

Center No. _____

SCHEDULE 3.1.1
AGREEMENT AND CONTINGENT ASSIGNMENT OF SUBLEASE

This Agreement and Contingent Assignment of Sublease ("Agreement") is made this ____ day of _____, 20__, by and among the following parties:

LESSOR: _____

SUBLESSOR: _____

SUBLESSEE: _____

FRANCHISOR: PRECISION FRANCHISING LLC

*748 Miller Drive, S.E. 19980 Highland Visa Dr., Suite 155
Leesburg, Virginia 20175 Ashburn, VA 20147*

RECITALS:

WHEREAS, Under the terms of the Lease Agreement attached hereto as Exhibit A, Lessor has agreed to lease to Sublessor certain premises (the "Premises") located at the following street address:

WHEREAS, Under the terms of the Sublease Agreement attached hereto as Exhibit B, Sublessor has agreed to sublease to Sublessee the Premises;

WHEREAS, Sublessee has entered into a Franchise Agreement with Franchisor under which Sublessee proposes to operate a Precision Tune Auto Care Center to be located at the Premises;

WHEREAS, Franchisor has accepted the Premises as a suitable location for Sublessee's Precision Tune Auto Care Center, subject to the provisions of the Franchise Agreement and further subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, including the acceptance by Franchisor of the Premises as a location for a Precision Tune Auto Care Center, the parties hereby agree as follows:

1. Use of Premises. Sublessee shall use the Premises only for the operation of a Precision Tune Auto Care Center pursuant to its Franchise Agreement with Franchisor, and for no other purposes whatsoever.

2. Signage, Etc. Lessor/Sublessor hereby consents to Sublessee's use and display on the Premises of such exterior and interior signs, posters, promotional materials, and equipment, furnishings, and decor as are currently required by Franchisor pursuant to the Franchise Agreement. In the event that such requirements are changed in the future, Lessor/Sublessor agrees that it will not unreasonably withhold its consent to Sublessee's compliance with such changes. In the event that local ordinances or zoning requirements prohibit the use of Franchisor's standard signage, Franchisor will not unreasonably withhold its consent to the modification of its standard signage to comply with such requirements.

3. Notices. Lessor/Sublessor agrees to furnish Franchisor copies of any and all letters and notices to Sublessee pertaining to any default by Sublessee under the Sublease at the same time and in the same manner as any such notice is sent to Sublessee. Sublessee agrees to furnish Franchisor prompt written notice of any and all amendments, waivers, extensions, renewals or other modifications of the Sublease. All notices hereunder shall be mailed or delivered to the addresses set forth above, unless changed from time to time by any party through written notice mailed or delivered to the other parties.

4. Assignment. Lessor/Sublessor hereby acknowledges that Sublessee has agreed under the Franchise Agreement that, in the event of termination or expiration of the Franchise Agreement or Sublessee's default under the Sublease, Sublessee shall, at Franchisor's option, assign to Franchisor any and all interest of Sublessee in the Sublease, including any rights to renew the Sublease or to sublease the Premises; and Lessor/Sublessor hereby consents to such assignment, subject to the following conditions:

(a) Franchisor shall notify Lessor/Sublessor in writing within thirty (30) days after termination or expiration of the Franchise Agreement or Franchisor's receipt of any notice of default by Sublessee under the Sublease if Franchisor elects to accept assignment of the Sublease; Franchisor's failure to accept assignment of the Sublease upon any default of Sublessee under the Sublease shall not be deemed a waiver of Franchisor's future right to accept such assignment in the event of any future default by Sublessee;

(b) If Franchisor elects to accept assignment of the Sublease, Franchisor shall execute and deliver to Lessor/Sublessor a lease containing the same terms and conditions (including rental rates) as the Sublease; provided, however, that Franchisor's leasehold interest shall not be subject to any defaults or claims that may exist between Lessor/Sublessor and Sublessee;

(c) If Franchisor elects to accept assignment of the Sublease, Franchisor shall take possession of the Premises within thirty (30) days after notice of such election to Lessor/Sublessor, and Franchisor shall commence payment of rent upon taking possession of the Premises;

(d) Nothing herein shall affect Lessor's/Sublessor's right to recover from Sublessee any and all amounts due under the Sublease or to exercise any rights of Lessor/Sublessor against Sublessee as provided under the Sublease.

5. Assignment to Third Party. At any time after giving notice of its election to accept assignment of the Sublease, Franchisor may request to assign its sublease, or sublease the Premises, to a third party. Lessor/Sublessor agrees not to unreasonably withhold its consent to any such assignment or sublease on the same terms as the Sublease; provided, however, that if Lessor/Sublessor refuses to consent to such assignment or sublease by Franchisor, Franchisor shall have the right to revoke its acceptance of assignment of the Sublease and shall have no further obligations thereunder.

6. Entry by Franchisor. Lessor/Sublessor and Sublessee hereby acknowledge that Sublessee has agreed under the Franchise Agreement that Franchisor and its employees or agents shall have the right to enter the Precision Tune Auto Care Center operated by Sublessee at the Premises at any reasonable time for the purpose of conducting inspections, protecting Franchisor's proprietary marks, and correcting deficiencies of Sublessee. Lessor/Sublessor and Sublessee hereby agree not to interfere with or prevent such entry by Franchisor, its employees or agents.

7. De-Identification. Lessor/Sublessor and Sublessee hereby acknowledge that in the event the Franchise Agreement expires or is terminated, Sublessee is obligated under the Franchise Agreement to take certain steps to de-identify the location as a Precision Tune Auto Care Center operated by Sublessee. Lessor/Sublessor agrees to cooperate fully with Franchisor in enforcing such provisions of the Franchise Agreement against Sublessee, including allowing Franchisor, its employees and agents to enter and remove signs, decor and materials bearing or displaying any marks, designs or logos of Franchisor; provided, however, that Lessor/Sublessor shall not be required to bear any expense thereof. Sublessee agrees that if Sublessee fails to de-identify the Premises promptly upon termination or expiration as required under the Franchise Agreement, Franchisor may cause all required de-identification to be completed at Sublessee's expense.

8. General Provisions.

(a) This Agreement shall run with the land and be binding upon the parties hereto and their successors, assigns, heirs, executors, and administrators. The rights and obligations herein contained shall continue notwithstanding changes in the persons or entities that may hold any leasehold or ownership in the land or building. Any party hereto may record this agreement or a memorandum hereof.

(b) Any party hereto may seek equitable relief, including without limitation injunctive relief or specific performance, for actual or threatened violation or non-performance of this Agreement by any other party. Such remedies shall be in addition to all other rights provided for under law or other agreements between any of the parties. The prevailing party in any action shall be entitled to recover its legal fees together with courts costs and expenses of litigation.

(c) Nothing contained in this Agreement shall affect any term or condition in the Franchise Agreement between Sublessee and Franchisor. Nothing herein shall be deemed to constitute a guaranty or endorsement by Franchisor of the terms and conditions of the Lease/Sublease between Lessor/Sublessor and Sublessee. In the event that Franchisor, in its sole discretion, determines not to accept assignment of the Sublease as permitted hereunder, neither Lessor/Sublessor nor Sublessee shall have any claims against Franchisor. No terms or conditions contained in the Lease/Sublease shall be binding on Franchisor unless and until it elects to accept assignment of the Lease/Sublease hereunder.

SIGNATURES ON THE FOLLOWIING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Witness:

LESSOR:

By: _____
Name: _____
Title: _____

Witness:

SUBLESSOR:

By: _____
Name: _____
Title: _____

SUBLESEE:

By: _____
Name: _____
Title: _____

FRANCHISOR:

PRECISION FRANCHISING LLC

By: _____
Name: _____
Title: _____

Date: _____, 201_____

LESSOR'S ACKNOWLEDGMENT
ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNER

STATE OF _____

COUNTY OF _____

I, _____, a notary public for the County aforesaid, in the State of _____, do certify that _____, whose name is signed to the writing above, bearing date on the _____ day of _____, 20____, has acknowledged the same before me in my County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

LESSOR'S ACKNOWLEDGMENT
ACKNOWLEDGMENT BY CORPORATION

STATE OF _____

COUNTY OF _____

I, _____, a notary public for the County aforesaid, in the State of _____, do certify that _____, whose name, as _____ of _____, is signed to the writing above, bearing date on the _____ day of _____, 20____, has acknowledged the same before me in my County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

SUBLESSOR'S ACKNOWLEDGMENT
ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNER

STATE OF _____

COUNTY OF _____

I, _____, a notary public for the County aforesaid, in the State of _____, do certify that _____, whose name is signed to the writing above, bearing date on the _____ day of _____, 20____, has acknowledged the same before me in my County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

SUBLESSOR'S ACKNOWLEDGMENT
ACKNOWLEDGMENT BY CORPORATION

STATE OF _____

COUNTY OF _____

I, _____, a notary public for the County aforesaid, in the State of _____, do certify that _____, whose name, as _____ of _____, is signed to the writing above, bearing date on the _____ day of _____, 20____, has acknowledged the same before me in my County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

SUBLESSEE'S ACKNOWLEDGMENT
ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNER

STATE OF _____

COUNTY OF _____

I, _____, a notary public for the County aforesaid, in the State of _____, do certify that _____, whose name is signed to the writing above, bearing date on the _____ day of _____, 20____, has acknowledged the same before me in my County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

SUBLESSEE'S ACKNOWLEDGMENT
ACKNOWLEDGMENT BY CORPORATION

STATE OF _____

COUNTY OF _____

I, _____, a notary public for the County aforesaid, in the State of _____, do certify that _____, whose name, as _____ of _____, is signed to the writing above, bearing date on the _____ day of _____, 20____, has acknowledged the same before me in my County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

FRANCHISOR'S ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I, _____, a notary public for the County aforesaid, in the State of _____, do certify that _____, whose name, as _____ of PRECISION FRANCHISING LLC, is signed to the writing above, bearing date on the _____ day of _____, 20____, has acknowledged the same before me in my County aforesaid.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

ATTACH EXHIBIT "A"
(Copy of Executed Lease)

ATTACH EXHIBIT "B"
(Copy of Executed Sublease)

SCHEDULE 6.5

GUARANTY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby expressly acknowledged by each of the undersigned, I, we and each of the undersigned jointly, severally, absolutely and unconditionally guarantee to Precision Franchising LLC (“Franchisor”): (i) the full and timely performance of each term, covenant and obligation of the Franchisee set forth in that certain Franchise Agreement dated _____, 20__ by and between Franchisor and _____ (“Franchisee”), and (ii) the payment and satisfaction of each and every claim, demand, default, liability, indebtedness, right or cause of action of every nature whatsoever, against said Franchisee, including expenses, damages, fees and collections costs, now or hereafter existing, due or to become due, or held by Franchisor, its subsidiaries, affiliates or divisions, together with any interest as it may accrue and if this continuing guaranty is placed with an attorney or if collected by suit or through any probate, bankruptcy or other court, to pay all court costs and reasonable attorney's fees, together with any and all expenses incurred by Franchisor or its affiliate, subsidiary or division. This is a continuing guaranty that shall apply to the Franchise Agreement and any subsequent amendments or modifications thereof, and such modifications or amendments shall be conclusively presumed to be covered by this guaranty without further notice to or acceptance by the undersigned.

The undersigned acknowledge and agree that possession of this guaranty by Franchisor constitutes true and correct execution and actual and proper delivery of same to Franchisor and the undersigned waive notice of acceptance of this guaranty and of any liability to which it applies or may apply, and waive presentment and demand for payment thereof, notice of dishonor or non-payment thereof, collection thereof including any notice of default in payment thereof or other notice to, or demand of payment therefore on, any party. Payment by the undersigned shall be made at the office of Franchisor in LeesburgAshburn, Virginia, or such other location as Franchisor may designate in writing.

Franchisor may, at its option, at any time without the consent of or notice to the undersigned, without incurring responsibility to the undersigned, and without impairing or releasing the obligations of the undersigned, upon or without any terms or conditions and in whole or in part, (1) change the manner, place or terms of payment or change or extend the time of payment of, renew, or alter any liability of the Franchisee under the franchise agreement hereby guaranteed, or any liabilities incurred directly or indirectly hereunder, and the guaranty herein made shall apply to the liabilities of the Franchisee, so changed, extended, renewed or altered; (2) exercise or refrain from exercising any rights against Franchisee or others, or otherwise act or refrain from acting; (3) settle or compromise any liabilities hereby guaranteed or hereby incurred, and may subordinate the payment of all or any part of such liabilities to the payment of any liabilities which may be due to Franchisor or others; and (4) apply any sums paid to any liability or liabilities of Franchisee to Franchisor regardless of what liability or liabilities of Franchisee to Franchisor remain unpaid. Franchisor may, at its option, without the consent of or notice to the undersigned, apply to the payment of the liability created by this guaranty, at any time after such liability becomes payable, any monies, property, or other assets belonging to the undersigned in the possession, care, custody and control of Franchisor.

This agreement shall not affect in any manner the right of Franchisor to terminate the Franchise Agreement pursuant to the terms thereof and this guaranty shall survive the termination, expiration, or cancellation of the franchise agreement. Franchisor may, at its option, elect to take no action pursuant to this guaranty or the franchise agreement without waiving any rights under either. The undersigned do further agree that it will not be necessary for Franchisor, in order to enforce the terms of this Agreement

against them, to first institute suit or exhaust its remedies against the Franchisee or any others. The foregoing guaranty shall be nonrevocable, except with the express written consent of the Franchisor. The undersigned, if more than one, shall be jointly and severally liable hereunder and the term "undersigned" shall mean the undersigned or any one or more of them. Anyone signing this guaranty shall be bound thereto at any time. Any married woman who signs this guaranty hereby expressly agrees that recourse may be had against her separate property for all her obligations under this guaranty.

This guaranty shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of Franchisor and the undersigned. This agreement in the possession of the Franchisor will be presumed that same has been executed and delivered by each of the undersigned for a valuable consideration.

Additionally, the undersigned agree they shall be individually bound by any provisions of the Franchise Agreement relating to non-competition, confidentiality, transfer, applicable law, choice of forum and venue, and all other provisions applicable to Franchisee and controlling principals of Franchisee.

WITNESS our hands at _____, on this the ____ day of _____, 20____.

Owner of ___% interest in Franchisee

Owner of ___% interest in Franchisee

Owner of ___% interest in Franchisee

Owner of ___% interest in Franchisee

Center No. _____

ATTACHMENT 1

PTAC MARKETING FUND, INC. AGREEMENT

I agree that the radio and TV commercials and other advertising materials that I receive from PTAC Marketing Fund, Inc. from time to time are, and shall remain, the exclusive property of PTAC Marketing Fund, Inc. I understand and agree that upon receipt of an executed copy of this agreement, I will be granted the right to use the commercials until notified by PTAC Marketing Fund, Inc. of termination of this agreement or termination of my right to use one or all of the commercials or materials. Termination by PTAC Marketing Fund, Inc. may be without notice and without cause. I recognize that use of a commercial or other advertising materials after the termination date may expose PTAC Marketing Fund, Inc. and/or Precision Franchising LLC or its affiliates to liability, and I agree to indemnify and hold PTAC Marketing Fund, Inc. and Franchising LLC (and its affiliates) harmless from any liability, loss or expense including reasonable attorney's fees, resulting from such use or from my failure to otherwise meet the requirements contained in this agreement. If and when my franchise agreement(s) with Precision Franchising LLC terminates or expires, I agree to immediately cease utilizing the commercials and materials. I also agree not to alter or reproduce or to have altered or reproduced any of the commercials or materials in any manner, except as authorized by PTAC Marketing Fund, Inc. in writing. Finally, I understand that I may receive additional instructions from you with regard to the use of all or some of the commercials and materials and that you will require that the radio and TV commercials be sent directly to my agency or the TV or radio station. I agree to abide by all additional instructions issued by you relating to use of the commercials or other advertising materials.

Date: _____, 20__

AGREED:

FRANCHISEE:

By: _____

Name: _____

Title: _____

Witness

ACCEPTED BY:

PTAC Marketing Fund, Inc.

By: _____

Name: _____

Title: _____

Center No. _____

ATTACHMENT 2

VETFRAN ADDENDUM

This ADDENDUM to the Franchise Agreement (the "Agreement") between PRECISION FRANCHISING LLC ("Franchisor") and _____ ("Franchisee") is effective as of _____, 20__.

A. Provided that Franchisee is, or is more than 50% owned by, a person meeting Franchisor's VetFran Program eligibility requirement, and the Agreement was signed on or before March 31, 2023, Section 3.1 of the Franchise Agreement is hereby amended and revised to read as follows:

"4.1 Upon execution of this Agreement, Franchisee shall pay to Franchisor an initial franchise fee of Ten Thousand Hundred Dollars (\$10,000.00), payable in full upon signing of the Agreement."

B. Provided that Franchisee is, or is more than 50% owned by, a person meeting Franchisor's VetFran Program eligibility requirement, the Agreement was signed on or before March 31, 2024 and the Center opens for business on or before December 31, 2024, Section 4.2 of the Franchise Agreement is hereby amended and revised to read as follows:

"4.2 Commencing as of the earlier of (1) the date when the Center opens for business, or (2) one year from the date of execution of this Agreement, and continuing thereafter throughout the term of this Agreement, Franchisee shall pay to Franchisor an operating fee (the "Operating Fee") equal to seven and one-half percent (7.5%) of the weekly Gross Sales of the Franchised Business, but not less than Three Hundred Dollars (\$300) each week. If the Center, after being open, is subsequently closed for relocation or for any other reason, Franchisee shall immediately notify Franchisor in writing of such closing and, beginning at the end of six (6) months after the closing of the Center, pay Franchisor a fee of Three Hundred Dollars (\$300) each week until the Center reopens. If Franchisee fails to provide such written notice to Franchisor or if the Franchised Center remains closed for more than 6 months, unless Franchisor approves closure for a longer period of time, the closing shall be deemed to be an abandonment of the Franchised Business. Notwithstanding the foregoing, and only so long as Franchisee is (or is more than 50% owned by) a person meeting Franchisor's VetFran Program, and only for the first 52 weeks after the earlier date referred to above, the Operating Fee shall be three and seventy-five/100ths percent (3.75%) of the weekly Gross Sales of the Franchised Business, but not less than One Hundred Fifty Dollars (\$150.00) each week.

C. As used herein, the phrase "a person meeting Franchisor's VetFran Program eligibility requirements" means a person who received an honorable discharge from one of the Armed Forces of the United States of America (i.e., Army, Navy, Air Force, Coast Guard Marine Corps), or with respect to a person currently serving in one of the Armed Forces of the United States of America, a person eligible to receive an honorable discharge.

D. The provisions of Sections A and B above shall apply only to Centers that were not part of the Precision Tune Auto Care system during the 3 years immediately prior to the date of the Agreement.

E. Except as herein modified, the provisions of the Franchise Agreement shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

WITNESS:

FRANCHISEE:

Name: _____

Title: _____

FRANCHISOR:

PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

[FORM OF CONFIDENTIALITY AGREEMENT -- TO BE EXECUTED BY
FRANCHISEE'S MANAGER AND EMPLOYEES]

Attachment 3

CONFIDENTIALITY AGREEMENT

In consideration of my employment by [INSERT FRANCHISEE'S NAME]
_____ ("Employer"), and One Dollar (\$1.00), receipt and sufficiency of
which is acknowledged, and intending to be legally bound I agree that:

1. I have been advised that Employer is a franchisee of Precision Franchising LLC d/b/a Precision Tune Auto Care and, as such, is in possession of certain proprietary information, some of which may be revealed to or learned by me during my training at Precision Tune Auto Care and my employment with Employer. I specifically acknowledge that, pursuant to this Agreement, I will receive valuable specialized training and confidential information, including, but not limited to, information concerning the operation, sales, promotional, and marketing methods and techniques of Precision Tune Auto Care and its individual franchisees, including Employer. Precision Tune Auto Care is a third-party beneficiary of this Agreement, and I agree that Precision Tune Auto Care, at its sole option, may enforce this Agreement independently of Employer.

2. During the term of my employment with Employer or at any time thereafter, I will not, directly or indirectly, use or disclose to anyone, or authorize disclosure of, any of the confidential or proprietary information or trade secrets which may be revealed to me or learned by me during the course of my training with Precision Tune Auto Care or my employment with Employer.

3. I acknowledge that the confidential information and trade secrets with which I may become familiar are essential to Employer's and Precision Tune Auto Care's business and are owned and shall continue to be owned solely by Employer and/or Precision Tune Auto Care. Under no circumstances will I remove from Employer's place of business any of Employer's books, records, customer lists, or training materials, or any copies of such documents, without the written permission of Employer or Precision Tune Auto Care. Under no circumstances will I make any copies of such books, records, documents, customer lists, or training materials except as specifically authorized in writing by Employer or Precision Tune Auto Care. I agree that at the termination of my employment whether or not that termination is voluntary, I will return to Employer immediately any and all materials concerning Employer's or Precision Tune Auto Care's processes, equipment, business methods or financial condition issued to me during training or employment or otherwise in my possession or control.

4. I acknowledge that any unauthorized disclosure of any trade secret or confidential or proprietary information revealed to me or learned by me during the course of my employment with Employer or engaging in any other activities forbidden by this Agreement would result in irreparable harm to both Employer and Precision Tune Auto Care, and I agree that such unauthorized disclosure or activity would warrant Employer and/or Precision Tune Auto Care obtaining, among other things, an immediate injunction restraining further unauthorized disclosure or activity.

Dated: _____, 20__

Employee

CENTER : _____

**ATTACHMENT 4
PROMISSORY NOTE**

\$ _____, LeesburgAshburn, Virginia _____, 20__

FOR VALUE RECEIVED, the undersigned _____ (the "Maker"), having an address at _____, hereby promises to pay to PRECISION FRANCHISING LLC ("Payee"), or order, at Payee's address at 748 Miller Drive, S.E., Leesburg, Virginia 20175, or at such other address as Payee may designate in writing, the sum of _____, lawful money of the United States of America, without interest, at the earlier of (i) Maker's attendance at the initial franchise management training program designated by Payee, (ii) the acceptance by Payee of the site for the location of Maker's Center, (iii) 90 days from the effective date of the franchise agreement, or (iv) upon the termination of Maker's franchise agreement. If Maker shall fail to pay this Note when due, Payee shall have the right to terminate the franchise agreement between Maker and Payee and demand immediate payment of any balance due.

Maker at his option may prepay the principal indebtedness evidenced by this Note in whole or in part at any time without penalty or premium. Maker certifies that the indebtedness represented by this Note was incurred for business purposes.

Any notice or demand required or permitted to be given or made hereunder shall be deemed given or made if done by personal service or by first-class mail addressed to Maker at the addresses given above. Either party may change its address by like notice to the other party. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors, and endorsers hereof.

Maker agrees to pay reasonable attorney's fees and disbursements, if any, incurred by Payee in enforcing payment of this Note and collection of any judgment rendered hereon, whether or not suit is filed. This Note shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia applicable to notes executed in the Commonwealth, and Maker consents to the jurisdiction and venue of the courts of Loudoun County, Virginia, for the prosecution of any action arising out of this Note, and hereby deems such courts to be a convenient forum for any such action.

IN WITNESS WHEREOF, Maker has executed this Note, intending to be personally obligated hereon, as of the date first above written.

MAKER:

_____, Individually

ATTACHMENT 5

Precision Franchising LLC

STATE SPECIFIC AMENDMENTS TO FRANCHISE AGREEMENTS

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

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

CALIFORNIA LAW MODIFICATIONS

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

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

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

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

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

Witness: FRANCHISEE: _____

_____ By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness: FRANCHISOR:
PRECISION FRANCHISING LLC

_____ By: _____

Name: _____

Title: _____

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

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

ILLINOIS LAW MODIFICATIONS

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

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

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

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

Witness:

FRANCHISEE: _____

By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

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

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

INDIANA LAW MODIFICATIONS

1. The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. 1 - 51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. 23-2-2.7 (1985). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Indiana Deceptive Franchise Practices Act and the Indiana Franchises

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

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

Witness: _____ FRANCHISEE: _____

_____ By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness: _____ FRANCHISOR:
PRECISION FRANCHISING LLC

_____ By: _____

Name: _____

Title: _____

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

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

MARYLAND LAW MODIFICATIONS

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

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

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

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

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

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

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

Witness:

FRANCHISEE: _____

By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

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

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

MINNESOTA LAW MODIFICATIONS

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

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

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

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

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

Witness:

FRANCHISEE: _____

By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

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

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

NORTH DAKOTA LAW MODIFICATIONS

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

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

b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota law, the covenant may be unenforceable and accordingly, Section 18.2.2 of the Franchise Agreement is deleted and the following inserted in lieu thereof:

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

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

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

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

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

Witness:

FRANCHISEE: _____

By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

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

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

NEW YORK LAW MODIFICATIONS

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

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

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

Witness:

FRANCHISEE:

By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

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

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

SOUTH DAKOTA LAW MODIFICATIONS

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

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

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

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

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

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

Witness:

FRANCHISEE: _____

By: _____

(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

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

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

WASHINGTON LAW MODIFICATIONS

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

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

Witness:

FRANCHISEE: _____

By: _____

(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____

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

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

WISCONSIN LAW MODIFICATIONS

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY PAGE]

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

Witness:

FRANCHISEE: _____

By: _____
(SIGNATURE)

(PRINT/TYPE NAME)

(TITLE)

Witness:

FRANCHISOR:
PRECISION FRANCHISING LLC

By: _____

Name: _____

Title: _____



Center No. _____

END-USER SOFTWARE LICENSE AGREEMENT

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

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

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

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

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

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

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

event there are any new releases they will be distributed and coordinated with the interest of the entire PTAC system in mind and done only on a scheduled basis. The Software shall be installed and shall be used only at the Approved Location. Licensee shall not assign, sublicense, transfer, pledge, lease, rent, or share Licensee's rights under this Agreement. Licensee shall not reverse assemble, reverse compile, or otherwise translate the Software.

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

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

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

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

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

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

by Licensor, Licensee shall return to Licensor all copies of the Software and the Manual.

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

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

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

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

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

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

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

hereof.

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

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

LICENSOR:

Atten: President

~~748 Miller Drive, SE, 19980 Highland Vista Blvd., Suite 155~~

~~Leesburg, VA 20175~~ Ashburn, VA 20147

LICENSEE:

Email: _____

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

LICENSEE:

By: _____

Its: _____

LICENSOR:

PRECISION FRANCHISING LLC

By: _____

Its: _____

Date: _____



END-USER
SOFTWRENCH™
SOFTWARE SUPPORT
AGREEMENT

Center No. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LICENSOR:

Atten: President

~~748 Miller Drive, SE, 19980 Highland Vista Blvd., Suite 155~~

~~Leesburg, VA 20175 Ashburn, VA 20147~~

LICENSEE:

Email: _____

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

LICENSEE:

By: _____

Its: _____

LICENSOR:

PRECISION FRANCHISING LLC

By: _____

Its: _____

EXHIBIT A
Approved Supplier

FranConnect

13865 Sunrise Valley Drive, Suite 150

Reston, VA, United States, Virginia

EXHIBIT B Compatibility List

Hardware

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

Software

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

SoftWrench™ Software Support Fee Authorization

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

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

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

ELECTRONIC FUNDS TRANSFER

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

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

CREDIT CARD AUTHORIZATION

All software support fees will be charged to the authorized credit card account of VISA or MasterCard as designated by the Licensed Franchisee. The account will be charged fees for each location by the 20th of each month following the end of each calendar quarter.

NOTE: We use a method for complete accuracy, the Collections Associate will enter the amount of the charge to the credit card, the Collections Manager will verify the total amount charged to the card as well as the correct account number being charged. Please complete the enclosed form authorizing the charge to your credit card account. Be sure to include the account number and the expiration date of the card to be charged on the form attached.

SoftWrench™ Software
ELECTRONIC FUND TRANSFER AUTHORIZATION

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

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

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

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

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

Depositor (Bank) Name: _____

City: _____ State: _____ Zip Code: _____

Transit/ABA Number: _____

Account Number: _____

Depositor Name (Please Print): _____

Acknowledged and Agreed: (Please Sign): _____

Date Signed: _____

SoftWrench™ Software
CREDIT CARD AUTHORIZATION

Name (As it appears on Credit Card): _____

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

Credit Card Type: MasterCard VISA

Credit Card Number: _____

Expiration Date: _____

My signature acknowledges my agreement to Precision Tune Auto Care, Inc. charging quarterly **SoftWrench™** software support fees in the amount of \$300.00 per quarter for each store indicated above. I understand quarterly will automatically charged to the credit card indicated above by the 20th of the first month in each quarter.

Signature: _____

Date: _____

ATTACHMENT 8

Center No. _____

ELECTRONIC FUND TRANSFER AUTHORIZATION

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

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

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

Depository (Bank) Name: _____

City: _____ State: _____ Zip Code: _____

Transit/ABA Number: _____

Account Number: _____

Depositor: (Please Print): _____

Acknowledged and Agreed: (Please sign) _____

Date

Signed: _____

Center No. _____

Attachment 9
ADDENDUM TO
PRECISION FRANCHISING LLC'S
FRANCHISE AGREEMENT
(SBA FINANCING APPLICANT)

~~THIS ADDENDUM TO PRECISION FRANCHISING LLC'S FRANCHISE AGREEMENT ("Addendum") is executed concurrently with and is attached to and made a part of the PRECISION FRANCHISING LLC'S Franchise Agreement ("Franchise Agreement") by and between PRECISION FRANCHISING LLC and _____ ("Franchisee"). The Franchisee agreed among other things to operate and maintain a franchise located at _____ designated by Franchisor as Center # _____ (Center) Franchisee has obtained from a lender a loan (Loan) in which funding is provided with the assistance of the United States Small Business Administration (SBA). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Franchise Agreement.~~

~~If and so long as the Franchisee is party to an SBA-guaranteed loan secured by the Center or the Franchise Agreement:~~

~~_____ Section 16.4 shall be deleted and replaced with the following~~

~~Any person ("seller") who receives and desires to accept a bona fide offer from a third party to purchase all or part of the seller's interest in Franchisee, this Agreement, or the Franchise Business shall notify Franchisor in writing within 5 business days of receipt of each such offer. Franchisor shall have the right and option, exercisable within 30 days after receipt of such written notice, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. To enable Franchisor to determine whether it will exercise its option, Franchisee and the seller shall provide such information and documentation, including financial statements, as Franchisor may reasonably require. If the consideration, terms, or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same, Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the cash consideration, Franchisor and Franchisee shall appoint an independent appraiser, whose determination shall be binding on both parties. If Franchisor does not exercise its option as provided hereunder, the seller may sell the interest, subject to Franchisor's consent, as otherwise required. Any material change in the terms of any offer prior to closing constitutes a new offer, subject to the same rights of first refusal by Franchisor, as in the case of an initial offer. Any right and option to purchase the seller's interest that is not exercised by Franchisor within the 30-day period shall become void and invalid, and any new offer shall be subject to this Section 16.4. Any offer to sell not accepted within 90 days shall become void and invalid and any new offer shall be subject to this Section 16.4.~~

~~Notwithstanding any provision in this section to the contrary, Franchisor's Right of First Refusal shall not apply in the event of a proposed partial transfer or sale by the Franchisee.~~

~~Section 16.5.10 shall be deleted and replaced with the following:~~

~~Franchisee and the transferor(s) must remain liable for all obligations to Franchisor, its subsidiaries, affiliates, and divisions, in connection with the Franchised Business prior to the effective date of the transfer and shall execute any and all instruments reasonably required by Franchisor to evidence such liability.~~

~~Section 17.4 shall be deleted and replaced with the following:~~

~~Within fifteen (15) days after the date of termination or expiration of this Agreement, Franchisor may arrange for an inventory, at Franchisor's cost, of all personal property, fixtures, equipment, supplies, and inventory located at the premises or used in connection with the Franchised Business, including, without limitation, any and all items bearing the Marks. Franchisor shall have the option, exercisable within 30 days after termination or expiration, to purchase any or all such items from Franchisee at Franchisee's cost or the fair market value, whichever is less. If the parties cannot agree on value within a reasonable time, Franchisor may, at its expense, designate an independent appraiser who shall prepare a determination of fair market value. If the Franchisee does not accept such determination of fair market value within 10 days of receipt, it shall, at its expense, designate a second independent appraiser, who shall prepare a determination of fair market value. If the second appraiser's determination of fair market value is within 10% of the first appraiser's determination of fair market value, Franchisor may, within 10 days of receipt of the second appraiser's determination of fair market value, elect to proceed with purchasing such items at the second determination of appraiser's fair market value or the average of the two determinations of fair market value. If the second appraiser's determination of fair market value exceeds the first appraiser's determination of fair market value by more than 10%, at Franchisor's election made within 10 days, the first two appraisers shall engage a third independent appraiser to make a determination of fair market value. The cost of the third appraiser shall be borne equally by Franchisor and Franchisee. Franchisor shall have 15 days to close on any purchase authorized by the foregoing procedure, failing which the right to purchase shall cease and be of no further force or effect. If Franchisor elects to exercise any option to purchase hereunder, it shall have the right to set off all amounts due from Franchisee under this Agreement against any payment for items purchased.~~

~~If the Franchisee is not a party to an SBA guaranteed loan secured by the Center or the Franchise Agreement, the provisions of Articles 16.4, 16.5.10 and 17.4 shall remain in full force and effect.~~

~~_____ To the extent there is a conflict between this Addendum and any provision of the form of the Franchise Agreement to which this Addendum is attached, the provision of the Addendum shall prevail. In all other respects, the undersigned parties do hereby ratify and affirm the terms of the form of the Franchise Agreement.~~

PRECISION FRANCHISING LLC _____ "FRANCHISEE"

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

ATTACHMENT 910

CONSENT AGREEMENT

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

- (1) Insert Assignor Name ("Assignor"), a Assignor State corporation with its principal office at Assignor Corporate Address;
- (2) Assignor Guarantor ("Assignor's Guarantor") is the Assignor's principal shareholder and its sole Guarantor;
- (3) Insert Assignee Name ("Assignee"), a Assignee State company with its principal office at Assignee Corporate Address;
- (4) Assignee Guarantor ("Assignee's Guarantor") is the Assignee's principal Shareholder and its sole Guarantor; and
- (5) PRECISION FRANCHISING LLC, a Virginia limited liability company with its principal office at 748 Miller Drive SE, Leesburg, VA 2017519980 Highland Vista Blvd., Suite 155, Ashburn, VA 20147 ("Franchisor"), successor to PRECISION TUNE AUTO CARE, INC., a Virginia corporation ("PTAC").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

1. Assignor's Representations

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

2. Assignee's Representations and Acknowledgments.

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

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

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

3. Assignment and Assumption.

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

4. Franchisor's Consent.

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

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

5. Indemnification.

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

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

6. Release by Assignor

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

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

7. Release by Assignee

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

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

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

8. Execution in Counterparts

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

9. Miscellaneous

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

SIGNATURES ON THE FOLLOWING PAGE

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

Attest:

ASSIGNOR: Insert Assignor Name

[Assistant] Secretary

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

Witness:

ASSIGNOR'S GUARANTORS

Assignor Guarantor, an individual
Date Signed: _____

Attest:

ASSIGNEE: Insert Assignee Name

[Assistant] Secretary

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

Witness:

ASSIGNEE'S GUARANTORS

Assignee Guarantor, an individual
Date Signed: _____

Witness:

PRECISION FRANCHISING LLC

By: _____
Name: _____
Title: _____

Date Signed: _____