LTD. | Drew's Tire Pros and Automotive | Andrew Witten | 1301 East Highway 372 | Pahrump | NV | 89048 | (775) 727-8000 |
| NV | Big Dog Wheel and Tire, LLC | Reno Tire Pros | Ronald Klonicke, Kathleen Klonicke | 1195 East 4th Street | Reno | NV | 89512 | (775) 233-6179 |
| NY | VMS 43-20, LLC | M.I.C Tire Pros at Astoria Shell | Hamza Ozkumru, Huseyin Ozkumru | 43-20 Astoria Blvd. | Astoria | NY | 11103 | 718-728-3553 |
| NY | COMPUTERATION, INC | 2 in 1 Auto Center Tire Pros | Bruce Koren, Jonathan Koren | 1800 Coney Island Ave. | Brooklyn | NY | 11230 | (718) 377-4300 |
| NY | Valley Tire Co., Inc. | Valley Tire Pros - #58 | Jim Stankiewicz | 47 Lake Shore Dr. | Dunkirk | NY | 14048 | 716-366-6500 |
| NY | HEWLETT HOUSE OF TIRES CORP. | Hewlett House of Tires the Tire Pros | Kurt Johnson | 1740 Rockaway Ave. | Hewlett | NY | 11557 | (516) 593-2200 |
| NY | ALL WEATHER TIRES, LLC | All Weather Tire Pros | Charlie Bifulco, Jr., James Bifulco, Gary Bifulco | 100 Depot Rd | Huntington Station | NY | 11746 | 631-673-0942 |
| NY | WE LOVE TO FIX FLATS, INC. | Tire Discount Center Tire Pros | Dennis Schum, Antonietta Schum | 3914 Hempstead Turnpike | Levittown | NY | 11756 | (516) 731-1331 |
| NY | VMS 68-31 LLC | Pace Tire & Auto Tire Pros | Lawrence Vollano, Hamza Ozkumru | 68-31 Eliot Ave | Middle Village | NY | 11379 | 718-779-3500 |
| NY | Valley Tire Co., Inc. | Valley Tire Pros - #90 | Jim Stankiewicz | 226 N Union St. | Olean | NY | 14760 | 716-372-5981 |
| NY | Tire Town Automotive Center, Inc. | Tire Town Tire Pros | Joseph Gallogly | 236 North Long Beach Road | Rockville Centre | NY | 11570 | (516) 766-3008 |

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|----|---|---|--|---------------------|---------------|----|-------|----------------|
| NY | TIRE CITY INC. | Tire City Tire Pros | Michael Flynn, Joseph Flynn | 1015 Montauk Hwy | Shirley | NY | 11967 | 631-281-0257 |
| NY | WIL-JOHN'S TIRE EMPIRE INC. | Wil-John's Tire Pros | Robert Gullery | 2044 Hylan Blvd. | Staten Island | NY | 10306 | (718) 980-1000 |
| OH | VAN'S TIRE OF E MARKET, LLC | Van's Tire Pros of E. Market | Joshua Baughman | 1725 E Market St | Akron | OH | 4430 | 330-784-5454 |
| OH | VAN'S TIRE OF CANTON RD, LLC | Van's Tire Pros of Ellet | Joshua Baughman | 682 Canton Rd | Akron | OH | 44312 | 330-784-7740 |
| OH | VANS TIRE OF WATERLOO RD, LLC | Van's Tire Pros Waterloo Rd | Joshua Baughman | 449 E Waterloo Rd. | Akron | OH | 44319 | 330-724-7400 |
| OH | VAN'S TIRE & BRAKE OF ALLIANCE, LLC | Van's Tire Pros of Alliance | Philip Biscan | 456 E. State Street | Alliance | OH | 44601 | 330-821-7799 |
| OH | JOE'S TIRE, LLC | Joe's Tire Pros – Barnesville | ML GROUP LLC, Jacob Hershberger, Ryan Eicher, Joseph Hershberger | 875 Shamrock Dr | Barnesville | OH | 43713 | 740-425-6000 |
| OH | SPECK SALES INCORPORATED | Speck Sales Tire Pros | Terry Speck, Bruce Speck, Esther Speck | 17746 N. Dixie Hwy. | Bowling Green | OH | 43402 | (419) 353-8312 |
| OH | VANS TIRE OF BROOKPARK, LLC | Van's Tire Pros of Brook Park | Joshua Baughman | 14671 Snow Road, | Brook Park | OH | 44142 | 216-898-5800 |
| OH | BUCKEYE TIRE & SERVICE, INC. | Buckeye Tire Pros | David Frame, John Willison | 629 Steubenville | Cambridge | OH | 43725 | (740) 439-4491 |
| OH | VAN'S TIRE OF PLAIN TWP, LLC | Van's Tire Pros of Plain TWP | Philip Biscan | 2312 Columbus Rd NE | Canton | OH | 44705 | 330-617-1455 |
| OH | Best Buy Tire & Automotive Service, LLC | Best Buy Tire Pros & Automotive Service | Doug Novosel, Mike Cander | 4890 Superior Ave. | Cleveland | OH | 44103 | (216) 432-2080 |

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| OH | COSHOCTON CITY TIRE, LLC | Coshocton City Tire Pros | Tracy Frame, Tim Brennan | 110 West Pine St. | Coshocton | OH | 43812 | 740-622-7993 |
| OH | VAN'S TIRE OF CUYAHOGA FALLS, LLC | Van's Tire Pros of Cuyahoga | Joshua Baughman | 4005 State Road | Cuyahoga Falls | OH | 44233 | |
| OH | Van's Tire of Iberia, LLC | Van's Tire Pros - Iberia | Joshua Baughman | 3594 St. Rt 309 | Ibaria | OH | 4332 | (419) 468-1777 |
| OH | BIRSIC, GEORGE | Lakewood Tire Pros | George Birsic | 13740 Madison Ave. | Lakewood | OH | 44107 | (216) 221-7969 |
| OH | CITY TIRE SERVICE OF NORTHEAST OHIO, LLC | City Tire Pros - Macedonia | David Frame, Timothy Brennan | 854 East Aurora Road | Macedonia | OH | 44056 | 330-468-0521 |
| OH | MAVERICK AUTO SERVICES, LLC | Van's Tire Pros - Mansfield | Joshua Baughman | 801 Lexington Ave | Mansfield | OH | 44907 | (419) 529-0865 |
| OH | DISCOUNT TIRE OUTLET, LLC | Discount Tire Outlet Tire Pros | Russell L. Boughman | 2034 Southway St. | Massillon | OH | 44646 | (330) 832-4858 |
| OH | VANS TIRE OF MEDINA RD, LLC | Van's Tire Pros of Medina Rd. | Joshua Baughman | 1451 Medina Rd. | Medina | OH | 44256 | 330-239-2371 |
| OH | DEMPSTER TIRE SALES, INC. | Dempster Tire Pros | Richard Dempster | 135 N. Verity Pkwy | Middletown | OH | 45042 | 513-422-6354 |
| OH | CITY TIRE SERVICE OF NORTHEAST OHIO, LLC | City Tire Pros - Massillon | David Frame, Timothy Brennan | 3425 Lincoln Way E | Mssillon | OH | 44646 | 330-468-0521 |
| OH | MAVERICK AUTO SERVICES, LLC | Van's Tire Pros - North Ridgeville | Joshua Baughman | 37775 Center Ridge Road | North Ridgeville | OH | 44039 | (440) 327-7010 |
| OH | THE TIRE OUTLET, INC. | Northfield Tire Pros | Raymond A. Vanaman | 10256 Northfield Rd. | Northfield | OH | 44067 | (330) 467-9001 |
| OH | VAN'S TIRE OF NORWALK, LLC | Van's Tire Pros of Norwalk | Joshua Baughman | 2874 State Route 61 | Norwalk | OH | 44857 | |

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|----|-------------------------------------|--|--|--------------------------------|-------------------|----|-------|----------------|
| OH | FEDERICO TIRE, INC. | Federico Tire & Service Tire Pros | James A. Federico | 71 S. State St. | Painesville | OH | 44077 | (440) 354-2522 |
| OH | VANS TIRE OF PARMA, LLC | Van's Tire Pros of Parma | Joshua Baughman | 7701 Day Dr | Parma | OH | 44129 | |
| OH | YORKTOWN AUTOMOTIVE CENTER, INC. | Yorktown Service Plaza Tire Pros | Douglas D. Shull | 6177 Pearl Rd. | Parma Heights | OH | 44130 | (440) 885-2222 |
| OH | VANS TIRE OF MOHICAN, LLC | Van's Tire Pros of Mohican | Joshua Baughman | 2584 County Road 1075, Ashland | Perrysville | OH | 44864 | 419-938-6098 |
| OH | CSI TIRE LLC | Salem Tire Pros & Auto Service | Kyle Cranmer, James Stockton | 2300 E. State St. | Salem | OH | 44460 | (330) 337-9993 |
| OH | VANS TIRE OF SHEFFIELD LLC | Van's Tire Pros of Sheffield | Joshua Baughman | 5207 Detroit Rd., | Sheffield Village | OH | 44054 | 440-517-1587 |
| OH | R&R TIRE LLC | Joe's Tire Pros – St. Clairsville | ML GROUP LLC, Jacob Hershberger, Ryan Eicher, Joseph Hershberger | 52121 Naiton Rd. E | St. Clairsville | OH | 43950 | 740-695-0300 |
| OH | MAVERICK AUTO SERVICES, LLC | Van's Auto Service & Tire Pros - Wadsworth | Joshua Baughman | 185 Broad St. | Wadsworth | OH | 44281 | 330-336-6330 |
| OH | LAKE COUNTY BRAKE & FRONT END, INC. | Lake County Brake & Front End Tire Pros | Dennis R. Cendrowski | 31116 Vine St | Willowick | OH | 44095 | 440-585-4466 |
| OH | VANS TIRE OF WOOSTER, LLC | Van's Tire Pros of Wooster | Joshua Baughman | 210 S Buckeye St | Wooster | OH | 44691 | 330-262-6800 |
| OH | CITY TIRE SERVICE, INC. | City Tire Pros - Zanesville | David Frame | 1800 East Pike | Zanesville | OH | 43701 | 740-452-7512 |
| OK | SAME DAY AUTO REPAIR, INC. | Tire Pros and Same Day Auto Repair - Bixby | Daniel Smith | 11121 S. Memorial Dr. | Bixby | OK | 74008 | 918-369-6453 |
| OK | SAME DAY AUTO REPAIR, INC. | Tire Pros and Same Day Auto Repair - Claremore | Daniel Smith, Tina Smith | 625 West Will Rogers Blvd. | Claremore | OK | 74017 | (918) 341-5804 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
|----|---------------------------------|--|--|------------------------|---------------|----|-----------|----------------|
| OK | MOTION TIRE COMPANY LLC | Motion Tire Pros - Elk City | Hutchinson Oil Company LLC (David Hutchinson); Neil Coy, | 1703 South Main St., | Elk City | OK | 7364 4 | 580-339-0914 |
| OK | SAME DAY AUTO REPAIR, INC. | Tire Pros and Same Day Auto Repair - Glenpool | Daniel Smith | 14952 S. Broadway | Glenpool | OK | 7403 3 | 918-384-0028 |
| OK | STANDRIDGE TIRE CENTER AND AUTO | Standridge Tire Pros | Jeff Reed | 101 North Ash | Paul's Valley | OK | 7307 5 | (405) 238-5341 |
| OK | SAME DAY AUTO REPAIR, INC. | Tire Pros and Same Day Auto Repair - Sand | Daniel Smith | 100 S. Adams Rd. | Sand Springs | OK | 7406 3 | 918-245-3493 |
| OK | MOTION TIRE COMPANY LLC | Motion Tire Pros - Sayre | Hutchinson Oil Company LLC (David Hutchinson); Neil Coy, | 104 S. El Dorado Ave., | Sayre | OK | 7366 2 | 580-928-3616 |
| OK | SAME DAY AUTO REPAIR, INC. | Tire Pros and Same Day Auto Repair - E | Daniel Smith | 2213 E 61st St. | Tulsa | OK | 7413 6 | 918-960-2022 |
| OK | SAME DAY AUTO REPAIR, INC. | Tire Pros and Same Day Auto Repair - Sheridan Rd | Daniel Smith | 3220 S. Sheridan Rd. | Tulsa | OK | 7414 5 | 918-384-0028 |
| OK | SAME DAY AUTO REPAIR, INC. | Tire Pros and Same Day Auto Repair - W | Daniel Smith | 6130 W. 41st | Tulsa | OK | 7410 7 | 918-447-3493 |
| OK | MOTION TIRE COMPANY LLC | Motion Tire Pros - Woodward | Hutchinson Oil Company LLC (David Hutchinson); Neil Coy, | 3410 Oklahoma Ave. | Woodward | OK | 7380 1 | 580-754-2055 |
| OR | SOUTH PACIFIC AUTO SALES INC. | South Pacific Tire Pros | Brady Sell, Stacie Shank, Allison Swanson | 5040 Pacific Blvd SW | Albany | OR | 9732 1 | 541-924-1163 |
| OR | SKBASEY, INC. | South Coast Tire Pros | Samuel "Sam" Basey, Kelley Basey | 2764 Oregon Avenue, SW | Bandon | OR | 9741 1 | (541) 347-2459 |

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| OR | JB TIRES, INC. | Jim Bacon's Tire Pros & Auto Service | James D. Bacon, Peggy L. Bacon | 11070 SW Canyon Road | Beaverton | OR | 97005 | (503) 646-9113 |
| OR | BEND TIRE COMPANY LLC | Bend Tire Pros | Jacob Gump | 20571 Empire Ave. | Bend | OR | 9770 | 541-639-5242 |
| OR | Tom's Bulldog Automotive, Inc. | Tom's Tire Pros | Tom Watson, Erin Watson | 63075 Highway 101 | Coos Bay | OR | 97420 | (541) 269-0399 |
| OR | ON SITE TIRE SERVICE LLC | On Site Tire Pros & Brake Repair | Luis Jimenez | 3619 Pacific Ave | Forest Grove | OR | 97116 | 971-732-9513 |
| OR | BP ENTERPRISES LLC | Grants Pass Tire Pros | Ben Pearson | 705 Union Avenue | Grants Pass | OR | 97527 | 541-373-7532 |
| OR | ADVANTAGE TIRE, INC. | Advantage Tire Pros | David Boettcher, Trisha Boettcher | 2930 N. Pacific Highway | Medford | OR | 97501 | 541-618-8667 |
| OR | BLUE MOUNTAIN TIRES, INC. | Blue Mountain Tire Pros | Herman L. Jones | 85683 Highway 11 | Milton Freewater | OR | 97862 | (541) 938-2000 |
| OR | Ron Dirkes | The Shop Tire Pros | Ron Dirkes | 238 SW Court Avenue | Pendleton | OR | 97801 | (541) 276-8949 |
| OR | PHOENIX AUTOMOTIVE CENTER, INC. | Phoenix Auto Center Tire Pros | Stan D. Bartell | 611 N. Main St. | Phoenix | OR | 97535 | (541) 535-3361 |
| OR | AUTOMOTIVE OUTFITTERS LLC | Automotive Outfitters Tire Pros | Troy Cooper, Keeley Cooper | 8324 SE Foster Road | Portland | OR | 97266 | 503-772-0654 |
| OR | GARY'S AUTO CARE, INC. | Gary's Auto Care & Tire Pros | Jeffrey Greenberg | 233 NE Columbia Blvd. | Portland | OR | 97211 | (503) 286-9851 |
| OR | CAUDILL INC. | Metro Car Care Tire Pros | Kirk Caudill | 10040 SW Capitol Hwy. | Portland | OR | 97219 | (503) 244-6404 |
| OR | REDMOND AUTO SERVICE, LLC | Redmond Auto Service Tire Pros | Trent Messinger, Heather Messinger | 426 NW 6th Street | Redmond | OR | 97756 | (541) 548-2696 |

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| OR | BP ENTERPRISES LLC | Roseburg Tire Pros | Ben Pearson | 1735 NE Diamond Lake Blvd. | Roseburg | OR | 97470 | 541-236-2635 |
| OR | RYAN HAZELBAKER | Cascade Tire Pros | Ryan Hazelbaker | 1795 12 Street SE | Salem | OR | 9730 | (503) 581-3461 |
| PA | Valley Tire Co., Inc. | Valley Tire Pros - #50 | Jim Stankiewicz | 1122 Weschler Ave. | Erie | PA | 16502 | 814-454-7999 |
| PA | CENTER EXIT TIRE, LLC | Center Exit Tire Pros | Scott Olszanski | 100 Pleasant Drive | Aliquippa | PA | 15001 | (724) 378-3126 |
| PA | J & T Tire Company, Inc. | J & T Tire Pros & Auto Service | James J. Price | 3304 William Flynn Hwy. | Allison Park | PA | 15101 | (412) 486-3997 |
| PA | SCOTTO'S TIRE INC. | Bruce Brothers Tire Pros | Scott W. Bruce | 100 Hillside Dr. | Bethel Park | PA | 1510 | (412) 835-5511 |
| PA | BIG G TIRE COMPANY, INC. | Big G Tire Pros - Bridgeville | Joseph Rice, Patricia Rice | 1110 Washington Pike | Bridgeville | PA | 15017 | (412) 221-0705 |
| PA | MERRICK & FAIR, INC. | More Than Tires Tire Pros | H. W. Fair, Richarg G. Merrick, Christopher A. Fair, Robert | 901 Walnut Bottom Rd. | Carlisle | PA | 17015 | (717) 243-0905 |
| PA | The Tire Mart, Inc. | Tire Mart Tire Pros | Greg Sharrar | 4914 Jonestown Rd. | Harrisburg | PA | 17109 | 717-545-3756 |
| PA | Valley Tire Co., Inc. | Valley Tire Pros - #21 | Jim Stankiewicz | 1126 Franklin Rd. | Jackson Center | PA | 16133 | 724-662-1597 |
| PA | Zimmerman's Automotive Service, Inc. | Zimmerman Automotive Tire Pros | Jay Zimmerman, Paul Zimmerman & Judy Walter | 2234 South Market Street | Mechanicsburg | PA | 17055 | 717-766-7656 |
| PA | BIG G TIRE COMPANY, INC. | Big G Tire Pros - Monongahela | Joseph Rice, Patricia Rice | 501 W. Main Street | Monongahela | PA | 15063 | (724) 258-6616 |

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| PA | WEST TIRE CO. INC. | West Tire Pros & Auto Center | Richard D. West | 425 E. Maiden St. | Washington | PA | 15301 | (724) 225-2600 |
| PA | C & S DISCOUNT TIRE, INC. | C & S Tire Pros | Curtis A. Price | 1080 East High Street | Waynesburg | PA | 15370 | 724-627-5766 |
| SC | JACK ROGERS TIRE, INC. | Jack Rogers Tire Pros | James H. Rogers, Virginia R. Johnson | 1724 Richland Ave. E. | Aiken | SC | 29801 | 803-648-6163 |
| SC | WELBORN TIRE AND AUTOMOTIVE, INC. | Welborn Tire Pros & Automotive | Wesley Gerald Welborn, Jr., Robert | 1114 Salem Church Rd. | Anderson | SC | 29625 | (864) 224-6386 |
| SC | Polson, Inc. | All Pro Tire & Lube Tire Pros | Michael Lofstedt, Susan Lofstedt | 10 Kittes Landing Road | Bluffton | SC | 29910 | 843-815-5823 |
| SC | FASTLAP, LLC | Hay Tire Pros - Charleston | Nieves "Ned" Aguilar | 444 Savannah Highway | Charleston | SC | 29407 | 843-556-8473 |
| SC | Robert A. Gwinn | Gwinn's Tire Pros | Robert A. Gwinn | 435 Gentry Memorial Hwy. | Easley | SC | 29640 | 864-859-3671 |
| SC | ROBBINS TIRE SERVICE, INC. | Robbins Tire Pros & Alignment | Hugh R. Robbins, III | 225 North Washington Ave | Greenville | SC | 29611 | 864-269-1131 |
| SC | WARREN'S TIRES ON WHEELS, LLC | Warren's Tires on Wheels Tire Pros | Warren J. Smith | 107 Webb Road | Greenville | SC | 29607 | (864) 675-6450 |
| SC | River Rock Tire, LLC | River Rock Tire Pros | Ryan Kaiser | 11841 Asheville Hwy | Inman | SC | 29349 | 864-472-2001 |
| SC | JDD III ACQUISITIONS, LLC | Tire Exchange of the Carolinas Tire Pros | John D. Dennis, III, Jason A. Dennis | 514 North Main Street | Mauldin | SC | 29662 | (864) 288-3031 |
| SC | FASTLAP, LLC | Hay Tire Pros - Moncks Corner | Nieves "Ned" Aguilar | 425 North Highway 52 | Moncks Corner | SC | 29461 | 843-761-8473 |

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| SC | FASTLAP, LLC | Hay Tire Pros - Mt. Pleasant | Nieves "Ned" Aguilar | 606 Johnnie Dodds Blvd. | Mt. Pleasant | SC | 29464 | 843-881-0136 |
| SC | B AND B TIRE AND WHEEL, INC. | B&B Tire Pros & Auto Care | David Best | 737 Riverview Road | Rock Hill | SC | 29730 | 803-366-3133 |
| SD | FUTURE IN TIRE, INC. | Bargain Barn Tire Pros - East | James A. ("Jim") Heil, Carol R. Heil | 1610 Campbell Street | Rapid City | SD | 57701 | (605) 721-5427 |
| SD | HEIL TIRES, INC. | Bargain Barn Tire Pros - West | James A. ("Jim") Heil, Carol R. Heil | 1811 Deadwood Avenue N. | Rapid City | SD | 57702 | (605) 399-3917 |
| SD | TTT, INC. | Tires, Tires, Tires Tire Pros - Minnesota Ave. | Daniel J. Nothdurft, Dale Nothdurft | 2317 S. Minnesota Ave. | Sioux Falls | SD | 57105 | (605) 271-8800 |
| SD | TTT, INC. | Tires, Tires, Tires Tire Pros - St. Michaels Cir. | Daniel J. Nothdurft, Dale Nothdurft | 1720 S Saint Michaels Cir | Sioux Falls | SD | 57106 | (605) 271-8814 |
| SD | J and L Heil Investments, Inc. | Sturgis Tire Pros | James Heil, Larry Heil | 2324 Junction Ave. | Sturgis | SD | 57785 | (605) 720-8315 |
| TN | NR AUTOMOTIVE, INC. | AutoPro Tires & Service Tire Pros - Alcoa | Logan Leslie | 262 Gill Street | Alcoa | TN | 37701 | |
| TN | NR AUTOMOTIVE, INC. | Arlington Automotive Tire Pros | Logan Leslie | 5769 Airline Rd., | Arlington | TN | 38002 | 901-867-3305 |
| TN | AGCENTRAL FARMERS COOPERATIVE | AgCentral Tire Pros - Athens | John Walker, Jeff Crisp, Brent Best, Howard Hornsby, Steve Harrison, Jonathan Pierce | 920 North Congress Parkway | Athens | TN | 37303 | (423) 745-0443 |
| TN | Vallis Automotive Centers LLC | Mid-South Auto Center Tire Pros | Michael Vallis, Nicholas Vallis | 122 Dixon Springs Hwy | Carthage | TN | 37030 | 615-735-0211 |
| TN | QUALITY TIRE CENTER, INC. | Quality Tire Pros | Thomas R. Eberle | 322 Cherokee Blvd. | Chattanooga | TN | 37405 | (423) 267-9715 |

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| TN | Gregory M. Tindall | GT Discount Tire Pros | Gregory M. Tindell | 2902 Andersonville Hwy | Clinton | TN | 37716 | (865) 494-0361 |
| TN | JEFFERSON FARMERS COOPERATIVE | Jefferson Farmers Co-Op Tire Pros | Mark Pettit | 106 Highway 92 South | Dandridge | TN | 37725 | 865-397-3434 |
| TN | JOHNSON, ANTHONY ("TONY") | Eagle Tire Pros | Anthony ("Tony") Johnson | 210 Indian Mound Circle | Jacksboro | TN | 37757 | (423) 566-8473 |
| TN | BARNES TIRE & SERVICE CENTER, L.L.C. | Barnes Tire & Service Centers Tire Pros | Walter Richard Barnes, Sr. ("Richard"), Connie C. Barnes | 180 Cornerstone Dr. | Jasper | TN | 37347 | 423-942-4074 |
| TN | DAVID'S COMMERCIAL TIRE INC. | David's Tire & Service Tire Pros | David Porterfield, Shirley Porterfield, Robert Porterfield | 4625 Rutledge Pike | Knoxville | TN | 37914 | (865) 524-2659 |
| TN | W&D HALLS SERVICE CENTER, INC. | Halls Service Center Tire Pros | David A. Lowery | 3725 Cunningham Rd. | Knoxville | TN | 37918 | (865) 922-7567 |
| TN | NR AUTOMOTIVE, INC. | National Auto Parts Tire and Auto Repair Tire Pros | Logan Leslie | 4473 Clinton Hwy | Knoxville | TN | 37912 | 865-687-6061 |
| TN | NR AUTOMOTIVE, INC. | RT Clapp Automotive Tire Pros | Logan Leslie | 2045 E Magnolia Ave | Knoxville | TN | 37917 | 865-524-1241 |
| TN | AGCENTRAL FARMERS COOPERATIVE | AgCentral Tire Pros - Loudon | John Walker, Jeff Crisp, Brent Best, Howard Hornsby, Steve Harrison, Jonathan Pierce | 2084 W. Lee Hwy. | Loudon | TN | 37774 | (865) 458-2057 |
| TN | AGCENTRAL FARMERS COOPERATIVE | AgCentral Tire Pros - Maryville | John Walker, Jeff Crisp, Brent Best | 1514 W. Broadway Ave. | Maryville | TN | 37801 | (865) 982-2761 |
| TN | NR AUTOMOTIVE, INC. | AutoPro Tires & Service Tire Pros - Maryville | Logan Leslie | 415 Home Ave | Maryville | TN | 37801 | |

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| TN | HOLT TIRE SERVICE INC. | Holt Tire Pros | William ("Bill") Holt, Jr., Elroy ("Bubba") C. Holt | 572 S. Mendenhall Rd. | Memphis | TN | 38117 | (901) 682-7030 |
| TN | Mitchell, Glenn Wilson | Bud's Tire Pros | Glenn Wilson (Bud) Mitchell | 3600 E. Main St. | Murfreesboro | TN | 37127 | (615) 896-8473 |
| TN | C & D TIRE SERVICE & SALES INC. | C & D Tire Pros | Gerald Moore | 164 Fairbanks Rd. | Oak Ridge | TN | 37830 | (865) 483-7455 |
| TN | HOLLINGSWORTH TIRE & FUEL, L.L.C. | Hollingsworth Tire Pros | Mark Hollingsworth | 498 Industrial Dr. | Springfield | TN | 37172 | (615) 384-2451 |
| TN | AGCENTRAL FARMERS COOPERATIVE | AgCentral Tire Pros - Sweetwater | John Walker, Jeff Crisp, Brent Best | 776 New Highway 68 | Sweetwater | TN | 37874 | (423) 337-3551 |
| TX | FASTLAP, LLC | Tom's Tire Pros - Abilene | Nieves "Ned" Aguilar | 1434 S. Clack Street | Abilene | TX | 79605 | 325-692-4708 |
| TX | LONE STAR TIRE & LUBE LLC | Lone Star Tire & Lube Tire Pros | Douglas J. Fowler, Juan ("James") Jamie Mariscal | 18000 I40 West | Amarillo | TX | 79124 | 806-418-7015 |
| TX | ANDREWS TIRE SERVICE INC. | Andrews Tire Pros | Victor Bustemante, Nate Bustemante, Natalio Bustemante | 2001 SW Mustang Dr | Andrews | TX | 79714 | 432-523-5099 |
| TX | SOILEAU'S PARTS & SERVICE, INC. | Soileau's Tire Pros & Service | Huey P. Soileau | 1006 E Mulberry | Angleton | TX | 77515 | (979) 849-6282 |
| TX | John T. Wylie and Suzanne Wylie Individual Proprietorship | Discount Wheel & Tire Tire Pros - Atlanta | John T. Wylie, Suzanne Wylie | 406 Loop 59 | Atlanta | TX | 75551 | (903) 796-6777 |
| TX | INTEGRITY CAR CARE, LLC | Integrity Car Care & Tire Pros (Aubrey) | Corey Christensen, Chris Christensen, Cass Christensen | 26779 US Highway 380 East, | Aubrey | TX | 76227 | (940) 686-8473 |

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| TX | FULLER'S TIRE CO. | Fuller's Tire Pros | Jerry A. Vojacek | 2108 North Alexander Dr. | Baytown | TX | 77520 | (281) 422-8171 |
| TX | Alainz & Perez Garage, Inc. | Alaniz & Perez Tire Pros | Joe H. Alaniz, Cruz Alainz | 711 S Saint Mary | Beeville | TX | 78102 | 361-203-5447 |
| TX | JARVIS TIRE AND WHEEL, LLC | Jarvis Tire Pros - Bellville | Jody Edward Jarvis, Jed Jarvis | 868 W. Main St. | Bellville | TX | 77418 | (979) 865-2131 |
| TX | DON'S TIRE & TRUCK SERVICE, INC. | Don's Tire Pros | Mavis Taylor, Tony Taylor | 405 E I-20 Frontage Rd | Big Spring | TX | 79720 | 432-267-5205 |
| TX | HATHAWAY INDUSTRIES LLP | Harvey Tire Co. Sales & Service Tire Pros | H. Harvey Hathaway, Ann Hathaway, Michael H. Hathaway, Leigh Ann Snyder | 305 Carolina St. | Borger | TX | 79007 | 806-273-5861 |
| TX | JARVIS TIRE AND WHEEL, LLC | Jarvis Tire Pros - Brenham | Jody Edward Jarvis, Jed Jarvis | 605 S. Blue Bell Rd. | Brenham | TX | 77833 | 979-836-4811 |
| TX | Wayne Casselberry - Sole Proprietor | Wayne's Automotive Tire Pros | Wayne Casselberry | 300 South Water St. | Burnet | TX | 78611 | (512) 715-8000 |
| TX | CTA GROUP, LLC | Canyon Tire Pros | Timothy Brewer | 711 23rd Street | Canyon | TX | 79015 | 806-655-7189 |
| TX | R & R VISION PARTNERSHIP, LTD. | Klingemann Tire Pros #2 - Cedar Park | Rob Teston, Tracey Teston | 1300 A West Whitestone | Cedar Park | TX | 78613 | 512-336-7402 |
| TX | HARWELL, RANDALL and HARWELL, BRADLEY | Hank's Tire & Muffler Tire Pros | Bradley Harwell, Randall Harwell | 918 S. Main St. | Copperas Cove | TX | 76522 | (254) 542-4265 |
| TX | WARREN TIRE And WHEEL, INC. | Warren Tire Pros | Tony C. Warren | 331 East 7th Ave | Corsicana | TX | 75110 | (903) 874-1144 |
| TX | INTEGRITY CAR CARE, LLC | Integrity Car Care & Tire Pros (Crossroads) | Corey Christensen, Chris Christensen, Cass Christensen | 100 Naylor Road | Crossroads | TX | 76227 | (940) 686-8473 |

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|----|---|-------------------------------------|---|------------------------|------------|----|--------|----------------|
| TX | Tumbando Suenos LLC | USA Tire Pros - Dayton | Efrain Mirales, Jose Mirales | 508 West Highway 90 | Dayton | TX | 7753 5 | (936) 258-5974 |
| TX | TNBN5 INC | Advanced Auto Repair Tire Pros | Tommy Nickelson, Becca Nickelson | 612 Fort Worth Dr. | Denton | TX | 7620 1 | (940) 383-4721 |
| TX | COFFEY TIRE AND BRAKE, INC. | Coffey Tire & Brake, Inc. Tire Pros | Kenneth Coffey | 724 S. Dumas Ave. | Dumas | TX | 7902 9 | (806) 935-7166 |
| TX | FASTLAP, LLC | Tom's Tire Pros - Eastland | Nieves "Ned" Aguilar | 315 N. Main St. | Eastland | TX | 7644 | 254-629-2662 |
| TX | VIDAL ENTERPRISES, INC. | Top's Tire Pros | Roman J. Vidal | 1100 Texas Ave. | El Paso | TX | 7990 1 | 915-544-6008 |
| TX | FARWELL TIRE LLC | Tireworks Tire Pros - Farwell | Michael Glenn Kahlich, Phillip Scott Kahlich | 101 1st Street | Farwell | TX | 7932 5 | (806) 481-9613 |
| TX | T & L Greenville, Inc. | Auto Doc Tire Pros | Tareq Nasrallah, Leena Nasrallah | 3079 State Highway 34 | Greenville | TX | 7540 2 | (903) 455-9300 |
| TX | TIREWORKS INC. | Tireworks Tire Pros - Hereford | Michael Glenn Kahlich, Phillip Scott Kahlich | 420 W. 1st St. | Hereford | TX | 7904 5 | (806) 364-5033 |
| TX | Reynaldo ("Ray") Sanchez, Sole Proprietor | South Image Wheel & Tire Pros | Reynaldo ("Ray") Sanchez | 630 West Gulf Bank Rd. | Houston | TX | 7703 7 | 281-847-9300 |
| TX | Tumbando Suenos LLC | USA Tire Pros - 2415 FM 1960 | Efrain Mirales, Jose Mirales | 2415 FM 1960 Road East | Humble | TX | 7733 8 | (281) 812-1800 |
| TX | Tumbando Suenos LLC | USA Tire Pros - 4831 FM 1960 | Efrain Mirales, Jose Mirales | 4831 FM 1960 Road West | Humble | TX | 7733 8 | (281) 441-8473 |
| TX | MCKDEVCO, LLC. | G & S Tire Pros | Craig D. Berkowitz | 1910 Northpark Dr. | Kingwood | TX | 7733 9 | (281) 359-8913 |
| TX | SUNDOWN TIRE & LUBE, LLC | Hometown Tire Pros - Levelland | Jacob Gregory | 211 College Ave | Levelland | TX | 7933 6 | 806-229-2222 |

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| TX | FASTLAP, LLC | Cook Tire & Service Center Tire Pros - Livingston | Nieves "Ned" Aguilar | 209 US 59 Loop South | Livingston | TX | 77351 | 936-327-8001 |
| TX | FASTLAP, LLC | Cook Tire & Service Center Tire Pros - Lufkin | Nieves "Ned" Aguilar | 705 East Denman | Lufkin | TX | 75901 | 936-639-2401 |
| TX | J WOODS INC. | Mike Smith Tire Pros | Michael Smith, Sandra Jean Smith | 104 South Main Street | Lumberton | TX | 77657 | (409) 751-4100 |
| TX | MCALLEN QUICK LUBE, INC. | RGV Tire Pros - McAllen | The Longoria Legacy Trust, Enda Longoria , Trustee | 2408 Pecan Blvd. | McAllen | TX | 78501 | |
| TX | MISSION QUICK LUBE, INC. | RGV Tire Pros - Mission | The Longoria Legacy Trust, Enda Longoria , Trustee | 2001 N. Conway Ave. | Mission | TX | 78572 | 956-585-5823 |
| TX | Dick's Tire Service LLC | Dick's Tire Pros | Richard Chad Beard, Dee Dee Beard | 1608 South Stockton Ave. | Monahans | TX | 79756 | 432-251-5177 |
| TX | MULESHOE TIRE INC. | Tireworks Tire Pros - Muleshoe | Michael Glenn Kahlich, Phillip Scott Kahlich | 220 E. American Blvd. | Muleshoe | TX | 79347 | (806) 272-4594 |
| TX | FASTLAP, LLC | Cook Tire & Service Center Tire Pros - Nacogdoches | Nieves "Ned" Aguilar | 3624 North Street | Nacogdoches | TX | 75965 | 936-559-7700 |
| TX | JARVIS TIRE AND WHEEL, LLC | Jarvis Tire Pros - Navasota | Jody Edward Jarvis, Jed Jarvis | 1120 North LaSalle St. | Navasota | TX | 77868 | (936) 870-5492 |
| TX | R & R VISION PARTNERSHIP, LTD. | Klingemann Tire Pros - Oakhill | Rob Teston, Tracey Teston | 5635 Hwy 290 West | Oak Hill | TX | 78735 | 512-892-3737 |
| TX | JL Tire, LLC | Superior Tire Pros - Orange | Bryan Hollingsworth | 1213 North 16th St. | Orange | TX | 77630 | 409-883-7410 |

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| TX | MISSION QUICK LUBE, INC. | RGV Tire Pros - Palmview | The Longoria Legacy Trust, Enda Longoria , Trustee | 505 Palma Vista Dr | Palmview | TX | 78572 | 956-766-7037 |
| TX | PAMPA TIRE, LLC | Tireworks Tire Pros - Pampa | Michael Glenn Kahlich, Phillip Scott Kahlich | 1001 Buckler Ave | Pampa | TX | 79065 | 806-261-3300 |
| TX | INTEGRITY CAR CARE, LLC | Integrity Car Care & Tire Pros (Pilot Point) | Corey Christensen, Chris Christensen, Cass Christensen | 1321 N. Highway7 377 | Pilot Point | TX | 76258 | (940) 686-8473 |
| TX | SUNDOWN TIRE & LUBE, LLC | Hometown Tire Pros - Plainview | Jacob Gregory | 1700 West 24th Street | Plainview | TX | 79072 | 806-587-0231 |
| TX | KINGDOM TIRE & LUBE, LLC | Kingdom Tire Pros | Ted Thomas | 419 East Main Street | Post | TX | 79356 | (806) 990-9101 |
| TX | OSCAR'S WHEELS & TIRES LLC | Oscar's Tire Pros | Oscar Zavaleta, Jr., Oscar Zavaleta | 600 S. Robinson Dr. | Robinson | TX | 76706 | 254-662-9102 |
| TX | FASTLAP, LLC | Tom's Tire Pros - San Angelo | Nieves "Ned" Aguilar | 15 West Concho | San Angelo | TX | 76903 | 325-655-9555 |
| TX | J WOODS INC. | Woods Tire Pros & Auto | Michael Smith, Sandra Smith | 525 W. Lamar Street | Sherman | TX | 75090 | (318) 676-7811 |
| TX | GL MOORE L.L.C. | Discount Tire & Service Tire Pros | Greg Moore | 180 St. Hwy. 205 | Terrell | TX | 75160 | (972) 563-9700 |
| TX | John T. Wylie and Suzanne Wylie Individual Proprietorship | Discount Wheel & Tire Tire Pros - Summerhill Rd | John T. Wylie, Suzanne Wylie | 3223 A Summerhill Rd. | Texarkana | TX | 75503 | (903) 793-0887 |
| TX | John T. Wylie and Suzanne Wylie Individual Proprietorship | Discount Wheel & Tire Tire Pros - West 7th St. | John T. Wylie, Suzanne Wylie | 4810 West 7th Street | Texarkana | TX | 75501 | (903) 832-0408 |

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|----|-----------------------------------|----------------------------------|---|-----------------------------|---------------|----|-------|----------------|
| TX | CROSSROADS TIRE SERVICE, LLC | Crossroads Tire Pros | Adrian Rodriguez | 2905 N. Laurent Street | Victoria | TX | 77901 | (361) 894-8705 |
| TX | CROSSROADS TIRE SERVICE, LLC | Crossroads Tire Pros - Crestwood | Adrian Rodriguez | 301 E Crestwood Rd | Victoria | TX | 77901 | 361-575-6387 |
| TX | SUPREME TIRE AND WHEEL LLC | Supreme Tire Pros | Hamza Jabber, Fatima Javed | 1175 N. Main Street | Vidor | TX | 77662 | 409-769-0300 |
| TX | Day's Tire & Auto Center, LLC | Day's Tire Pros | William Day | 40310 Business Highway 290 | Waller | TX | 77484 | (936) 931-0008 |
| TX | MCADEN AUTOMOTIVE CENTER, LLC | Mr. Mac's Tire Pros | Dennis McAden | 5110 Professional Dr | Wichita Falls | TX | 76302 | 940-723-6092 |
| TX | SUNDOWN TIRE & LUBE, LLC | Hometown Tire Pros - Wolfforth | Jacob Gregory | 801 Highway 82 | Wolfforth | TX | 79382 | 806-229-2222 |
| UT | TRENT'S TIRES, INC. | Family Tire Pros of Utah | Trent A. Willemin, Teresa Willemin | 95 West Main | American Fork | UT | 84003 | 801-885-4278 |
| UT | J. and E. AUTO, INC. | Jay's Tire Pros | Jay Jenkins | 620 South 500 West | Bountiful | UT | 84010 | (801) 397-2707 |
| UT | RAM TIRES, L.L.C. | Rolling Rubber Tire Pros | Rocky Giles, Aaron Beard, Mike Beard | 256 West 200 North | Cedar City | UT | 84720 | (435) 586-6607 |
| UT | BEAR RIVER VALLEY CO-OP | Bear River Valley Tire Pros | Bryan Davis, Spencer Holmgren, Jim Hill, Mark Bingham | 2780 North 4800 West | Corinne | UT | 84307 | (435) 744-2566 |
| UT | AMERICAN CAR CARE OF EPHRAIM, LLC | Ephraim Tire Pros | Russel A. Stevens, Julie Stevens | 455 South 50 East | Ephraim | UT | 84627 | (435) 283-6956 |
| UT | THATCHER CHRISTENSEN LLC | Intermountain Tire Pros | Rob Christensen, Tyler Thatcher | 13333 S. Towne Market Place | Herriman | UT | 84096 | 801-244-0919 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
|----|------------------------------------|---|---|---------------------------|----------------|----|-------|----------------|
| UT | BEARD HURRICANE TIRE, INC. | Hurricane Tire Pros | Aaron Beard, Michael A. Beard | 848 W. State St. | Hurricane | UT | 84737 | 435-635-4100 |
| UT | BJ'S CAR CARE, INC | BJ's Tire Pros | BJ Hatch | 685 S. Main St. | Layton | UT | 8404 | (801) 593-1800 |
| UT | FLORENCE ENTERPRISES, INC. | Jed's Tire Pros | Jed Florence | 235 North Main St. | Layton | UT | 8404 | 901-544-2442 |
| UT | CAS AUTOMOTIVE REPAIR L.L.C. | Trav's Tire Pros | Cory Lloyd | 1159 West Antelope Dr. | Layton | UT | 84041 | (801) 776-5560 |
| UT | CJS ENTERPRISES, INC. | Grand Tire Pros | John K. Black, Kris Black | 312 N. Main Street | Moab | UT | 8453 | (435) 259-7909 |
| UT | Park N Pump Circle C, LLC | Edge Tire Pros | Riley M. Park | 131 South Main St. | Nephi | UT | 8464 | (435) 660-0486 |
| UT | S.P.S. TIRE & SERVICE CENTER, INC. | SPS Tire Pros | Craig Butters | 760 North Harrisville Rd. | Ogden | UT | 84404 | 801-782-2035 |
| UT | G&C TIRES, L.C. | Rocky's Tire Pros - Orem | Trevor Giles, Matthew Cook | 397 North State Street | Orem | UT | 84057 | (801) 655-1140 |
| UT | RON'S TIRES, INC. | Ron Gordon's Tire Pros | Ron J. Gordon, Lynette B. Gordon | 318 East 100 North | Payson | UT | 84651 | (801) 465-9935 |
| UT | TJ'S AND SONS TIRES & WHEELS, INC. | TJ's Tire Pros | Trent Jenkins, Marianne Jenkins | 1595 E Hwy 40 | Roosevelt | UT | 84066 | (435) 722-3999 |
| UT | MIDLAND AMERICAN CAR CARE, INC | JP's Midland Tire Pros Complete Auto Care | Justin Pulido, Jeremy Hansen | 4739 South 3500 West | Roy | UT | 84067 | (801) 732-9000 |
| UT | APEX AUTO GROUP, LLC | Foothill Tire Pros | Dustin J. Knight | 2450 E. Parleys Way | Salt Lake City | UT | 84109 | 801-466-0697 |
| UT | DOWN TOWN TIRES LLC | Rocky's Tire Pros - Salt Lake City | Rocky Giles, Darcy Giles | 3939 S. State Street | Salt Lake City | UT | 84107 | (801) 262-2477 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
|----|---|---|--|--------------------------|-----------------|----|-------|----------------|
| UT | SNR TIRE, INC | Clayton's Tire Pros | Shayne Hansen | 11501 South Redwood Rd. | South Jordan | UT | 84095 | (801) 254-0440 |
| UT | ROCKY'S TIRES, LC | Rocky's Tire Pros - Spanish Fork | Rocky Giles, Darcy Giles | 375 North Main Street | Spanish Fork | UT | 84660 | (801) 798-2144 |
| UT | JOHNSON TIRE SERVICE, INC. | Johnson Tire Pros | Riley M. Johnson, Beth S. Johnson, Jeffrey R. Jackson | 610 North Main Street | Springville | UT | 84663 | (801) 489-5621 |
| UT | Foley Brother's Investments, LLC | Tire Pros of Vernal | Dallen Foley, Greg Foley | 1011 West Hwy. 40 | Vernal | UT | 84078 | (435) 781-8973 |
| UT | JENKINS' TIRES & WHEELS, INC. | TJ's Tire Pros - Vernal | Trent Jenkins, Marianne Jenkins | 650 E. Main St. | Vernal | UT | 84078 | 435-789-9663 |
| VA | Mac's Service Center, Inc | Mac's Tire Pros and Auto Repair - Ashland | James T. McManus ("Mac"), Carolyn L. Miller ("Lorri") | 308 England Street | Ashland | VA | 23005 | 804-368-0213 |
| VA | PoloMule, LLC | Airport Road Auto Center Tire Pros | Cid W. Owens, Andrew Baldwin | 1791 Airport Rd. | Charlottesville | VA | 22911 | (434) 973-4075 |
| VA | RACCOON FORD ENTERPRISES, LLC | Settle Tire Co. Tire Pros | Cid Walden Owens | 824 Preston Avenue | Charlottesville | VA | 22903 | (434) 295-5118 |
| VA | SMITH-DAVIS TIRE, INC. | Smith-Davis Tire Pros | Michael W. Collins, Tammy N. Collins | 788 Piney Forest Rd. | Danville | VA | 24540 | 434-793-9338 |
| VA | CARR'S TIRE SERVICE of HARRISONBURG, INC. | Big L Tire Pros - Elkton | Randolph ("Randy") Nesselrodt, Chad Nesselrodt, William Hutt, Roger Hutt | 207 W. Spotswood Trail | Elkton | VA | 22827 | (540) 298-0154 |
| VA | LITTLE TIRE COMPANY, INC | Little Tire - Tire Pros - Jefferson Davis Hwy | David V. Little, Michael R. Little | 5041 Jefferson Davis Hwy | Fredericksburg | VA | 22408 | (540) 710-1130 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
|----|---|--|--|--------------------------|----------------|----|-------|----------------|
| VA | LITTLE TIRE COMPANY, INC | Little Tire - Tire Pros - Plank Road | David V. Little, Michael R. Little | 4417 Plank Road | Fredericksburg | VA | 22407 | (540) 786-1121 |
| VA | LITTLE TIRE COMPANY, INC | Little Tire - Tire Pros - Princess Anne St | David V. Little, Michael R. Little | 2415 Princess Anne St. | Fredericksburg | VA | 22401 | (540) 373-1141 |
| VA | CARR'S TIRE SERVICE of HARRISONBURG, INC. | Big L Tire Pros - Early Rd. | Randolph ("Randy") Nesselrodt, Chad Nesselrodt, William Hutt, Roger Hutt | 4040 Early Rd. | Harrisonburg | VA | 22801 | (540) 434-7857 |
| VA | CARR'S TIRE SERVICE of HARRISONBURG, INC. | Big L Tire Pros - Kilmarnock | Randolph ("Randy") Nesselrodt, Chad Nesselrodt, William Hutt, Roger Hutt | 581 N. Main St. | Kilmarnock | VA | 22482 | (804) 435-1810 |
| VA | CARR'S TIRE SERVICE of HARRISONBURG, INC. | Big L Tire Pros - Lynchburg | Randolph ("Randy") Nesselrodt, Chad Nesselrodt, William Hutt, Roger Hutt | 2210 Florida Avenue | Lynchburg | VA | 24501 | 863-528-1219 |
| VA | LIPPA, LLC | 301 Auto Repair Tire Pros | Michael J. Lippa, Lisa C. Lippa, Michael J. Lippa, Jr., Amanda M. Lippa and Andrea L. Martin | 8270 Jupiter Dr | Mechanicsville | VA | 23116 | (804) 559-9400 |
| VA | Winding Brook Automotive, LLC | Winding Brook Auto Service Tire Pros | Shelly J. Greci, Anthony Greci, Andrea L. Greci Ellett | 18209 Richmond Tpke | Milford | VA | 22514 | (804) 633-5289 |
| VA | HORNSBY TIRE COMPANY, INC | Hornsby Tire & Service Center Tire | Mark Hornsby, David Hornsby | 3300 Jefferson Ave. | Newport News | VA | 23607 | (757) 244-7377 |
| VA | CARSON AUTOMOTIVE, INC. | Buffalo Tire Pros | William Cordle, Carson Cordle | 5757 Charles City Circle | Richmond | VA | 23231 | (804) 226-0871 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
|----|---|--|--|----------------------------|-------------|----|-------|----------------|
| VA | BATTLEFIELD PARK SERVICE CENTER, INC. | Vonderlehr Tire Pros | Richard S. Spain, III | 2526 Chamberlayne | Richmond | VA | 23222 | (804) 321-7861 |
| VA | Winding Brook Automotive, LLC | Winding Brook Tire Pros - Ruther Glen | Shelly J. Greci, Anthony Greci, Andrea L. Greci Ellett | 7448 Commerce Way, Suite E | Ruther Glen | VA | 22546 | (804) 921-3225 |
| VA | AMERICAN AUTOMOTIVE TIRE AND SERVICE CENTERS, | American Auto Tire Pros | Randy Nageotte | 230 Garrisonville Rd. | Stafford | VA | 22554 | (540) 659-8139 |
| VA | Mac's Service Center, Inc | Mac's Tire Pros and Auto Repair - Troy | James T. McManus ("Mac"), Carolyn L. Miller ("Lorri") | 64 Conestoga Way | Troy | VA | 22974 | 434-589-5779 |
| VA | CARR'S TIRE SERVICE of HARRISONBURG, INC. | Big L Tire Pros - Warsaw | Randolph ("Randy") Nesselrodt, Chad Nesselrodt, William Hutt, Roger Hutt | 4982 Richmond Rd. | Warsaw | VA | 22572 | (804) 333-4635 |
| VA | BUETTNER TIRE DISTRIBUTORS, LLC | Buettner Tire Pros - Winchester | Jeffrey B. Buettner | 1908 S Loudoun St | Winchester | VA | 22601 | 540-667-3211 |
| WA | RYCH, INC. | The Shop Tire Pros | Ryan Berg, Christine Berg | 315 N West Avenue | Arlington | WA | 98223 | (360) 435-9982 |
| WA | VALLEY RATCHETS AUTO, LLC | Regal Auto Care & Tire Pros | Korey Cutlip, Natasha Cutlip | 1901 Auburn Way N. | Auburn | WA | 98002 | (253)-735-3363 |
| WA | De Ville Automotive Ltd | Kitsap Muffler Tire Pros | James "Jim" Chong | 3374 W. Belfair Valley Rd. | Bremerton | WA | 98312 | 360-373-3101 |
| WA | RALDOR LEGACY, INC. | Simmons Garage Tire Pros | Ryan Berg, Christine Berg | 6423 Humphrey Rd. | Clinton | WA | 98236 | 360-341-5274 |
| WA | A-AUTOMOTIVE, INC. | A Automotive Tire Pros | Dale Anderson, Sharon Anderson, Aron Anderson | 361 W. 5th Ave. | Colville | WA | 99114 | 509-684-6945 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
|----|-----------------------------------|---|---|-------------------------------------|-----------|----|-------|----------------|
| WA | Alysha Investment Corporation | Factory Direct Tire Pros | Nash Alibhai, Nina Alibhai | 22617 76 th Avenue We | Edmonds | WA | 98026 | (425) 774-5131 |
| WA | TIRES TIRES TIRES, INC. | Fast Eddies Tire Pros | Eddie D. Hemp | 8810 Evergreen | Everett | WA | 98208 | 425-355-7110 |
| WA | TRI-CITIES BATTERY, INC. | Tri-Cities Battery and Tire Pros - Kennewick | Gerald Johnson, Patricia Johnson | 5900 W Clearwater Ave | Kennewick | WA | 99336 | (509) 783-9000 |
| WA | Doc's Automotive, Inc. | Warren Secord Automotive Tire Pros | William "Bill" Winans | 1127 West Smith Street | Kent | WA | 98032 | (253) 852-1492 |
| WA | IVERSON TIRES, INC. | Kirkland Tire Pros | Dennis Iverson | 602 6th Street | Kirkland | WA | 98033 | (425) 822-8251 |
| WA | TRI-CITIES BATTERY, INC. | Tri-Cities Battery and Tire Pros - Pasco | Gerald Johnson, Patricia Johnson | 2104 N 4th Avenue | Pasco | WA | 99301 | (509) 545-1473 |
| WA | Burch Enterprises, LLC | Redmond Tire Pros | Joseph Burch, Amy Sabourin | 17657 Redmond Way | Redmond | WA | 98052 | (425) 855-4848 |
| WA | TRI-CITIES BATTERY, INC. | Tri-Cities Battery and Tire Pros - Richland | Gerald Johnson, Patricia Johnson | 2170 Jericho Road | Richland | WA | 99352 | (509) 628-9550 |
| WA | ACE AUTO INTERESTS INC | Ace Auto Repair & Tire Pros | David Pierce, Daniel Yarbrough | 8035 15th Avenue Northeast | Seattle | WA | 98115 | (206) 524-6005 |
| WA | SMART CHOICE TIRES, INC. | Smart Choice Tire Pros | Kelly Teed, Marcie Teed | 1215 Main St. | Sumner | WA | 98390 | 253-863-4415 |
| WA | TINY'S TIRE CENTER, INC. | Tiny's Tire Pros | Carl F. Jonientz, Jr. | 10805 Pacific Ave S | Tacoma | WA | 98444 | 253-531-4535 |
| WA | HAZEL DELL TIRE CENTER, INC. | Hazel Dell Tire Pros | Richard Mosley | 6511 NE Highway 99 | Vancouver | WA | 98665 | (360) 695-1347 |
| WA | R J'S TIRE & AUTO CENTER, INC. | R J's Tire Pros & Auto Experts | Randy L. Juette | 2601 W. Nob Hill Blvd. | Yakima | WA | 98902 | 509-453-8170 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
|----|---------------------------------------|--|---|------------------------------|---------------------|----|-------|----------------|
| WI | IDA INVESTMENTS, INC. | All Season Tire Pros | Gary Ida, Pamela Ida | 1102 Menomonie St. | Eau Claire | WI | 54703 | (715) 835-7555 |
| WI | JD TIRE 2, INC. | Tire Pros & Wheel Experts HD - Hudson | Jay Andrews, Jr., Judd Andrews | 1800 Crestview | Hudson | WI | 54016 | 715-808-0195 |
| WI | EXTREME CUSTOMS, LLC | Tire Pros & Extreme Customs - Oshkosh | Tyler Reilly | 3420 Jackson St Suite A | Oshkosh | WI | 54901 | 866-680-7467 |
| WI | SUPERIOR AUTO TECH, INC. | Thatcher's Tire Pros | Jay S. Thatcher | 5810 Tower Ave. | Superior | WI | 54880 | (715) 394-2886 |
| WV | C. ADAM TONEY DISCOUNT TIRES, INC. | C Adam Toney Tire Pros - Beckley | Charles A. ("Charlie") Toney, Carrel H. | 1742 Harper Rd. | Beckley | WV | 25801 | (304) 252-4987 |
| WV | C. ADAM TONEY DISCOUNT TIRES, INC. | C Adam Toney Tire Pros - Hurricane | Charles A. ("Charlie") Toney, Carrel H. | 3558 Teays Valley Rd. | Hurricane | WV | 25526 | (304) 397-6510 |
| WV | BUETTNER TIRE DISTRIBUTORS, LLC | Buettner Tire Pros - Martinsburg | Jeffrey B. Buettner | 324 Winchester | Martinsburg | WV | 25401 | 304-263-3316 |
| WV | C. ADAM TONEY DISCOUNT TIRES, INC. | C Adam Toney Tire Pros - Mount Hope | Charles A. ("Charlie") Toney, Carrel H. | 111 Colt Industrial Drive | Mount Hope | WV | 25880 | (304) 252-5455 |
| WV | JOE'S TIRE III, LLC | Joe's Tire Pros – New Martinsville | Lisa Hershberger, ML GROUP LLC, Jacob Hershberger, Ryan Eicher, Joseph Hershberger | 20859 Energy Hwy | New Martinsville | WV | 26155 | 304-455-6266 |
| WV | C. ADAM TONEY DISCOUNT TIRES, INC. | C Adam Toney Tire Pros - Oak Hill | Charles A. ("Charlie") Toney, Carrel H. Toney | 2009 East Main Street | Oak Hill | WV | 25901 | (304) 465-1851 |
| WV | H. & M. TIRE SERVICE, INC. | Swann's Tire Pros | Walter J. Swann | 338 Church Street South | Ripley | WV | 25271 | (304) 372-5707 |
| WV | BUETTNER TIRE DISTRIBUTORS, LLC | Buettner Tire Pros - Romney | Jeffrey B. Buettner | 22555 Northwestern Pike | Romney | WV | 26757 | 304-263-3316 |

| ST | Franchisee | Tire Pros DBA | Owner(s) or Owner(s) of Owner (Shareholders/ Members) | Address | City | ST | Zip | Phone# |
|----|-------------------------------------|---------------------------------------|---|------------------------|--------------|----|-------|----------------|
| WV | C. ADAM TONEY DISCOUNT TIRES, INC. | C Adam Toney Tire Pros - Summersville | Charles A. ("Charlie") Toney, Carrel H. | 921 Broad St. | Summersville | WV | 26651 | (304) 872-1005 |
| WV | FERGUSON TIRE SERVICE COMPANY, INC. | Ferguson Tire Pros | Eugene ("Gene") L. Ferguson, Jr. | 3550 Main St. | Weirton | WV | 26062 | (304) 748-5260 |
| WY | Bailey Enterprises, Inc. | Bailey Tire Pros - Lander | Michael Bailey | 1305 Main St., | Lander | WY | 8252 | 307-332-5307 |
| WY | Bailey Enterprises, Inc. | Bailey Tire Pros | Michael Bailey | 811 South Federal Blvd | Riverton | WY | 82501 | 307-857-6750 |

EXHIBIT I
LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM
Centers Terminated, Canceled, Not Renewed, Ceased Operation, Reacquired and/or Transferred during Fiscal Year 2023

| Franchisee | Cancellation Category | Contact Person(s) | Address | City | ST | Zip | Phone# |
|--|-----------------------|---|--------------------------|------------------|----|-------|----------------|
| Warren Tire and Auto Center, Inc. | Transferred | David R. Warren | 1111 15th Street | Tuscaloosa | AL | 35401 | (205) 759-5505 |
| Warren Tire and Auto Center, Inc. | Transferred | David R. Warren | 409 University Blvd. E. | Tuscaloosa | AL | 35401 | (205) 758-2739 |
| BEST TIRE, L.L.C. | Dealer Cancelled | Alex D. Hafen, Cheryl L. Hafen | 1210 W. Beale St. | Kingman | AZ | 86401 | (928) 753-0336 |
| STAMPS AUTO, LLC | Dealer Cancelled | John Edward Herring | 18705 E Business Park Dr | Queen Creek | AZ | 85142 | 480-655-6101 |
| STAMPS AUTO, LLC | Dealer Cancelled | John Edward Herring | 40815 N Ironwood Dr | San Tan Valley | AZ | 85140 | 480-987-5873 |
| BLACKSTONE AUTOMOTIVE, | Closed Location | Zane Ali | 6053 N Blackstone | Fresno | CA | 9371 | 559-374-5333 |
| PLUS 1 PERFORMANCE TIRE AND AUTOMOTIVE, INC. | Dealer Cancelled | Pankaj ("Paul") Palta, Jyoti ("Tina") Palta | 3704 E Highland Ave | Highland | CA | 92346 | (909) 425-9753 |
| TIRES, WHEELS, ETC. INCORPORATED | Dealer Cancelled | Henry Feldman | 3910 Cherry Ave. | Long Beach | CA | 90807 | 562-981-2686 |
| HIGH SIERRA INCORPORATED | TPF Cancelled | Jaime Borge, Linda Borge | 5110 Caterpillar Rd | Redding | CA | 96003 | 530-246-8677 |
| JAMES R. CHEN, INC. | Transferred | James R. Chen | 2720 Artesia Blvd. | Redondo Beach | CA | 90278 | 310-376-7963 |
| REDWOOD GENERAL TIRE | Transferred | Alpio Barbara | 1630 Broadway | Redwood City | CA | 94063 | (650) 369-0351 |
| NORCAL TIRE AND WHEEL, INC. | Transferred | Shaeed "Shane" Ali | 2468 Florin Rd. | Sacramento | CA | 9582 | (510) 728-8473 |
| BLACKSTONE AUTOMOTIVE, INC. | Transferred | Zane Ali | 2468 Florin Rd. | Sacramento | CA | 95822 | (510) 728-8473 |
| HIGH SIERRA INCORPORATED | TPF Cancelled | Jaime Borge, Linda Borge | 2104 Lake Tahoe Blvd, | South Lake Tahoe | CA | 96158 | 530-541-1505 |
| NORTH STAR AUTO REPAIR LLC | Dealer Cancelled | Nasir Khan | 616 Colusa Ave | Yuba City CA | CA | 9599 | 530-923-7795 |
| SHEPHERD'S TIRE SERVICE, INC. | Transferred | Larry W. Shepherd | 3949 14th Street W | Bradenton | FL | 3420 | (941) 746-7885 |
| RAY'S TIRE AND SERVICE CENTER, INC. | Transferred | Edward Dean Petty, Susan W. Petty | 1375 US Hwy 1 South | Saint Augustine | FL | 32084 | (904) 829-6418 |

| Franchisee | Cancellation Category | Contact Person(s) | Address | City | ST | Zip | Phone# |
|------------------------------------|-----------------------|---|------------------------------|---------------|----|-----------|----------------|
| SHOOK AUTOMOTIVE, LLC | Transferred | Darrell Linn Shook | 2307 Murphy Hwy. | Blairsville | GA | 3051 | (706) 745-9596 |
| J & J TIRE, LLC | Dealer Cancelled | Jacob Brandon | 1026 Glynn Park Rd. | Brunswick | GA | 3152 | (912) 264-2242 |
| J & J TIRE, LLC | Dealer Cancelled | Jacob Brandon Melton | 223 Candler Dr. | Brunswick | GA | 3152 3 | 912-554-2223 |
| THE TIRE BARN, INC. | Dealer Cancelled | William Roper, Jack Roper | 1522 MLK Blvd. | Gainesville | GA | 3050 1 | (770) 536-6021 |
| NR AUTOMOTIVE, INC. | Store Closed | Logan Leslie | 9575 Main Street | Woodstock | GA | 3018 | 770-926-3173 |
| Panhandle Automotive Co. | Dealer Cancelled | James Hilde, Daniel Hilde | 69 Milwaukee Road | St. Maries | ID | 8386 1 | 208-245-5202 |
| ALEXANDRIA TIRE CENTER, INC. | Dealer Cancelled | Lucian Carl Placke, Lisa Snyder-Placke | 8117 Alexandria Pike | Alexandria | KY | 4100 1 | (859) 635-0441 |
| LAKESIDE TIRE, INC. | Sold Business | Jerry G. ("Skip") Cottrell, Jr. | 4285 S Highway 27 | Somerset | KY | 4250 1 | (606) 678-6555 |
| HI-LO AUTO SALES OF MARYLAND, INC. | Closed Location | Roland "Bo" Cavell, Jr. | 8594 Baltimore National Pike | Ellicott City | MD | 2108 3 | 410-401-4040 |
| Cook's Tire & Auto Repair, LLC | Dealer Cancelled | Candy Cook | 15309 Church Lane | Goldsboro | MD | 2163 | 410-482-6557 |
| QUALITY DISCOUNT TIRE INC. | Dealer Cancelled | Steve Colburn | 4111 Howard Ave. | Kensington | MD | 2089 | (301) 493-6902 |
| BULLDOG TIRE, LLC | Transferred | John Peebles | 117 Highway 12 West | Starkville | MS | 3975 | (662) 323-1026 |
| SELECT TIRE PROS OF CONOVER, INC. | Sold Business | James Michael Huffman | 115 Conover Blvd. E. | Conover | NC | 2861 3 | (828) 464-7484 |
| DURHAM TIRE & AUTO CENTER INC. | Sold Business | Quinton Larry Powell, Wilfred Doyle ("Fred") Hobbie | 2504 Hillsborough Rd. | Durham | NC | 2770 5 | (919) 286-3332 |
| Roosevelt Tire Service, Inc. | TPF Cancelled | Douglas H. Parks | 191 East Franklin Blvd. | Gastonia | NC | 2805 | (704) 864-5464 |
| Randall's Tire & Auto, Inc. | Transferred | James Randall Myers | 2201 Patterson Ct. | Greensboro | NC | 2740 7 | (336) 855-3765 |
| SELECT TIRE, INC. | Sold Business | James Michael Huffman, Leigh Ann | 345 US Hwy 70 E | Hildebran | NC | 2863 7 | (828) 397-3308 |
| WMB of Wake County, Inc. | Transferred | William Michael Barker, Kimberly Kent | 2601 Glenwood Ave. | Raleigh | NC | 2760 8 | (919) 782-0419 |

[I-2](#)

[Tire Pros \(2024\)-EX I](#)

| Franchisee | Cancellation Category | Contact Person(s) | Address | City | ST | Zip | Phone# |
|------------|-----------------------|-------------------|---------|------|----|-----|--------|
|------------|-----------------------|-------------------|---------|------|----|-----|--------|

| | | | | | | | |
|---------------------------------------|------------------|-----------------------------|-------------------------|----------------|----|-------|----------------|
| M & S TIRES, LLC | Transferred | Mark Storms, Sara Storms | 1021 Mechem Dr. | Ruidoso | NM | 88345 | (575) 258-2100 |
| ON SITE TIRE SERVICE HILLSBORO CORP. | Dealer Cancelled | Luis Jimenez | 5037 SE Alexander St. | Hillsboro | OR | 97123 | 971-264-9111 |
| LENHART'S SERVICE CENTER | Dealer Cancelled | Nicholas P. Lenhart | 11540 Route 30 | Irwin | PA | 1564 | 724-863-4000 |
| JISCO Truck & Offroad, LLC | TPF Cancelled | Justin Houck | 3245 William Flynn Hwy. | Slippery | PA | 1605 | 724-333-5564 |
| HAY TIRE COMPANY, INC. | Transferred | David M. Hay, Henry M. Hay, | 444 Savannah Highway | Charleston | SC | 29407 | 843-556-8473 |
| HAY TIRE COMPANY, INC. | Transferred | David M. Hay, Henry M. Hay, | 425 North Highway 52 | Moncks Corner | SC | 29461 | 843-761-8473 |
| HAY TIRE COMPANY, INC. | Transferred | David M. Hay, Henry M. Hay, | 606 Johnnie Dodds Blvd. | Mt. Pleasant | SC | 29464 | 843-881-0136 |
| GOLDEN CIRCLE CHEMICALS, INCORPORATED | Did Not Renew | John Garner | 1338 W. Market St. | Bolivar | TN | 38008 | (731) 734-2457 |
| GOLDEN CIRCLE CHEMICALS, INCORPORATED | Did Not Renew | John Garner | 1448 E. Main St. | Brownsville | TN | 38012 | (731) 734-2457 |
| GOLDEN CIRCLE CHEMICALS, INCORPORATED | Did Not Renew | John Garner | 22 Bond St. | Jackson | TN | 38301 | (731) 734-2457 |
| TOM'S TIRE WORLD, INC. | Transferred | Tom Ceniglis, Jr. | 1434 S. Clack Street | Abilene | TX | 7960 | 325-692-4708 |
| TEXAS AUTOMOTIVE CARE, INC. | Dealer Cancelled | Benito ("Benny") Caudillo | 4015 Ayers St. | Corpus Christi | TX | 78415 | 361-317-7503 |
| TOM'S TIRE WORLD, INC. | Transferred | Tom Ceniglis, Jr. | 315 N. Main St. | Eastland | TX | 7644 | 254-629-2662 |
| YANDELL AUTO SERVICE, INC. | Sold Business | John F. Zuniga, Jr. | 1481 George Dieter Dr. | El Paso | TX | 7993 | (915) 855-8473 |
| YANDELL AUTO SERVICE, INC. | Sold Business | John F. Zuniga, Jr. | 12010 New World Dr. | El Paso | TX | 7993 | (915) 855-3003 |
| YANDELL AUTO SERVICE, INC. | Sold Business | John F. Zuniga, Jr. | 7440 North Mesa | El Paso | TX | 7991 | (915) 833-1219 |
| COOK TIRE & SERVICE CENTER, INC. | Transferred | Mark E. Cook, Jeannie Cook | 209 US 59 Loop South | Livingston | TX | 77351 | 936-327-8001 |
| COOK TIRE & SERVICE CENTER, INC. | Transferred | Mark E. Cook, Jeannie Cook | 705 East Denman | Lufkin | TX | 75901 | 936-639-2401 |
| COOK TIRE & SERVICE CENTER, INC. | Transferred | Mark E. Cook, Jeannie Cook | 3624 North Street | Nacogdoches | TX | 75965 | 936-559-7700 |
| TOM'S TIRE WORLD, INC. | Transferred | Tom Ceniglis, Jr. | 15 West Concho | San Angelo | TX | 7690 | 325-655-9555 |
| EXTREME CUSTOMS, LLC | Closed Location | Tyler Reilly | West 7627 State Road 21 | Wautoma | WI | 5498 | 888-258-3747 |

| Franchisee | Cancellation Category | Contact Person(s) | Address | City | ST | Zip | Phone# |
|---|--|----------------------------------|------------------------------------|-----------------------|--------------------|-----------------------|--------------------------------|
| THOMPSON ELECTRIC MOTOR SERVICE, INC. | TPF Cancelled | Gary A. Thompson | 170 Stollings Ave. | Logan | WV | 25601 | (304) 752-6070 |

EXHIBIT J
STATE AGENCIES AND ADMINISTRATORS AND
FRANCHISOR'S AGENTS FOR SERVICE OF PROCESS

We intend to register this Disclosure Document as a franchise in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in that state:

| | |
|-------------------|--|
| <u>California</u> | Department of Financial Protection and Innovation 320 West 4th Street Suite 750 Los Angeles, CA 90013 (213) 576-7500 or (866) 275-2677 www.dfpi.ca.gov |
| <u>Florida</u> | Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building 407 South Calhoun Street Tallahassee, FL 32399 (850) 410-3754 |
| <u>Hawaii</u> | Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722 |
| <u>Illinois</u> | Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, IL 62706 (217) 782-4465 |
| <u>Indiana</u> | Indiana Secretary of State Indiana Securities Division Franchise Section 302 W. Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681 |

| | |
|------------------|--|
| <u>Michigan</u> | Michigan Department of the Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117 |
| <u>Minnesota</u> | Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500 |
| <u>Nebraska</u> | Department of Banking and Finance 1200 N Street, Suite 311 P.O. Box 95006 Lincoln, NE 68509 (402) 471-3445 |
| <u>New York</u> | New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222 |
| <u>North</u> | North Dakota Securities Department 600 East Boulevard 5th Floor – State Capitol, Dept. 414 Bismarck, ND 58505 (701) 328-4712 |
| <u>Oregon</u> | Department of Consumer and Business Services Division of Finance Labor and Industries Building Salem, OR 97310 (503) 378-4387 |
| <u>Rhode</u> | Department of Business Regulation Division of Securities 1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 |

| | |
|-------------------|--|
| <u>South</u> | South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563 |
| <u>Texas</u> | Secretary of State Statutory Document Section P.O. Box 13563 Austin, TX 78711 (512) 475-1769 |
| <u>Virginia</u> | State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051 |
| <u>Washington</u> | Securities Administrator Department of Financial Institutions Securities Division Overnight and Service of Process: 150 Israel Rd SW Turnwater, WA 98501-6456 Mailing: P.O. Box 41200 Olympia, WA 98504-1200 |
| <u>Wisconsin</u> | Wisconsin Securities Commission Securities and Franchise Registration 201 West Washington Avenue, Suite 300 Madison, WI 53703 (608) 266-3431 |

We intend to register this Disclosure Document as a franchise in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agent for service of process in those states:

| | |
|------------------|---|
| <u>Californi</u> | Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 |
| <u>Hawaii</u> | Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 |
| <u>Illinois</u> | Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 |
| <u>Indiana</u> | Indiana Secretary of State 302 W. Washington Street, Room E-111 Indianapolis, IN 46204 |
| <u>Marylan</u> | Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 |
| <u>Michiga</u> | Michigan Department of Commerce Corporations and Securities Bureau 6546 Mercantile Way Lansing, Michigan 48910 |
| <u>Minnesot</u> | Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 |
| <u>New</u> | New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6 th Floor Albany, NY 12231-0001 |

| | |
|------------------|--|
| <u>North</u> | North Dakota Securities Commissioner 600 East Boulevard 5th Floor – State Capitol, Dept. 414 Bismarck, ND 58505 |
| <u>Oregon</u> | Director Department of Insurance and Finance 700 Summer Street, N.E. Suite 120 Salem, Oregon 97310 |
| <u>Rhode</u> | Director of Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, Rhode Island 02920 |
| <u>South</u> | Assistant Director, Securities Regulation Department of Labor and Regulation Division of Insurance - Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 |
| <u>Virginia</u> | Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 |
| <u>Washingto</u> | Department of Financial Institutions 150 Israel Road SW Tumwater, Washington 98501 |
| <u>Wisconsin</u> | Wisconsin Commissioner of Securities 201 West Washington Avenue, Suite 300 Madison, Wisconsin 53703 |

EXHIBIT K
OPERATIONS MANUAL TABLE OF CONTENTS
(see attached)

OPERATIONS MANUAL TABLE OF CONTENTS

| | |
|--------|---|
| I. | Our Story |
| II. | Our Founders and Management Team |
| III. | Who Are Our Customers? |
| IV. | The Services that We Offer |
| V. | The Products that We Sell |
| VI. | Tire Playbook: How to Deliver Value to our Customer |
| VII. | Tire Pros Onboarding |
| VIII. | Tire Pros Training |
| IX. | Insurance Requirements |
| X. | Tire Pros Meeting Information |
| XI. | Communications |
| XII. | Performance Data Reporting |
| XIII. | Consumer Financing Programs |
| | a. 360 Payments / 360 Capital |
| | b. Synchrony |
| | c. Easy Pay |
| | d. Acima |
| XIV. | Tire Pros Marketing Programs |
| XV. | E-Commerce Platform – TirePros.com |
| XVI. | Tire Pros Marketing Vendor Partnerships |
| XVII. | Tire Pros Trademarks and Brand Standards |
| XVIII. | Tire Pros Operational Analysis and Budgeting |
| XIX. | Tire Pros Operations Preferred Vendor Partnerships |
| | a. Partner Perks |
| | b. PRG |
| | c. IPG + Coalition |
| | d. Valvoline |
| XX. | Tire Pros Business Management Operating System |
| | a. Overview |
| | b. Ecosystem |
| | c. Loyalty program |
| | d. Analytics Dashboard Tires and Service |
| XXI. | Tire Pros Tire Manufacturer Partnerships |
| XXII. | Tire Pros Warranty Programs- B2B & B2C |
| | a. Service Warranty |
| | b. Tire Protect Plan |
| | c. Roadside Assistance US + Canada |
| | d. Commercial Service Warranty up class 5 |
| | e. 250 Promise |
| | f. Digital Capabilities |
| XXIII. | Tire Pros Dealer Purchase Incentive Programs |
| XXIV. | Pro Rewards: Employee Incentive Program |
| XXV. | Tire Pros Invoice and Statement Descriptions |

EXHIBIT L
GENERAL RELEASE

This General Release ("Release" or "Agreement") is made this ____ day of _____ by and between _____ ("Franchisee") and Tire Pros Francorp, ~~LLC~~, a California corporation ("TPF" or ~~or~~ "Franchisor"). Each party to this Agreement is referred to as a ("Party") and may be referred to jointly as (the "Parties").

WHEREAS Franchisee wishes to terminate its franchise agreement with TPF ("Franchise Agreement") and either cease and desist operation of all business under the franchise agreement that it signed with ("Franchisor"), or as part of the renewal of its franchise with TPF replace its current Franchise Agreement with the Franchisor's then current Franchise Agreement.

NOW THEREFORE, in consideration for the mutual covenants contained herein, and for other good and valuable consideration, the sum and sufficiency of which is hereby acknowledged, the parties to this agreement agree as follows: that agreement, and as a condition of releasing Franchisee of its obligations under its franchise agreement with Franchisor, the parties agree as follows:

1. The effective date of this Release shall be the date that Franchisor signs this Agreement ("Effective Date").

2. _____ as the Tire Pros franchisee, its past and present parent(s), subsidiaries, and affiliates and all of their respective predecessors in interest, successors and assigns, together with all of their respective shareholders, owners, directors, officers, managers, members, partners, employees, agents, representatives, successors and assigns (collectively "Franchisee"), hereby releases and forever discharges Tire Pros Francorp, ~~LLC~~, its past and present parent(s), subsidiaries, and affiliates, together with all of their respective shareholders, owners, directors, officers, managers, members, partners, employees, agents, representatives and their successors and assigns (collectively "Franchisor") from any and all liabilities, damages, claims, demands, costs, expenses, debts, indemnities, suits, disputes, controversies, actions and causes of action of any kind whatsoever, whether known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise relationship, Franchise Agreement or any other agreement executed by Franchisee and Franchisor, or any other prior or existing business relationship between Franchisee and Franchisor, which the Franchisee individually or collectively has asserted, may have asserted or could have asserted against Franchisor at any time up to the date of this General Release, including specifically, without limitation, claims arising from contract, written or oral communications, alleged misrepresentations, and acts of negligence, whether active or passive, and whether by statute, rule or by common law.

3. The Franchisor, its past and present parent(s), subsidiaries, and affiliates and all of their respective predecessors in interest, successors and assigns, together with all of their respective shareholders, owners, directors, officers, managers, members, partners, employees, agents, representatives, successors and assigns (collectively "Franchisor"), hereby releases and forever discharges _____ as the Tire Pros franchisee, its past and present parent(s), subsidiaries, and affiliates, together with all of their respective shareholders, owners, directors, officers, managers, members, partners, employees, agents, representatives and their successors and assigns (collectively "Franchisee") from any and all liabilities, damages, claims, demands, costs, expenses, debts, indemnities, suits, disputes, controversies, actions and causes of action of any kind whatsoever, whether known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise relationship, Franchise Agreement or any other agreement executed by Franchisee and Franchisor, or any other prior or existing business relationship between Franchisee and Franchisor, which the Franchisee individually or collectively has asserted, may have asserted or could have asserted against Franchisor at any time up to the date of this General Release, including specifically, without limitation,

claims arising from contract, written or oral communications, alleged misrepresentations, and acts of negligence, whether active or passive, and whether by statute, rule or by common law. Notwithstanding anything stated to the contrary this release shall not release the Franchisee from any of the obligations of the Franchise Agreement, which by their very nature would extend beyond the termination date of the Franchise Agreement and beyond the Effective Date of this Agreement, nor will this Agreement release the Franchisee from any third party claims that arouse or accrued or could have arisen or accrued prior to and up to the Effective Date of this Agreement, whether known or unknown.

4. This General Release shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisee and Franchisor.

5. THE FRANCHISEE AND FRANCHISOR ACKNOWLEDGE THAT THEY ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

THE FRANCHISEE AND FRANCHISOR, BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVE ALL OF THEIR RIGHTS THEREUNDER AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT OF ANY APPLICABLE JURISDICTION, INCLUDING, WITHOUT LIMITATION, NORTH CAROLINA AND/OR JURISDICTIONS OF FRANCHISEE(S)' RESIDENCE AND LOCATION OF FRANCHISED UNITS.

6. Severability. In event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

8. Governing Law/Jurisdiction. This Agreement shall be governed by and construed and interpreted in accordance with the laws of North Carolina without reference to principles of conflict of laws.

SPECIAL NOTE FOR RESIDENTS OF THE STATE OF WASHINGTON AND TIRE PROS CENTERS LOCATED IN WASHINGTON: The general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

[Signature Page Follows]

_____ Franchisee Tire Pros Francorp, ~~LLC~~, Franchisor

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT M
State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

| State | Effective Date |
|---------------------------|-----------------------|
| California [*] | 8/13/2024 |
| Illinois [*] | 7/1/2024 |
| Indiana [*] | 7/7/2024 |
| Maryland [*] | 6/12/2024 |
| Michigan [*] | 5/29/2024 |
| Minnesota [*] | 7/9/2024 |
| New York [*] | 8/23/2024 |
| North Dakota [*] | 6/27/2024 |
| Rhode Island [*] | 6/11/2024 |
| South Dakota [*] | 5/24/2024 |
| Virginia [*] | 6/20/2024 |
| Washington [*] | 9/23/2024 |
| Wisconsin [*] | 5/14/2024 |

[*Post effective amendments pending](#)

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT N
RECEIPT (Our Copy)

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

If we offer you a franchise, we must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, us or our affiliate in connection with the proposed franchise sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this disclosure document 10 business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

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

This franchise is being offered by the following franchise sellers, all of whom have a principal business address of 12200 Herbert Wayne Court, Suite 150, P.O. Box 1251, Huntersville, NC 28070-1251, and whose telephone number is (704) 992-2000 (check all that have been involved in the sales process):

☐ Benjamin Anderson ☐ _____ ☐ _____

Issuance Date: April 30, 2024.

As Amended ~~January 22~~; March 10, 2025.

We authorize the respective agents identified on Exhibit I to receive service of process for us in the particular states.

I have received a Franchise Disclosure Document from Tire Pros Francorp, ~~LLC~~, dated ~~April 30~~ January 22, ~~2024~~ 2025, that included the following Exhibits:

| | |
|--|---|
| A. Tire Pros Francorp, LLC Franchise Agreement, Schedule(s) A-F | H. List of Current Franchisees |
| B. Confidentiality Agreement | I. List of Franchisees Who Have Left the System |
| C. 2024 GOLD Dealer Participation Agreement | J. State Agencies and Administrators & Franchisor's |
| D. Dealer Portal Terms and Conditions | K. Operations Manual Table of Contents |
| E. Torqata Subscription Agreement | L. General Release |
| F. State Specific Addenda | M. State Effective Dates |
| G. Financial Statements | N. Item 23 Receipt(s) |

Dated: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

Signature of Prospective Franchisee

Print Name

Please sign and date this receipt. This is your copy to keep for your records.

EXHIBIT N
RECEIPT (Our Copy)

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

If we offer you a franchise, we must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, us or our affiliate in connection with the proposed franchise sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this disclosure document 10 business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

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

This franchise is being offered by the following franchise sellers, all of whom have a principal business address of 12200 Herbert Wayne Court, Suite 150, P.O. Box 1251, Huntersville, NC 28070-1251, and whose telephone number is (704) 992-2000 (check all that have been involved in the sales process):

☐ Benjamin Anderson ☐ _____ ☐ _____

Issuance Date: April 30, 2024.

As Amended ~~January 22;~~ March 10, 2025:-

We authorize the respective agents identified on Exhibit I to receive service of process for us in the particular states.

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| D. Dealer Portal Terms and Conditions | K. Operations Manual Table of Contents |
| E. Torqata Subscription Agreement | L. General Release |
| F. State Specific Addenda | M. State Effective Dates |
| G. Financial Statements | N. Item 23 Receipt(s) |

Dated: _____

(Do not leave blank)

Signature of Prospective Franchisee

Print Name

Signature of Prospective Franchisee

Print Name

~~EXHIBIT N~~
RECEIPT (Our Copy)

Please sign and date this receipt and return to: Tire Pros Francorp, ~~LLC~~, via U.S. Mail at 12200 Herbert Wayne Court, Ste. 150. PO Box 1251, Huntersville, NC 28070-1251. Or you may email the receipt to cahenderson@atd-us.com. You may keep the second copy for your records.

| | |
|--|------|
| <p align="center">Summary report: Litera Compare for Word 11.5.0.74 Document comparison done on 3/14/2025 11:56:44 AM</p> | |
| Style name: Default Style | |
| Intelligent Table Comparison: Active | |
| Original filename: TIRE PROS 2024 FDD - CLEAN (Updated 1.22.25).pdf | |
| Modified filename: TIRE PROS 2025 FDD - CONTROL COPY 4923-2591-0054 1.pdf | |
| Changes: | |
| Add | 2175 |
| Delete | 1854 |
| Move From | 0 |
| Move To | 0 |
| Table Insert | 35 |
| Table Delete | 18 |
| Table moves to | 0 |
| Table moves from | 0 |
| Embedded Graphics (Visio, ChemDraw, Images etc.) | 10 |
| Embedded Excel | 0 |
| Format changes | 0 |
| Total Changes: | 4092 |